

## Senior Center Parking Lot Improvements

### Invitation for Bids # PSEN-19-05

General Information			
Project Cost Estimate	TBA	See Section 1.4	
Project Timeline	90 calendar days from NTP	See Section 1.4	
Evaluation of Proposals	Staff	See Section 1.7	
Non Mandatory Pre-Bid Meeting	2:00 p.m. on July 11, 2019 at the S.W. Focal Point Senior	See Section 1.8	
	Center, 301 NW 103 <sup>rd</sup> Avenue, Pembroke Pines FL 33029		
Question Due Date	July 25, 2019	See Section 1.8	
Proposals will be accepted until	2:00 p.m. on August 6, 2019	See Section 1.8	
5% Proposal Security / Bid Bond	Required in the event that the proposal exceeds \$200,000	See Section 4.1	
100% Payment and Performance Bonds	Required in the event that the proposal exceeds \$200,000	See Section 4.2	

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



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#### **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 # PSEN-19-05 Senior Center Parking Lot Improvements

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

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

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

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

**Proposals will be accepted until 2:00 p.m., Tuesday, August 6, 2019.** Proposals must be **submitted electronically at <u>www.BidSync.com</u>**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4<sup>th</sup> Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

#### **1.2 PURPOSE**

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to make critical modifications and improvements to the parking lot at the S.W. Focal Point Senior Center located at 301 N.W. 103<sup>rd</sup> Avenue, in accordance with the terms, conditions, and specifications contained in this solicitation.

The purpose of these modifications is to provide additional parking spaces in the parking lot, and to construct additional offsite parking spaces within NW 103<sup>rd</sup> Avenue between existing access driveways along the street frontage of the Senior Center campus.

#### **<u>1.3</u>** SCOPE OF WORK

Provide additional onsite parking through field implementation of the following or a combination of the following:

- Restriping of existing parking areas to the current city standard parking space size of 9' x 19' to gain parking spaces within a given parking area. Work to include removal and reinstallation and/or new wheel stops.
- Strategically removing interior landscape 'finger' islands to allow for construction of new parking spaces.
- Utilizing available existing landscape/green areas of sufficient area that allow for the construction of new parking spaces without adversely impacting the overall perviousness and landscape theme within the senior center campus.

#### **1.3.1 PRINCIPAL FEATURES OF THE WORK**

As illustrated on the plans, sheets C-1 and D-1:

- 1. Removal
- Concrete Curb
- Asphalt
- Pavement Markings
- Signs
- Trees
- 2. Relocation
- Signs
- Wheels Stops
- 3. Furnish & Install
- Pavement Markings (Paint)
- Wheel Stops
- Concrete Curb Type D
- Concrete Curb Type "Drop/Valley"
- Stabilized Subgrade (12")
- Limerock Base (8")
- Parking Lot Same As Curb Parking
- Asphalt (Type SP-9.5; 1.5") Curb Parking (Roadway)
- Pipe Extension/Connection (CMP/HDPE)
- 2 New Catch Basins
- 2 Catch Basin Inlets Converted To MH Covers

The following is being provided for information purposes only and MUST BE VERIFIED BY THE BIDDER. In case of a conflict, the information shown on the plans (take-off from the drawings) shall supersede the information shown below.



- 1. Working hours are limited to Monday through Friday 7:00 a.m. To 6:00 p.m. Lane closures are limited to Monday through Friday between 9:00 a.m. and 4:00 p.m. and as noted on the plans. No work is permitted on Saturday or Sunday without the permission of the city engineer or his designee.
- 2. Contractor acknowledges that they have inspected the site and that contractor is familiar with existing site conditions.
- 3. Contractor is responsible for clearing and grubbing the areas adjacent to the existing parking lot, installing 12" compacted limerock subgrade, 8" limerock base course and 1.5" asphalt surface in two lifts for parking areas and new curb parking (roadway).
- 4. All new asphalt is to be Type SP-9.5. Contractor shall adhere to the Florida Department of Transportation Hot Mix Asphalt for Local Agencies Specifications Section 334 (Revision 2-27-10; FA 8-3-10) for the roadway asphalt (SP-9.5).
- 5. No asphalt work is permitted on rain days. All asphalt work must be completed by 4:00 p.m. each day.
- 6. The Contractor is responsible for protecting, replacing, repairing, and/or restoring any driveways, mailboxes, sod, signs, landscaping, lighting, irrigation, fencing or other public and private property damaged as a result of the Contractor's work (e.g. paving, striping operations, etc.).
- 7. Asphalt is to be is to be placed in two lifts for both the parking lot and new parallel parking in roadway. The asphalt price must include mobilization, installation, all materials, all labor, tack coat, prime coat for exposed rock, asphalt preparation, and replacement of all existing traffic markings these services must be included in the total cost of the project. All exposed rock must be proof-rolled before it is paved.
- 8. Contractor is responsible for removing all grass from the edge of pavement prior to paving.
- 9. Contractor must provide proper maintenance of traffic at all times per FDOT applicable design standard indexes per work zone conditions. A flag person and an arrow board must be present on both ends of construction, and advanced warning signs must be provided per FDOT Index Series #600 when any work is being performed, lanes are being closed, or a detour is in place. The Contractor is required to submit and have approved by Broward County Traffic Engineering Division, and the City Engineer, a maintenance of traffic plan prior to starting work.
- 10. All streets must be open to traffic at all times. Contractor must provide access at all times. All access is to be properly delineated and maintained during and after each workday.



- 11. Contractor is to keep the priming and tacking equipment as close as possible to the asphalt machine to minimize the amount of exposed prime and/or tack coat. Contractor is responsible for cleaning/replacing all roads, markings, sidewalks or other property damaged by the tacking and/or priming operation.
- 12. Any asphalt areas, which are not straight and/or loose, will be removed and replaced at the Contractor's expense.
- 13. Contractor is to use extreme care not to damage pavers, concrete or decorative driveways adjacent to this project. Contractor shall repair any damage caused by this project.
- 14. Contractor is responsible for adjusting all manhole covers and water valves with ring risers after milling and prior to paving, if needed. Contractor must also seal risers with ramnek.
- 15. Contractor must clean all catch basins piping, manhole covers & valves and/or take precautions to keep basins, covers & valves free from asphalt. Contractor must install filter cloth in all catch basins within the work limits, and remove the filter cloth after the paving operation is complete.
- 16. Contractor acknowledges that they have read the liquidated damage section of the contract (section 18.1.2 of the attached contract) and are aware of the \$500 per day in liquidated damages it will be assessed if it fails to complete the project on time.
- 17. The Contractor further acknowledges that the City may hire an independent asphalt Contractor of its choice, to make temporary repairs to the roads in the event the Contractor fails to maintain paved access to the Senior Center. Contractor agrees to pay for these repairs.
- 18. The Contractor is responsible for providing proper erosion control and for properly protecting all catch basins and drainage inlets, as per F.D.E.P generic permit conditions.
- 19. Any testing needed is to be paid for and completed by the contractor. Asphalt design mix will need to be submitted to and approved by the City. At conclusion of project, Contractor to certify that design specifications have been met.
- 20. Project is lump sum. However, a schedule of values must be provided and approved by City after contract award. This will be the basis for payments.

#### **<u>1.4 PROJECT COST ESTIMATE & TIMELINE</u>**

Staff has not yet established a project cost estimate for this project. However, any cost estimates released at a later date will not include permit costs.

Please note the City will include a Permit Allowance for this project, **therefore proposers should not include permit costs in their total proposal price.** 



The work shall be completed within 90 calendar days from issuance of City's Notice to Proceed.

#### 1.4.1 PERMITS

The City anticipates this project to require the following permits:

Permit	Agency	Cost (or related method of calculation)
Engineering	City of Pembroke Pines Engineering Department	4.9136% of construction costs

#### **<u>1.4.2 PERMIT ALLOWANCE</u>**

The City shall include a "Permit Allowance" for this project. The Contractor shall obtain all required permits to complete the work, however the City shall utilize the Permit Allowance 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 allowance at time of award. The allowance 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 Permit Allowance funds that have not been utilized at the end of the project will remain with the City, if the City Permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of City Permit Fees required for project completion.

#### **1.5 PROPOSAL REQUIREMENTS**

The following documents will need to be completed, scanned and submitted through <u>www.bidsync.com</u> as part of the bidder's submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

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

a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.



- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- e. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- f. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

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

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

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

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

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

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



- b. Contingency is not to be counted in the total amount the proposal security is based on.
- c. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync.
- d. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive.
- e. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked **"BID SECURITY IFB # PSEN-19-05, Senior Center Parking Lot Improvements"** 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 RFP for additional information.

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

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

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

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

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

#### **1.6.1 Vendor Information Form**

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



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

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

#### **1.6.4 Local Vendor Preference Certification**

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

#### **1.6.5** Local Business Tax Receipts

#### **1.6.6 Veteran Owned Small Business Preference Certification**

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

#### **1.6.7 Equal Benefits Certification Form**

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

#### **1.6.9 Scrutinized Company Certification**

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

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

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

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	June 25, 2019
Non-Mandatory Pre-Bid Meeting	2:00 p.m. on July 11, 2019
Question Due Date	July 25, 2019
Anticipated Date of Issuance for the	July 29, 2019
Addenda with Questions and Answers	
Proposals will be accepted until	2:00 p.m. on August 6, 2019
Proposals will be opened at	2:30 p.m. on August 6, 2019
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to	TBD
City Commission award	
Issuance of Notice to Proceed	TBD
Project Commencement	Not later than 10 days after NTP
Project Completion	90 days after NTP

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

There will be a non-mandatory scheduled pre-bid meeting on **July 11, 2019 at 2:00 p.m.** Meeting location will be at the S.W. Focal Point Senior Center, 301 NW 103rd Avenue, Pembroke Pines FL 33029.

#### **1.9 SUBMISSION REQUIREMENTS**

## Bids/proposals <u>must be submitted electronically</u> at <u>www.bidsync.com</u> on or before 2:00 p.m. on August 6, 2019.

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

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

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



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

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked **"BID SECURITY - IFB # PSEN-19-05, Senior Center Parking Lot Improvements"** and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

#### **1.10 FREQUENTLY ASKED QUESTIONS (FAQs)**

#### **1.10.1 GENERAL QUESTIONS**

Question # 1	Does the city have any soil boring within the extended parking lot limits and existing pavement areas?
Answer	No.

Question # 2	Please indicate required what is expected for testing, quantity and types.
Answer	Subgrade testing per plan sheet paving installation specification, 1 per 15,000 sq feet.

Question # 3	Will the city be providing quantities?
Answer	No.



#### **SECTION 2 - INSURANCE REQUIREMENTS**

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 attorney's 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.

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 his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

**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.

Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

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, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) 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 not 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.

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.



#### 2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. 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 (mostly for construction or equipment sold to the CITY)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

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

- B. 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 his 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.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

**C. AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned 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
- 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 ISO pollution liabilitybroadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

- **D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. ENVIRONMENTAL/POLLUTION LIABILITY shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. CYBER LIABILITY including Network Security and Privacy Liability when applicable, 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. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- **G. CRIME COVERAGE** when applicable, 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 the City's premises, a third-party fidelity coverage extension shall apply.
- H. BUILDER'S RISK INSURANCE shall be "All Risk" for one hundred percent (100%) of the completed value of the project 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.

I. SEXUAL ABUSE may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

#### 2.2 REQUIRED ENDORSEMENTS

- 1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability polices required herein
- 2. Waiver of all Rights of Subrogation against the CITY
- 3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 4. CONTRACTOR's policies shall be Primary & Non-Contributory
- 5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 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.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any 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 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.

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 Contract.

# SECTION 3 - GENERAL TERMS & CONDITIONS

### 3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

#### 3.2 CONFLICT OF INSTRUCTIONS

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

#### 3.3 ADDENDA or ADDENDUM

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

### 3.4 INTERPRETATIONS AND QUESTIONS

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

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

For all other questions related to this solicitation, please contact the Purchasing Division at <u>purchasing@ppines.com</u>.

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

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



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

#### 3.6 WARRANTIES FOR USAGE

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

#### 3.7 BRAND NAMES

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

#### 3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

#### 3.9 SAMPLES

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

#### 3.10 DEVELOPMENT COSTS

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

#### 3.11 PRICING

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

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

#### 3.12 DELIVERY POINT

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

#### 3.13 TAX EXEMPT STATUS

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

#### 3.14 CONTRACT TIME

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



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

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

#### 3.15 COPYRIGHT OR PATENT RIGHTS

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

#### 3.16 PUBLIC ENTITY CRIMES

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

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

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

#### 3.17 CONFLICT OF INTEREST

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

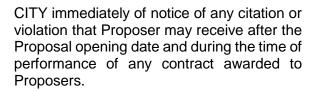
#### 3.18 FACILITIES

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

#### 3.19 ENVIRONMENTAL REGULATIONS

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





#### 3.20 SIGNATURE REQUIRED

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

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

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

#### 3.21 MANUFACTURER'S CERTIFICATION

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

#### 3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

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

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

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

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

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

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



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

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

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

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

#### 3.25 **BID PROTEST**

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

#### 3.26 **INDEMNIFICATION**

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

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

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

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

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

#### 3.27 **DEFAULT PROVISION**



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

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

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

#### 3.28 ACCEPTANCE OF MATERIAL

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

#### 3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

#### 3.30 SCRUTINIZED COMPANIES LIST

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

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

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

2. Is engaged in business operations in Syria.

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

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

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

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

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

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

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



# SECTION 4 - SPECIAL TERMS & CONDITIONS

#### 4.1 PROPOSAL SECURITY

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

Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked **"BID SECURITY - PSEN-19-05, Senior Center Parking Lot Improvements"** and sent to the:

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

**Successful Proposer:** The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited. Three Lowest Proposers: The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal.

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

#### 4.2 PAYMENT AND PERFORMANCE BONDS

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



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

#### B+ to A+

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

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

#### 4.3 OWNER'S CONTINGENCY

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

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

If construction, alternation or repair of public buildings or public works project is <u>funded or</u> <u>assisted under one or more Federal</u> <u>statute</u>, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to



be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself. Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through guarantees, grants. loans, loan and These "related Acts" involve insurance. construction in such areas as transportation, housing, air and water pollution reduction. Davis-Bacon and health. wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

#### 4.6 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.

#### 4.7 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 sold waste franchise agreement and must contract Waste Pro of Florida, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

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

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

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

#### 4.8 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

#### B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

#### C. FEDERAL CLEAN AIR AND WATER ACTS



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

#### D. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

#### E. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in anv subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### F. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or

requirements regarding the Buy American Act. (42 U.S.C 5206 - ex-tended until 2023).

#### G. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a



provision requiring such compliance in its lower tier covered transactions.

#### H. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification material is а representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### I. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for



employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

#### J. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and

minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.



#### **CONTACT INFORMATION FORM**

IN ACCORDANCE WITH "**PSEN-19-05**" titled "Senior Center Parking Lot Improvements" attached hereto as a part hereof, the undersigned submits the following:

#### A) Contact Information

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

#### **COMPANY INFORMATION:**

COMPANY:	
STREET ADDRESS:	
CITY, STATE & ZIP CODE:	

#### PRIMARY CONTACT FOR THE PROJECT:

NAME:	TITLE:	
E-MAIL:		
TELEPHONE:	FAX:	

#### **AUTHORIZED APPROVER:**

NAME:	TITLE:	
E-MAIL:		
TELEPHONE:	FAX:	
SIGNATURE:		

#### **<u>B) Proposal Checklist</u>**

Are all materials, freight, labor and warranties included?	Yes

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

Attachment A - Contact Information Form	Yes
Attachment B - Non-Collusive Affidavit	Yes
Attachment C - Proposer's Completed Qualification Statement	Yes
Attachment F - References Form	Yes

Attachment G - Mandatory Pre-Bid Meeting Form	Yes
Does your proposal exceed \$200,000 for this construction project? If so, please include a Proposal Security (Bid Bond or Cashier's Check) along with a separate line item to provide a Payment and Performance Bond. (See Bid Package for details)	Yes

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

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

### <u>C) Sample Proposal Form</u>

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

Item #	Item Description	Total Cost
1)	Project Cost	Price to be Submitted
		Via BidSync
2)	Additional Cost to provide a Payment & Performance	To be Submitted Via
	Bond in the form of a percentage of the total contract	BidSync
	amount	





#### **NON-COLLUSIVE AFFIDAVIT**

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

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

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

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

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

Printed Name/Signature

Title

Name of Company



#### **PROPOSER'S QUALIFICATIONS STATEMENT**

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

PROPOSER'S Name and Principal Address:	_
PROPOSER'S License Number:	
(Please attach certificate of status, competency, and/or st	ate registration.)
Number of years your organization has been in business	
State the number of years your firm has been in business under your	present business name
State the number of years your firm has been in business i	n the work specific to this solicitation
Names and titles of all officers, partners or individuals doing busines	ss under trade name:

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

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

At what address was that business located?

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

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

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

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

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

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

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

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

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

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

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

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

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

(Company Name)

(Printed Name/Signature)

# Attachment D

				<b>–</b> 1	DATE (MM/DD[YY)
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			INSURERS	AFFORDING COVERA	GE
	NY NAME HERE	INSURER A: INSURER B, INSURER C, INSURER D, INSURER E,	Com	panies providir	ig coverage
COVERAGES		INSURER E,			
ANY REQUIREMENT TERM OR CONE MAY PERTAIN THE INSURANCE AFFC	DELOW HAVE BEEN ISSUED TO THE IN DITION OF ANY CONTRACT OR OTHER WRDED BY THE POLICIES DESCRIBED H IN MAY HAVE BEEN REDUCED BY PAID	DOCUMENT WIT	H RESPECT TO WH	HICH THIS CERTIFICATE	MAY BE ISSUED OR
NSR LTR TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIM	ITS
GENERAL LIABILITY				EACH OCCURRENCE	\$
COMMERCIAL GENERAL LIABILITY	Must Include G	eneral Lia	ability	FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY	\$ \$ \$
GEN'L AGGREGATE LIMIT APPLIES PER:			<b>y</b>	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$
policy project loc					
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ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY:	
EXCESS LIABILITY OCCUR CLAIMS MADE				AGG EACH OCCURRENCE AGGREGATE	\$ \$ \$
					\$
RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS ER E.L. EACH ACCIDENT	\$
				E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	
OTHER					
ESCRIPTION OF OPERATIONS/LOCATIONSIVE	Certificate mus	st contain v	vording sim	ilar to what app	ears below
"THE CERTIFICATE HOL	DER IS NAMED AS ADDITIO	NALLY INSU	RED WITH RE	GARD TO GENERA	AL LIABILITY"
		04110-111			
City of Pembroke Pines		CANCELLA SHOULD ANY O		BED POLICIES BE CANCELLED	
601 City Center Way	City Must B	e Named	as Certific		<u>30</u> DAYS WRITTEN
Pembroke Pines FL 33	025	AUTHORIZED RE	PRESENTATIVE		
ACORD 25-S (7/97)					

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#### **CONSTRUCTION AGREEMENT**

THIS IS AN AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, «Contract\_Signature\_Year», 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», authorized to do business in the State of Florida, 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:

#### 

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»**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") 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 **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by 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 on the job site 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.



#### ARTICLE 3 <u>TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION</u>

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 **«Number\_of\_Calendar\_Days\_from\_NTP\_to\_Comm»** from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final permit.

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, he 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 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. <u>It is hereby</u> <u>understood and agreed that the vendor shall not expend any dollars in connection with the</u> <u>Owner's Contingency or Allowance without the expressed prior approval of the City's</u> <u>authorized representative</u>. Any Owner's Contingency funds or allowance 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 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 Florida 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 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 Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or contractors 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 will 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 in a separate written agreement executed by the parties hereto.

#### ARTICLE 8 INDEMNIFICATION

8.1 Pursuant to 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.

8.2 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.

8.3 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.

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

#### ARTICLE 9 INSURANCE

9.1 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 attorney's 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.

9.2 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 his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

9.3 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.

9.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

9.5 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, then in that event, 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 not 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.

#### 9.6 REQUIRED INSURANCE

9.6.1 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 two (2) years after the final payment under this contract.

# The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

9.6.2 Worker's 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 his 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.

9.6.3 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:

- Any Auto (Symbol 1) Combined Single Limit (Each Accident) - \$1,000,000
   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
- 9.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.
- 9.6.5 Sexual Abuse may not be excluded from any policy.

#### 9.7 REQUIRED ENDORSEMENTS



- 9.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 9.7.2 Waiver of all Rights of Subrogation against the CITY
- 9.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 9.7.4 CONTRACTORs' policies shall be Primary & Non-Contributory
- 9.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 9.7.6 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.

9.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

9.9 Any 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.

9.10 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 Contract.

#### ARTICLE 10 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither CONTRACTOR nor its subcontractors 10.1 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 Such actions must include, but not be limited to, the following: disability if qualified. 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 he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

#### ARTICLE 11

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### **INDEPENDENT CONTRACTOR**

11.1 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 12 TERMINATION

12.1 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **«Termination\_for\_Convenience»** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

12.2 *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 13 UNCONTROLLABLE FORCES

13.1 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.

13.2 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 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 <u>VENUE</u>

15.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

#### ARTICLE 16 <u>SIGNATORY AUTHORITY</u>

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

#### ARTICLE 17 MERGER; AMENDMENT

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

#### ARTICLE 18 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, **«Liquidated\_Damages\_Per\_Day\_Written»** (**«Liquidated\_Damages\_Per\_Day\_Numerical»**) 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 <u>Correction of Work</u>. 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 assets, or for CONTRACTOR's assets, or for CONTRACTOR's assets, or for CONTRACTOR's assets, or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's assets, or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's assets, assets, assets, or for CONTRACTOR's assets, or for CONTRACTOR's assets, assets, assets, assets, assets, or for CONTRACTOR's assets, asset

18.3 **<u>Remedies in Default</u>**. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. 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.

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 CITY.

18.3.2. CITY may complete the Agreement, or any part thereof, either by day labor or reletting 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 Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

#### ARTICLE 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 DISPUTE RESOLUTION

20.1 <u>Arbitration</u>. 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.

#### 20.2 **Operations During Dispute.**

20.2.1 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.

20.2.2 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 21 PUBLIC RECORDS

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

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

21.1.2 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;

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

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

21.2 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**.

# 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

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

#### ARTICLE 22 MISCELLANEOUS

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

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

22.3 <u>**Records.**</u> 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.

22.4 <u>Assignments: Amendments</u>. 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.

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

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

CITY	Charles F. Dodge, Cit City of Pembroke Pin 601 City Center Way Pembroke Pines, Flor Telephone No.	es ida 33025
Сору То:	Samuel S. Goren, City Goren, Cherof, Dood 3099 East Commercia Fort Lauderdale, Flori Telephone No. Facsimile No.	y & Ezrol, P.A. al Boulevard, Suite 200 ida 33308 (954) 771-4500
Contractor	Cell phone No:	_ine_1»

22.7 <u>Binding Authority</u>. 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.

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



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

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

22.11 **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.

22.12 <u>Waiver</u>. 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 constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

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

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

22.15 <u>Counterparts and Execution</u>. 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.

22.16 <u>Scrutinized Companies</u>. 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 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 any agency or local governmental entity for goods or services if:

22.16.1 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 s. 215.4725 or is engaged in a boycott of Israel; or



22.16.2 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:

22.16.2.1 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 s. 215.473; or

22.16.2.2 Is engaged in business operations in Syria.

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**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

MARLENE D. GRAHAM, CITY CLERK

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

APPROVED AS TO FORM:

ATTEST:

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»**, 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»** 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 \_\_\_\_\_, «Contract\_Signature\_Year».

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

#### **REFERENCES FORM**

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

#### **Reference Contact Information:**

Name of Firm, City, County or Ag	gency:
Address:	
City/State/Zip:	
Contact Name:	Title:
E-Mail Address:	
Telephone:	Fax:
<b>Project Information:</b>	
Name of Contractor Performing th	ne work:
Name and location of the project:	
Nature of the firm's responsibility	on the project:
Project duration:	Completion (Anticipated) Date:
Size of project:	Cost of project:
Work for which staff was response	ible:
Contract Type:	
The results/deliverables of the pro-	ject:

#### **Reference Contact Information:**

Name of Firm, City, County or Agency:
Address:
City/State/Zip:
Contact Name: Title:
E-Mail Address:
Telephone: Fax:
Project Information:
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The results/deliverables of the project:

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Name and location of the project:
Nature of the firm's responsibility on the project:
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Size of project: Cost of project:
Work for which staff was responsible:
Contract Type:
The results/deliverables of the project:

#### **Reference Contact Information:**

Name of Firm, City, County or Agency:	
Address:	
City/State/Zip:	
Contact Name:	Title:
E-Mail Address:	
Telephone: Fax:	
Project Information:	
Name of Contractor Performing the work:	
Name and location of the project:	
Nature of the firm's responsibility on the project:	
Project duration: Completion (Anti-	cipated) Date:
Size of project: Cost of p	project:
Work for which staff was responsible:	
	//
Contract Type:	
The results/deliverables of the project:	

# FINAL/PARTIAL RELEASE OF LIEN

## KNOW ALL MEN BY THESE PRESENTS:

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

#### **City of Pembroke Pines**

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

[Description] PO #: [PO #]

Invoice #: [Invoice #]

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

Witnesses:			NTRACTOR ME OF CONTRACTOR]	
	BY:			
	Prin	t Name: _		
Print Name	Title	2:		
Print Name				
STATE OF FLORIDA				
COUNTY OF BROWAL	) ss: RD )			
ON THIS	day of	_, 20	, before me, the undersigned	notary public
personally appeared	[Contractor's Representative]	as	[Job Title]	of
[Name of Contracto	r]	, perso	onally known to me, or who has	s produced
	as identification nowledged that (s)he executed the			
IN WITNESS	WHEREOF, I hereunto set my ha	and and o	fficial seal.	

NOTARY PUBLIC

Print or Type Name

My Commission Expires:



# CITY OF PEMBROKE PINES S.W. FOCAL POINT SENIOR CENTER 301 N.W. 103RD AVENUE PEMBROKE PINES FL 33029

# PARKING MODIFICATIONS AND IMPROVEMENTS





(N.T.S.)

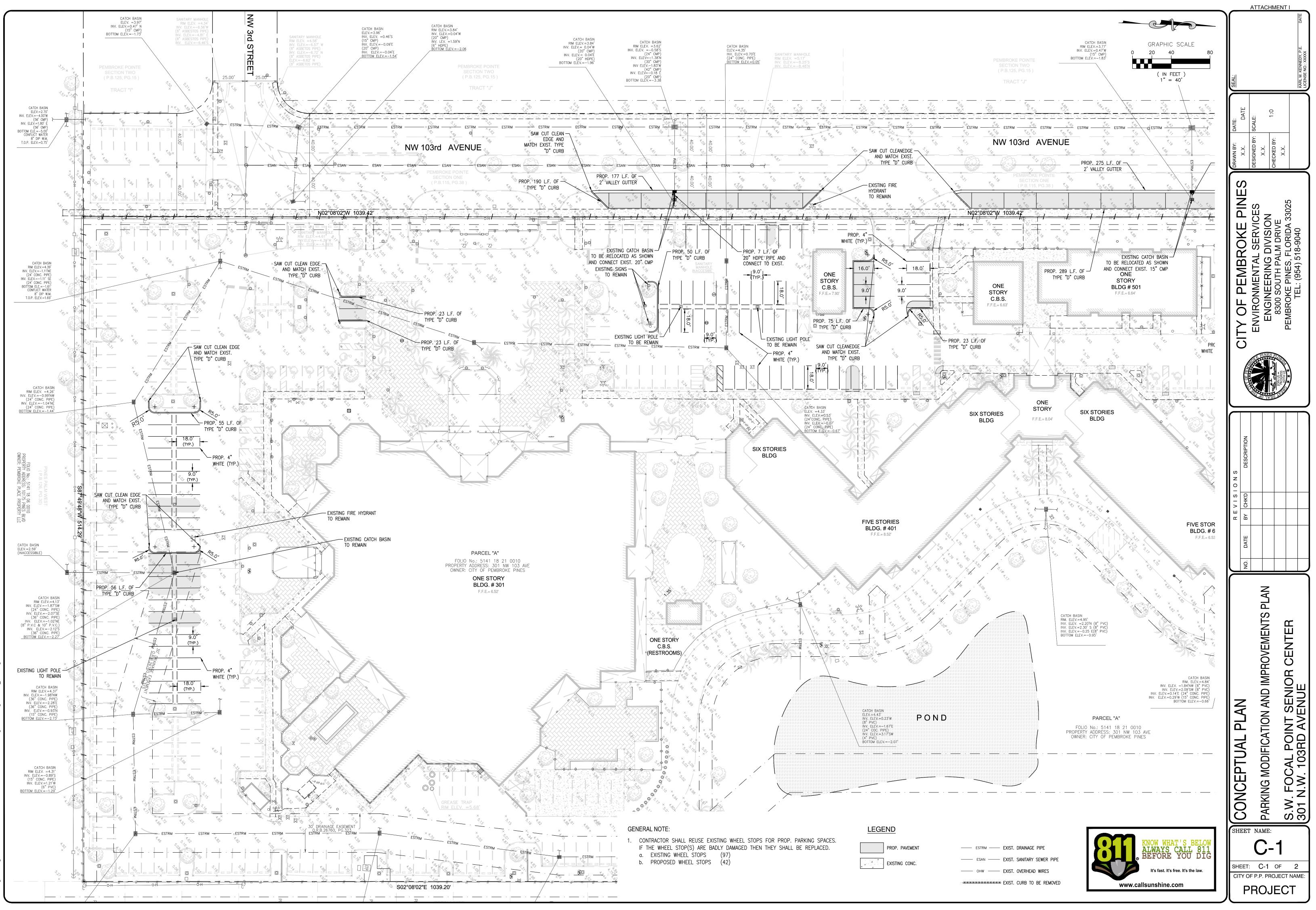
# **GENERAL PROJECT SCOPE OF WORK:**

PROVIDE ADDITIONAL ONSITE PARKING THROUGH FIELD IMPLEMENTATION OF THE FOLLOWING OR A COMBINATION OF THE FOLLOWING:

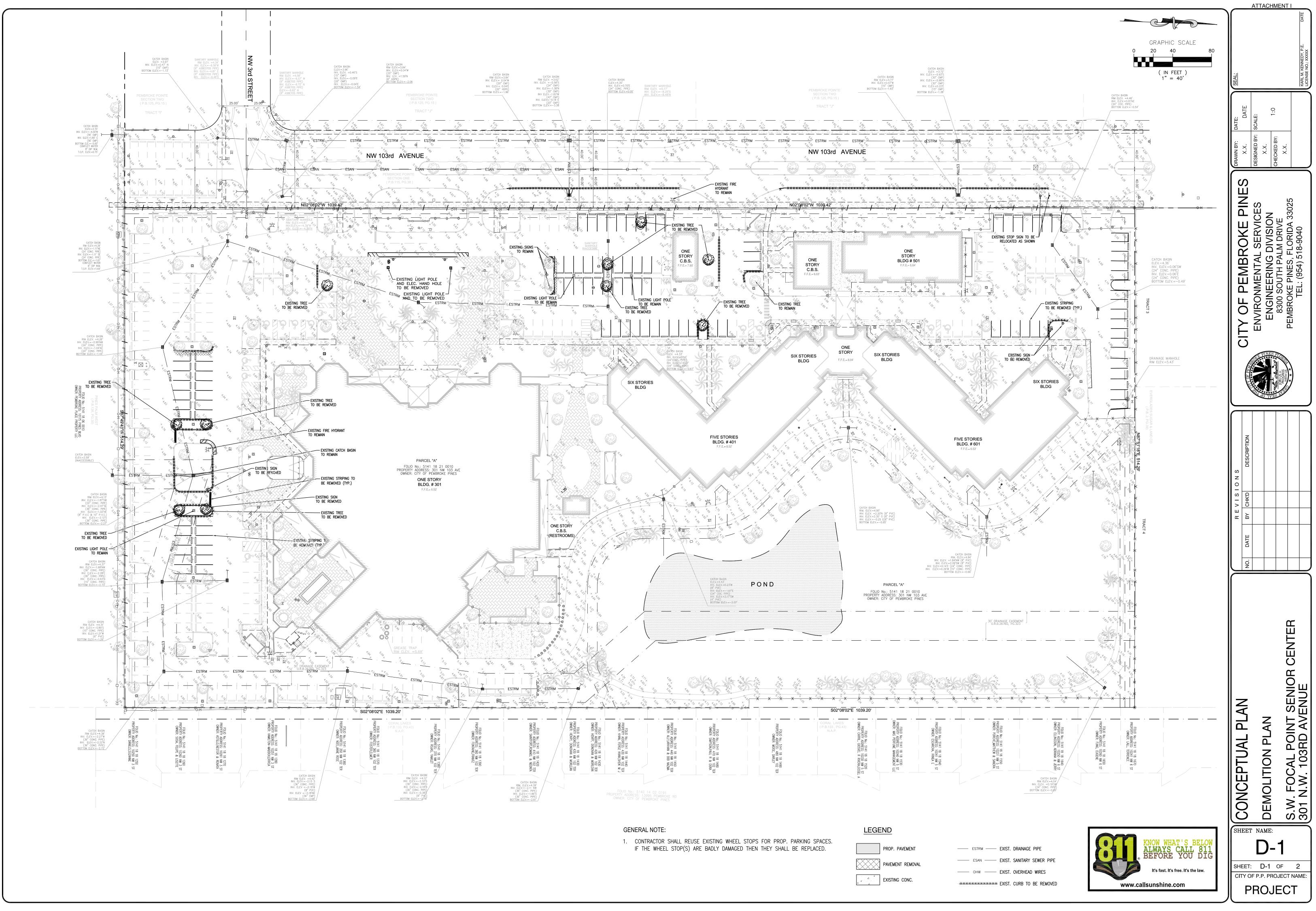
- RESTRIPING OF EXISTING PARKING AREAS TO THE CURRENT CITY STANDARD PARKING SPACE SIZE OF 9' X 19' TO GAIN PARKING SPACES WITHIN A GIVEN PARKING AREA.
- STRATEGICALLY REMOVING INTERIOR LANDSCAPE 'FINGER' ISLANDS TO ALLOW FOR CONSTRUCTION OF NEW PARKING SPACES.
- UTILIZING AVAILABLE EXISTING LANDSCAPE/GREEN AREAS OF SUFFICIENT AREA THAT ALLOW FOR THE CONSTRUCTION OF NEW PARKING SPACES WITHOUT ADVERSELY IMPACTING THE OVERALL PERVIOUSNESS AND LANDSCAPE THEME WITHIN THE SENIOR CENTER CAMPUS.

CONSTRUCT OFFSITE PARALLEL PARKING WITHIN NW 103RD AVENUE BETWEEN EXISTING ACCESS DRIVEWAYS ALONG THE 'STREET FRONTAGE' OF THE SENIOR CENTER CAMPUS.

)[	DRAW	ING INDEX	
		CIVIL	
G-1	COVER SHEET		
D-1	DEMOLITION PLAN		
C-1	PARKING MODIFICATION	S AND IMPROVEMENTS PLAN	
	NO. DATE BY	I S I O N S DESCRIPTION	
			]
JOIN USE WITH	ENVIR	<b>PEMBROKE P</b> ONMENTAL SERVICE	
8300 SO	UTH PALM DRIVE - PEM	BROKE PINES, FL 33025 (9	954) 518-9040
	PEMBROKE PI	NES COMMISSIO	N
	FRANK C. ORTIS JAY D. SCHWARTZ THOMAS GOOD, JR.	MAYOR VICE MAYOR - D DISTRICT 1	ISTRICT 2
	IRIS A. SIPLE ANGELO CASTILLO CHARLES F. DODGE	DISTRICT 3 DISTRICT 4 CITY MANAGER	
		PROJECT MANAGER:	
		JOHN L. ENGLAND, P.E. P.E. LICENSE NO. 48079	
DATE: MAY 20 CAD FILE: CO	VER SHEET, G-1		
		REATION CENTER PARKING LOT MODIFIC	CATIONS
	CONCEPT	JAL PLANS	



ngineering/Pembroke Pines Senior - Recreation Center/Design Drawings/FPSC C1.dwc



General Decision Number: FL190160 01/04/2019 FL160

Superseded General Decision Number: FL20180203

State: Florida

Construction Type: Highway

County: Broward County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/04/2019	

\* SUFL2013-021 08/19/2013

	Rates	Fringes
CARPENTER	\$ 16.05	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.	\$ 15.31	0.00
ELECTRICIAN	\$ 22.15	0.00
FENCE ERECTOR	\$ 12.82	0.00

HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)\$ 15.75	0.00
HIGHWAY/PARKING LOT STRIPING: Painter\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)\$ 11.94	0.00
INSTALLER - GUARDRAIL\$ 12.37	0.00
IRONWORKER, ORNAMENTAL\$ 13.48	0.00
IRONWORKER, REINFORCING\$ 16.84	0.00
IRONWORKER, STRUCTURAL\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper)\$ 11.57	0.00
	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor\$ 11.84	0.00
LABORER: Common or General\$ 10.76	0.00
LABORER: Flagger\$ 12.53	0.00
LABORER: Grade Checker\$ 12.41	0.00
LABORER: Landscape & Irrigation\$ 9.12	0.00
LABORER: Mason Tender - Cement/Concrete\$ 13.91	3.50
LABORER: Pipelayer\$ 14.61	0.00
OPERATOR: Backhoe/Excavator/Trackhoe\$ 15.43	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader\$ 12.88	0.00
OPERATOR: Boom\$ 18.50	0.00
OPERATOR: Boring Machine\$ 17.33	0.00
OPERATOR: Broom/Sweeper\$ 13.41	0.00
OPERATOR: Bulldozer\$ 17.07	0.00
OPERATOR: Concrete Finishing Machine\$ 15.44	0.00

OPERATOR:	Concrete Saw\$ 13.76	0.00
OPERATOR:	Crane\$ 19.14	0.00
OPERATOR:	Curb Machine\$ 21.33	0.00
OPERATOR:	Distributor\$ 13.13	0.00
OPERATOR:	Drill\$ 14.78	0.00
OPERATOR:	Forklift\$ 16.32	0.00
OPERATOR:	Gradall\$ 14.71	0.00
OPERATOR:	Grader/Blade\$ 18.98	0.00
OPERATOR:	Loader\$ 13.84	0.00
OPERATOR:	Mechanic\$ 18.03	0.00
OPERATOR:	Milling Machine\$ 14.89	0.00
OPERATOR:	Oiler\$ 16.32	0.00
OPERATOR: Aggregate,	Paver (Asphalt, and Concrete)\$ 14.34	0.00
OPERATOR:	Piledriver\$ 17.23	0.00
OPERATOR: (Guardrail	Post Driver /Fences)\$ 13.71	0.00
OPERATOR:	Roller\$ 13.10	0.00
OPERATOR:	Scraper\$ 12.01	0.00
OPERATOR:	Screed\$ 14.85	0.00
OPERATOR:	Tractor\$ 12.62	0.00
OPERATOR:	Trencher\$ 14.58	0.00
PAINTER:	Spray\$ 16.52	0.00
SIGN ERECT	OR\$ 14.23	0.00
	GNALIZATION: gnal Installation\$ 14.74	0.00
	ER: Distributor \$ 14.96	2.17
TRUCK DRIV	ER: Dump Truck\$ 11.71	0.00
TRUCK DRIV	ER: Flatbed Truck\$ 14.28	0.00
TRUCK DRIV	ER: Lowboy Truck\$ 14.06	0.00

#### ATTACHMENT J

TRUCK DRIVER:	Slurry Truck\$ 11.96	0.00
TRUCK DRIVER:	Vactor Truck\$ 14.21	0.00
TRUCK DRIVER:	Water Truck\$ 13.22	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

#### \_\_\_\_\_

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_

END OF GENERAL DECISION



# CITY OF PEMBROKE PINES S.W. FOCAL POINT SENIOR CENTER PARKING MODIFICATIONS AND IMPROVEMENTS

301 N.W. 103RD AVENUE PEMBROKE PINES, FLORIDA 33029





# JULY 2019

# LOCATION MAP

(N.T.S.)

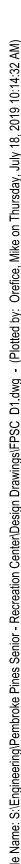
# **GENERAL PROJECT SCOPE OF WORK:**

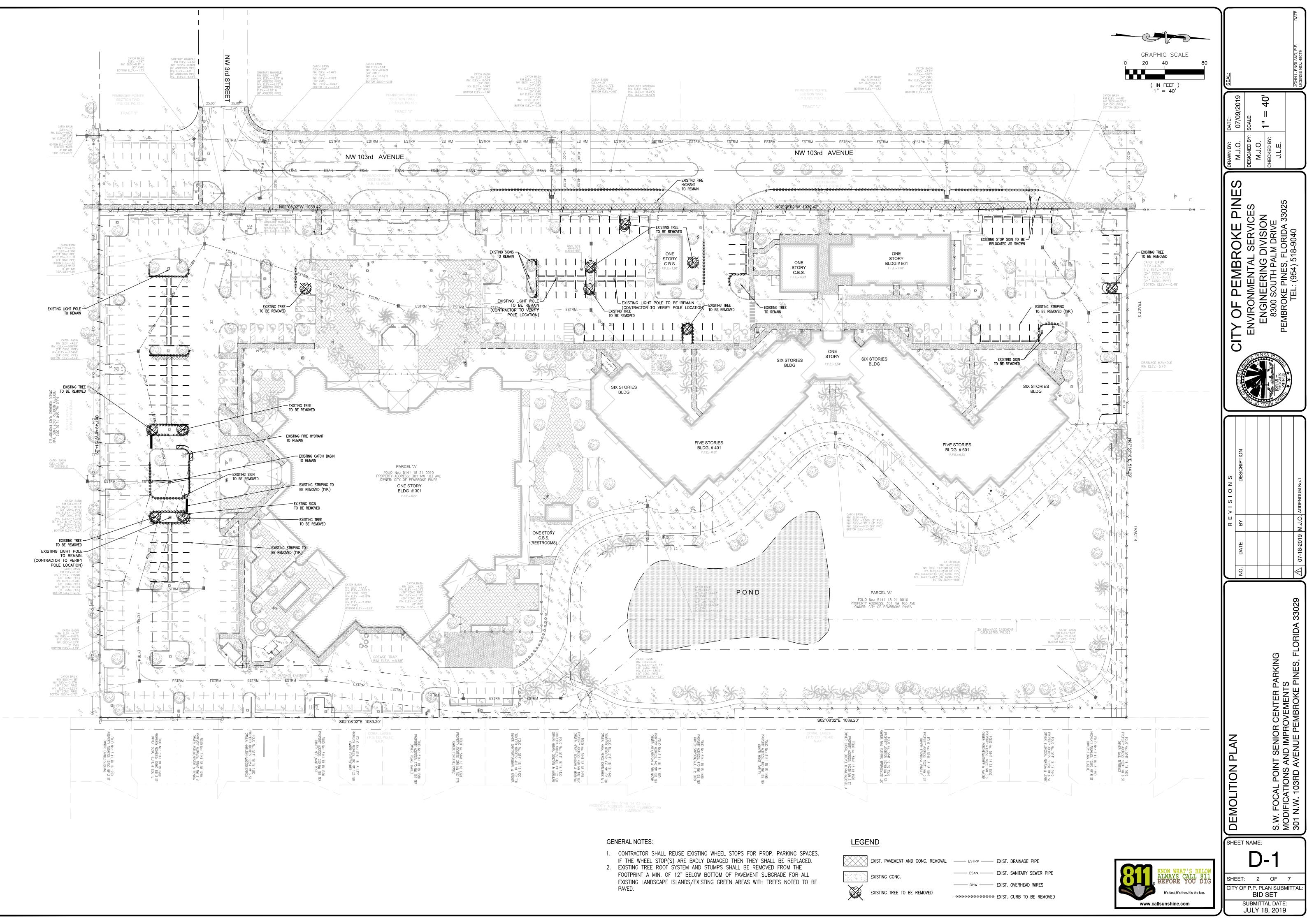
PROVIDE ADDITIONAL ONSITE PARKING THROUGH FIELD IMPLEMENTATION OF THE FOLLOWING OR A COMBINATION OF THE FOLLOWING:

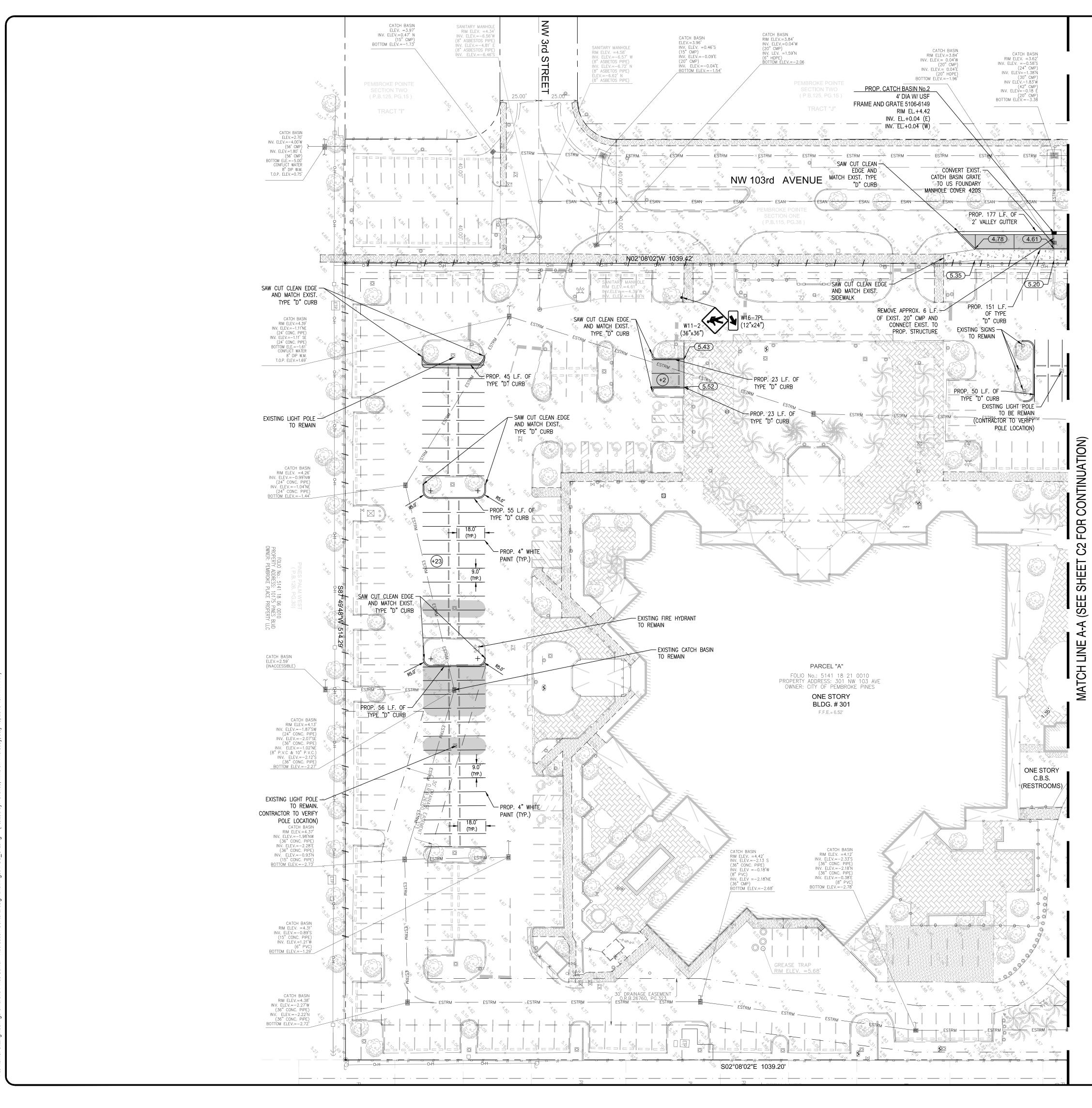
- RESTRIPING OF EXISTING PARKING AREAS TO THE CURRENT CITY STANDARD PARKING SPACE SIZE OF 9' X 19' TO GAIN PARKING SPACES WITHIN A GIVEN PARKING AREA
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CONSTRUCT OFFSITE PARALLEL PARKING WITHIN NW 103RD AVENUE BETWEEN EXISTING ACCESS DRIVEWAYS ALONG THE 'STREET FRONTAGE' OF THE SENIOR CENTER CAMPUS.

$\int$	DRAWI	NG INDEX
	(	CIVIL
G-1	COVER SHEET	
D-1	DEMOLITION PLAN	
C-1	PAVING GRADING AND DF	AINAGE PLAN
C-2	PAVING GRADING AND DF	
C-3	PAVING GRADING AND DF	
C-4 C-5	STORMWATER POLLUTION	
C-5 C-6	PAVEMENT MARKING AND GENERAL NOTES AND SP	
0-0	GENERAL NOTES AND SP	EGIFICATIONS
	REV	ISIONS
NO. DATE	BY DESCRIPTION	
(1) 07/18/19	9 M.J.O. ADDENDUM No. 1	
JOIN USE THESE WITH	ENVIRC	PEMBROKE PINES ONMENTAL SERVICES NEERING DIVISION
8300 SO		ROKE PINES, FL 33025 (954) 518-9040
	PEMBROKE PIN	<b>IES COMMISSION</b>
	FRANK C. ORTIS	MAYOR
	JAY D. SCHWARTZ	VICE MAYOR - DISTRICT 2
	THOMAS GOOD, JR.	DISTRICT 1
	IRIS A. SIPLE	DISTRICT 3
	ANGELO CASTILLO	DISTRICT 4
	CHARLES F. DODGE	CITY MANAGER
$ \longrightarrow $		
		PROJECT MANAGER:
		JOHN L. ENGLAND, P.E. P.E. LICENSE NO. 48079
DATE: JULY 1	8, 2019	
SHEET NAME	: COVER SHEET	
PROJECT TIT	LE: S.W. FOCAL POINT SENIOR CENT	ER PARKING MODIFICATIONS AND IMPROVEMENTS
	B	ID SET







GRAPHIC SCALE 0 15 30 60 (IN FEEL)	SEAL: JOHNL ENGLAND, P.E. DATE LICENSE NO.: 48079
( IN FEET ) 1" = 30'	$\begin{array}{ c c c c c c c c c c c c c c c c c c c$
	CITY OF PEMBROKE PINES CITY OF PEMBROKE PINES ENVIRONMENTAL SERVICES ENVIRONMENTAL SERVICES BRONEERING DIVISION 8300 SOUTH PALM DRIVE PEMBROKE PINES, FLORIDA 33025 TEL: (954) 518-9040
	R E V I S I O N S           NO.         DATE         BY         DESCRIPTION           NO         DATE         BY         DESCRIPTION           NO         ADENDUM No.1         ADENDUM No.1
<ul> <li>— EXIST. DRAINAGE PIPE</li> <li>— EXIST. SANITARY SEWER PIPE</li> <li>— EXIST. SANITARY SEWER PIPE</li> <li>— EXIST. OVERHEAD WIRES</li> <li>**** EXIST. CURB TO BE REMOVED</li> <li>FOR PROP. PARKING SPACES. THEY SHALL BE REPLACED.</li> <li>SITE AND IT MUST REFLECT DRM TO "BROWARD COUNTY UAL ON UNIFORM TRAFFIC</li> </ul>	PAVING, GRADING AND DRAINAGE PLAN S.W. FOCAL POINT SENIOR CENTER PARKING MODIFICATIONS AND IMPROVEMENTS 301 N.W. 103RD AVENUE PEMBROKE PINES, FLORIDA 33029
KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG It's fast, It's free, It's the law. www.callsunshine.com	SHEET NAME: C-1 SHEET: 3 OF 7 CITY OF P.P. PLAN SUBMITTAL: BID SET SUBMITTAL DATE:

# LEGEND

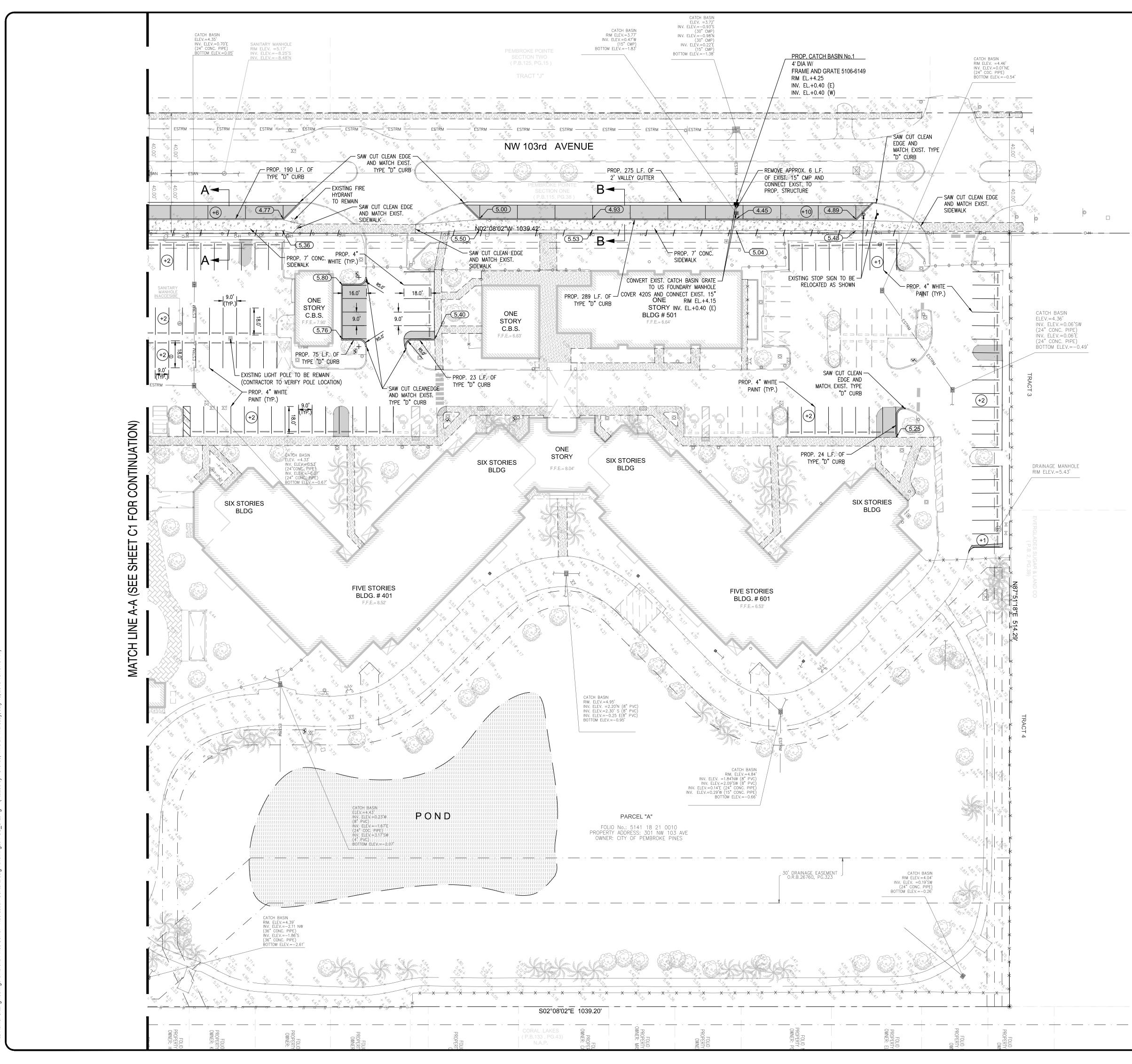
PROP. PAVEMENT	ESTRM EXIST. DRAINAGE PIPE
PROP. CONC.	EXIST. SANITARY SEWER PIPE
	OHW EXIST. OVERHEAD WIRES
EXISTING CONC.	· ****************** EXIST. CURB TO BE REMOVED

GENERAL NOTES:

- 1. CONTRACTOR SHALL REUSE EXISTING WHEEL STOPS FOR PROP. PARK IF THE WHEEL STOP(S) ARE BADLY DAMAGED THEN THEY SHALL BE a. EXISTING WHEEL STOPS (97) b. PROPOSED WHEEL STOPS (42)
- 2. CONTRACTOR TO SEAL COAT AND RE-STRIP ENTIRE SITE AND IT MUS ALL PAVEMENT MARKINGS AND SIGNAGE AND CONFORM TO "BROWARD TRAFFIC ENGINEERING DIVISION" (BCTED) AND "MANUAL ON UNIFORM CONTROL DEVICES" (MUTCD) STANDARDS.



JULY 18, 2019

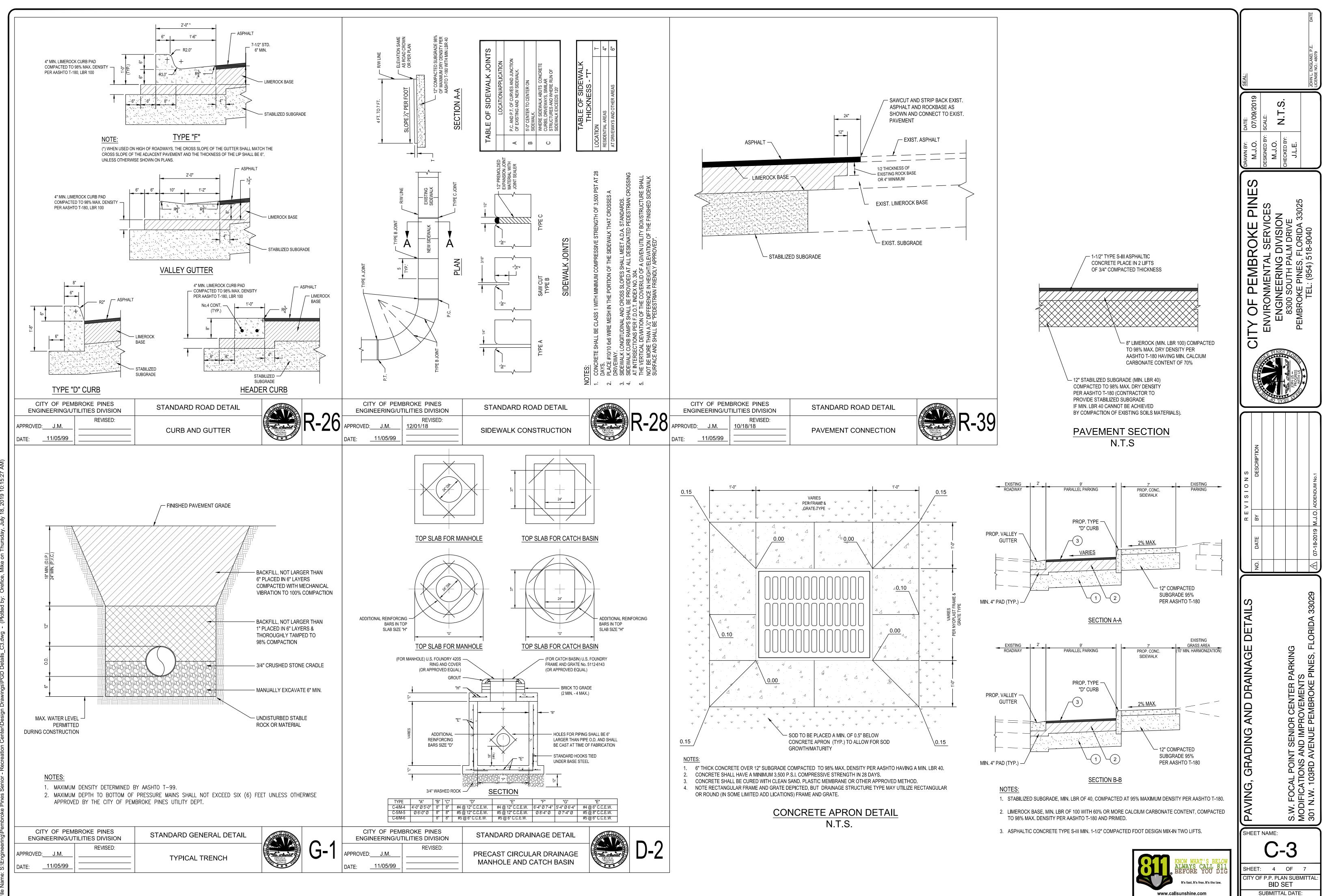


	GRAPHIC SCALE	60 SEAL:	JOHN L. ENGLAND, P.E. DATE LICENSE NO: 48079
	( IN FEET ) 1" = 30'	DRAWN BY: DATE: M.J.O. 07/09/2019 DESIGNED BY: SCALE: M.LO	снескер <sub>BY:</sub> 1" = 30' J.L.E.
		CITY OF PEMBROKE PINES ENVIRONMENTAL SERVICES	ENGINEERING DIVISION 8300 SOUTH PALM DRIVE PEMBROKE PINES, FLORIDA 33025 TEL: (954) 518-9040
			NESS PERSONNAL SIGNAL S
		REVISIONS DATE BY DESCRIPTION	07-18-2019 M.J.O. ADDENDUM No.1
		VAGE PLAN	RKING MODIFICATIONS AND NES, FLORIDA 33029
<ul> <li>IF THE WHEEL STOP(S) ARE BAD</li> <li>a. EXISTING WHEEL STOPS</li> <li>b. PROPOSED WHEEL STOPS</li> </ul> 2. CONTRACTOR TO SEAL COAT AND ALL PAVEMENT MARKINGS AND SEAL COAT AND SEAL PAVEMENT MARKINGS AND SEAL PAVEMENT MARKING SEAL PAVEMENT MARKING PAVEMENT MARKING PAVEMENT MARKING PAVEMENT MARKING PAVEMENT MARKING PAVEMENT PAVEMENT MARKING PAVEMENT	ESTRM EXIST. DRAINAGE PIPE ESAN EXIST. SANITARY SEWER PIPE OHW EXIST. OVERHEAD WIRES 	PAVING, GRADING AND DRAINAGE PLAN	S.W. FOCAL POINT SENIOR CENTER PARKING MODIFICATIONS AND IMPROVEMENTS 301 N.W. 103RD AVENUE PEMBROKE PINES, FLORIDA 33029
TRAFFIC ENGINEERING DIVISION" CONTROL DEVICES" (MUTCD) STA	(BCTED) AND "MANUAL ON UNIFORM TRAFFIC ANDARDS.	BELOW 811 DIG SHEET: 4	OF 7



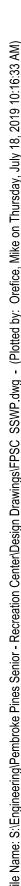
SUBMITTAL DATE:

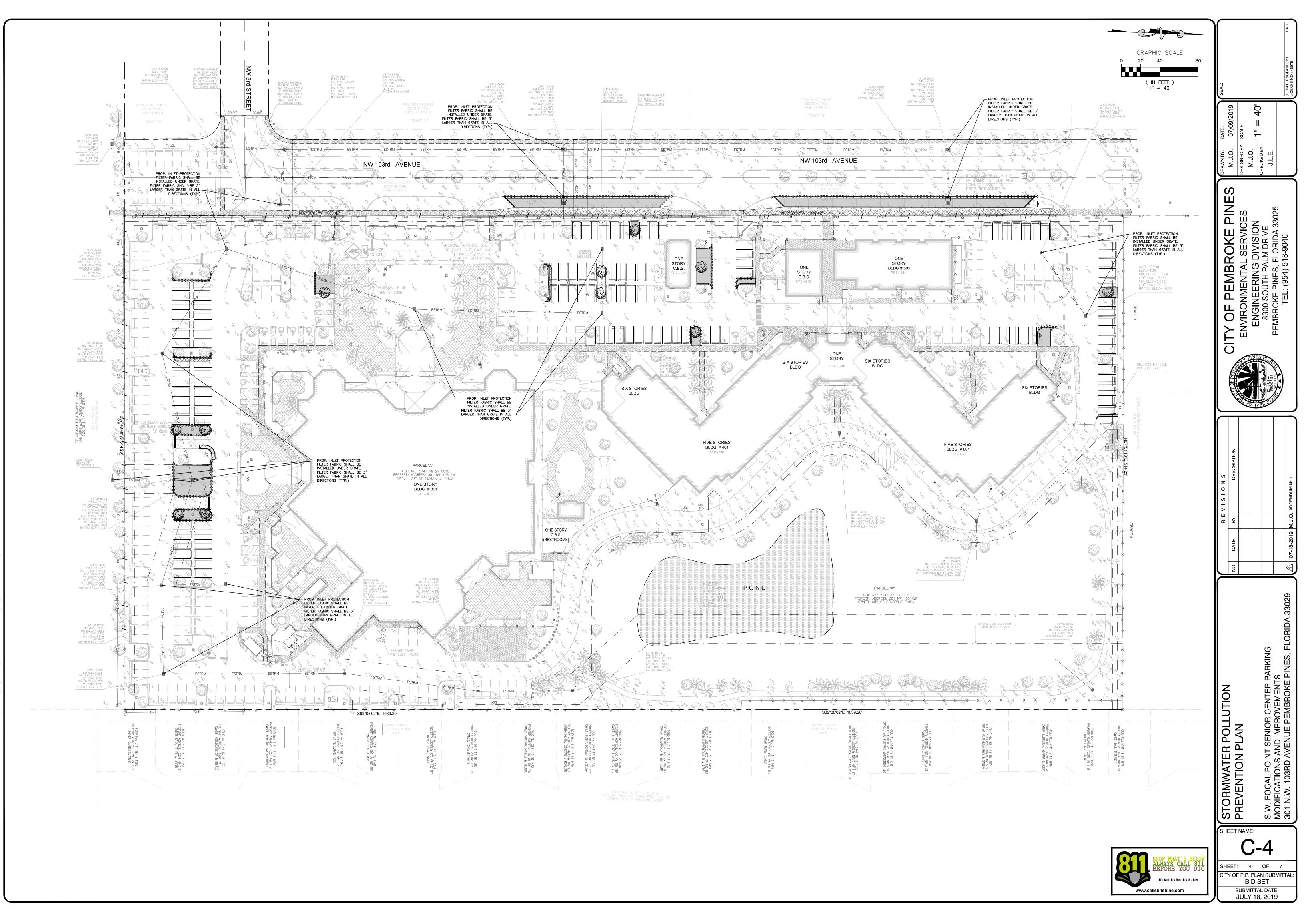
JULY 18, 2019

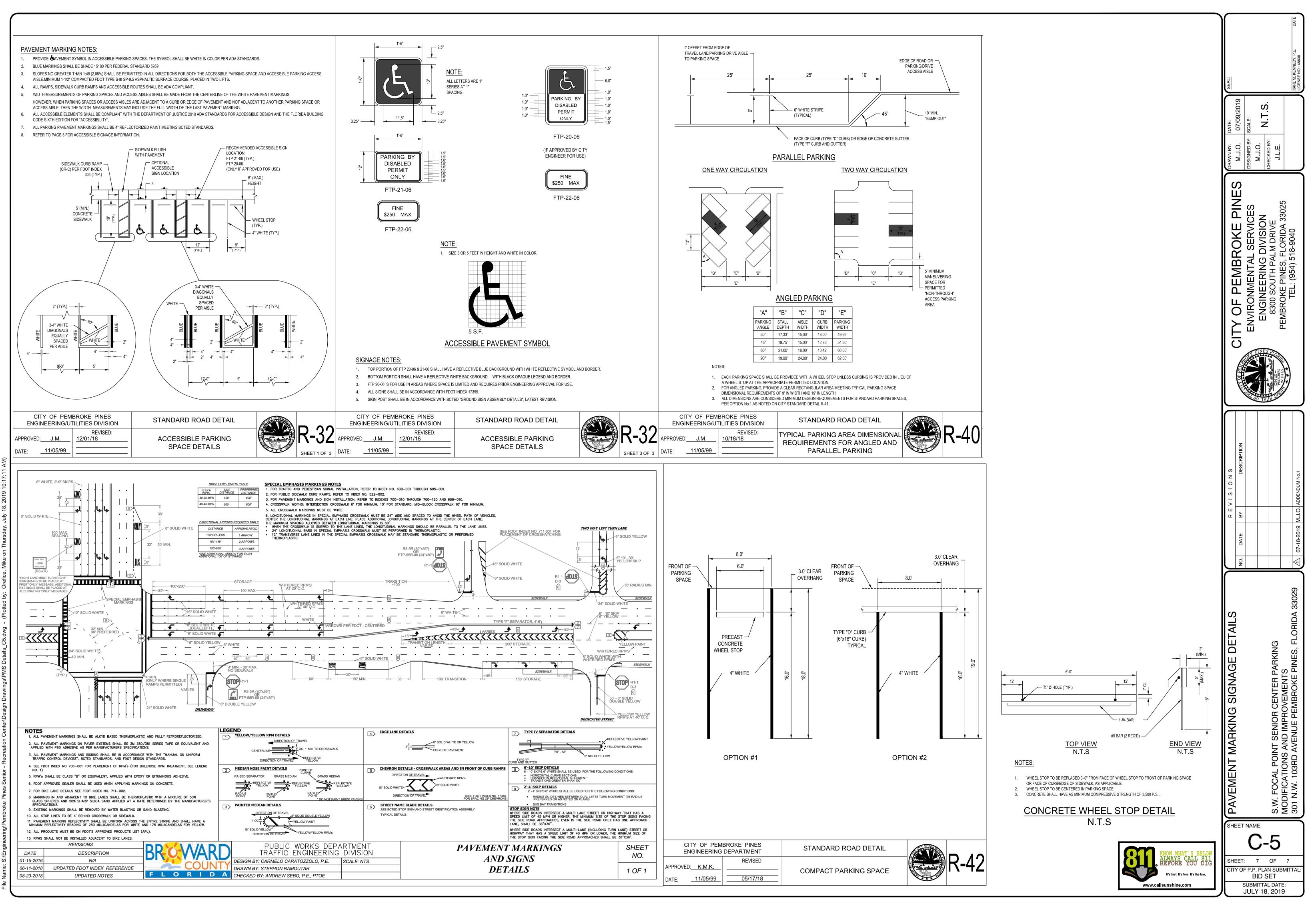


JULY 18, 2019

e Name: S:\Engineering\Pembroke Pines Senior - Recreation Center\Design Drawings\PGD Details C3.dwg - (Plotted by: Orefice, Mike on Thursday. July 18, 2019 10:15:2







I. APPLICABLE CODES GENERAL:	8. PRIOR TO PLACEMENT OF ANY ASPHALT OR CONCRETE PAVEMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER "AS-BUILT" PLANS SHOWING LIMEROCK BASE GRADES AND ALL DRAINAGE, WATER, AND SEWER IMPROVEMENTS, PAVING
A. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY OF PEMBROKE PINES, BROWARD COUNTY DEPARTMENT OF PLANNING AND AND ENVIRONMENTAL PROTECTION (BCDPEP), BROWARD COUNTY HEALTH DEPARTMENT (BCHD), SOUTH BROWARD DRAINAGE DISTRICT (SBDD), SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE.	<ul> <li>OPERATIONS SHALL NOT COMMENCE UNTIL THE ENGINEER AND THE CITY OF PEMBROKE PINES HAVE REVIEWED AND APPROVED THE "AS-BUILTS".</li> <li>9. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR SUBGRADE SHALL BE PROVIDED TO AND AND APPROVED BY THE ENGINEER AND THE CITY OF PEMBROKE PINES PRIOR TO THE PLACING THE LIMEROCK BASE MATERIAL.</li> </ul>
<ul> <li>B. CONSTRUCTION SAFETY:</li> <li>ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL</li> </ul>	10. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR LIMEROCK SHALL BE PROVIDED TO AND APPROVED BY THE ENGINEER AND THE CITY OF PEMBROKE PINES PRIOR TO PLACING ASPHALT.
SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED. TRENCH SAFETY ACT.	X. EARTHWORK AND COMPACTION
<ol> <li>CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE STATE OF FLORIDA TRENCH SAFETY ACT.</li> <li>WHERE EXCAVATIONS TO A DEPTH IN EXCESS OF FIVE FEET (5') ARE REQUIRED THE CONTRACTOR SHALL INCLUDE THE</li> </ol>	A. GENERAL:
FOLLOWING INFORMATION IN THE BID.	<ol> <li>NONE OF THE EXISTING MATERIAL IS TO BE INCORPORATED IN THE LIMEROCK BASE.</li> <li>ALL SUBGRADE UNDER PAVED AREAS SHALL HAVE A MINIMUM LBR VALUE OF 40</li> </ol>
<ul> <li>a. A REFERENCE TO THE SAFETY STANDARDS THAT WILL BE IN EFFECT DURING THE PERIOD OF CONSTRUCTION OF THE PROJECT.</li> <li>b. WRITTEN ASSURANCES BY THE CONTRACTOR PERFORMING THE TRENCH EXCAVATION THAT SUCH CONTRACTOR WILL COMPLY WITH THE APPLICABLE TRENCH SAFETY STANDARDS.</li> <li>c. A SEPARATE ITEM IDENTIFYING THE COST OF COMPLIANCE WITH THE APPLICABLE TRENCH SAFETY STANDARDS.</li> </ul>	<ul> <li>AND SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.</li> <li>3. ALL FILL MATERIAL IN AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.</li> </ul>
3. WHERE A BID IS NOT SUBMITTED, THE CONTRACTOR SHALL SUBMIT THE INFORMATION LISTED IN ITEM 2, TO THE ENGINEER	4. A 2" BLANKET OF TOP SOIL SHALL BE PLACED OVER ALL AREAS TO BE SODDED.
PRIOR TO STARTING WORK. C. SURVEY DATA: ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NATIONAL GEODETIC	5. SOD SHALL BE ST. AUGUSTINE, BITTER BLUE OR FLORATAM AND SHALL BE PLACED ON THE GRADED TOP SOIL AND WATERED TO INSURE SATISFACTORY CONDITION UPON FINAL ACCEPTANCE OF THE PROJECT.
VERTICAL DATUM OF 1929 (NGVD).	6. WHEN WORKING IN AND AROUND EXISTING DRAINAGE CANALS OR LAKES, APPROPRIATE SILT AND TURBIDITY BARRIERS SHALL BE INSTALLED.
A. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE THE	B. ON-SITE:
CITY OF PEMBROKE PINES ENGINEERING DIVISION, THE OWNER, AND THE ENGINEER, AFTER OBTAINING A CONSTRUCTION PERMIT FROM THE ENGINEERING DIVISION.	<ol> <li>ALL ORGANIC AND OTHER UNSUITABLE MATERIAL WITHIN THREE FEET OF AREAS TO BE PAVED SHALL BE REMOVED.</li> <li>SUITABLE BACKFILL SHALL BE MINIMUM LBR 40 MATERIAL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY</li> </ol>
<ul> <li>B. THE CONTRACTOR SHALL OBTAIN A "SUNSHINE CERTIFICATION NUMBER" AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION.</li> <li>C. PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL</li> </ul>	AASHTO T-180 FOR THREE (3) FEET BEYOND THE PERIMETER OF THE PAVING.
EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.	XI. STORM DRAINAGE A. CONTRACTOR MAY UTILIZE ONE OF THE FOLLOWING MATERIALS.
D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH HE FAILS TO REQUEST LOCATIONS SUNSHINE CERTIFICATION NUMBER. HE IS RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED.	1. ALUMINUM
E. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE	a. PIPE SHALL BE ALUMINUM, MANUFACTURED IN CONFORMANCE WITH ASTM B209.
OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER, WHO WILL IN TURN NOTIFY THE CITY OF PEMBROKE PINES UTILITIES DEPARTMENT.	b. PIPE SHALL BE SPIRAL RIB DRAINAGE PIPE WITH 3/4" BY 3/4" RIBS, APPROXIMATELY 7-1/2" ON CENTER. GAUGE THICKNESS SHALL MEET FDOT STANDARD 945-1.
	c. PIPE COUPLING BANDS SHALL BE 12" WIDE STANDARD SPLIT BANDS OF THE SAME ALLOY AS THE PIPE AND MAY BE ONE GAUGE LIGHTER THAN THE PIPE.
THE CONTRACTOR SHALL NOTIFY THE CITY OF PEMBROKE PINES ENVIRONMENTAL SERVICES DIVISION (954-435-6511), SBDD (954-680-3337), AND THE ENGINEER OF RECORD AT LEAST 24 HOURS PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS:	d. POLYURETHANE OR OTHER SEALANT SHALL BE USED WITH COUPLING BANDS ON ALL NON-PERFORATED PIPE.
<ul> <li>A. 1. STORM DRAINAGE.</li> <li>4. SANITARY SEWER.</li> <li>5. WATER SYSTEM.</li> </ul>	<ol> <li>REINFORCED CONCRETE PIPE (RCP)</li> <li>a. CONCRETE PIPE FOR STORM SEWERS SHALL CONFORM TO ASTM L70-79. TABLE III. WALL B. OR LATEST REVISION. ALL PIPE</li> </ol>
<ol> <li>SUBGRADE; SUBMIT AND HAVE APPROVED DENSITIES PRIOR TO PLACEMENT OF ROCK.</li> <li>LIMEROCK BASE; SUBMIT AND HAVE APPROVED DENSITIES AND AS-BUILTS PRIOR TO THE PLACEMENT OF ANY ASPHALT.</li> </ol>	SHALL HAVE MODIFIED TONGUE AND GROOVE JOINTS, AND HAVE RUBBER GASKETS, UNLESS OTHERWISE SPECIFIED.
8. ASPHALTIC CONCRETE. 9. FINAL.	<ol> <li>MISCELLANEOUS</li> <li>a. BEDDING AND INITIAL BACKFILL OVER DRINAGE PIPES SHALL BE SAND WITH NO ROCK LARGER THAN 1" DIAMETER.</li> </ol>
B. ALL INSPECTIONS MADE BY THE CITY OF PEMBROKE PINES, SBDD, AND FDOT THE ENGINEER OF RECORD WILL PROVIDE CONSTRUCTION OBSERVATION SERVICES.	b. BACKFILL MATERIAL UNDER PAVED AREAS SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY
IV. SHOP DRAWINGS	ASSHTO T-180. c. BACKFILL MATERIAL UNDER AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS
A. PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT, A MATERIAL LIST SHALL BE SUBMITTED TO AN REVIEWED BY THE ENGINEER OF RECORD AND THE CITY OF PEMBROKE PINES FOR SANITARY MANHOLES, HYDRANTS, VALVES, PIPING, LIFT STATIONS AND OTHER ACCESSORIES. CATALOGUE LITERATURE SHALL BE SUBMITTED FOR WATER AND SEWER PIPES. FITTINGS AND APPURTENANCES.	DETERMINED BY AASHTO T-180. d. CATCH BASINS SHALL BE PRECAST MINIMUM 3000 PSI CONCRETE AND GRADE 40 REINFORCED STEEL.
B. ANY PRODUCT THAT IS NOT ON THE LIST MUST BE APPROVED IN ADVANCE BY THE ENGINEER OF RECORD AND THE CITY OF	4. INSTALLATION:
PEMBROKE PINES ENGINEERING DIVISION. SUCH APPROVAL REQUIRES THE SUBMISSION OF A SHOP DRAWING (SIX COPIES) FOR EACH PRODUCT. SHOP DRAWINGS WILL ALSO BE REQUIRED FOR ALL NON-STANDARD ITEMS.	a. PIPE SHALL BE PLACED ON STABLE GRANULAR MATERIAL FREE OF ROCK FORMATION OTHER FOREIGN FORMATIONS, AND CONSTRUCTED TO UNIFORM GRADE AND LINE.
C. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOGUE LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.	b. BACKFILL MATERIAL SHALL BE WELL GRADED GRANULAR MATERIAL WELL TAMPED IN LAYERS NOT TO EXCEED SIX INCHES (6").
V. TEMPORARY FACILITIES	c. PROVIDE A MINIMUM PROTECTIVE COVER OF 18 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION
<ul> <li>A. TEMPORARY UTILITIES:</li> <li>1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY</li> </ul>	d. THE CONTRACTOR SHALL NOTIFY THE LOCAL WATER CONTROL DISTRICT AT LEAST 24 HOURS PRIOR TO THE START OF THE
<ul> <li>FACILITIES AND ELECTRICITY TO HIS EMPLOYEE AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.</li> <li>OBTAIN CONSTRUCTION METER FOR ALL WATER USED ON JOB. ALL WATER USED FOR 2. CLEANING, TESTING, ETC. WILL BE PAID</li> </ul>	CONSTRUCTION AND INSPECTION. XII. STORM DRAINAGE PRE-TREATMENT / EXFILTRATION SYSTEM
FOR BY THE CONTRACTOR. IF WATER CAN NOT BE METERED THEN IT WILL BE CALCULATED.	A. ANY CONFLICT WITH EXISTING OR PROPOSED UTILITIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER. ANY IMPERMEABLE MATERIAL ENCOUNTERED IN THE EXCAVATION FOR THE DRAIN FIELD SHALL BE REMOVED AS DIRECTED BY THE
<ol> <li>1. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MUTCH AND BOTED.</li> </ol>	ENGINEER. B. THE TRENCH LINER SHALL BE TYPAR SPUN BONDED POLYPROPYLENE FILTER FABRIC AS
2. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.	MANUFACTURED BY THE DUPONT COMPANY, OR APPROVED EQUAL. IT SHALL BE USED ON THE SIDES AND TOP OF DRAIN FIELD DITCH. THE TOP SECTION OF THE MATERIAL SHALL BE LAPPED A MINIMUM OF 24 INCHES AND THE CONTRACTOR SHALL TAKE EXTREME CARE IN BACKFILLING TO AVOID BUNCHING OF THE FABRIC.
3. NO TRENCHES OR HOLES NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE CITY OF PEMBROKE PINES.	C. PERFORATED PIPE WITHIN THE DRAIN FIELD SHALL HAVE 3/8 INCH PERFORATIONS 360° AROUND THE PIPE WITH APPROXIMATELY 120 PERFORATIONS PER FOOT OF PIPE.
VI. PROJECT CLOSEOUT	D. PERFORATED PIPE SHALL TERMINATE FIVE FEET (5') FROM THE DRAINAGE STRUCTURE. THE REMAINING FIVE FEET (5') SHALL BE
<ul> <li>A. CLEANING UP:</li> <li>1. DURING CONSTRUCTION. THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER.</li> </ul>	NON-PERFORATED PIPE. E. PIPES SHALL TERMINATE TWO FEET (2') FROM THE END OF THE TRENCH OR CONNECT TO ADDITIONAL CATCH BASINS.
UPON FINAL CLEAN UP, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.	XIII. PAVING
2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER OR THE CITY OF PEMBROKE PINES, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, EMPLOYEES OR THOSE OF HIS	A. GENERAL:
SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, THE CONTRACTOR SHALL DO AS REQUIRED, ALL NECESSARY HIGHWAY OR DRIVEWAY, SIDEWALK	<ol> <li>ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF LIMEROCK BASE AND PRIOR TO PLACEMENT OF THE PAVEMENT.</li> </ol>
<ul><li>AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.</li><li>WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER WATER COURSES, GRAVITY SEWER,</li></ul>	2. ALL EXISTING PAVEMENT CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.	3. WHERE PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.
4. WHEN WORKING IN AND AROUND EXISTING DRAINAGE CANALS, APPROPRIATE SILT BARRIERS SHALL BE INSTALLED AS REQUIRED BY SOUTH BROWARD DRAINAGE DISTRICT.	4. ALL STREET CORNER PAVEMENT RADII SHALL BE 25 FEET UNLESS OTHERWISE NOTED ON THE PLANS.
B. PROJECT RECORD DOCUMENTS:	5. UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND LIMEROCK BASE CONSTRUCTION (AND BEFORE PLACING ASPHALT PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD AND THE CITY OF PEMBROKE PINES "AS-BUILT" PLANS FOR THESE IMPROVEMENTS, SHOWING THE LOCATIONS AND THE PERTINENT GRADES OF ALL DRAINAGE INSTALLATIONS
1. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF ALL WORK ITEMS COMPLETED.	AND THE FINISHED ROCK GRADES OF THE ROAD CROWN AND EDGE OF PAVEMENT AT 50 FEET INTERVALS. THESE "AS-BUILTS" SHALL BE APPROVED BY THE CITY PRIOR TO THE PLACEMENT OF ASPHALT.
<ol> <li>ALL "AS-BUILT" INFORMATION SUBMITTED TO THE ENGINEER SHALL BE SUFFICIENTLY ACCURATE, CLEAR AND LEGIBLE TO SATISFY THE ENGINEER THAT THE INFORMATION PROVIDED A TRUE REPRESENTATION OF THE IMPROVEMENTS CONSTRUCTED.</li> </ol>	B. MATERIALS:
3. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF "AS-BUILT" CONSTRUCTION DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS AND SHALL BE SIGNED BY THE CONTRACTOR.	<ol> <li>BASE COURSE SHALL BE CRUSHED LIMEROCK MIAMI OOLITE WITH A MINIMUM OF 70% CARBONATES OF CALCIUM AND MAGNESIUM (60% FOR LOCAL STREETS AND PARKING AREAS) AND A MINIMUM LIMEROCK BEARING RATIO 100.</li> <li>PRIME COAT AND TACK COAT SHALL MEET F.D.O.T. STANDARDS.</li> </ol>
4. ALL "AS-BUILT" INFORMATION ON ELEVATIONS, STATIONING OFFSETS AND TIES OF THE WATER, SANITARY SEWER, PAVING AND	3. SURFACE COURSE SHALL BE EQUAL TO F.D.O.T. TYPE S-3 ASPHALT.
<ul><li>DRAINAGE SHALL BE CERTIFIED BY A REGISTERED LAND SURVEYOR.</li><li>5. "AS-BUILT" INFORMATION ON THE WATER SYSTEM SHALL INCLUDE, BUT IS NOT LIMITED TO LOCATIONS OF ALL VALVES,</li></ul>	4. PRIME COAT SHALL BE PLACED ON ALL LIMEROCK BASES IN ACCORDANCE WITH F.D.O.T. STANDARDS.
<ul> <li>FITTINGS, FIRE HYDRANTS AND WATER SERVICES AND TOP-OF-PIPE ELEVATION ON 100-FOOT INTERVALS AT A MINIMUM.</li> <li>PRIOR TO A FINAL INSPECTION BY THE CITY OF PEMBROKE PINES, THE "CONTRACTOR" SHALL SUBMIT TWO (2) SETS OF</li> </ul>	<ul><li>C. INSTALLATION:</li><li>1. LIMEROCK BASE MATERIAL SHALL BE 8 INCHES THICK AND SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS</li></ul>
BLUEPRINTS OF "AS-BUILT" CONSTRUCTION DRAWINGS.	DETERMINED BY AASHTO T80-C. 2. LIMEROCK BASE MATERIAL SHALL BE PLACED IN MAXIMUM 6" LIFTS, BASES GREATER THAN 6" SHALL BE PLACED IN TWO OR
7. UPON A FINAL INSPECTION BY THE CITY OF PEMBROKE PINES, THE CONTRACTOR SHALL SUBMIT TO THE CITY ONE (1) COMPLETE SET OF REPRODUCIBLE MYLARS AND THREE (3) SETS OF BLUEPRINTS OF "AS-BUILT" CONSTRUCTION DRAWINGS THAT HAVE BEEN CERTIFIED BY A REGISTERED LAND SURVEYOR AND THE ENGINEER OF RECORD AND COMPUTER FILES OF "AS-BUILT"	MORE EQUAL LIFTS.
CONSTRUCTION DRAWINGS ON 3-1/2" FLOPPY DISKS IN AUTOCADD RELEASE RELEASE 14 FORMAT OR LATEST REVISION.	<ol> <li>ASPHALTIC CONCRETE SHALL BE A MINIMUM OF 1 1/2" THICK AND SHALL BE PLACED TWO 3/4" LIFTS. (NOTE: SECOND LIFT TO BE PLACED AFTER A MINIMUM OF 80% OF THE HOUSES HAVE BEEN COMPLETED OR AS DIRECTED BY THE CITY ENGINEER.</li> </ol>

# CRETE PAVEMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER RADES AND ALL DRAINAGE, WATER, AND SEWER IMPROVEMENTS. PAVING

# ENGINEER AND THE CITY OF PEMBROKE PINES HAVE REVIEWED AND

2. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA, AND TAKEN AS DIRECTED BY THE ENGINEER AND THE CITY OF PEMBROKE PINES.

ALL SUBGRADE, LIMEROCK AND ASPHALT TESTS REQUIRED SHALL BE TAKEN AT THE DIRECTION OF THE ENGINEER AND/OR THE CITY OF

1. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM

4. PRIME COAT SHALL BE PLACED ON ALL LIMEROCK BASES IN ACCORDANCE WITH F.D.O.T. STANDARDS.

5. TACK COAT SHALL BE PLACED AS REQUIRED IN ACCORDANCE WITH F.D.O.T. STANDARDS.

THE TEMPLATE. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.

- 3. ALL TESTING COSTS (PAVING) SHALL BE PAID FOR BY THE OWNER EXCEPT THOSE TESTS FAILING TO MEET THE SPECIFIED REQUIREMENTS, WHICH ARE TO BE PAID BY THE CONTRACTOR.
- XIII. SIGNING AND MARKING

D. TESTING:

PEMBROKE PINES.

- A. ALL PAVEMENT MARKINGS SHALL BE TRAFFIC PAINT MANUFACTURED AND APPLIED IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATION'S AND BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS WHERE APPLICABLE.
- B. ALL SIGNS SHALL BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS.
- FLORATAM AND SHALL BE PLACED ON THE GRADED TOP SOIL AND WATERED TO C. REFLECTIVE PAVEMENT MARKERS SHALL BE CLASS B MARKERS MANUFACTURED IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATIONS 706 AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PROCEDURES.

DRAWN BY: DATE: SEAL.	M.J.O. 07/09/2019	DESIGNED BY: SCALE:		J.L.E.		JOHN L. ENGLAND, P.E. DATE LICENSE NO.: 48079
		ENVIRONMENTAL SERVICES		I DRIVE	TEI - (054) 510 0010 33025	1 EL. (334) 310-3040
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REVISIONS	DESCRIPTION					ADDENDUM No.1
RE	DATE BY					1 07-18-2019 M.J.O. ADDENDL
	NO.					A 07-1
GENERAL NOTES AND SPECIFICATIONS					MODIFICATIONS AND IMPROVEMENTS	301 N.W. 103RD AVENUE PEMBROKE PINES, FLORIDA 33029
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	Home	Search	Source	Contracts	Tools	
Vendor view of bid						🚮 Schedule 🕌 Task 🗐 Note
Bid #PSEN-19-05 - Senior	Center Parking Lot Improvemer	nts 😿 IFB 🚸 (	\$ 0	Chat	Bid Comments	Documents   Attachments   Items
Time Left	Bid has ended.					
Bid Started	Jun 25, 2019 5:02:47 PM EDT		Notificat	ions	<u>Report (Bidder A</u>	<u>ctivity)</u>
Bid Ended	This bid closed on Aug 6, 2019 2:0	00:00 PM EDT	# of supp	liers that viewed	82 🕜 ( <u>View</u> )	
Agency Information	City of Pembroke Pines, FL (view	<u>agency's bids</u> )	Q & A		Questions & Answer Questions: 9 Q&A Deadline: Jul 2	<u>ers</u> 25, 2019 8:30:00 PM EDT
<b>Bid Classifications</b>	Classification Codes					
Required Vendor Qualifications	PP-SWORN, PP-LOCAL, PP-VOSB,	PP-DRUGFREE, PP	SCRUTINIZED, PP-	N9, PP-VENDORINF	O, PP-EQUAL, PP-LB	TR
Bid Regions	Regions					
Bid Contact	see contact information					
Pre-Bid Conference(s)	Jul 11, 2019 2:00:00 PM EDT Attendance is optional Location: The S.W. Focal Point Ser <u>Transcript</u> <u>Attendance</u>	nior Center, 301 N	W 103rd Avenue, Po	embroke Pines FL 3	3029.	
Copy Bid	Click here to <u>copy</u> the bid and reli	st it as a new bid				
View Rules	Click here to <u>change</u> the rules for	this bid.				
Bid Packet	Packet for Bid PSEN-19-05	download]				
Best and Final Offer:	Create					

Approval

# View Approval Flow View Approval Flow

Approval Status Approved

Bid Comments	
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	90 days
Budgeted Amount	\$0.00 (change)
Standard Disclaimer	Bids/proposals must be submitted electronically
	Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package. The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.
	PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.
	However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked $\hat{a}_{\alpha}$ BID SECURITYâ (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

Point Senior Center located at 301 N.W. 103<sup>rd</sup> Avenue.

The purpose of these modifications is to provide additional parking spaces in the parking lot, and to construct additional offsite parking spaces within NW 103<sup>rd</sup> Avenue between existing access driveways along the street frontage of the Senior Center campus. Added on Jul 1, 2019: Added on Jul 22, 2019: Please review the newly uploaded Addendum #1, Updated IFB #PSEN-19-05, and Attachment K documents.

Documents		Select All   Se	elect None	Download Selected
1.  UPDATED PSEN-1	9-05 Senior Center Parking Lot Improvements.pdf	2. 🗿 Attachment A - Contact Information Form	n.docx [dow	nload]
3. 1 Attachment B - Nor	n-Collusive Affidavit [download]	4. 🕘 4. 4 Attachment C - Proposers Qualifications	Statement [o	download]
5. 🔂 <u>Attachment D - Sar</u>	nple Insurance Certificate.pdf [download]	6. Attachment E - Specimen Contract - Cons 25.pdf [download]	struction Agr	<u>eement 2018-10-</u>
7. 1 Attachment F - Refe	erences Form [download]	🔲 8. 🔁 Attachment H - Standard Release of Lien	.pdf [downlo	bad]
9. 🔁 Attachment I - Cor	ceptual Plans.pdf [download]	🔲 10. 🔂 <u>Attachment J - Davis Bacon Information</u>	n.pdf [downlo	ad]
🔲 11. 🔂 Attachment K - U	pdated Plans Drawings.pdf [download]	12. <u>PSEN-19-05 - Signed Pre-Bid Attendanc</u> [download]	<u>e Sheet - 7.1</u>	<u>1.2019.pdf</u>
🔲 13. 🔂 <u>PSEN-19-05 Adde</u>	andum 1.pdf [download]			
		😤 = Included in Bid Packet	🔀 = Exclu	ded from Bid Packet
Items				
ltem Title			Offers	
PSEN-19-0501-01 Project	Cost		Y	Info
PSEN-19-0501-02 Cost to	Provide Payment and Performance Bond		Y	Info
Change Made On Jul 1, 2019 4	42:19 PM EDT			
Description/Bid Comments Previous End Date	(Information was added) Jul 23, 2019 2:00:00 PM EDT	<b>New End Date</b> Aug 6, 2019 2:00:00 PM El	DT	
Change Made On Jul 11, 2019	2:50:35 PM EDT			
New Documents P	SEN-19-05 - Signed Pre-Bid Attendance Sheet - 7.11.20	019.pdf		
Previous Q & A End Date Ju	l 15, 2019 8:30:00 PM EDT	New Q & A End Date Jul 25, 2019 8:30:00 PM	EDT	
Change Made On Jul 22, 2019	2:52:38 PM EDT			
Description/Bid Comments	(Information was added)			
New Documents	Attachment K - Updated Plans Drawings.pdf UPDATED PSEN-19-05 Senior Center Parking Lot Im PSEN-19-05 Addendum 1.pdf	provements.pdf		
Removed Documents	PSEN-19-05 Senior Center Parking Lot Improvemen	ts.pdf		
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**Contractor Advertisements** 

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There are no advertisements on this solicitation.



Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com



# PEMBROKE PINES CITY COMMISSION

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

# ADDENDUM # 1 City of Pembroke Pines IFB # PSEN-19-05 Senior Center Parking Lot Improvements

**1.** The dates for this IFB have been revised to include a new deadline for questions and a new due date for proposals.

# **1.8 UPDATED TENTATIVE SCHEDULE OF EVENTS**

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	June 25, 2019
Non-Mandatory Pre-Bid Meeting	2:00 p.m. on July 11, 2019
Question Due Date	July 25, 2019
Anticipated Date of Issuance for the	July 20, 2010
Addenda with Questions and Answers	July 29, 2019
Proposals will be accepted until	2:00 p.m. on August 6, 2019
Proposals will be opened at	2:30 p.m. on August 6, 2019
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to	TBD
City Commission award	ТБД
Issuance of Notice to Proceed	TBD
Project Commencement	Not later than 10 days after NTP
Project Completion	90 days after NTP

# 2. <u>New Documents</u>

The Scope of Work in the main solicitation document has been updated, and since the Question Deadline and Proposal Due date have also changed, a completely updated copy of the solicitation document has been uploaded.

Revised PSEN-19-05
 Attachment K, Updated Plans & Drawings



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# Question and Answers for Bid #PSEN-19-05 - Senior Center Parking Lot Improvements

Create	New Que	estion
Question Deadline: Jul 25, 2019	9 8:30:00	) PM ED
Overall Bid Questions		
Question 1 What's the engineer's estimate for this project? (Submitted: Jul 1, 2019 8:14:00 AM EDT) Answer • The City has not established an estimated cost for this project. However, any potential budgeted cost does not include permit costs. (Answered: Jul 22, 2019 3:02:32 PM EDT)	<u>edit</u>	1
Add to Answer:		
Question 2 Plan sheet C-1 east of NW 103rd Ave shows (2) relocation of existing catch basins to be situated along the proposed concrete valley gutter, however it does not indicate that the tops need to be converted to valley gutter as well. Please verify if the contractor needs to change the tops and what would be the FDOT reference. (Submitted: Jul 16, 2019 12:14:42 PM EDT) Answer	edit	1
• The plans have been revised to indicate the two existing catch basins are to be converted to manholes and new valley gutter catch basins are proposed. Please review Attachment K. (Answered: Jul 22, 2019 3:02:32 PM EDT)		
Question 3		
On plan sheet C-1 there are shaded parking spaces which are noted as "proposed pavements" per the legend at the bottom of the sheet, In the section 1.3 scope of work provided, the details for the new pavement indicate 12" compacted limerock subgrade AND 6" limerock base course. Can you please confirm the 12" compacted subgrade is to be an LBR 40 material and not limerock? (Submitted: Jul 16, 2019 12:21:19 PM EDT)	3 <u>edit</u>	Ĩ
<ul> <li>Answer</li> <li>The 12" subgrade must achieve LBR 40 as specified. 12" limerock is not required. Please review the Updated PSEN-19-05 document. (Answered: Jul 22, 2019 3:02:32 PM EDT)</li> </ul>		
Add to Answer:		
Question 4 Can you please confirm how many catch basins are to be cleaned, is it only within the disturbed work area or is it the entire parking lot? In addition, does the drainage pipe need to be cleaned as well? (Submitted: Jul 17, 2019 10:24:24 AM EDT)		
Answer	<u>edit</u>	Ĩ
• All catch basins and pipes are to be cleaned at the conclusion of construction. Please review the Updated PSEN-19-05 document. (Answered: Jul 22, 2019 3:02:32 PM EDT)		

Add to Answer:	

### **Question 5**

For the tree removal in the islands, is it acceptable for the tree to be removed and the stump to be grinded down? Or does the root ball need to be removed as well? (Submitted: Jul 17, 2019 10:26:50 AM EDT)

### Answer

All tree roots and stumps shall be removed from the footprint of new asphalt construction. Please review the Updated PSEN-19-05 document.
 (Answered: Jul 22, 2019 3:02:32 PM EDT)

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### Add to Answer:

### Question 6

Can you please confirm how many existing parking spaces are to be re-striped? In addition, can the new thermoplastic striping be applied directly on the existing thermoplastic or does the existing need to be removed prior to the new striping? (Submitted: Jul 17, 2019 10:49:30 AM EDT)

#### Answer

 All existing parking spaces are to be re-striped as shown on the plan. Please review Attachment K. Thermoplastic is to be applied in accordance with City and County specifications. (Answered: Jul 22, 2019 3:02:32 PM EDT)

Add to Answer:	

## Question 7

Plan page C-2 and C-3 sections A and B indicate 7' wide concrete sidewalk however the following is not indicated on the plans: 1 - is there removal of existing sidewalk? 2 - if there is sidewalk removal, does this effect the existing fence post footings? 3 - does the new sidewalk need to include detectable warning surfaces at the entrance driveways? (Submitted: Jul 24, 2019 11:16:36 AM EDT)

#### Answer

C-2 does indicate 7' concrete sidewalk.
 1- Yes, there is removal of existing sidewalk, as indicated on D-1 (see legend).
 2-There wasn't anticipation that the fence and footers would be impacted. Contractor shall take precaution in the removal of the existing sidewalk and inspect the area prior to removal and notify the city if he anticipates a conflict with the fence.
 3- Yes, the new sidewalk does need to include detectable warning surfaces at the entrance driveways. (Answered: Jul 24, 2019 6:11:03 PM EDT)

Add to Answer:	

#### **Question 8**

Plan page C-1 and C-2 note 2 indicates seal coating and re-striping the entire parking lot, can you please clarify the total area (sy)? (Submitted: Jul 24, 2019 12:58:09 PM EDT)

#### Answer

• The Contractor is required to take off quantities from the plans provided. Please provide a separate line item for price per square foot for seal coating and price per linear foot for striping for the existing areas not being modified. (Answered: Jul 24, 2019 6:11:03 PM EDT)

Add to Answer:

## **Question 9**

Can you please confirm the asphalt drive passing the pond connecting the north and south parking lots is to be included in the total s/y for seal coating? (Submitted: Jul 25, 2019 10:56:29 AM EDT)

### Answer

• Contractor shall provide separate pricing as an additional line item for seal coating using price per square foot and striping using price per linear foot for existing areas not being modified. Based on available funding, the city will decide the extent of the seal coating which may include the road along the pond. (Answered: Jul 25, 2019 4:22:02 PM EDT)

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Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com



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# PRE-BID ATTENDANCE SHEET

Date: Thursday, July 11, 2019 at 2:00 p.m. Proposal/Bid #: IFB #PSEN-19-05 "Senior Center Parking Lot Improvements"					
Company Name	Address	Representative Name	E-Mail	Phone Number	Signature
ABS General Contracta	5 11200 NW 14th CT Pembroke Pines FL 330%	Ano Salazar	absgeincegnail.com	954 6829855	Geig Serenzy.
SUN UP ENTERPRIS	Address 5 MIZOONW 14th CT Pembroke Pines FL 3808 3 IG 64 WATERYENDE WEG [0N, FL 3324	FRED AGBAGHI	FRED. SUNUP INCLEMEN	954-818-3111	Speart
Attant .c Suither	201 wanself	Bich Atzert	-1 N. L. C. (c	951-299-	55
VPR construction	1 nrP	Andy Th	andy@VPrconstruction	754-204-3610 CORP. COM	Ander
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