

# Construction of Equipment & Machinery Building

Invitation for Bids # PSPW-20-17

<b>General Information</b>		
Project Cost Estimate	<b>\$890,000.00</b>	See Section 1.4
Project Timeline	180 calendar days from NTP	See Section 1.4
Evaluation of Proposals	Staff	See Section 1.7
Non Mandatory Pre-Bid Meeting	10:00 a.m. on <b>December 15, 2020</b> at the Public Services Building Large Conference Room, 8300 S. Palm Drive, Pembroke Pines, FL 33025	See Section 1.8
Question Due Date	<b>December 29, 2020</b>	See Section 1.8
Proposals will be accepted until	2:00 p.m. on <b>January 12, 2021</b>	See Section 1.8
5% Proposal Security / Bid Bond	Required in the event that the proposal exceeds \$200,000	See Section 4.1
100% Payment and Performance Bonds	Required in the event that the proposal exceeds \$200,000	See Section 4.2
Grant or Federal Funding Information	Not Applicable	Not Applicable

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



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## ATTACHMENTS

- Attachment A: Contact Information Form
- Attachment B: Non-Collusive Affidavit
- Attachment C: Proposer's Qualifications Statement
- Attachment D: Sample Insurance Certificate
- Attachment E: Specimen Contract - **Construction Agreement**
- Attachment F: References Form
- Attachment G: Standard Release of Lien Form
- Attachment H: Reference Design Drawings
- Attachment I: Sample Soil Report



## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

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

**IFB # PSPW-20-17**  
**“Construction of Equipment & Machinery Building”**

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

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

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

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

**Proposals will be accepted until 2:00 p.m., January 12, 2021.** Proposals must be submitted electronically at [www.BidSync.com](http://www.BidSync.com). The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4<sup>th</sup> Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

### **1.1.1 VIRTUAL BID OPENING**

At the time of writing of this notice, Florida Governor Ron DeSantis’ Executive Order No. 20-69 (extended by EO 20-150 and EO 20-179) on the Coronavirus health alert, is due to expire on November 1, 2020. If the executive order is not extended then meetings may be a combination of in-person and virtual, all as provided by law, or as otherwise entered via an executive order of the governor. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**

In addition, at the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.



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

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings**.

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

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

## **1.2 PURPOSE**

The city of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the contractor for the construction of a slab on grade steel maintenance building.

### **1.2.1 LOCATION**

701 & 801 W Cypress Dr.  
Pembroke Pines, FL 33025

- Potential bidders are permitted to visit the proposed job site at their convenience during standard working hours (M-F, 8-5) without prior notice to the City.



## **1.3 SCOPE OF WORK**

### **1.3.1 PROJECT DETAILS**

- The scope of work for this project has been reduced from its original form in order to fit within the City's Budget.
- The city has attached a conceptual design plan. This should in no way be construed as any type of permit/construction drawings. Contractor shall provide a full construction drawing set for permit and construction. Contractor must involve the city's project manager in the development of the construction drawings and receive final approval before they are released for permit.
- Contractor shall be responsible for all construction drawings to include concrete slab, metal building, and sewer rough-in only. Contractor shall only be responsible for providing these same construction services.
- All electrical, water, landscaping, and parking lot improvements depicted in the conceptual drawings are for future installation by the City.
- The new metal building shall be approximately 36,000 square feet; minimum (360 L x 100 W x 46 H) slab on grade construction. Site has compactable fill from previous buildings that can be used for this project.
- It shall be a clear span tapered column steel structure with interior spaces as shown in the building depiction that is provided as an attachment to this proposal.
- New metal building shall have a standing seam metal roof and gutter system.
- Slab shall be reinforced with a minimum thickness of 8 (eight) inches to support heavy equipment and have a specified overall value of FF50 and FL35 smooth finish.  
All structural steel shall be coated with epoxy primer and Sherwin Williams Acrolon 218 HS polyurethane paint (or equal), prior to erecting and assembly.

### **1.3.2 GENERAL INFORMATION**

- Contractor is responsible for and shall verify and coordinate all dimensions and details before proceeding with work. Any discrepancies shall be brought to the immediate attention of the architect, engineer and city's Project Manager.
- Contractor shall fully brace and otherwise protect all work in progress until the building is completed.
- All structural items for this project shall be designed in accordance with appropriate provisions of each of the following:
  - The Florida building code, (sixth edition) 2017.
  - Aci standard 318-14 building code requirements for reinforced concrete.
  - Aisc "specification for the design, fabrication and erection of structural steel for buildings" 360-10.
  - Asce 7-10 (with errata dated January 11, 2011) "minimum design loads for



buildings and other structures".

- North American specification for the design of cold- formed steel structural members, aisi s100.
- Contractor shall provide all testing, manufacturer warranties, special inspectors and certifications required for the permitting and construction of the project.
- The successful bidder shall employ a competent superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be the primary representative for the bidder and all communications given to and all decisions made by the superintendent shall be binding to the bidder.
- Contractor will be required to schedule all work with the city's project manager.
- Contractor shall be required to provide all temporary fencing.
- Contractor shall be responsible for all debris removal and restoration to any existing areas. Site shall be made safe and clean of debris at the end of each workday.
- All precautions need to be taken for life safety and protection of people, vehicles, and all other structures on the site.
- The work must be performed Monday through Friday or as approved by the project manager.

### **1.3.3 SHOP DRAWINGS**

- No structural drawings shall be reproduced for use as shop drawings.
- All dimensional coordination shall be done by the contractor.
- Contractor shall check all architectural and mechanical drawings for all attachments, clips, openings, or duct work affecting structural members. All items shall be shown on shop drawings.
- Completed erection plans shall be submitted prior to or in conjunction with detail drawings. But in no case shall detail drawings be submitted prior to erection plans.
- Contractor shall have shop drawings which have been satisfactorily reviewed by the architect and/or engineer, city and confirmed by the contractor before proceeding with any work.
- There shall be no deviation from approved construction documents without prior approval from the City. If any changes are proposed by the contractor or the provider of the shop drawings, they should be clearly indicated, signed, and sealed drawings and calculations by a Florida professional engineer must be provided. Any changes without proper documentation indicated above will result in some revisions by the engineer of record and/or architect. The cost for these revisions including engineer and architectural fees shall be paid by the contractor.

### **1.3.4 FOUNDATION NOTES**



- Contractor is responsible for site soil testing as required for permit and construction.
- Fill and subgrade preparation shall be in accordance with the geotechnical engineer recommendation as contained in their report.
- All column footings shall be centered under column centerlines unless otherwise noted.
- Backfilling against foundation walls shall be done carefully with small compaction equipment, after slabs on ground are in place and concrete has set. No trucks, bulldozers, etc. Shall be allowed closer than 6'-0" to any foundation wall. Any wall 3'-0" or higher must be braced during the construction process.
- No foundations shall be placed above 1 vertical on 2 horizontal slopes extended from the closest edge of any undisturbed soil or other foundation structure. Bottom of footings shall not be less than 1'-0" below existing grade (u.n.o.).
- Contractor shall treat soil beneath building for termites.

### **1.3.5 SITE WORK**

- Contractor to provide temporary construction fencing at a minimum height of 6 (six) feet and provide all necessary and required signage.
- Contractor is responsible for buildup of building pad.
- Site work will be limited to the extent of building slab.
- No landscaping will be required for this project.

### **1.3.6 USE OF PREMISES**

- Contractor shall limit their use on the premises for work and storage, and to allow for owner's occupancy.
- Contractor shall coordinate use of premises under direction of owner representative, assume full responsibility for protection and safe keeping of products under this contract stored on site, and move any stored products under contractor's control which interfere with operations of the owners or separate contractor.

### **1.3.7 WARRANTIES**

- Contractor shall provide a (2) year workmanship and (20) year manufacturer's warranty. In the event that a defect occurs during this time, contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. Warranty period shall commence upon issuance of Certificate of Occupancy by the regulating permitting agency, and the subsequent release of any performance or payment bonds, which may be required by the original bid document.



### **1.3.8 LIQUIDATED DAMAGES**

- As a breach of the service provided by this agreement would cause serious and substantial damage to city properties, 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 properties, leaving the said properties 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, five hundred dollars (\$500.00) 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.

### **1.4 PROJECT COST ESTIMATE & TIMELINE**

- Staff estimates this project to cost approximately \$890,000.00 which does not include permit costs.
- The work shall be completed within 180 days from issuance of city's notice to proceed.

#### **1.4.1 PERMITS**

Please note that the City will waive all City related permit, license, impact or inspection fees (including the Building Department and Engineering Department Permit Fees) related to this project. Any related State or County fees, for the aforementioned permits, will be paid by the City.

In addition, the City shall cover the cost for any other permit fees related to external entities through the City's Owner's Contingency for this project, **therefore proposers should not include permit costs in their total proposal price.**

#### **1.4.2 PERMIT ALLOWANCE**

With the exception of the City related permit, license, impact or inspection fees (including the Building Department and Engineering Department Permit Fees), which will be waived for this project, the City does not anticipate any additional permit, license, impact or inspection fees for this project.

### **1.5 PROPOSAL REQUIREMENTS**

The [www.bidsync.com](http://www.bidsync.com) website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this



section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

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

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

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

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

#### **1.5.4 Attachment F: References Form**

- a. Complete **Attachment F: References Form**, preferably where the team was the same. References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.



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

- a. Each Proposal should be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price.
- b. Contingency is not to be counted in the total amount the proposal security is based on.
- c. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync.
- d. Proposers should also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive.
- e. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSPW-20-17 Construction of Equipment & Machinery Building**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.
- f. Please see SECTION 4 - SPECIAL TERMS & CONDITIONS of this IFB for additional information.

### **1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS**

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

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

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



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

**1.6.1 Vendor Information Form**

**1.6.2 Form W-9 (Rev. October 2018)**

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

**1.6.3 Sworn Statement on Public Entity Crimes Form**

**1.6.4 Local Vendor Preference Certification**

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

**1.6.5 Local Business Tax Receipts**

**1.6.6 Veteran Owned Small Business Preference Certification**

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

**1.6.7 Equal Benefits Certification Form**

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

**1.6.9 Scrutinized Company Certification**



## **1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

## **1.8 TENTATIVE SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	<b>December 08, 2020</b>
Non Mandatory Pre-Bid Meeting	<b>10:00 a.m. on December 15, 2020</b>
Question Due Date	<b>December 29, 2020</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>January 4, 2021</b>
Proposals will be accepted until	<b>2:00 p.m. on January 12, 2021</b>
Proposals will be opened at	<b>2:30 p.m. on January 12, 2021</b>
Evaluation of Proposals by Staff	<b>TBD</b>
Recommendation of Contractor to City Commission award	<b>TBD</b>
Issuance of Notice to Proceed	<b>TBD</b>
Project Commencement	<b>TBD</b>
Project Completion	180 days from issuance of CITY's Notice to Proceed.

### **1.8.1 NON MANDATORY PRE-BID MEETING / SITE VISIT**

There will be a non-mandatory scheduled pre-bid meeting on **December 15, 2020 at 10:00 a.m.** Meeting location will be at the **Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025.**

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

Attendees shall adhere to any recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 that are applicable to any activity during the site visit. Recommendation may include, but are not limited to, activities such as social distancing and wearing face coverings.

## **1.9 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://www.bidsync.com) **on or before 2:00 p.m. on January 12, 2021**



Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

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

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

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

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSPW-20-17 Construction of Equipment & Machinery Building**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.



## **SECTION 2 - INSURANCE REQUIREMENTS**

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

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

### **2.6 REQUIRED INSURANCE**



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

Yes No

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

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

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

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

Yes No

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

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

Yes No



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

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

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

Yes No

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

Yes No

✓  2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

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

Yes No

✓  2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No



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

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

Yes No

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

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

Yes No

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

Yes No

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



later of three (3) years after the delivery of goods/services or final payment of this Agreement.

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

Yes No

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

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

Yes No

2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

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

Yes No

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



with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

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

Yes No

2.6.13 Other Insurance

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## 2.7 REQUIRED ENDORSEMENTS

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

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

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



## **SECTION 3 - GENERAL TERMS & CONDITIONS**

### **3.1 EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

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

### **3.2 CONFLICT OF INSTRUCTIONS**

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

### **3.3 ADDENDA or ADDENDUM**

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

### **3.4 INTERPRETATIONS AND QUESTIONS**

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "**Ask a Question**" option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the "**Question Due Date**" stated in the solicitation. Questions received after "**Question Due Date**" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

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

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

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



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

### **3.6 WARRANTIES FOR USAGE**

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

### **3.7 BRAND NAMES**

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

### **3.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

### **3.9 SAMPLES**

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

### **3.10 DEVELOPMENT COSTS**

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

### **3.11 PRICING**

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

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

### **3.12 DELIVERY POINT**

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

### **3.13 TAX EXEMPT STATUS**

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

### **3.14 CONTRACT TIME**

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



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

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

### **3.15 COPYRIGHT OR PATENT RIGHTS**

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

### **3.16 PUBLIC ENTITY CRIMES**

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

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

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

### **3.17 CONFLICT OF INTEREST**

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

### **3.18 FACILITIES**

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

### **3.19 ENVIRONMENTAL REGULATIONS**

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

### **3.20 SIGNATURE REQUIRED**

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

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

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

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

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

### **3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

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

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

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

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

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

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

- (a) Open the sealed bids at a public meeting.



- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

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

### **3.24 RESERVATIONS FOR REJECTION AND AWARD**

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

### **3.25 BID PROTEST**

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

### **3.26 INDEMNIFICATION**

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

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

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

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

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

### **3.27 DEFAULT PROVISION**



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

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

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

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

Additional provisions may be included in the specimen contract.

### **3.28 ACCEPTANCE OF MATERIAL**

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

### **3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

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

### **3.30 SCRUTINIZED COMPANIES LIST**

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

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or



(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

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

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer

claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

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

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

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



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

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

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

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

### **3.33 CONE OF SILENCE**

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

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

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

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

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

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



## **SECTION 4 - SPECIAL TERMS & CONDITIONS**

### **4.1 PROPOSAL SECURITY**

**Proposal Security Requirements:** Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price.

Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked **"BID SECURITY - IFB # PSPW-20-17 "Construction of Equipment & Machinery Building"** and sent to the:

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

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

**Three Lowest Proposers:** The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal.

**All Other Proposers:** Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

### **4.2 PAYMENT AND PERFORMANCE BONDS**

Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence



satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the City. **The penal sum stated in each bond shall be 100% of the contract price.** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

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

#### **4.3 OWNER'S CONTINGENCY**

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City

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

#### **4.4 TAX SAVER PROGRAM**

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

#### **4.5 RELEASE OF LIEN**

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

#### **4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS**

The City of Pembroke Pines has an exclusive solid waste franchise agreement with Waste Pro of Florida, Inc. for the collection and



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

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

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

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

## **CONTACT INFORMATION FORM**

IN ACCORDANCE WITH “PSPW-20-17” titled “Construction of Equipment & Machinery Building” attached hereto as a part hereof, the undersigned submits the following:

### **A) Contact Information**

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

#### **COMPANY INFORMATION:**

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

#### **PRIMARY CONTACT FOR THE PROJECT:**

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

#### **AUTHORIZED APPROVER:**

NAME:  TITLE:

E-MAIL:

TELEPHONE:  FAX:

## **B) Proposal Checklist**

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Attachment A - Contact Information Form	Yes <input type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input type="checkbox"/>
Attachment C - Proposer’s Completed Qualification Statement	Yes <input type="checkbox"/>
Attachment F - References Form	Yes <input type="checkbox"/>
Does your proposal exceed \$200,000 for this construction project? If so, please include a Proposal Security (Bid Bond or Cashier’s Check) along with a line item to provide a Payment and Performance Bond. (See Package for details)	Yes <input type="checkbox"/>

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

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

## **C) Sample Proposal Form**

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

#	Location	Total Coast
1	Cost to construct the specified Equipment & Machinery Building	<b>Price to be Submitted Via BidSync</b>
2	Cost to Provide Payment and Performance Bond for the project, in the form of a percent	<b>Percent to be Submitted Via BidSync</b>



**NON-COLLUSIVE AFFIDAVIT**

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

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

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

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

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

Printed Name/Signature

Title

Name of Company



**PROPOSER'S QUALIFICATIONS STATEMENT**

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

PROPOSER'S Name and Principal Address:

PROPOSER'S License Number:

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

Number of years your organization has been in business

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

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

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

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

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

At what address was that business located?

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

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

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

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

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

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

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

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

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

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

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

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

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

(Company Name)

(Printed Name/Signature)

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)

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.

**INSURERS AFFORDING COVERAGE**

INSURED

**YOUR COMPANY NAME HERE****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	<b>Must Include General Liability</b>				
	<input type="checkbox"/>				MED EXP (Any one person)	\$
	<input type="checkbox"/>				PERSONAL & ADV INJURY	\$
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$	
<input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc				PRODUCTS - COMP/OP AGG	\$	
AUTOMOBILE LIABILITY		<b>SAMPLE CERTIFICATE</b>				
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$
<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC	\$
EXCESS LIABILITY					AUTO ONLY: AGG	\$
<input type="checkbox"/> 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						
<b>Certificate must contain wording similar to what appears below</b>						

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
City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION MAIL <u>30</u> DAYS WRITTEN LEFT.
		<b>City Must Be Named as Certificate Holder</b>
		AUTHORIZED REPRESENTATIVE



## **CONSTRUCTION AGREEMENT**

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

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

and

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

### **WITNESSETH:**

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

#### **ARTICLE 1** **PREAMBLE**

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

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

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

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

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



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

## **ARTICLE 2** **SERVICES AND RESPONSIBILITIES**

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

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

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

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

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

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

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



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

### **ARTICLE 3** **TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

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

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

### **ARTICLE 4** **COMPENSATION AND METHOD OF PAYMENT**

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



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

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

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

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

4.2.2 Payment will be made to CONTRACTOR at:

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

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

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

#### **ARTICLE 6** **WARRANTY**

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



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

## **ARTICLE 7** **CHANGES IN SCOPE OF WORK**

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

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

## **ARTICLE 8** **PAYMENT & PERFORMANCE BOND**

8.1 Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a payment and performance bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

8.2 Two (2) separate bonds are required and both must be approved by the CITY. **The penal sum stated in each bond shall be 100% of the contract value.** The performance bond shall be conditioned upon the CONTRACTOR's performance of the work in the time and manner prescribed in the Agreement. The payment bond shall be conditioned upon the CONTRACTOR's promptly making payments to all persons who supply the CONTRACTOR with labor, materials and supplies



used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Agreement which the CITY may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, and CONTRACTOR shall be responsible for payment of all recording costs.

## **ARTICLE 9** **INDEMNIFICATION**

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

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

9.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

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

## **ARTICLE 10** **INSURANCE**

10.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors.



The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

10.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

10.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

10.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

10.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 10.6 REQUIRED INSURANCE

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

Yes No

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



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

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

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

Yes No

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

1. Workers' Compensation:	Coverage A – Statutory
2. Employers Liability:	Coverage B
	\$500,000 Each Accident
	\$500,000 Disease – Policy Limit
	\$500,000 Disease – Each Employee

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

Yes No

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

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



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

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

Yes No

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

Yes No

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

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

Yes No

10.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

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

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



Yes No

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

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

Yes No

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

Yes No

10.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

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

Yes No

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



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

Yes No

10.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (*Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.*)

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

Yes No

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

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

Yes No

10.6.13 Other Insurance

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## 10.7 REQUIRED ENDORSEMENTS

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

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

10.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

10.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

## **ARTICLE 11** **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

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



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

## **ARTICLE 12** **INDEPENDENT CONTRACTOR**

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

## **ARTICLE 13** **TERMINATION**

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

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

## **ARTICLE 14** **AGREEMENT SUBJECT TO FUNDING**

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



CITY with the same formality and equal dignity herewith.

## **ARTICLE 21** **DISPUTE RESOLUTION**

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

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

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

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

## **ARTICLE 22** **PUBLIC RECORDS**

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

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

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

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



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

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

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

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

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

**ARTICLE 23  
MISCELLANEOUS**

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



23.17 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

23.16.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or

23.16.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

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

23.16.2.2 Is engaged in business operations in Syria.

23.18 **Domestic Partnership.**

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

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



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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE**



*City of Pembroke Pines*

---

**HAS BEEN INTENTIONALLY LEFT BLANK**



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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

\_\_\_\_\_  
MARLENE D. GRAHAM, CITY CLERK      By: \_\_\_\_\_  
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

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

**CONTRACTOR:**

«Vendor\_Name\_Upper\_Case»

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

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

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

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

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

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

## REFERENCES FORM

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

### **Reference Contact Information:**

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name:  Title:

E-Mail Address:

Telephone:  Fax:

### **Project Information:**

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date:

Size of project:  Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Telephone:  Fax:

**Project Information:**

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date:

Size of project:  Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:



## FINAL/PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

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

**City of Pembroke Pines**

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

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

**Invoice #: [Invoice #]**

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

Witnesses:

**CONTRACTOR  
[NAME OF CONTRACTOR]**

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Print Name

STATE OF FLORIDA )  
                         ) ss:  
COUNTY OF BROWARD )

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

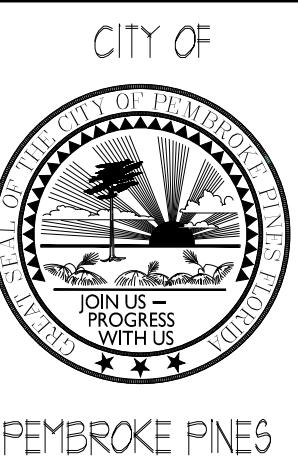
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

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

My Commission Expires:

# Attachment H



## PEMBROKE PINES

LICENSE NO.

## SEAL

**HEALTH PARK METAL BUILDING**  
**PEMBROKE PINES HEALTH PARK**  
**701 HIBISCUS DRIVE, PEMB. PINES, FL. 33025**

SCALE:

AS IND.

DATE:

06-14-2020

DRAWN BY.

卷之三

A. NUNEZ

—

**DRAWING NO.**

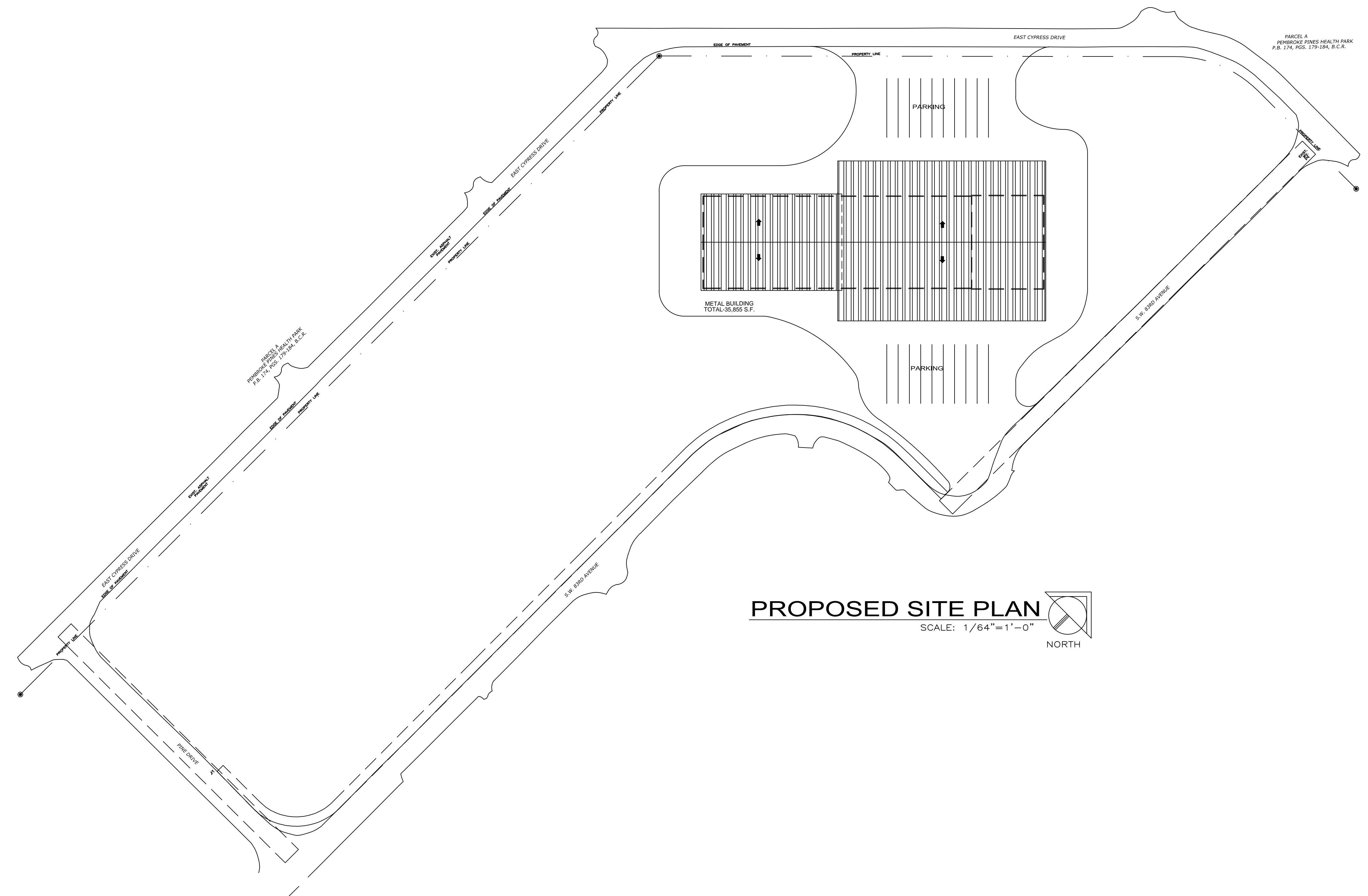
S06142020

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10 of 10

## DESCRIPTION

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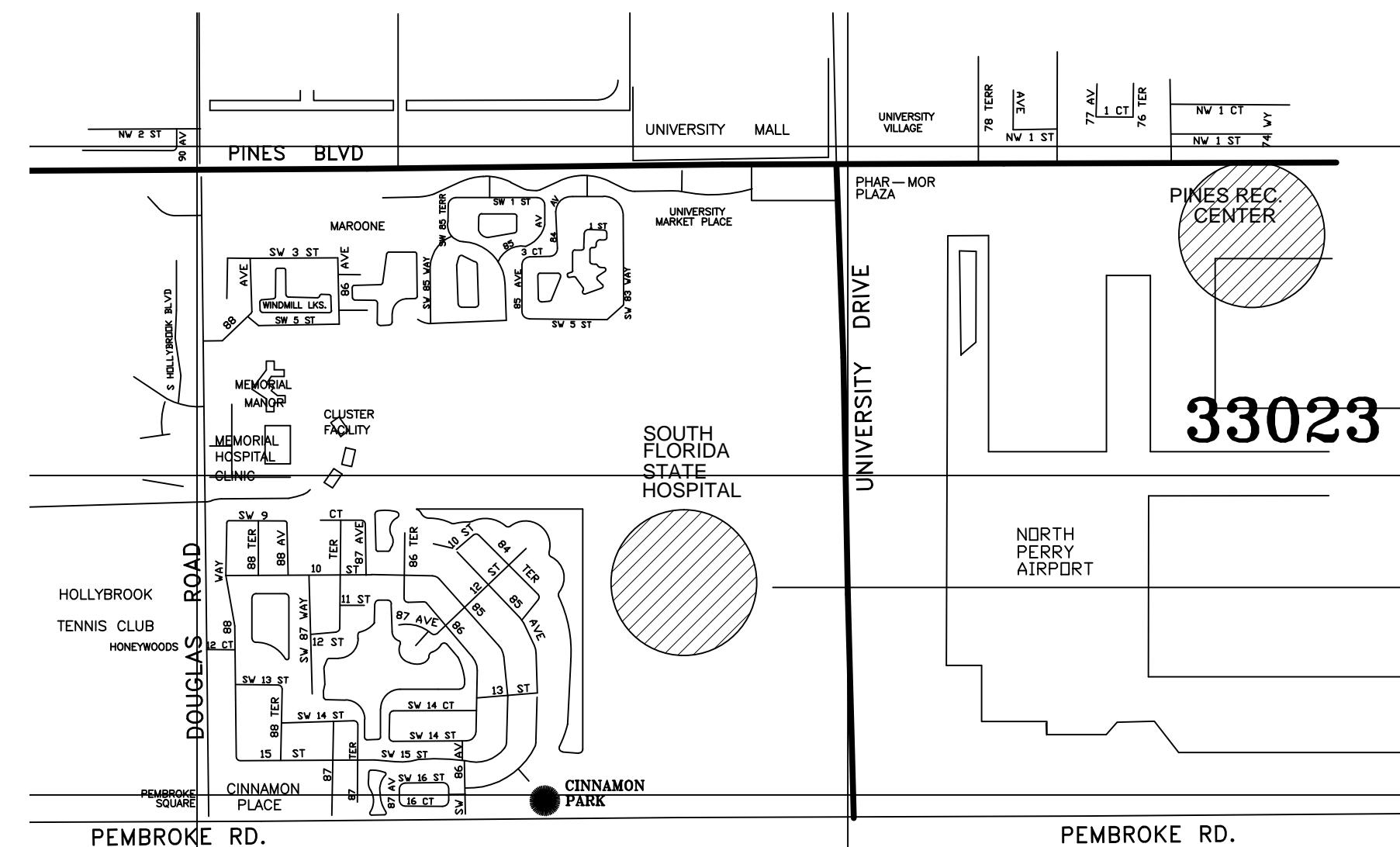






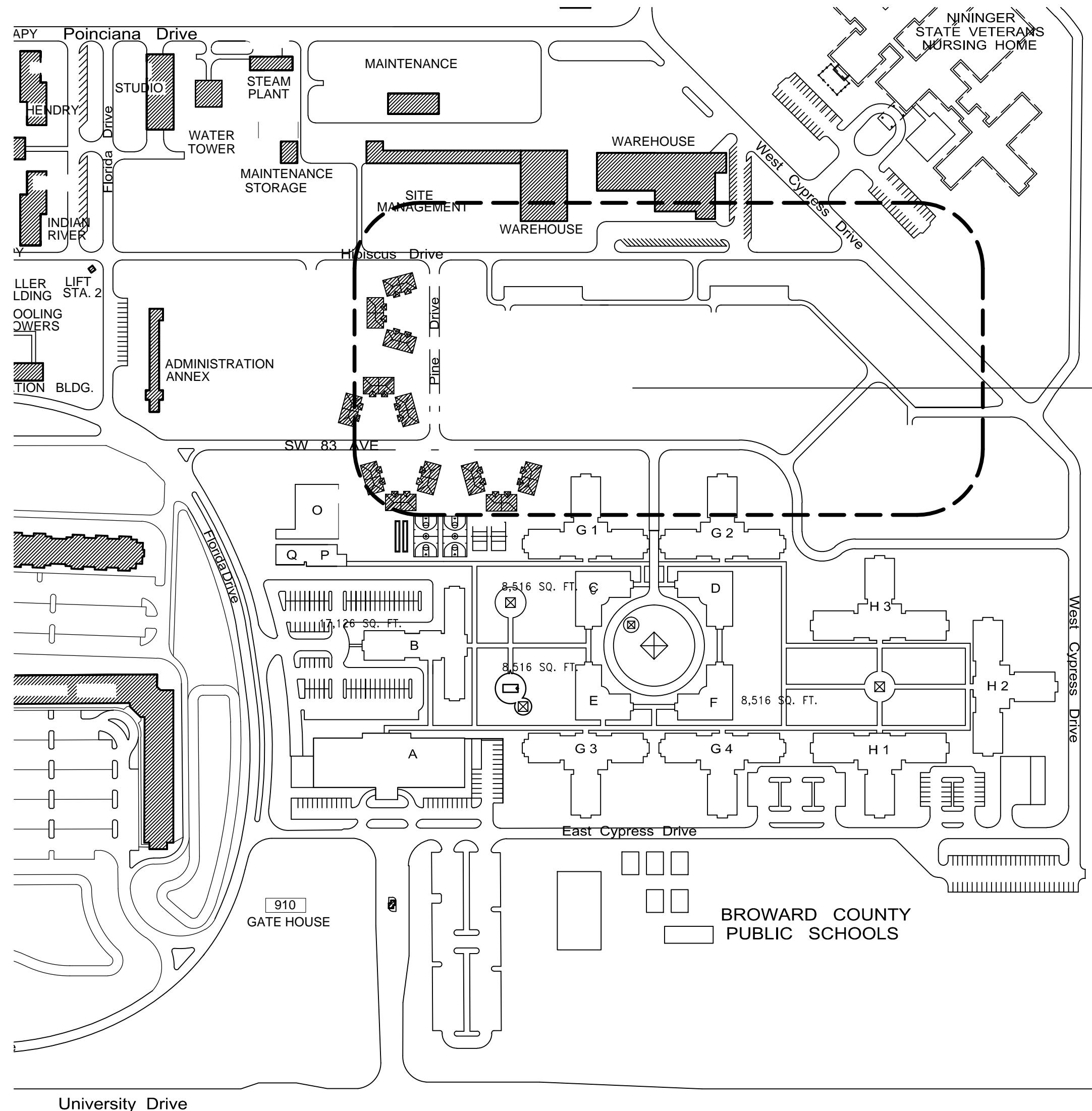
# Attachment H

## PROJECT



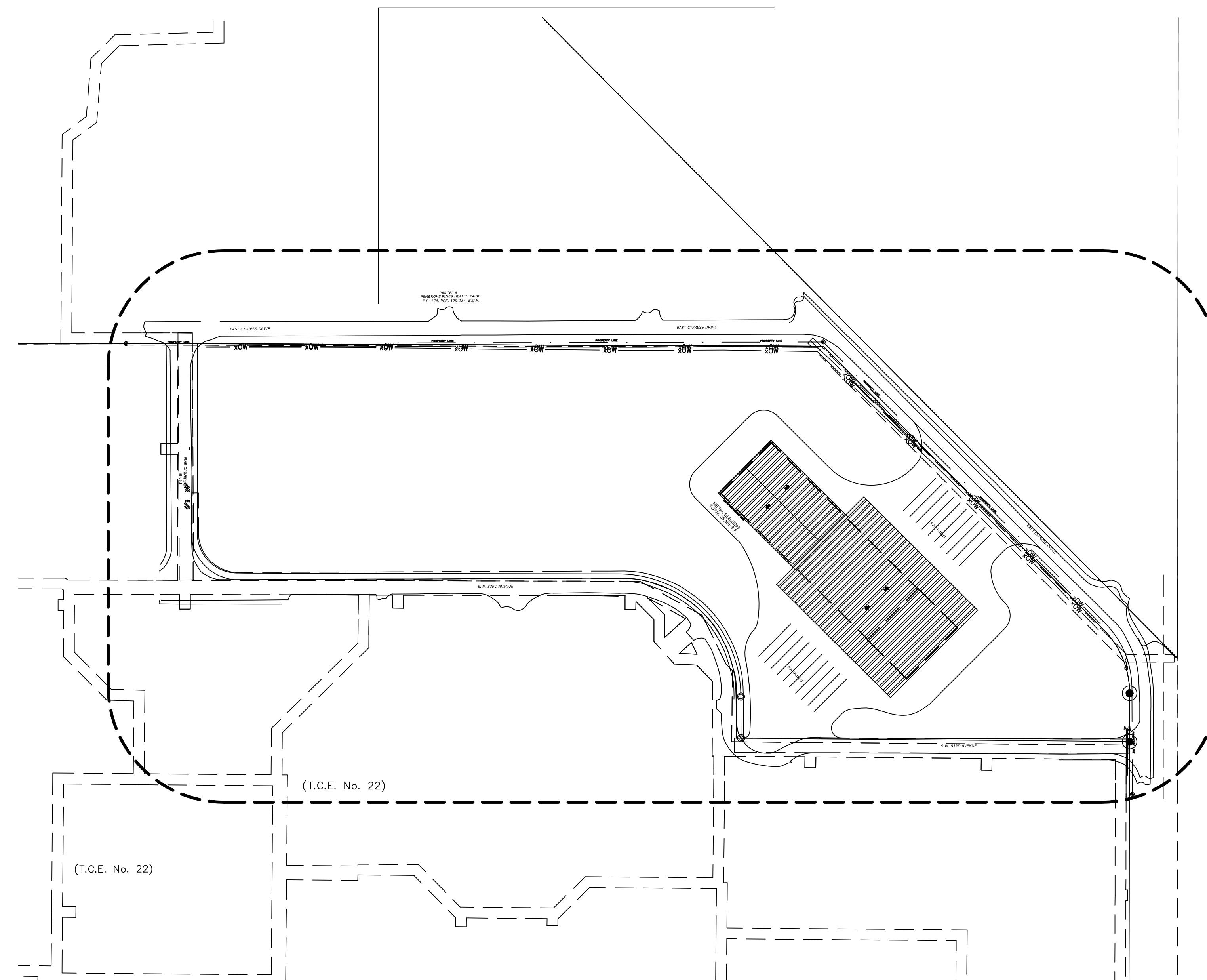
## LOCATION MAP

N.T.S.



## HEALTH PARK SITE

N.T.S.



## SITE PLAN

N.T.S.

REVISIONS BY

LICENSE NO.

SEAL

PROJECT HEALTH PARK METAL BUILDING  
PEMBROKE PINES HEALTH PARK  
101 HIBISCUS DRIVE, PEMB. PINES, FL. 33025

SCALE:

AS IND.

DATE:

06-14-2020

DRAWN BY:

A. NUNEZ

DRAWING NO.

PS06142020

DESCRIPTION

SITE

## Subsoil Investigation Report

*prepared by:*



**Client:** City of Pembroke Pines

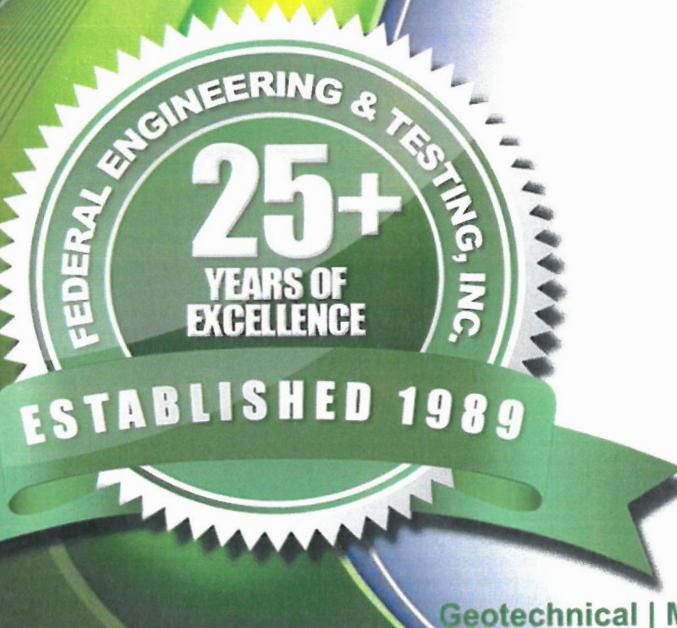
**Contact:** Garth Leclerc

**Address:** 8300 South Palm Drive  
Pembroke Pines, FL 33025

**Project:** Proposed Metal Buildings

**Address:** 701-801 Hibiscus Drive  
Pembroke Pines, FL 33025

**Date:** Tuesday, May 19, 2020



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Excavations -----	pg. 3
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Grading -----	pg. 4
<b>Appendices -----</b>	<b>pg. 5</b>
Soil Boring Log(s)	
Project Location	
Soil Boring Location(s)	
Soil Classifications	
Sampling Procedures	
Limitations of Liability	

## For Your Information

Our findings in this report are based on soil conditions encountered in the test bore locations only, proposed structure to be built, (if available at this stage), Florida Building Code requirements and standard engineering practices. If your report is preliminary (i.e. vacant land or building to be demolished) additional borings are required within the foot print of the proposed structure once the location & layout of the proposed structure is known.

Please read this report in its entirety and follow all recommendations. Failure to do so may result in the permitting agency (Building Department, etc.) withholding the Certificate of Occupancy. This will cause delays and additional costs. The Permitting Agency will require a final certification or signing off of the project prior to issuing the Certificate of Occupancy. All of our recommendations need to be followed to receive a final certification from F.E.T., including densities on each lift, demucking verification, piling inspection, etc., whichever recommendation applies to your project.

Please schedule us at least 24 hours in advance for all tests and inspections. If you choose to use another Engineering Firm, you must verify they will provide you with the proper certification in writing, as outlined in our report. Our firm will only provide a certification letter if it has verified all work as recommended in our report.

Tuesday, May 19, 2020

Job Order Number 20SB374

**City of Pembroke Pines**

8300 South Palm Drive  
Pembroke Pines, FL 33025

Attn.: Garth Leclerc

RE: **Subsoil Investigation**

Proposed Metal Buildings  
701-801 Hibiscus Drive  
Pembroke Pines, FL 33025

Dear Sirs:

Pursuant to your request, Federal Engineering & Testing, Inc. has completed a subsoil investigation on 05-18-2020 at the above referenced site. The purpose of our investigation was to verify subsoil conditions relative to foundation preparation and design.

A total of five (5) SPT borings were performed according to ASTM D-1586 drilled down to a depth of twenty-five feet (25) below the existing ground surface. (See attached field sketch for locations). The following is a general description of soil stratas for the subject site:

Depth		Description of Soils
From	To	
0"	11'	Pale Brown Sand with Rock
11'	13'	Light Gray Sand with Traces of Rock
13'	20'	Light Gray Sand
20'	25'	Gray Sand

Groundwater table elevation was measured immediately at the completion of each boring and was found at an average depth of four (4) feet below existing ground surface. Fluctuation in water level should be anticipated due to seasonal variations and run off as well as varying ground elevation, construction dewatering and pumping activities in the area. Site contractor must familiarize himself with site conditions in the event groundwater controls and dewatering is needed. Surface flooding may result under hurricane conditions and should be taken into consideration in the design of the project. The contractor shall make sure that groundwater levels on adjacent properties are not affected by the contractors dewatering activities. Specialty groundwater contractors shall be consulted for all work below the groundwater level.

Tuesday, May 19, 2020  
701-801 Hibiscus Drive  
Pembroke Pines, FL 33025  
Page 2

The boring log(s) attached present a detailed description of the soils encountered at each location. The soil stratification shown on the boring log(s) is based on the examination of the recovered soil samples and interpretation of the driller's field log(s). It indicates only the approximate boundaries between soil types. The actual transitions between adjacent soil types may be gradual.

From a geotechnical engineering perspective, the site is suitable for the construction of the proposed structure, provided that the surface sand layers are compacted in place and proof rolled. Localized areas of loose materials, if present, will become evident during site clearing, grubbing and proof rolling, and must be removed prior to filling operations.

Based on our understanding of the proposed structure and the information obtained from our field boring log(s); we recommend the following procedures for foundation design:

- 1) Strip the entire footings and building construction areas plus five (5) feet past the outer perimeter of topsoil and ground vegetation (when encountered) down to clean granular material. Any underground structures, utility lines, root systems and drainage trenches, etc. must be removed in their entirety from beneath the proposed construction areas. The city arborists should be contacted prior to any land clearing to verify compliance with any local codes.
- 2) Saturate and compact all construction areas with a heavy self propelled vibratory roller to a minimum of 95% of the ASTM D-1557 modified proctor method. Make a minimum of ten (10) passes with the roller in each direction.
- 3) Care should be taken when using vibration in case of existing structures in the vicinity of the construction area. If vibration cannot be used for compaction, static compaction may be applied. However, in this case, the compacted layer should not exceed 6 inches in thickness.
- 4) Backfill construction areas to proper elevation if needed using a clean granular material placed in lifts not to exceed twelve (12) inches in thickness and compacted as per item 2.
- 5) Representative samples of the on-site and proposed fill material should be collected and tested to determine the classification and compaction characteristics.
- 6) All construction fill material above the water table shall be clean granular soil, free of organics or other deleterious material, and shall contain no more than twelve (12) percent fines passing a U.S. Standard No. 200 sieve (0.075mm) and have a Unified Soil Classification (USCS) designation of GP, GW, GP-GM, GW-GM, SP or SW. No particle size greater than three (3) inches shall be used in the top 12 inches of the building pad.
- 7) Fill Material below the water table shall be washed free draining gravel such as FDOT No. 57 stone or equivalent to about 12 inches above the water table unless dewatering is used. When dewatering is used, fill material shall be clean granular soil, free of organics or other deleterious material, and shall contain no more than twelve (12) percent fines passing a U.S. Standard No. 200 sieve (0.075mm).

- 8) Verify all densification procedures by taking an adequate number of field density tests in each layer of compacted material. Density tests shall be performed on the slab areas, footing areas, interior bearing wall footings and column pad footings. This must be scheduled immediately after Tamp and Spray and/or Compaction, but before Reinforcing Steel Placement. If reinforcing steel is already in-place, it must be removed from all areas to be tested prior to performing densities.
- 9) After the installation of any plumbing and electrical piping; we recommend that the disturbed area be recompacted and additional densities tests be performed to verify proper compaction of the disturbed areas.
- 10) All of the above Geotechnical work shall be performed under the supervision of Federal Engineering & Testing's geotechnical engineer or his representative to verify compliance with our specifications and the Florida Building Code. Please call us at 954-784-2941 for scheduling.
- 11) In the event of existing structures, existing footings or proposed drainage lines, provisions shall be made by the structural engineer and site contractor to protect all footings from undermining and exposure. The geotechnical engineer shall be notified of these conditions to evaluate the applicability of his recommendations.

The above foundation recommendations being achieved and verified; it is our opinion that the proposed structure be designed for a shallow foundation system with a permissible soil bearing pressure not to exceed 2500 P.S.F. Building pad certification requires satisfactory completion and verification of all the above foundation recommendations.

Slabs placed upon compacted fill may be designed using a modulus of subgrade reaction value of 200 pci. The following soil parameters shall be used for retaining wall designs:

• Soil unit weight moist-----	110 pcf
• Soil unit weight buoyant-----	48 pcf
• Angle of internal friction-----	30°
• Active Earth pressure coefficient (Ka)-----	0.33
• Passive Earth pressure coefficient (Kp)-----	3.0
• Angle of wall friction for steel piles-----	30°
• Angle of wall friction for concrete / brick walls-----	20°
• Angle of wall friction for uncoated steel-----	15°

Excavations shall not extend within one (1) foot of the angle of repose next to existing footings or structures unless underpinned. Trenching shall be in compliance with the Florida Building Code, OSHA and Trench Safety Act requirements. Shorings shall be designed and inspected by a Florida licensed professional engineer.

Provisions shall be made by the architect, engineer of record and contractor to address differential settlements when tying in new to existing structures. Mixing of different foundation types shall not be used unless provided with expansion joints to address differential settlement.

Tuesday, May 19, 2020  
 701-801 Hibiscus Drive  
 Pembroke Pines, FL 33025  
 Page 4

Detailed settlement analysis was beyond the scope of this report. Comparing the field test data obtained in this exploration with our experience with structures similar to those proposed for this project, the estimated magnitude of these settlements is 0.5 to 1 inch. Due to the granular nature of the subsurface materials, the foundation settlements should occur as the loads are applied and should be virtually negligible by the end of the building shell completion.

All outside ground surfaces must be sloped away from the structure to avoid water accumulation and ponding. All rain waters shall be discharged away from all building foundations. Verify all water, sewer, plumbing, sprinkler and drainage lines are properly functioning with no leaks in the vicinity of the foundation.

Regardless of the thoroughness of a geotechnical exploration, there is always the possibility that conditions may be different from those of the test locations; therefore, Federal Engineering & Testing, Inc. does not guarantee any subsoil condition between the bore test holes. A site plan showing the location of the proposed structure was provided at the time the soil borings were performed. Once plans and specifications have been finalized and drawn, Federal Engineering & Testing, Inc. shall be provided a copy of the finalized plans and specifications for review. For a more accurate portrayal of subsurface conditions, the site contractor should perform test pits. If different conditions are encountered, Federal Engineering & Testing Inc., shall be notified to review the findings and make any recommendations as needed. In accepting this report the client understands that all data from the soil borings is intended for foundation analysis only and is not to be used for excavating, backfilling or pricing estimates. The site contractor must familiarize themselves with the job site conditions.

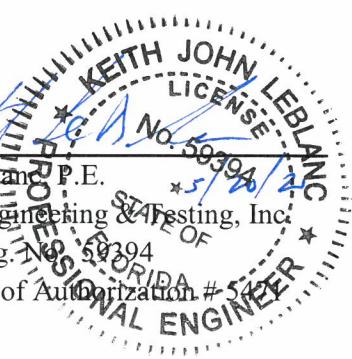
Environmental analysis of the soil materials is not part of the scope of services. If environmental analysis of the soils is required, we can provide a proposal for performing an environmental analysis of the soil materials. For Environmental due diligence, a Phase I and/or Phase II Environmental Site Assessment is recommended.

As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

Federal Engineering & Testing, Inc. appreciates the opportunity to be of service to you at this phase of your project. Please feel free to contact us if we may be of further service to you.

Sincerely,

*Keith LeBlanc*  
 Keith LeBlanc P.E.  
 Federal Engineering & Testing, Inc.  
 Florida Reg. No. 59394  
 Certificate of Authorization # 57672C



Tuesday, May 19, 2020  
701-801 Hibiscus Drive  
Pembroke Pines, FL 33025  
Page 5

## Appendices

**SPT Test Boring Report**

**Client:** City of Pembroke Pines  
**Project:** Proposed Metal Buildings  
**Address:** 701-801 Hibiscus Drive  
 Pembroke Pines, FL 33025

**Date of Test:** May 18, 2020  
**Hole No.:** B-1  
**Location:** See Attached Drawing

Depth (FT)	Soil Descriptions	Hammer Blows	"N"
1		-	-
2		8	8
3		8	9
4		10	11
5		10	11
6		11	11
7		11	12
8		12	12
9		12	13
10		13	14
11		A	A
12		A	A
13		A	A
14		A	A
15		14	15
16		15	16
17		A	A
18		A	A
19		A	A
20		A	A
21		16	17
22		18	19
23		A	A
24		A	A
25		A	A
26			
27			
28			
29			
30			

Water Level: 6'3" Below Land Surface

A = Auger

### SPT Test Boring Report

**Client:** City of Pembroke Pines  
**Project:** Proposed Metal Buildings  
**Address:** 701-801 Hibiscus Drive  
 Pembroke Pines, FL 33025

**Date of Test:** May 18, 2020  
**Hole No.:** B-2  
**Location:** See Attached Drawing

Depth (FT)	Soil Descriptions	Hammer Blows	"N"
1	0" - 3' Limerock	8	8
2		9	17
3	3' - 5' Light Gray Sand	9	10
4		10	20
5	5' - 7' Dark Brown Sand with Rock	11	11
6		12	23
7		11	10
8		10	20
9		12	11
10		13	25
11		A	A
12		A	A
13		A	A
14		A	A
15		13	13
16		14	13
17	15' - 20' Light Gray Sand	A	A
18		A	A
19		A	A
20		A	A
21		14	15
22		15	15
23	20' - 25' Brown Sand	A	A
24		A	A
25		A	
26			
27			
28			
29			
30			

Water Level: 5'3" Below Land Surface

A = Auger

### SPT Test Boring Report

**Client:** City of Pembroke Pines  
**Project:** Proposed Metal Buildings  
**Address:** 701-801 Hibiscus Drive  
 Pembroke Pines, FL 33025

**Date of Test:** May 18, 2020  
**Hole No.:** B-3  
**Location:** See Attached Drawing

Depth (FT)	Soil Descriptions	Hammer Blows	"N"
1		7	8
2		8	7
3		8	9
4		9	10
5		11	10
6		11	11
7		10	10
8		10	11
9		12	12
10		13	12
11		A	A
12		A	A
13		A	A
14		A	A
15		13	14
16		14	14
17		A	A
18		A	A
19		A	A
20		A	A
21		15	15
22		16	15
23		A	A
24		A	A
25		A	
26			
27			
28			
29			
30			

Water Level: 4'9" Below Land Surface

A = Auger

### SPT Test Boring Report

**Client:** City of Pembroke Pines  
**Project:** Proposed Metal Buildings  
**Address:** 701-801 Hibiscus Drive  
 Pembroke Pines, FL 33025

**Date of Test:** May 18, 2020  
**Hole No.:** B-4  
**Location:** See Attached Drawing

Depth (FT)	Soil Descriptions	Hammer Blows	"N"
1	0" - 6" Topsoil & Vegetation	6	6
2		6	12
3	6" - 6' Brown Sand with Rock	8	7
4		7	14
5		9	9
6		10	19
7		11	
8	6' - 11' Light Gray Sand with Rock	12	23
9		11	
10		10	20
11		A	
12		A	
13		A	
14		A	
15	11' - 20' Pale Gray Sand	12	25
16		13	
17		A	
18		A	
19		A	
20		A	
21		14	15
22		14	29
23	20' - 25' Pale Brown Sand	A	
24		A	
25		A	
26			
27			
28			
29			
30			

Water Level: 4'6" Below Land Surface

A = Auger

**SPT Test Boring Report**

**Client:** City of Pembroke Pines  
**Project:** Proposed Metal Buildings  
**Address:** 701-801 Hibiscus Drive  
Pembroke Pines, FL 33025

**Date of Test:** May 18, 2020  
**Hole No.:** B-5  
**Location:** See Attached Drawing

Depth (FT)	Soil Descriptions	Hammer Blows	"N"
1	0" - 6" Topsoil & Vegetation	6	6
2		7	13
3		6	
4	6" - 6' Brown Sand	7	15
5		8	
6		9	20
7		10	
8	6' - 11' Pale Brown Sand with Rock	11	23
9		12	
10		11	22
11		11	
12		A	A
13	11' - 16' Light Gray Sand	A	
14		A	A
15		13	27
16		14	
17	16' - 20' Brown Sand	16	
18		A	A
19		A	
20		A	A
21		16	
22		17	33
23	20' - 25' Pale Brown Sand	A	
24		A	A
25		A	
26			
27			
28			
29			
30			

Water Level: 4'3" Below Land Surface

A = Auger



**Site Location Map**

**Federal Engineering & Testing Inc.** 3370 NE 5th Avenue, Oakland Park, FL 33334 (954) 784-2941

Client: City of Pembroke Pines

Test: Subsoil Investigation

*(site map is not to scale)*

Project: Proposed Metal Buildings

Project Address: 701-801 Hibiscus Drive

Pembroke Pines, FL 33025



**Soil Boring Location Map**

**Federal Engineering & Testing Inc.** 3370 NE 5th Avenue, Oakland Park, FL 33334 (954) 784-2941

Client: City of Pembroke Pines

Test: Subsoil Investigation

*(site map is not to scale)*

Project: Proposed Metal Buildings  
Project Address: 701-801 Hibiscus Drive  
Pembroke Pines, FL 33025

## Soil Classifications

Correlation of Penetration Resistance with Relative Density and Consistency		
Sands		
Dynamic Cone Penetrometer Penetrometer Resistance	Standard Penetration Hammer Blows	Relative Density
0 - 10	0 - 4	Very Loose
		Loose
		Firm
		Very Firm
		Dense
		Very Dense

Silts & Clay		
Dynamic Cone Penetrometer Penetrometer Resistance	Standard Penetration Hammer Blows	Relative Density
0 - 6	0 - 2	Very Soft
		Soft
		Firm
		Stiff
		Very Stiff
		Hard

Rock Hardness Description	
Soft	Rock core crumbles when handled
Medium	Can break core with your hands
Moderately Hard	Thin edges of rock core can be broken with fingers
Hard	Thin edges of rock core cannot be broken with fingers
Very Hard	Rock core rings when struck with a hammer

Sand Quantity Modifiers	
Very Slight Trace	0 - 2 %
Slight Trace	2 - 5 %
Trace	5 - 10 %
Little Trace	10 - 15 %
Some	15 - 30 %
With	> 30 %

Particle Size	
Boulder	> 12 in
Cobble	3 - 12 in
Gravel	4.76 mm - 3 in
Sand	0.074 mm - 4.76 mm
Silt	0.005 mm - 0.074 mm
Clay	< 0.005 mm

Silt - Clay Quantity Modifiers	
Slightly Silty / Clayey	0 - 5 %
Silty / Clayey	5 - 30 %
Very Silty / Clayey	30 - 50 %

## Drilling & Sampling Procedures

The soil borings were installed in accordance with Standard Penetration Tests procedures as set forth in ASTM D-1586. Representative samples were collected utilizing spilt-barrel techniques in accordance with the procedures set forth in "Penetration Tests and Spilt-Barrel Sampling of Soil in ASTM D-1586. The following field tests, measurements and laboratory analysis were performed/collected during the installation of each soil boring.

### Penetration Tests

During the sampling procedures, Standard Penetration Tests were performed at five (5) foot intervals to obtain the standard penetration value (N) of the subsurface soil. The standard penetration value (N) is identified as the number of blows of a 140-pound hammer falling thirty (30) inches, required to advance the spilt-barrel sampler one (1) foot into the subsurface soil. The sampler was lower into the bottom of the previously cleaned drill hole and advanced by blows from the hammer. The number of blows was recorded for each of the three (3) successive increments of six (6) inches penetration. The "N" value is obtained by adding the second and third incremental numbers.

### Water Level Measurements

Water Level depths were obtained during the test boring operations. In relatively pervious soils, such as sandy soils, the indicated depths are usually reliable groundwater levels. Seasonal variations, tidal conditions, temperature, land-use and recent rainfall conditions may influence the depths to groundwater levels.

### Soil Properties / Classification

All samples collected were classified in accordance with the Unified Soil Classification System criteria to determined soil material properties and compared with published literature of the USDA Soil Conservation Survey.

### Ground Surface Elevations

Ground surface elevations have not been provided for the proposed boring locations. Therefore, all references to depth of the various strata and materials encountered were from existing grade at the time of the drilling operations.

## Limitations of Liability

### *Warranty*

We warrant that the services performed by Federal Engineering and Testing, Inc. (F.E.T.) are conducted in a manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranties, expressed or implied, are made. While the services of F.E.T. are an integral and valuable part of the design and construction process, we do not warrant, guarantee, or insure the quality or completeness of services or satisfactory performance provided by other members of the construction process and/or the construction plans and specifications which we have not prepared, nor the ultimate performance of building site materials. As mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval. Reports are not intended for 3rd party use.

### *Subsurface Exploration*

Subsurface exploration is normally accomplished by test borings. The soil boring log includes sampling information, description of the materials recovered, approximate depths of boundaries between soil and rock strata and groundwater data. The log represents conditions specifically at the location and time the boring was made. The boundaries between different soil strata are indicated at specific depths; however, these depths are in fact approximate and dependent upon the frequency of sampling. The transitions between soil stratum are often gradual. Water level readings are made at the time the boring was performed and can change with time, precipitation, canal levels, local well drawdown, and other factors. Regardless of the thoroughness of a Geotechnical exploration there is always a possibility that conditions may be different from those of the test locations; therefore F.E.T. does not guarantee any subsoil condition surrounding the bore test holes. For a more accurate portrayal of subsurface conditions, the site contractor should perform tests pits. If different conditions are encountered, F.E.T. shall be notified to review the findings and make any recommendations as needed.

### *Laboratory and Field Tests*

Tests are performed in accordance with specific ASTM Standards unless otherwise indicated. All criteria included in a given ASTM Standard are not always required and performed. Each test report indicates the measurements and determinations actually made.

### *Ownership of Tests / Reports*

All test results and/or reports prepared by F.E.T. pursuant to this agreement and/or Addendum(s) thereto, shall remain the property of F.E.T. until all monies due and owing to F.E.T. under this Agreement and/or Addendum(s) thereto, are paid in full.

### *Analysis and Recommendations*

The Geotechnical report is prepared primarily to aid in the design of site work and structural foundations. Although the information in the report is expected to be sufficient for these purposes, it is not intended to determine the cost of construction or to stand alone as construction specifications.

### *Analysis and Recommendations cont.*

In accepting this report the client understands that all data from the soil boring is intended for foundation analysis only and is not to be used for excavating, backfilling or pricing estimates. In accepting this report the client understands that all data from the soil boring is intended for foundation analysis only and is not to be used for excavating, backfilling or pricing estimates. The site contractor must familiarize themselves with the job site conditions. Soil boring(s) on unmarked vacant property or existing structure(s) to be demolished is considered preliminary with further boring(s) to be performed after proposed building pad is staked out. Report recommendations are based primarily on data from test borings made at the locations shown on the test boring reports. Soil variations may exist between borings and may not become evident until construction. If variations are then noted, F.E.T. must be contacted so that field conditions can be examined and recommendations revised if necessary. The Geotechnical report states our understanding as to the location, dimensions, and structural features proposed of the site. Any significant changes in the nature, design, or location of the site improvements must be communicated to F.E.T. so that the Geotechnical analysis, conclusions, and recommendations can be appropriately adjusted.

### *Construction Observations*

Construction observation and testing is an important element of Geotechnical services. The Geotechnical Engineer's Field Representative (Field Rep.) is the "owner's representative" observing the work of the contractor, performing tests, and reporting data from such tests and observations. The Geotechnical Engineer's Field Representative does not direct the contractor's construction means, methods, operations, or personnel. The Field Rep. does not interfere with the relationship between the owner and the contractor, and except as an observer, does not become a substitute owner on site. The Field Rep. is only collecting data for our Engineer to review. The Field Rep. is responsible for his/her safety only, but has no responsibility for the safety of other personnel and/or the general public at the site. If the Field Rep. does not feel that the site is offering a safe environment for him/her, the Field Rep. will stop his/her observation/ testing until he/she deems the site is safe. The Field Rep. is an important member of a team whose responsibility is to observe the test and work being done and report to the client whether that work is being carried out in general conformance with the plans and specifications.

### *Limitations of Report*

Federal Engineering & Testing, Inc. shall have no liability, in contract, tort or otherwise, for any inaccuracy, defect, or omission in interpreting this report and shall not in any event have any liability for lost profits or any other indirect, special, incidental, consequential, exemplary or punitive damages. In the event of future conflict between owners and contractors the following applies: F.E.T.(s) legal and/or company representation and preparation for representation fees will be billed on an hourly rate, i.e. deposition, expert witness, etc. F.E.T. has no obligation to amend its conclusions or recommendations after the date of this report. Any alterations or changes in the location of the project should be brought to our attention at the earliest convenience for review and applicability of this report.

## Partial List of Services

### Geotechnical Engineering Services

#### **Soil / Aggregate Tests**

Soil Borings  
Density Compaction Tests  
Grain Size Analysis  
Moisture Contents  
Soil Classifications  
Limerock Bearing Ratios  
Florida Bearing Values  
Specific Gravity  
Carbonate Analysis  
Hydraulic Conductivity  
Organic Contents  
L.A. Abrasion

#### **FDOT Inspections**

QC Management  
Earthwork Inspections  
QC Concrete Inspections  
QC Asphalt Inspections

#### **Field Inspection Services**

Fill & Quality Control Inspections  
Demucking Inspections  
Building Inspections  
Pile Driving Inspections  
Pile Load Tests  
Steel Inspection  
Threshold Inspection  
Bolt Inspection  
Weld Inspection  
Vibration Monitoring

#### **Geotechnical Engineering**

Foundation Engineering  
Foundation Design & Recommendation  
Subsoil Investigation  
Pile Load Calculations  
Piling Installation Monitoring

#### **Asphalt Services**

Backscatter Density Tests  
Extractions & Gradations  
Marshall Limits  
Bulk Specific Gravity  
Cores for Thickness Determination  
Asphalt Pavement Monitoring  
Asphalt Assessment

#### **Concrete Tests**

Concrete Strength Testing  
Slump Tests  
Windsor Probe Testing  
Schmidt Hammer Testing  
Core Testing  
Air Content  
Concrete Unit Weight  
Flexual Strength Testing

### Environmental Engineering Services

#### **Phase I Site Assessments**

Site Inspections  
Research of Property Records

#### **Phase II Site Assessments**

Phase I Follow up on Contaminated Sites  
Installation of Monitoring Wells  
Soil Borings  
Soil and Ground Water Analysis

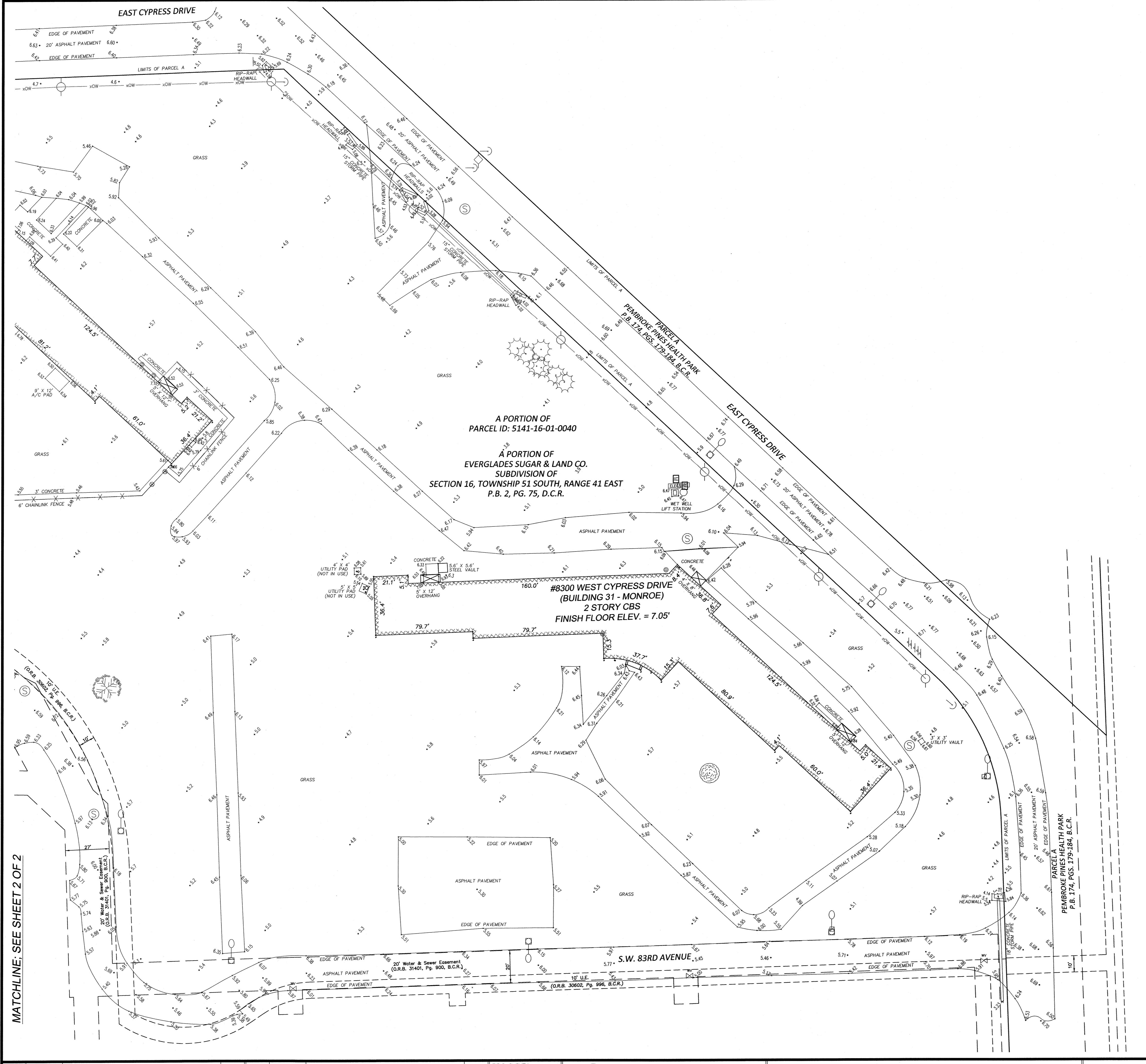
#### **Lead Base Paint Surveys**

Report and Analysis  
Air Monitoring

### Roof Testing & Inspection Services

TAS 105 Field Fastener Withdrawal Test  
TAS 106 Tile Uplift Test  
TAS 124 Bell Chamber / Bonded Pull Test  
TAS 126 Moisture Survey  
Windload Calculation  
Drainage Calculations  
Lightweight Concrete placement Inspection  
Roof Assessment / Evaluation  
Cap Sheet Inspection  
Fastener Spacing Inspection  
Tile/ Shingle/ Standing Seam Inspection  
Base Sheet Installation Inspection  
Insurance Mitigation  
Retrofit Mitigation/ Certification  
Roof Drainage Calculations





MATCHLINE: SEE SHEET 2 OF 2

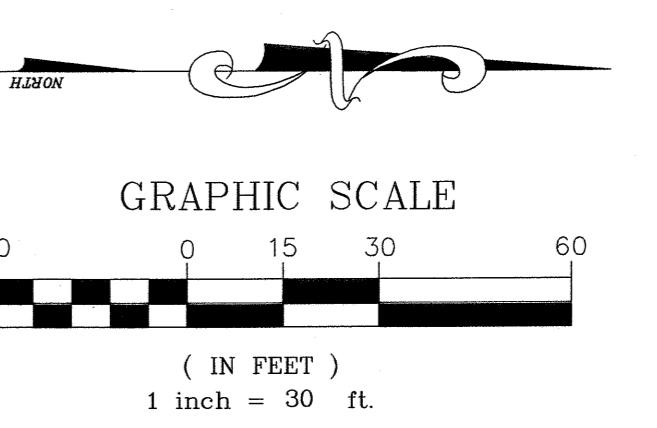
Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS®  
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 • Fax: 954.921.8807  
Certificate of Authorization 6791

BUILDINGS 31, 32 & 33  
PEMBROKE PINES HEALTH PARK  
CITY OF PEMBROKE PINES, FL

MAP OF AS-BUILT SURVEY

SEAL  
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A  
FLORIDA LICENSED SURVEYOR & MAPPER  
STEVEN M. WATTS  
PSM NO. 4588

SCALE  
1" = 30'  
PROJECT NO  
19-3011  
SHEET  
1 OF 2



#### SYMBOL LEGEND

CONC	CONCRETE
CATV	CABLE TELEVISION
CL.F.	CHAIN LINK FENCE
D.B.	DEED BOOK
NAVD(88)	NORTH AMERICAN VERTICAL DATUM OF 1988
FH	FIRE HYDRANT
FP&L	FLORIDA POWER & LIGHT
LB	LICENSED BUSINESS
MON	MONUMENT
O.R.B.	OFFICIAL RECORDS BOOK
B.C.R.	BROWARD COUNTY RECORDS
P.B.	PLAT BOOK
PG.	PAGE
RCP	REINFORCE CONCRETE PIPE
R/W	RIGHT-OF-WAY
S.R.	STATE ROAD
(Typ.)	TYPICAL
(C)	CALCULATED
(D)	DEED
IPC	IRON PIPE & CAP
IP	IRON PIPE
NL&D	NAIL & DISK
COR.	CORNER
INV.	INVERT
—xOW—	ELECTRIC OVERHEAD WIRES

#### LEGEND:

CONC	CONCRETE
CATV	CABLE TELEVISION
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COR.	CORNER
INV.	INVERT
—xOW—	ELECTRIC OVERHEAD WIRES

#### REPORT OF AS-BUILT SURVEY

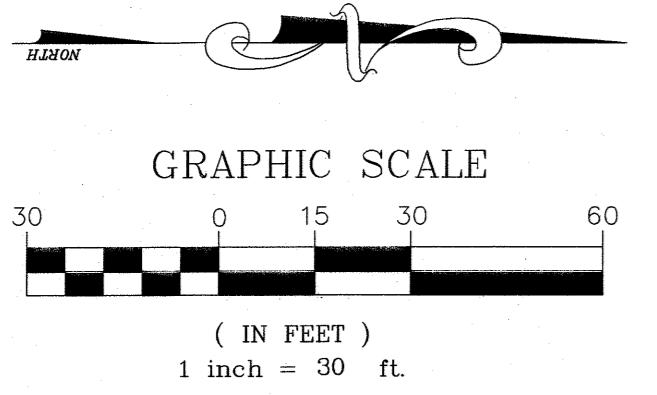
- Calvin, Giordano & Associates, did not research title for this property and the plats, rights-of-way, and easements as shown hereon are per a diligent search of the Public Records of Broward County, Florida via the Broward County Property Appraiser's and Clerk of the Court's web sites.
- The purpose of this Map of Survey is to prepare a As-Built Survey of Buildings 31, 32, and 33 which are situated within the overall Pembroke Pines Health Park property, of which the property has a Broward County Parcel Folio of 5141-16-01-0040 as owned by the THT Health Services, State of Florida and being a portion of Section 16, Township 51, Range 41 East.
- Not valid without the signature and original raised seal of a Florida Professional Surveyor & Mapper.
- Underground improvements and/or encroachments were not located as part of this survey task.
- Unless otherwise noted hereon, record and measured values are in substantial agreement.
- The property as shown hereon has a Flood Zone designation of Zone X (0.2%) per the Flood Insurance Rate Map (FIRM), Map Number: 12011C0545H, Community Name & Number: City of Pembroke Pines 120053, Panel: 545, Suffix: H, Effective: 08/08/2014.
- The horizontal features shown hereon are plotted to within 1/20 of the map scale.
- Horizontal and vertical data shown hereon was obtained utilizing a "TOPCON ES-105" Total Station and "TDS-NOMAD" Data Collection System.
- Horizontal feature location is to the center of the symbol and may be enlarged for clarity.
- The elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD88) and referenced to Broward County Bench Mark #1158, Elevation 4.21 (NAVD88) (published as 5.82' National Geodetic Vertical Datum of 1929 (NAVD29)) and being a nail & tab in the centerline of asphalt of Utopia Dr. and 90 ft South of the centerline of Ramona Street, Miramar.

#### CERTIFICATION

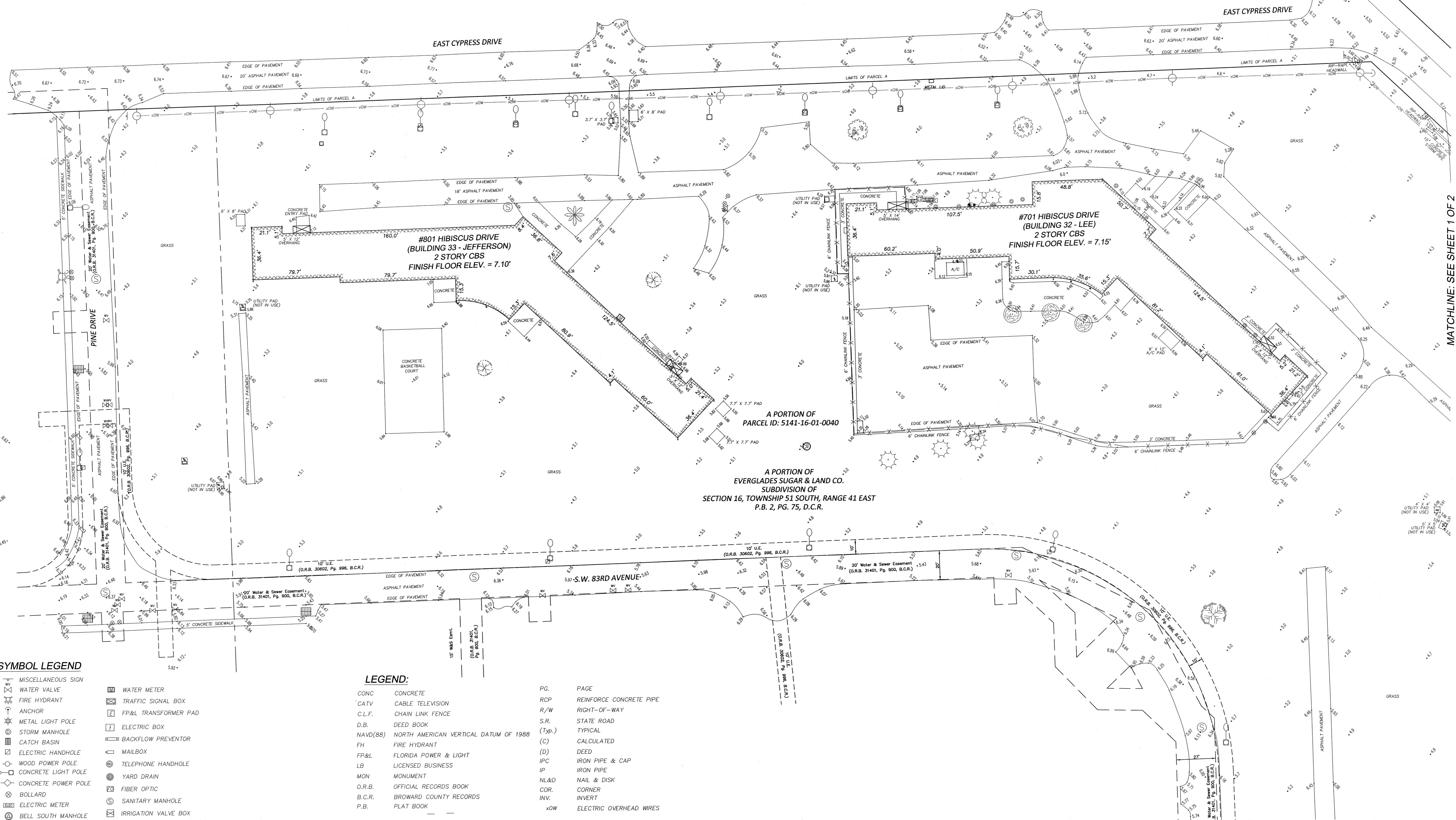
I, Steven M. Watts, do hereby state that this Map of As-Built was done under my direct supervision and is accurate to the best of my knowledge and belief. I further state that this Map of As-Built Survey was completed in accordance with the Standards of Practice requirements for Surveying and Mapping as stated in Rule 5J-17 of the Florida Administrative Code, pursuant to Florida Statutes Chapter 472.027.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signature \_\_\_\_\_  
Steven M. Watts  
Professional Surveyor and Mapper  
Florida Registration No. 4588



PARCEL A  
PEMBROKE PINES HEALTH PARK  
P.B. 174, PGs. 179-184, B.C.R.



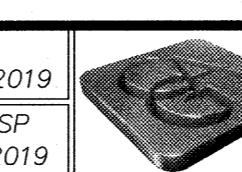
**SYMBOL LEGEND**

- MISCELLANEOUS SIGN
- WATER VALVE
- FIRE HYDRANT
- ANCHOR
- METAL LIGHT POLE
- STORM MANHOLE
- CATCH BASIN
- ELECTRIC HANDHOLE
- WOOD POWER POLE
- CONCRETE LIGHT POLE
- CONCRETE POWER POLE
- BOLLARD
- ELECTRIC METER
- BELL SOUTH MANHOLE

**LEGEND:**

CONC	CONCRETE	PG.	PAGE
CATV	CABLE TELEVISION	RCP	REINFORCE CONCRETE PIPE
C.L.F.	CHAIN LINK FENCE	R/W	RIGHT-OF-WAY
D.B.	DEED BOOK	S.R.	STATE ROAD
NAVD(88)	NORTH AMERICAN VERTICAL DATUM OF 1988	(Typ.)	TYPICAL
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FP&L	FLORIDA POWER & LIGHT	(D)	DEED
LB	LICENSED BUSINESS	IPC	IRON PIPE & CAP
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O.R.B.	OFFICIAL RECORDS BOOK	NLD	NAIL & DISK
B.C.R.	BROWARD COUNTY RECORDS	COR.	CORNER
P.B.	PLAT BOOK	INV.	INVERT
		xOW	ELECTRIC OVERHEAD WIRES

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY



Calvin, Giordano & Associates, Inc.  
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Certificate of Authorization 6791

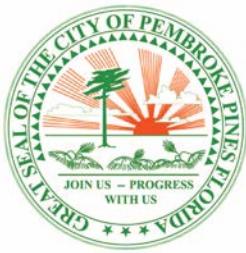
BUILDINGS 31, 32 & 33  
PEMBROKE PINES HEALTH PARK  
CITY OF PEMBROKE PINES, FL

MAP OF AS-BUILT SURVEY

SEAL  
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A  
FLORIDA-LICENSED SURVEYOR & MAPPER  
STEVEN M. WATTS  
PSM NO. 4588

SCALE  
1" = 30'  
PROJECT NO  
19-3011  
SHEET  
2 OF 2

**December 31, 2020**



**PEMBROKE PINES  
CITY COMMISSION**

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

**Jay D. Schwartz**  
VICE MAYOR  
DISTRICT 2  
954-450-1030  
jschwartz@ppines.com

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

**Angelo Castillo**  
COMMISSIONER  
DISTRICT 4  
954-450-1030  
acastillo@ppines.com

**Iris A. Siple**  
COMMISSIONER  
DISTRICT 3  
954-450-1030  
isiple@ppines.com

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

**Addendum #1**

**City of Pembroke Pines**

**IFB # PSPW-20-17 Construction of Equipment and Machinery Building**

**1. BID END DATE CHAGE**

The bid due date has been extended by one week. The new end date is January 19th, 2021.

**2. ADDITIONAL DOCUMENTS**

Attachment J - "Pembroke Pines Health Park Property Survey of Building 31, 32 & 33" is being provided as a response to question 7 of the Q&A section of this bid.

[Vendor view of bid](#)
[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#) | [Addendums](#)

Bid #PSPW-20-17 - Construction Of Equipment & Machinery Building     

<b>Time Left</b>	Bid has ended.	<b>Notifications</b>	<a href="#">Report (Bidder Activity)</a>		
<b>Bid Started</b>	Dec 8, 2020 10:06:55 PM EST	<b># of suppliers that viewed</b>	106  <a href="#">(View)</a>		
<b>Bid Ended</b>	<b>This bid closed on Jan 19, 2021 2:00:00 PM EST</b>	<b>Q &amp; A</b>	<a href="#">Questions &amp; Answers</a> Questions: 23 Q&A Deadline: Dec 29, 2020 8:30:00 PM EST		
<b>Agency Information</b>	City of Pembroke Pines, FL <a href="#">(view agency's bids)</a>				
<b>Bid Classifications</b>		<a href="#">Classification Codes</a>			
<b>Required Vendor Qualifications</b>	PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR				
<b>Bid Regions</b>	<a href="#">Regions</a>				
<b>Bid Contact</b>	<a href="#">see contact information</a>				
<b>Pre-Bid Conference(s)</b>	Dec 15, 2020 10:00:00 AM EST Attendance is optional Location: There will be a non-mandatory scheduled pre-bid meeting on December 15, 2020 at 10:00 a.m. Meeting location will be at the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025.				
All vendors will be required to sign in at the meeting to show proof of attendance to the mandatory meeting. It is the vendor's responsibility to make sure that they sign in at the meeting.					
Attendees shall adhere to any recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 that are applicable to any activity during the site visit. Recommendation may include, but are not limited to, activities such as social distancing and wearing face coverings.					
<a href="#">Transcript Attendance</a>					
<b>Copy Bid</b>	<a href="#">Click here to copy</a> the bid and relist it as a new bid				
<b>View Rules</b>	<a href="#">Click here to change</a> the rules for this bid.				
<b>Best and Final Offer:</b>	<a href="#">Create</a>				

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

<b>Contract Duration</b>	One Time Purchase
<b>Contract Renewal</b>	Not Applicable
<b>Prices Good for</b>	90 days
<b>Budgeted Amount</b>	\$0.00 <a href="#">(change)</a>
<b>Expected Expenditure</b>	\$890,000.00
<b>Standard Disclaimer</b>	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

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

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

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

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

#### Bid Comments

The city of Pembroke Pines is seeking proposals from qualified firms for the construction of a slab on grade steel maintenance building.

#### Documents

[Select All](#) | [Select None](#) | [Download Selected](#)

- 1.  [PSPW-20-17 Construction of Equipment Machinery Building.pdf](#) [\[download\]](#)
- 3.  [Attachment B - Non-Collusive Affidavit](#) [\[download\]](#)
- 5.  [Attachment D - Sample Insurance Certificate.pdf](#) [\[download\]](#)
- 7.  [Attachment F - References Form](#) [\[download\]](#)
- 9.  [Attachment H - Reference Design Drawings.pdf](#) [\[download\]](#)
- 11.  [Pre-Bid Meeting Attendance Sheet.pdf](#) [\[download\]](#)

 Addendum #1 (2 documents)

- 2.  [Attachment A - Contact Information Form.docx](#) [\[download\]](#)
- 4.  [Attachment C - Proposers Qualifications Statement](#) [\[download\]](#)
- 6.  [Attachment E - Specimen Contract - Construction Agreement Rev 2020-01.pdf](#) [\[download\]](#)
- 8.  [Attachment G - Standard Release of Lien.pdf](#) [\[download\]](#)
- 10.  [Attachment I - Sample Soil Report.pdf](#) [\[download\]](#)

 = Included in Bid Packet

 = Excluded from Bid Packet

#### Items

Item	Title	Offers
PSPW-20-17--01-01	<a href="#">Cost to construct the specified Equipment &amp; Machinery Building</a>	Y <a href="#">Info</a>
PSPW-20-17--01-02	<a href="#">Additional Cost to Provide Payment and Performance Bond for the project</a>	Y <a href="#">Info</a>

#### Addendum #1 - Made On Dec 15, 2020 12:04:12 PM EST

**New Documents** [Pre-Bid Meeting Attendance Sheet.pdf](#)

#### Addendum #2 - Made On Dec 31, 2020 11:19:14 AM EST

**New Documents** [Attachment J - Pembroke Pines Health Park Property Survey of Building 31, 32 33.pdf](#)  
[Addendum 1.pdf](#)

**Previous End Date** Jan 12, 2021 2:00:00 PM EST

**New End Date** Jan 19, 2021 2:00:00 PM EST

#### Contractor Advertisements

[View All Ads](#)

There are no advertisements on this solicitation.

[Go to Bid Information](#)[View Printable](#)

## Question and Answers for Bid #PSPW-20-17 - Construction of Equipment & Machinery Building

[Create New Question](#)

Question Deadline: Dec 29, 2020 8:30:00 PM EST

### Overall Bid Questions

#### Question 1

In the ITB under item 1.8.1 it states that the pre-bid meeting is non-mandatory but also states, "all vendors will be required to sign in at the meeting to show proof of attendance to the MANDATORY MEETING." Please confirm whether the pre-bid meeting will be mandatory or optional. **(Submitted: Dec 10, 2020 12:51:33 PM EST)**

[edit](#)

#### Answer

- The meeting was non-mandatory but a sign in sheet was created for the meeting, which was uploaded today. **(Answered: Dec 15, 2020 12:08:14 PM EST)**

Add to Answer:

#### Question 2

Do to steel increases of 11% at the end of this year, this has created massive amount orders for all pre-engineered building manufacturers. Design drawings are taking 13 weeks from placement of building order which is 91 calendar days. This leaves only 89 calendar days for permitting and construction which is not adequate time. Since suppliers are starting from the issuance of a PO or contract this is not adequate time. Can the 180 day time period begin from issuance of a building permit? **(Submitted: Dec 22, 2020 10:43:06 AM EST)**

[edit](#)

#### Answer

- Yes, working days will be counted upon permit issuance. **(Answered: Dec 31, 2020 10:30:17 AM EST)**

Add to Answer:

#### Question 3

Will this building require a Certificate of Occupancy at completion? If it does, many of the questions contained herein relate to what minimum building services will be required by the Building Dept in order to obtain a Certificate of Occupancy **(Submitted: Dec 22, 2020 10:43:19 AM EST)**

[edit](#)

#### Answer

- Yes, building will require a CC. **(Answered: Dec 31, 2020 10:30:17 AM EST)**

Add to Answer:

#### Question 4

Need some guidance on site design requirements for permit - will this project pass site permit review with only a general site plan showing the building and without site improvements such as paving, utilities, lighting, landscaping, etc? **(Submitted: Dec 22, 2020 10:43:28 AM EST)**

[edit](#)

#### Answer

- Yes, current phase is just for a covered parking. (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

#### Question 5

Can the bid date be extended one week due to the holidays and most companies are shut down from December 24 to January 3rd? (Submitted: Dec 22, 2020 10:43:48 AM EST)

[edit](#) 

#### Answer

- Bid will be extended one week. (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

#### Question 6

Will you publish the Prebid Meeting Minutes? (Submitted: Dec 22, 2020 10:43:58 AM EST)

[edit](#) 

#### Answer

- Pre-bid meeting attendance sheet is posted on bidsync. (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

#### Question 7

Is there a current survey with topographical and utilities information available or should we include this in our price? (Submitted: Dec 22, 2020 10:44:09 AM EST)

[edit](#) 

#### Answer

- Current survey is available and posted on bidsync. (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

#### Question 8

What will the finish floor elevation be? What is the elevation of existing grade? (Submitted: Dec 22, 2020 10:44:19 AM EST)

[edit](#) 

#### Answer

- Finish floor elevation will be determined by designer of record. See survey for elevations. (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

#### Question 9

What is the weight and nature of the equipment that will be served at this building? (Submitted: Dec 22, 2020 10:44:27 AM EST)

[edit](#) 

#### Answer

- Various Heavy equipment to include big front end loaders, tractor trailers, dump trucks, bobcats, etc. (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

#### Question 10

Is there to be a new concrete slab under the lean-to roof overhangs? (Submitted: Dec 22, 2020 10:44:43 AM EST)

#### Answer

- No, concrete slab is to the extent of the exterior walls/columns. (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

[edit](#) 

#### Question 11

Specs indicate "all structural steel is to be painted" - does this include purlins and girts? (Submitted: Dec 22, 2020 10:44:53 AM EST)

#### Answer

- Yes (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

[edit](#) 

#### Question 12

Please indicate the interior walls type? Metal building wall panels or metal studs and drywall or other? (Submitted: Dec 22, 2020 10:45:03 AM EST)

#### Answer

- Metal Studs and Drywall, reinforced at openings for inner roll up doors. (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

[edit](#) 

#### Question 13

The NE Elevation incorrectly shows a gable roof under a gable roof. This is true for the SW Elevation but not the NE Elevation - please confirm (Submitted: Dec 22, 2020 10:45:12 AM EST)

#### Answer

- Confirmed (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

[edit](#) 

#### Question 14

Is a fire sprinkler system required? Installed with this contract or future? Interior riser installed only? If an interior riser is required, do you have an entry point designated? Do you have a pipe size? (Submitted: Dec 22, 2020 10:45:19 AM EST)

[edit](#) 

## Answer

- Fire sprinkler system is not required in this phase of the project. (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

## Question 15

Confirming the scope of work; minimum underground sanitary and vent plumbing installed to serve the future bathrooms only? Capped at top of slab? (Submitted: Dec 22, 2020 10:45:28 AM EST)

[edit](#) 

## Answer

- Confirmed (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

## Question 16

Confirming the scope of work; minimum underground domestic water plumbing installed to serve the future bathrooms only? Main water line stubbed up inside building only? Size? (Submitted: Dec 22, 2020 10:45:36 AM EST)

[edit](#) 

## Answer

- Confirmed, minimum 2" (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

## Question 17

Confirming the scope of work; no HVAC, exhaust fans at this time? (Submitted: Dec 22, 2020 10:45:47 AM EST)

[edit](#) 

## Answer

- Confirmed (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

## Question 18

Is a fire alarm system required and be installed with this contract or future? (Submitted: Dec 22, 2020 10:45:56 AM EST)

[edit](#) 

## Answer

- No. That will be part of future work. (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

## Question 19

[edit](#) 

Confirming the scope of work; minimum underground electrical conduit (only) installed to serve all future building service? Do you have an Electrical Rm location designated? What size conduit and how many? Tele / data conduit? (**Submitted: Dec 22, 2020 10:46:05 AM EST**)

#### Answer

- Confirmed, contractor to provide electrical conduit for future use. Electrical panel will be in Storage #4. Contractor shall provide (1) 3 inch conduit, (4) 2 inch conduits and (2) 1 inch conduits. (**Answered: Dec 31, 2020 10:30:17 AM EST**)

Add to Answer:

#### Question 20

Scope of design services is unclear. Scope of work states that contractor to provide a full construction set of drawings for permit and construction. This would typically include civil, landscape, architectural, structural, and mep design. However, the subsequent scope item states that contractor shall only be responsible for drawings for concrete slab, metal building, and sewer rough in only and only responsible for the same construction services.

Are we to include only a structural foundations plan, metal building shop drawings, and civil plans? Please clarify and make specific the scope of design services.

If we truly are to include only foundation, metal building, and sewer stub plans, how will this be handled in the permit review process to receive a permit without a complete set of plans? Also, the time frame to develop a full set of permittable drawings from civil to mep requires much more time then the 180 days allotted. From notice to proceed to first permit submission for drawings to the building department should take around a minimum of 6 months as we need sufficient time to coordinate with the city during the design. (**Submitted: Dec 28, 2020 8:06:57 AM EST**)

[edit](#) 

#### Answer

- Contractor is responsible for the full set of construction drawings to complete the specified scope in this phase and acquire a permit.

Contractor shall provide All drawings necessary to acquire a permit and construct the specified scope.

A full set of plans including architectural, structural, electrical, plumbing, site plan, survey, etc. will be provided for permit following the scope specified in this bid. Permit process will not be discounted from the 180 days construction timeline. (**Answered: Dec 31, 2020 10:30:17 AM EST**)

Add to Answer:

#### Question 21

For sewer rough in. Are we to include sewer rough in under building pad and stub out from building for future connection during site work phase?

Assumed sewer, electric, water to be stubbed up above slab and carried 5' outside of building pad for future connection. Please confirm accuracy (**Submitted: Dec 28, 2020 8:08:31 AM EST**)

[edit](#) 

#### Answer

- Yes

Correct (**Answered: Dec 31, 2020 10:30:17 AM EST**)

Add to Answer:

#### Question 22

For building pad prep, we have figured that the building pad area is roughly 3' below road elevation. Is the finish floor elevation to be above adjacent road grades? Please confirm there is enough building fill on site as stated in the scope of work to provide for correct building pad elevation. (**Submitted: Dec 28, 2020 8:10:55 AM EST**)

[edit](#) 

#### Answer

- Designer of record will determine the minimum FFE. Contractor can use existing fill for building pad, contractors can visit the site and calculate actual quantities as needed. (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

#### Question 23

Please note that metal building manufacturers provide only a primed steel product shipped to site. Scope of work indicated epoxy paint is required followed by a finish paint. Epoxy paint procedures for metal buildings requires a 2 part epoxy paint which is expensive and time consuming to install. To do this prior to erection of building would cost significantly more than painting in place post erection. It is suggested the coating of the steel be provided as an alternate Add to the base bid to keep the bid closer to the budgeted amount. This gives the city the option to add this item if the budget allows for it.

(Submitted: Dec 28, 2020 8:18:03 AM EST)

[edit](#) 

#### Answer

- Contractor can submit alternate pricing for coating the steel post erection in the comments section of the bid. (Answered: Dec 31, 2020 10:30:17 AM EST)

Add to Answer:

Questions? Contact a Periscope Source representative: 800-990-9339 or email: [source-support@periscopeholdings.com](mailto:source-support@periscopeholdings.com)

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PRE-BID ATTENDANCE SHEET			
Company Name: 1) Eco Building Solutions Inc	Representative Printed Name: <u>Yogesh Aziz</u>	E-mail: yogeshaziz@ecobuildinginc.com	Phone Number: 954-422-0904
Address: 1552 SW 13th St, Pompano Beach	Signature:		
Company Name: 2) <u>Brickstate Blockworks</u>	Representative Printed Name: <u>Brickstate Blockworks</u>	E-mail: blocks468@att.net	Phone Number: 954-275-2467
Address: 615 NW 10th #206	Signature:		
Company Name: 3) <u>Walker Design Construction</u>	Representative Printed Name: <u>Walker Jones</u>	E-mail: PATRICKWALKERSOUTHWEST	Phone Number: 989-295-0539
Address: 2715 Pinewood Ave West Palm Fl	Signature:		
Company Name: 4) <u>Persons Services Corp.</u>	Representative Printed Name: <u>Paul Stevens</u>	E-mail: pstevens@personservices.com	Phone Number: 251 533 3526
Address: 18335 S Perimeter Rd.	Signature:		
Company Name: 5) <u>Persons Services Corp.</u>	Representative Printed Name: <u>Chris Stevens</u>	E-mail: chris.stevens@personservices.com	Phone Number: 843-981-8611
Address: 18335 S Perimeter Rd, Suite 100	Signature:		
Company Name: 6) <u>Persons Services Corp</u>	Representative Printed Name: <u>Scott Sanders</u>	E-mail: 5914999@personservices.com	Phone Number: 954-309-6010
Address: 18335 S Perimeter Rd Ft. Lauderdale	Signature:		
Company Name: 7) <u>Allen Construction</u>	Representative Printed Name: <u>Allen Allen</u>	E-mail: rubens@allenconstruction.com	Phone Number: 706-237-7293
Address: 5337 Orange Drive, Dade, FL	Signature:		
Company Name: 8) <u>Wavy Point Contracting Inc</u>	Representative Printed Name: <u>Lim Blanc</u>	E-mail: lblanc@wavypointinc.com	Phone Number: 786-472-6743
Address: 7992 NW 12th, Dade FL 33126	Signature:		

## WAIVER AND RELEASE OF LIABILITY

## PSPW-20-17 - Construction of Equipment &amp; Machinery Building.

Date: December 15, 2020 at 10:00 a.m.

Meeting Location: Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025

PRE-BID ATTENDANCE SHEET									
1)	Florida Palm Construction Address: 103 / SW 44th Ave # 101 Davie FL 33344	Representative Printed Name: Tanner Carlton Signature:	E-mail: Tanner@floridapalmconstruction.com	Phone Number: 754-669-9518	2)	alex Construction Address: 1401 SW 40th St. #336 Miami FL 33167	Representative Printed Name: Adriana Herrera Signature:	E-mail: alexia@alexconstruction.com	Phone Number: 305-951-6556
3)	Kalex Construction Address: 11401 SW 40 st, #336 Miami FL 33165	Representative Printed Name: Jose Diaz Signature:	E-mail: jorgo@kalexconstruction.com	Phone Number: (305) 796-2884	4)	Better Construction, Inc Address: 6326 S.W. 11 Ave	Representative Printed Name: Reyhan Bernal Signature:	E-mail: BETTERCONSTRUCTION.COM	Phone Number: 786-299-1072
5)	Company Name: Address:	Representative Printed Name: Signature:	E-mail:	Phone Number:	6)	Company Name: Address:	Representative Printed Name: Signature:	E-mail:	Phone Number:
7)	Company Name: Address:	Representative Printed Name: Signature:	E-mail:	Phone Number:	8)	Company Name: Address:	Representative Printed Name: Signature:	E-mail:	Phone Number:

## WAIVER AND RELEASE OF LIABILITY

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