CONSTRUCTION AGREEMENT

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

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

and

ATC GROUP SERVICES LLC, a limited liability company as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **5750 Johnston Street, Suite #400, Lafayette, LA 70503** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

1.1 On **November 19, 2019,** the CITY advertised its notice to bidders of the CITY's desire to **remove the 8,000 gallon, below ground, diesel tank and day tank at Holly Lake Booster Station, and pour a concrete slab, install a new above ground tank and day tank and re-pipe, as well as pour a concrete slab, remove and replace day tank and install an 8,000 gallon above ground diesel tank and piping at the Wastewater Treatment Plant location**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

IFB # PSUT-19-05
"Holly Lake Booster Station and Wastewater Treatment Plant Fuel Tank Removal and Generator Re-Pipe"

1.2 On **December 24, 2019,** the bids were opened at the offices of the City Clerk.

1.3 On **_____, _____, 2020,** 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 **fuel tank removal and generator re-pipe at Holly Lake Booster Station located at 21800, Northwest 8th Place, Pembroke Pines, FL 33029** ("Property 1"), and **at the Wastewater Treatment Plant for the east generator located at 13955 Pembroke Road, Pembroke Pines, FL 33027,** ("Property 2") as more particularly described in, and in accordance with the Scope of Services outlined in the specifications, **"IFB # PSUT-19-05",** attached hereto and by this referenced made a part hereof as **Exhibit "A",** and CONTRACTOR's response thereto, attached hereto and by this referenced made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

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

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

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

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

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

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

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

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The work to be performed 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 **one hundred eighty (180)** calendar days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean the satisfactory completion and final inspection of the Property by the CITY.

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

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

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONTRACTOR for all services performed under this Agreement by CONTRACTOR upon issuance of final inspection approval / monthly for work that has been completed, inspected and properly invoiced **TWO HUNDRED FIFTY-NINE THOUSAND, TWO**

HUNDRED THIRTY-FOUR DOLLARS AND TWELVE CENTS ($259,234.12), which includes a **four and eighteen hundredths of a percent (4.18%)** owner's contingency fee of **TEN THOUSAND ONE HUNDRED AND TEN DOLLARS AND EIGHT CENTS ($10,110.08)** and a **three percent (3%)** permit allowance of **SEVEN THOUSAND TWO HUNDRED FIFTY-SIX DOLLARS AND FOUR CENTS ($7,256.04).**

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

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

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

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

Payment will be made to CONTRACTOR at:

ATC Group Services LLC
P. O. Box 11407
Birmingham, Alabama 35246

ARTICLE 5
WAIVER OF LIENS

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

in connection with this Agreement.

ARTICLE 6
WARRANTY

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.

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 to be provided under this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

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

ARTICLE 8
PAYMENT & PERFORMANCE BOND

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

B+ to A+

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

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

ARTICLE 9
INDEMNIFICATION

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

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

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

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

ARTICLE 10
INSURANCE

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

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

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

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

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

10.6 REQUIRED INSURANCE

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

Yes No

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

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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

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

Yes No

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

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

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

Yes No

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

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

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

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

Yes No
☐ ×

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

Yes No
☐ ×

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

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

Yes No
✓ ☐

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

Yes No
✓ ☐

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

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

Yes No

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

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

Yes No

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

Yes No

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

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

Yes No

☐ ☒ 10.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years

after the delivery of goods/services or final payment under the Agreement.

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

Yes No

☐ ☒ 10.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than $500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

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

Yes No

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

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

Yes No

☐ ☒ 10.6.13 Other Insurance

10.7 REQUIRED ENDORSEMENTS

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

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

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

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

ARTICLE 11
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 12
INDEPENDENT CONTRACTOR

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

ARTICLE 13
TERMINATION

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

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

ARTICLE 14
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 15
UNCONTROLLABLE FORCES

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

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

ARTICLE 16
GOVERNING LAW AND VENUE

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

ARTICLE 17
SIGNATORY AUTHORITY

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

ARTICLE 18
DEFAULT OF CONTRACT & REMEDIES

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

18.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY 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, **FIVE HUNDRED DOLLARS** (**$500.00**) for every day of such malfunction. This sum is the agreed upon

amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

18.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / 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.

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

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

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

18.4.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) 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.

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

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

18.5 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. A copy of such written

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

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

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

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

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

ARTICLE 19
BANKRUPTCY

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

ARTICLE 20
MERGER; AMENDMENT

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

ARTICLE 21
DISPUTE RESOLUTION

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

21.2 **Operations During Dispute.**

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

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

ARTICLE 22
PUBLIC RECORDS

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

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

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

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

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

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

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

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

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

ARTICLE 23
MISCELLANEOUS

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

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

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

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

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

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

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

CITY
Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

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

CONTRACTOR
Kiron Senapati, Senior Engineer/Project Manager
ATC Group Services LLC
5602 Thompson Center Court, Suite 405
Tampa, FL 33634
E-mail: kiron.senapati@atcgs.com
Telephone No: (813) 267-7660
Facsimile No: (813) 889-8754

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

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

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

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

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

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

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

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

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

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

ARTICLE 24
SCRUTINIZED COMPANIES

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

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

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

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

24.1.2.2 Is engaged in business operations in Syria.

ARTICLE 25
EQUAL BENEFITS FOR EMPLOYEES

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

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

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

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

☐ CONTRACTOR is a governmental agency.

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

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

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

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

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

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

_____ By: _____

MARLENE D. GRAHAM, CITY CLERK CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

_____

Name: _____

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

ATC GROUP SERVICES LLC

By: _____

Name: Cason Commander, P.G.

Title: Branch Manager

STATE OF Florida)

COUNTY OF Hillsborough)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Cason Commander as Branch Manager of **ATC GROUP SERVICES LLC**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **ATC GROUP SERVICES LLC** 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 10th day of February, **2020**.

_____

NOTARY PUBLIC

BETANIA MANICKAS
Commission # GG 246192
Expires December 7, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

_____

(Name of Notary Typed, Printed or Stamped)

Holly Lake Booster Station and Wastewater Treatment Plant Fuel Tank Removal and Generator Re-Pipe

Invitation for Bids # PSUT-19-05

General Information		
Project Cost Estimate	Not Applicable	See Section 1.4
Project Timeline	90 calendar days from NTP	See Section 1.4
Evaluation of Proposals	Staff	See Section 1.7
Mandatory Pre-Bid Meeting	10:00 a.m. on December 2, 2019 Meeting will start at the Holly Lake Booster Station, located at 21800 Northwest 8th Place, Pembroke Pines, FL 33029 and proceed to the Wastewater Treatment Plant located at 13955 Pembroke Road, Pembroke Pines, FL 33027.	See Section 1.8
Question Due Date	December 10, 2019	See Section 1.8
Proposals will be accepted until	2:00 p.m. on December 24, 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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ATTACHMENTS

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Attachment B: Non-Collusive Affidavit
Attachment C: Proposer's Qualifications Statement
Attachment D: Sample Insurance Certificate
Attachment E: Specimen Contract - **Construction Agreement**
Attachment F: References Form
Attachment G: Mandatory Pre-Bid/Site Visit Confirmation Form
Attachment H: Standard Release of Lien Form

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 # PSUT-19-05
Holly Lake Booster Station and Wastewater Treatment Plant Fuel Tank Removal and Generator Re-Pipe

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

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

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. 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, December 24, 2019. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th 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 remove the 8,000 gallon, below ground, diesel tank and day tank at Holly Lake Booster Station. Contractor is to pour a concrete slab, install a new above ground tank and day tank and re-pipe. At the Wastewater Treatment Plant location, contractor is to pour a concrete slab, remove and replace day tank and install an 8,000 gallon above ground diesel tank and piping in accordance with the terms, conditions, and specifications contained in this solicitation. The existing above ground tank and containment wall will be removed by others.

1.3 SCOPE OF WORK

1.3.1 Equipment

Equipment will be utilized at both the Holly Lake Booster Station located at 21800 Northwest 8th Place, Pembroke Pines, FL 33029 and at the Wastewater Treatment Plant for the east generator located at 13955 Pembroke Road, Pembroke Pines, FL 33027.

Quantity	Vendor	Description
Overspill Protection		
2	Universal	Spill Bucket
Overfill Protection		
2	Morrison	95% straight overfill prevention valve
2	Morrison	Overfill test assembly
2	Morrison	Kruegar Gauge
Above Ground Storage Tank System		
2	N/A	8000 Fireguard 2085
2	Pemco	2” tank vent cap
2	Morrison	2” anti-syphon valve w/expansion relief
2	Morrison	Clock gauge alarm, #918
1	Simplex	50 Gallon Day Tank
1	Simplex	225 Gallon Day Tank
1	N/A	Veeder Root

1.3.2 Installation at Holly Lake Booster Station:

Description of Services:
Schedule and attend an initial "on-site" Construction Meeting with all parties to discuss project itinerary.

- Provide 10/30 day and 48 hour notifications to State Agency as required.
- Perform pre hydro testing on existing system.
- Provide signed and sealed engineering plans.
- Submit and obtain permit from Broward County EPD and City Bldg. Dept.
- Complete F.D.E.P. "Contractor Removal and Installation Form".
- Complete F.D.E.P. "Storage Tank Registration Form".
- Permitting

1.3.3 Tank Removal

Provide labor and materials as required to perform the following:

- Remove one (1) existing 8,000 gallon UST
- After removal of UST - render tank unusable, degas and haul off
- Permitting
- Abandon or remove existing monitoring wells as required
- Backfill tank area with backfill with structural fill and compact to 98% in 12" lifts.
- Install filter fabric liner and install one (1) load of topsoil
- Sod removal area as required
- Introduce air (maximum 5 psi) into each AST

1.3.4 Tank Install

- Prepare substrate for new tank slab
- Form and pour new tank slab and install bollards around perimeter
- Set new tank on slab and anchor as required
- Install top components on tank
- Install new day tank, remove old day tank and haul off
- Permitting

1.3.5 Generator Piping

- Provide and install new stainless steel threaded pipe (supply & return) from new AST to generator/day tanks
- Perform all hydro test and air testing on new piping
- Complete FDEP and Bldg. dept. inspections
- Permitting

1.3.6 Electrical

- Electrical to day tank
- Haul off all debris
- Veeder Root Connection x 2
- Veeder Root x 1

1.3.7 Start Up

Perform the following petroleum start-up procedures:

- Complete checkout of installed equipment
- Purge product line
- Programming of console, dispensers and monitors
- Complete equipment training by certified training specialist

Provide City with complete "close out" folder with the following:

- Photos of working during project progress
- All applicable building permits
- All inspection reports and approvals
- Product Warranty information
- Copy of all applicable State required notifications and registration forms
- As-builts

1.3.8 Installation at Wastewater Treatment Plant Location:

Description of Services:
Schedule and attend an initial “on-site” Construction Meeting with all parties to discuss project itinerary

- Provide 10/30 day and 48 hour notifications to State Agency as required
- Provide signed and sealed engineering plans
- Submit and obtain permit from Broward County EPD and City Bldg. Dept.
- Complete F.D.E.P. “Contractor Removal and Installation Form”
- Complete F.D.E.P. “Storage Tank Registration Form”
- Permitting

1.3.9 Tank Install

- Prepare substrate for new tank slab
- Form and pour new tank slab and install bollards around perimeter
- Set new tank on slab and anchor as required
- Install top components on tank
- Install new day tank, remove old day tank and haul off
- The existing above ground tank and containment wall will be removed by others.
- Permitting

1.3.10 Generator Piping

- Provide and install new stainless steel threaded pipe (supply & return) from new AST to generator/day tanks
- Perform all hydro test and air testing on new piping
- Complete FDEP and Bldg. Dept. inspections
- Permitting

1.3.11 Electrical

- Electrical to day tank
- Haul off all debris
- Veeder Root Connection
- Permitting

1.3.12 Startup

- Complete checkout of installed equipment
- Purge product lines
- Programming of console, dispensers and monitors
- Complete equipment training by certified training specialist
- Provide City with complete "close-out" folder with the following:
    - Photos of work during project progress
    - All applicable building permits
    - All inspection reports and approvals
    - Product Warranty Information
    - Copy of all applicable State required "notifications" and "registration form"
    - As-builts

1.4 PROJECT COST ESTIMATE & TIMELINE

Staff does not have a project cost estimate at this time; however, any subsequently published estimated costs 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 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	5.01192% of construction costs
Building	City of Pembroke Pines Building Department (Calvin, Giordano & Associates, Inc.)	1. Construction costs up to $2,500 (Per structure per trade) = $97.17 2. Construction costs greater than $2,500 up to $1,000,000 = 2.96%

1.4.2 PERMIT ALLOWANCE

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 www.bidsync.com 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 Attachment G: Mandatory Pre-Bid Meeting Form

1.5.6 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 # PSUT-19-05** "**Holly Lake Booster Station and Wastewater Treatment Plant Fuel Tank Removal and Generator Re-Pipe**" 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.

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

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

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

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

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

1.6.3 Sworn Statement on Public Entity Crimes Form

1.6.4 Local Vendor Preference Certification

a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines

b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.

c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.6.5 Local Business Tax Receipts

1.6.6 Veteran Owned Small Business Preference Certification

a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.7 Equal Benefits Certification Form

1.6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.

B. Staff will make a recommendation to the City Commission for award of contract.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	**November 19, 2019**
Mandatory Pre-Bid Meeting	**10:00 a.m. on December 2, 2019**
Question Due Date	**December 10, 2019**
Anticipated Date of Issuance for the Addenda with Questions and Answers	**December 16, 2019**
Proposals will be accepted until	**2:00 p.m. on December 24, 2019**
Proposals will be opened at	**2:30 p.m. on December 24, 2019**
Evaluation of Proposals by Staff	**TBD**
Recommendation of Contractor to City Commission award	**TBD**
Issuance of Notice to Proceed	**TBD**
Project Commencement	**Not later than 10 days after NTP**
Project Completion	**90 days after NTP**

1.8.1 MANDATORY PRE-BID MEETING / SITE VISIT

There will be a mandatory scheduled pre-bid meeting on **December 2, 2019 at 10:00 a.m.** Meeting will start at the Holly Lake Booster Station, located at 21800 Northwest 8th Place, Pembroke Pines, FL 33029 and proceed to the Wastewater Treatment Plant located at 13955 Pembroke Road, Pembroke Pines, FL 33027.

All vendors will be required to complete **Attachment G "Mandatory Pre-Bid Meeting Form"** at the meeting and submit it as part of their proposal to show proof of attendance to the mandatory meeting.

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com **on or before 2:00 p.m. on December 24, 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. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outlined in the bid package.**

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

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

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSUT-19-05 "Holly Lakes Booster Station and Wastewater Treatment Plant Fuel Tank Removal and Re-Pipe"** and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

SECTION 2 - INSURANCE REQUIREMENTS

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
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by ISO pollution liability-broadened 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 purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

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

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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

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

3.9 SAMPLES

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

3.10 DEVELOPMENT COSTS

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

3.11 PRICING

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

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

3.12 DELIVERY POINT

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

3.13 TAX EXEMPT STATUS

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

3.14 CONTRACT TIME

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

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

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

3.15 COPYRIGHT OR PATENT RIGHTS

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

3.16 PUBLIC ENTITY CRIMES

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

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

3.17 CONFLICT OF INTEREST

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

3.18 FACILITIES

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

3.19 ENVIRONMENTAL REGULATIONS

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

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

3.20 SIGNATURE REQUIRED

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

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

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

3.21 MANUFACTURER'S CERTIFICATION

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

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

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

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

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

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

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

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

3.24 RESERVATIONS FOR REJECTION AND AWARD

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

3.25 BID PROTEST

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

3.26 INDEMNIFICATION

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

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

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

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

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

3.27 DEFAULT PROVISION

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

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

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

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

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida 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 - IFB # PSUT-19-05 Holly Lake Booster Station and Wastewater Treatment Plant Fuel Tank Removal and Generator Re-Pipe"** and sent to the:

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

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

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

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

4.2 PAYMENT AND PERFORMANCE BONDS

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

revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

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

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

4.3 OWNER'S CONTINGENCY

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

4.4 TAX SAVER PROGRAM

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

4.5 RELEASE OF LIEN

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

4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS

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

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

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **"PSUT-19-05"** titled **"Holly Lake Booster Station and Wastewater Treatment Plant Fuel Tank Removal and Generator Re-Pipe"** attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com 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:

B) Proposal Checklist

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 ☐

C) Sample Proposal Form

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

Installation at Holly Lake Booster Station:

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

Installation at Wastewater Treatment Plant:

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

NON-COLLUSIVE AFFIDAVIT

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

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

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

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

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

Printed Name/Signature _____

Title _____

Name of Company _____

PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

PROPOSER'S License Number:

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

Number of years your organization has been in business

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

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

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

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

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

At what address was that business located?

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

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

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

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

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

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

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

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

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

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

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

Describe the firm's local experience/nature of service with contracts of similar size and complexity, 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)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:
INSURER B,
INSURER C,
INSURER D,
INSURER E,

Companies providing coverage

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AG6REGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

Must Include General Liability

SAMPLE CERTIFICATE

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONSIVEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION AIL 30 DAYS WRITTEN LEFT.

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

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

(DACORD CORPORATION 1988

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."

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

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

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
"«Solicitation_Title»"

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

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

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

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **«Service_Description»,** 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
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) days after the date that CONTRACTOR receives CITY's Notice to Proceed. The work shall be completed within **«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. **It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency or Allowance without the expressed prior approval of the City's authorized representative.** Any Owner's Contingency funds or allowance that have not been utilized at the end of the project will remain with the 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:

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

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

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

ARTICLE 11

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
VENUE

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
SIGNATORY AUTHORITY

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

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

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

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

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

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

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

18.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct 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 re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

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

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

or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

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, 4th 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 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

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

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

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

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

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

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

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

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

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

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

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

22.11 **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 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be 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 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

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

22.15 **Counterparts and Execution.** This Agreement may be executed 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 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with 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.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

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

APPROVED AS TO FORM:

_____
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. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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

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Name and location of the project:

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Size of project: Cost of project:

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The results/deliverables of the project:

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City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

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Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

Mandatory Pre-Bid/Site Visit Confirmation Form

The scanned form, signed by both the Contractor and City Representatives must be uploaded in order for the bid to be considered complete.

_____, who is a representative of
(Printed name of Contractor's representative)

_____ PERSONALLY came and appeared
(Contractor's Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

_____ day of _____, 20_____ as required by:

Solicitation #: _____

Solicitation Title: _____

_____	_____
(Contractor Representative's Printed Name)	(City Representative's Printed Name)
_____	_____
(Contractor Representative's Signature)	(City Representative's Signature)
_____	_____
(Contractor's Company)	(City Representative's Department)
_____	_____
(Contractor's Phone Number)	(City Representative's Phone Number)
_____	_____
(Date)	(Date)

The City requires all questions to be submitted via the BidSync website. Such request must be received by the "Question Due Date," questions received after the "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.

FINAL/PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

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

City of Pembroke Pines

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

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

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

Witnesses:

CONTRACTOR
[NAME OF CONTRACTOR]

_____ BY: _____

_____ Print Name: _____
Print Name

_____ Title: _____

_____
Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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

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

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

PRE-BID ATTENDANCE SHEET

Date: Monday December 2nd at 10:00 a.m.

Proposal/Bid #: PSUT-19-05, Holly Lake Booster Station & WWTP Fuel Tank Removal and Generator Re-pipe

Company Name	Address	Representative Name	E-Mail	Phone Number	Signature
ATC GR. SVS LLC	5802 Thompson Ctr Ct TAMPA, FL 33634	KIRON SENAPATI	KIRON.SENAPATI @ATCGS.COM	813-267 7660	
All Florida contracting Servic	3814 NW 126th AVE coral spring	Doug Vecchio	DOUG@AFCS-CO.com	954-835 7741	
Hinterland Group, Inc	2051 West blue Heron Blvd Riviera Beach	Christian Cancio	info@hinterlandgroup.com	561-640-3503	
RC Development Group	145 Hilda Rd 3281 Ponte Vedra FL.	Roger Combs	RLCombs@COMCAST.NET	904-294-0299	
Lutz PEI	3251 SW 15 Pl. Sted Deerfield Beach FL. 33442	Kevin Moore	lutzpei@lutztank.com	954-971-5222	

Bid #PSUT-19-05 - Holly Lake Booster Station & WWTP Fuel Tank Removal And Generator Re-Pipe IFB C

Time Left	Bid has ended.		
Bid Started	Nov 19, 2019 6:41:23 PM EST	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on Dec 31, 2019 2:00:00 PM EST	**# of suppliers that viewed**	75 (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	**Q & A**	Questions & Answers Questions: 18 Q&A Deadline: Dec 10, 2019 8:30:00 PM EST
Bid Classifications	Classification Codes		
Required Vendor Qualifications	PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR		
Bid Regions	Regions		
Bid Contact	see contact information		
Pre-Bid Conference(s)	Dec 2, 2019 10:00:00 AM EST Attendance is mandatory Location: Meeting will start at the Holly Lake Booster Station, located at 21800 Northwest 8th Place, Pembroke Pines, FL 33029 and proceed to the Wastewater Treatment Plant located at 13955 Pembroke Road, Pembroke Pines, FL 33027. Transcript Attendance		
Copy Bid	Click here to copy the bid and relist it as a new bid		
View Rules	Click here to change the rules for this bid.		
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 âBID 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.
Bid Comments	The City of Pembroke Pines is seeking proposals from qualified firms to remove the 8,000 gallon below ground diesel tank and day tank at Holly Lake Booster Station. Contractor is to pour a concrete slab, install a new above ground tank and day tank and re-pipe. At the Wastewater Treatment Plant

location, contractor is to pour a concrete slab, remove and replace the day tank and install an 8,000 gallon above ground diesel tank and piping.
Added on Dec 3, 2019:
The City's offices will close early on December 24th for the Christmas Eve holiday. Thus, the bid deadline has been extended one week to December 31st, 2019 at 2:00pm EDT.

Documents

Select All | Select None | Download Selected

1. PSUT-19-05 Holly Lakes and WWTP Fuel Tank Removal and Generator Repipe.pdf [download]
2. Attachment A - Contact Information Form.docx [download]
3. Attachment B - Non-Collusive Affidavit [download]
4. Attachment C - Proposers Qualifications Statement [download]
5. Attachment D - Sample Insurance Certificate.pdf [download]
6. Attachment E - Specimen Contract - Construction Agreement 2018-10-25.pdf [download]
7. Attachment F - References Form [download]
8. Attachment G - Mandatory Pre-Bid Site Visit Confirmation.pdf [download]
9. Attachment H - Standard Release of Lien.pdf [download]

= Included in Bid Packet = Excluded from Bid Packet

Items

⊞ Installation at Holly Lake Booster Station [Description]

⊞ Installation at Wastewater Treatment Plant Location [Description]

Change Made On Dec 3, 2019 10:15:15 AM EST

Description/Bid Comments (Information was added)

Previous End Date Dec 24, 2019 2:00:00 PM EST **New End Date** Dec 31, 2019 2:00:00 PM EST

Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.

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Question and Answers for Bid #PSUT-19-05 - Holly Lake Booster Station & WWTP Fuel Tank Removal and Generator Re-pipe

Create New Question

Question Deadline: Dec 10, 2019 8:30:00 PM EST

Overall Bid Questions

Question 1

Project Timeline has been specified as 90 days from NTP. Normally, it takes 10 -12 weeks lead time to fabricate a Fireguard UL-2085 Fuel Storage Tank after receipt of approval drawings. Therefore, is it possible to increase the timeline to 120 days minimum. **(Submitted: Dec 5, 2019 3:52:25 PM EST)**

edit

Answer

- The Project Timeline will be increased to 180 days. **(Answered: Dec 16, 2019 12:05:08 PM EST)**

Add to Answer:

Question 2

Scope of work for clarifications required as follows:

1. Please confirm that temporary fuel will be provided by others during construction at each location.

2. Spill buckets have been specified for the tanks however, considering that the tanks are 8000 gallons each, remote fill spill boxes mounted on the fuel tank at ground level would be easier to service the tanks. Otherwise, a ladder/platform with handrails may be required to service the tanks. Please specify if you require remote fill option.

3. Simplex Day Tanks have been specified. Would you consider other UL Certified day tank manufacturers for this application.. **(Submitted: Dec 5, 2019 4:15:43 PM EST)**

edit

Answer

- 1. Yes, the City will provide fuel and connection for the generators.

  2. Yes, need ladder and spill bucket. Veeder monitoring of fuel level only at Holly Lakes.

  3. Yes. As long as they are comparable and same gallons. **(Answered: Dec 16, 2019 12:05:08 PM EST)**

Add to Answer:

Question 3

Please provide FDEP ID numbers for storage tanks at each location. **(Submitted: Dec 5, 2019 4:16:59 PM EST)**

Answer

edit

- Waste Water Treatment Plant â‘ 01910

  Holly Lake Location - 02208 **(Answered: Dec 16, 2019 12:05:08 PM EST)**

Add to Answer:

Question 4

A new Veeder Root is specified for the Waste Water Treatment Plant East Generator. Could you please specify the model desired. Additionally, what do you plan to monitor with the Veeder Root. We need to know if you plan to monitor the level in the fuel tank which will require a new Magnetostrictive Probe, and similarly you need a separate leak sensor if you plan to monitor the interstitial space in the fuel tank.

The list of equipment provided in the bid specifies a Clock Gauge for monitoring level and a Kruegar Gage to monitor the interstitial space for the new Tank. Therefore, a Veeder Root Tank Monitor is not required as per the regulations for this application unless you want to have one installed. **(Submitted: Dec 6, 2019 10:24:12 AM EST)**

edit

Answer

- New magnetostrictive probe and leak sensor to be installed in the interstitial space and connected to existing veeder root at Holly Lake. No veeder root at the Waste Water Treatment Plant.

  Clock Gauge and Kruegar Gage leak detection will be utilized at the Waste Water Treatment Plant location. **(Answered: Dec 16, 2019 12:05:08 PM EST)**

Add to Answer:

Question 5

Since the costs for both the sites are being solicited separately, could you please clarify the following:

- Will there be only one bid accepted for both sites, based on the total price for both the sites ?

- Will there be one contact agreement or two separate contracts for each site?

- Will the timeline for both the projects to be one or separate ? **(Submitted: Dec 9, 2019 10:40:07 AM EST)**

Answer

edit

- -Please submit your bids with two separate line items, one price per each location as it is formatted in BidSync and also in Attachment A.

  -Please see Section 3.24 on page 24 of the solicitation document; the City reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified.

  -The timeline for each project shall be separate if the contract award is split between two vendors. Otherwise, there will be one timeline for both projects. **(Answered: Dec 12, 2019 9:51:48 AM EST)**

Add to Answer:

Question 6

1. Please specify if ladders, platforms or catwalks are required for the ASTs
2. Please clarify Veeder Root monitoring requirements for each site.
3. Are there communication requirements for the Veeder Root?
3. Are there any specifications / generator requirements for the day tanks? **(Submitted: Dec 9, 2019 4:35:31 PM EST)**

Answer

edit

- 1. Ladder with spill bucket

  2. Holly Lake â¨ Veeder root monitoring with new magnetostrictive probe and leak detector for the interstitial space.
  Waste Water Treatment Plant â¨ No veeder root will be at that location. Only clock gauge and Kruegar Gage leak detection.

  3. No.

  4. Must be 50 gallon tank with one supply pump. Must be comparable to SIMPLEX SST. **(Answered: Dec 16, 2019 12:05:08 PM EST)**

Add to Answer:

Question 7

If the existing underground tank is fiberglass it is likely backfilled with pearock. Do you want to backfill removal area with pearock only or can we use filter fabric then clean soils over the remaining pea rock? **(Submitted: Dec 10, 2019 2:10:44 PM EST)**

edit

Answer

- Vendor to remove all pearock and backfill with dirt and compact. **(Answered: Dec 16, 2019 12:05:08 PM EST)**

Add to Answer:

Question 8

Confirming at Holly Lake site to use existing TLS 350 Veeder Root but supply new probe and tank annular sensor only? **(Submitted: Dec 10, 2019 2:15:12 PM EST)**

edit

Answer

- Magnetostrictive probe and leak detector for the interstitial space. **(Answered: Dec 16, 2019 12:05:08 PM EST)**

Add to Answer:

Question 9

Does the existing underground tank have an interstitial sensor tied to the existing veeder root? **(Submitted: Dec 10, 2019 2:15:44 PM EST)**

edit

Answer

- Yes. **(Answered: Dec 16, 2019 12:05:08 PM EST)**

Add to Answer:

Question 10

Can you confirm genset burn requirements for Holly Lakes site so we can spec the new day tank? Confirm this new day tank will require a return pump. **(Submitted: Dec 10, 2019 2:17:13 PM EST)**

edit

Answer

- Existing day tank is Simplex with one pump. No return pump needed. **(Answered: Dec 16, 2019 12:05:08 PM EST)**

Add to Answer:

Question 11

What size day tank required at Holly Lakes - existing appears to be roughly 60 gallons? **(Submitted: Dec 10, 2019 2:18:05 PM EST)**

edit

Answer

- 50 gallon day tank required at Holly Lakes location. **(Answered: Dec 16, 2019 12:05:08 PM EST)**

Add to Answer:

Question 12

Will we be required to supply temporary tank, connections and product for Holy Lakes site? **(Submitted: Dec 10, 2019 2:18:59 PM EST)**

Answer edit

- No. The City will provide temporary tank and connections. **(Answered: Dec 16, 2019 12:05:08 PM EST)**

Add to Answer:

Question 13

Will an existing site plan and or survey be supplied to the contractor or will we be required to have a new survey completed? **(Submitted: Dec 10, 2019 2:20:05 PM EST)**

edit

Answer

- Contractor will be required to have a new survey completed for both sites. **(Answered: Dec 12, 2019 9:51:48 AM EST)**

Add to Answer:

Question 14

The survey question #13 applies to both sites. **(Submitted: Dec 10, 2019 2:20:48 PM EST)**

Answer edit

- Yes. **(Answered: Dec 12, 2019 9:51:48 AM EST)**

Add to Answer:

Question 15

Can you conform new veeder root required at 7th manor site? What model veeder root system? **(Submitted: Dec 10, 2019 3:12:47 PM EST)**

Answer edit

- No new veeder root is needed at Holly Lake location. Using existing. **(Answered: Dec 16, 2019 12:05:08 PM EST)**

Add to Answer:

Question 16

Is Pembroke Pines tax exempt? If so will PP be supplying tax exemption certificate? **(Submitted: Dec 10, 2019 3:13:53 PM EST)**

Answer edit

- Yes, the city is tax exempt. Please refer to Section 3.13 on page 21 of the solicitation document. If a vendor requires a copy of the City's tax exemption certificate, it can be provided at the time of contract execution. **(Answered: Dec 12, 2019 9:51:48 AM EST)**

Add to Answer:

Question 17

Is contractor required to have pollution liability and professional liability insurance coverage's? if so what limits? **(Submitted: Dec 10, 2019 3:14:53 PM EST)**

Answer

edit

- Please see page 18 of the solicitation document - the Professional Liability insurance limit is no less than $1,000,000 per wrongful act, and the Environmental/Pollution Liability limit is no less than $1,000,000 per wrongful act. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. **(Answered: Dec 12, 2019 9:51:48 AM EST)**

Add to Answer:

Question 18

The bid calls for 90 days completion after notice to proceed. Lead times on tanks are up to 18 weeks at this time so this is not enough time. In addition, if we are required to have a survey completed, engineering plans and permit procurement - this could take up to 90 days as well. Could you adjust the timeframe to reflect 180 days "after" permit procurement? This would be based on ordering the tanks in advance of permit approval. Would PP approve the advance ordering of tanks before permit approval? **(Submitted: Dec 10, 2019 3:25:36 PM EST)**

edit

Answer

- The project timeline has been increased to 180 days.
  Yes, the City approves the ordering of tanks before permit approval. **(Answered: Dec 16, 2019 12:05:08 PM EST)**

Add to Answer:

Submit

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ATC Group Services

Bid Contact **Kiron Senapati**
kiron.senapati@atcgs.com
Ph 813-889-8960

Address **5602 Thompson Center Court**
Suite 405
Suite 405, FL 33634

Qualifications **PP-**DRUGFREE PP-EQUAL PP-LBTR PP-LOCAL PP-SCRUTINIZED PP-SWORN PP-VENDORINFO PP-VOSB PP-W9

Bid Notes **We look forward to assisting you on this important project. Please call me at (813) 267-7660 if you have any questions on this proposal.**
Sincerely,
Kiron Senapati, Project Manager

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
PSUT-19-05--01-01	Installation at Holly Lake Booster Station: Project Cost	**Supplier Product Code:** UL-2085 Fireguard 8000 gal Tank **Supplier Notes:** We acknowledge receipt of the addendum and all 18 questions and answers posted on BidSync.	**First Offer -** $140,000.00	1 / project	**$140,000.00**	**Y**	**Y**
PSUT-19-05--01-02	Installation at Holly Lake Booster Station: Cost to Provide Payment and Performance Bond	**Supplier Product Code:** UL-2085 Fireguard 8000 gal Tank **Supplier Notes:** Performance and Payment Bond to be provided at 1.2% of the total contract amount.	**First Offer -** 1.20%	1 / job	**1.20%**		**Y**

					Lot Total	$140,000.00		
Item #	Line Item	**Notes**		Unit Price	Qty/Unit		Attch.	Docs
PSUT-19-05--02-01	Installation at Wastewater Treatment Plant Location: Project Cost	**Supplier Product Code: Supplier Notes:** We acknowledge receipt of the addendum and all 18 questions and answers posted on BidSync.	**First Offer -**	$99,000.00	1 / project	**$99,000.00**	**Y**	**Y**
PSUT-19-05--02-02	Installation at Wastewater Treatment Plant Location: Cost to Provide Payment and Performance Bond	**Supplier Product Code: Supplier Notes:** Performance and Payment Bond to be provided at 1.2% of the total contract amount.	**First Offer -**	1.20%	1 / job	**1.20%**		**Y**
					Lot Total	$99,000.00		
						Supplier Total	**$239,000.00**	

ATC Group Services

Item: **Installation at Holly Lake Booster Station:Project Cost**

Attachments

Attachment G - Prebid Attendance.pdf

Bid Bond · Executed Copy.pdf

ATC Qualifcations with Resume and Licenses.pdf

City of Pembroke Pines

Attachment G

Mandatory Pre-Bid/Site Visit Confirmation Form

The scanned form, signed by both the Contractor and City Representatives must be uploaded in order for the bid to be considered complete.

KIRON SENAPATI, who is a representative of
(Printed name of Contractor's representative)

ATC GROUP SERVICES LLC PERSONALLY came and appeared
(Contractor's Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

2nd day of DECEMBER, 2019 as required by:

Solicitation #: PSUT-19-05

Solicitation Title: HOLLY LAKE BOOSTER STN. FUEL TANK & WWTP

KIRON SENAPATI	Brian Smith
(Contractor Representative's Printed Name)	(City Representative's Printed Name)
K Senapati	Brian Smith
(Contractor Representative's Signature)	(City Representative's Signature)
ATC GROUP SERVICES LLC	Utilities Operation Manager
(Contractor's Company)	(City Representative's Department)
813-267-7660	253-988-2614
(Contractor's Phone Number)	(City Representative's Phone Number)
12-2-19	12-2-19
(Date)	(Date)

The City requires all questions to be submitted via the BidSync website. Such request must be received by the "Question Due Date," questions received after the "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.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
ATC GROUP SERVICES, LLC
5602 Thompson Center Court, Suite 405
Tampa, FL 33634

SURETY:
(Name, legal status and principal place of business)
WESTCHESTER FIRE INSURANCE COMPANY
436 Walnut Street, WA10H
Philadelphia, PA 19106

OWNER:
(Name, legal status and address)
CITY OF PEMBROKE PINES
8300 South Palm Drive, Pembroke, FL 33025

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)
IFB # PSUT-19-05
Holly Lake Booster Station and Wastewater Treatment Plant Fuel Tank Removal and Generator Re-Pipe

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of December, 2019

Yvette Bonvillain
(Witness)

Melissa Fortier
(Witness) Melissa Fortier

ATC GROUP SERVICES, LLC
(Principal) *(Seal)*
Tanya B Smith, Asst. Treasurer
(Title)

WESTCHESTER FIRE INSURANCE COMPANY
(Surety) *(Seal)*
Lisa A. Ward
(Title) Lisa A. Ward, Attorney in Fact

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City of Pembroke Pines

BidSync

1/9/2020

PSUT-19-05

CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Deena Bridges, Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Terri L. Morrison, Lupe Tyler, Lisa A. Ward, Donna L. Williams and Misty Wright of Houston Texas----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this **19th** day of **February, 2019.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **19th** day of **February, 2019,** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th day of December, 2019.

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

City of Pembroke Pines

BidSync

1/9/2020

ATC Group Services LLC (ATC) is a full service consulting and environmental construction firm with demonstrated experience performing petroleum storage facility design and construction services in Florida. Our professional and field staff have been involved in the performance of these services for over 20 years. Over the past 10 years, the storage tank construction staff has installed over 50 petroleum fuel storage facilities for various private, municipal, and federal clients. Our Mission at ATC is to differentiate ourselves in the marketplace as committed to performing **Quality Work** on all assignments, completing engagements **On Time**, and **Within Budget**. Our Client and Team Driven Focus is at the core of ATC's local and national reputation.

Over the past 35 years, ATC has become one of the leading national providers of environmental and engineering support services nationwide. We are a full service firm specializing in geotechnical and construction material testing, hazardous materials management, industrial hygiene, safety and compliance, environmental remediation, storage tank construction, and health & safety training. We are now considered one of the top diversified engineering consulting firms in the United States.

Our local office in Tampa, Florida was established in 1997, and provides petroleum storage tank design and construction services including site selection and design, equipment specification and selection, site preparation, site construction, maintenance and testing, and decommissioning services. We also provide a full suite of services related to environmental investigation and remediation, indoor air quality and industrial hygiene, and building material sciences.

Our staff, residing locally in Tampa, possess the necessary qualifications and experience required to support any fuel tank design, installation and removal project. Our licenses and certifications include the following:

Type of License or Certification	License / Certification Number
Authorization to Conduct Business	M1600000408
Engineering Certificate of Authorization	CA7783
Certified General Contractor	CGC1522696
Pollutant Storage System Specialty Contractor	PCC056779

ATC follows procedures, methodology, and standards developed by the American Petroleum Institute (API), Petroleum Equipment Institute (PEI), National Fire Protection Act (NFPA), the United States Environmental Protection Agency (US EPA), and the Florida Department of Environmental Protection (FDEP). Our professional and technical staff have also received training and certification from many of these organizations.

Kiron Senapati, PE

Senior Engineer/Project Manager

Branch Location

- Tampa, FL

Education

- M.S., Engineering
  University of Alabama, 1981

Professional Registrations/ Certifications

- Professional Engineer, Florida
- Professional Engineer, Alabama
- Professional Engineer, Georgia
- Florida Certified General Contactor
- Florida Pollutant Storage Systems Contractor

Specialized Training

- OSHA 40-Hour HAZWOPER and Current 8-Hour Refresher
- Photovoltaic Systems Design
- Geothermal Heat Pump Design

Professional Affiliations

- American Institute of Chemical Engineers, Senior Member
- Association of Energy Engineers

ATC Start Date

- March 2013

Publications

- Remedial Options for Treating Arsenic in Groundwater, Remediation Conference, Orlando, FL 2004
- Arsenic Treatment Unit, Reliable Technology for Arsenic Safe Water, International Workshop for Arsenic Removal Technologies, United Nations University, Osaka, Japan, 2001
- Applications of Ozone for Removal of Chlorinated Organic Contaminants from Groundwater, Remediation Conference, Orlando, FL 2000

Mr. Senapati is an innovative engineering professional with over 24 years of process engineering and industrial construction experience in a variety of industries. His background ranges from engineering of manufacturing facilities to design and development of innovative products for the water and wastewater treatment industry. He has varied experience in equipment design, construction, business development, and supervision of engineering staff and has designed, implemented, and managed several water and wastewater treatment projects throughout the US and overseas.

Areas of Expertise

- Storage tank system design and installation
- Water and wastewater treatment design and installation
- Sustainability programs
- Pollution prevention programs
- Alternative energy programs and engineering

In addition to the above, Mr. Senapati's engineering talents include contract document development, plans review, permitting, and construction oversight, which make him a highly effective project manager. He has extensive experience in managing large multidisciplinary projects. Being trained as an engineer and certified as a general contractor, he can provide valuable vision for constructability of an engineering design. He has supervised project teams from start to completion for multiple projects, starting with proposal preparation, pilot testing, detail design/specification, installation, and start-up. Following is a summary of some of the projects he has successfully implemented at various locations throughout the United States and overseas.

Project Experience

Transportation

Fuel Tank Installation, Lee County Port Authority – Fort Myers, FL

Project Manager - Design and install two (2) – 6,000-gallon double wall fuel storage tanks for the vehicle maintenance facility located at the Southwest Florida International Airport. One (1) - 6,000-gallon Fireguard Tank with remote fill box was installed for diesel fuel storage and, one (1) – 6,000-gallon Fireguard Tank with remote fill box and vapor recovery was installed for gasoline storage. The existing fuel dispensers were brought into compliance by providing containment boxes and tied to the existing Megatrex Fuel Management System.

Telecom and Utilities

Electric Operations Building Generator, New Smyrna Beach Utilities – New Smyrna Beach, FL

Project Manager - Removed an existing gas feed generator and replaced it with a client supplied new 100 KW diesel backup generator, at their main Electric Operations Building. A 500-gallon double wall "Convault" diesel fuel storage tank was procured and installed to supply diesel fuel to the new generator. The work scope also included installation of a new 600A, NEMA1, 120/208V, 3-Pole Auto Transfer Switch.

Project Experience

Water/Wastewater

Wastewater Pre-Treatment/Recycle Treatment System, Chromalloy Castings – Tampa, FL

Project Manager - The wastewater treatment system was designed and installed for the Air Craft Engine Parts Manufacturer includes treatment to meet the POTW discharge limits by removing heavy metals and pH adjustment prior to discharge. The treatment system utilized Ceramic Membrane Filtration (CMF) and Reverse Osmosis, for removal of suspended and colloidal solids. The rejected solids are dewatered using a filter press and disposed as a non-hazardous waste.

Refining and Chemicals

Zinc Impacted Soil Remediation, American Radionics Company – Palm Coast, FL

Project Manager - The subject site was impacted with zinc dust produced during manufacturing of capacitors. Performed site assessment of soil and groundwater and determined that only the top soil was impacted with zinc above regulatory cleanup standards. The Florida Department of Environmental Protection (FDEP) had offered two options to the site owner; (a) institutional controls to minimize the potential for human exposure to zinc (b) remediate the site to residential Soil Cleanup Target Limits (SCTLs) for zinc. The site owner decided to implement site remediation. A Remedial Action Plan was prepared and following approval by the FDEP, the site was remediated to residential SCTL for zinc.

Government

Fuel Tank Upgrade, Solid Waste Authority – West Palm Beach, FL

Project Manager - Remove an existing 10,000-gallon single wall diesel fuel tank and replace it with a new 12,000-gallon double wall “Fireguard” diesel fuel storage tank for the West Central County Transfer Station, located in Royal Palm Beach, Florida. The 12,000-gallon double wall “Fireguard” diesel fuel storage tank was installed with a tank mounted fuel dispenser. The new tank was installed adjacent to the existing fuel tank such that fuel service to the facility could be continued during the installation of the new tank to minimize downtime. A complete fuel management system consisting of Veeder Root Model TMS2000 along with OPW K-800 Hybrid Fuel Controller with Key Reader for fueling their fleet vehicles was installed for the new fuel storage tank.

Hillsborough County Fire Rescue, Multiple Fire Stations – Tampa, FL

Project Manager - Installed above ground Fireguard Diesel Fuel Tanks at six (6) different Fire Stations located throughout Hillsborough County for their fleet fueling operations. The tanks included tank mounted fuel dispensers, Veeder Root TLS 450 tank management systems and fuel management systems consisting of Fuel Master Model TMS3500 along with key reader and remote readout for fueling fleet vehicles.

Leachate Storage Tank, Pasco County Solid Waste Transfer Station – Dade City, FL

Project Manager - The 15,000-gallon underground double wall leachate tank was installed with a programmable loading station for pumping out the leachate stored in the tank. The tank was equipped with a grinder pump to pump a pre-set volume of leachate into a tanker truck for offsite disposal. The tank was also equipped with a LEL sensor and alarm to monitor methane.

Fire Protection Tank, Hillsborough County Sheriff’s Training Facility – Lithia, FL

Project Manager - The 30,000-gallon above ground fire protection tank was installed along with an onsite production well to provide water for fire protection and training purposes. The original design had specified an onsite built storage tank, but due to on site constraints, and operation of the training facility, the client accepted our offer to install a factory built storage tank to minimize impact on the training operations.

Presentations

- Industrial Wastewater Treatment Technologies, Florida Industrial Pre-Treatment Association Conference, Daytona Beach, FL 2009
- Arsenic Removal from Drinking Water Using Iron-Based Adsorbents, AWWA Conference, San Diego, CA 2007

Jim Sharp

Construction Project Manager

Branch Location

- Tampa, FL

Professional Registrations/ Certifications

- Certified Environmental Compliance Manager (CECM), Columbia Southern University, 2004
- UST Removal, Arkansas Department Pollution Control and Ecology, License No. 751
- Monitoring Well Installation, Arkansas Water Well Commission, Cert. No. 2403
- UST Installation, Nebraska State Fire Marshal, License No. 2571
- UST Removal, International Fire Code Institute (IFCI) Cert. No. 82987
- UST Installation and Retrofitting, International Fire Code Institute, (IFCI) Cert. No.85450
- Tank Testing, International Fire Code Institute (IFCI) Cert. No. 1036177-27
- Volumetric Tank Testing Certification, Horner Creative Products, MI
- Well Drilling and Pump Installation, Missouri Department of Natural Resources,
- UST Closure, Louisiana Department of Environment, Cert. No. C-0494
- Steel and Fiberglass Tank Installation (Xerxes, Highland, Modern, Convault,etc.)
- Fiberglass and Geoflex Piping Installation (OPW, Ameron, Smith, APT, etc.)
- Veeder-Root, EBW, and Pnuemercator Tank Monitoring Systems Installation, Programming, Startup.
- Class “A” Commercial Driver’s License, Florida

Mr. Sharp has 24 years providing environmental construction and management services to public and private clients throughout the U.S. Having served as a Director of Operations, Construction Manager, and Project Manager for numerous companies, Mr. Sharp oversees all construction tasks including remedial systems installation, AST and UST installations, removals, upgrades, site demolition and restoration, hazardous and non-hazardous waste mitigation, HAZMAT response, industrial services, and OSHA and field training of personnel. He has experience in fuel systems design and installation of fleet and retail fueling services for both UST and AST applications. He is knowledgeable of applicable OSHA, ASTM, STI, NFPA and API regulations. He has successfully established construction and estimating departments for three separate entities, and has expanded the capabilities and endeavors of others.

Areas of Expertise

- Personnel Management
- Project Management
- Construction Management
- Federal Project Management
- Fuel Systems Design
- Basic Electronics
- Automated Controls – Design, Construction, Installations
- Remedial Systems Troubleshooting, Design, Installations
- Industrial Mechanical Processes
- Construction Technologies
- Training Program Administrator
- HAZMAT Response/Command
- Confined Space Supervisor/Instructor

Project Experience

UST and AST Services

- **U.S. Postal Service, Fleet Fuel System Upgrades.** Removal and closure of USTs and installation of ASTs at six postal facilities in Alabama and Florida. $650,000.
- **U.S. Coast Guard, Miami, Florida.** Closure of USTs and installation of AST with day tank and generator fuel supply system. $250,000.
- **Hillsborough County Sheriff’s Correctional Facilities.** Performed UST upgrades of piping, dispensers, sumps and monitoring systems at three facilities in Hillsborough County.
- **Fuel System Upgrades, Mac Dill AFB, Tampa, Florida.** Project Manager for upgrading fuel systems at seven high security locations while keeping fuel stations active. Revenues were approximately $350,000.
- **Pinellas County Fuel System Upgrades.** Construction Manager responsible for installing upgrade tanks and dispensers at Sheriff’s and police offices in Pinellas County. $420,000.
- **Florida Department of Transportation.** Design and installation of 40,000-gallon AST Fleet fueling system. $480,000.

ATC

Jim Sharp

Specialized Training

- OSHA 40-Hour HAZWOPER and Current 8-Hour Refresher
- Hazardous Waste Operations Trainer, New Environment, Inc., Ohio
- Aquatic Environments: Marine Reef Ecosystems. 1985-1992
- First Aid and CPR Training, 1985, Biennial Refresher
- Confined Space Supervisor and Instructor
- Hazardous Response Supervisor (1998 – 2003)
- Superfund Manager and Supervisor

Professional Affiliations

- U.S. Air Force
- U.S. Marine Corp
- Society of American Military Engineers (SAME)

ATC Start Date

- May 2009

Project Experience

UST and AST Services continued

- **Citrus County Emergency Operations Center.** Installation of emergency generator fuel system, integral alarm, communications, and automatic fuel circulation and filtration system. $400,000.
- **Citrus County Schools Storage Tank Upgrades.** Removal and closure of existing UST systems and subsequent installation of AST fleet fueling systems for bus maintenance facilities at three locations within county. $450,000.

Industrial Services

- **Facility Closure, Coronet Industries, Plant City, Florida.** Site supervisor of facility storage vessel cleaning and decommissioning with the characterization, handling, and disposal of approximately 200,000-gallons of assorted hazardous wastes. Revenues were approximately $600,000.
- **A Plus Fireplace and Granite, New Port Richey, Florida.** Design and installation of a water recovery and reclamation system for a granite and marble materials manufacturer. $145,000.
- **Stormwater Collection and Treatment System, Orlando, Florida.** Installation of containment area for commercial bulk oil services company. Above grade oil water separator with multiple submersible pump catch basins and automated control panel.

Environmental Services

- **Superfund Site Corbin, Kentucky.** Closure of bulk oil facility and barrel recycling center. Design and installation of active insitu and exsitu bio-remediation system for treatment of approximately 22,000 cubic yards of contaminated soils. $2.5M.
- **St. Louis International Airport Expansion, St. Louis, MO.** Closure of deicing facility storage tanks and mitigation of 9500 cubic yards of contaminated soils. $550,000.
- **Superfund Site Lakeland, Florida.** Site Supervisor and Safety Officer for the mitigation of pesticide laden soils at a former processing facility. Full level B and C excavation, geotextile, and restoration. $550,000.
- **Superfund Site Tampa, Florida.** Project Manager and Site Supervisor for removal of hazardous impacted soils and treatment of groundwater at an active pesticide processing facility. $1.5M.
- **Numerous Soil and Groundwater Remediation Systems Installations, Florida.** AS and VES system installations throughout Florida. One bio-regeneration and augmentation system and two TCE recovery and remediation systems.

Construction Services

- **Project Manager, Youth Center Facility, Camp LeJeune, North Carolina.** Federal Project for the construction of a new recreation center for youth activities and classes that included a full size basketball gymnasium. $2.5 M.
- **Project Manager, Airport Terminal Renovation, New River Air Station, North Carolina.** Federal project for the renovation of the existing airport terminal. Upgrades to HVAC, boiler, fire, electrical, and remodel. Included change order for addition of VIP lounge. $700,000.
- **Hanger Renovation, Camp LeJeune, North Carolina.** Federal project for the complete renovation of existing 1940s era hanger facility. Included interior and exterior demolition and renovation, lead and asbestos abatement. $2.5 M.
- **Rehabilitation Center Renovation and Upgrade, Kinston, North Carolina.** State funded project for the installation of fire protection systems, firewalls, and asbestos abatement. $650,000.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SENAPATI, KIRON

ATC GROUP SERVICES LLC
9510 NORCHESTER CIR
TAMPA FL 33647

LICENSE NUMBER: CGC1522696

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SENAPATI, KIRON

ATC GROUP SERVICES LLC
9510 NORCHESTER CIR
TAMPA FL 33647

LICENSE NUMBER: PCC056779

EXPIRATION DATE: AUGUST 31, 2020

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ATC Group Services

Item: **Installation at Wastewater Treatment Plant Location:Installation at Wastewater Treatment Plant Location:Project Cost**

Attachments

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Bid Bond · Executed Copy.pdf

ATC Qualifcations with Resume and Licenses.pdf

City of Pembroke Pines

Attachment G

Mandatory Pre-Bid/Site Visit Confirmation Form

The scanned form, signed by both the Contractor and City Representatives must be uploaded in order for the bid to be considered complete.

KIRON SENAPATI, who is a representative of
(Printed name of Contractor's representative)

ATC GROUP SERVICES, LLC PERSONALLY came and appeared
(Contractor's Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

2nd day of DECEMBER, 2019 as required by:

Solicitation #: PSUT-19-05

Solicitation Title: HOLLY LAKE BOOSTER STN. FUEL TANK & WWTP

KIRON SENAPATI	Brian Smith
(Contractor Representative's Printed Name)	(City Representative's Printed Name)
K Senapati	Brian Smith
(Contractor Representative's Signature)	(City Representative's Signature)
ATC GROUP SERVICES LLC	Utilities Operation Manager
(Contractor's Company)	(City Representative's Department)
813-267-7660	253-988-2614
(Contractor's Phone Number)	(City Representative's Phone Number)
12-2-19	12-2-19
(Date)	(Date)

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
ATC GROUP SERVICES, LLC
5602 Thompson Center Court, Suite 405
Tampa, FL 33634

SURETY:
(Name, legal status and principal place of business)
WESTCHESTER FIRE INSURANCE COMPANY
436 Walnut Street, WA10H
Philadelphia, PA 19106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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OWNER:
(Name, legal status and address)
CITY OF PEMBROKE PINES

8300 South Palm Drive, Pembroke, FL 33025

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
IFB # PSUT-19-05
Holly Lake Booster Station and Wastewater Treatment Plant Fuel Tank Removal and Generator Re-Pipe

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of December, 2019

Yvette Bonvillain
(Witness)

Melissa Fortier
(Witness) Melissa Fortier

ATC GROUP SERVICES, LLC
(Principal) *(Seal)*
Asst. Treasurer
(Title)

WESTCHESTER FIRE INSURANCE COMPANY
(Surety) *(Seal)*
Lisa A. Ward
(Title) Lisa A. Ward, Attorney in Fact

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City of Pembroke Pines

BidSync

1/9/2020

PSUT-19-05

CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Deena Bridges, Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Terri L. Morrison, Lupe Tyler, Lisa A. Ward, Donna L. Williams and Misty Wright of Houston Texas----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this **19th** day of **February, 2019.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **19th** day of **February, 2019,** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th day of December, 2019.

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

City of Pembroke Pines

BidSync

1/9/2020

ATC Group Services LLC (ATC) is a full service consulting and environmental construction firm with demonstrated experience performing petroleum storage facility design and construction services in Florida. Our professional and field staff have been involved in the performance of these services for over 20 years. Over the past 10 years, the storage tank construction staff has installed over 50 petroleum fuel storage facilities for various private, municipal, and federal clients. Our Mission at ATC is to differentiate ourselves in the marketplace as committed to performing **Quality Work** on all assignments, completing engagements **On Time**, and **Within Budget**. Our Client and Team Driven Focus is at the core of ATC's local and national reputation.

Over the past 35 years, ATC has become one of the leading national providers of environmental and engineering support services nationwide. We are a full service firm specializing in geotechnical and construction material testing, hazardous materials management, industrial hygiene, safety and compliance, environmental remediation, storage tank construction, and health & safety training. We are now considered one of the top diversified engineering consulting firms in the United States.

Our local office in Tampa, Florida was established in 1997, and provides petroleum storage tank design and construction services including site selection and design, equipment specification and selection, site preparation, site construction, maintenance and testing, and decommissioning services. We also provide a full suite of services related to environmental investigation and remediation, indoor air quality and industrial hygiene, and building material sciences.

Our staff, residing locally in Tampa, possess the necessary qualifications and experience required to support any fuel tank design, installation and removal project. Our licenses and certifications include the following:

Type of License or Certification	License / Certification Number
Authorization to Conduct Business	M1600000408
Engineering Certificate of Authorization	CA7783
Certified General Contractor	CGC1522696
Pollutant Storage System Specialty Contractor	PCC056779

ATC follows procedures, methodology, and standards developed by the American Petroleum Institute (API), Petroleum Equipment Institute (PEI), National Fire Protection Act (NFPA), the United States Environmental Protection Agency (US EPA), and the Florida Department of Environmental Protection (FDEP). Our professional and technical staff have also received training and certification from many of these organizations.

Kiron Senapati, PE

Senior Engineer/Project Manager

Branch Location

- Tampa, FL

Education

- M.S., Engineering
  University of Alabama, 1981

Professional Registrations/ Certifications

- Professional Engineer, Florida
- Professional Engineer, Alabama
- Professional Engineer, Georgia
- Florida Certified General Contactor
- Florida Pollutant Storage Systems Contractor

Specialized Training

- OSHA 40-Hour HAZWOPER and Current 8-Hour Refresher
- Photovoltaic Systems Design
- Geothermal Heat Pump Design

Professional Affiliations

- American Institute of Chemical Engineers, Senior Member
- Association of Energy Engineers

ATC Start Date

- March 2013

Publications

- Remedial Options for Treating Arsenic in Groundwater, Remediation Conference, Orlando, FL 2004
- Arsenic Treatment Unit, Reliable Technology for Arsenic Safe Water, International Workshop for Arsenic Removal Technologies, United Nations University, Osaka, Japan, 2001
- Applications of Ozone for Removal of Chlorinated Organic Contaminants from Groundwater, Remediation Conference, Orlando, FL 2000

Mr. Senapati is an innovative engineering professional with over 24 years of process engineering and industrial construction experience in a variety of industries. His background ranges from engineering of manufacturing facilities to design and development of innovative products for the water and wastewater treatment industry. He has varied experience in equipment design, construction, business development, and supervision of engineering staff and has designed, implemented, and managed several water and wastewater treatment projects throughout the US and overseas.

Areas of Expertise

- Storage tank system design and installation
- Water and wastewater treatment design and installation
- Sustainability programs
- Pollution prevention programs
- Alternative energy programs and engineering

In addition to the above, Mr. Senapati's engineering talents include contract document development, plans review, permitting, and construction oversight, which make him a highly effective project manager. He has extensive experience in managing large multidisciplinary projects. Being trained as an engineer and certified as a general contractor, he can provide valuable vision for constructability of an engineering design. He has supervised project teams from start to completion for multiple projects, starting with proposal preparation, pilot testing, detail design/specification, installation, and start-up. Following is a summary of some of the projects he has successfully implemented at various locations throughout the United States and overseas.

Project Experience

Transportation

Fuel Tank Installation, Lee County Port Authority – Fort Myers, FL

Project Manager - Design and install two (2) – 6,000-gallon double wall fuel storage tanks for the vehicle maintenance facility located at the Southwest Florida International Airport. One (1) - 6,000-gallon Fireguard Tank with remote fill box was installed for diesel fuel storage and, one (1) – 6,000-gallon Fireguard Tank with remote fill box and vapor recovery was installed for gasoline storage. The existing fuel dispensers were brought into compliance by providing containment boxes and tied to the existing Megatrex Fuel Management System.

Telecom and Utilities

Electric Operations Building Generator, New Smyrna Beach Utilities – New Smyrna Beach, FL

Project Manager - Removed an existing gas feed generator and replaced it with a client supplied new 100 KW diesel backup generator, at their main Electric Operations Building. A 500-gallon double wall "Convault" diesel fuel storage tank was procured and installed to supply diesel fuel to the new generator. The work scope also included installation of a new 600A, NEMA1, 120/208V, 3-Pole Auto Transfer Switch.

Project Experience

Water/Wastewater

Wastewater Pre-Treatment/Recycle Treatment System, Chromalloy Castings – Tampa, FL

Project Manager - The wastewater treatment system was designed and installed for the Air Craft Engine Parts Manufacturer includes treatment to meet the POTW discharge limits by removing heavy metals and pH adjustment prior to discharge. The treatment system utilized Ceramic Membrane Filtration (CMF) and Reverse Osmosis, for removal of suspended and colloidal solids. The rejected solids are dewatered using a filter press and disposed as a non-hazardous waste.

Refining and Chemicals

Zinc Impacted Soil Remediation, American Radionics Company – Palm Coast, FL

Project Manager - The subject site was impacted with zinc dust produced during manufacturing of capacitors. Performed site assessment of soil and groundwater and determined that only the top soil was impacted with zinc above regulatory cleanup standards. The Florida Department of Environmental Protection (FDEP) had offered two options to the site owner; (a) institutional controls to minimize the potential for human exposure to zinc (b) remediate the site to residential Soil Cleanup Target Limits (SCTLs) for zinc. The site owner decided to implement site remediation. A Remedial Action Plan was prepared and following approval by the FDEP, the site was remediated to residential SCTL for zinc.

Government

Fuel Tank Upgrade, Solid Waste Authority – West Palm Beach, FL

Project Manager - Remove an existing 10,000-gallon single wall diesel fuel tank and replace it with a new 12,000-gallon double wall “Fireguard” diesel fuel storage tank for the West Central County Transfer Station, located in Royal Palm Beach, Florida. The 12,000-gallon double wall “Fireguard” diesel fuel storage tank was installed with a tank mounted fuel dispenser. The new tank was installed adjacent to the existing fuel tank such that fuel service to the facility could be continued during the installation of the new tank to minimize downtime. A complete fuel management system consisting of Veeder Root Model TMS2000 along with OPW K-800 Hybrid Fuel Controller with Key Reader for fueling their fleet vehicles was installed for the new fuel storage tank.

Hillsborough County Fire Rescue, Multiple Fire Stations – Tampa, FL

Project Manager - Installed above ground Fireguard Diesel Fuel Tanks at six (6) different Fire Stations located throughout Hillsborough County for their fleet fueling operations. The tanks included tank mounted fuel dispensers, Veeder Root TLS 450 tank management systems and fuel management systems consisting of Fuel Master Model TMS3500 along with key reader and remote readout for fueling fleet vehicles.

Leachate Storage Tank, Pasco County Solid Waste Transfer Station – Dade City, FL

Project Manager - The 15,000-gallon underground double wall leachate tank was installed with a programmable loading station for pumping out the leachate stored in the tank. The tank was equipped with a grinder pump to pump a pre-set volume of leachate into a tanker truck for offsite disposal. The tank was also equipped with a LEL sensor and alarm to monitor methane.

Fire Protection Tank, Hillsborough County Sheriff’s Training Facility – Lithia, FL

Project Manager - The 30,000-gallon above ground fire protection tank was installed along with an onsite production well to provide water for fire protection and training purposes. The original design had specified an onsite built storage tank, but due to on site constraints, and operation of the training facility, the client accepted our offer to install a factory built storage tank to minimize impact on the training operations.

Presentations

- Industrial Wastewater Treatment Technologies, Florida Industrial Pre-Treatment Association Conference, Daytona Beach, FL 2009
- Arsenic Removal from Drinking Water Using Iron-Based Adsorbents, AWWA Conference, San Diego, CA 2007

Jim Sharp

Construction Project Manager

Branch Location

- Tampa, FL

Professional Registrations/ Certifications

- Certified Environmental Compliance Manager (CECM), Columbia Southern University, 2004
- UST Removal, Arkansas Department Pollution Control and Ecology, License No. 751
- Monitoring Well Installation, Arkansas Water Well Commission, Cert. No. 2403
- UST Installation, Nebraska State Fire Marshal, License No. 2571
- UST Removal, International Fire Code Institute (IFCI) Cert. No. 82987
- UST Installation and Retrofitting, International Fire Code Institute, (IFCI) Cert. No.85450
- Tank Testing, International Fire Code Institute (IFCI) Cert. No. 1036177-27
- Volumetric Tank Testing Certification, Horner Creative Products, MI
- Well Drilling and Pump Installation, Missouri Department of Natural Resources,
- UST Closure, Louisiana Department of Environment, Cert. No. C-0494
- Steel and Fiberglass Tank Installation (Xerxes, Highland, Modern, Convault,etc.)
- Fiberglass and Geoflex Piping Installation (OPW, Ameron, Smith, APT, etc.)
- Veeder-Root, EBW, and Pnuemercator Tank Monitoring Systems Installation, Programming, Startup.
- Class “A” Commercial Driver’s License, Florida

Mr. Sharp has 24 years providing environmental construction and management services to public and private clients throughout the U.S. Having served as a Director of Operations, Construction Manager, and Project Manager for numerous companies, Mr. Sharp oversees all construction tasks including remedial systems installation, AST and UST installations, removals, upgrades, site demolition and restoration, hazardous and non-hazardous waste mitigation, HAZMAT response, industrial services, and OSHA and field training of personnel. He has experience in fuel systems design and installation of fleet and retail fueling services for both UST and AST applications. He is knowledgeable of applicable OSHA, ASTM, STI, NFPA and API regulations. He has successfully established construction and estimating departments for three separate entities, and has expanded the capabilities and endeavors of others.

Areas of Expertise

- Personnel Management
- Project Management
- Construction Management
- Federal Project Management
- Fuel Systems Design
- Basic Electronics
- Automated Controls – Design, Construction, Installations
- Remedial Systems Troubleshooting, Design, Installations
- Industrial Mechanical Processes
- Construction Technologies
- Training Program Administrator
- HAZMAT Response/Command
- Confined Space Supervisor/Instructor

Project Experience

UST and AST Services

- **U.S. Postal Service, Fleet Fuel System Upgrades.** Removal and closure of USTs and installation of ASTs at six postal facilities in Alabama and Florida. $650,000.
- **U.S. Coast Guard, Miami, Florida.** Closure of USTs and installation of AST with day tank and generator fuel supply system. $250,000.
- **Hillsborough County Sheriff’s Correctional Facilities.** Performed UST upgrades of piping, dispensers, sumps and monitoring systems at three facilities in Hillsborough County.
- **Fuel System Upgrades, Mac Dill AFB, Tampa, Florida.** Project Manager for upgrading fuel systems at seven high security locations while keeping fuel stations active. Revenues were approximately $350,000.
- **Pinellas County Fuel System Upgrades.** Construction Manager responsible for installing upgrade tanks and dispensers at Sheriff’s and police offices in Pinellas County. $420,000.
- **Florida Department of Transportation.** Design and installation of 40,000-gallon AST Fleet fueling system. $480,000.

ATC

Specialized Training

- OSHA 40-Hour HAZWOPER and Current 8-Hour Refresher
- Hazardous Waste Operations Trainer, New Environment, Inc., Ohio
- Aquatic Environments: Marine Reef Ecosystems. 1985-1992
- First Aid and CPR Training, 1985, Biennial Refresher
- Confined Space Supervisor and Instructor
- Hazardous Response Supervisor (1998 – 2003)
- Superfund Manager and Supervisor

Professional Affiliations

- U.S. Air Force
- U.S. Marine Corp
- Society of American Military Engineers (SAME)

ATC Start Date

- May 2009

Project Experience

UST and AST Services continued

- **Citrus County Emergency Operations Center.** Installation of emergency generator fuel system, integral alarm, communications, and automatic fuel circulation and filtration system. $400,000.
- **Citrus County Schools Storage Tank Upgrades.** Removal and closure of existing UST systems and subsequent installation of AST fleet fueling systems for bus maintenance facilities at three locations within county. $450,000.

Industrial Services

- **Facility Closure, Coronet Industries, Plant City, Florida.** Site supervisor of facility storage vessel cleaning and decommissioning with the characterization, handling, and disposal of approximately 200,000-gallons of assorted hazardous wastes. Revenues were approximately $600,000.
- **A Plus Fireplace and Granite, New Port Richey, Florida.** Design and installation of a water recovery and reclamation system for a granite and marble materials manufacturer. $145,000.
- **Stormwater Collection and Treatment System, Orlando, Florida.** Installation of containment area for commercial bulk oil services company. Above grade oil water separator with multiple submersible pump catch basins and automated control panel.

Environmental Services

- **Superfund Site Corbin, Kentucky.** Closure of bulk oil facility and barrel recycling center. Design and installation of active insitu and exsitu bio-remediation system for treatment of approximately 22,000 cubic yards of contaminated soils. $2.5M.
- **St. Louis International Airport Expansion, St. Louis, MO.** Closure of deicing facility storage tanks and mitigation of 9500 cubic yards of contaminated soils. $550,000.
- **Superfund Site Lakeland, Florida.** Site Supervisor and Safety Officer for the mitigation of pesticide laden soils at a former processing facility. Full level B and C excavation, geotextile, and restoration. $550,000.
- **Superfund Site Tampa, Florida.** Project Manager and Site Supervisor for removal of hazardous impacted soils and treatment of groundwater at an active pesticide processing facility. $1.5M.
- **Numerous Soil and Groundwater Remediation Systems Installations, Florida.** AS and VES system installations throughout Florida. One bio-regeneration and augmentation system and two TCE recovery and remediation systems.

Construction Services

- **Project Manager, Youth Center Facility, Camp LeJeune, North Carolina.** Federal Project for the construction of a new recreation center for youth activities and classes that included a full size basketball gymnasium. $2.5 M.
- **Project Manager, Airport Terminal Renovation, New River Air Station, North Carolina.** Federal project for the renovation of the existing airport terminal. Upgrades to HVAC, boiler, fire, electrical, and remodel. Included change order for addition of VIP lounge. $700,000.
- **Hanger Renovation, Camp LeJeune, North Carolina.** Federal project for the complete renovation of existing 1940s era hanger facility. Included interior and exterior demolition and renovation, lead and asbestos abatement. $2.5 M.
- **Rehabilitation Center Renovation and Upgrade, Kinston, North Carolina.** State funded project for the installation of fire protection systems, firewalls, and asbestos abatement. $650,000.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SENAPATI, KIRON

ATC GROUP SERVICES LLC
9510 NORCHESTER CIR
TAMPA FL 33647

LICENSE NUMBER: CGC1522696

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SENAPATI, KIRON

ATC GROUP SERVICES LLC
9510 NORCHESTER CIR
TAMPA FL 33647

LICENSE NUMBER: PCC056779

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Supplier: **ATC Group Services**

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **"PSUT-19-05"** titled **"Holly Lake Booster Station and Wastewater Treatment Plant Fuel Tank Removal and Generator Re-Pipe"** attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com 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: **ATC Group Services LLC**

STREET ADDRESS: **5602 Thompson Center Court, Suite 405**

CITY, STATE & ZIP CODE: **Tampa, FL 33634**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Kiron Senapati** TITLE: **Senior Engineer/ Project Manager**

E-MAIL: **kiron.senapati@atcgs.com**

TELEPHONE: **813-267-7660** FAX: **8138898754**

AUTHORIZED APPROVER:

NAME: **Cason Commander** TITLE: **Branch Manager**

E-MAIL: **cason.commander@atcgs.com**

TELEPHONE: **727-748-6802** FAX: **8138898754**

SIGNATURE: **Cason Commander**

B) Proposal Checklist

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 ☑

C) Sample Proposal Form

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

Installation at Holly Lake Booster Station:

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

Installation at Wastewater Treatment Plant:

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

Supplier: **ATC Group Services**

City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Representative**,
(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 **Kiron Senapati**

Title **Senior Engineer/ Project Manager**

Name of Company **kiron.senapati@atcgs.com**

Supplier: **ATC Group Services**

City of Pembroke Pines

Attachment C

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:
ATC Group Services LLC
5602 Thompson Center Court, #405
Tampa, FL 33634

PROPOSER'S License Number: **CGC1522696 & PCC056779**
(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business **20+**

State the number of years your firm has been in business under your present business name **20+**

State the number of years your firm has been in business in the work specific to this solicitation: **10+**

Names and titles of all officers, partners or individuals doing business under trade name:
Robert Toups
Paul Grillo
Alexis Paniagua

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.
N/A

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:
Zurich American Insurance Company
Colonial American Casualty & Surety Company
1299 Zurich Way
Schaumburg, IL 60196
Lisa Ward Agent
Tel: 512-241-2114

Have you ever failed to complete work awarded to you. If so, when, where and why?
No

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

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).
Self perform the major work under this contract.
Only subcontract electrical which will be less than 5% of the contract

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.
N/A

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).
None

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
None

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.
None

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.
No

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:
No

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

ATC Group Services LLC (ATC) is a full service engineering and construction firm with demonstrated experience performing petroleum storage facility design and construction services in Florida. Our professional and field staff have been involved in the performance of these services for over 20 years. Over the past 10 years, the storage tank construction staff has installed over 50 petroleum fuel storage facilities for various private, municipal, and federal clients. Recently we completed a very similar scope of work for the TOHO Water Authority in removing a 6000 gallon Diesel UST and replacing with an AST Fireguard UL-2085 tank for a Backup Generator. The project was completed successfully in November 2019.

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.

ATC Group Services LLC
(Company Name)

kiron.senapati@atcgs.com
(Printed Name/Signature)

Supplier: **ATC Group Services**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **TOHO Water Authority**

Address: **1616 South John Young Parkway**

City/State/Zip: **Kissimmee, FL 34741**

Contact Name: **Mr. Don Vedner** Title: **Project Manager**

E-Mail Address: **dvedner@tohowater.com**

Telephone: **(407) 944-5077** Fax: **NA**

Project Information:

Name of Contractor Performing the work: **ATC Group Services LLC**

Name and location of the project: **IFB-19-100 Supply & Replacement of Diesel Fuel Storage Tank. Champions Gate, Florida**

Nature of the firm's responsibility on the project: **Prime General Contractor providing overall permitting of the project and installation of the fuel storage tank. The underground fuel tank removal and environmental closure was also completed by ATC Group Services personnel.**

Project duration: **120** Completion (Anticipated) Date: **11/2019**

Size of project: **6000 Gallon Fuel Tank** Cost of project: **$104,020.00**

Work for which staff was responsible: **Scope of work included preparing engineering drawings for permitting purposes, followed by installation of the 6000 gallon fuel storage tank.**

Contract Type: **Lump Sum**

The results/deliverables of the project: **Installation and Start-up**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **Pinellas County BOCC**

Address: **9685 Ulmerton Road**

City/State/Zip: **Largo, FL 33771**

Contact Name: **Mr. John Neal** Title: **Project Manager**

E-Mail Address: **janeal@co.pinellas.us**

Telephone: **(727) 582-3038** Fax: **(727) 582-3061**

Project Information:

Name of Contractor Performing the work: **ATC Group Services LLC**

Name and location of the project: **Bid No. 189-0067-CP LN Fuel Tank Replacement.**
Lake Seminole Park
10015 Park Blvd N, Seminole, FL 33777

Nature of the firm's responsibility on the project: **Prime General Contractor providing overall permitting of the project and installation of the fuel storage tank.**

Project duration: **180** Completion (Anticipated) Date: **9/2019**

Size of project: **6000 gallon fuel tank** Cost of project: **$285,582.00**

Work for which staff was responsible: **Scope of work included permitting followed by site preparation and installation of the 6000 gallon fuel storage tank, including dual product dispenser.**

Contract Type: **Lump Sum**

The results/deliverables of the project: **Installation and Start-up**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Fort Pierce Public Works**

Address: **52 Savannah Road**

City/State/Zip: **Fort Pierce, FL 34982**

Contact Name: **Mr. Charles Penachio** Title: **Fleet Manager**

E-Mail Address: **cpenachio@city-ftpierce.com**

Telephone: **(772) 467-3815** Fax: **NA**

Project Information:

Name of Contractor Performing the work: **ATC Group Services LLC**

Name and location of the project: **Fuel Storage Tank Replacement**
Public Works Department
52 Savannah Road, Fort Pierce, FL 34982

Nature of the firm's responsibility on the project: **Prime General Contractor providing overall permitting of the project and installation of the two (2) 12,000 gallon fuel storage tanks. The removal of old fuel tanks and environmental closure was also completed in house.**

Project duration: **120** Completion (Anticipated) Date: **11/2018**

Size of project: **Two (2) -12,000 Gal Tank** Cost of project: **$160,000.00**

Work for which staff was responsible: **Removed existing two (2)- 12,000 gallon fuel tanks and replaced with two (2) - 12,000 gallon Fireguard UL-2085 tanks with remote fill boxes.**

Contract Type: **Lump Sum**

The results/deliverables of the project: **Installation and Start-up**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **Hillsborough Community College**

Address: **10414 Columbus Drive**

City/State/Zip: **Tampa, FL 33619**

Contact Name: **Mr. C. Reaves** Title: **Maintenance Manager**

E-Mail Address: **creaves@hcfl.edu**

Telephone: **(813) 253-7846** Fax: **NA**

Project Information:
Name of Contractor Performing the work: **ATC Group Services LLC**

Name and location of the project: **Fuel Tank Replacement**
Hillsborough Community College, Brandon Campus
10414 Columbus Drive, Tampa, FL 33619

Nature of the firm's responsibility on the project: **Prime General Contractor providing overall design, permitting, and installation of the fuel storage tank. The underground fuel tank removal and environmental closure was completed by ATC Group Services personnel.**

Project duration: **120** Completion (Anticipated) Date: **5/2019**

Size of project: **1000 gallon fuel tank** Cost of project: **$64,000.00**

Work for which staff was responsible: **Remove 1000 gallon underground fuel storage tank and replaced with 1000 gallon Fireguard UL-2085 above ground fuel tank. A new Day Tank and TMS2000 tank monitoring system installed.**

Contract Type: **Lump Sum**

The results/deliverables of the project: **Installation and Start-up**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **The Villages Utilities Department**

Address: **The Villages Wastewater Treatment Plant**

City/State/Zip: **The Villages, FL 32159**

Contact Name: **Mr. Wayne Kornegay** Title: **Utilities Director**

E-Mail Address: **Wayne.Kornegay@districtgov.com**

Telephone: **(352) 751-3939** Fax: **NA**

Project Information:
Name of Contractor Performing the work: **ATC Group Services LLC**

Name and location of the project: **Fuel Storage Tank Replacement**
The Villages Wastewater Treatment Plant
The Villages, FL 32159

Nature of the firm's responsibility on the project: **Prime General Contractor providing overall permitting of the project and installation of the fuel storage tank. The fuel tank removal and environmental closure was also completed by ATC Group Services personnel.**

Project duration: **120 days** Completion (Anticipated) Date: **4/2017**

Size of project: **2000 gallon fuel tank** Cost of project: **$66,000.00**

Work for which staff was responsible: **Removed one (1) -1000 gallon fuel tank and replaced with one (1) - 2000 gallon above ground Convault Tank.**

Contract Type: **Lump Sum**

The results/deliverables of the project: **kiron.senapati@atcgs.com**