



Central Campus Charter School Stairway Replacements

Invitation for Bids # PSPW-24-03

General Information		
Project Cost Estimate	\$525,000	See Section 1.4
Project Timeline	Demolition/Construction work in Central Campus shall begin on June 12, 2024. Preparatory work, as approved by the City's Project Manager, may commence prior. Contractor shall achieve substantial completion no later than August 12, 2024.	See Section 1.4
Evaluation of Proposals	Staff	See Section 1.7
Mandatory Pre-Bid Meeting	10:00 a.m. on March 11, 2024 at the Central Campus Charter School, located at 12350 Sheridan St, Pembroke Pines, FL 33026.	See Section 1.8
Question Due Date	March 19, 2024	See Section 1.8
Proposals will be accepted until	2:00 p.m. on April 2, 2024	See Section 1.8
Proposal Security / Bid Bond	<input type="checkbox"/> Not required. <input checked="" type="checkbox"/> Required only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed. <input type="checkbox"/> Required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed. <input type="checkbox"/> Required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of \$10,000 or 5% of the total cumulative base amount proposed, whichever is less.	See Section 4.1
100% Payment and Performance Bonds	<input type="checkbox"/> Not required. <input type="checkbox"/> Required, regardless of the awarded contract amount. <input checked="" type="checkbox"/> Required in the event that the awarded contract 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**



Table of Contents

SECTION 1 - INSTRUCTIONS.....	5
1.1 NOTICE.....	5
1.1.1 VIRTUAL BID OPENING.....	5
1.2 PURPOSE.....	6
1.3 SCOPE OF WORK.....	6
1.3.1 PROJECT DETAILS	6
1.3.2 GENERAL REQUIREMENTS	7
1.3.3 LOCATION	8
1.3.4 WARRANTIES	8
1.3.5 USE OF PREMISES.....	9
1.4 PROJECT COST ESTIMATE & TIMELINE.....	9
1.4.1 LIQUIDATED DAMAGES	9
1.4.2 PERMIT, LICENSE, IMPACT OR INSPECTION FEES	9
1.5 PROPOSAL REQUIREMENTS	10
1.5.1 Pricing Sheet / Bid Tables.....	10
1.5.2 Questionnaires.....	11
1.5.3 Other Completed Documents.....	12
1.5.4 Optional Documentation	13
1.6 VENDOR REGISTRATION DOCUMENTS	14
1.6.1 Vendor Information Form.....	15
1.6.2 Form W-9 (Rev. October 2018).....	15
1.6.3 Company Profile Form	15
1.6.4 Sworn Statement on Public Entity Crimes Form.....	15
1.6.5 Equal Benefits Certification Form	15
1.6.6 Vendor Drug-Free Workplace Certification Form	15
1.6.7 Scrutinized Company Certification.....	15
1.6.8 E-Verify System Certification Statement	15
1.6.9 Veteran Owned Small Business Preference Certification	15
1.6.10 Local Business Tax Receipts.....	16
1.6.11 Local Vendor Preference Certification	16
1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION	16
1.8 TENTATIVE SCHEDULE OF EVENTS	16



1.8.1	MANDATORY SITE VISIT	16
1.9	SUBMISSION REQUIREMENTS	17
SECTION 2 - INSURANCE REQUIREMENTS		18
SECTION 3 - GENERAL TERMS & CONDITIONS.....		25
3.1	EXAMINATION OF CONTRACT DOCUMENTS	25
3.2	CONFLICT OF INSTRUCTIONS	25
3.3	ADDENDA or ADDENDUM	25
3.4	INTERPRETATIONS AND QUESTIONS	25
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	25
3.6	WARRANTIES FOR USAGE	26
3.7	BRAND NAMES.....	26
3.8	QUALITY	26
3.9	SAMPLES.....	26
3.11	DEVELOPMENT COSTS	26
3.12	PRICING.....	26
3.13	DELIVERY POINT	27
3.14	TAX EXEMPT STATUS	27
3.15	CONTRACT TIME	27
3.16	COPYRIGHT OR PATENT RIGHTS	27
3.17	PUBLIC ENTITY CRIMES	27
3.18	CONFLICT OF INTEREST	27
3.19	FACILITIES	27
3.20	ENVIRONMENTAL REGULATIONS	28
3.21	SIGNATURE REQUIRED.....	28
3.22	MANUFACTURER'S CERTIFICATION.....	28
3.23	MODIFICATION OR WITHDRAWAL OF PROPOSAL	28
3.24	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	28
3.25	RESERVATIONS FOR REJECTION AND AWARD.....	29
3.26	BID PROTEST	29
3.27	INDEMNIFICATION.....	29
3.28	DEFAULT PROVISION	30
3.29	ACCEPTANCE OF MATERIAL.....	30
3.30	LOCAL GOVERNMENT PROMPT PAYMENT ACT	31
3.31	SCRUTINIZED COMPANIES LIST	31



3.32	PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS	31
3.33	PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES....	32
3.34	CONE OF SILENCE	32
3.35	E-VERIFY	33
3.36	JESSICA LUNSFORD ACT	34
3.37	PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING	34
	SECTION 4 - SPECIAL TERMS & CONDITIONS.....	35
4.1	PROPOSAL SECURITY.....	35
4.2	PAYMENT AND PERFORMANCE BONDS	36
4.3	OWNER'S CONTINGENCY	37
4.4	TAX SAVER PROGRAM	37
4.5	RELEASE OF LIEN.....	37
4.6	SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS	37

ATTACHMENTS

Attachment A: Non-Collusive Affidavit

Attachment B: Sample Insurance Certificate

Attachment C: Specimen Contract – Construction Agreement

Attachment D: Standard Release of Lien Form

Attachment E: Central Campus Stairway Plans

Attachment F: Aluminum Wire Mesh Details



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

IFB # PSPW-24-03 Central Campus Charter School Stairway Replacements

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, April 2, 2024. 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 bid opening for this project will be held in the **City Clerk's Office Conference Room** located on the 4th Floor in the Charles F. Dodge City Center/City Hall Administration Building at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**



In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, vendors, and the public to participate virtually via live streaming instead of attending the meeting in person. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

Virtual Meeting Details:

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

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

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

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

Danny Benedict, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022 or 954-518-9020
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to complete the replacement of existing metal stairways with new concrete stairways located at the City of Pembroke Pines Central Campus Charter School, in accordance with the terms, conditions, and specifications contained in this solicitation.

1.3 SCOPE OF WORK

1.3.1 PROJECT DETAILS

- Demolition of existing metal stairs to include handrails, guard rails, steps, stairway landings, and any other items required as, noted on plans.
- Removal of any existing soffits and walls as noted on plans.
- Remove any existing light fixtures, cameras, conduit, and any other items under or near stairs that may interfere with construction. All equipment is to be protected for the duration of construction and reconnected after stairs installation in same location as



required. Any equipment damaged will need to be replaced with new equipment. All doors, elevators, fixtures, fire sprinklers and any other existing items that remain must be protected through duration of construction.

- Supply and install new cast in place concrete stairway which shall include all labor and material, as noted on plans.
- Supply and install structural steel required for new stairways, as noted on plans.
- Re-install any items such as light fixtures, security cameras, fire alarms, smoke detectors, pa system speakers, and soffits that were removed during demolition, as noted on plans.
- Supply any repair work needed in all affected areas of construction on walls, floors, and anywhere else required.
- Supply and install new aluminum hand and guard rails, as noted on plans.
- Supply and install new aluminum wire mesh panels to replace all existing ones within stairway enclosure. New panels to be built according to owners specifications.
- Remove existing fire sprinklers and cap for duration of work. When work is complete reinstall new fire sprinklers in the same location and update accordingly to adhere to the building code.
- Remove existing soffits under landings, new soffits shall be finished to match existing.
- Paint the underside of new concrete stairways, to match existing surroundings. The new concrete stairway topside shall be sealed with a clear coat.
- The contractor is responsible for verifying all field measurements and conditions.
- Contractor shall repair areas damaged during construction back to their original state or better.
- The City intends to complete all stairwells in Central Campus in one mobilization during the established timeframe. The contractor shall provide a lump sum price for all 8 stairwells. Additionally, contractor is to provide a price per stairwell type. Six Type 1 prototype for building E & M, and two Type 2 prototypes for Building Y, in case the City decides to reduce the scope of work to meet budgetary constraints.

1.3.2 GENERAL REQUIREMENTS

- Work must be completed over the summer break.
- Contractor will be required to schedule all work with the City's Project Manager.
- Contractor upon award of contract shall pre-order all materials, such as handrails and guard rails, as needed to ensure substantial completion by August 12, 2024.
- The minimum experience required as a licensed General Contractor is five (5) years for these projects. Contractor shall provide proof of previous experience demonstrating aptitude and ability with the complexity of these projects.
- This project is funded by the City, therefore, no special labor rates apply.



- Contractor shall provide all materials, labor, equipment, and any other necessary items required for complete turn-key installation.
- Contractor will need to plan accordingly and install temporary railings if permanent railings are not available for installation when concrete work is complete.
- City shall provide the Contractor with permit ready plans. All other documents, plans, submittals, special inspector for inspections, and NOA's required to obtain a permit are to be provided by the contractor.
- Contractor shall provide all testing, manufacturer warranties, contractor warranties, and certifications.
- All items must be installed as per all governing code requirements.
- Background checks required for clearance to school access.
- The successful Bidder 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 Bidder and all communications given to and all decisions made by the superintendent shall be binding to the Bidder.
- 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 as per OSHA standard, 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.
- Contractor is responsible for removal and reinstallation of fencing, landscaping, concrete, and any other items as necessary to access the work areas. Contractor is allowed to setup temporary container for storage.
- Contractor is responsible for acquiring all necessary permits.
- Contractor shall provide weekly schedule/progress updates.
- Contractor is responsible to secure and submit both fire sprinkler shop drawings for permit review and approve as required by the AHJ.

1.3.3 LOCATION

City of Pembroke Pines Charter School	Address
Central Campus	12350 Sheridan St, Pembroke Pines, FL 33026

1.3.4 WARRANTIES

- Contractor shall provide a minimum (1) year workmanship labor and material warranty covering repair of existing concrete and new concrete removed and/or 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 minimum (5) year product warranty from the manufacturer.

1.3.5 USE OF PREMISES

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

1.4 PROJECT COST ESTIMATE & TIMELINE

Staff estimates this project to cost approximately \$525,000, 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.**

Demolition/Construction work in Central Campus shall begin on June 12, 2024. Preparatory work, as approved by the City's Project Manager, may commence prior. Contractor shall achieve substantial completion no later than August 12, 2024.

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 LIQUIDATED DAMAGES

Liquidated Damages for this project shall be \$500 per day.

1.4.2 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.



For any permit, license, impact or inspection fees, the costs shall be covered by the City through the City's "Owner's Contingency" for this project. The Contractor shall obtain all required permits to complete the work, however the City shall utilize the Owner's Contingency to reimburse the contractor for the related permit, license, impact or inspection fees. Payments will be made to the contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

The City shall determine the amount of the Owner's Contingency at time of award. The Owner's Contingency may be based on a specified percent of the proposed project amount and shall be established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the City, if the permit fees exceed the Owner's Contingency indicated, the City will reimburse the contractor the actual amount of the permit fees required for project completion.

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. **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 "**Responses**" tab of the Bid Tables:



Price Sheet for Lump Sum of All Stairways:

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Numeric	Numeric	Text	Total Cost
				Cost without P&P Bond	Cost for Payment and Performance Bond	Vendor Notes	
Success: All values provided	Bid	#0-1	Lump Sum Cost for All 8 Stairways	\$ 525,000.00	\$ 25,000.00	N/A	\$ 550,000.00
Basket Total							\$ 550,000.00
Grand Total							\$ 550,000.00

Instructions

Responses



Price Sheet per Stair Type:

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity	Numeric	Numeric	Text	Total Cost for Stairs w/o P&P Bond	Total Cost for Stairs, Including P&P Bond
					Unit Price per Stair Type	Cost for Payment and Performance Bond	Vendor Notes		
Success: All values provided	Bid	#0-1	Type 1 Stair Prototype (Buildings E & M)	6	\$ 50,000.00	\$ 15,000.00	N/A	\$ 300,000.00	\$ 315,000.00
Success: All values provided	Bid	#0-2	Type 2 Stair Prototype (Building Y)	2	\$ 50,000.00	\$ 0.00	N/A	\$ 100,000.00	\$ 100,000.00
Basket Total								\$ 400,000.00	\$ 415,000.00
Grand Total								\$ 400,000.00	\$ 415,000.00

Instructions

Responses



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 # PSPW-24-03 Central Campus Charter School Stairway Replacements"** 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. 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 Statues, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security ("DHS").
- 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)	February 27, 2024
Mandatory Pre-Bid Meeting	10:00 a.m. on March 11, 2024
Question Due Date	March 19, 2024
Anticipated Date of Issuance for the Addenda with Questions and Answers	March 25, 2024
Proposals will be accepted until	2:00 p.m. on April 2, 2024
Proposals will be opened at	2:30 p.m. on April 2, 2024
Evaluation of Proposals by Staff	April 2, 2024 – May 8, 2024
Recommendation of Contractor to City Commission award	May 8, 2024
Issuance of Notice to Proceed	TBD
Project Commencement	Not later than 10 days after NTP
Project Completion	August 2024

1.8.1 MANDATORY SITE VISIT

It is mandatory to visit the site prior to submitting a bid for this project. There is a scheduled site visit on March 11, 2024, at 10 a.m. Meeting location will be at the Central Campus Charter School, located at 12350 Sheridan St, Pembroke Pines, FL 33026.

In the event that a contractor cannot attend the scheduled pre-bid meeting, or if a contractor would like a follow up visit to the site, they may request a site visit by contacting 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 may be required to sign in at any of the meetings 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 April 2, 2024.

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 # PSPW-24-03 Central Campus Charter School Stairway Replacements"** 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

100

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 QUANITIES

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 consequence 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.

3.37 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL



INTERESTS IN GOVERNMENT CONTRACTING

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

SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Proposal Security Amount:

Yes No

A Proposal Security shall not be required for this project.

Yes No

A Proposal Security shall be required, only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Yes No

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

Yes No

A Proposal Security shall be required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of \$10,000 or 5% of the total cumulative base amount proposed, whichever is less.

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

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

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

Physical Proposal Security: For projects in which Proposal Securities are required, Proposers should also submit their original Proposal Security (certified check, cashier's check or a Bid Bond) at time of the bid due date, or they may be deemed as non-responsive. The original Proposal Security should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSPW-24-03 Central Campus Charter School Stairway Replacements**" and sent to the:

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

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



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

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

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

4.2 PAYMENT AND PERFORMANCE BONDS

Payment and Performance Bond Amount:

Yes No

Payment and Performance Bonds shall not be required for this project.

Yes No

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

Yes No

✓ In the event that the awarded contract exceeds \$200,000, two (2) separate bonds (Payment & Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

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

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

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

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



Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

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

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

Recordation of Bonds with the County:

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

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



City of Pembroke Pines

Exhibit "A"

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.



NON-COLLUSIVE AFFIDAVIT

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature _____

Title _____

Name of Company _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER

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

INSURED

YOUR COMPANY NAME HERE

INSURERS AFFORDING COVERAGE

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

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

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

City Must Be Named as Certificate Holder

MAIL 30 DAYS WRITTEN LEFT.

AUTHORIZED REPRESENTATIVE



CONSTRUCTION AGREEMENT

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

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

and

«Vendor_Name_Upper_Case», a **«Vendor_Business_Type»** as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **«Vendor_Address_Line_1»**, **«Vendor_Address_Line_2»** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

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

ARTICLE 1 **PREAMBLE**

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

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

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”

1.2 On **«Bid_Opening_Date»**, the bids were opened at the offices of the City Clerk.

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



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

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

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

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

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

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

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

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

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



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

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONTRACTOR for all services performed under this Agreement by CONTRACTOR upon issuance of final inspection approval / monthly for work that has been completed, inspected and properly invoiced «Compensation_Type» «Compensation_Amount_Written» («Compensation_Amount_Numerical»), which includes a «Contingency_Fee_Percent» owner's contingency fee of «Contingency_Fee_Written» («Contingency_Fee_Numerical») and a «Permit_Fee_Percent» permit allowance of «Permit_Fee_Written» («Permit_Fee_Numerical»).



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

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

4.2 **Method of Billing and Payment.**

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

4.2.2 Payment will be made to CONTRACTOR at:

«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

ARTICLE 5 **WAIVER OF LIENS**

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

ARTICLE 6 **WARRANTY**

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



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

ARTICLE 7 **CHANGES IN SCOPE OF WORK**

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

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

ARTICLE 8 **PAYMENT & PERFORMANCE BOND**

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

B+ to A+

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



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

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

ARTICLE 9 **INDEMNIFICATION**

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

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

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

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

ARTICLE 10 **INSURANCE**

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



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

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

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

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

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

10.6 REQUIRED INSURANCE

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

Yes No

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



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

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

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

Yes No

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

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

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

Yes No

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

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



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

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

Yes No

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

Yes No

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

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

Yes No

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

Yes No

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

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



Yes No

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

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

Yes No

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

Yes No

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

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

Yes No

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



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

Yes No

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

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

Yes No

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

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

Yes No

10.6.13 Other Insurance



10.7 REQUIRED ENDORSEMENTS

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

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

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

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

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

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



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

ARTICLE 12 **INDEPENDENT CONTRACTOR**

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

ARTICLE 13 **TERMINATION**

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

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

ARTICLE 14 **AGREEMENT SUBJECT TO FUNDING**

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



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

ARTICLE 15 **UNCONTROLLABLE FORCES**

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

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

ARTICLE 16 **GOVERNING LAW AND VENUE**

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

ARTICLE 17 **SIGNATORY AUTHORITY**

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

ARTICLE 18 **DEFAULT OF CONTRACT & REMEDIES**

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

ARTICLE 19 **BANKRUPTCY**

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

ARTICLE 20 **MERGER; AMENDMENT**

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



CITY with the same formality and equal dignity herewith.

ARTICLE 21 **DISPUTE RESOLUTION**

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

21.2 Operations During Dispute.

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

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

ARTICLE 22 **PUBLIC RECORDS**

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

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

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

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



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

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

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

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

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

**ARTICLE 23
MISCELLANEOUS**

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

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

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



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

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

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

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

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

CONTRACTOR «Vendor_Contact_Title»
 «Vendor_Name»
 «Vendor_Address_Line_1»
 «Vendor_Address_Line_2»
E-mail: «Vendor_Email»
Telephone No: «Vendor_Phone_Number»
Cell phone No: «Vendor_Cell_Number»
Facsimile No: «Vendor_Fax_Number»



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

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

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

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

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

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

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

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

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

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



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

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

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

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

23.16.2.2 Is engaged in business operations in Syria.

23.18 **Domestic Partnership.**

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

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



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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE



HAS BEEN INTENTIONALLY LEFT BLANK



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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

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

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

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

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

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



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:

CONTRACTOR

[NAME OF CONTRACTOR]

Witnesses:

BY: _____

Print Name

Print Name: _____

Title: _____

Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

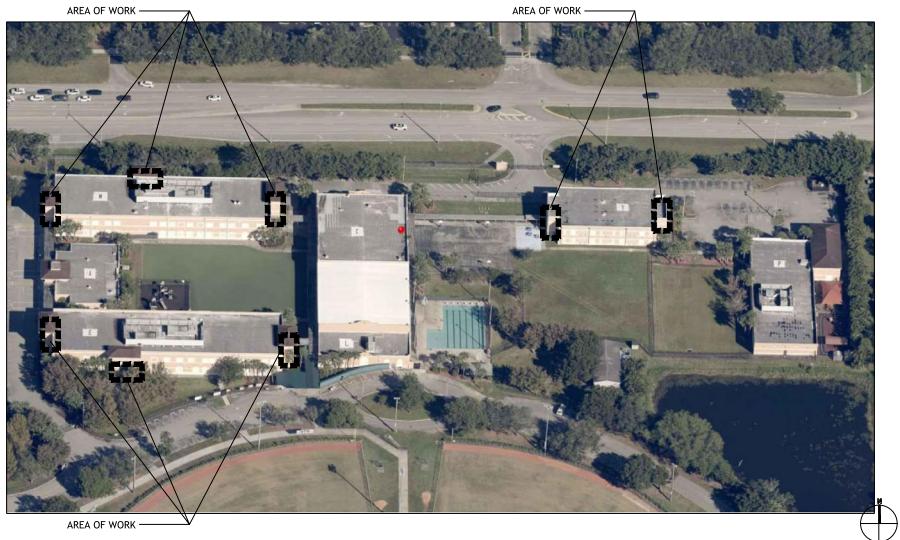
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

Print or Type Name

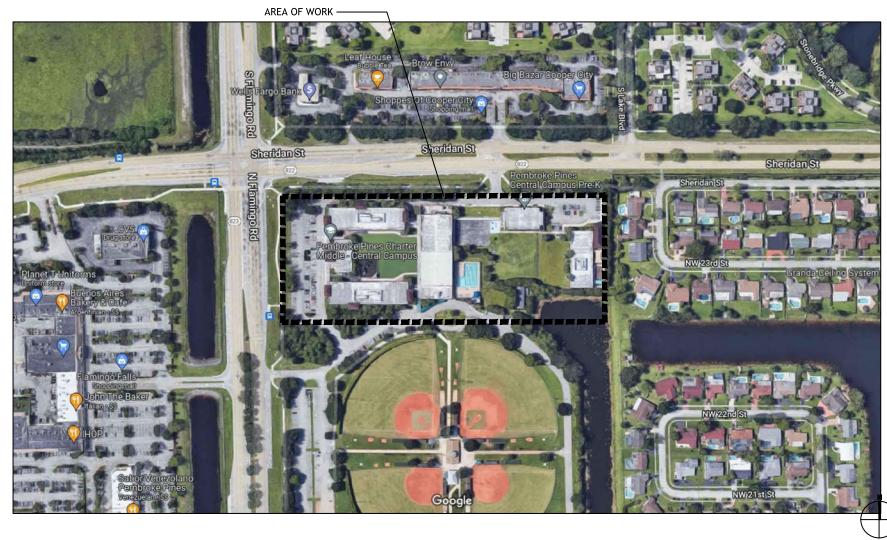
My Commission Expires:

PEMBROKE PINES CENTRAL CAMPUS
STAIR REPLACEMENT
12350 SHERIDAN STREET
PEMBROKE PINES FLORIDA



6 BIRDS EYE VIEW

SCALE: N.T.S.



5 LOCATION MAP

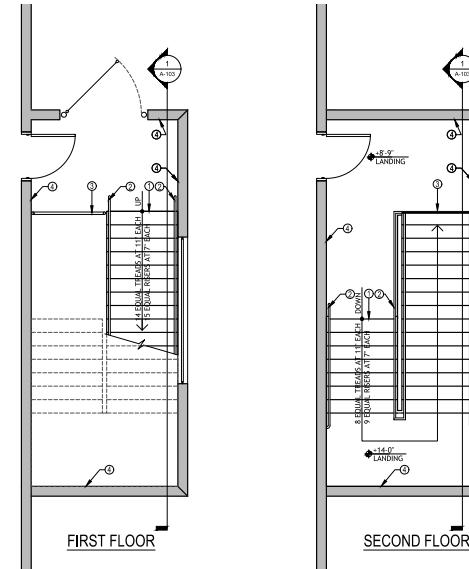
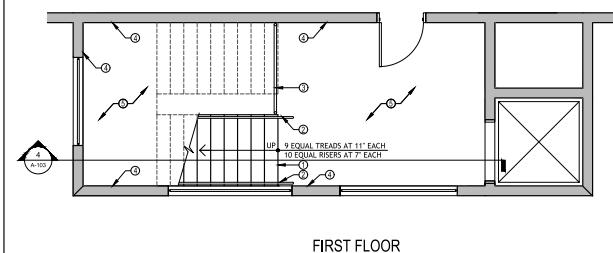
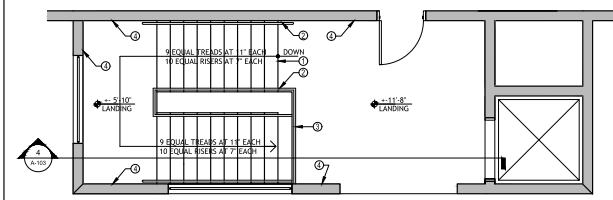
5

		<p>SCOPE OF WORK</p> <p>THE SCOPE OF THIS PROJECT IS TO DEMOLISH EXISTING METAL STAIR AND INSTALL NEW CONCRETE STAIR. IN EXISTING LOCATION THE SIZE OF THE SPACE WILL NOT CHANGE. AS PER THE 2020 F.B.C. EXISTING BUILDING, THIS WORK IS DESCRIBED AS A LEVEL 2 ALTERATION.</p>	<p>ARCHITECTURAL: SYNALOVSKI ROMANIK SAYE 1800 ELLER DRIVE, SUITE 500 FORT LAUDERDALE, FLORIDA 33312 TEL: (954) 961-6806 FAX: (954) 961-6807 WWW.SYNALOVSKI.COM</p> <p>STRUCTURAL: SAAD ELIAEL-HAGE CONSULTING ENGINEERS, INC. STRUCTURAL ENGINEERS 15601 NW 9TH AVE, SUITE 206 FORT LAUDERDALE, FLORIDA 33309 PH: 954-771-8149 FAX: 954-8169 SEHNGRS@BELLSPOUTH.NET</p>	<p>ARCHITECTURAL</p> <p>T-001 COVER SHEET A-101 BUILDING E AND M ENLARGED STAIR 1 AND 3 FLOOR PLANS</p> <p>A-102 BUILDING E AND M STAIR 2 AND BUILDING Y STAIR 1 AND 2 FLOOR PLANS</p> <p>A-103 BUILDING E AND M AND Y STAIR SECTIONS</p> <p>A-104 STAIR DETAILS</p> <p>STRUCTURAL</p> <p>S-1.0 DEMO PLAN S-1.1 STRUCTURAL FLOOR PLAN S-2.0 ELEVATIONS AND SECTIONS</p>	<p>DESIGN DELIVERABLE: DOCUMENTS ISSUE DATE: 03/22/22</p> <p>PROJECT NUMBER: 1025-220217 DRAWN BY: SH CHECKED BY: MS Copyright © by SYNALOVSKI ROMANIK SAYE, LLC All rights reserved. SHEET TITLE: COVER SHEET</p>
4	NOT USE SCALE: N.A.	3 SCOPE OF WORK SCALE: N.T.S.	2 CONTACTS SCALE: N.T.S.	1 SHEET INDEX SCALE: N.T.S.	T-001

ALL DIMENSIONS ARE TO FACE OF FINISHED PLANE. VERIFY ALL MASONRY OPENING SIZES BEFORE CONSTRUCTION. NOTIFY ARCHITECT IF CONFLICT EXISTS.
 PRIOR TO CONSTRUCTION CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS. REPORT ANY DISCREPANCIES TO ARCHITECT PRIOR TO CONSTRUCTION.
 THIS BUILDING IS PROTECTED BY SUPERVISED AUTOMATIC SPRINKLER SYSTEM. (CONTRACTOR TO PROVIDE ENGINEERED SHOP DRAWINGS PRIOR TO COMMENCEMENT OF CONSTRUCTION.)
 CONTRACTOR TO COORDINATE ALL INTERIOR BUILT-IN'S AND INTERIOR FINISHES - FLOORING, CEILINGS, PAINT, PLASTIC LAMINATING, ETC. - COLOR AND STYLE WITH OWNER PRIOR TO FABRICATION AND/OR INSTALLATION.
 FLAMMABLE AND COMBUSTIBLE MATERIALS, IF USED DURING CONSTRUCTION, SHALL BE HANDLED AND STORED IN ACCORDANCE WITH NFPA 30.
 CONSTRUCTION CREWS SHALL NOT STORE EQUIPMENT OR MATERIALS IN THE BREEZEWAY OR ALLEY.

KEY NOTES

- ① INSTALL NEW STAIR - REFER TO STRUCTURAL PLANS FOR MORE INFORMATION
- ② NEW HANDRAIL REFER TO A-104 AND STRUCTURAL PLANS FOR MORE INFORMATION
- ③ NEW GUARDRAIL REFER TO A-104 AND STRUCTURAL PLANS FOR MORE INFORMATION
- ④ PAINT EXISTING WALL COLOR TO BE SELECTED BY OWNER
- ⑤ INSTALL NEW SOFFIT UNDER STAIR LANDING - REFER TO 5A-103 FOR MORE INFORMATION



1000 Sherwood, Suite 200
Tampa, Florida 33607
www.srsinc.com

Mount Pleasant, ALA
Architectural
Seal

LICENSE NO. AA26001863

**PEMBROKE PINES CENTRAL CAMPUS
STAIR REPLACEMENT**

12250 SHERWOOD STREET
PEMBROKE PINES, FLORIDA
CLIENT : CITY OF PEMBROKE PINES

REV. DATE DESCRIPTION

DESIGN CONSTRUCTION
DELIVERABLE: DOCUMENTS
ISSUE DATE: 03/22/22

PROJECT NUMBER: 1025-22017
DRAWN BY: SH
CHECKED BY: MS

Copyright © by SHALDON ROWAN & SONS, LLC
All Rights Reserved.

BUILDING E AND M
STAIR 2 AND BUILDING
Y STAIR 1 AND 2
FLOOR PLANS

SHEET NUMBER:

A-102

6 GENERAL CONSTRUCTION AND KEY NOTES

SCALE: N/A

GENERAL NOTES

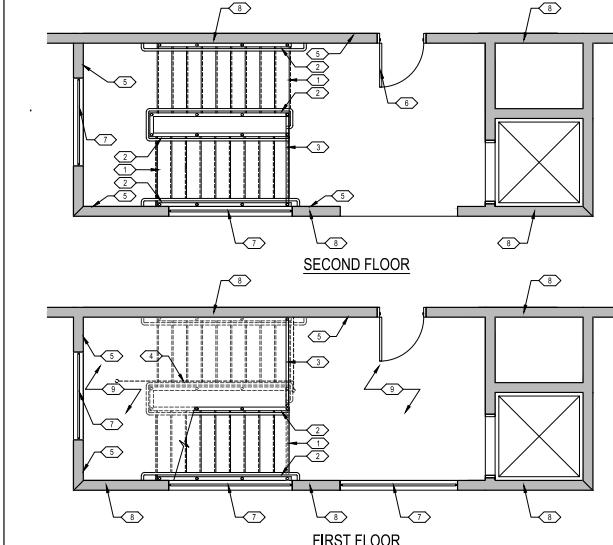
1. THE DEMOLITION SCOPE OF WORK FOR THIS PERMIT IS LIMITED TO THE REMOVAL OF EXISTING STAIRS AND ASSOCIATED COMPONENTS
2. IF ANY KNOWN HAZARDOUS MATERIALS ARE DETECTED WITHIN THE STRUCTURE, CEASE WORK AND FILE AN R.F.I. WITH THE ARCHITECT. WAIT FOR WRITTEN INSTRUCTIONS TO PROCEED.
3. THE DEMOLITION CONTRACTOR SHALL BE FULLY LICENSED AND INSURED AND SHALL FOLLOW ALL O.S.H.A. SAFETY STANDARDS AND ALL SAFETY STANDARDS APPLICABLE BY LAW. THE DEMOLITION CONTRACTOR SHALL FOLLOW ALL APPROPRIATE SAFETY STANDARDS FOR THE PROTECTION OF CONSTRUCTION MATERIALS. THE DEMOLITION CONTRACTOR SHALL STRICTLY FOLLOW THE LOCAL JURISDICTION'S RULES FOR CONSTRUCTION TIMES AND PROCEDURES FOR PICKUP AND REMOVAL OF DEMOLITION CONSTRUCTION MATERIALS.
4. ALL ADJACENT SURFACES TO CONSTRUCTION MUST BE PROTECTED AND OR REPAIRED IF AFFECTED
5. SPRINKLER / ALARM SHUTDOWN REQUIRES 48" HOURS ADVANCE NOTICE
6. ANY REMOVAL DURING DEMOLITION, SUCH AS LIGHT FIXTURES, SENSORS, CAMERAS, FIRE SPRINKLER, CONDUITS, SHALL BE CAPPED AND RECONNECTED AFTER THE INSTALLATION OF THE NEW STAIR IN THE SAME LOCATION AS REQUIRED.

KEY NOTES

- ① DEMOLISH EXISTING STAIR REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR PROPOSED NEW WORK
- ② DEMOLISH EXISTING STAIR HANDRAIL AND ASSOCIATED COMPONENTS REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR PROPOSED NEW WORK
- ③ DEMOLISH EXIST GUARDRAIL AND ASSOCIATED COMPONENT REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR PROPOSED NEW WORK
- ④ EXISTING FIRE SPRINKLER TO REMAIN. TO BE PROTECTED FOR THE DURATION OF CONSTRUCTION.
- ⑤ PATCH AND REPAIR EXISTING WALL AS REQUIRED.
- ⑥ EXISTING DOOR TO REMAIN. TO BE PROTECTED FOR THE DURATION OF CONSTRUCTION.
- ⑦ EXISTING OPENING WITH METAL SCREENING TO REMAIN. TO BE PROTECTED FOR THE DURATION OF CONSTRUCTION.
- ⑧ EXISTING CONCRETE WALL TO REMAIN. TO BE PROTECTED FOR THE DURATION OF CONSTRUCTION. REFER TO STRUCTURAL PLANS FOR PROPOSED NEW WORK
- ⑨ DEMOLISH EXISTING SOFFIT UNDER STAIR LANDING PATCH AND REPAIR AS REQUIRED

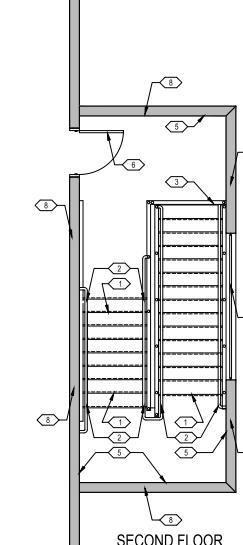
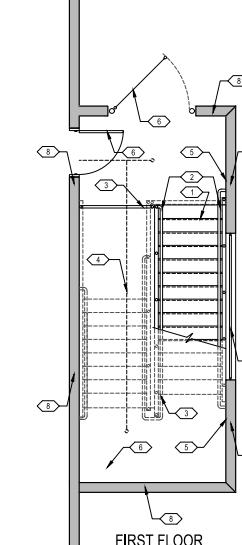
5 BUILDING Y - STAIR 1 & 2 ENLARGED FLOOR PLAN

SCALE: 1/4"=1'-0"



4 BUILDING E AND M - STAIR 3 ENLARGED FLOOR PLAN

SCALE: 1/4"=1'-0"



3 GENERAL DEMOLITION AND KEY NOTES

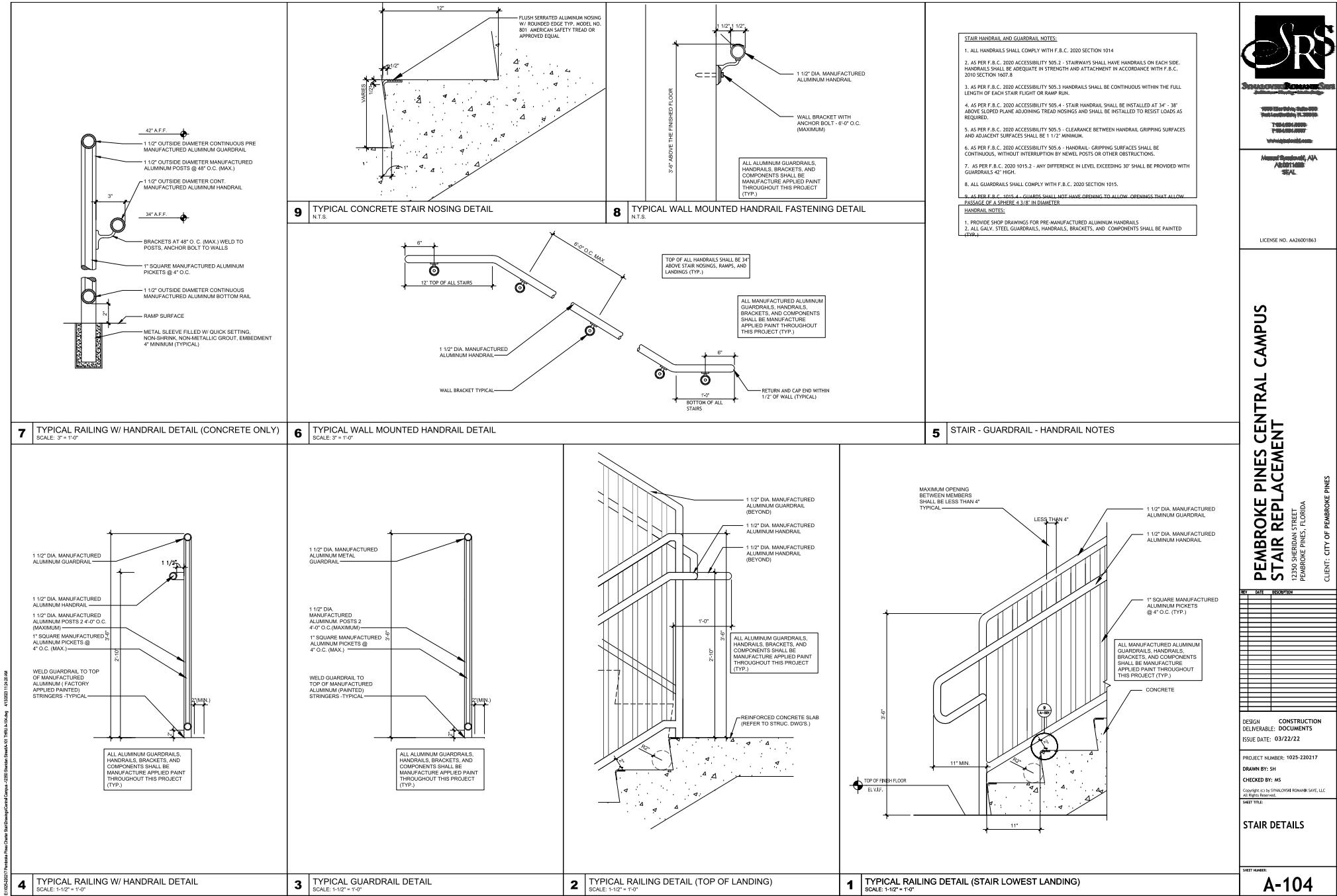
SCALE: N/A

2 BUILDING Y - STAIR 1 & 2 ENLARGED DEMOLITION FLOOR PLAN

SCALE: 1/4"=1'-0"

1 BUILDING E AND M - STAIR 3 ENLARGED DEMOLITION FLOOR PLAN

SCALE: 1/4"=1'-0"





1000 2000 3000
1000 2000 3000
1000 2000 3000
1000 2000 3000

Manuel Sylvestre, AIA
AIA#100000
SEAL

LICENSE NO. AA26001863

**PEMBROKE PINES CENTRAL CAMPUS
STAIR REPLACEMENT**

12350 SHERIDAN STREET
PEMBROKE PINES, FLORIDA

CLIENT: CITY OF PEMBROKE PINES

NOTES

1. NO CHANGES SHALL BE MADE WITHOUT THE PRIOR PERMISSION OF THE ARCHITECT.
2. THE CONTRACTOR SHALL CHECK ALL DIMENSIONS AND CONDITIONS OF THE JOB SITE PRIOR TO INITIATING CONSTRUCTION AND REPORT ANY DISCREPANCIES OR CONDITIONS THAT ARE UNSATISFACTORY.
3. THE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE 2018 INTERNATIONAL RESIDENTIAL CODE, FLORIDA BUILDING CODE 2020, 7TH EDITION AND BROWARD COUNTY AMENDMENTS AND OTHER APPLICABLE CODES.
4. CONTRACTOR SHALL NOT SCALE DRAWINGS. INFORMATION SHALL BE OBTAINED FROM ARCHITECT.
5. CONTRACTOR BEING USED AS A SUBCONTRACTOR, THE CONTRACTOR'S REGISTERED ENGINEER SHALL BE SUBMITTED FOR APPROVAL OF ALL PREFABRICATED STRUCTURAL SYSTEMS.

CONCRETE

CONCRETE TO REACH DESIRED STRENGTH, AS NOTED ON PLANS AND SCHEDULES IN 28 DAYS (MINIMUM CONCRETE STRENGTH SHALL BE $f_c' = 4000$ psi IN 28 DAYS, UNLESS NOTED OTHERWISE.) AND HAVE A MINIMUM OF 517 LBS/CF OF CEMENT. CEMENT, AGGREGATE, AND WATER MUST BE OF APPROVED QUALITY AND IN ACCORDANCE WITH ASTM SPECIFICATIONS. CONCRETE CERTIFICATE OF MANUFACTURER'S MIX DESIGN STRENGTH IS TO BE PROVIDED. NO WATER TO BE ADDED AFTER TRUCK LEAVES PLANT WITHOUT APPROVAL OF ENGINEER OR PLANT ENGINEER. PLANT CONTROL IS REQUIRED. MAXIMUM MIX TIME AT POINT OF DEPOSIT IS 90 MINUTES.

REINFORCING

REINFORCING STEEL SHALL BE DEFORMED, NEW BILLET STEEL ASTM A-615 GRADE 60. SPLICES TO BE IN ACCORDANCE WITH ACI 318-LATEST EDITION FOR "STRENGTH DESIGN". FABRICATION AND PLACING OF STEEL SHALL BE IN ACCORDANCE WITH LATEST EDITION ACI CODE STANDARDS AND PRACTICE PROCEDURES.

STRUCTURAL STEEL

1. STRUCTURAL STEEL CONSTRUCTION SHALL CONFORM WITH THE REQUIREMENTS OF THE "ASCE'S SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL OR BUILDINGS", LATEST EDITION.
2. STRUCTURAL STEEL, PLACEMENT DRAWINGS AND MATERIAL LISTS SHALL CONFORM TO ASCE'S STRUCTURAL CONSTRUCTION CODE, LATEST EDITION. PLACEMENT DRAWINGS SHALL BE APPROVED BY THE SUPERVISOR OF A FLORIDA LICENSED PROFESSIONAL ENGINEER AND SUBMITTED FOR REVIEW PRIOR TO FABRICATION. (SV #6 PRINTS OF EACH DRAWING.)
3. ALL STRUCTURAL MEMBERS AND MISC. METALS SHALL CONFORM WITH ASTM A-36 UNLESS NOTED OTHERWISE.
4. SHOT BLASTED SURFACES SHALL BE HELD IN ACCORDANCE WITH AWS D1.1, "STRUCTURAL WELDING CODE", SECTION 1, PART 1, ELECTRODES.
5. ALL FIELD BOLTS SHALL BE ASTM A325-N 3/8" x 6" BOLTS.
6. WIDE FLANGE BEAMS SHALL BE ASTM A99, GRADE 50, TYPICAL.
7. STEEL TO HAVE A SHOT COAT OF RUST INHIBITOR PAINT.
8. ALL CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH THE REQUIREMENTS OF CONCRETE ENCASEMENT.
9. FULL CONNECTIONS MAY NOT BE USED ON ALL ORDER AND BEAM CONNECTIONS TO COLUMNS. BOLTS MAY NOT BE USED AS A CONNECTION.
10. MINIMUM BEAM SPAN OF STEEL BEAMS AND UNTIELS, ON MASONRY SHALL BE 4'.
11. WEDGE ANCHORS SHALL BE EMBEDDED IN CONCRETE, OR FILLED_CELLS OR CROTTED CELLS, (TYP) FOR ALL EXPOSED STEEL MEMBERS.
12. ALL EXPOSED STEEL MEMBERS TO WEATHER SHALL BE HOT DIPPED GALVANIZED (TYP).

FIELD WELDING

1. WELDING SHALL BE DONE BY A CERTIFIED ARC WELDER USING THE LATEST APPROVED A.W.S. TECHNIQUES.
2. ALL WELDS SHALL CONFORM TO THE LATEST AWS SPECIFICATION USING E-70XX ELECTRODE.
3. ALL FIELD WELDS SHALL BE WIRE-BRUSHED CLEAN AND COATED WITH ANTI RUST PAINT.

EPOXY :

1. EPOXY : HILIT HIT RE 500 SD. 2 PARTS EPOXY OR APPROVED EQUAL.
2. EPOXY INSTALLATION SHALL BE IN STRICT CONFORMANCE WITH MFR. RECOMMENDATIONS.

DOWEL INSTALLATION:

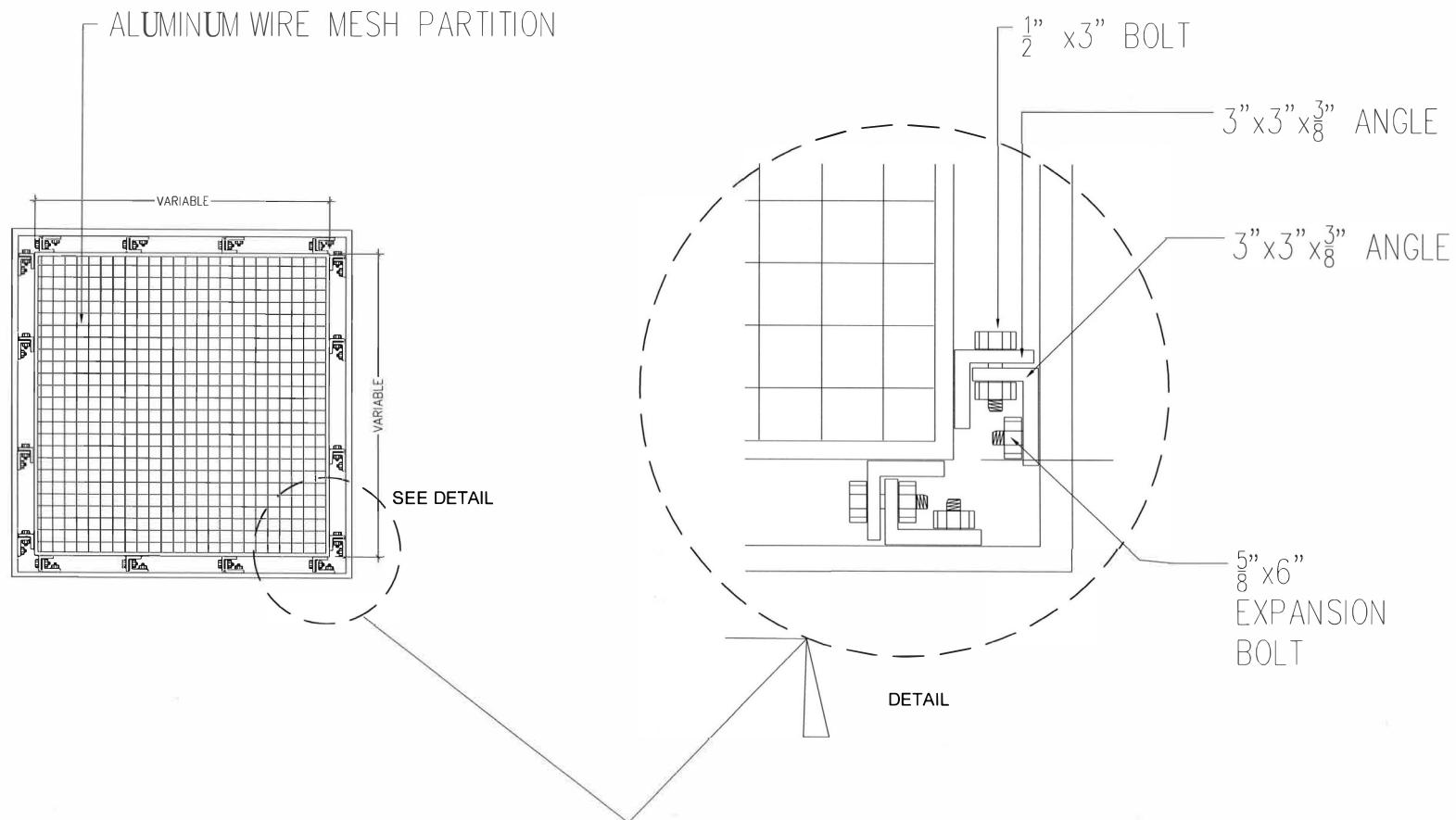
1. PRE-DRILLING DEPTH AS PER PLAN.
2. EPOXY & HILIT HIT RE 500 SD. 2 PARTS EPOXY OR APPROVED EQUAL.

DOWEL INSTALLATION:

1. PRE-DRILLING DEPTH AS PER PLAN
2. FROXY L-1000 HIT BE 500 SD 2-BARTS EPOXY OR APPROVED EQUAL

• 100 •

S-0



DRAWN
CHECKED
DATE
JOB NO
A-1

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 for Lump Sum of All Stairways (BT-23AH)	BidTable: Excel (.xlsx)	1	Required	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.
Pricing Sheet per Stair Type (BT-26IM)	BidTable: Excel (.xlsx)	1	Required	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-	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the

Name	Type	# Files	Requirement	Instructions
04BU)				provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	Required	
Trade Secrets	File Type: PDF (.pdf)	Multiple	Optional	
Proposal Security (Bid Bond Form or Cashier's Check), only required in the event that the proposal exceeds \$200,000	File Type: PDF (.pdf)	Multiple	Optional	
Financial Statements	File Type: PDF (.pdf)	Multiple	Optional	
Additional Information	File Type: PDF (.pdf)	Multiple	Optional	

Commodity Codes

Commodity Set	Commodity Code	Title	Description
US_NAICS_2022	23	Construction	
US_NAICS_2022	236	Construction of Buildings	
US_NAICS_2022	2361	Residential Building Construction	
US_NAICS_2022	23611	Residential Building Construction	
US_NAICS_2022	2362	Nonresidential Building Construction	
US_NAICS_2022	23621	Industrial Building Construction	
US_NAICS_2022	236210	Industrial Building Construction	
US_NAICS_2022	23622	Commercial and Institutional Building Construction	
US_NAICS_2022	236220	Commercial and Institutional Building Construction	

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/121863>.

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/121863>.

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

2. Upload your submission at:

<https://ppines.bonfirehub.com/opportunities/121863>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Apr 02, 2024 2:00 PM EDT**.

The Vendor Discussion period for this opportunity starts Feb 29, 2024 6:00 PM EST. The Vendor Discussion period for this opportunity ends Mar 19, 2024 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 **Apr 02, 2024 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%	<div style="width: 100%; background-color: #90EE90;"></div>
2	80	0.00%	<div style="width: 0%; background-color: #F0F0F0;"></div>
3	5	0.00%	<div style="width: 0%; background-color: #F0F0F0;"></div>
4	10	0.00%	<div style="width: 0%; background-color: #F0F0F0;"></div>
5	12	0.00%	<div style="width: 0%; background-color: #F0F0F0;"></div>
6	11	0.00%	<div style="width: 0%; background-color: #F0F0F0;"></div>
Total	132	10.61%	<div style="width: 10.61%; background-color: #90EE90;"></div> <div style="width: 89.39%; background-color: #F0F0F0;"></div>



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

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

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

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

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
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	

Portal

PSPW-24-03 - Central Campus Charter Stairway Replacements

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

Project Details

Project: Central Campus Charter Stairway Replacements**April 2024**[prev](#) [next](#)**Ref. #:** PSPW-24-03

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

Type: IFB**Status:** CLOSED**Open Date:** Feb 29th 2024, 6:00 PM EST**Intent to Bid Due Date:** Apr 2nd 2024, 2:00 PM EDT**Questions Due Date:** Mar 19th 2024, 11:30 PM EDT**Contact Information:** Procurement Department, 954-518-9020**Close Date:** Apr 2nd 2024, 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 complete the replacement of existing metal stairways with new concrete stairways located at the City of Pembroke Pines Central Campus Charter School, in accordance with the terms, conditions, and specifications contained in this solicitation.

Important Events:

	PASSED	Open Date	Online Portal Portal	Posting date for the Opportunity	Feb 29th 2024, 6:00 PM EST	N/A
	PASSED	Site Visit	Central Campus Charter School, located at 12350 Sheridan St, Pembroke Pines, FL 33026	It is mandatory to visit the site prior to submitting a bid for this project. In the event that a contractor cannot attend the scheduled pre-bid meeting, or if a contractor would like a follow up visit to the site, they may request a site visit by contacting Irene Munariz 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.	Mar 11th 2024, 10:00 AM EDT	No
	PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Mar 19th 2024, 11:30 PM EDT	N/A
	PASSED	Close Date	Online Portal	Deadline for Submissions	Apr 2nd 2024, 2:00 PM EDT	N/A
	PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Apr 2nd 2024, 2:00 PM EDT	Yes

Commodity Codes:
US_NAICS_2022 23 Construction
US_NAICS_2022 236 Construction of Buildings
US_NAICS_2022 2361 Residential Building Construction
US_NAICS_2022 23611 Residential Building Construction
US_NAICS_2022 2362 Nonresidential Building Construction
US_NAICS_2022 23621 Industrial Building Construction
US_NAICS_2022 236210 Industrial Building Construction
US_NAICS_2022 23622 Commercial and Institutional Building Construction
US_NAICS_2022 236220 Commercial and Institutional Building Construction
Supporting Documentation:
[Download All Files](#)
[Search](#)

File	Type	Description	Date Created	Actions
Aluminum Wire Mesh Details.pdf	Documentation	Attachment F	Feb 29th 2024, 9:22 AM EST	Download
Bonfire FAQs regarding 3 Questionnaires.pdf	Other	Bonfire FAQs regarding Questionnaires	Mar 24th 2022, 1:40 PM EDT	Download

[Skip Top Navigation](#)

Document	Questions & Read more...	Mar 14th 2024, 5:20 PM EDT	Download
Mesh.pdf	Read more...	EDT	Download
Building M Aluminum Wire Mesh.pdf	Other	Document - Questions & Read more...	Mar 14th 2024, 5:20 PM EDT Download
Building Y Aluminum Wire Mesh.pdf	Other	Document - Questions & Read more...	Mar 14th 2024, 5:20 PM EDT Download
Central Campus Stairway Plans.pdf	Documentation	Attachment E	Feb 29th 2024, 9:22 AM EST Download
IFB # PSPW-24-03 Central Campus Charter School Stairway Replacements.pdf	Documentation	1) IFB	Feb 29th 2024, 9:29 AM EST Download
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Oct 27th 2021, 12:18 PM EDT Download
Questions and Answers - Part Two.pdf	Other	Document - Questions & Answers, Part 2	Mar 20th 2024, 2:45 PM EDT Download
Questions and Answers.pdf	Other	Document - Questions & Read more...	Mar 14th 2024, 5:20 PM EDT Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Aug 9th 2022, 3:33 PM EDT Download
Sign In Sheet.pdf	Other	Document - Site Visit Sign In Sheet	Mar 11th 2024, 4:39 PM EDT Download
Specimen Contract - Construction Agreement.pdf	Documentation	Attachment C	Feb 29th 2024, 9:28 AM EST Download
Standard Release of Lien.pdf	Documentation	Attachment D	Feb 29th 2024, 9:28 AM EST Download
Submission Instructions - PSPW-24-03.pdf	Documentation	General Bonfire Submission Instructions	Feb 29th 2024, 10:09 AM EST 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 for Lump Sum of All Stairways (BT-23AH)	BidTable: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this BidTable.	Download
Pricing Sheet per Stair Type (BT-6IM)	BidTable: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this BidTable.	Download

Portal Proposal Submission (Q-04BU)	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		
Proposal Security (Bid Bond Form or Cashier's Check), only required in the event that the proposal exceeds \$200,000	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Financial Statements	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Additional Information	File Type: PDF (.pdf)	Multiple	OPTIONAL		

Document Takers

Vendors	# Files	Actions
Alen Construction Group, Inc.	27	View
Bejar Construction, Inc.	24	View
BenG	1	View
BidNet	9	View
Calvo Duran, LLC	3	View
Cambridge LTD	200	View
Conengineers Builders LLC	43	View
ConstructConnect	9	View
3 ENTERPRISES LLC	14	View

Dodge Data and Analytics		18	View
Portal			
Dodge Data and Analytics	2		View
Kismet USA Inc	3		View
Lakdas/Yohalem Engineering, Inc.	8		View
M&J CONSULTING GROUP CORP DBA M&J GENERAL CONTRACTOR	20		View
Onvia, Inc	15		View
Panizza Construction Services Corp	26		View
Perez-Borrotto Construction LLC	22		View
Platinum General Contracting & Land Development LLC	13		View
Prism Painting	4		View
Razorback LLC	6		View
RELYC CONTRACTOR	2		View
S3S Construction, Inc.	24		View
Sanford Federal, Inc.	1		View
Shay Enterprise	13		View
TECHGROUPONE, Inc	21		View
TEQUESTA CONSTRUCTION SERVICES GROUP INC	1		View
VISUAL	1		View
Waypoint Contracting, Inc	1		View
Waypoint Contracting, Inc	11		View
WSN Construction LLC	27		View

Interested Subcontractors

Portal

No data available in table

✉ Messages[Public Notices \(4*\)](#)[Vendor Discussions \(7*\)](#)**Search**

Search...

Irene Munarriz**Questions & Answers, Part 2****Please see an additional question that was received. The Q&A period has now closed.****2:45 PM****Irene Munarriz****Additional Site Visit Scheduled for Wednesday, March 20 at 10 AM****Per Section 1.8.1 Mandatory Site Visit of the bid package, it is mandatory to visit the site prior to submitti...****8:36 AM****Irene Munarriz****Questions & Answers, and Additional Documents****Please find attached the first Q&A document for the questions that we have received so far, and also ple...****5:20 PM****Irene Munarriz****Site Visit Sign In Sheet****Please see attached the sign in sheet for the site visit that took place on 3/11/2024.****4:39 PM****Click New Public Notice or click a conversation on the left to see message here.**

Portal

Submissions and Subcontracting

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

Public Notices

Site Visit Sign In Sheet

Mar 11, 2024 4:39 PM EDT

Please see attached the sign in sheet for the site visit that took place on 3/11/2024.

Questions & Answers, and Additional Documents

Mar 14, 2024 5:20 PM EDT

Please find attached the first Q&A document for the questions that we have received so far, and also please find attached additional documents with details for the aluminum wire mesh.

Additional Site Visit Scheduled for Wednesday, March 20 at 10 AM

Mar 19, 2024 8:36 AM EDT

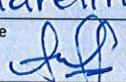
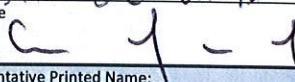
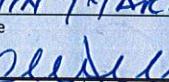
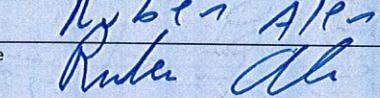
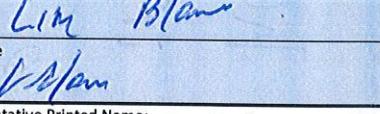
Per Section 1.8.1 Mandatory Site Visit of the bid package, it is mandatory to visit the site prior to submitting a bid for this project. In the event that a contractor could not attend the originally scheduled site visit, or if a contractor would like a follow up visit to the site, they may request an additional site visit. An additional site visit was requested and coordinated for 3/20/2024. If you already attended the site in the first scheduled meeting, it is not necessary to attend the 3/20/2024 meeting. If you have not yet visited the site and are interested in bidding on this opportunity, you are encouraged to attend tomorrow's site visit, as additional visits can only be scheduled due to staff availability and may not be guaranteed.

Questions & Answers, Part 2

Mar 20, 2024 2:45 PM EDT

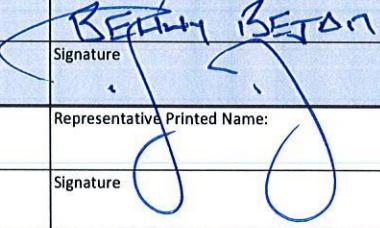
Please see an additional question that was received. The Q&A period has now closed.

PRE-BID ATTENDANCE SHEET

1)	Company Name: DAN ENTERPRISESTEAM LLC Address: 18501 Pines Boulevard Suite 357	Representative Printed Name: Andrelina Mujica Signature 	E-mail: sales1@danenterprissteam.com Phone Number: 305 427 0863
2)	Company Name: MJS Consulting Group Address: 300 Palermo Avn, Corl 6 Ables, Fr	Representative Printed Name: CESAR DE LUNA Signature 	E-mail: cesar@mjsgeneralcontractors.com Phone Number: 786-319-7635
3)	Company Name: S3S Construction, Inc Address: 7320 Griffin Rd, Ste 222, Davie	Representative Printed Name: KEVIN MACAGH Signature 	E-mail: kevin@s3sconstruction.com Phone Number: 954 801 7383
4)	Company Name: PANIZZA CONST Address: 12555 ORANGE DR #111 DAVIE, 33330	Representative Printed Name: VICENTE RODRIGUEZ Signature 	E-mail: vicente.rodriguez@panizzaconstruction.com Phone Number: 954 610-3019
5)	Company Name: Allen Construction Address: 5337 Orange Ave, Davie, FL 33331	Representative Printed Name: RUBEN ALLEN Signature 	E-mail: ruben@allenconstructiongroup.com Phone Number: 786-236-9293
6)	Company Name: Tech GroupOne Address: 8404 NW 66 St Miami	Representative Printed Name: Juan C Maggi Signature 	E-mail: contractor@techgroupone.com Phone Number: (305) 517 3040
7)	Company Name: Waypoint Contracting Inc Address: 7925 NW 12 St, Pine Fl 33128	Representative Printed Name: LIM Blane Signature 	E-mail: blane@waypointci.com Phone Number: 786-472-6735
8)	Company Name: CONSTRUCTORS BUILDERS LLC Address: 1930 N COMMERCE PKWY ST 1	Representative Printed Name: Mauricio MANG Signature 	E-mail: info@constructorsbuilders.com Phone Number: 786 424 8155

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.

PRE-BID ATTENDANCE SHEET			
1)	Company Name: <i>WSN Construction LLC</i> Address: <i>1445 SCOTLAND Rd Hialeah FL 32333</i>	Representative Printed Name: <i>Kevin Garcia</i> Signature 	E-mail: <i>Kevin.Qdirtwork.Biz</i> Phone Number: <i>850-391-8330</i>
2)	Company Name: <i>PEPER-BORRERO CONSTRUCTION LLC</i> Address: <i>2300 NW 84th ST #103, HIALEAH, FL 33016</i>	Representative Printed Name: <i>William Peper-Borrero</i> Signature 	E-mail: <i>WPB@MiamiFreshRenovations.com</i> Phone Number: <i>786 391 4372</i>
3)	Company Name: <i>BEJAR CONSTRUCTION, INC.</i> Address: <i>6326 S.W. 111th Ave</i>	Representative Printed Name: <i>REMY BEJAR</i> Signature 	E-mail: <i>BEJARCONSTRUCTION@HSL.COM</i> Phone Number: <i>786.299.1072</i>
4)	Company Name: <i>DAN ENCLER ENTERPRISES LLC</i> Address:	Representative Printed Name: Signature 	E-mail: Phone Number:
5)	Company Name: Address:	Representative Printed Name: Signature	E-mail: Phone Number:
6)	Company Name: Address:	Representative Printed Name: Signature	E-mail: Phone Number:
7)	Company Name: Address:	Representative Printed Name: Signature	E-mail: Phone Number:
8)	Company Name: Address:	Representative Printed Name: Signature	E-mail: Phone Number:

WAIVER AND RELEASE OF LIABILITY

As a participant and by signing this PRE-BID ATTENDANCE SHEET, I hereby waive, release, and indemnify the City of Pembroke Pines, its officers, agents, employees, 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.

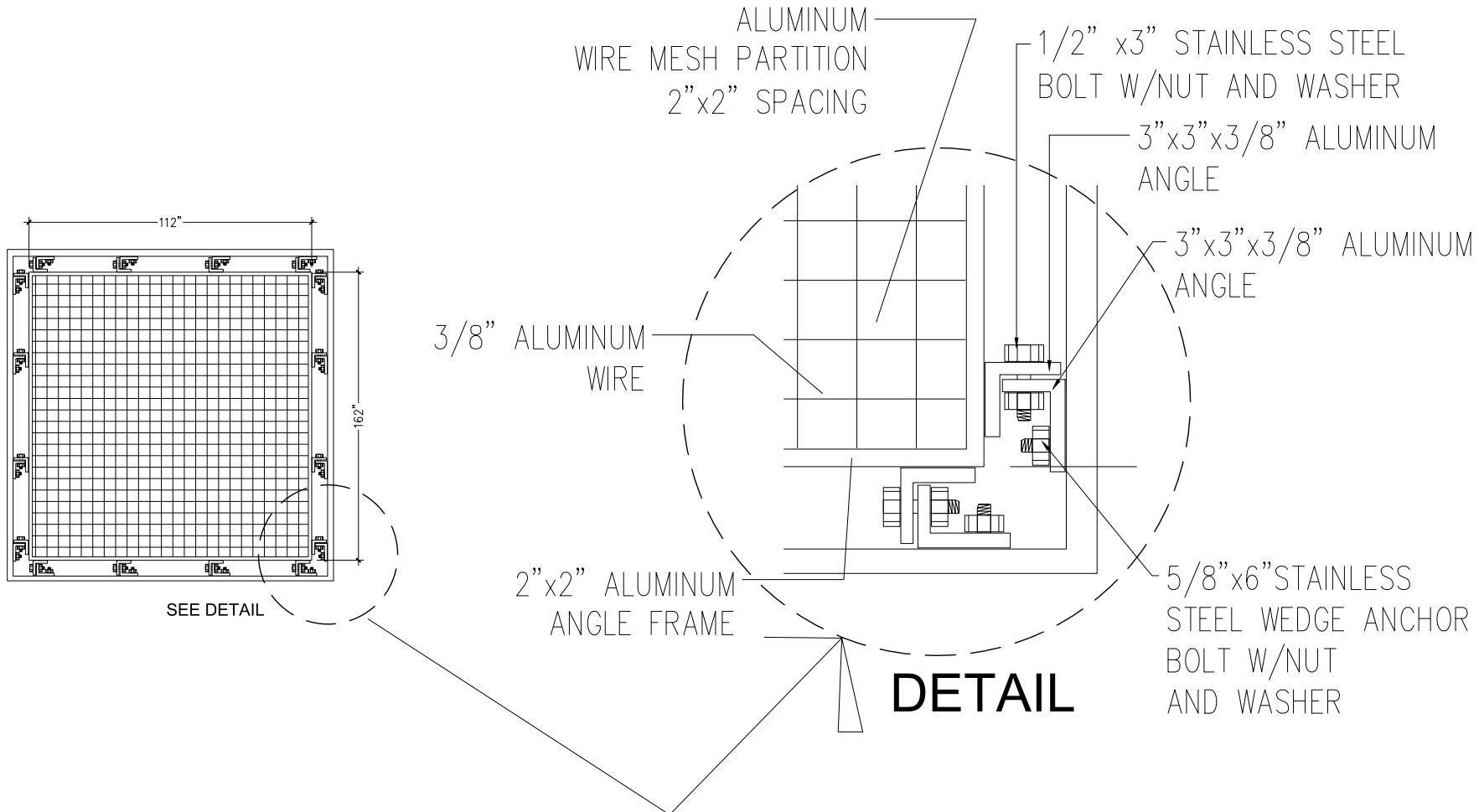


REVISIONS	BY

CENTRAL CAMPUS CHARTER SCHOOL

DRAWN	
CHECKED	
DATE	
JOB NO.	
A-1	

CENTRAL CAMPUS CHARTER SCHOOL
BUILDING E



NOTE:
CONTRACTOR TO FIELD VERIFY MEASUREMENTS.
CONTRACTOR TO PROVIDE ENGINEERED SHOP DRAWINGS.



REVISIONS BY

CENTRAL CAMPUS CHARTER SCHOOL

DRAWN

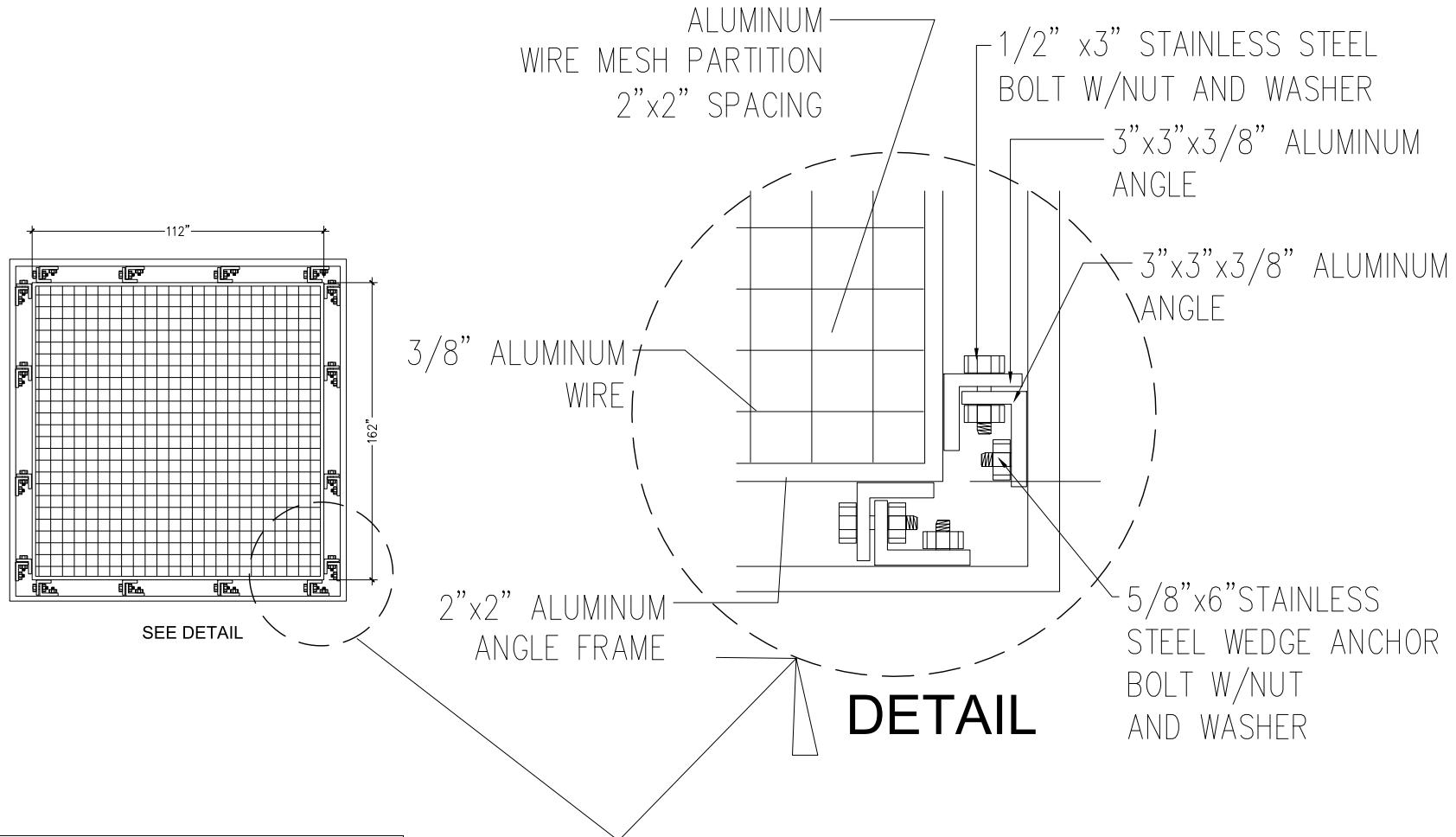
CHECKED

DATE

JOB NO.

A-1

CENTRAL CAMPUS CHARTER SCHOOL
BUILDING M

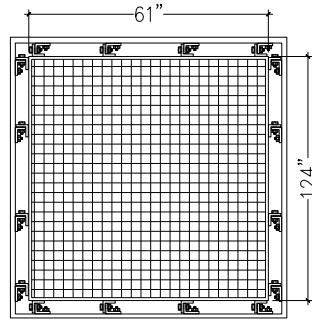


NOTE:
 CONTRACTOR TO FIELD VERIFY MEASUREMENTS.
 CONTRACTOR TO PROVIDE ENGINEERED SHOP DRAWINGS.

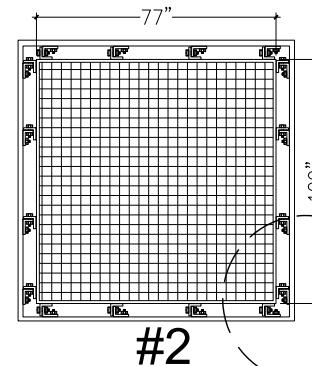


REVISIONS BY

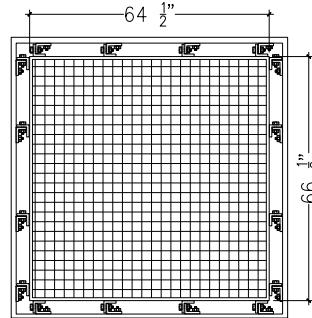
CENTRAL CAMPUS CHARTER SCHOOL
BUILDING Y



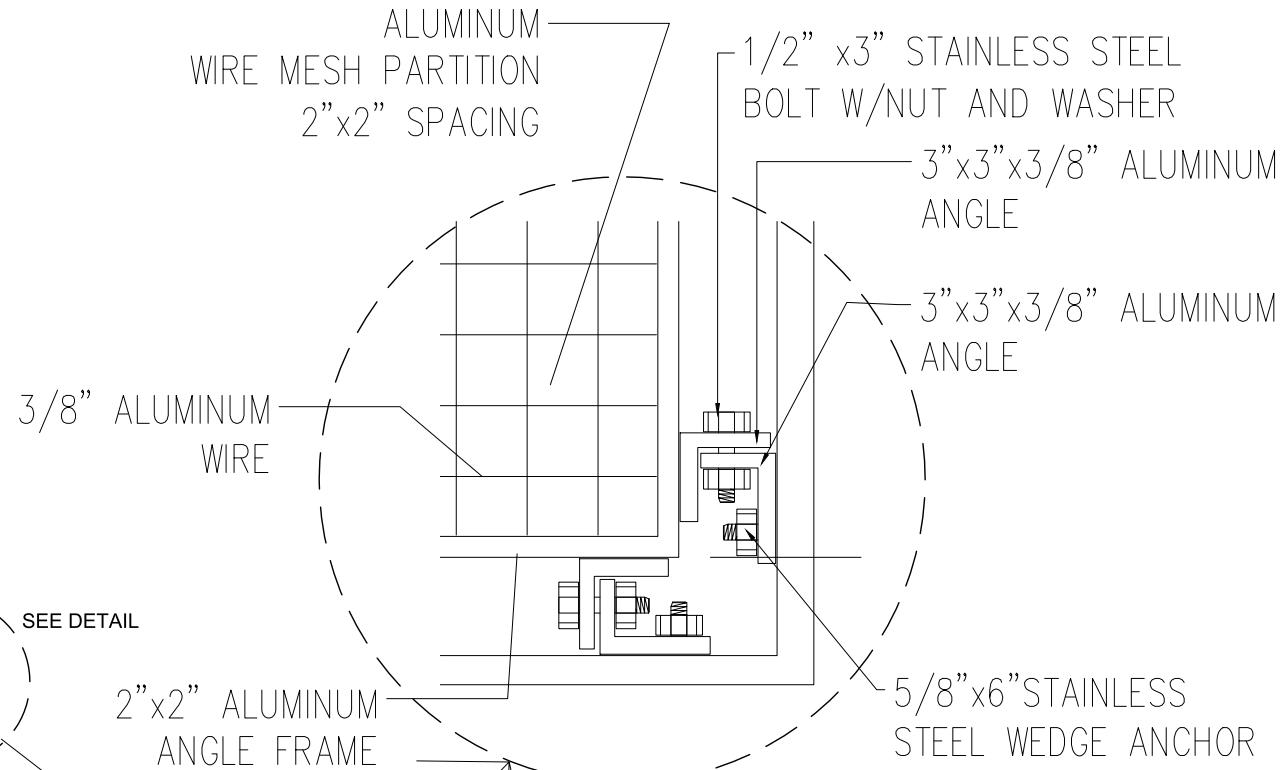
#1



#2



#3

**DETAIL**

NOTE:
 CONTRACTOR TO FIELD VERIFY MEASUREMENTS.
 CONTRACTOR TO PROVIDE ENGINEERED SHOP DRAWINGS.

CENTRAL CAMPUS CHARTER SCHOOL

DRAWN

CHECKED

DATE

JOB NO.

A-1

Questions & Answers

Question 1) The title sheet lists 8 pages of drawings, but the actual drawing package has only 7 sheets. It appears that one of the structural sheets is missing.

Answer: There are only 7 sheets in the drawing package. All the structural details are on the structural pages provided. The cover sheet listed 8 pages in error.

Question 2) According to IFB Section 1.4, the construction shall start June 12 and finish no later than August 12, 2024. This is extremely aggressive for the scope of work and the number of stairways. Would you consider extending the completion date to September 12? It is understood that the goal is to complete the project before the start of the new school year. However, if allowed, we could close one stairway at a time in the buildings that have 3 stairways. A fire watcher could also be assigned to direct traffic as needed. Please confirm.

Answer: All work must be completed by August 12, 2024.

Question 3) The plans say that the mesh will remain. Please clarify.

Answer: The existing mesh will be replaced with aluminum wire mesh, aluminum angles and stainless steel attachments. Please see the attachments for Buildings M, Y, and E for more details.

Question 4) How many total stairwells?

Answer: There are 8 total stairwells.

Six stairwells of Type 1, located in Buildings E and M.

Two stairwells of Type 2, located in Building Y.

Please note that the City is requesting pricing in two methods: A lump sum price for all 8 stairwells, and a price per stairwell type, in case the City decides to reduce the scope of work to meet budgetary constraints. See Section 1.5.1 Pricing Sheet/Bid Tables for more details.

Question 5) Please provide plans with building elevations showing quantity, sizes and details for the new aluminum wire mesh at all the stairway openings.

Answer: Please see the attached wire mesh details for Buildings M,Y, and E.

Question 6) Will the contractor be allowed to work weekends/after hours due to the tight schedule?

Answer: Yes, the contractor will be allowed to work weekends/after hours in order to comply with the timeline. The awarded contractor shall schedule all work with the City's project manager.

Questions & Answers – Part Two

Questions 1 - 6 were published on March 14, 2024.

Question 7) Since you are requesting a project substantial completion on August 12th, can we request payment for materials delivered on site before installations?

Answer: Yes, the City normally issues payments for material delivery to City property or upon work completed.