



*City of Pembroke Pines*

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
ALEXANDER DESIGN + BUILD, LLC.**

**THIS AMENDMENT ("First Amendment")**, dated February 20, 2025, is entered into by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

**ALEXANDER DESIGN + BUILD, LLC.**, a Limited Liability Company as listed with the Florida Division of Corporations, with a business address of **9705 NW 51<sup>st</sup> Terrace, Doral, FL 33178**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **December 19, 2022**, the Parties entered into an Agreement ("Original Agreement") for the replacement and installation of various types of fencing at various locations throughout the CITY on an as needed basis, for an initial period, which expires on **April 19, 2025**; and,

**WHEREAS**, CITY Code of Ordinances §35.29(C) authorizes the City Manager to extend, for operational purposes, and for a maximum one hundred and eighty (180) days, any contract entered into by the City; and,

**WHEREAS**, the Parties desire to extend the term of their contractual relationship for **one hundred and eighty (180) days** pursuant to CITY Code of Ordinances §35.29(C), which shall commence on **April 20, 2025**, and expire on **October 17, 2025**, as set forth in this First Amendment.

**W I T N E S S E T H**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** The Original Agreement is hereby extended for a one hundred and eighty



*City of Pembroke Pines*

(180) day period which shall commence on **April 20, 2025**, and expire on **October 17, 2025**.

**SECTION 3.** Section 4.2 of the Original Agreement is hereby revised and amended to include section 4.2.2 as set forth below:

4.2.2 The total compensation for all Services performed during the one hundred and eighty (180) period commencing on **April 20, 2025**, and expiring on **October 17, 2025**, by the pool of qualified vendors shall not exceed **THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$375,000.00)**.

**SECTION 4. Scrutinized Companies.**

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

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

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

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

4.1.2.2 Is engaged in business operations in Syria.

**SECTION 5. Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

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

5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary,



## City of Pembroke Pines

wages, or other remuneration.

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

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

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

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

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

**SECTION 6. Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is



currently on the convicted vendor list.

**SECTION 7. Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

**SECTION 8. Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

**SECTION 9. Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this First Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

**SECTION 10. Compliance with Foreign Entity Laws.** CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

- 10.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 10.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 10.3 Entity is not owned or controlled by the government of a foreign country of





*City of Pembroke Pines*

concern, as defined in Section 692.201, Florida Statutes. (Source: Section 288.007(2), Florida Statutes);

- 10.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
- 10.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 10.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SECTION 11.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 12.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

**SECTION 13.** Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

**SECTION 14.** Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

**SECTION 15.** This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment 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.

**SIGNATURE PAGE AND AFFIDAVIT FOLLOWS**



City of Pembroke Pines

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

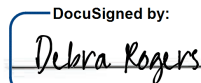
APPROVED AS TO FORM:



Print Name: 2-6-2025  
OFFICE OF THE CITY ATTORNEY

DocuSigned by:  
BY: Charles F. Dodge February 20, 2025  
47B966ECFDAD4AC...  
CHARLES F. DODGE, CITY MANAGER

ATTEST:

DocuSigned by:  
  
F8EA9A23A58B417...  
DEBRA E. ROGERS, CITY CLERK  
February 20, 2025

Signed by:



**CONTRACTOR:**

ALEXANDER DESIGN + BUILD, LLC.

DocuSigned by:  
Signed By: Alberto Aguirre  
23B829E1D18641D...  
Printed Name: Alberto Aguirre  
Title: Ambr



City of Pembroke Pines

**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: February 10, 2025

ENTITY: Alexander Design + Build, LLC.

SIGNED BY: DocuSigned by: Alberto Aguirre 23B829E1D18641D...

NAME: Alberto Aguirre

TITLE: Ambr



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Gregg Blanchard Insurance<br>11235 US Hwy 1<br>North Palm Beach, FL 33408 | <b>CONTACT NAME:</b> Gregg Blanchard<br><b>PHONE (A/C, No., Ext):</b><br><b>FAX (A/C, No.):</b><br><b>E-MAIL ADDRESS:</b><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Western World Insurance Co</td> <td>13196</td> </tr> <tr> <td><b>INSURER B:</b> Markel</td> <td>38970</td> </tr> <tr> <td><b>INSURER C:</b> CFC Underwriting</td> <td>5241,524</td> </tr> <tr> <td><b>INSURER D:</b> Progressive Express Insurance Co</td> <td>10193</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Western World Insurance Co | 13196 | <b>INSURER B:</b> Markel | 38970 | <b>INSURER C:</b> CFC Underwriting | 5241,524 | <b>INSURER D:</b> Progressive Express Insurance Co | 10193 | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|----------------------------------------------|-------|--------------------------|-------|------------------------------------|----------|----------------------------------------------------|-------|-------------------|--|-------------------|--|
| INSURER(S) AFFORDING COVERAGE                                                                | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                              |       |                          |       |                                    |          |                                                    |       |                   |  |                   |  |
| <b>INSURER A:</b> Western World Insurance Co                                                 | 13196                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                              |       |                          |       |                                    |          |                                                    |       |                   |  |                   |  |
| <b>INSURER B:</b> Markel                                                                     | 38970                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                              |       |                          |       |                                    |          |                                                    |       |                   |  |                   |  |
| <b>INSURER C:</b> CFC Underwriting                                                           | 5241,524                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                              |       |                          |       |                                    |          |                                                    |       |                   |  |                   |  |
| <b>INSURER D:</b> Progressive Express Insurance Co                                           | 10193                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                              |       |                          |       |                                    |          |                                                    |       |                   |  |                   |  |
| <b>INSURER E:</b>                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                              |       |                          |       |                                    |          |                                                    |       |                   |  |                   |  |
| <b>INSURER F:</b>                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                              |       |                          |       |                                    |          |                                                    |       |                   |  |                   |  |
| <b>INSURED</b><br>ALEXANDER DESIGN + BUILD LLC<br>9705 NW 51ST TER<br>Miami, FL 33178        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                              |       |                          |       |                                    |          |                                                    |       |                   |  |                   |  |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD                           | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> |          | NPP8962965    | 09/01/2024              | 09/01/2025              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>\$ |
| D        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                          | <input checked="" type="checkbox"/> |          | 979831646     | 04/11/2024              | 04/11/2025              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| B        | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br><input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                     | <input checked="" type="checkbox"/> |          | EZXS3128600   | 09/01/2024              | 09/01/2025              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$                                                                                                                                                                                   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y / N                               | N / A    |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                               |
| C        |                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> |          | PSM0039758053 | 09/01/2024              | 09/01/2025              | Liability \$ 1,000,000                                                                                                                                                                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Commercial General Liability includes coverage for Products and Completed Operations and Explosion Collapse and Underground Hazards.

The Certificate Holder is named as Additionally Insured with regards to General Liability

**CERTIFICATE HOLDER**

Phone :

Fax:

**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 DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Gregg Blanchard*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2025

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| <b>PRODUCER</b><br>S.T Good Insurance of Florida Inc<br>2501 SE Aviation Way<br>Suite H<br>Stuart FL 34996 | <b>CONTACT NAME:</b> Tammy Waddington<br><b>PHONE (A/C, No, Ext):</b> (772) 287-3625 <b>FAX (A/C, No):</b> (772) 287-3516<br><b>E-MAIL ADDRESS:</b> twaddington@stgoodinsurance.com<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Benchmark Insurance Company</td> <td>41394</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Benchmark Insurance Company | 41394 | <b>INSURER B:</b> |  | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-----------------------------------------------|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| INSURER(S) AFFORDING COVERAGE                                                                              | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                               |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Benchmark Insurance Company                                                              | 41394                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                               |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b>                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                               |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                               |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                               |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                               |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                               |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURED</b><br>Alexander Design + Build LLC<br>9705 NW 51st Terrace<br>Doral FL 33178                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                               |       |                   |  |                   |  |                   |  |                   |  |                   |  |

**COVERAGES****CERTIFICATE NUMBER:** CL249352967**REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                            | ADDL INSD                                    | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                    |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|----------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                              |          |                |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                  |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY            |                                              |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                     |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                  |                                              |          |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                | Y/N<br><input checked="" type="checkbox"/> Y | N/A      | TWFL0000623501 | 09/01/2024              | 09/01/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as Additionally Insured with regards to General Liability

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



*City of Pembroke Pines*

**AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES  
AND ALEXANDER DESIGN + BUILD LLC**

**THIS AGREEMENT (“Agreement”)**, dated December 19, 2022, (“Effective Date”) is entered into by and between:

**THE 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 the "CITY")

and

**ALEXANDER DESIGN + BUILD LLC**, a Limited Liability Company, as listed with the Florida Division of Corporations, with a business address of **9705 NW 51<sup>st</sup> Terrace, Doral, FL 33178** (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**W I T N E S S E T H:**

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 **June 21, 2022**, the CITY advertised its notice to bidders of the CITY's desire to expand the pool of qualified firms to provide for the **replacement and new installation of various types of fencing at various locations throughout the CITY on an as-needed basis**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**Request for Qualifications (“RFQ”) # PSPW-22-07**  
**“Citywide Fencing (Pool Expansion)”**

1.2 On **July 19, 2022**, the bids were opened at the offices of the City Clerk.



1.3 On November 16, 2022, the CITY Commission approved expansion of the pool of responsive responsible firms deemed qualified to provide replacement and new installation fencing services at various locations throughout the CITY on an as-needed basis and authorized the negotiation of an agreement for the services herein required.

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

1.5 CONTRACTOR is one (1) of the qualified firms willing and able to perform replacement and new installation services at various locations throughout the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement.

1.6 CITY intends and CONTRACTOR acknowledges that any services performed pursuant to this Agreement shall be non-exclusive and performed on an as needed basis, at the sole discretion of CITY, with no guaranty as to any minimum amount of work to be performed by CONTRACTOR.

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR agrees to provide for the **replacement and new installation of various types of fencing at various CITY locations** on an as needed basis, for specified projects as may be identified by CITY from time to time and at CITY's sole discretion ("Services"). The CITY makes no representation to CONTRACTOR neither of exclusivity nor of any minimum amount of work to be assigned to CONTRACTOR by CITY pursuant to this Agreement. The CONTRACTOR shall provide the Services as identified herein and more specifically described in **RFQ # PSPW-22-07**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, incorporated herein and made a part hereof as **Exhibit "B"**.

2.2 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Services on an as-needed basis upon the written request and upon authorization by the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to procure any certain amount or quantity of goods or services.

2.3 As needed, the CITY shall communicate with CONTRACTOR to determine CONTRACTOR's availability to perform a particular assignment/project and to receive price proposals from CONTRACTOR for such assignment/project. The CITY may assign an assignment/project to CONTRACTOR should the CITY find CONTRACTOR has sufficient availability and competitive pricing as it pertains to each individual assignment/project. In the event CONTRACTOR agrees to provide such Services, CITY shall issue a written authorization to proceed. No work may be undertaken without a prior written authorization from the CITY. Any such Services performed by CONTRACTOR without such written authorization or Notice to Proceed, shall be at CONTRACTOR's own risk and shall not incur any liability to CITY.



2.4 All specifications and plans prepared or to be used for the Services provided herein shall be certified and approved by CONTRACTOR and submitted to the CITY in a timely fashion for approval prior to advertisement or implementation as may be applicable. The CONTRACTOR acknowledges time is of the essence in performance of this Agreement.

2.5 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. CONTRACTOR shall perform Services in accordance with the schedule provided by CITY, unless the Parties agree in writing to modify or change the schedule. CONTRACTOR's failure to maintain the implementation schedule may warrant a full review by the CITY.

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

2.7 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.

2.8 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.

2.9 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.

### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 CONTRACTOR shall provide the Services as required herein and in accordance with **Exhibit "A"**, for an initial period which shall commence on the effective date of this Agreement and expire on **April 19, 2025**, thereafter.



3.2 This Agreement may be renewed at the expiration of the initial term, for an additional three (3) year term upon the mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this Agreement expires and the CITY has already initiated an assignment/project pursuant to this Agreement, the CONTRACTOR agrees to continue providing services, at the rate provided, on a month to month basis until the CITY establishes a new contract for services.

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

3.5 **Termination for Cause.** In addition to all other remedies available to CITY, this Agreement shall be subject to termination by CITY for cause, in the event CONTRACTOR causes any unnecessary delay, 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 fourteen (14) days after receipt by CONTRACTOR of written notice of such unnecessary delay, neglect, or failure. In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination. For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

3.5.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than fourteen (14) days after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;

3.5.2 CONTRACTOR becomes insolvent;

3.5.3 CONTRACTOR takes the benefit of any present or future insolvency statute;

3.5.4 CONTRACTOR makes a general assignment for the benefit of creditors,

3.5.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;

3.5.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;





3.5.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within thirty (30) days after its filing; or

3.5.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

#### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 Compensation paid to CONTRACTOR for the provision of Services herein required shall be based on the unit pricing submitted by CONTRACTOR for each applicable assignment/project initiated by the CITY from time to time on an as needed as more specifically described in **Exhibit "A"**. CONTRACTOR shall be paid monthly upon issuance of final inspection for work that has been performed, completed, inspected, and properly invoiced.

4.2 The total amount of compensation for all Services performed during the initial term of this Agreement by the pool of qualified vendors shall not exceed TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$2,250,000.00), the estimated annual amount for the pool of qualified vendors is anticipated to be **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00)**. The CONTRACTOR expressly recognizes that CONTRACTOR's acceptance of this Agreement does not guarantee any work or minimum fee to be paid to CONTRACTOR and that Services will be assigned on an as needed assignment/project basis, within the pool of qualified vendors.

4.2.1 Should a single assignment/project assigned to CONTRACTOR exceed **TWO HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$200,000.00)**, the CITY may retain/deduct five percent (5%) from monthly payments until the project is complete. 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.

4.3 Upon completion of the Services identified for each assignment/project, the CITY shall make final inspection of the Services rendered by CONTRACTOR within a reasonable time. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. If the CITY's inspection shows that the Services have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement and purchase order(s) submitted by the CITY for such assignment/project, the CITY shall receive the same. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Services, upon approval of the invoice, CITY shall pay the same within thirty (30) days.

4.4 If any of the required Services are rejected for any reason, the CONTRACTOR shall be required to perform the Services to the satisfaction of the CITY. Additionally, payment may be



withheld by the City Manager, for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

4.5 **Method of Billing and Payment.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Invoices submitted by CONTRACTOR shall include the date of service, service performed, hours spent, location of services, description of the assignment/project, and any other information reasonable required by the CITY. The CITY shall within thirty (30) days, from the date the City's Public Services Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his or her assignees. Payment will be made to CONTRACTOR at:

**Alexander Design + Build LLC  
9705 NW 51<sup>st</sup> Terrace  
Doral, FL 33178**

## **ARTICLE 5** **WARRANTY & WAIVER OF LIENS**

5.1 The CONTRACTOR warrants its products and the Services against faulty labor, defective material, and 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 at no cost to the CITY. The one (1) year warranty period does not begin until completion of an assignment/project, and the subsequent release of any Performance or Payment Bonds if applicable. The CONTRACTOR shall provide CITY with any applicable manufacture warranties for the materials and components provided hereunder.

5.2 Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the CONTRACTOR, as well as all suppliers and subcontractors whom 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** **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its elected and appointed officials, agents, and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, sustained by CITY, its elected and appointed officials, agents, or employees, to the extent such claims are arising out of, or by reason of, or resulting from the negligence, recklessness, or intentional wrongful conduct of CONTRACTOR and the agents, officers, or employees utilized by CONTRACTOR during performance of the services required by this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings,



and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

6.2 CONTRACTOR's aggregate liability resulting from this Agreement shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR.

6.3 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

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

## **ARTICLE 7** **INSURANCE**

7.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 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.

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

7.4 Certificates of Insurance shall provide for thirty (30) 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.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension



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

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

Yes No

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

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

Products & Completed Operations Coverage shall be maintained for the later of ten (10) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

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

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

- ✓ ☐ 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a



combined single limit of liability for bodily injury and property damage no less than:

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

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

Yes No

☐ ☒

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

Yes No

☐ ☒

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$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

☐ ☒

7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than ten (10) 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.

Yes No

☐ ☒

7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☒

7.6.7 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

☐ ☒

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

Yes No

☐ ☒

7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☒

7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☒

7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☒

7.6.12 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.

## 7.7 REQUIRED ENDORSEMENTS

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

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

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

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



## ARTICLE 8

### PAYMENT & PERFORMANCE BOND

8.1 Should a single assignment/project assigned to CONTRACTOR exceed **TWO HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$200,000.00)**, the CONTRACTOR shall be required to comply with the requirements of this Article 8. If applicable, the CITY will notify the CONTRACTOR, thereafter CONTRACTOR shall advise CITY the amount due to cover the cost associated with obtaining a Payment and a Performance Bond. The CITY will provide an allowance for the Payment and Performance Bond and reimburse the CONTRACTOR for said cost.

8.2 Within fifteen (15) calendar days after Notice of Award for a specific assignment/project, and in any event prior to commencing work on said assignment/project, the CONTRACTOR shall execute and furnish to CITY a payment and a performance bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the 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 price.** 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**  
**NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

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

**ARTICLE 10**  
**INDEPENDENT CONTRACTOR**

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

**ARTICLE 11**  
**AGREEMENT SUBJECT TO FUNDING**

This agreement shall remain in full force and effect only as long as the expenditures



provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

## **ARTICLE 12**

### **UNCONTROLLABLE FORCES**

Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. 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 13**

### **GOVERNING LAW AND VENUE**

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

## **ARTICLE 14**

### **SIGNATORY AUTHORITY**

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

## **ARTICLE 15**

### **DEFAULT OF CONTRACT & REMEDIES**

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.



## **ARTICLE 16**

### **BANKRUPTCY**

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

## **ARTICLE 17**

### **MERGER; AMENDMENT**

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

## **ARTICLE 18**

### **DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly 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 19**

### **PUBLIC RECORDS**

19.1 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:

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

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

19.1.3 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 contract term and, following completion of the contract, 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

19.1.4 Upon completion of the contract, 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.

19.2 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 herein.

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

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

**ARTICLE 20  
SCRUTINIZED COMPANIES**

20.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in 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 of:

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

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





20.1.2.1 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

20.1.2.2 Is engaged in business operations in Syria.

## **ARTICLE 21**

### **EQUAL BENEFITS FOR EMPLOYEES**

21.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances at the time of contract award.

21.2 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.

21.3 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.

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

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

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

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



## **ARTICLE 22**

### **EMPLOYMENT ELIGIBILITY**

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

#### **22.1.1 Definitions for this Section.**

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

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

22.1.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

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

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

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

22.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately.



Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

## **ARTICLE 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 five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

23.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

23.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this



## City of Pembroke Pines

provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

|             |                                                                                                                                                                                                                                                  |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY:       | Charles F. Dodge, City Manager<br>City of Pembroke Pines<br>601 City Center Way, 4 <sup>th</sup> Floor<br>Pembroke Pines, Florida 33025<br>Telephone No. (954) 450-1040                                                                          |
| Copy To:    | Samuel S. Goren, City Attorney<br>Goren, Cherof, Doody & Ezrol, P.A.<br>3099 East Commercial Boulevard, Suite 200<br>Fort Lauderdale, Florida 33308<br>Telephone No. (954) 771-4500<br>Facsimile No. (954) 771-4923                              |
| CONTRACTOR: | <b>Alberto Aguirre, Managing Director</b><br><b>Alexander Design + Build LLC</b><br><b>9705 NW 51<sup>st</sup> Terrace</b><br><b>Doral, FL 33178</b><br><b>E-mail: aaguirre@alexanderdesign-build.com</b><br><b>Telephone No: (305) 753-5808</b> |

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 **Entire Agreement; Conflicts.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of any conflict or ambiguity by and between this Agreement, **Exhibit "A"**, and **Exhibit "B"**, this Agreement shall govern and prevail, followed by **Exhibit "A"**, and **Exhibit "B"**.

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

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

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

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

23.15 **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.

23.15 **Compliance with Jessica Lunsford Act.** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for vendors performing services at a Florida public school or for a public school district, if applicable.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

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:**

DocuSigned by:

Marlene D. Graham

E858EEEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK  
December 19, 2022

BY:

[Signature]  
MAYOR FRANK C. ORTIS

DocuSigned by:

BY:

Charles F. Dodge  
47B966ECFDAD4AC...  
CHARLES F. DODGE, CITY MANAGER

**APPROVED AS TO FORM:**

[Signature], 11/3/22

Print Name: SAMUEL S. GRIFFIN  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

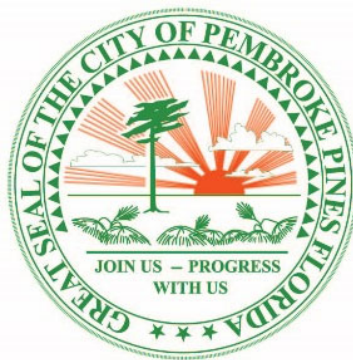
ALEXANDER DESIGN + BUILD LLC

Signed By: Albert Aguirre Digitally signed by Albert Aguirre  
Date: 2022.11.07 13:44:53 -05'00'

Print Name: Alberto Aguirre

Title: AMBR





# Citywide Fencing (Pool Expansion)

## Request for Qualifications # PSPW-22-07

| General Information                |                                                                                                                                                            |                 |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Project Cost Estimate              | The City anticipates using approximately \$750,000 in fencing annually.                                                                                    | See Section 1.4 |
| Project Timeline                   | Projects shall be on an as-needed basis, this contract shall be for an initial period of approximately three years with one additional three-year renewal. | See Section 1.4 |
| Evaluation of Proposals            | Evaluation Committee                                                                                                                                       | See Section 1.7 |
| Question Due Date                  | July 5, 2022                                                                                                                                               | See Section 1.8 |
| Proposals will be accepted until   | 2:00 p.m. on July 19, 2022                                                                                                                                 | See Section 1.8 |
| 5% Proposal Security / Bid Bond    | Not Applicable.                                                                                                                                            | Not Applicable  |
| 100% Payment and Performance Bonds | Not applicable at this point, however it will be required in the event any project exceeds \$200,000.                                                      | See Section 4.2 |
| Grant or Federal Funding           | Not Applicable                                                                                                                                             | Not Applicable  |

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



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## City of Pembroke Pines

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Attachment E: Aluminum Fencing Specifications



## **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:

#### **RFQ # PSPW-22-07 Citywide Fencing (Pool Expansion)**

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

If you have any problems downloading the solicitation, please contact the Bonfire Support at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).

If additional information help is needed with downloading the solicitation package please contact the City's Procurement Department at (954) 518-9020 or by email at [purchasing@ppines.com](mailto:purchasing@ppines.com). The Procurement Department hours are between 7:00 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 "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at <https://ppines.bonfirehub.com>. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

**Proposals will be accepted until 2:00 p.m., Tuesday, July 19, 2022.** Proposals must be **submitted electronically at <https://ppines.bonfirehub.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**

Due to the COVID-19 Coronavirus Pandemic, the City may not be opening up the physical location for public access.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**





## City of Pembroke Pines

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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.

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

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to 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 Bedit, 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, to provide the replacement and new installation of various types of fencing at various locations throughout the City on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation.

The City desires to expand the current pool of contractors for citywide fencing projects to ensure more competition. The City will contact all of the contractors in the pool, for projects exceeding \$5,000, when a project arises to get a quote and a timeline to complete the requested project. The lowest, most responsive/responsible Contractor that can meet the City's requirements shall be awarded the project(s) on an as-needed basis.



## City of Pembroke Pines

On April 20, 2022, the City approved the following vendors for RFQ # PSPW-21-11 "Citywide Fencing" to form a pool of contractors for citywide fencing projects, as recommended by the Evaluation Committee. As a result, the following vendors will be under contract until April 19, 2025, with the possibility of one additional three-year renewal:

1. GD Supplies LLC d/b/a GD Services
2. Gomez and Son Fence, Corp.
3. Pergola Roof Miami LLC
4. TechGroupOne, Inc.

The above listed contractors would not need to re-apply to be part of the existing pool; however, any firms that would like to be a part of the pool of contractors would need to submit a response in accordance with this solicitation.

The City shall prioritize project awards by price, availability, and turnaround time. In the event the lowest priced firm in the pool of contractors does not have the capacity or ability to accomplish a project within the required time frame, the City shall move to engage the next lowest priced firm with adequate availability and acceptable turnaround time.

Services shall be on an as-needed basis, therefore being part of the pre-qualified pool of contractors does not guarantee any work or selection for a project resulting from this bid.

In addition, in certain occasions, the City may also request pricing from the Pool of Contractors to obtain materials only, in the event that the City decides to install a fencing project in-house.

### **A.1.3 SCOPE OF WORK – POOL OF CONTRACTORS TO REMOVE, FURNISH AND INSTALL FENCING**

The City will reach out to the contractors in the approved pool to obtain pricing and a timeline to complete the requested project. As a result, the lowest, most responsive and responsible contractor will be selected for each project over \$5,000.

Below is a summary of the typical groups of work that the City will require pricing on from the Pool of Contractors:

- **Group 1: Complete Removal and Disposal**
- **Group 2: #6 Gauge Complete System Installation**
- **Group 3: #9 Gauge Complete System Installation**
- **Group 4: Backstop Complete System Installation**
- **Group 5: Gate and Hardware Installation**
- **Group 6: Removal and Replacement of Fabric**
- **Group 7: Posts Installed**
- **Group 8: Posts Installed**

**City of Pembroke Pines**

- **Group 9: Tension Wire, Top, Bottom, and Mid Rails**
- **Group 10: Aluminum and Pressure Treated Wood Fence**
- **Group 11: Miscellaneous**

All Specifications listed in Sections **A.1.3.4** through **A.1.3.15** refer to Chain Link Fencing only.

**A.1.3.1 GENERAL CONDITIONS**

- a. Contractor is responsible for pulling all required permits. All permit fees will be paid directly by the City.
- b. Contractor shall be responsible for providing all documents needed for acquiring building permits (excluding Group 10 Aluminum gates and picket fence).
- c. All dimensions and sizes provided in the scope are considered to be a minimum City standard. If the building code requires a stronger standard then the building code shall prevail.
- d. All work shall comply with the Florida Building Code.
- e. Installation shall be made in a professional, workman-like manner with skilled mechanics experienced in erection of these types of fence. The fence shall be erected on line and to grade as provided by owner.
- f. Do not begin work prior to establishment of final grades. Examine conditions under which fence and gates are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in an acceptable manner.
- g. All material and components shall be new and free of defects and or damage (except for temporary construction fencing).
- h. Contractor to clean up work area of all debris and surplus materials upon completion of the fences, gates and associated work.
- i. Contractor will be responsible for backfilling exposed post holes and return to original grade.
- j. Cleanup of equipment must be done off-site.

**A.1.3.2 ALUMINUM FENCING SPECIFICATIONS**

Refer to the approved drawings by Jorge Gutierrez Architect LLC supplied in  
**Attachment E: Aluminum Fencing Specifications**

**A.1.3.3 PRESSURE TREATED WOOD FENCING SPECIFICATIONS**



## City of Pembroke Pines

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- a. Use only pressure treated lumber that is rated for ground contact.
- b. All pickets are to be 3/4" x 6" x 6' Dog Ear.
- c. Nails are not permitted. Use only screws that are rated for outdoor use in pressure treated wood. Minimum size for securing 2x4 to post is #9 x 3". Minimum size for securing pickets is #8 x 1 3/4".
- d. All hinges and latches are to be galvanized steel.
- e. Install gates plumb, level, and secure for full opening without interference.
- f. Hang swing gates on hinges so they remain motionless in any position.
- g. Gate frames shall be fabricated of 1 1/2" galvanized square tubing using welded construction to form rigid and watertight connections.
- h. All welds shall be touched up with matching zinc-rich paint.
- i. Gates must be properly braced to eliminate any possible sagging conditioning.

### **A.1.3.4 CHAIN LINK FABRICS**

#### **a. General Requirements**

Chain link fabric shall be placed on the security/activity side of post & gates.

Fasten to terminal posts and vertical gate framing with stretcher bar and stretcher bar bands spaced at maximum 15-inch intervals.

Fasten to line posts and intermediate vertical gate framing with STEEL tie wire attached at minimum 14-inch intervals.

Fasten to intermediate horizontal rails and horizontal and diagonal gate rails and bracing with STEEL tie wire attached at maximum 24-inch intervals.

Fasten to the top of gates and the bottom of gates and transom rails with vandal-proof wire clips at maximum 14-inch centers.

Fabric shall remain in tension after pulling force is released.

Mesh shall be 2 inches with a tolerance of +/- 1/8 inch unless otherwise specified by the City (excluding tennis).

For Tennis Court Mesh shall be 1 5/8 inches with a tolerance of +/- 1/8 inch.



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Top and bottom of all fabrics (except Temporary Construction fencing) shall be knuckled.

Contractor to provide prices for fencing with the different materials shown below.

### **b. Hot Dipped Galvanized**

Fabric shall be #6-gauge hot dipped galvanized coated steel chain link.

The galvanized coating shall be Zinc 5% Aluminum alloy coated steel chain link fabric as per ASTM A392 Specification for Zinc-Coated Steel Chain-Link Fence Fabric.

Hot-dipped galvanized after weaving to produce zinc coating of not less in weight than 1.2 ounces per square foot.

### **c. Extruded PVC Coated**

#6-gauge fabric shall be #9-gauge extruded hot dipped galvanized steel wire core with extruded PVC coating form fitting a finished #6-gauge fabric.

#9-gauge fabric shall be #11-gauge extruded hot dipped galvanized steel wire core with extruded PVC coating form fitting a finished #6-gauge fabric.

## **A.1.3.5 FITTINGS & ACCESSORIES**

- a. Malleable iron or steel, hot-dip galvanized.
- b. Tension Stretcher Bars: 3/16 inch by 3/4 inch beveled edge, two inches less than fabric height. Provide one bar for each gate and end post and two for each corner and pull post.
- c. Tension Stretcher Bar Bands: 11 Gauge beveled steel for attaching fabric and tension stretcher bars to gate end and pull posts.
- d. Tie Wire: For intermediate posts shall be #9-gauge galvanized steel wire. The wire for top rail shall be #9-gauge galvanized steel wire.

## **A.1.3.6 TENSION WIRE**

- a. Tension wire shall only be used if specifically requested by the City. Refer to **Section A.1.3.8 a.**
- b. Tension wire shall be stretched taut from terminal post to terminal post.
- c. It shall be attached to the fence with 9 gauge hog rings every 24 inches.



- d. The bottom tension wire shall be #7 gauge aluminum coated spring coil or crimped wire. Minimum weight of aluminum coating shall be 0.40 ounces per square foot of wire surface.

#### **A.1.3.7 POST, GATE FRAMES AND RAILS**

- a. All posts, gate frames and rails shall be schedule 40 steel pipe in accordance with ASTM A120, TYPE I, and shall be hot dip galvanized with 1.8 ounces of zinc per square foot of coated surface area.
- b. All posts, gate frames and rails for PVC coated shall be schedule 40 steel pipe in accordance with ASTM A120, TYPE I, and shall be PVC coated.
- c. Diameter of pipes shall be as noted on post & rail schedule.

#### **A.1.3.8 TOP, MIDDLE & BOTTOM RAILS**

- a. All fencing shall include a bottom rail in lieu of tension wire, unless tension wire is specifically requested by the City.
- b. Middle rails is required on all fencing 10' and above.
- c. Pipe shall be 1 5/8 inches O. D. Schedule 40.
- d. Couplings are to be outside type at least 6 inches long.
- e. Top rails for 4, 5 & 6 foot fences:
- The top rail shall be provided with couplings approximately every 21 feet.
  - The top rail is to pass through the line posts, tops and form a continuous brace from end to end of each stretch of fence.
  - Top rail shall be securely fastened to the terminal posts with 11 gauge pressed steel bands and malleable rail ends.
- f. Top rails for 8, 10, 12, 18, 20, 24 and 30-foot fences, shall be secured to the intermediate posts with boulevard clamps.
- g. Middle rails for 8, 10, 12, 18, 20, 24 and 30-foot fencing shall be secured to the intermediate posts with boulevard clamps.
- h. Middle rails on all fencing 10-foot or greater shall be spaced evenly between the top and bottom rails.



- i. Bottom rails will be secured with boulevard clamps.

#### **A.1.3.9 GATES**

- a. Install gates plumb, level, and secure for full opening without interference.
- b. Install ground set items in concrete.
- c. Hang swing gates on hinges so they remain motionless in any position.
- d. Adjust hardware for smooth operation and lubricate where necessary.
- e. Gate frames shall be fabricated using welded construction to form rigid and watertight connections.
- f. Gates for 4, 5, 6, 7, 8, 10 and 12-foot high fence shall be constructed of 2" O.D. pipe.
- g. All welds shall be touched up with matching zinc-rich paint.
- h. Gates must be properly braced to eliminate any possible sagging conditioning.
- i. Hinges shall be **commercial Bulldog hinge** of sufficient strength and design to permit easy and trouble-free operation.
- j. All gates shall be equipped with a positive type-latching device with means for padlocking.
- k. All drive gates shall be equipped with center plunger rods, catch and semi-automatic outer catches to secure gates in open position.
- l. All walk gates shall be equipped with a pin-welded to the gate frame to engage the semi-automatic latch on the gateposts.
- m. Gates for 4 & 5 foot high fence shall be constructed of 1 5/8" O.D. pipe equipped with box hinges and malleable fork latches.

#### **A.1.3.10 BRACES**

Brace pipes shall be the same as top rail and shall be installed midway between the top rail and the ground and extend from the terminal post to the first adjacent line post. Braces shall be secured to posts by #11-gauge pressed steel and malleable fittings then securely trussed from the line posts the base of the terminal posts with a 3/8" truss rod and tightened. Braces are required only in heights of 6 foot and higher.





### **A.1.3.11 FITTINGS, ACCESSORIES, AND GATE POSTS**

All fittings and accessories shall be malleable iron or steel, Hot-Dip galvanized. Cap posts to exclude moisture from tubular sections. Post for swing gates shall be pipe of the following nominal sizes for each gate leaf:

- a. 4 - 5 Foot High Fence:
  - Gate Leaf up to 6' wide (inclusive) -2 1/2" O.D.
- b. 6 - 8 Foot High Fences:
  - Gate Leaf up to 6' wide (inclusive) -3" O.D.

### **A.1.3.12 CONCRETE**

- a. Ready mix concrete shall be used to install all posts.
- b. Concrete shall be 2500-PSI minimum compressive strength at 28 days.
- c. All concrete footings shall not extend above grade and shall be crowned to shed water.
- d. Placing of concrete underwater is not permitted.
- e. Contractor shall not pour concrete prior to inspection of postholes by Project Manager.

### **A.1.3.13 POSTS**

- a. Space posts not more than ten feet on center.
- b. Posts shall be of sufficient length, to set in concrete not less than required in post & rail schedule.
- c. Check post for vertical and top alignment.
- d. All Posts shall have minimum 3 inches of concrete under the post.

### **A.1.3.14 POST AND RAIL SCHEDULE**

| Fence Height                 | 4'   | 6'   | 8'   | 10'  | 12'  | 18' | 20' | 24' | 30' |
|------------------------------|------|------|------|------|------|-----|-----|-----|-----|
| <b>Corner and Pull Posts</b> |      |      |      |      |      |     |     |     |     |
| Diameter                     | 2.5" | 3"   | 3"   | 3"   | 3"   | 4"  | 4"  | 4"  | 6"  |
| Hole Depth                   | 33"  | 39"  | 39"  | 42"  | 42"  | 54" | 54" | 60" | 70" |
| Hole Diameter                | 10"  | 12"  | 12"  | 14"  | 14"  | 16" | 16" | 24" | 30" |
| <b>Intermediate Posts</b>    |      |      |      |      |      |     |     |     |     |
| Diameter                     | 2"   | 2.5" | 2.5" | 2.5" | 2.5" | 3"  | 3"  | 3"  | 4"  |
| Hole Depth                   | 27"  | 36"  | 36"  | 36"  | 36"  | 36" | 36" | 54" | 60" |



*City of Pembroke Pines*

| Hole Diameter          | 10"    | 10"    | 12"    | 14"    | 14"    | 14"    | 16"    | 24"    | 30"    |
|------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b>Rails</b>           |        |        |        |        |        |        |        |        |        |
| <b>Diameter</b>        | 1 5/8" | 1 5/8" | 1 5/8" | 1 5/8" | 1 5/8" | 1 5/8" | 1 5/8" | 1 5/8" | 1 5/8" |
| <b>Quantity Top</b>    | 1      | 1      | 1      |        | 1      | 1      | 1      | 1      | 1      |
| <b>Quantity Middle</b> | 0      | 0      | 0      | 1      | 1      | 2      | 2      | 2      | 3      |
| <b>Quantity Top</b>    | T.W.   | T.W.   |        | 1      | 1      | 1      | 1      |        |        |

#### **A.1.3.15 BACKSTOP**

All Fences up to 10' height are required to be 6 gauge, 10' to 30' are to be 9 gauge.

#### **A.1.3.16 DISCLOSURE**

Contractor will submit a list of all subcontractors and material suppliers delivering to job site.

#### **A.1.3.17 WARRANTY**

- a. Contractor shall warrant its products and/or services against faulty labor and/or defective material for a minimum period of one (1) year from the date of completion of project.
- b. All copies of manufacturer warranties shall be presented to the City along with initial proposal submitted.

#### **A.1.3.18 WORKDAY DEFINED**

The workday shall start at 7:00 A.M. and end at 5:00 P.M. Monday through Thursday. Any deviations from this schedule must be pre-approved by the City of Pembroke Pines Project Manager.

#### **A.1.3.19 UNDERGROUND SERVICE LINES**

The contractor shall be responsible to request from appropriate utility companies physical locations of all underground lines. Contractor shall be responsible for repairs of any broken service line as a result of Contractor's work activities.

#### **A.1.3.20 WORK COMMENCEMENT**

Contractor shall neither commence any work nor enter the City work premise until a Work Order directing the Contractor to proceed with various items of work has been received.

#### **A.1.3.21 PROTECTION OF PROPERTY**



## *City of Pembroke Pines*

All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the City which is damaged by reason of the vendor's presence on the property.

### **A.1.3.22 WORK PROGRESS**

- a. Contractor shall start each project based on information shown in "Notice to Proceed".
- b. Contractor to begin each stage of work as requested by project manager.
- c. Contractor to complete each phase of work within the time agreed upon with the City of Pembroke Pines Project Manager.

### **B.1.3 SCOPE OF WORK – POOL OF CONTRACTORS FOR FENCING MATERIALS ONLY**

The City of Pembroke Pines may bring some of our fencing projects in house as opposed to using contractors for the installation process, as a result we may request pricing for materials from the Contractors that are selected to be in the Pool of Contractors, in-lieu of requesting pricing for materials with installation.

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

A pool of Contractors will be selected for projects on an as-needed basis; the contract will be utilized by multiple departments in the City with an estimated aggregate annual spending limit of \$750,000. Projects will include new fences, replacement fences, fence repairs, and fence modifications. Staff does not have individual project cost estimates at this time. This contract shall be for an initial period of approximately three years, expiring on or around April 19, 2025, with one additional three-year renewal.

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.**

#### **1.4.1 PERMIT, LICENSE, IMPACT OR INSPECTION FEES**

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 SUBMISSION**

The <https://ppines.bonfirehub.com/> website allows for vendors to complete, scan and upload their documents as part of the proposer's submittal on the website. Proposals should be formatted as follows:

### **1.5.1 Proposal Requirements**

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.

The Bonfire system utilizes "Questionnaires" to request the following information from prospective proposers.

#### **Tab 1 - Experience and Ability (35 points):**

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

1. Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.
2. Describe the size of your firm.
3. Describe your firm's financial history, strength and stability.
4. Describe your firm's range of activities.
5. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.
6. Do you have a minimum of two (2) years of experience? Please provide proof of such experience.
7. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
8. Explain the availability and access to the firm's top level management personnel.
9. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
10. Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.
11. Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.



12. Explain the ability and experience of the field staff with specific attention to project related experience.
13. Contractor should list any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
14. Provide the recent, current, and projected workload of the firm.

**Tab 2 - Previous Experience / References Form (30 points):**

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (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. In this section you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information. Details should include the following:

1. References Contact Information
  - a. Name of Firm, City, County or Agency
  - b. Address
  - c. Contact Name
  - d. Contact Title
  - e. Contact E-mail Address
  - f. Contact Telephone #
2. Project Information
  - a. Name of Contractor Performing the work
  - b. Name and location of the project
  - c. Nature of the firm's responsibility on the project
  - d. Project duration
  - e. Completion (Anticipated) Date
  - f. Size of project
  - g. Cost of project
  - h. Work for which staff was responsible
  - i. Contract Type
  - j. The results/deliverables of the project

**Tab 3 - Firm's Understanding and Approach to the Work (30 points):**

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the



## City of Pembroke Pines

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thoroughness demonstrated in analyzing and investigating the scope of the project.

1. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
2. Please clearly describe all aspects of the project proposed.
3. Include details of your approach and work plans.
4. Identify any issues or concerns of significance that may be appropriate.
5. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

### **1.5.2 Other Completed Questionnaires:**

1. Contact Information Form
2. Proposer's Background Information
3. Vendor Registration Checklist

### **1.5.3 Other Completed Documents:**

1. Attachment A: Non-Collusive Affidavit

### **1.5.4 Optional Documentation**

#### **1. Trade Secrets:**

- a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.



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

## **2. Financial Statements:**

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

## **3. Alternatives:**

- a. If you are submitting an alternative product, please upload any related information in this section.
- b. In addition, pursuant to **Section 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





## City of Pembroke Pines

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

#### 4. **Additional Information:**

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

### **1.6 VENDOR REGISTRATION DOCUMENTS**

The <https://ppines.bonfirehub.com/> website will allow vendors to update their information and documents on an as-needed basis. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow 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. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

**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.**

The following documents can be completed prior to the bidding process through the <https://ppines.bonfirehub.com/> website and do not need to be attached to your submittal as the Bonfire 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 Company Profile**

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



### **1.6.5 Local Vendor Preference Certification**

### **1.6.6 Local Business Tax Receipts**

### **1.6.7 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.

### **1.6.8 Equal Benefits Certification Form**

### **1.6.9 Vendor Drug-Free Workplace Certification Form**

### **1.6.10 Scrutinized Company Certification**

### **1.6.11 E-Verify System Certification Statement**

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

## **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 RFQ. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria:



## City of Pembroke Pines

| Criteria                                                             | Points            |
|----------------------------------------------------------------------|-------------------|
| Experience and Ability                                               | 35 points         |
| Previous Experience / References Form                                | 30 points         |
| Firm's Understanding and Approach to the Work                        | 30 points         |
| Local Vendor Preference/<br>Veteran Owned Small Business Preference* | 5 points          |
| <b>Total Points</b>                                                  | <b>100 points</b> |

*\*Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

*Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.*

*All other vendors shall receive zero (0) points.*

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to award a pool of contractors for projects on an as-needed basis. The contract(s) shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

### **1.8 TENTATIVE SCHEDULE OF EVENTS**

| Event                                   | Time &/or Date       |
|-----------------------------------------|----------------------|
| Issuance of Solicitation (Posting Date) | <b>June 21, 2022</b> |
| Question Due Date                       | <b>July 5, 2022</b>  |

**City of Pembroke Pines**

|                                                                         |                                   |
|-------------------------------------------------------------------------|-----------------------------------|
| Anticipated Date of Issuance for the Addenda with Questions and Answers | <b>July 7, 2022</b>               |
| Proposals will be accepted until                                        | <b>2:00 p.m. on July 19, 2022</b> |
| Proposals will be opened at                                             | <b>2:30 p.m. on July 19, 2022</b> |
| Evaluation of Proposals by Staff                                        | <b>TBD</b>                        |
| Recommendation of Contractor to City Commission award                   | <b>TBD</b>                        |

**1.9 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on July 19, 2022**.

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

In addition, the vendor must complete any questionnaires on the <https://ppines.bonfirehub.com/> website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://ppines.bonfirehub.com/> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. Bonfire 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 [Support@GoBonfire.com](mailto:Support@GoBonfire.com) with ample time before the bid closing date and time.

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



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## **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



## City of Pembroke Pines

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

Yes No



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

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

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

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

Yes No



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

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

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

Yes No



## City of Pembroke Pines

- ✓ ☐ 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





## City of Pembroke Pines

- ☐ \* 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

**City of Pembroke Pines**

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

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

Yes No

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

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

Yes No

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

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

Yes No

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



## City of Pembroke Pines

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

## 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 Bonfire website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Bonfire 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 "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at <https://ppines.bonfirehub.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 Bonfire. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Bonfire Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact they Bonfire support at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Department 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



## City of Pembroke Pines

permits or licenses required, if necessary, in order to provide this service.

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

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

### 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 proposer's expense.

### 3.10 ESTIMATED QUANTITIES

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

### 3.11 DEVELOPMENT COSTS

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

### 3.12 PRICING

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

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening





## City of Pembroke Pines

unless otherwise stated by the City or proposer.

### 3.13 DELIVERY POINT

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

### 3.14 TAX EXEMPT STATUS

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

### 3.15 CONTRACT TIME

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

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

### 3.16 COPYRIGHT OR PATENT RIGHTS

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

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

### 3.18 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.

### 3.19 FACILITIES



## *City of Pembroke Pines*

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

### **3.20 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.

### **3.21 SIGNATURE REQUIRED**

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

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

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on

the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

### **3.22 MANUFACTURER'S CERTIFICATION**

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

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

### **3.24 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





## City of Pembroke Pines

remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

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

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

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

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

### 3.25 RESERVATIONS FOR REJECTION AND AWARD

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

after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

### 3.26 BID PROTEST

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

### 3.27 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



## City of Pembroke Pines

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.

### **3.28 DEFAULT PROVISION**

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

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

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

### **3.29 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.

### **3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT**



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

### 3.31 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 of:

(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.

### 3.32 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



## City of Pembroke Pines

ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE 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.

### 3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

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

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

### 3.34 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.





## City of Pembroke Pines

(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.

### 3.35 E-VERIFY

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

#### 1) Definitions for this Section:

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

#### 2) Registration Requirement; Termination:

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

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



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

### **4.1 PROPOSAL SECURITY**

Not applicable.

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

**In the event that any fencing project exceeds \$200,000, the City will notify the vendor and request the vendor to provide the additional cost for the Payment & Performance Bonds. The City will also provide an allowance for the Payment and Performance Bond and reimburse the contractor for said cost.**

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



## *City of Pembroke Pines*

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.



**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 \_\_\_\_\_

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER

INSURED

YOUR COMPANY NAME HERE

INSURER A:  
INSURER B.  
INSURER C.  
INSURER D.  
INSURER E.

Companies providing coverage

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

INSURERS AFFORDING COVERAGE

COVERAGES

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                            | POLICY NUMBER                  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                                     |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <div>GENERAL LIABILITY</div> <div><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div> <div><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR</div> <div>GEN'L AGGREGATE LIMIT APPLIES PER:<br/><input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc</div> | Must Include General Liability |                                  |                                   | <div>EACH OCCURRENCE \$</div> <div>FIRE DAMAGE (Any one fire) \$</div> <div>MED EXP (Any one person) \$</div> <div>PERSONAL &amp; ADV INJURY \$</div> <div>GENERAL AGGREGATE \$</div> <div>PRODUCTS - COMP/OP AGG \$</div> |
|          | <div>AUTOMOBILE LIABILITY</div> <div><input type="checkbox"/> ANY AUTO</div> <div><input type="checkbox"/> ALL OWNED AUTOS</div> <div><input type="checkbox"/> SCHEDULED AUTOS</div> <div><input type="checkbox"/> HIRED AUTOS</div> <div><input type="checkbox"/> NON-OWNED AUTOS</div>                                     |                                |                                  |                                   |                                                                                                                                                                                                                            |
|          | <div>GARAGE LIABILITY</div> <div><input type="checkbox"/> ANY AUTO</div>                                                                                                                                                                                                                                                     |                                |                                  |                                   | <div>AUTO ONLY - EA ACCIDENT \$</div> <div>OTHER THAN EA ACC \$</div> <div>AUTO ONLY: AGG \$</div>                                                                                                                         |
|          | <div>EXCESS LIABILITY</div> <div><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE</div> <div><input type="checkbox"/> DEDUCTIBLE</div> <div><input type="checkbox"/> RETENTION \$</div>                                                                                                                   |                                |                                  |                                   | <div>EACH OCCURRENCE \$</div> <div>AGGREGATE \$</div> <div>\$</div> <div>\$</div> <div>\$</div>                                                                                                                            |
|          | <div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div>                                                                                                                                                                                                                                                                     |                                |                                  |                                   | <div><div>WC STATU- TORY LIMITS</div><div>OTH- ER</div></div> <div>E.L. EACH ACCIDENT \$</div> <div>E.L. DISEASE - EA EMPLOYEE \$</div> <div>E.L. DISEASE - POLICY LIMIT \$</div>                                          |
|          | <div>OTHER</div>                                                                                                                                                                                                                                                                                                             |                                |                                  |                                   |                                                                                                                                                                                                                            |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS

Certificate must contain wording similar to what appears below

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

CERTIFICATE HOLDER

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

ADDITIONAL INSURED; INSURER LETTER:

CITY MUST BE NAMED AS CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

AUTHORIZED REPRESENTATIVE



## **CONTINUING SERVICES AGREEMENT**

**THIS IS AN AGREEMENT (“Agreement”)**, dated this \_\_\_\_ day of \_\_\_\_\_, **2021**  
by and between:

**THE 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 the "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\_Corporate\_Address\_Line\_1», «Vendor\_Corporate\_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 provide «Service\_Description» as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

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

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



City of Pembroke Pines

Exhibit "A"

Attachment D

# FINAL/PARTIAL RELEASE OF LIEN

## KNOW ALL MEN BY THESE PRESENTS:

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

### City of Pembroke Pines

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

[Description]  
PO #: [PO #]

Invoice #: [Invoice #]

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

Witnesses:

**CONTRACTOR**  
**[NAME OF CONTRACTOR]**

\_\_\_\_\_

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

Print Name

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

\_\_\_\_\_

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

Print Name

STATE OF FLORIDA     )  
                                          ) ss:  
COUNTY OF BROWARD )

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

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

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

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

My Commission Expires:

*City of Pembroke Pines*

1.3 On \_\_\_\_\_ 2021, the CITY Commission approved the ranking of the firms responding to the referenced solicitation and authorized the negotiation of Continuing Services Agreements for an initial «**Initial\_Contract\_Length**» term.

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

1.5 CONTRACTOR is one of the «**Number\_of\_Vendors\_in\_the\_Pool**» highest ranked qualified firms referenced above and is willing and able to perform such «**Service\_Description**» for the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement (hereinafter referred to as "Continuing Services Agreement" or "Agreement").

1.6 The purpose of this Continuing Services Agreement is not to authorize any specific services, but to set forth certain terms and conditions which shall apply when and if CONTRACTOR is chosen, from the pool of contractors, from a request to submit a bid on a specific project.

1.7 CITY intends and CONTRACTOR acknowledges that any future services pursuant to this Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of CITY, with no guaranty as to any minimum amount of work to be performed by CONTRACTOR.

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CITY agrees to purchase and CONTRACTOR agrees to provide goods and/or services to the City for specified projects as may be identified by CITY from time to time in CITY's sole discretion (the "Services") all of which shall be the subject of this Agreement. CITY makes no representation to CONTRACTOR of exclusivity nor of any minimum amount of work to be assigned to CONTRACTOR by CITY.

2.2 CONTRACTOR shall provide the Services as identified herein and in the CITY's «**Solicitation\_Type\_Abbreviation**» and CONTRACTOR's response thereto, collectively incorporated herein as **Exhibit "A"** and made a specific part hereof, according to the prices and terms contained therein.

2.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Services on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to procure any Services identified in **Exhibit "A"**.

2.4 As needed, the CITY shall communicate with CONTRACTOR to determine CONTRACTOR's availability to perform a particular assignment or project pursuant to the terms and conditions of this Agreement. In the event CONTRACTOR agrees to provide such Services,

*City of Pembroke Pines*

CITY shall issue a written authorization to proceed. No work may be undertaken without a prior written authorization from the CITY. Any such Services performed by CONTRACTOR without such written authorization or Notice to Proceed, shall be at CONTRACTOR's own risk and shall not incur any liability to CITY.

2.5 All specifications and plans prepared or to be used for the Services provided herein shall be certified and approved by CONTRACTOR and submitted to the CITY for approval prior to advertisement or implementation as applicable.

2.6 All Services provided by CONTRACTOR shall be provided in a professional manner and CONTRACTOR acknowledges that CITY is relying upon CONTRACTOR's professional knowledge and expertise to perform under this Agreement. Services performed by CONTRACTOR shall be in accordance with the schedule provided by CITY, unless the parties agree in writing to modify or change the schedule. CONTRACTOR's failure to maintain the implementation schedule may warrant a full review by the CITY.

2.7 In the event the CONTRACTOR requires the services of any subconsultants /subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must secure the prior written approval of the CITY.

2.8 Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

2.9 No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 CONTRACTOR shall provide the Services as identified herein and in **Exhibit "A"** attached hereto and made part hereof, for an initial «**Initial\_Contract\_Length**» period commencing on «**Commencement\_Date**» and ending on «**Termination\_Date**», and according to the estimated schedule contained in **Exhibit "A"**.

3.2 This Agreement may be renewed for «**Contract\_Renewal\_Terms**» upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

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

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing «**Termination\_for\_Convenience**» days of written notice by the



*City of Pembroke Pines*

terminating party to the other party 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.

3.5 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

- 3.5.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than fifteen (15) days after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;
- 3.5.2 CONTRACTOR becomes insolvent;
- 3.5.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 3.5.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 3.5.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 3.5.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 3.5.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within thirty (30) days after its filing; or
- 3.5.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

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

4.1 Unless stated otherwise on attached **Exhibit "A"**, CITY's sole compensation to CONTRACTOR for the provision of Services hereunder shall be based on the as-needed services provided and governed by «**Solicitation\_Title**» program subject to the applicable rules and regulations governing those programs. Upon delivery, the CITY shall make final inspection of the Services rendered. If this inspection shows that the Services have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted

*City of Pembroke Pines*

by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days.

4.2 If any of the Services is required to be rejected for any reason, the CONTRACTOR shall be required to perform the Services to the satisfaction of the CITY. CITY shall pay CONTRACTOR monthly in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the City Manager, for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.

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

## **ARTICLE 5**

### **GUARANTEE OF SERVICES**

5.1 CONTRACTOR warrants and guarantees that the Services provided, and each individual good or item, including all components and all installed accessories and equipment, shall be fit for the intended use of the Commodities and CONTRACTOR shall provide a warranty as to fitness of the Commodities for a period of one hundred and eighty (180) days or the time designated in the standard factory warranty or the time designated in **Exhibit "A"**, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment.

## **ARTICLE 6**

### **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

*City of Pembroke Pines*

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

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

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

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

## **ARTICLE 7** **INSURANCE**

7.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 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.

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

7.4 Certificates of Insurance shall provide for thirty (30) 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.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during



## City of Pembroke Pines

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.

### 7.6 REQUIRED INSURANCE

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

Yes No

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

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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

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

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

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide



## City of Pembroke Pines

CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

☐ ☐

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

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

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

Yes No

☐ ☐

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

Yes No

☐ ☐

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$\_\_\_\_\_ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

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

Yes No

☐ ☐

7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first 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*



## City of Pembroke Pines

*Construction projects: Increase to ten (10) years).* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

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

☐ ☐

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

Yes No

☐ ☐

7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained





## City of Pembroke Pines

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

☐ ☐

7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's 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

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7.6.13 Other Insurance

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## 7.7 REQUIRED ENDORSEMENTS

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

7.7.2 Waiver of all Rights of Subrogation against the CITY.

*City of Pembroke Pines*

- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

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

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

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

## **ARTICLE 8**

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

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

## **ARTICLE 9**

### **INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement

*City of Pembroke Pines*

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

**ARTICLE 10**  
**AGREEMENT SUBJECT TO FUNDING**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

**ARTICLE 11**  
**UNCONTROLLABLE FORCES**

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

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

**ARTICLE 12**  
**GOVERNING LAW AND VENUE**



*City of Pembroke Pines*

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

### **ARTICLE 13**

#### **SIGNATORY AUTHORITY**

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

### **ARTICLE 14**

#### **DEFAULT OF CONTRACT & REMEDIES**

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

### **ARTICLE 15**

#### **BANKRUPTCY**

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

### **ARTICLE 16**

#### **MERGER; AMENDMENT**

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

### **ARTICLE 17**

#### **DISPUTE RESOLUTION**

#### **17.1 Operations During Dispute.**

17.1.1 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.

17.1.2 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

*City of Pembroke Pines*

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.

17.1.3 Notwithstanding the other provisions in this Section, 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 18**

### **PUBLIC RECORDS**

18.1 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:

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

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

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

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

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

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



*City of Pembroke Pines*

**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 19  
SCRUTINIZED COMPANIES**

19.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in 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 of:

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

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

19.1.2.1 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

19.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 20  
EQUAL BENEFITS FOR EMPLOYEES**

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

- ☐ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or





## City of Pembroke Pines

- ☐ CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
- ☐ CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
  - ☐ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
  - ☐ CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
  - ☐ CONTRACTOR is a governmental agency.

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

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

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

**"During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic**



### **Partners and all Married Couples”.**

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

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

## **ARTICLE 21**

### **EMPLOYMENT ELIGIBILITY**

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

#### **21.1.1 Definitions for this Section.**

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

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

21.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

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

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

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

*City of Pembroke Pines*

contract with the City of Pembroke Pines; and

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

## **ARTICLE 22**

### **MISCELLANEOUS**

22.1 **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.

22.2 **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.

22.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective



## City of Pembroke Pines

unless contained in a written document executed with the same formality and of equal dignity herewith.

**22.5 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.

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

CITY                                      Charles F. Dodge, City Manager  
                                                  City of Pembroke Pines  
                                                  601 City Center Way, 4<sup>th</sup> Floor  
                                                  Pembroke Pines, Florida 33025  
                                                  Telephone No.                      (954) 450-1040

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

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

**22.7 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.

*City of Pembroke Pines*

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

22.9 **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.

22.10 **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.

22.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

22.12 **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.

22.13 **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.

22.14 **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.

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

22.16 **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.



*City of Pembroke Pines*

**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: \_\_\_\_\_  
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

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

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

**CONTRACTOR:**

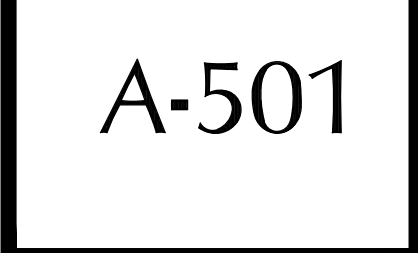
**«Vendor\_Name\_Upper\_Case»**

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

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

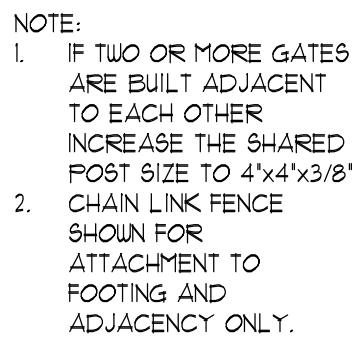
Title: \_\_\_\_\_







1. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH ALL RELEVANT ENGINEERS AND ARCHITECTS DRAWINGS AND THE SPECIFICATIONS.
2. CRITERIA AND DESIGN:
  - a. LOADS AND DESIGN SEE STRUCTURAL SHEET 5-1
  - b. ISOLATE DISSIMILAR METAL MATERIALS
  - c. CONCRETE FOR FOOTINGS SHALL BE PREMIXED COMPOUND (ASTM C 94) WITH NORMAL WEIGHT COURSE AGGREGATE (ASTM C 33) CONCRETE SHALL ACHIEVE 3000 PSI MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS AND MAXIMUM WATER / CEMENT RATIO IS 0.6.
  - d. NON-SHRINK HIGH-STRENGTH GROUT SHALL BE PREMIXED COMPOUND CONSISTING OF NON-METALLIC AGGREGATE, CEMENT, WATER REDUCING & PLASTICIZING AGENTS, CAPABLE OF DEVELOPING MINIMUM COMPRESSIVE STRENGTH 4000 PSI AT 28 DAYS SEE SHEET 5-1
  - e. THOROUGHLY CLEAN ANY WELDS OR ABRADED AREAS OF DAMAGED GALVANIC COATING & PAINT WITH 2 COATS OF SHERWIN WILLIAMS' ZINC GLAZE 50% OR APPROVED EQUIV.



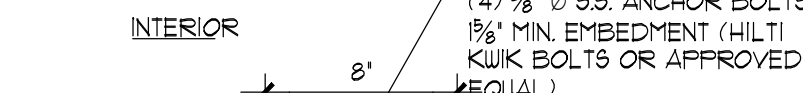
$1/2'' = 1'-0''$



## 6



## 7

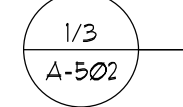


## 5

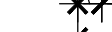


## 4

## 3



## 2



## 1

LICENSE NO.  
AA 26002181

[illegible][illegible]

# ALUMINUM GATES AT ACADEMIC VILLAGE

17189 SHERIDAN ST.  
PEMBROKE PINES, FL 33331

PROJECT NAME

## GATE HOLD OPEN DETAILS

SHEET TITLE

|                      |
|----------------------|
| DRAWN<br>MR          |
| CHECKED<br>JG        |
| DATE<br>06-21-2019   |
| SCALE<br>AS NOTED    |
| JOB. NO.<br>92190621 |
| SHEET                |

A-502



## Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

**Question 1)** In regards to the proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet?

**Answer:** Please see attached example picture. In this example, Tab "1" has been fully completed, as a result, the "% Complete" column shows "100%" and the Progress Bar is fully green. The other Tabs or "Question Set"s are not complete, as a result, they show "0.00%" and the progress bar is empty and there is a pink box at the end of those rows. When you have completed all of the sections, all of your "% Complete" sections should be "100.00%" and your progress bars should be green.

### Summary

| Question Set | Questions | % Complete | Progress               |  |
|--------------|-----------|------------|------------------------|--|
| 1            | 14        | 100.00%    | <div><div></div></div> |  |
| 2            | 80        | 0.00%      | <div><div></div></div> |  |
| 3            | 5         | 0.00%      | <div><div></div></div> |  |
| 4            | 10        | 0.00%      | <div><div></div></div> |  |
| 5            | 12        | 0.00%      | <div><div></div></div> |  |
| 6            | 11        | 0.00%      | <div><div></div></div> |  |
| Total        | 132       | 10.61%     | <div><div></div></div> |  |





**Question 2)** We completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

**Answer:** The issue is that all of your responses should be included in the "Response" Column... depending on the response that you put in the "Response" column (as some of the responses are selections from a drop down box), you will be required to also add a comment to the "Comment" column. See attached screen shot of acceptable and unacceptable responses. If a row shows that it is still in Pink, you need to add some information to either the "Response" column or the "Comment" column.

### Question Set 6: Vendor Registration Checklist

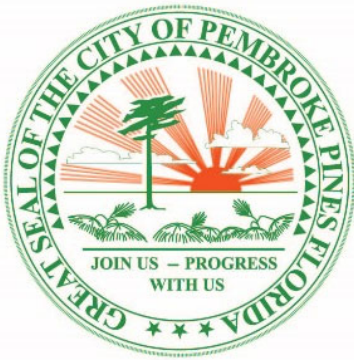
#### Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow 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. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

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.

This section will summarize your responses to those relevant documents.

| #                                                    | Question                                                                                              | Response        | Comment                                                                                                                                                   |                                         |
|------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>Equal Benefits Certification Form</b>             |                                                                                                       |                 |                                                                                                                                                           |                                         |
| 6.7.1                                                | Which option did you select on the Equal Benefits Certification Form?                                 | A) Complies     |                                                                                                                                                           |                                         |
| <b>Vendor Drug-Free Workplace Certification Form</b> |                                                                                                       |                 |                                                                                                                                                           |                                         |
| 6.8.1                                                | Which option did you select on the Vendor Drug-Free Workplace Certification Form?                     | Does Not Comply |                                                                                                                                                           | A comment is required for this response |
| <b>E-Verify System Certification Statement</b>       |                                                                                                       |                 |                                                                                                                                                           |                                         |
| 6.9.1                                                | Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal? | Yes             |                                                                                                                                                           |                                         |
| <b>Local Business Tax Receipts</b>                   |                                                                                                       |                 |                                                                                                                                                           |                                         |
| 6.10.1                                               | Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?                    | No              | I do not currently have a copy of the my Local Business Tax Receipts, however I am working on getting a copy to upload to the vendor registration portal. |                                         |
| <b>Scrutinized Company Certification</b>             |                                                                                                       |                 |                                                                                                                                                           |                                         |
| 6.11.1                                               | Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?       |                 | Yes                                                                                                                                                       |                                         |
| 11 Questions                                         |                                                                                                       |                 | 81.82% Complete                                                                                                                                           |                                         |



## **Notice of Bid Posting**

Request for Qualifications  
RFQ # PSPW-22-07 "Citywide Fencing (Pool Expansion)"

### **Section 1 - Bonfire e-Procurement Platform**

The City of Pembroke Pines has recently partnered with Bonfire (<https://ppines.bonfirehub.com/>) to announce and distribute all formal solicitations, in excess of the \$25,000 threshold, posted by the City of Pembroke Pines. As a result, the City will be transitioning from its current e-Procurement Platform. The City believes that this partnership will make it easier for you to immediately receive and respond to opportunities as they are released. Please register with Bonfire in order to receive automated announcements and to download bid and contract solicitations. Registering with Bonfire is FREE for all agencies. If you are already registered with Bonfire, please log on and update your profile.

You can find additional guidance on registering on Bonfire at the following link: <https://support.gobonfire.com/hc/en-us/articles/360011135513-Vendor-Registration>. If you have any problems downloading the solicitation, please contact the Bonfire Support at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).

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

## **Section 2 – Project Information**

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide the replacement and new installation of various types of fencing at various locations throughout the City on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation.

The City desires to expand the current pool of contractors for citywide fencing projects to ensure more competition. The City will contact all of the contractors in the pool, for projects exceeding \$5,000, when a project arises to get a quote and a timeline to complete the requested project. The lowest, most responsive/responsible Contractor that can meet the City's requirements shall be awarded the project(s) on an as-needed basis.

On April 20, 2022, the City approved the following vendors for RFQ # PSPW-21-11 "Citywide Fencing" to form a pool of contractors for citywide fencing projects, as recommended by the Evaluation Committee. As a result, the following vendors will be under contract until April 19, 2025, with the possibility of one additional three-year renewal:

1. GD Supplies LLC d/b/a GD Services
2. Gomez and Son Fence, Corp.
3. Pergola Roof Miami LLC
4. TechGroupOne, Inc.

The above listed contractors would not need to re-apply to be part of the existing pool; however, any firms that would like to be a part of the pool of contractors would need to submit a response in accordance with this solicitation.

In addition, on May 18, 2022, the City awarded the first two projects to the pool of contractors in the amount of \$414,080:

| <b>Project</b>                        | <b>Total</b>        |
|---------------------------------------|---------------------|
| 01 "Health Park Metal Building Fence" | \$160,150.00        |
| 02 "Wastewater Treatment Plant Fence" | \$258,930.00        |
| <b>Total</b>                          | <b>\$414,080.00</b> |



The City shall prioritize project awards by price, availability, and turnaround time. In the event the lowest priced firm in the pool of contractors does not have the capacity or ability to accomplish a project within the required time frame, the City shall move to engage the next lowest priced firm with adequate availability and acceptable turnaround time.

Services shall be on an as-needed basis, therefore being part of the pre-qualified pool of contractors does not guarantee any work or selection for a project resulting from this bid.

In addition, in certain occasions, the City may also request pricing from the Pool of Contractors to obtain materials only, in the event that the City decides to install a fencing project in-house.

| <b>General Information</b>         |                                                                                                                                                            |                 |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Project Cost Estimate              | The City anticipates using approximately \$750,000 in fencing annually.                                                                                    | See Section 1.4 |
| Project Timeline                   | Projects shall be on an as-needed basis, this contract shall be for an initial period of approximately three years with one additional three-year renewal. | See Section 1.4 |
| Evaluation of Proposals            | Evaluation Committee                                                                                                                                       | See Section 1.7 |
| Question Due Date                  | July 5, 2022                                                                                                                                               | See Section 1.8 |
| Proposals will be accepted until   | 2:00 p.m. on July 19, 2022                                                                                                                                 | See Section 1.8 |
| 5% Proposal Security / Bid Bond    | Not Applicable.                                                                                                                                            | Not Applicable  |
| 100% Payment and Performance Bonds | Not applicable at this point, however it will be required in the event any project exceeds \$200,000.                                                      | See Section 4.2 |
| Grant or Federal Funding           | Not Applicable                                                                                                                                             | Not Applicable  |

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

# PSPW-22-07 - Citywide Fencing (Pool Expansion)

City of Pembroke Pines [Back to list](#)



## Project Details

**Project:** Citywide Fencing (Pool Expansion)

**Ref. #:** PSPW-22-07

**Type:** RFSQ

**Status:** CLOSED

**Open Date:** Jun 21st 2022, 6:30 PM EDT

**Intent to Bid Due Date:** Jul 19th 2022, 2:00 PM EDT

**Questions Due Date:** Jul 5th 2022, 11:30 PM EDT

**Close Date:** Jul 19th 2022, 2:00 PM EDT

**Days Left:** Submissions are now closed

July 2022

[prev](#) [next](#)

| Sun  | Mon | Tue | Wed | Thu | Fri | Sat |
|------|-----|-----|-----|-----|-----|-----|
| 26   | 27  | 28  | 29  | 30  | 1   | 2   |
| OPEN |     |     |     |     |     |     |
| 3    | 4   | 5   | 6   | 7   | 8   | 9   |
| OPEN |     |     |     |     |     |     |
| 10   | 11  | 12  | 13  | 14  | 15  | 16  |
| OPEN |     |     |     |     |     |     |
| 17   | 18  | 19  | 20  | 21  | 22  | 23  |
| OPEN |     |     |     |     |     |     |
| 24   | 25  | 26  | 27  | 28  | 29  | 30  |
| 31   | 1   | 2   | 3   | 4   | 5   | 6   |

### Project Description:

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide the replacement and new installation of various types of fencing at various locations throughout the City on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation.

The City desires to expand the current pool of contractors for citywide fencing projects to ensure more competition. The City will contact all of the contractors in the pool, for projects exceeding \$5,000, when a project arises to get a quote and a timeline to complete the requested project. The lowest, most responsive/responsible Contractor that can meet the City's requirements shall be awarded the project(s) on an as-needed basis.

In addition, in certain occasions, the City may also request pricing from the Pool of Contractors to obtain materials only, in the event that the City decides to install a fencing project in-house.

 **Important Events:**  
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Search

|        |                        |               |                                         |                            |     |
|--------|------------------------|---------------|-----------------------------------------|----------------------------|-----|
| PASSED | Open Date              | Online Portal | Posting date for the Opportunity        | Jun 21st 2022, 9:30 PM EDT | N/A |
| PASSED | Questions Due Date     | Online Portal | Deadline to submit Questions            | Jul 5th 2022, 11:30 PM EDT | N/A |
| PASSED | Close Date             | Online Portal | Deadline for Submissions                | Jul 19th 2022, 2:00 PM EDT | N/A |
| PASSED | Intent to Bid Due Date | Online Portal | Deadline to indicate your intent to Bid | Jul 19th 2022, 2:00 PM EDT | Yes |

### Commodity Codes:

US\_NAICS\_2017\_23 Construction

US\_NAICS\_2017 238 Specialty Trade Contractors

US NAICS\_2017 238990 All Other Specialty Trade Contractors

## Supporting Documentation:

| File                                                                          | Type          | Description                                   | Date Created               | Actions  |
|-------------------------------------------------------------------------------|---------------|-----------------------------------------------|----------------------------|----------|
| Download All Files                                                            | Search        |                                               |                            |          |
| Aluminum Fencing Specifications.pdf                                           | Documentation | Attachment E                                  | Jun 9th 2022, 4:37 PM EDT  | Download |
| Bonfire FAQs regarding Questionnaires.pdf                                     | Other         | General Bonfire FAQs regarding Questionnaires | Jun 21st 2022, 6:30 PM EDT | Download |
| Non-Collusive Affidavit.pdf                                                   | Documentation | Attachment A                                  | Jun 9th 2022, 11:24 AM EDT | Download |
| RFQ PSPW-22-07 Citywide Fencing (Pool Expansion).pdf                          | Documentation | 1) Bid Package                                | Jun 21st 2022, 6:26 PM EDT | Download |
| Sample Insurance Certificate.pdf                                              | Documentation | Attachment B                                  | Jun 21st 2022, 6:31 PM EDT | Download |
| Specimen Contract - Continuing Services Agreement for Pool of Contractors.pdf | Documentation | Attachment C                                  | Jun 9th 2022, 4:36 PM EDT  | Download |
| Standard Release of Lien.pdf                                                  | Documentation | Attachment D                                  | Jun 9th 2022, 4:37 PM EDT  | Download |
| Submission Instructions - PSPW-22-07.pdf                                      | Other         | General Bonfire Submission Instructions       | Jun 21st 2022, 6:49 PM EDT | Download |

**formation:**

## Navigation

...e the documents and information needed to complete your submission:



Proposal Submission (Q-16TZ)

Questionnaire:  
Excel (.xlsx) 1

REQUIRED

You will need to fill out the provided Response Template for this Questionnaire.

Download

Other Completed Documents

| Name                    | Type                  | # Files | Requirement | Instructions | Actions |
|-------------------------|-----------------------|---------|-------------|--------------|---------|
| Non-Collusive Affidavit | File Type: PDF (.pdf) | 1       | REQUIRED    |              |         |

Optional Documentation

| Name                   | Type                  | # Files  | Requirement | Instructions | Actions |
|------------------------|-----------------------|----------|-------------|--------------|---------|
| Trade Secrets          | File Type: PDF (.pdf) | Multiple | OPTIONAL    |              |         |
| Financial Statements   | File Type: PDF (.pdf) | Multiple | OPTIONAL    |              |         |
| Alternatives           | File Type: PDF (.pdf) | Multiple | OPTIONAL    |              |         |
| Additional Information | File Type: PDF (.pdf) | Multiple | OPTIONAL    |              |         |

Document Takers

Search

| Vendors                       | # Files | Actions |
|-------------------------------|---------|---------|
| A&N Construction Group Inc    | 7       | View    |
| Alexander Design + Build, LLC | 9       | View    |
| BidNet                        | 8       | View    |
| Cambridge LTD                 | 9       | View    |
| Construction Bid Source       | 1       | View    |
| DC FENCE SOLUTIONS CORP       | 9       | View    |
| Dodge Data & Analytics        | 8       | View    |
| Dodge Data and Analytics      | 8       | View    |
| Elite Textile Trading LLC     | 1       | View    |
| Green Alliance, Inc.          | 1       | View    |

?

1  
Navigation



|                                             |   |      |
|---------------------------------------------|---|------|
| North America Procurement Council Inc., PBC | 8 | view |
| Onvia, Inc                                  | 8 | View |



Interested Subcontractors

Search

Vendors Contact Email Phone Subcontract Services

No data available in table



Messages

Public Notices (0) Vendor Discussions (0)

There is currently nothing to display here.

Submissions and Subcontracting

This project is not open for proposal submissions at this time.





## Public Notices

No messages





## Vendor Discussions

No messages



## Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

### 1. Prepare your submission materials:

#### Requested Information

| Name                         | Type                         | # Files  | Requirement | Instructions                                                                                                                                                             |
|------------------------------|------------------------------|----------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Proposal Submission (Q-16TZ) | Questionnaire: Excel (.xlsx) | 1        | Required    | You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal. |
| Non-Collusive Affidavit      | File Type: PDF (.pdf)        | 1        | Required    |                                                                                                                                                                          |
| Trade Secrets                | File Type: PDF (.pdf)        | Multiple | Optional    |                                                                                                                                                                          |
| Financial Statements         | File Type: PDF (.pdf)        | Multiple | Optional    |                                                                                                                                                                          |
| Alternatives                 | File Type: PDF (.pdf)        | Multiple | Optional    |                                                                                                                                                                          |
| Additional Information       | File Type: PDF (.pdf)        | Multiple | Optional    |                                                                                                                                                                          |



## Commodity Codes

| Commodity Set | Commodity Code | Title                                 | Description |
|---------------|----------------|---------------------------------------|-------------|
| US_NAICS_2017 | 23             | Construction                          |             |
| US_NAICS_2017 | 238            | Specialty Trade Contractors           |             |
| US_NAICS_2017 | 238990         | All Other Specialty Trade Contractors |             |

### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### Requested Questionnaires:

The Questionnaire Response Templates can be obtained at <https://ppines.bonfirehub.com/opportunities/69425>.

Please note that Questionnaires may take a significant amount of time to prepare.

## 2. Upload your submission at:

<https://ppines.bonfirehub.com/opportunities/69425>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Jul 19, 2022 2:00 PM EDT**.



The Opportunity Q&A period for this opportunity starts Jun 21, 2022 8:00 PM EDT. The Opportunity Q&A period for this opportunity ends Jul 05, 2022 11:30 PM EDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jul 19, 2022 2:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

### **Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

### **Need Help?**

City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

Question Set 1: Tab 1 - Experience & Ability

Exhibit "B"

Question Set 1 Instructions

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

| #            | Question                                                                                                                                                                                             | Response         | Comment                                                                                                                                                                                                                                              |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0.1        | Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.                                                           |                  | Alexander Design build was established by Alberto Aguirre who was the chief estimator / Project Executeive for Gomez and Son Fence for 10 years. Was responsible for winning the fencing erm bid contract consecutively for Gomez and Son fence Corp |
| 1.0.2        | Describe the size of your firm.                                                                                                                                                                      |                  | Medium Size Construction Company                                                                                                                                                                                                                     |
| 1.0.3        | Describe your firm's financial history, strength and stability.                                                                                                                                      | -                | Established since 2019 and currently have done over 2,000,000 worth of work with the FDOT                                                                                                                                                            |
| 1.0.4        | Describe your firm's range of activities.                                                                                                                                                            | -                | General Contractors Firm                                                                                                                                                                                                                             |
| 1.0.5        | Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects                                                                      | -                | Was the chief estimator / project executive for Gomez and Son Fence, Corp. Was responsible for winning the fencing term bid contract with the City of Pembroke Pines                                                                                 |
| 1.0.6        | Do you have a minimum of two (2) years of experience. Please provide proof of such experience.                                                                                                       | Yes              | Pleae See Attached Experience Sheet                                                                                                                                                                                                                  |
| 1.0.7        | The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.                                                                   | -                | Was the chief estimator / project executive for Gomez and Son Fence, Corp. Was responsible for winning the fencing term bid contract with the City of Pembroke Pines                                                                                 |
| 1.0.8        | Explain the availability and access to the firm's top level management personnel.                                                                                                                    | -                | Will have 24 Hours / 7 Days telephone access                                                                                                                                                                                                         |
| 1.0.9        | Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.                     | -                | Was the chief estimator / project executive for Gomez and Son Fence, Corp. Was responsible for winning the fencing term bid contract with the City of Pembroke Pines                                                                                 |
| 1.0.10       | Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.                    | -                | Alberto Aguirre (305) 753-5808 - Was the chief estimator / project executive for Gomez and Son Fence, Corp. Was responsible for winning the fencing term bid contract with the City of Pembroke Pines                                                |
| 1.0.11       | Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.                                                                | -                | Alberto Aguirre (305) 753-5808 - Was the chief estimator / project executive for Gomez and Son Fence, Corp. Was responsible for winning the fencing term bid contract with the City of Pembroke Pines                                                |
| 1.0.12       | Explain the ability and experience of the field staff with specific attention to project related experience.                                                                                         | -                | Alexander Design build was established by Alberto Aguirre who was the chief estimator / Project Executeive for Gomez and Son Fence for 10 years. Was responsible for winning the fencing erm bid contract consecutively for Gomez and Son fence Corp |
| 1.0.13       | Contractor should list any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members. | -                | Please See Attacehed Resumes                                                                                                                                                                                                                         |
| 1.0.14       | Provide the recent, current, and projected workload of the firm.                                                                                                                                     | -                | Please See Work In Progress                                                                                                                                                                                                                          |
| 14 Questions |                                                                                                                                                                                                      | 100.00% Complete |                                                                                                                                                                                                                                                      |

Question Set 2: Tab 2 - Previous Experience / References Form

Exhibit "B"

Question Set 2 Instructions

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (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.

References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. In this section you will have the ability to enter information for different references including the Reference Contact Information and the specific Project Information.

| #                                           | Question                                           | Response | Comment                                    |
|---------------------------------------------|----------------------------------------------------|----------|--------------------------------------------|
| Reference #1: Reference Contact Information |                                                    |          |                                            |
| 2.1.1                                       | Name of Firm, City, County or Agency               | -        | Florida Department of Transportation D6    |
| 2.1.2                                       | Address                                            | -        | 1000 NW 111th Avenue, Miami, Florida 33172 |
| 2.1.3                                       | Contact Name                                       | -        | Mr. Dwayne Green                           |
| 2.1.4                                       | Contact Title                                      | -        | Project Manager                            |
| 2.1.5                                       | Contact E-mail Address                             | -        | dwayne.greene@dot.state.fl.us              |
| 2.1.6                                       | Contact Telephone #                                | -        | (786) 562-7382                             |
| Reference #1: Project Information           |                                                    |          |                                            |
| 2.2.1                                       | Name of Contractor Performing the work             | -        | Alexander Design + Buid, LLC               |
| 2.2.2                                       | Name and location of the project                   | -        | FDOT E6N89 - Miami, Florida                |
| 2.2.3                                       | Nature of the firm's responsibility on the project | -        | Term Bid Contract for Striping             |
| 2.2.4                                       | Project duration                                   | -        | 365 Days                                   |
| 2.2.5                                       | Completion (Anticipated) Date                      | -        | Decemebr 2022                              |
| 2.2.6                                       | Size of project                                    | -        | 250,000.00                                 |
| 2.2.7                                       | Cost of project                                    | -        | 175,000.00                                 |
| 2.2.8                                       | Work for which staff was responsible               | -        | All Work as project was self performed     |
| 2.2.9                                       | Contract Type                                      | -        | Bid                                        |
| 2.2.10                                      | The results/deliverables of the project            | -        | All work order have been completed on time |
| Reference #2: Reference Contact Information |                                                    |          |                                            |
| 2.3.1                                       | Name of Firm, City, County or Agency               | -        | Florida Department of Transportation D3    |
| 2.3.2                                       | Address                                            | -        | 1074 Highway 90, Chipley, Florida 32428    |
| 2.3.3                                       | Contact Name                                       | -        | Mr. Robert Thomas                          |
| 2.3.4                                       | Contact Title                                      | -        | Project Manager                            |
| 2.3.5                                       | Contact E-mail Address                             | -        | robert.thomas@dot.state.fl.us              |
| 2.3.6                                       | Contact Telephone #                                | -        | (850) 380-9004                             |
| Reference #2: Project Information           |                                                    |          |                                            |
| 2.4.1                                       | Name of Contractor Performing the work             | -        | Alexander Design + Buid, LLC               |
| 2.4.2                                       | Name and location of the project                   | -        | FDOT E3U32 - Crestview, Florida            |
| 2.4.3                                       | Nature of the firm's responsibility on the project | -        | All Work as project was self performed     |



|                                             |                                                    |   |                                                                             |             |
|---------------------------------------------|----------------------------------------------------|---|-----------------------------------------------------------------------------|-------------|
| 2.4.4                                       | Project duration                                   | - | 45 Days                                                                     | Exhibit "B" |
| 2.4.5                                       | Completion (Anticipated) Date                      | - | 06/06/2022                                                                  |             |
| 2.4.6                                       | Size of project                                    | - | 109,000.00                                                                  |             |
| 2.4.7                                       | Cost of project                                    | - | 87,000.00                                                                   |             |
| 2.4.8                                       | Work for which staff was responsible               | - | Bridge Rehabilitation, striping, MOT, Etc                                   |             |
| 2.4.9                                       | Contract Type                                      | - | Bid                                                                         |             |
| 2.4.10                                      | The results/deliverables of the project            | - | Project was completed on time                                               |             |
| Reference #3: Reference Contact Information |                                                    |   |                                                                             |             |
| 2.5.1                                       | Name of Firm, City, County or Agency               | - | Florida Turnpike Enterprise                                                 |             |
| 2.5.2                                       | Address                                            | - | Turkey Lake Service Plaza, Mile Post 263, Bldg # 5315, Oceeo, Florida 34761 |             |
| 2.5.3                                       | Contact Name                                       | - | Mr. Diego Paredes                                                           |             |
| 2.5.4                                       | Contact Title                                      | - | Project Manager                                                             |             |
| 2.5.5                                       | Contact E-mail Address                             | - | diego.paredes@dot.state.fl.us                                               |             |
| 2.5.6                                       | Contact Telephone #                                | - | (954) 644-3222                                                              |             |
| Reference #3: Project Information           |                                                    |   |                                                                             |             |
| 2.6.1                                       | Name of Contractor Performing the work             | - | Alexander Design + Buid, LLC                                                |             |
| 2.6.2                                       | Name and location of the project                   | - | FDOT E8T79 - Miami, Florida                                                 |             |
| 2.6.3                                       | Nature of the firm's responsibility on the project | - | Prime Contractors                                                           |             |
| 2.6.4                                       | Project duration                                   | - | 365 Days                                                                    |             |
| 2.6.5                                       | Completion (Anticipated) Date                      | - | June 2023                                                                   |             |
| 2.6.6                                       | Size of project                                    | - | 100,000.00                                                                  |             |
| 2.6.7                                       | Cost of project                                    | - | 80,000.00                                                                   |             |
| 2.6.8                                       | Work for which staff was responsible               | - | All Work as project was self performed                                      |             |
| 2.6.9                                       | Contract Type                                      | - | Bid                                                                         |             |
| 2.6.10                                      | The results/deliverables of the project            | - | Work is being completed on time                                             |             |
| Reference #4: Reference Contact Information |                                                    |   |                                                                             |             |
| 2.7.1                                       | Name of Firm, City, County or Agency               | - | Florida Turnpike Enterprise                                                 |             |
| 2.7.2                                       | Address                                            | - | Turkey Lake Service Plaza, Mile Post 263, Bldg # 5315, Oceeo, Florida 34761 |             |
| 2.7.3                                       | Contact Name                                       | - | Mr. Diego Paredes                                                           |             |
| 2.7.4                                       | Contact Title                                      | - | Project Manager                                                             |             |
| 2.7.5                                       | Contact E-mail Address                             | - | diego.paredes@dot.state.fl.us                                               |             |
| 2.7.6                                       | Contact Telephone #                                | - | (954) 644-3222                                                              |             |
| Reference #4: Project Information           |                                                    |   |                                                                             |             |
| 2.8.1                                       | Name of Contractor Performing the work             | - | Alexander Design + Buid, LLC                                                |             |

|                                             |                                                    |   |                                                                  |             |
|---------------------------------------------|----------------------------------------------------|---|------------------------------------------------------------------|-------------|
| 2.8.2                                       | Name and location of the project                   | - | FDOT E8T80 - Miami, Florida                                      | Exhibit "B" |
| 2.8.3                                       | Nature of the firm's responsibility on the project | - | Prime Contractors                                                |             |
| 2.8.4                                       | Project duration                                   | - | 365                                                              |             |
| 2.8.5                                       | Completion (Anticipated) Date                      | - | June 2023                                                        |             |
| 2.8.6                                       | Size of project                                    | - | 200,000.00                                                       |             |
| 2.8.7                                       | Cost of project                                    | - | 175,000.00                                                       |             |
| 2.8.8                                       | Work for which staff was responsible               | - | All Work as project was self performed                           |             |
| 2.8.9                                       | Contract Type                                      | - | Bid                                                              |             |
| 2.8.10                                      | The results/deliverables of the project            | - | Work is being completed on time                                  |             |
| Reference #5: Reference Contact Information |                                                    |   |                                                                  |             |
| 2.9.1                                       | Name of Firm, City, County or Agency               | - | 135th Street Apts                                                |             |
| 2.9.2                                       | Address                                            | - | 2860 NW 135th Street, Opalocka, Florida 33015                    |             |
| 2.9.3                                       | Contact Name                                       | - | Rosa Villarroel                                                  |             |
| 2.9.4                                       | Contact Title                                      | - | Owners Representative                                            |             |
| 2.9.5                                       | Contact E-mail Address                             | - | <a href="mailto:opa@apartmentcorp.com">opa@apartmentcorp.com</a> |             |
| 2.9.6                                       | Contact Telephone #                                | - | (305) 681-0711                                                   |             |
| Reference #5: Project Information           |                                                    |   |                                                                  |             |
| 2.10.1                                      | Name of Contractor Performing the work             | - | Alexander Design + Buid, LLC                                     |             |
| 2.10.2                                      | Name and location of the project                   | - | OPA Apartments Bathroom Rehabilitation - Opalocka, Florida       |             |
| 2.10.3                                      | Nature of the firm's responsibility on the project | - | Prime Contractors                                                |             |
| 2.10.4                                      | Project duration                                   | - | 365                                                              |             |
| 2.10.5                                      | Completion (Anticipated) Date                      | - | September 2022                                                   |             |
| 2.10.6                                      | Size of project                                    | - | 780,000.00                                                       |             |
| 2.10.7                                      | Cost of project                                    | - | 670,000.00                                                       |             |
| 2.10.8                                      | Work for which staff was responsible               | - | All Work as project was self performed                           |             |
| 2.10.9                                      | Contract Type                                      | - | Bid                                                              |             |
| 2.10.10                                     | The results/deliverables of the project            | - | Work is being completed on time                                  |             |
| 80 Questions                                |                                                    |   | 100.00% Complete                                                 |             |

Question Set 3: Tab 3 - Firm’s Understanding and Approach to the Work

Exhibit "B"

Question Set 3 Instructions

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

| #           | Question                                                                                                                                                         | Response         | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.0.1       | Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks. | -                | The Intent of this Solicitation is preapprove a pool of fencing contractors to respond to City Fencing Needs. Approved contractors shall be called upon to provide pricing on different fencing projects.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3.0.2       | Please clearly describe all aspects of the project proposed.                                                                                                     | -                | The project manager will proceed to call a approved fencing contractors to site. Once onsite all measurements shall be made and any issues shall be discussed at site visit meeting. After site meeting, approved contractros shall be provide a price to City Project Manager based on site meeting notes and specifications. Once prices are provided, City Project Manager shall award project to contractors. Once awarded, Contractor shall proceed to provide necessary shop drawings, permits, etc before work can commence, once all preconstruction items are approved, contractor shall commence work. Contractor shall close out any permits and hand over a completed project to City Project Manager |
| 3.0.3       | Include details of your approach and work plans.                                                                                                                 | -                | Please see above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3.0.4       | Identify any issues or concerns of significance that may be appropriate.                                                                                         | None             | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3.0.5       | A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.                    | -                | Company has vast knowledge of fencing requirements, Company is a Certified General Contractor and can provide a complete turnkey solution to project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 5 Questions |                                                                                                                                                                  | 100.00% Complete |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

Question Set 4: Contact Information Form

Exhibit "B"

| #                               | Question                 | Response         | Comment                                                                                    |
|---------------------------------|--------------------------|------------------|--------------------------------------------------------------------------------------------|
| Company Information             |                          |                  |                                                                                            |
| 4.1.1                           | Company Name             | -                | Alexander Design + Build, LLC                                                              |
| 4.1.2                           | Company Address          | -                | 9705 NW 51st Terrace, Doral, Florida 33178                                                 |
| Primary Contact for the Project |                          |                  |                                                                                            |
| 4.2.1                           | Contact Name             | -                | Alberto Aguirre                                                                            |
| 4.2.2                           | Contact Title            | -                | Managing Director                                                                          |
| 4.2.3                           | Contact E-mail Address   | -                | <a href="mailto:aaquirre@alexanderdesign-build.com">aaquirre@alexanderdesign-build.com</a> |
| 4.2.4                           | Contact Telephone Number | -                | (305) 753-5808                                                                             |
| Authorized Approver             |                          |                  |                                                                                            |
| 4.3.1                           | Contact Name             | -                | Alberto Aguirre                                                                            |
| 4.3.2                           | Contact Title            | -                | Managing Director                                                                          |
| 4.3.3                           | Contact E-mail Address   | -                | <a href="mailto:aaquirre@alexanderdesign-build.com">aaquirre@alexanderdesign-build.com</a> |
| 4.3.4                           | Contact Telephone Number | -                | (305) 753-5808                                                                             |
| 10 Questions                    |                          | 100.00% Complete |                                                                                            |

Question Set 5: Proposer's Background Information

Exhibit "B"

Question Set 5 Instructions

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 may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

| #                                                          | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Response          | Comment                                                                                                                                            |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Former Business                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |                                                                                                                                                    |
| 5.1.1                                                      | Under what former name has your business operated? Include a description of the business.                                                                                                                                                                                                                                                                                                                                                                                                                              | -                 | NA                                                                                                                                                 |
| 5.1.2                                                      | At what address was that business located?                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | -                 | NA                                                                                                                                                 |
| Past Failure                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |                                                                                                                                                    |
| 5.2.1                                                      | Have you ever failed to complete work awarded to you. If so, when, where and why?                                                                                                                                                                                                                                                                                                                                                                                                                                      | No                |                                                                                                                                                    |
| Inspected                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |                                                                                                                                                    |
| 5.3.1                                                      | Have you personally inspected the proposed WORK and do you have a complete plan for its performance?                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes               |                                                                                                                                                    |
| Subcontracting                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |                                                                                                                                                    |
| 5.4.1                                                      | Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide 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). (Note: The proposed 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.) | No                |                                                                                                                                                    |
| Bankruptcy Petitions                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |                                                                                                                                                    |
| 5.5.1                                                      | 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.                                                                                                                                                                                                                                      | None              |                                                                                                                                                    |
| Bond Claims                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |                                                                                                                                                    |
| 5.6.1                                                      | 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).                                                                                                                                                                                                                                                                                            | None              |                                                                                                                                                    |
| Claims, Arbitrations, Administrative Hearings and Lawsuits |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |                                                                                                                                                    |
| 5.7.1                                                      | 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.                                                                                                                                       | None              |                                                                                                                                                    |
| Criminal Proceedings or Hearings                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |                                                                                                                                                    |
| 5.8.1                                                      | 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.                                                                                                                                                                                                                                                                                                                          | None              |                                                                                                                                                    |
| Company Classification                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |                                                                                                                                                    |
| 5.9.1                                                      | In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.                                                                                                                                                                                                                                                                                                                                             | Original Provider |                                                                                                                                                    |
| Debarment/Suspension                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |                                                                                                                                                    |
| 5.10.1                                                     | Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.                                                                                                                                                                                                                                                                                                                    | No                |                                                                                                                                                    |
| Similar Experience & Contracts                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |                                                                                                                                                    |
| 5.11.1                                                     | Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.                                                                                                                                                                                                                                                                                                                                                                                 | -                 | Please see attached Work in Progress, Currently have 4 Maintenance contract with the Florida Department of Transporatation in District 1, 3, and 6 |
| 12 Questions                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 100.00% Complete  |                                                                                                                                                    |

Question Set 6: Vendor Registration Checklist

Exhibit "B"

Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow 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. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

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.

This section will summarize your responses to those relevant documents.

| #                                                     | Question                                                                                                                                                                                                                                                                                                                                                                                             | Response                                            | Comment |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------|
| Vendor Information Form                               |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |         |
| 6.1.1                                                 | Did you submit a completed Vendor Information Form in the Vendor Registration Portal?                                                                                                                                                                                                                                                                                                                | Yes                                                 |         |
| Form W-9 (Rev. October 2018 or later)                 |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |         |
| 6.2.1                                                 | Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?                                                                                                                                                                                                                                                                                                         | Yes                                                 |         |
| Company Profile                                       |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |         |
| 6.3.1                                                 | Did you submit your Company Profile Form in the Vendor Registration Portal?                                                                                                                                                                                                                                                                                                                          | Yes                                                 |         |
| Sworn Statement on Public Entity Crimes Form          |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |         |
| 6.4.1                                                 | Which option did you select on the Sworn Statement on Public Entity Crimes Form?                                                                                                                                                                                                                                                                                                                     | A) Not Charged / Convicted                          |         |
| Local Vendor Preference Certification                 |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |         |
| 6.5.1                                                 | Which option did you select on the Local Vendor Preference Certification? Note - If certifying that your business is a Local Pembroke Pines or Broward County vendor, you must also attach applicable current business tax receipt(s) along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year. | Not a Local Pembroke Pines or Broward County Vendor |         |
| Veteran Owned Small Business Preference Certification |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |         |
| 6.6.1                                                 | Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center                                                                                                                                     | Not a Veteran Owned Small Business                  |         |
| Equal Benefits Certification Form                     |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |         |
| 6.7.1                                                 | Which option did you select on the Equal Benefits Certification Form?                                                                                                                                                                                                                                                                                                                                | A) Complies                                         |         |
| Vendor Drug-Free Workplace Certification Form         |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |         |
| 6.8.1                                                 | Which option did you select on the Vendor Drug-Free Workplace Certification Form?                                                                                                                                                                                                                                                                                                                    | Complies Fully                                      |         |
| E-Verify System Certification Statement               |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |         |
| 6.9.1                                                 | Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?                                                                                                                                                                                                                                                                                                | Yes                                                 |         |
| Local Business Tax Receipts                           |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |         |
| 6.10.1                                                | Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?                                                                                                                                                                                                                                                                                                                   | Yes                                                 |         |
| Scrutinized Company Certification                     |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |         |
| 6.11.1                                                | Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?                                                                                                                                                                                                                                                                                                      | Yes                                                 |         |
| 11 Questions                                          |                                                                                                                                                                                                                                                                                                                                                                                                      | 100.00% Complete                                    |         |

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the

Owner

(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 Albert AguirreDigitally signed by Albert Aguirre  
Date: 2022.06.29 14:16:55  
-04'00'Title Managing DirectorName of Company Alexander Design + Build, LLC





City of Pembroke Pines

(OFFICE USE ONLY) Vendor # \_\_\_\_\_

## VENDOR INFORMATION FORM

| MAIN CONTACT INFORMATION                       |                                                                                            |                |                        |
|------------------------------------------------|--------------------------------------------------------------------------------------------|----------------|------------------------|
| Company Name<br>(Legal Name as filed with IRS) | <u>Alexander Design + Build, LLC</u>                                                       |                |                        |
| Doing Business As (DBA)                        |                                                                                            |                |                        |
| Primary Business Address                       | <u>9705 NW 51<sup>st</sup> Terrace</u>                                                     |                |                        |
|                                                |                                                                                            |                |                        |
|                                                | City:                                                                                      | <u>Doral</u>   |                        |
|                                                | State:                                                                                     | <u>FL</u>      | Zip: <u>33178</u>      |
|                                                | Country:                                                                                   | <u>USA</u>     |                        |
| Remit To Address                               | <u>9705 NW 51<sup>st</sup> Terrace</u>                                                     |                |                        |
|                                                |                                                                                            |                |                        |
|                                                | City:                                                                                      | <u>Doral</u>   |                        |
|                                                | State:                                                                                     | <u>Florida</u> | Zip: <u>33178</u>      |
|                                                | Country:                                                                                   | <u>USA</u>     |                        |
| Order From Address                             | <u>9705 NW 51<sup>st</sup> Terrace</u>                                                     |                |                        |
|                                                |                                                                                            |                |                        |
|                                                | City:                                                                                      | <u>Doral</u>   |                        |
|                                                | State:                                                                                     | <u>Florida</u> | Zip: <u>33178</u>      |
|                                                | Country:                                                                                   | <u>USA</u>     |                        |
| Foreign Entity (Yes/No)                        | <u>No</u>                                                                                  |                |                        |
| Telephone Number                               | <u>(305) 753-5808</u>                                                                      |                |                        |
| Primary Company E-mail                         | <a href="mailto:aaquirre@alexanderdesign-build.com">aaquirre@alexanderdesign-build.com</a> |                |                        |
| Fax                                            |                                                                                            |                |                        |
| Website                                        |                                                                                            |                |                        |
| DUNS                                           |                                                                                            |                |                        |
| Independent Contractor (Yes/No)                | <u>No</u>                                                                                  |                |                        |
| Identification Number                          | SSN:                                                                                       |                | FID: <u>84-2662495</u> |

| GENERAL PAYMENT TERMS                                                                               |                                                                                                         |                                                                                           |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Discount Percent</b><br>Defines the discount percentage the vendor extends to your organization. | <b>Days to Discount</b><br>Number of days which payment must be received to claim the discount percent. | <b>Days to Net</b><br>Number of days that the vendor allows before requiring net payment. |
| <b>2%</b>                                                                                           | <b>5</b>                                                                                                | <b>30 Days</b>                                                                            |

| CONTACT INFORMATION              |                                                                                            |
|----------------------------------|--------------------------------------------------------------------------------------------|
| Contact Name (First & Last Name) | <u>Alberto Aquirre</u>                                                                     |
| Description/Title/Position       | <u>Managing Director</u>                                                                   |
| Phone (Voice)                    | <u>(305) 753-5808</u>                                                                      |
| Phone (Text)                     | <u>(305) 753-5808</u> Opt In (Y/N): <u>Y</u>                                               |
| Fax                              |                                                                                            |
| E-mail                           | <a href="mailto:aaquirre@alexanderdesign-build.com">aaquirre@alexanderdesign-build.com</a> |

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Exhibit "B"

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                        |
| 2 Business name/disregarded entity name, if different from above<br>Alexander Design + Build, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                        |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):                                                      |
| <input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>C</b><br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ► | Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br>9705 NW 51st Terrace                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Requester's name and address (optional)                                                                                                                |
| 6 City, state, and ZIP code<br>Doral, Florida 33178                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                        |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                        |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| Social security number         |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
|                                |   |   | - |   |   | - |   |   |   |
| or                             |   |   |   |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |   |
| 8                              | 4 | - | 2 | 6 | 6 | 2 | 4 | 9 | 5 |

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                                                  |                                                                         |                          |
|------------------|--------------------------------------------------|-------------------------------------------------------------------------|--------------------------|
| <b>Sign Here</b> | Signature of U.S. person ► <b>Albert Aguirre</b> | Digitally signed by Albert Aguirre<br>Date: 2022.06.29 13:50:22 -04'00' | Date ► <b>06/29/2022</b> |
|------------------|--------------------------------------------------|-------------------------------------------------------------------------|--------------------------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**(OFFICE USE ONLY)** Vendor # \_\_\_\_\_

Please provide the following information so that the City could better get to know your company's background.

| MAIN CONTACT INFORMATION                       |  |                                        |                |      |
|------------------------------------------------|--|----------------------------------------|----------------|------|
| Company Name<br>(Legal Name as filed with IRS) |  | <u>Alexander Design + Build, LLC</u>   |                |      |
| Doing Business As (DBA)                        |  |                                        |                |      |
| Primary Business Address                       |  | <u>9705 NW 51<sup>st</sup> Terrace</u> |                |      |
|                                                |  |                                        |                |      |
|                                                |  |                                        |                |      |
|                                                |  | City:                                  | <u>Doral</u>   |      |
|                                                |  | State:                                 | <u>Florida</u> | Zip: |
|                                                |  | Country:                               | <u>USA</u>     |      |

| <b><u>Organization Background</u></b>                                                                     |                |
|-----------------------------------------------------------------------------------------------------------|----------------|
| <b>Please state the year that you company started its business</b>                                        | <b>2019</b>    |
| <b>Please state the year that your company started providing service under your current business name</b> | <b>2019</b>    |
| <b>What State is your Company Registered In?</b>                                                          | <b>Florida</b> |

[illegible]

*Please list any applicable professional licenses required to perform the services your company offers.*

| <b><u>Please Provide a Summary of your Company and What Services you provide</u></b> |  |
|--------------------------------------------------------------------------------------|--|
| <b>General Contractor Company</b>                                                    |  |



City of Pembroke Pines

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted Alexander Design + Build, LLC  
(name of entity submitting sworn statement) whose business address is  
9705 NW 51st Terrace, Doral, Florida 33178  
and (if applicable) its Federal Employer Identification Number (FEIN) is  
84-2662495. (If the entity has no FEIN, include the Social Security  
Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. My name is Alberto Aguirre and my  
(Please print name of individual signing)  
relationship to the entity named above is Managing Director.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a

*City of Pembroke Pines*

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- ☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- ☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Albert  
Aguirre

Bidder's Name/Signature

Digitally signed by Albert  
Aguirre  
Date: 2022.06.29 13:52:24  
-04'00'

Alexander Design + Build, LLC

Company

06/29/2022

Date



City of Pembroke Pines

## LOCAL VENDOR PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### LOCAL PREFERENCE

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

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

**OR;**

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

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

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.**

COMPANY NAME: Alexander Design + Build, LLC

PRINTED NAME / AUTHORIZED SIGNATURE: Albert Aguirre

Digitally signed by Albert Aguirre  
Date: 2022.06.29 14:00:14 -04'00'





City of Pembroke Pines

## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

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

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

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.**

COMPANY NAME: Alexander Design + Build, LLC

PRINTED NAME / AUTHORIZED SIGNATURE: Albert Aguirre  Digitally signed by Albert Aguirre  
Date: 2022.06.29 14:01:02 -04'00'





*City of Pembroke Pines*

## **EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES**

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.

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

The 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's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

### **SECTION 1 DEFINITIONS**

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at

*City of Pembroke Pines*

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

**SECTION 2 CERTIFICATION OF CONTRACTOR**

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the 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. Cash 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 cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



*City of Pembroke Pines*

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☐ **3.** The 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;

☐ **4.** The Contractor is a governmental agency;

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.**

COMPANY NAME: Alexander Design + Build, LLC

AUTHORIZED OFFICER NAME / SIGNATURE: Albert Aguirre Digitally signed by Albert Aguirre  
Date: 2022.06.29 13:54:13 -04'00'



City of Pembroke Pines

## VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

### SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

### SECTION 2 AFFIRMATION

☒ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.**

Albert Aguirre  
Digitally signed by Albert Aguirre  
Date: 2022.06.29 13:55:27 -04'00'

Authorized Signature

Alberto Aguirre

Authorized Signer Name

Alexander Design + Build, LLC

Company Name



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION  
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Alberto Aguirre Managing Director, on behalf of Alexander Design + Build, LLC,  
Print Name and Title Company Name  
 certify that Alexander Design + Build, LLC:  
Company Name

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

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Alexander Design + Build, LLC  
 Company Name

Alberto Aguirre  
 Print Name / Signature

Managing Director  
 Title

Albert  
 Aguirre

Digitally signed by  
 Alberto Aguirre  
 Date: 2022.06.29  
 13:57:09 -04'00'



City of Pembroke Pines

## E-VERIFY SYSTEM CERTIFICATION STATEMENT (UNDER SECTION 448.095, FLORIDA STATUTES)

1. Definitions:
  - a. **"Contractor"** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
  - b. **"Subcontractor"** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
  - c. **"E-Verify system"** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
  - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
  - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
  - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
3. Contract Termination
  - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
  - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
  - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
  - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
  - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Alexander Design + Build, LLC

COMPANY NAME: \_\_\_\_\_

Alberto Aguirre

PRINTED NAME / AUTHORIZED SIGNATURE: \_\_\_\_\_

Albert Aguirre

Digitally signed by Albert Aguirre  
Date: 2022.06.29 13:58:05 -04'00'



9705 NW 51<sup>st</sup> Terrace • Miami, Florida 33178  
 ☎ 305.753.5808 ✉ [albertoaguirrev@gmail.com](mailto:albertoaguirrev@gmail.com)

# Alberto A. Aguirre

## Areas of Practice

- Executive Manager
- Finance Manager
- Operations Manager
- Project Manager
- Contracts Manager
- Site Acquisition Manager
- A&E Manager
- Construction Manager
- Project Executive
- Chief Estimator

## Industry Lines

- Construction & Infrastructure
- Real Estate & Development
- Architecture & Engineering
- Telecom, Media & Technology
- Transportation
- Roadway Construction
- Energy & Industrial Technology
- Commercial Construction

## Companies

- TOTAL COMMUNICATION SOLUTIONS, INC (2006-2008)  
Controller / Assistant Project Manager
- CHARTER REALTY GROUP (2008-2009)  
Compliance Specialist
- EDGEWATER CONSTRUCTION GROUP, INC (2009-2011)  
Chief Estimator / Project Manager
- R2 CONSTRUCTION GROUP, LLC (Jan. 2011- Oct. 2011)  
Chief Estimator / Project Manager
- GOMEZ AND SON FENCE, CORP (Oct. 2011-Present)  
Project Executive / Chief Estimator – Partner

## Education/Qualifications

- Florida License Holder CGC 1530850
- BS Civil Engineering, Florida International University, Miami, Florida
- AS Finance, Miami Dade College, Miami, Florida
- State of Florida Certified MOT Office
- State of Florida Qualified Stormwater Inspector
- High School Diploma, Miami Killian Senior High School, Miami, Florida

## Computer Applications

- MS Office Products
- QuickBooks
- Micro Station
- AutoCAD, Revit
- Adobe
- Primavera Project Management
- Timberline / Sage
- Job Cost Software
- OSX Software

## Professional Experience

20 years of diverse experience encompassing corporate – executive & finance management, commercial real estate & project development, project implementation, and operations management for multimillion-dollar business development initiatives. Demonstrated management professional with a record for leading business-critical projects from inception through completion, on time, within budget and exceeding performance standards. Fully bi-lingual (English / Spanish), motivated, flexible, versatile and being able to keep calm under extreme circumstances.

## Principal Areas of Practice

Successful and accomplished experience in: strategic analysis, operational planning, project management, budgeting, financial and industrial engineering, design, procurement, site acquisition and operational management. Expert contracts negotiator and contracts manager. Results-oriented, dedicated leader with exceptional communications, problem solving, motivational, and interpersonal skills with a proven track record of delivering highly profitable projects. Exceedingly skilled in developing and implementing all aspects of start-up business and corporate operations, inclusive of capitalization, regulatory, project finance, hedging & risk mitigation, estimating, budgeting, organizing, administration, supervision, human resources, and process development.

## Major Projects

### Transportation – Public Roadway Systems \$25 Million Revenue

- Directed all operations of a startup Florida licensed General Contracting and Engineering Company specializing in DOT civil and electromechanically engineered utility construction work. Successfully negotiated, bonded, executed, and administered contracts and directly managed operations with all tradesmen, subcontractors, suppliers, governmental authorities and private sector enterprises.
- Executive oversight for project management, business development, strategic oversight and alliances driving first year revenue from zero to \$3.5 million while securing shareholders net 30% profit. Directed corporate administration, engineering, operational management, estimating, budgeting, financial services, and HR and legal affairs. Profitable Capital Venture Investor and Consultant providing multiple full recourse factoring and sound corporate investment services to mid-capitalized Florida companies.
- Planned and executed various Department of Transportation (DOT) Intelligent Transportation System (ITS) utility contracts in Central and South Florida. Developed winning proposals, schedules, and budgets for awarded contracts. Appointed quality assurance manager to ensure compliance with local and state building codes and national standards.

### Engineering, Procurement, Construction (EPC) – Commercial Development- \$50 Million Revenue

- Directed client engineering, procurement and construction (EPC) in northern and southern Florida. Established scope of work and determined technical requirements. Engaged contractors for architecture and engineering. Selected equipment vendors and suppliers. Operationally managed all site activities, including tradesmen coordination and compliance with permitting authorities.
- Planned, managed, and completed more than 100 project installations to engineering specifications, building code requirements, timelines and budgets.
- Spearhead sales growth in conjunction with orchestrating project and construction management, environmental, legal, real estate development, and regulatory services for a \$10,000,000 development project. Directed and supervised a multidisciplinary team of 10 professionals. Devise and implement strategic plans to achieve revenue and profitability goals. Control multiple project budgets and billing. Deliver expertise in site acquisition, zoning, master lease technical docs, right-of-way, and environmental regulatory issues.
- Aggressively pursued and negotiated new customer contracts that significantly exceeded market forecasts for profitability.

### Program & Project Management – Enterprise Communication Construction- \$10 Million Revenue

- Managed regional area construction projects for clients from request for quote to completion. Played a key role in sales during the bid development process. Provided skilled supervision to assure flawless delivery of client requirements. Coordinated labor, administered budgets, secured contractors and procured materials.
- Completed large scale underground and commercial building utility projects on time and under budget for KIEWIT SOUTHERN, OHL ARELLANO, KENNEDY CONTRACTORS, AMERICARIBE, COASTAL CONSTRUCTION, FLORIDA DEPARTMENT OF TRANSPORTATION, VERO BEACH INTERNATIONAL AIRPORT and various other government entities.
- Provided engineering sales and regulatory based construction solutions in support of national collocation product efforts. Supplied critical technical and management expertise for implementation projects within Central and South Florida region. Authorized equipment purchases. Developed documentation, presentations and training programs. Conducted quality audits.
- Successfully directed and monitored the progress and details of multiple projects through final phase that represented more than \$10 million in sales.
- Published and set the nationwide technical specification standards and negotiated the cost-effective purchase of specialized equipment from building suppliers.

### Utilities – Telecommunications Engineering, Construction, and Operations- \$15 Million Revenue

- Engineered, designed, and managed the deployment, maintenance and support of underground, aerial, and building utility plants within urban, suburban, and rural environments.
- Directed construction and installations, 24/7 operational support of assigned plant districts. Managed capital and expense budgets. Oversaw inside and outside plant activities assuring quality, reliable service delivery throughout the greater South Florida region.
- Expertly managed, lead, and directly supervised utility construction union tradesmen, company owned heavy equipment, materials and resources consistently delivering estimated, routine, and emergency restoration work on time and under budget.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**AGUIRRE, ALBERTO A**

ALEXANDER DESIGN + BUILD LLC  
9705 NW 51ST TERRACE  
DORAL FL 33178

**LICENSE NUMBER: CGC1530850**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](https://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

**L19000202084  
FILED 8:00 AM  
August 08, 2019  
Sec. Of State  
tscott**

**Article I**

The name of the Limited Liability Company is:

ALEXANDER DESIGN + BUILD LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

1395 BRICKELL AVE.  
800  
MIAMI, FL. US 33131

The mailing address of the Limited Liability Company is:

1395 BRICKELL AVE.  
800  
MIAMI, FL. US 33131

**Article III**

The name and Florida street address of the registered agent is:

UNITED STATES CORPORATION AGENTS, INC.  
5575 S. SEMORAN BLVD.  
36  
ORLANDO, FL. 32822

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CHEYENNE MOSELEY, US CORP. AGENTS

## Article IV

The name and address of person(s) authorized to manage LLC:

Title: AMBR  
DAVID SHEA  
1395 BRICKELL AVE. #800  
MIAMI, FL. 33131 US

Title: AMBR  
ALBERT AGUIRRE  
1395 BRICKELL AVE. #800  
MIAMI, FL. 33131 US

**L19000202084**  
**FILED 8:00 AM**  
**August 08, 2019**  
**Sec. Of State**  
**tscott**

Signature of member or an authorized representative

Electronic Signature: [ONLINEFILINGS@LEGALZOOM.COM](mailto:ONLINEFILINGS@LEGALZOOM.COM)

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

**2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L19000202084

**Entity Name:** ALEXANDER DESIGN + BUILD LLC

**Current Principal Place of Business:**

17813 133RD WAY N  
JUPITER, FL 33478

**Current Mailing Address:**

17813 133RD WAY N  
JUPITER, FL 33478 US

**FEI Number:** 84-2662495

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SHEADA VENTURES LLC  
17813 133RD WAY N  
JUPITER, FL 33478 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** DAVID C. SHEA

02/21/2022

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title AMBR  
Name SHEA, DAVID  
Address 17813 133RD WAY N  
City-State-Zip: JUPITER FL 33478

Title AMBR  
Name AGUIRRE, ALBERT  
Address 17813 133RD WAY N  
City-State-Zip: JUPITER FL 33478

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** DAVID C SHEA

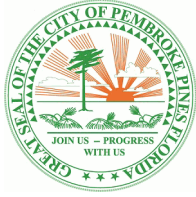
AMBR

02/21/2022

Electronic Signature of Signing Authorized Person(s) Detail

Date





# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

### Agenda Number: 5.

**File ID:** 22-0861

**Type:** Bid

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 10/27/2022

**Short Title:** RFQ # PSPW-22-07 Citywide Fencing Pool  
Expansion-Alexander Design

**Final Action:** 11/16/2022

**Title:** MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # PSPW-22-07 "CITYWIDE FENCING (POOL EXPANSION)" TO ALEXANDER DESIGN & BUILD, LLC WHICH WILL ENTER INTO THE EXISTING FENCING POOL THAT WILL BE UTILIZED ON AN AS-NEEDED BASIS IN THE AMOUNT NOT TO EXCEED \$2,250,000 FOR THE REMAINDER OF THE INITIAL THREE-YEAR PERIOD AT AN ESTIMATED ANNUAL AMOUNT OF \$750,000.

**\*Agenda Date:** 11/16/2022

**Agenda Number:** 5.

#### Internal Notes:

**Attachments:** 1. Alexander Design + Build LLC - PSPW-22-07 Citywide Fencing Agreement (Pool Expansion) (CAAVE), 2. Exhibit A - RFQ # PSPW-22-07 Citywide Fencing (Pool Expansion), 3. Exhibit B - Alexander Design & Build, LLC - Bid Submittal, 4. RFQ PSPW-22-07 - Bid Tabulation

|                                                                                                                 |                 |            |         |      |
|-----------------------------------------------------------------------------------------------------------------|-----------------|------------|---------|------|
| 1                                                                                                               | City Commission | 11/16/2022 | approve | Pass |
| <b>Action Text:</b> A motion was made to approve on the Consent Agenda                                          |                 |            |         |      |
| Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, Commissioner Good Jr., and Commissioner Castillo |                 |            |         |      |
| Nay: - 0                                                                                                        |                 |            |         |      |

#### PROCUREMENT PROCESS TAKEN:

**- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."**

**- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and**

***evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."***

***- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."***

***- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."***

***- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."***

***- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."***

***- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."***

***- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."***

***- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."***

#### **SUMMARY EXPLANATION AND BACKGROUND:**

1. On April 20, 2022, the City Commission approved the findings and recommendation of the evaluation committee and awarded RFQ # PSPW-21-11 "Citywide Fencing" creating a pool of contractors that can be used on an as-needed basis for the replacement and new installation of fencing at various locations throughout the City. The City will obtain pricing from the following contractors for each project as they arise:

##### **Vendor Name**

GD Supplies, LLC

Gomez and Son Fence, Corp.

Pergola Roof Miami LLC

TECHGROUPONE, Inc.

**Agenda Request Form Continued (22-0861)**

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2. The agreement was for an initial three-year period which began on April 20, 2022, in the amount not to exceed \$2,250,000 with an estimated annual cost of \$750,000. The agreement includes the option to renew for one additional three-year period.

3. The City desired to expand the current pool of contractors for Citywide fencing projects to ensure more competition.

4. On June 15, 2022, the City Commission authorized the advertisement of RFQ # PSPW-22-07 "Citywide Fencing (Pool Expansion)", which was advertised on June 21, 2022.

5. On July 19, 2022, the City opened two (2) proposals from the following vendors (listed in alphabetical order):

**Vendor Name**

Alexander Design & Build, LLC

A&N Construction Group, Inc.

6. After reviewing the proposals, the Procurement Department deemed the A&N Construction Group, Inc. to be non-responsive because they did not meet the minimum requirement of at least two years of experience, and was not able to provide any References, which were both requirements.

7. On October 25, 2022, the City convened an evaluation committee to review the qualifications of the proposers. The evaluation committee unanimously passed a motion to deem A&N Construction Group, Inc. to be non-responsive. In addition the committee unanimously passed a motion to deem Alexander Design & Build, LLC as qualified and include the firm in the pool of vendors for Citywide fencing projects.

8. In addition, Alexander Design & Build, LLC has also completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section."

9. Request Commission to approve the findings and recommendation of the evaluation committee and to award RFQ # PSPW-22-07 "Citywide Fencing (Pool Expansion)" to Alexander Design & Build, LLC which will enter into the existing fencing pool that will be utilized on an as-needed in the amount not to exceed \$2,250,000 for the remainder of the three-year period at an estimated annual amount of \$750,000.

**Reviewed by Commission Auditor.**

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** Amount not to exceed \$2,250,000 for the initial three-year period at an estimated annual amount of \$750,000. Services will be rendered on an as-needed basis.



Agenda Request Form Continued (22-0861)

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**b) Amount budgeted for this item in Account No:** Funds are available in various accounts and will be used on an as-needed basis for projects as they arise, including new replacement and repairs throughout the City.

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 5 year projection of the operational cost of the project:**

|              | Year 1    | Year 2    | Year 3    | Year 4 | Year 5 |
|--------------|-----------|-----------|-----------|--------|--------|
| Revenues     | \$0       | \$0       | \$0       | \$0    | \$0    |
| Expenditures | \$750,000 | \$750,000 | \$750,000 | \$0    | \$0    |
| Net Cost     | \$750,000 | \$750,000 | \$750,000 | \$0    | \$0    |

**e) Detail of additional staff requirements:** Not Applicable.

### **FEASIBILITY REVIEW:**

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

|                                                                                        |                                                                                                                                                                                                                    |                                 |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE</b>                           |                                                                                                                                                                                                                    | DATE (MM/DD/YYYY)<br>12/13/2022 |
| <b>PRODUCER</b><br>Gregg Blanchard AGENCY<br>11235 US HWY 1<br>N PALM BEACH, FL 33408  | <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b> |                                 |
| <b>INSURED</b><br>ALEXANDER DESIGN + BUILD LLC<br>9705 NW 51ST TERRACE MIAMI, FL 33178 | <b>INSURERS AFFORDING COVERAGE</b><br>INSURER A: Hiscox INSURANCE COMPANY<br>INSURER B: ALLSTATE INSURANCE COMPANY<br>INSURER C:<br>INSURER D:<br>INSURER E:                                                       | <b>NAIC #</b><br>10200<br>23110 |

**COVERAGES**

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

| INSR | ADD'L                               | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                     | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                                                  |
|------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a    | <input checked="" type="checkbox"/> | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | P100.778.547.2 | 12/08/2022                       | 12/08/2023                        | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B    | <input checked="" type="checkbox"/> | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                               | 648947143      | 12/08/2022                       | 12/08/23                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                               |
|      |                                     | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                          |                |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$                                                                                                                                                                 |
|      |                                     | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE \$<br>RETENTION \$                                                                                                                                                                              |                |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$                                                                                                                                                                                    |
| C    |                                     | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below                                                                                                                                                  |                |                                  |                                   | WC STATUTORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                  |
|      |                                     | <b>OTHER</b>                                                                                                                                                                                                                                                                                                          |                |                                  |                                   |                                                                                                                                                                                                                                         |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

The Certificate holder is named as additionally insured with regards to General Liability Policy

**CERTIFICATE HOLDER**

CITY OF PEMBROKE PINES  
 601 CITY CENTER WAY, 4TH FLOOR  
 PEMBROKE PINES, FLORIDA 33025

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Gregg Blanchard*



JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 3/3/2022

**EXPIRATION DATE:** 3/2/2024

**PERSON:** ALBERTO A AGUIRRE

**EMAIL:** AAGUIRRE@ALEXANDERDESIGN-BUILD.COM

**FEIN:** 842662495

**BUSINESS NAME AND ADDRESS:**

ALEXANDER DESIGN + BUILD LLC

17813 133RD WAY N

JUPITER, FL 33478

**SCOPE OF BUSINESS OR TRADE:**

|                           |                                                                                    |                                                                    |                                          |
|---------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------|
| Concrete Construction NOC | Concrete or Cement Work -<br>Floors, Driveways, Yards, or<br>Sidewalks and Drivers | Concrete Construction In<br>Connection With Bridges or<br>Culverts | Cleaner-Debris Removal -<br>Construction |
|---------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------|

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IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

## Rojas, Dominique

---

**From:** Rotstein, Daniel  
**Sent:** Tuesday, December 13, 2022 11:26 AM  
**To:** Rojas, Dominique  
**Subject:** FW: Alexander Design + Build LLC - PSPW-22-07 Citywide Fencing Agreement (Pool Expansion) - Risk Approval Request  
**Attachments:** COI (GL, Auto) Expires 12-8-2023.pdf; WC-Exemption Certificate Expires 3-2-2024.pdf; Alexander Design + Build LLC - PSPW-22-07 Citywide Fencing Agreement (Pool Expansion).pdf; Exhibit A - RFQ # PSPW-22-07.pdf; Exhibit B - Alexander Design + Build LLC - RFQ Submittal.pdf

Approved

---

**From:** Rojas, Dominique <drojas@ppines.com>  
**Sent:** Tuesday, December 13, 2022 11:02 AM  
**To:** Rotstein, Daniel <drotstein@ppines.com>  
**Cc:** Contracts <contracts@ppines.com>  
**Subject:** Alexander Design + Build LLC - PSPW-22-07 Citywide Fencing Agreement (Pool Expansion) - Risk Approval Request

Dear Daniel,

Good morning. Please could you review the attached COI and Workers' Compensation certificate of exemption, provided for the above-referenced agreement.

The agreement and exhibits are also attached for your reference, and we stand by for your approval/comments.

Kindest regards,

**Dominique Rojas • Contracts Specialist**

Finance Department

**City of Pembroke Pines**

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: [drojas@ppines.com](mailto:drojas@ppines.com)

Main: 954-392-9435

Team Email: [contracts@ppines.com](mailto:contracts@ppines.com)

[www.ppines.com](http://www.ppines.com)

**City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)**

## Rojas, Dominique

---

**From:** Buckland, Steven  
**Sent:** Monday, November 7, 2022 3:46 PM  
**To:** Garcia, Oniel  
**Cc:** Rojas, Dominique  
**Subject:** Re: Alexander Design + Build LLC - PSPW-22-07 Citywide Fencing Agreement (Pool Expansion)  
**Attachments:** Alexander Design + Build LLC - PSPW-22-07 Citywide Fencing Agreement (Pool Expansion)(CAA).pdf; Exhibit A - RFQ # PSPW-22-07.pdf; Exhibit B - Alexander Design + Build LLC - RFQ Submittal.pdf

Approved

Sent from my iPhone

On Nov 7, 2022, at 3:36 PM, Garcia, Oniel <ogarcia@ppines.com> wrote:

Steve,

Please approve as to Scope, Term and Compensation.

Thank you,

**Oniel Garcia** • Contracts Manager

Finance Department

**City of Pembroke Pines**

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9437

Main: 954-392-9435

Email: [ogarcia@ppines.com](mailto:ogarcia@ppines.com)

[www.ppines.com](http://www.ppines.com)

**City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)**

---

**From:** Rojas, Dominique <drojas@ppines.com>

**Sent:** Thursday, November 3, 2022 5:34 PM

**To:** Buckland, Steven <sbuckland@ppines.com>

**Cc:** Contracts <contracts@ppines.com>

**Subject:** Alexander Design + Build LLC - PSPW-22-07 Citywide Fencing Agreement (Pool Expansion)

Dear Steven,

Good afternoon. The above-referenced agreement, as approved by the City Attorney's office is attached for your review and approval of the scope, term, and compensation.

It is also available for approval on CobbleStone.

Once approved we will send it to the vendor and to Procurement for upload to the agenda item.