

Exterior Painting of East Campus Charter School

Invitation for Bids # ED-23-02

General Information		
Project Cost Estimate	\$95,000	See Section 1.4
Project Timeline	90 calendar days from NTP with an estimated start date of June 9, 2023.	See Section 1.4
Evaluation of Proposals	Staff	See Section 1.7
Mandatory Site Visit	10:00 a.m. on April 18, 2023 at the Main Office of City of Pembroke Pines Charter Elementary School East, located at 10801 Pembroke Road, Pembroke Pines, FL 33025.	See Section 1.8
Question Due Date	April 24, 2023	See Section 1.8
Proposals will be accepted until	2:00 p.m. on May 2, 2023	See Section 1.8
5% Proposal Security / Bid Bond	Required in the event that the proposal exceeds \$200,000	See Section 4.1
100% Payment and Performance Bonds	Required in the event that the proposal exceeds \$200,000	See Section 4.2
Grant or Federal Funding Information	Not Applicable	Not Applicable

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



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Attachment F: Exterior Repaint Specification for Pembroke Pines Charter School



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

IFB # ED-23-02 Exterior Painting of East Campus Charter School

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.

If additional information help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 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, May 2, 2023. 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, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

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.**



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 Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to paint the exterior of the Pembroke Pines Charter Elementary School East Campus, located at 10801 Pembroke Rd, Pembroke Pines, FL 33025, in accordance with the terms, conditions, and specifications contained in this solicitation.

1.3 SCOPE OF WORK

1.3.1 PROJECT DETAILS

- Pressure cleaning and painting of the exterior of all East Campus buildings; to include building exterior, exterior walkways already painted, exterior fire



sprinkler water lines, exterior fresh water supply lines, and metal roofs. All paints to be applied, per manufacturer's guidelines.

- Pressure clean all stucco and masonry surfaces with a minimum of 3,500 PSI pressure cleaning equipment to remove as much existing deteriorated coating as possible. All masonry surfaces will be free of dirt, grease, oil, and "chalk". Surfaces will be allowed to dry thoroughly. If necessary, repeat procedure. Multiple coats of paint that are in an advanced state of deterioration shall be removed.
- All curbs, sidewalks and parking stops to be pressure cleaned only.
- All cracks in masonry larger than hairline (over 1/16") are to be ground out to form a "V" or "U" shape and blown or brushed out to remove all dust, dried of all moisture, sealed with penetrating masonry primer. The resultant opening shall have elastomeric sealant knifed in to completely fill the void.
- Once cured, the filled crack shall be over coated with knife grade "flexible" sealant, crowned in the center approximately 1/16" and feathered at least 3" on either side of the crack to match the surrounding surface as closely as possible.
- All loose or broken stucco must be removed, and adjacent areas or suspect areas "sounded" for deteriorated stucco. Prior to re-stuccoing, the affected area shall be bonded. Stucco texture shall conform to the surrounding areas as closely as possible. Contractor is to provide a per square foot price for stucco repair.
- Inside corners, control joints and parapet wall joints shall receive a continuous bead of sealant, tooled to provide complete adhesion to the opposing surface. Damaged or deteriorated sealant shall be removed, and backer rod replaced and resealed. Contractor is to provide a price per linear foot for expansion joints with backer rod.
- All exterior windows, shutters, vents and decorative accent joints shall be cleaned out, masonry surface shall be conditioned, the metal surface will be solvent wiped, and re-caulked with an approved high quality polyurethane sealant. Contractor is to provide a price per linear foot for polyurethane sealant around windows.
- Use only polyurethane sealant; acrylic caulking is not approved.
- Colors to be submitted to Project Manager for approval. All primers and undercoats are to be tinted to the approximate selected finish coat for better hide.
- All metal and/or masonry surfaces exposed after cleaning and preparation must have one full coat of primer applied prior to finish coat.
- Seal all exterior stucco surfaces using one coat of masonry sealer.
- Apply 2 finish coats of Sherwin Williams Latitude Exterior Paint Satin



Finish, or equal, to all exterior stucco surfaces.

- There will be a body color and trim color as existing.
- Metal surfaces: Properly prepare all previously painted, metal roofs as applicable. These shall be sanded and cleaned to remove all rust, grease, oil, dirt, mildew and loose or peeling paint. Rusted surfaces to be cleaned in accordance with SSPC-SP2 Hand Tool Cleaning or SSPC-SP3 Power Tool Cleaning. Sandblasting as needed.
- Metal surfaces: After proper preparation and priming, apply one (1) coat of Sherwin Williams Premium high gloss oil-based enamel, or equal, as the finish coat. Primer will be done with Pro industrial Pro-cryl universal metal primer. Finish coats will be done with Pro industrial Pre-catalyzed water based urethane.
- The two green metal canopies in both bus loops, the tops and to be painted green and the bottoms are to be painted white. They need to be sand blasted where needed.
- All doors and door frames are not to be painted.

1.3.2 GENERAL INFORMATION

- Contractor shall provide all materials, labor, equipment, and any other necessary items required for complete installation.
- Awarded Contractor shall be responsible for the full removal of any paint particles or overspray from any vehicles or adjacent properties that result from the Contractor's performance of this project.
- The City of Pembroke Pines will help coordinate any parking lot closures deemed necessary.
- The minimum experience required as a licensed Contractor is five (5) years for this project.
- Awarded Contractor shall be responsible for the protection of all adjacent areas and landscaping; and the subsequent restoration of such should damage occur.
- Contractor shall provide all testing, manufacturer warranties, and certifications.
- The Contractor shall employ a competent English-speaking superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be the primary representative for the Contractor and all communications given to and all decisions made by the superintendent shall be binding to the Contractor.
- Contractor will be required to schedule all work with the City's Project Manager.



- Contractor shall be responsible for all debris removal and restoration to any existing areas damaged by the contractor once the project is completed. Site shall be made safe, and clean of debris at the end of each workday.
- All precautions need to be taken for life safety and protection of people, vehicles, and all other structures on the site.
- The work must be performed Monday through Friday or as approved by the Project Manager.
- Timeline must be completed during summer recess. Summer recess begins on June 9, 2023, and concludes on August 16, 2023.
- Contractor shall be cleared and badged by Broward County Schools in the event work is to be completed while school is in session. If so, at least one crew member present at all times shall have the school badge clearance.
- Upon completion, contractor shall remove all excess paint that has been misplaced on other surfaces.
- Upon completion of the job, the awarded contractor will remove all surplus materials, scaffolds, etc. from the premises that related to the project.
- Upon completion, contractor shall clean all window glass to be free of excess paint and sealer.
- Verification of all dimensions, square footages and quantities are the responsibility of the contractor.

1.3.3 WARRANTIES

- Contractor shall provide a seven (7) year workmanship labor warranty covering repair of peeling or fading paint, lose or deteriorated sealant on all masonry-to-masonry expansion joints, windows, doors, and other penetrations, removed and replaced by the contractor.
- Upon completion of the project, and with their application instructions and specifications strictly adhered to, the contractor shall provide a written ten (10) year product warranty from the manufacturer.

1.4 PROJECT COST ESTIMATE & TIMELINE

Staff estimates this project to cost approximately \$95,000, which does not include permit costs.

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.**

The work shall be completed within 90 days from issuance of CITY's Notice to Proceed, with an estimated start date of June 9, 2023.

In addition, please note the city's average time for a contractor to apply for and receive an approved permit is 30 days; delays in this timeline caused by the contractor's failure to actively monitor the permit process and submit all required documentation in a timely manner, will count against the project's contractual completion period.

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 REQUIREMENTS

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.

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.

1.5.1 Pricing Sheet / Bid Tables

1. **Bid Table:** The vendor must provide their pricing through the designated lines items listed on the Excel Sheet that is available for download on the Bonfire website under the "**Pricing Sheet / Bid Table**" section. Please follow the instructions given in this package and on the Excel Sheet to complete and upload the information back onto the Bonfire website.
2. **Primary Responses:** This tab of the Bid Table includes a "**Vendor Notes**" column for any additional comments regarding the requested line item(s). A comment is required in the "**Vendor Notes**" column. If the vendor does not need to submit any comments, please enter N/A or similar.
 - a. Below is a sample of the "**Primary Responses**" tab of the Bid Table:



Status	Bid/No Bid Decision	#	Item	Unit Price	Vendor Notes	Total Cost
Success: All values provided	Bid	#0-1	Lump Sum for Exterior Painting of East Campus	\$ 50,000.00	N/A	\$ 50,000.00
Additional Work						
Success: All values provided	Bid	#1-1	Price per Linear FT: Expansion Joints with Backer Rod	\$ 10.00	N/A	\$ 10.00
Success: All values provided	Bid	#1-2	Price per Linear FT: Polyurethane Sealant Around Windows	\$ 10.00	N/A	\$ 10.00
Success: All values provided	Bid	#1-3	Price per Square FT: Stucco Repair	\$ 10.00	N/A	\$ 10.00

3. **Additional Responses:** This tab of the Bid Table allows for bidders to submit alternative options. Substitutions of brands or products must be submitted as an alternative for the City’s review and approval.
 - a. To submit an alternative, the vendor must copy the information for the corresponding line item from the “#” column in the “**Primary Responses**” tab and paste it into the “**Additional Responses**” tab to identify which item they are providing an alternative option for.
 - b. Vendors are required to identify the substitution of brands or products in the “**Vendor Notes**” column.
 - c. For additional information on uploading supporting documentation for the proposed alternative(s), please refer to **Section 1.5.4(3)**.
 - d. Below is a sample of the “**Additional Responses**” tab of the Bid Table:

Additional Responses

Success: All data is valid!

Status	#	Item	Unit Price	Vendor Notes	Total Cost
Success: All values provided	#0-1	Lump Sum for Exterior Painting of East Campus	\$ 40,000.00	Alternate Paint	\$ 40,000.00

1.5.2 Questionnaires

1. Contact Information Form
2. Proposer’s Background Information



3. Vendor Registration Checklist
4. **References Form:** Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). A minimum of 3 references should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information.

In addition, **do not provide City of Pembroke Pines projects as any of your references and do not utilize any current City of Pembroke Pines employees as reference contacts.**

- A) 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 #
- B) 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

1.5.3 Other Completed Documents

1. Attachment A: Non-Collusive Affidavit
2. Proposal Security (Bid Bond Form or Cashier's Check):
 - a. Each Proposal should be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an



approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price.

- b. Contingency is not to be counted in the total amount the proposal security is based on.
- c. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through Bonfire.
- d. Proposers should also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive.
- e. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # ED-23-02 "Exterior Painting of East Campus Charter School"**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.
- f. Please see SECTION 4 - SPECIAL TERMS & CONDITIONS of this document for additional information.

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 (such as specification sheets, etc.).
- 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 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 Form



1.6.4 Sworn Statement on Public Entity Crimes Form

1.6.5 Equal Benefits Certification Form

1.6.6 Vendor Drug-Free Workplace Certification Form

1.6.7 Scrutinized Company Certification

1.6.8 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.

1.6.9 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.

1.6.10 Local Business Tax Receipts

1.6.11 Local Vendor Preference Certification

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

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



1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	April 11, 2023
Non-Mandatory Pre-Bid Meeting	10:00 a.m. on April 18, 2023
Question Due Date	April 24, 2023
Anticipated Date of Issuance for the Addenda with Questions and Answers	April 26, 2023
Proposals will be accepted until	2:00 p.m. on May 2, 2023
Proposals will be opened at	2:30 p.m. on May 2, 2023
Evaluation of Proposals by Staff	May 2, 2023 – May 17, 2023
Recommendation of Contractor to City Commission award	May 17, 2023
Issuance of Notice to Proceed	TBD
Project Commencement	Not later than 10 days after NTP
Project Completion	90 days after NTP

1.8.1 MANDATORY SITE VISIT

A site visit is required prior to submitting a proposal.

There will be a scheduled site visit on **April 18, 2023 at 10:00 a.m.** Meeting location will be at the Main Office of City of Pembroke Pines Charter Elementary School East, located at 10801 Pembroke Road, Pembroke Pines, FL 33025.

In the event that a contractor cannot attend the scheduled site visit, or if a contractor would like a follow up visit to the site, they may request a site visit by contacting Irene Munarriz at (954) 518-9061. We urge all contractors to attend the scheduled meeting, as a separate or follow-up meeting may not be afforded to the requester due to scheduling and availability of staff to assist with any additional meetings. In addition, if making a request for a separate or follow-up meeting, contractors are urged to make these requests as early as possible.

Contractors will be required to provide a valid driver’s license at East Campus Elementary School and be required to sign in to show proof of attendance. It is the vendor’s responsibility to make sure that they sign in at the meeting.

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on May 2, 2023.**

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 with ample time before the bid closing date and time.

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

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # ED-23-02 "Exterior Painting of East Campus Charter School"**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 INDEMNIFICATION:

Yes No

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

Yes No

2.1.2 Indemnification for Design Professionals and Construction Contracts: The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of 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. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

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

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company



shall be rated no less than “A” as to management, and no less than “Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

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

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

2.6 REQUIRED INSURANCE

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

Yes No

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

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

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



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

Yes No

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

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

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

Yes No

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

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

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

Yes No

2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of



\$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

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

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

Yes No

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

Yes No

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

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

Yes No

- 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your



services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer’s or third person’s computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

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

Yes No

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

Yes No

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

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

Yes No

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

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

Yes No



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

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

Yes No

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

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

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 Bonfire support at 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.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

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



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

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



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



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



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



or independent contractors pursuant to or in the performance of the Contract.

Indemnification for Design Professionals and Construction Contracts: The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

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

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 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.

(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.

3.36 JESSICA LUNSFORD ACT

Background screening requirements for Contractor's performing services for or at City's Charter Schools. (1) Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who (i) are permitted access on school grounds when students are present, (ii) who have direct contact with students or, (iii) who have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.

(2) Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (1), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to

forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity. (3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Proposal Security Requirements: In the event the proposal exceeds \$200,000, each Proposal must be accompanied by a certified or cashier’s check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price.

Proposers must submit a scanned copy of their bid security (bid bond form or cashier’s check) with their bid submittal through Bonfire. Proposers must also submit their original bid security (bid bond form or cashier’s check) at time of the bid due date, or they may be deemed as non-responsive. The original Bid Bond or Cashier’s Check should be in a sealed envelope, plainly marked “**BID SECURITY - IFB ED-23-02 “Exterior Painting of East Campus Charter School”** and sent to the:

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

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

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

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

4.2 PAYMENT AND PERFORMANCE BONDS

In the event the proposal exceeds \$200,000, within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section



223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

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

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

4.3 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the

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

4.4 TAX SAVER PROGRAM

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

4.5 RELEASE OF LIEN

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

4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS

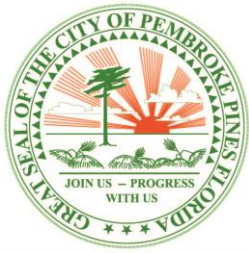


The City of Pembroke Pines has an exclusive solid waste franchise agreement with Waste Pro of Florida, Inc. for the collection and disposal of all solid waste including construction and demolition (C & D) debris. All applicants for bids to perform construction work for the City of Pembroke Pines shall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

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

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.

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



**PEMBROKE PINES
CITY COMMISSION**

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

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

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

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

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

**Addendum # 1
City of Pembroke Pines
IFB # ED-23-02
Exterior Painting of East Campus Charter School**

1) Additional Line Item

An additional line item will be added to the Pricing Sheet:

Lump sum for Curbs, Parking Stops, Sidewalks, Walkways and Airnasium Floor

Primary Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Numeric	Text	Total Cost
				Unit Price	Vendor Notes	
Success: All values provided	Bid	#0-1	Lump Sum for Exterior Painting of East Campus	\$ 10,000.00	Sample Price Sheet	\$ 10,000.00
Success: All values provided	Bid	#0-2	Lump Sum for Curbs, Parking Stops, Sidewalks, Walkways and Airnasium Floor	\$ 10,000.00	Sample Price Sheet	\$ 10,000.00

Additional Work

Success: All values provided	Bid	#1-1	Price per Linear FT: Expansion Joints with Backer Rod	\$ 100.00	Sample Price Sheet	\$ 100.00
Success: All values provided	Bid	#1-2	Price per Linear FT: Polyurethane Sealant Around Windows	\$ 100.00	Sample Price Sheet	\$ 100.00
Success: All values provided	Bid	#1-3	Price per Square FT: Stucco Repair	\$ 100.00	Sample Price Sheet	\$ 100.00

Questions & Answers

Question 1)

Is the contractor required to remove signage for painting?

Answer: The contractor is encouraged to, but it is not a requirement that signs are removed and re-installed as any damage would be the responsibility of the contractor.

Question 2)

Is the contractor responsible for painting the airnasium?

Answer: The contractor shall repair (as necessary) and paint the stucco surfaces of the airnasium structure, however, the metal ceiling for this structure is not included in this scope.

Question 3)

Is the contractor responsible for painting any fencing or metal gates?

Answer: No, fencing and aluminum gates are excluded from this project.

Question 4)

Is the contractor responsible for expansion joints?

Answer: The contractor to provide a price per linear foot for expansion joints with backer rod and window joints as separate line items in the bid.

Question 5)

Is the contractor responsible for removing any light fixtures?

Answer: No. Contractor shall paint around light fixtures.

Question 6)

Is the painting of all downspouts included in the scope?

Answer: Yes, all colored downspouts will be painted; stainless steel downspouts and metal surfaces will NOT be painted.

Question 7)

Is the contractor responsible for pressure cleaning the playground?

Answer: No.

Question 8)

Is pressure washing of the sidewalks included in the bid?

Answer: Contractor shall include the pressure washing of all painted surfaces as part of the main line item. Pressure washing for parking stops and curbs for both parking lots, sidewalks, walkways, and airnasium floor will be submitted as a separate line item lump sum pricing.

Questions & Answers (Continued)

Question 9)

Is it possible to receive or publish the blueprints of this school?

Answer: The plans were published as Attachment E.

Question 10)

Should the contractor base the estimate on the square footage on the provided drawings?

Answer: Provided drawings are for representation and estimated quantities. Verification of all dimensions, square footage and quantities are the responsibility of the contractor.

Question 11)

We discussed at the pre-bid meeting that all subcontractors being used by the prime painting contractor will have to submit their paperwork (painting certificate of competency, occupational license, liability insurance, and workmans compensation insurance) with the prime painting contractor at the time of their bid submittal to be included with their bid. The painting certificate of competency issued by Broward County insures that any subcontractors are legally licensed as painters. An occupational license is NOT the same as a certificate of competency. If a subcontractor does not possess this document, they are not true subcontractors. Each individual must possess this to be a subcontractor. One Subcontractor cannot hire 5 or 6 other workers and call them subcontractors unless they each also possess this document because that document only has 1 persons name on it. It is very important that everyone understand this legality for the Citys' protection as well as insuring that everyone bidding will have fair opportunity.

Answer: Contractors shall be properly licensed as necessary to complete the project's scope of work as stated in Section 3.5 of the IFB package. All requirements of this contract to include, but not limited to, insurance and licensing, have been included in the IFB package. After bid closing, during the bid review process, the city will request and review the necessary documentation from the contractor prior to awarding the most responsive, responsible bidder.



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

DATE (MM/DD[YY])

PRODUCER

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

INSURED

YOUR COMPANY NAME HERE

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

Companies providing 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/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SAMPLE CERTIFICATE					
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$		
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> </table> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	WC STATU-TORY LIMITS	OTH-ER
WC STATU-TORY LIMITS	OTH-ER						
	OTHER						

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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, THE CERTIFICATE HOLDER SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE PRODUCER.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



CONSTRUCTION AGREEMENT

THIS AGREEMENT (“Agreement”), dated _____, is entered into by and between:

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

and

{---Company Name---},{---Corporation Type---} as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of {---Street1---}, {---Street2---}, {---City---} {---State/Province---} {---Postal Code---} (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 On {---Solicitation Advertisement Date---}, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to {---Solicitation Service Description---} as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**Invitation for Bid/Request for Proposals/Request for Qualifications {---Solicitation Type Abbreviation---} # {---Solicitation Number---}
“{---Solicitation Title---}”**

1.2 On {---Bid Opening Date---}, the bids were opened at the offices of the City Clerk.

1.3 On _____, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to enter into this Agreement with CONTRACTOR to govern the services more particularly described herein below.



ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services required for the {---Solicitation Service Description---}, which is more particularly located at _____ ("Property"), in accordance with the Scope of Services outlined in the specifications of "{---Solicitation Type Abbreviation---} # {---Solicitation Number---}", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

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

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

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

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

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

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

2.8 **Return of Keys.** Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject



CONTRATOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The work to be performed pursuant to this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) calendar days after the date that CONTRACTOR receives CITY’s Notice to Proceed. The work herein required shall be completed within **{---Number of Days to Complete Project in Words---}** (**{---Number of Days to Complete Project---}**) **calendar days** from issuance of CITY’s Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term “completion” shall mean the satisfactory completion and final inspection of the Property by the CITY.

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

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

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONTRACTOR monthly for all services performed pursuant to this Agreement by CONTRACTOR for work that has been completed, inspected, and properly invoiced. The annual amount of compensation paid to CONTRACTOR pursuant to this Agreement shall not exceed **{---Compensation Type---}** **{---Request Amount Written---}** (**{---Request Amount Numerical---**), which includes an owner’s contingency fee in the amount of **{---Contingency Fee in Words---** (**#{---Contingency Fee Amount---**), and an amount towards the **payment** and performance bond equal to **«Compensation_Amount_Written»** (**«Compensation_Amount_Numerical»**).

4.1.1 This contingency or allowance authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval.



In addition, CITY shall utilize the owner’s contingency to reimburse CONTRACTOR for the related permit, license, impact or inspection fees. Payments will be made to CONTRACTOR based on the actual cost of permits upon submission of paid permit receipts. **It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the owner’s contingency or allowance without the expressed prior written approval of the CITY’s authorized representative.** Any owner’s contingency funds or allowance that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the proposed project cost as approved by the City Commission along with any contingency expenses or allowances that were approved by the CITY’s authorized representative. If the permit fees exceed the owner’s contingency indicated, CITY will reimburse the contractor the actual amount of the permit fees required for project completion.

4.1.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage of five percent (5%) will be deducted 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) calendar 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.

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

4.3 **Method of Billing and Payment.** The CITY shall within thirty (30) days, from the date the CITY’s Public Services Department Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY’s Public Services Department Director or his or her designee.

Payment will be made to CONTRACTOR at:

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

ARTICLE 5
WAIVER OF LIENS

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 from all suppliers and subcontractors whom have worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by



CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

**ARTICLE 6
WARRANTY**

6.1 CONTRACTOR warrants the work against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to affected area or to the structure. The one (1) year warranty period does not begin until substantial completion of the entire project.

6.2 CONTRACTOR shall provide a five (5) year commercial warranty for all fixtures provided to CITY pursuant to this Agreement. The five (5) year warranty period does not begin until substantial completion of the entire project.

6.3 CONTRACTOR further agrees to submit to CITY all warranty documents and information related to any warranty required by **Exhibit "A"**.

**ARTICLE 7
CHANGES IN SCOPE OF WORK**

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

7.2 While requesting changes that would increase, decrease, or otherwise modify the scope of services CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, in a purchase order, or separate written agreement executed by the parties hereto.

**ARTICLE 8
RESERVED**

{--rmc--Payment & Performance Bonds (Contractor)--rmc--}

**ARTICLE 9
INDEMNIFICATION**

9.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from 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 or resulting from the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, agents, partners, principals or subcontractors during the term of this Agreement or resulting thereafter. 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.

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

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

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

9.5 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 10 **INSURANCE**

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

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

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



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

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

10.6 REQUIRED INSURANCE

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

Yes No

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

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

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

Yes No

10.6.2 Workers’ Compensation and Employers’ Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers’ Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and



all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

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

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

Yes No

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

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

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

Yes No

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

Yes No

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

Yes No

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



operation/services being performed. For Construction projects: Increase to ten (10) years.)

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

10.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than



\$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

Yes No

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

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

Yes No

10.6.13 Other Insurance



10.7 REQUIRED ENDORSEMENTS

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

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

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

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

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

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



CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 12

INDEPENDENT CONTRACTOR

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 13

TERMINATION

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

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

ARTICLE 14

AGREEMENT SUBJECT TO FUNDING

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



ARTICLE 15 **UNCONTROLLABLE FORCES**

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 16 **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 17 **SIGNATORY AUTHORITY**

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

ARTICLE 18 **DEFAULT OF CONTRACT & REMEDIES**

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

18.2 Liquidated Damages. As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of this Agreement wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each day of such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, «**LiquidatedDamagesAmountWritten**» (\$«**LiquidatedDamagesAmount**\$») for every



day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of Agreement. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach by CONTRACTOR pursuant to this Agreement.

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

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

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

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

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

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

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



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

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

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

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

18.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within seven (7) calendar days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19 **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 20 **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 21 **DISPUTE RESOLUTION**

21.1 Operations During Dispute.

21.1.1 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.

21.1.2 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 in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 22 **PUBLIC RECORDS**

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

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

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

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

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



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

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

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

**ARTICLE 23
SCRUTINIZED COMPANIES**

23.1 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:

23.1.1 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

23.1.2 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:

23.1.2.1 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

23.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 24
RESERVED**

~~{--rmc--Equal Benefits for Employees--rmc--}~~

ARTICLE 25



EMPLOYMENT ELIGIBILITY

25.1 **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.

25.1.1 Definitions for this Section.

25.1.1.1 "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.

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

25.1.1.3 "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.

25.1.1.4 "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.

25.2 **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:

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

25.2.2 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

25.2.3 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 26 **MISCELLANEOUS**

26.1 **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.

26.2 **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.

26.3 **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.

26.4 **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.

26.5 **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.



26.6 **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, 4th 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 {---Primary Contact Name---}, {---Primary Contact Title---}
{---Company Name---}
{---Street1---}, {---Street2---}
{---City---}, {---State/Province---} {---Postal Code---}
E-mail: «Vendor_Email»
Telephone No: {---Phone---}
Cell phone No: {---Primary Contact Cell Phone Number---}
-}
Facsimile No: «Vendor_Fax_Number»

26.7 **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.

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

26.9 **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.

26.10 **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.

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

26.12 **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.

26.13 **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.

26.14 **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.

26.15 **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.

26.16 **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.

26.16 **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



{--rmc--Signature Page - Commission Item (Contractor)--rmc--} {--rmc--Signature Page - Non-Commission Item (Contractor)--rmc--}



FINAL/PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

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

City of Pembroke Pines

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

[Description]
PO #: [PO #]

Invoice #: [Invoice #]

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

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

BY: _____

Print Name: _____

Title: _____

Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

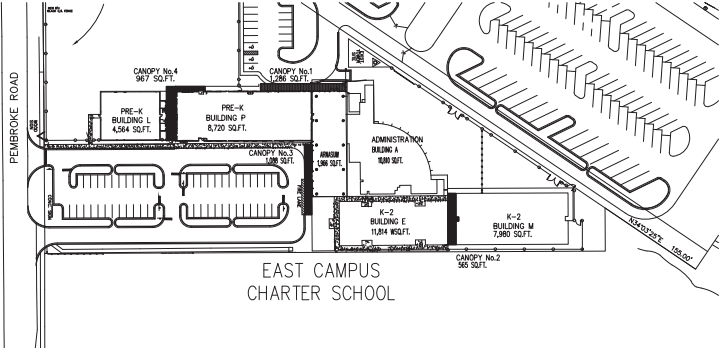
ON THIS _____ day of _____, 20____, before me, the undersigned notary public, personally appeared [Contractor's Representative] as [Job Title] of [Name of Contractor], personally known to me, or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and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

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

NOTARY PUBLIC

Print or Type Name

My Commission Expires:



EAST CAMPUS CHARTER SCHOOL BUILDING WALL SQ.FT.

ADMINISTRATION BUILDING	10,810 SQ.FT.
BUILDING E	11,814 SQ.FT.
BUILDING L	4,564 SQ.FT.
BUILDING M	7,980 SQ.FT.
BUILDING P	8,720 SQ.FT.
AIRNASIUM	1,966 SQ.FT.
CANOPY No.1	1,286 SQ.FT.
CANOPY No.2	565 SQ.FT.
CANOPY No.3	1,088 SQ.FT.
CANOPY No.4	967 SQ.FT.
TOTAL BUILDING WALL	49,760 SQ.FT.



REVISIONS	BY
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LICENSE NO.

SEAL

PROJECT
 EAST CAMPUS CHARTER SCHOOL

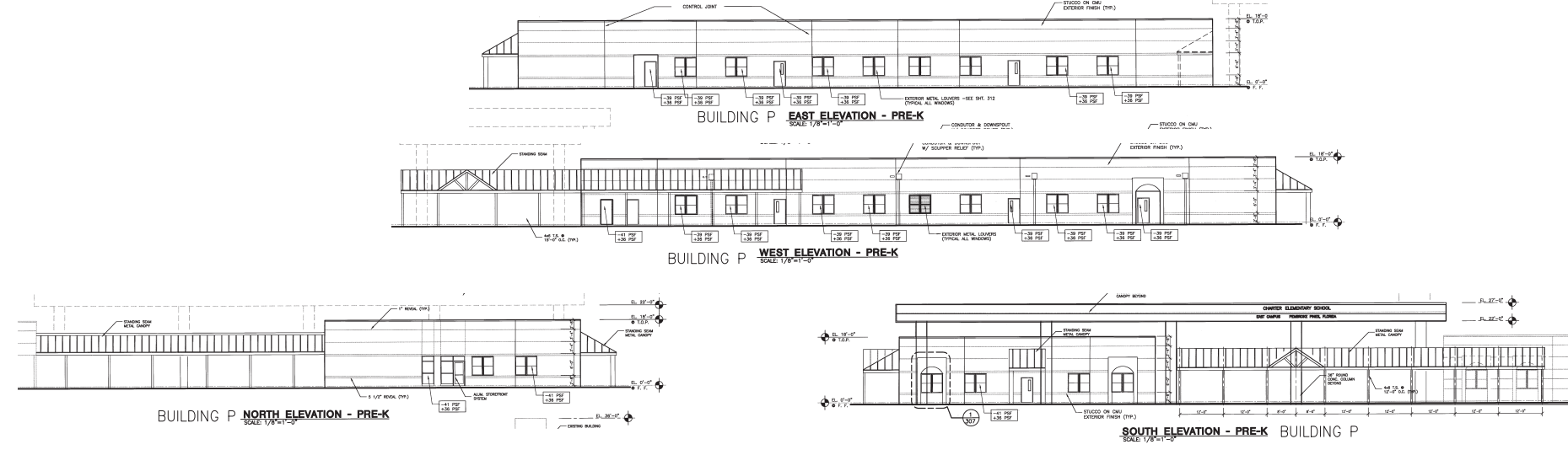
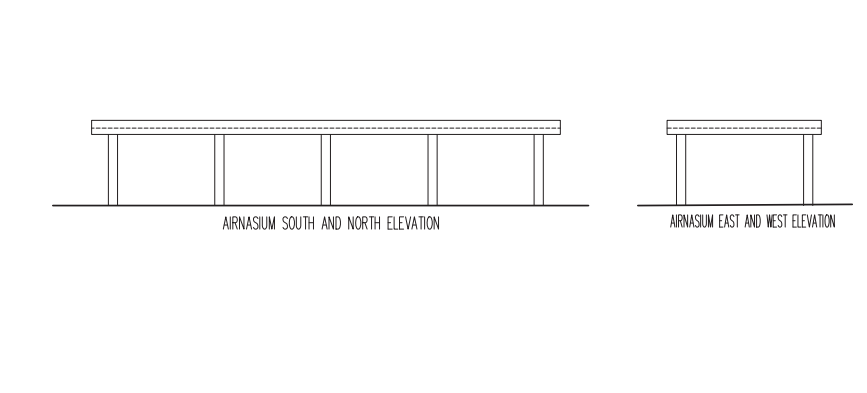
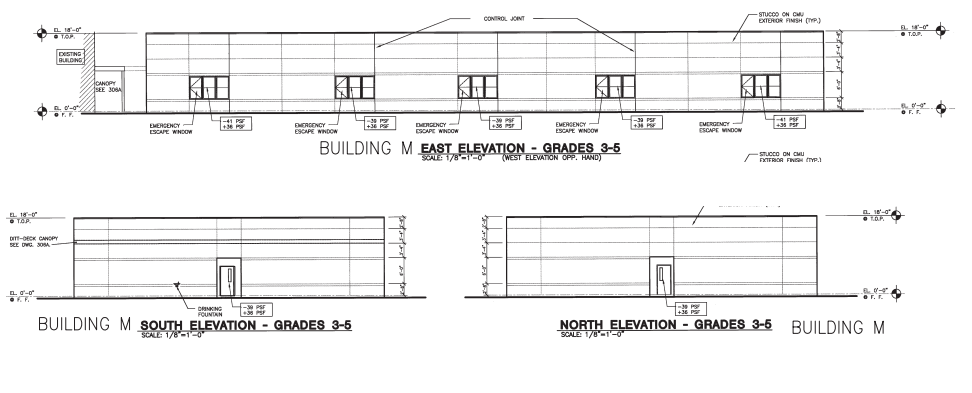
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DRAWN BY:

A. NUNEZ

DESCRIPTION

A-1





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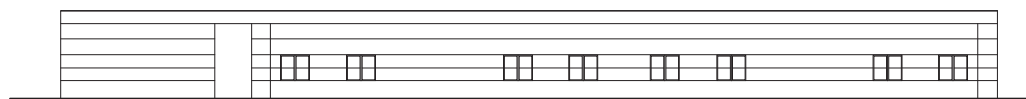
LICENSE NO.
SEAL

PROJECT
EAST CAMPUS CHARTER SCHOOL

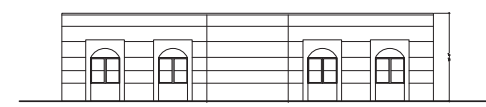
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DRAWN BY:
A. NUNEZ

DESCRIPTION

A-2



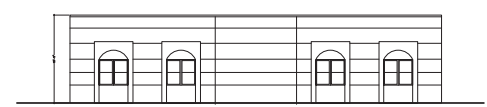
EAST ELEVATION BUILDING E



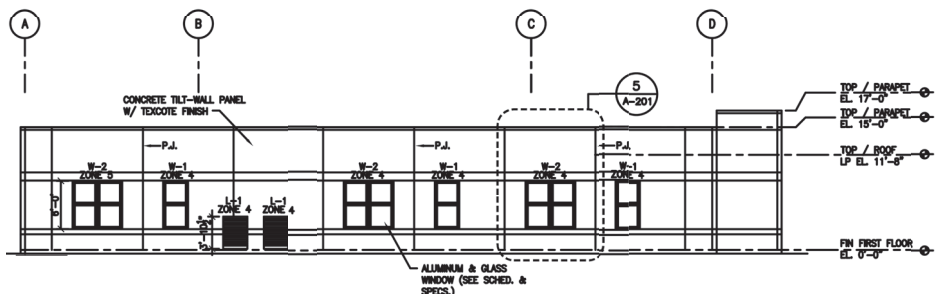
SOUTH ELEVATION BUILDING E



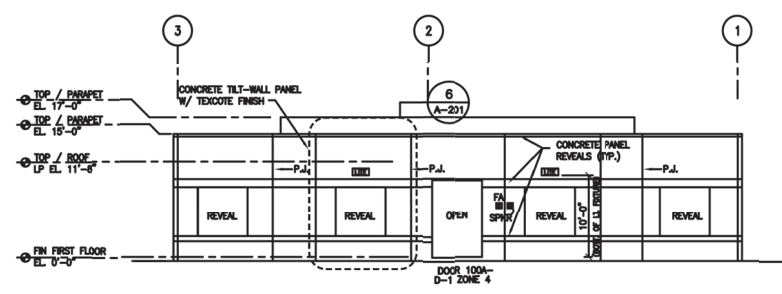
WEST ELEVATION BUILDING E



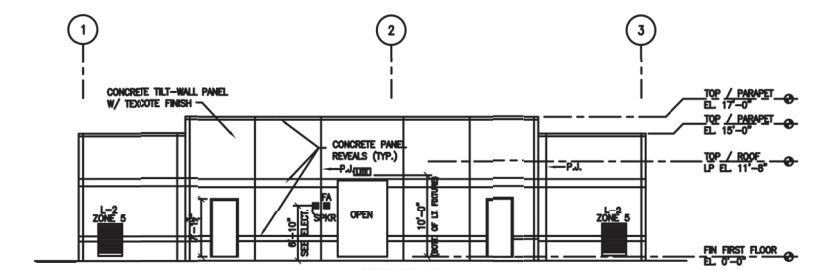
NORTH ELEVATION BUILDING E



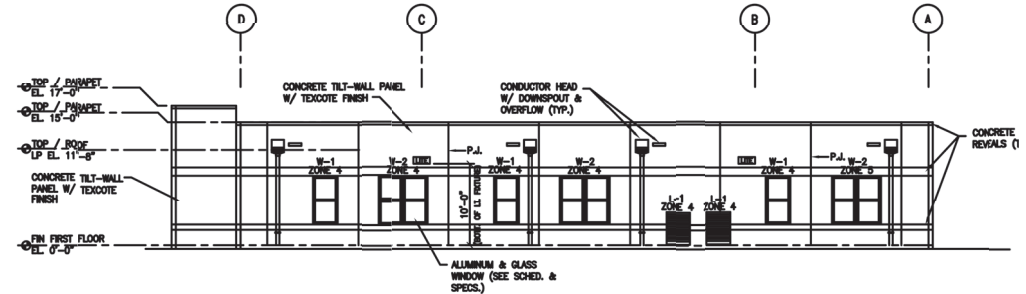
1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



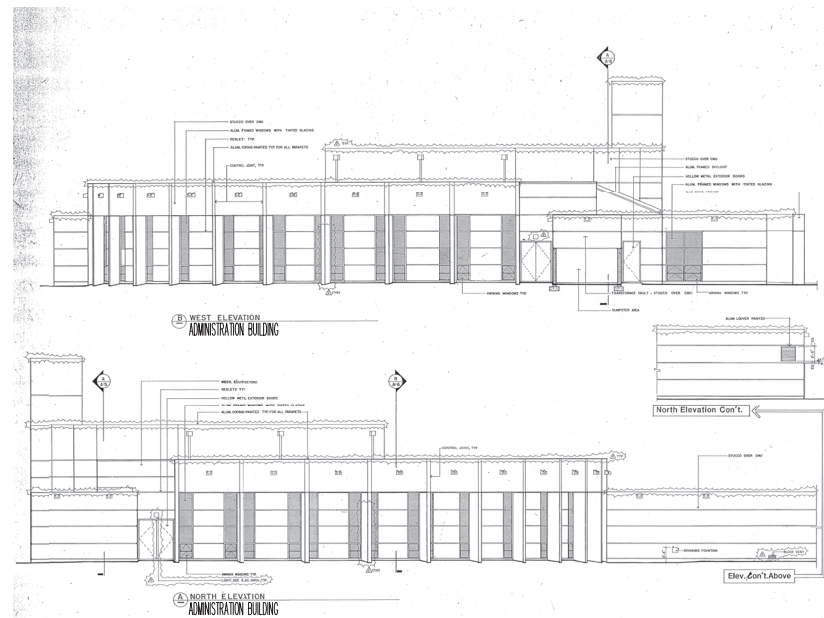
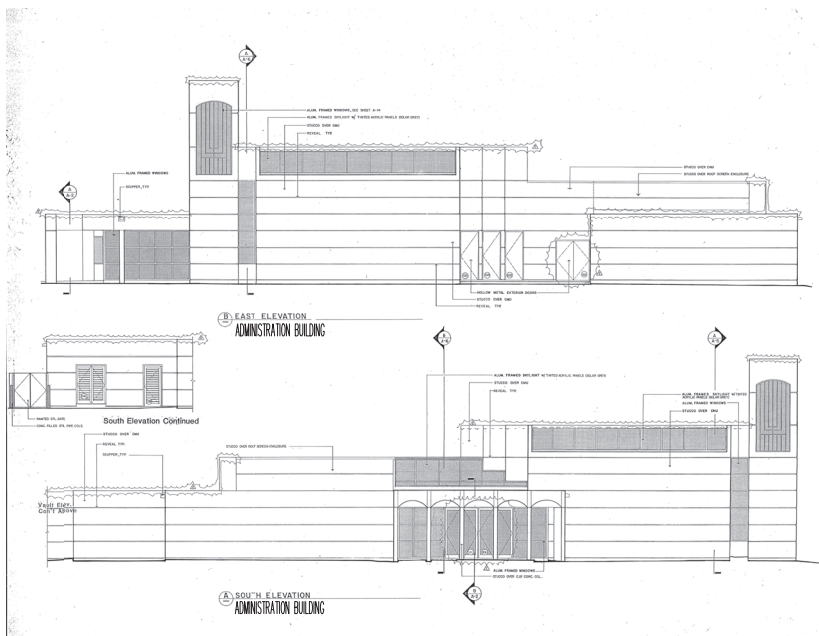
2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



4 WEST ELEVATION
SCALE: 1/8" = 1'-0"



CITY OF



PEMBROKE PINES

REVISIONS	BY
△	--
△	--

LICENSE NO.

SEAL

PROJECT
EAST CAMPUS CHARTER SCHOOL

AS IND

DRAWN BY:

A. NUNEZ

DESCRIPTION

A-3

Exterior Repaint Specification for Pembroke Pines Charter School

10801 Pembroke Road
Pembroke Pines, FL 33025



Prepared by:

Vinny DeLuca
The Sherwin-Williams Company
South Florida Sales Representative
Commercial and Multi-Family
(954) 868-4952
Vincent.R.DeLuca@sherwin.com



Thank you for considering Sherwin-Williams products for your project.

On Monday November 12, 2022, I had the opportunity to walk the Pembroke Pines Charter School. The buildings that are to be repainted have been examined and a specification that best suits this project has been created.

Please note that all masonry finish coats specified within have been tested for and have passed the ASTM D6904-03 wind driven rain test.

Upon completion of the entire project, and adherence to the provided specifications, the owner will receive a ten (10)-year labor & material warranty from Sherwin-Williams on all properly prepared exterior vertical masonry surfaces. Sherwin-Williams will also present a document of the facility's colors, products used and location of original purchases for maintenance and re-orders.

Thank you for selecting the Sherwin-Williams Paint Company for this project. We appreciate your confidence in our products and their performance in the field. If I may be of any assistance in this or any other matter, I await your request.

Respectfully,

Vinny DeLuca

(954) 868-4952

Vincent.R.DeLuca@sherwin.com



Project Scope

Inclusions:

- The contractor is to pressure clean the exterior surfaces to be painted. All sidewalks, curbs, parking stops, other concrete horizontal surfaces on the property to be pressure cleaned as well (see Pressure Washing Surface Preparation)
- Seal all exterior surfaces to be painted (see Coatings Schedule)
- Sealants
 - Remove and replace as necessary (see Caulks & Sealants)
- Masonry
 - Walls and Bands
 - Columns
 - Ceilings and Soffits
 - Accents
 - Waterproof All Parapet Walls (Both Sides)
- Metal
 - Touch Up On Metal Ceilings (Underside Only)
 - Previously Painted Siding
 - Previously Painted Scuppers
 - Previously Painted Gutters and Downspouts
 - Previously Painted Columns
 - Previously Painted Metal Awnings
 - Shutters
- Misc.
 - Building E Paint Green Ceiling
 - Green Columns Alongside Parking Lot
 - Building Lettering
 - Building M Reseal Bottom of Windows
 - Conduits Attached to Building (Even if Unpainted)
 - Water Pipes
 - Previously Painted Metal Roof (Green Top, White Bottom, Top Side Only)
- Choice of color may determine how many coats will be required to cover existing colors to be painted

Additions

- **Contractor to complete the bulk of the work during school summer break (06/12/23 thru 08/20/23)**
- **Should work need to be conducted while school is in session, contractor shall have at least one employee on campus with a Broward County school badge at all times**
- **Provide plans with elevations and estimated square footages**

Exclusions

- Parking Stops Are Not to Be Painted (Pressure Cleaned Only)
- All Service Doors and Frames
- All Entry Doors and Frames
- Building A Store Front Doors and Window Frames
- Skynasium Ceilings
- All Stainless Steel
- Gray Columns Alongside Parking Lot
- Building E Gutters
- Unpainted Awnings
- On Buildings L, M & P
 - Don't Paint Downspouts
 - Don't Paint Gates
 - Don't Remove Expansion Joints

The work will consist of all preparation, painting, finishing work and related items necessary to complete work described in these specifications and listed in the remaining pages included within this specification. Any concerns about completion of the project are to be addressed prior to beginning the project.



SHERWIN-WILLIAMS®

This document serves as a recommendation based on the condition of the property as developed in conjunction with the owners or the owner's representative. It serves as a resource and standardization for contractors to bid the project and is in no way a contract agreement. It is ultimately the responsibility of the contractors involved to satisfy the contract agreement. The owners may change the scope and materials after this document has been drafted. The final agreement/contract is between the general contractor/painting contractor/ and the property owner or the owner's representative. Sherwin-Williams recommendations strictly follow the technical data guidelines for the products specified.



SHERWIN
WILLIAMS®

Contractor shall strictly adhere to all applicable federal, state and local regulations associated with proper lead-safe work renovation, repair and painting practices and procedures. State and local regulations may be stricter than those set under the federal regulations. The federal practices and procedures are detailed in EPA's Lead Renovation, Repair and Painting Program Regulations Rule (RRP) 40 CFR Part 745, Subpart E, and as amended. Specifics associated with the RRP Rule pertaining to "Firm Certification", individual "Certified Renovator" Certification, pre-work activities (notification & testing), occupant protection / work site preparation measures, safe work / prohibitive work practices, clean-up / cleanup verification / waste disposal / clearance testing (if applicable), record keeping, and worker training criteria can be obtained on EPA's website www.epa.gov/lead .

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children of pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be stricter than those set under the federal RRP Rule.



Coating Schedule

Please note that all masonry finish coats specified within have been tested for and have passed the ASTM D6904-03 wind driven rain test.

Stucco, EIFS, and Other Masonry Surfaces

- A. Prime Coat:** Loxon® Acrylic Conditioner (LX03x100 series) (applied 200-300 sq. ft. per gallon)
- B. Repairs & Fresh Stucco:** Loxon® Concrete Masonry Primer/Sealer Latex (LX02W50) (applied 5.3-8 mils WFT or 2.1-3.2 DFT)
- C. Two Coats:** Loxon® Self-Cleaning Acrylic Coating (LX14 Series) (5-7 mils WFT or 2.1-2.9 DFT) (4.2-5.8 DFT total)

Parapet Walls

- A. Prime Coat:** Loxon® Acrylic Conditioner (LX03x100 series) (applied 200-300 sq. ft. per gallon)
- B. Two Coats:** Loxon® XP Waterproofing Masonry Coating (A24 Series) (14-18 mils WFT or 6.4-8.3 mils DFT) (12.8-16.6 DFT total)
- C. Finish Coat:** Loxon® Self-Cleaning Acrylic Coating (LX13x50 Series) (5-7 mils WFT or 2.1-2.9 DFT)

Metal Doors, Awnings, Ceilings and Columns

- A. Spot Prime:** Pro Industrial™ Pro-Cryl Universal Metal Primer (B66 Series) (5-10 mils WFT or 2-4 mils DFT)
- B. Finish Coat:** Pro Industrial™ Pre-Catalyzed Waterbased Urethane (B65 Series) (Applied 6.0-12.0 WFT or 2.2-4.4 DFT)

Scuppers, Conduits, Lettering, Gutters and Downspouts

- A. Spot Prime:** Pro Industrial™ Pro-Cryl (B66 Series) (5-10 mils WFT or 2-4 mils DFT)
- B. Two Coats:** Loxon® Self-Cleaning Acrylic Coating (LX14 Series) (5-7 mils WFT or 2.1-2.9 DFT) (4.2-5.8 DFT total)

Water Pipes

- A. Spot Prime:** Pro Industrial™ Pro-Cryl Universal Metal Primer (B66 Series) (5-10 mils WFT or 2-4 mils DFT)
- A. Finish Coat:** Pro Industrial™ DTM (B66 Series) (6-12 mils WFT or 2.5-4 mils DFT)

Problem Area Pictures

Water Intrusion



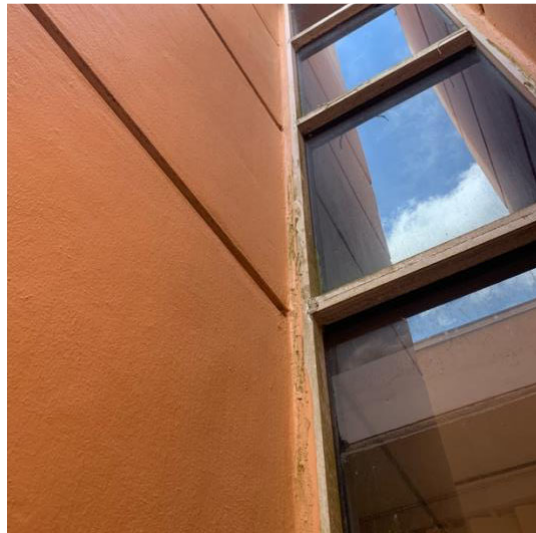
Peeling



Mold



Water Damage



Problem Area Pictures

Rust/Corrosion



Water Bubbles



Chalking





Crack Repair

Identify all cracks in the existing substrates and repair per manufacturer's recommendation.

- A. For hairline cracks 1/16 inch or less wide — seal with Sherwin-Williams Concrete and Masonry Elastomeric Patching Compound (smooth or textured).
- B. For cracks 1/16-3/5 inch, route the crack open to a uniform size by mechanical methods. Clean out crack with water and allow to completely dry. Seal with Sherwin-Williams Concrete and Masonry Elastomeric Patching Compound (smooth or textured).
- C. For cracks deeper than ½ inch or wider than 1/4inch, backer rods should be used to fill the gap and to eliminate three point adhesions. See data sheet for additional information.

Caulks and Sealants

Execution

- A. Do not begin application of caulk or sealants until substrates have been properly prepared. Notify owner or owner's representative of unsatisfactory conditions before proceeding.
- B. If substrate preparation is the responsibility of another installer, notify owner or owner's representative of unsatisfactory preparation before proceeding.
- C. Proceed with work only after conditions have been corrected, and approved by all parties, otherwise application of caulks and sealants will be considered as an acceptance of surface conditions.

Surface Preparation

- A. Clean all joints by removing any foreign matter or contaminants that would impede adhesion of the sealant to the building material. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- B. Porous materials are usually treated by mechanical means and nonporous surfaces by a solvent wipe that is compatible with the building substrate being used. **Note:** For porous surfaces, the use of detergent or soap & water is NOT recommended.
- C. Existing sealants intended to be painted should be tested to assure coatings will fully adhere. Silicone sealants cannot be painted unless tested and approved by Sherwin-Williams and Owner.
- D. Priming: When required, apply a primer. Do NOT allow it to pool or puddle.
- E. Install backup materials as required to ensure that the recommended depth is regulated when using the backup material.
- F. No exterior caulking should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions.

Caulk & Sealant Installation

- A. Apply all caulks and sealants with manufacturer specifications in mind.



- B. Do not apply to wet or damp surfaces.
 - 1. Wait at least 30 days before applying to new concrete or masonry, or follow manufacturer's procedures to apply appropriate sealants prior to 30 days.
 - 2. Wait until wood is fully dry after rain or morning fog or dew.
- C. Apply sealants using methods recommended by manufacturer.
- D. Uniformly apply caulks and sealants without skips, voids or sags. Tool bead to a consistent, smooth surface.

PVC, Plastic, Brick, Stone, Masonry, Marble, Stucco, Cementitious Siding, Vinyl Siding, Wood:

- 1. Exterior Polyurethane:
Sherwin-Williams Loxon S1

Concrete: Vertical Applications

- 1. Exterior Polyurethane:
Sherwin-Williams Loxon S1

Concrete: Horizontal Applications

- 1. Exterior Polyurethane:
Sherwin-Williams: Loxon SL1 One Component Self Leveling for Horizontal Surfaces

Gaps: Window & Door Frames

- 1. Interior/Exterior Insulating Foam:
Sherwin-Williams STOP GAP! Minimal Expanding Insulating Foam

Gaps: Large Areas

- 1. Interior/Exterior Insulating Foam:
Sherwin-Williams STOP GAP! Triple Expanding Insulating Foam

Glass: Glazing

- 1. Exterior Latex:
Sherwin-Williams White Lightning Window & Door Siliconized Acrylic Latex Glazing Compound

Glass: Non-Structural Sealing

- 1. Exterior:
Sherwin-Williams White Lightning All Purpose Silicone Ultra

Metal: Ferrous and Non-Ferrous

- 2. Exterior Polyurethane:
Sherwin-Williams Loxon S1 One Component Smooth

EIFS

- 1. Exterior Polyurethane/Silicone Hybrid:
Sherwin-Williams Loxon H1 One Component Polyurethane/Silicone Hybrid



Contractor Responsibilities

Pre-Bid

It is recommended that a pre-bid meeting be conducted with all interested parties attending. The purpose is to review the general requirements of the project and perform a general inspection. The meeting shall be assigned at the owner's discretion. The time, date, and place are also at the owner's discretion. Sherwin-Williams will also attend the meeting. It is the responsibility of the bidder to fully understand the scope of work and the conditions under which work is to be performed. Failure to attend shall not relieve a bidder from full performance of any contract awarded to the satisfaction of the solicitor. Bidders are strongly recommended to attend.

Scope of Work

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Work in general includes surface preparation, surface repair, caulking, sealants, patching and application of the paint coating to the substrates and systems outlined in this specification and approved by owner or owner's agent.

Materials

1. All materials specified are from The Sherwin-Williams Company.
2. All paints shall be delivered to the job site in the original container with the manufacturer's label intact.
3. The paint shall be used and applied per label and data sheet instructions. The material shall not be thinned or modified in any way unless specified herein. Manufacturer's recommendation for proper surface preparation shall be followed. All data sheets on specified materials are available from your local Sherwin-Williams representative or www.paintdocs.com.
4. All paint and sundries at the job site shall be available for inspection at any time upon commencement of the job by the owner, owner's agent, or a Sherwin-Williams representative.

Protection of Substrates Not to be painted

1. Contractor shall protect his/her work at all times and shall protect all adjacent work and materials by suitable covering or other methods during progress of work. The contractor will protect all adjacent areas not to be painted by taking appropriate measures. Areas to be protected are windows, brick, surrounding lawn, trees, shrubbery, floor and steps. Upon completion of work, he/she shall remove all paint droppings and over-spray from floors, glass, concrete and other surfaces not specified to be painted.

Minimum Specifications

1. If instructions contained in this specification, bid documents or painting schedule are at variance with the paint manufacturer's instructions or the applicable standard, and codes listed, surfaces shall be prepared and painted to suit the higher standard, as determined by Sherwin-Williams, the customer or management representative.

Resolution of Conflicts

1. Contractor shall be responsible for stopping work and request prompt clarification when instructions are lacking, when conflicts occur in the specifications and/or paint manufacturer's literature, or the procedures specified are not clearly understood. Any questions concerning these specifications should be clarified prior to commencing the



job. Any changes to these specifications would require written approval by Sherwin-Williams, the customer or customer's representative.

Coordination of Work

1. The general contractor and subcontractor shall be responsible for coordination of his work with the other crafts and contractors working on the same job and with the Management Company or owner.

Safety

1. All pertinent safety regulations shall be adhered to rigidly. In addition, all safety noted on the manufacturer's Product Data Sheets and labels shall be observed. Material Safety Data Sheets and Product Data Sheets are available from your local Sherwin-Williams store or representative or by visiting www.sherwin-williams.com.
2. Verify the existence of lead-based paints on the project. Buildings constructed after 1978 are less likely to contain lead-based paints. If lead-based paints are suspected on the project, all removal must be done in accordance with the EPA Renovation, Repair and Painting Rule or similar state regulation. Verify that owner has completed a Hazardous Material Assessment Report for the project prior to issuing of Drawings.

Jobsite Visitation

1. The contractor shall be responsible for visiting the jobsite and familiarizing himself with the job and working conditions.
2. All work during application is subject to inspection by the owner or his representative.
3. It will be the paint contractor's responsibility to own and use a wet film thickness gauge to check his application thickness as he proceeds.
4. Contractor and owner have complete responsibility for ensuring that the project specifications are followed, notwithstanding periodic visits to the project by any Sherwin-Williams representative.
5. Any questions concerning these specifications should be clarified prior to commencing the job. Any changes to these specifications would require written approval of the owner, agent, or Sherwin-Williams representative.

Surface Preparation

1. Each surface shall be cleaned, scrapped, sanded and prepared as specified. The painting contractor is responsible for the finish of his work. Should any surface be found unsuitable to produce a proper paint or sealant finish, the project representative shall be notified, in writing, and no materials shall be applied until the unsuitable surfaces have been made satisfactory. Commencing of work in a specific area shall be construed as acceptance of surfaces and thereafter as fit and proper to receive finish. Contractor shall be fully responsible for satisfactory work.
2. All deteriorated or delaminated substrates (i.e. wood, hardboard siding, T-111, stucco and masonry surfaces) shall be replaced with new materials. New substrates will be box primed (6 sides) before installation in accordance with specifications. Delaminating substrate is defined as a substrate surface that paint is being applied to lifting or peeling away from the previous coating/s or original substrate/s.
3. All exterior surfaces to be painted shall be pressure cleaned, scrapped to remove all dirt, mildew, peeling paint, chalk and any foreign materials detrimental to the new finish (see Pressure Washing).



4. Thoroughly sand all glossy surfaces to create a profile for paint and/or primer to adhere to.
5. Apply caulks and sealants where appropriate. All existing underperforming caulks or sealants should be removed and replaced with sealant as specified. Allow sealant to cure for specified time in dry weather before paint is applied. **NOTE:** It is recommended to apply all primers first and then apply sealant before topcoat is applied. See specified sealants section.
6. Knots and pitch streaks shall be scraped, sanded and spot primed before full priming coat is applied. All nail holes or small openings shall be patched after priming coat is applied. Any wood that is rotten, cracked, delaminated or water damaged should be replaced. Any loose or peeling paint should be removed by sanding and scraping. All hard, glossy surfaces should be sanded down to create a profile for new paint to adhere. Fill nail holes, imperfections and cracks with putty (color to match primer). Edges, corners and raised grain shall be prepared by sanding. Apply sealants to all joints between wood items with a specified sealant.
7. All masonry surfaces should be scrapped and cleaned to remove all peeling paint, delaminated surfaces or substrates, chalk, dirt, stains, efflorescence and other surface contaminants. These areas shall be pressure washed and scrubbed with a cleaner/degreaser solution. After cleaning if there is still chalk evident this should be brought to the owner's attention in writing before any further work is done. Use an industry accepted patch or filler to assure a visually aesthetic finished substrate. Any masonry surface should be toughly tested to assure the surface pH levels are within accepted range of coating/s to be applied.
8. Brick must be free of dirt, loose or peeling paint, loose and excess mortar, delaminating layers of the brick, and foreign material. All brick should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare brick with one coat of Loxon Conditioner. Any areas of breakage shall be patched and dried using specified Sherwin-Williams patching compound in accordance with Product Data Sheet instructions before coatings are applied.
9. All galvanized gutters and flashing should be thoroughly cleaned and sanded to remove loose and peeling paint. Any bare galvanized metal should be wiped down with a non-petroleum solvent cleaner.
10. All ferrous metals should be thoroughly cleaned and all loose rust or mill scale be removed by wire brush, scraper and/or power tool, such as an electric drill with wire brush attachment. Any rust spots should be treated with Ospho or comparable Phosphoric Acid rust treatment prior to receiving the specified prime coat. Any hard, glossy surfaces should be sanded or dulled. Previously painted hand rails in sound condition should be washed down with a strong degreasing cleaner such as Krud Kutter, M-1 House Wash or Simple Green.
11. All vinyl siding should be clean thoroughly by scrubbing with a warm, soapy water solution. Rinse thoroughly. Do not paint vinyl siding with any color darker than the original color, unless the product and color are designed for such use. Painting with darker colors may cause siding to warp.
12. Cement Composition Siding/Panel/Fiber Cement Sidings: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Pressure clean, if needed, to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. The pH of the surface should be 12 or less, unless the products are designed to be applied to high pH substrates..
13. EIFS: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Remove and replace any peeling or delaminating surfaces. Replace EIFS to manufactures recommendation.

Moisture

All areas that could cause paint failure due to moisture should be addressed and eliminated. This would include but is not limited to:

1. Gutters and downspouts not working properly.
2. Previous coats of paint not adhering properly.



3. Wood checking (cracks and splits in wood).
4. Deteriorated caulking or sealant.
5. Gaps between substrates.
6. Rotten wood.
7. Areas affected by water splashing.
8. Painting in inclement weather.
9. Painting an un-dry substrate.
10. Un-caulked nail holes.

Pressure Washing & Surface Preparation

1. Pressure wash or water blast to remove oil, grease, dirt, loose mill scale and loose paint by water at pressures of 2500-3000 p.s.i. Power tool clean per SSPC-SP3 to remove loose rust and mill scale. Hand tool clean per SSPC-SP2 and sand all glossy surfaces to promote adhesion.
2. Remove mildew per the following:
 - a. Tools: Stiff brush, garden pump sprayer or chemical injector power washer method.
 - b. Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

Application

1. Contractor shall be responsible for notification of owner's representative before beginning work if conditions substantially exceed Scope of Work.
2. Contractor shall protect his/her work at all times and shall protect all adjacent work and materials by suitable covering or other method during progress of the work. Upon completion of work, he/she shall remove all paint and varnish spots from floors, glass and other surfaces. He shall remove from premises all rubbish and accumulated materials of whatever nature not caused by others and shall leave his part of work in a clean, orderly, and acceptable condition.
3. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all removed items.
4. Cover all electrical panel box covers and doors before painting walls. Omit if covers have been previously painted.
5. Materials shall be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple. The finished paint film should be a consistent color and sheen to provide a uniform appearance.
6. All coats shall be dry to manufacturer's instructions before applying additional coats.
7. Any masonry surface with an elevated pH level or "hot spots" shall be sealed with a suitable primer/sealer prior to application of finish coat. High pH is considered at a level of 12 pH or greater.
8. When spray painting is specified, contractor shall finish 100 square feet by spraying a sample of finish upon request of owner. This shall be finished with materials specified and shall be called a Pilot Wall.
9. Exterior doors with paintable tops, bottoms, and side edges should be painted or sealed using the Door Manufacturer's paint specification and recommendations.



10. Building by building inspections will be made by the owner or his representative. If requested, a Sherwin-Williams representative may participate in these visits for technical consultation.
11. All repairs, replacements and applications are to meet or exceed all manufacturers' and attached specifications.
12. Elastomeric coatings shall not be applied directly over pre-existing elastomeric coatings.
13. Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, surface shall be covered by additional coats until paint film is of uniform finish, color, appearance and coverage (regardless of amount of coats specified).

Workmanship & Application Conditions

1. Keep surface dust, dirt and debris free before, during, and after painting, until paint is cured.
2. Execute work in accordance with label directions. Coating application shall be made in conformance to this specification and to the manufacturer's paint instruction on the labels and Product Data Sheets.
3. All work shall be accomplished by persons with the necessary skill and expertise and qualified to do the work in a competent and professional manner.
4. All shrubbery, outside carpeting and sprinkler systems shall be fully protected against damage during each stage of the painting project.
5. Paint all previously painted surfaces, including, but not limited to: stair systems, light poles and fixtures, pool fence, and underside of balconies. Any potentially hazardous substrate shall be reviewed with owner and owner's agent. All necessary safety precautions must be fully taken to ensure worker's safety.
6. All exterior substrates designated not to receive paint coatings shall be kept free of paint residue, i.e., windows, outdoor carpeting, walkways, etc.
7. Owner shall provide water and electricity from existing facilities.
8. Normal safety and "wet paint" signs, necessary lighting and temporary roping off around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress.
9. A progress schedule shall be furnished by the contractor to the owner for approval and shall be based on the contract completion date. Contractor shall advise the owner of those areas in which work is to be performed sufficiently in advance of the work schedule to permit the owner to prepare for the work, advise residents, move vehicles, etc.
10. Do not paint over any code required labels or any equipment identification, performance rating, name or nomenclature plates.
11. Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, surface shall be covered by additional coats until paint film is of uniform finish, color, appearance and coverage (regardless of amount of coats specified).

Weather



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1. All materials are to be applied in accordance with the product data page in regards to weather conditions. Stop exterior work early enough in the day to permit paint film to set up before condensation caused by night temperature drops occurs.
2. Do not begin painting until surfaces are moisture free.

Color Schedule

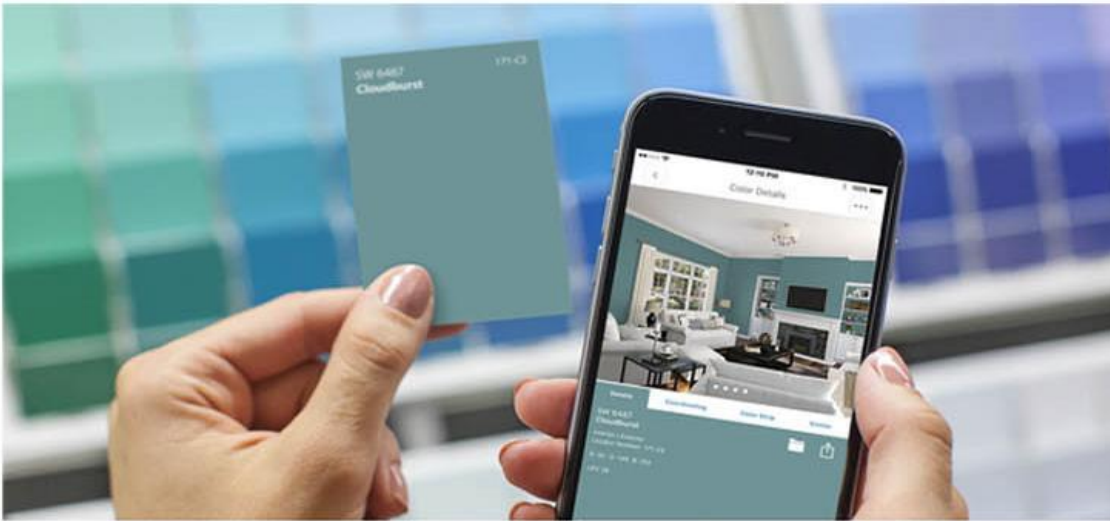
1. To be approved by owners.
2. The owner and project coordinator should be aware that certain colors, especially darker tones, fade more rapidly than other colors, regardless of the product manufacturer, product type, or substrate to which the product is applied. It is advisable for the owner, project coordinator, and/or person responsible for color selection to consult with Sherwin-Williams early in the planning stage to assure the most durable combination of tinting formulation is used to achieve the desired color. Additionally, color selection affects the hiding ability of the finish coats.

Custodian

1. Upon conclusion of the project, the Contractor or paint manufacture/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.



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<https://www.sherwin-williams.com/homeowners/color/try-on-colors/colorsnap-mobile>

This specification has been written for the purpose of identifying the products and procedures to be followed based upon the scope of work herein defined. A preliminary visual inspection was performed prior to writing these specifications. However, the inspection and these specifications do not necessarily encompass certain preexisting conditions and/or inherent problems that may exist in the building structure. These conditions may be, but are not limited to: faulty roof or window structures, stucco and/or masonry degradation, loose railing stanchions and/or any other existing conditions which may directly or indirectly affect the adhesion and performance of any newly applied coating system. Therefore, it may be necessary to solicit the expertise of an engineer to determine any additional remedies to be implemented in conjunction with these specifications.

Specifications or label directions should be thoroughly understood and followed to comply with all warranty requirements. Any deviation from this specification, product label directions, or product data pages without consent from the appropriate management of Sherwin-Williams may result in the voiding of all warranties. The contractor will be solely responsible for all warranty claims made on any warranty that has been found void.

*This specification has been prepared for your project by
The Sherwin-Williams Company*



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
Pricing Sheet (BT-36MS)	BidTable: Excel (.xlsx)	1	Required, Unique per Alternate	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.
Proposal Submission (Q-59MY)	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	

Name	Type	# Files	Requirement	Instructions
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	2362	Nonresidential Building Construction	
US_NAICS_2017	23622	Commercial and Institutional Building Construction	
US_NAICS_2017	2381	Foundation, Structure, and Building Exterior Contractors	
US_NAICS_2017	2383	Building Finishing Contractors	
US_NAICS_2017	23832	Painting and Wall Covering Contractors	

Commodity Set	Commodity Code	Title	Description
US_NAICS_2017	238320	Painting and Wall Covering Contractors	
US_NAICS_2017	3255	Paint, Coating, and Adhesive Manufacturing	
US_NAICS_2017	32551	Paint and Coating Manufacturing	
US_NAICS_2017	42495	Paint, Varnish, and Supplies Merchant Wholesalers	

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/90520>.

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

Requested BidTables:

The BidTable Response Templates can be obtained at <https://ppines.bonfirehub.com/opportunities/90520>.



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

Alternate Options:

This project allows you to submit up to 5 alternate options. If you elect to submit an alternate option you will be asked to only submit the Requested Information that is designated as 'Unique per Alternate'.

2. Upload your submission at:

<https://ppines.bonfirehub.com/opportunities/90520>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **May 02, 2023 2:00 PM EDT.**

The Vendor Discussion period for this opportunity starts Apr 11, 2023 8:00 PM EDT. The Vendor Discussion period for this opportunity ends Apr 24, 2023 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 **May 02, 2023 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: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.



Need Help?

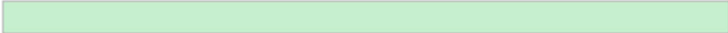






City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

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%	
2	80	0.00%	
3	5	0.00%	
4	10	0.00%	
5	12	0.00%	
6	11	0.00%	
Total	132	10.61%	

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
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?	Does Not Comply	A comment is required for this response
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?	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.
Scrutinized Company Certification			
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
11 Questions		81.82% Complete	

ED-23-02 - Exterior Painting of East Campus Charter School



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

Project Details

Project: Exterior Painting of East Campus Charter School

May 2023

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

Ref. #: ED-23-02

Type: IFB

Status: CLOSED

Open Date: Apr 11th 2023, 8:00 PM EDT

Intent to Bid Due Date: May 4th 2023, 2:00 PM EDT

Questions Due Date: Apr 24th 2023, 11:30 PM EDT

Contact Information: Procurement Department, 954-518-9020

Close Date: May 4th 2023, 2:00 PM EDT

Days Left: Submissions are now closed

Project Description:

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to paint the exterior of the Pembroke Pines Charter Elementary School East Campus, located at 10801 Pembroke Rd, Pembroke Pines, FL 33025, in accordance with the terms, conditions, and specifications contained in this solicitation.

Important Events:

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



PASSED	Open Date	Online Portal	Posting date for the Opportunity	Apr 11th 2023, 8:00 PM EDT	N/A
PASSED	Site Visit	Meeting location will be at the Main Office of City of Pembrokeshire Pines Charter Elementary School East, located at 10801 Pembrokeshire Road, Pembrokeshire Pines, FL 33025.	A site visit is required prior to submitting a proposal. There will be a scheduled site visit on April 18, 2023 at 10:00 a.m. In the event that a contractor cannot attend the scheduled site visit, or if a contractor would like a follow up visit to the site, they may request a site visit by contacting Irene Munarriz at (954) 518-9061. We urge all contractors to attend the scheduled meeting, as a separate or follow-up meeting may not be afforded to the requester due to scheduling and availability of staff to assist with any additional meetings. In addition, if making a request for a separate or follow-up meeting, contractors are urged to make these requests as early as possible.	Apr 18th 2023, 10:00 AM EDT	No
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Apr 24th 2023, 11:30 PM EDT	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	May 4th 2023, 2:00 PM EDT	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	May 4th 2023, 2:00 PM EDT	Yes

Commodity Codes:

- US_NAICS_2017 23 Construction
- US_NAICS_2017 2362 Nonresidential Building Construction
- US_NAICS_2017 23622 Commercial and Institutional Building Construction
- US_NAICS_2017 2381 Foundation, Structure, and Building Exterior Contractors
- US_NAICS_2017 2383 Building Finishing Contractors
- US_NAICS_2017 23832 Painting and Wall Covering Contractors
- US_NAICS_2017 238320 Painting and Wall Covering Contractors
- US_NAICS_2017 3255 Paint, Coating, and Adhesive Manufacturing
- US_NAICS_2017 32551 Paint and Coating Manufacturing
- US_NAICS_2017 42495 Paint, Varnish, and Supplies Merchant Wholesalers

Supporting Documentation:

File	Type	Description	Date Created	Actions
1 'endum 1.pdf	Other	Document - Addendum # 1 and Q&A	Apr 18th 2023, 7:02 PM EDT	<input type="button" value="Download"/>

Sample Insurance Certificates Regarding Questionnaires.pdf	Documentation	Attachment F	Mar 24th 2022, 11:01 AM EDT	Download
Exterior Repaint Specification for Pembroke Pines Charter School.pdf	Documentation	Attachment F	Apr 11th 2023, 9:03 AM EDT	Download
IFB # ED-23-02 Exterior Painting of East Campus Charter School.pdf	Documentation	1) IFB	Apr 11th 2023, 10:15 AM EDT	Download
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Oct 27th 2021, 12:18 PM EDT	Download
Plans for East Campus Charter School.pdf	Documentation	Attachment E	Apr 11th 2023, 8:20 AM EDT	Download
QA 2 - ED-23-02.pdf	Other	Document - Second Q&A Document	Apr 25th 2023, 9:27 AM EDT	Download
QA - ED-23-02.pdf	Other	Document - Addendum # 1 and Q&A	Apr 18th 2023, 7:02 PM EDT	Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Aug 9th 2022, 3:33 PM EDT	Download
Second Site Visit Sign-In Sheet.pdf	Other	Document - Second Site Visit Sign In Sheet	Apr 25th 2023, 11:26 AM EDT	Download
Site Visit Sign-In Sheet.pdf	Other	Document - Site Visit Sign In Sheet	Apr 18th 2023, 3:30 PM EDT	Download
Specimen Contract - Construction Agreement.pdf	Documentation	Attachment C	Apr 11th 2023, 8:19 AM EDT	Download
Standard Release of Lien.pdf	Documentation	Attachment D	Apr 11th 2023, 8:20 AM EDT	Download
Submission Instructions - ED-23-02.pdf	Other	General Submission Instructions	Apr 11th 2023, 10:35 AM EDT	Download

Requested Information:

Listed below are the documents and information needed to complete your submission:

Pricing Sheet / Bid Tables

Name	Type	# Files	Requirement	Instructions	Actions
Pricing Sheet (BT-36MS)	BidTable: Excel (.xlsx)	1	REQUIRED UNIQUE PER ALTERNATE	You will need to fill out the provided Response Template for this BidTable.	Download

Proposal Submission (Q-59MY)

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

Vendors	# Files	Actions
All Counties Painting Ilc dba People's Choice Pressure Cleaning & Painting	30	View
BASILE USA LLC	15	View
BenG	3	View
BidNet	12	View
Bonfire Support	3	View
Cambridge LTD	127	View
Construct Connect	1	View
Constructconnect	4	View
ConstructConnect	17	View
Crano Builders Corporation	1	View
DAN ENTERPRISES LLC	7	View

Dekora LLC	109	View
Dodge Data & Analytics	14	View
FAR Government	3	View
Five12 Painting & Remodeling LLC	22	View
GD Supplies LLC	7	View
Gemstone Builders LLC	13	View
Housing Hub, LLC	3	View
J&J Inc. d/b/a Eagle Painting	21	View
KER Construction LLC	40	View
Landmark & Reina 107 LLC	20	View
Manjor Investment Corp	14	View
Mario's Painting and Services, Inc	23	View
Metro Contractor Inc	10	View
MTD	4	View
Onvia, Inc	14	View
PALDAMA INVESTMENT, INC.	73	View
PWXPress	14	View
Quick Painting Group Corp	17	View
Supreme Builders Group LLC	20	View

Interested Subcontractors

Vendors	Contact	Email	Phone	Subcontract Services
J&J Inc. d/b/a Eagle Painting	Janet Field	janet@eaglepaintingfla.com	954-746-7300	Interior and Exterior Painting and Pressure Cleaning Contractors. We are licensed & Insured and fully bondable. We are also a M/WBE & SBE certified through SDPBC

Public Notices (6*)

Vendor Discussions (2*)

Search

Search...

Irene Munarriz

Closing Date Extended

Due to network issues with Bonfire, this project has been extended until May 4th at 2 PM.

2:45 PM

Irene Munarriz

Second Site Visit Sign In Sheet

Please find attached the Site Visit Sign In Sheet for the second meeting that took place on 4/25/2023 at...

11:26 AM

Irene Munarriz

Second Q&A Document

Please see additional questions received during the Q&A period.

9:27 AM

Irene Munarriz

New Opportunity for Site Visit

The City will be hosting a second site visit on Tuesday, April 25, 2023 at 10 AM. Please note that a site ...

3:47 PM

Irene Munarriz

Addendum # 1 and Q&A

Please find attached Addendum # 1 along with questions that arose from the 4/18/2023 Site Visit.

7:02 PM

Click New Public Notice or click a conversation on the left to see message here.

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

[Technical Support](#) [Portal Security](#) [Terms of Service](#) [Privacy Policy](#) [Sitemap](#)

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Public Notices

Site Visit Sign In Sheet

Apr 18, 2023 3:30 PM EDT

Please find attached the Site Visit Sign In Sheet for the meeting that took place on 4/18/2023 at 10 AM.

Addendum # 1 and Q&A

Apr 18, 2023 7:02 PM EDT

Please find attached Addendum # 1 along with questions that arose from the 4/18/2023 Site Visit.

New Opportunity for Site Visit

Apr 20, 2023 3:47 PM EDT

The City will be hosting a second site visit on Tuesday, April 25, 2023 at 10 AM. Please note that a site visit is required prior to submitting a proposal. If you did not previously attend the site visit that was held on April 18, 2023, you may still bid on this project by attending the April 25th meeting. If you already attended the April 18th meeting, it is not required to visit the site again. Meeting location will be at the Main Office of City of Pembroke Pines Charter Elementary School East, located at 10801 Pembroke Road, Pembroke Pines, FL 33025.

Second Q&A Document

Apr 25, 2023 9:27 AM EDT

Please see additional questions received during the Q&A period.

Second Site Visit Sign In Sheet

Apr 25, 2023 11:26 AM EDT

Please find attached the Site Visit Sign In Sheet for the second meeting that took place on 4/25/2023 at 10 AM.

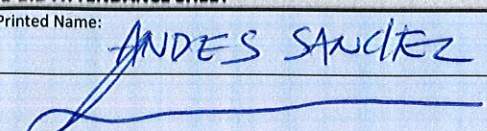
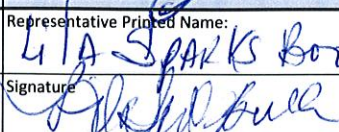
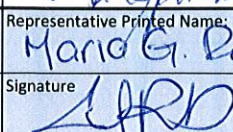
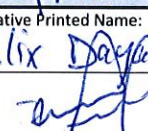
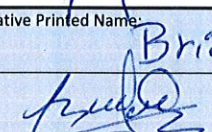
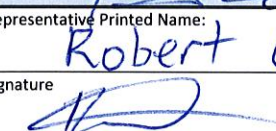
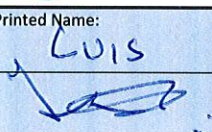

Closing Date Extended

May 02, 2023 2:45 PM EDT

Due to network issues with Bonfire, this project has been extended until May 4th at 2 PM.

ED-23-02 Exterior Painting of East Campus Charter School

Date: 4/18/2023 10:00 a.m. Meeting Location: East Campus, 10801 Pembroke Rd, Pembroke Pines, FL 33025

PRE-BID ATTENDANCE SHEET			
1)	Company Name: QUICK PAINTING GROUP CORP	Representative Printed Name: ANDES SANDER	E-mail: INFO@QUICKPAINTINGCORP.COM
	Address: 8163NW 60ST Doral 33166	Signature 	Phone Number: 786-451-0886
2)	Company Name: KER CONSTRUCTION	Representative Printed Name: LITA SPARKS BOOK	E-mail: lita@kerconstructionllc.com
	Address: 6558 NW 30 AVE Ft. Lauderdale 33309	Signature 	Phone Number: (754) 364-0229
3)	Company Name: BASILE USA	Representative Printed Name: Mario G. Rodriguez	E-mail: walter@basileusa.com
	Address: 3830 SW 30 AVE Ft. Lauderdale 33312	Signature 	Phone Number: (305) 4912100
4)	Company Name: Manjor Investment Corp.	Representative Printed Name: Felix Deyan Guerra	E-mail: project@manjorcorp.com
	Address: 13550 SW 88th ST suite 120, Miami, FL	Signature 	Phone Number: (786) 205-1849
5)	Company Name: BALD	Representative Printed Name: Brian	E-mail: info@baldpainting.com
	Address: 10055 NW 75 ST Doral 33178	Signature 	Phone Number: 786-622-4181
6)	Company Name: Housing Hub, LLC	Representative Printed Name: Robert Crum	E-mail: robert@housinghubfla.com
	Address: 3601 NW 7th Place Lauderdale 33311	Signature 	Phone Number: 954-789-6141
7)	Company Name: Five 12 Painting-Remodeling	Representative Printed Name: Luis Villalba	E-mail: info@five12painting.com
	Address: 584 Peg Ct. Saint Cloud, FL	Signature 	Phone Number: 407-8879899
8)	Company Name: Eagle Painting	Representative Printed Name: Jack Field	E-mail: Info@eaglepaintingfla.com
	Address: 10062 NW 50 St Sunrise	Signature 	Phone Number: 954-746-7300

WAIVER AND RELEASE OF LIABILITY

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

ED-23-02 Exterior Painting of East Campus Charter School

Date: 4/18/2023 10:00 a.m. Meeting Location: East Campus, 10801 Pembroke Rd, Pembroke Pines, FL 33025

PRE-BID ATTENDANCE SHEET

1)	Company Name: Mario's Painting and Services	Representative Printed Name: Lynne Vieru	E-mail: Lynne@mariospaint.com
	Address: 911 NW 209th Ave Pembroke Pines 33029	Signature: 	Phone Number: 786-991-5367
2)	Company Name: Dekoea L.L.C	Representative Printed Name: Javier Rodriguez	E-mail: dekoeaLLC@gmail.com
	Address: 12011 SW 129th Ct #5 Miami FL 33146	Signature: 	Phone Number: 305-979-1971
3)	Company Name: VPR Construction Corp	Representative Printed Name: Andy Ramsaywack	E-mail: andy@vprconstructioncorp.com
	Address: DID NOT CONDUCT WALK THROUGH	Signature: 	Phone Number: 954-342-1941
4)	Company Name: Peoples Choice Pressure & Painting	Representative Printed Name: Greg Terwilliger	E-mail: Allcountiespainting@gmail.com
	Address: 4341 SW 73rd Terr Davie, 33314	Signature: 	Phone Number: (954) 347-5581
5)	Company Name: Dan Enterprises Team	Representative Printed Name: Ted Costello	E-mail: tc@danenterprises.com
	Address: 1080 Pines Blvd Suite 375 Pembroke Pines	Signature: 	Phone Number: (786) 617-7455
6)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
7)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
8)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:

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

ED-23-02 Exterior Painting of East Campus Charter School

Date: 4/25/2023 10 AM Meeting Location: Elementary School East Campus, 10801 Pembroke Rd, Pembroke Pines, FL 33025

PRE-BID ATTENDANCE SHEET

1)	Company Name: <u>ISLAND FENCE</u>	Representative Printed Name: <u>Robando Rodriguez</u>	E-mail: <u>Robando@IslandFence.com</u>
	Address: <u>711 Oco Hoover Rd N.</u>	Signature: <i>[Signature]</i>	Phone Number: <u>786 266 3162</u>
2)	Company Name: <u>GEMSTONE BUILDERS LLC</u>	Representative Printed Name: <u>Genesis & Louis</u>	E-mail: <u>lou@gemstoneg.com</u>
	Address: <u>4907 N UNIVERSITY DR, LAUDERHILL</u>	Signature: <i>[Signature]</i>	Phone Number: <u>954-599-0787</u>
3)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature	Phone Number:
4)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature	Phone Number:
5)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature	Phone Number:
6)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature	Phone Number:
7)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature	Phone Number:
8)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature	Phone Number:

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