



**CONTRACTUAL SERVICES AGREEMENT BETWEEN**  
**THE CITY OF PEMBROKE PINES AND**  
**ABS GENERAL CONTRACTORS INC.**

THIS IS AN AGREEMENT ("Agreement"), dated the 6<sup>th</sup> day of May, 2020 by and between:

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

and

**ABS GENERAL CONTRACTORS, INC.**, a for profit corporation as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **11200 NW 14<sup>th</sup> Ct. Pembroke Pines, FL 33026** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

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

**ARTICLE 1**  
**PREAMBLE**

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

1.1 On December 10, 2019, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to supply and install cabinets and counter tops as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**IFB # CS-19-05**  
**"Housing Cabinets and Counter Tops"**

1.2 On January 28, 2020, the bids were opened at the offices of the City Clerk.



1.3 On May 6, 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 at **Pines Point Residences** located at 501 and 601 NW 103 Ave. Pembroke Pines, FL 33026 and **Pines Place Residences** located at 8103, 8203, and 8210 Florida Drive, Pembroke Pines, FL, 33025, ("Properties") as more particularly described in and in accordance with the Scope of Services outlined in the specifications, "IFB # CS-19-05", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to 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 schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work, as more specifically described in **Exhibit A**.

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**

#### **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the services associated with the Properties as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial one (1) year period commencing on the date of execution of this agreement and ending one (1) year thereof.

3.2 This Agreement may be renewed for one (1) one (1) year period upon mutual consent, evidenced by a written Amendment to this Agreement, signed by both parties executed with equal dignity, extending the term thereof.

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

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon seven (7) day 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.

3.5 **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 4**

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

4.1 The CITY hereby agrees to compensate CONTRACTOR monthly, for all services performed and materials provided by CONTRACTOR as provided for in **Exhibit "B"**, attached hereto and by reference made a part hereof. The total compensation amount SHALL NOT EXCEED ONE HUNDRED NINETYSEVEN THOUSAND FIVE HUNDRED FOURTY TWO DOLLARS AND NINTYTHREE CENTS (\$197,542.93).

4.2 All payments shall be governed by the Florida Prompt Payment Act, as set forth in §§ 218.70-218.80, Florida Statutes.



#### 4.4 **Method of Billing and Payment.**

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

4.4.2 Payment will be made to CONTRACTOR at:

**ABS General Contractors, Inc.  
11200 NW 14<sup>th</sup> Ct.,  
Pembroke Pines, FL 33026**

### **ARTICLE 5 CHANGES IN SCOPE OF WORK**

5.1 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. 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.

5.2 CONTRACTOR shall continue work when seeking change order unless work has not been authorized herein, or by written amendment or change order, executed by the parties hereto, with the same formality, equality, and dignity herewith. Work to be performed while a seeking change order which has not been described herein or in a separate written agreement shall be performed at the CONTRACTOR's own risk. CITY shall not be responsible for any payments requested pursuant to a change order until the change order is approved by the CITY.

5.3 In no event will the CONTRACTOR be compensated for additional work which has not been described in a separate written agreement executed by the parties hereto.

### **ARTICLE 6 INDEMNIFICATION**

6.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and 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 or non-performance of this Agreement or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.



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

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

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

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

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

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

7.1 The CONTRACTOR 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.

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

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



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

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

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

#### 7.6 REQUIRED INSURANCE

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

Yes No

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

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

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

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

Yes No

✓ ☐ 7.6.2 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.

Yes No

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

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

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

Yes No

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

Yes No

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

**The City of Pembroke Pines must be shown as an additional insured with respect to**



**this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ \* 7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

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

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

Yes No

- ☐ \* 7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

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

Yes No

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





apply.

Yes No

- ☐ \* 7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

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

Yes No

- ☐ \* 7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

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

Yes No

- ☐ \* 7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$1,000,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

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

Yes No

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



to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

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

#### 7.7 REQUIRED ENDORSEMENTS

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

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

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

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

### ARTICLE 8

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

## **ARTICLE 9**

### **INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement 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 10**

### **AGREEMENT SUBJECT TO FUNDING**

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



## **ARTICLE 11**

### **UNCONTROLLABLE FORCES**

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

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

## **ARTICLE 12**

### **GOVERNING LAW AND VENUE**

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

## **ARTICLE 13**

### **SIGNATORY AUTHORITY**

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

## **ARTICLE 14**

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

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

14.1.1 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Properties, 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 Properties, leaving the said Properties 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.

**14.2 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.

**14.3 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:

14.3.1 The abandonment of the Properties by CONTRACTOR for a period of at least seven (7) business days.

14.3.2 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.

14.3.3 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.

14.3.4 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.

14.3.5 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.



14.4 **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 this 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.

14.4.1 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 CONTRACTOR.

14.4.2 CITY may complete the Agreement, or any part thereof, either by day labor, hiring a subcontractor, or by 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 together with the costs incident thereto to such default.

14.4.3 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.

14.4.4 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 15**

### **BANKRUPTCY**

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

## **ARTICLE 16**

### **MERGER; AMENDMENT**

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



## **ARTICLE 17**

### **DISPUTE RESOLUTION**

17.1 **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.

#### **17.2 Operations During Dispute.**

17.2.1 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.

17.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Properties, 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.

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

## **ARTICLE 18**

### **PUBLIC RECORDS**

18.1 CITY is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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



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

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

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the default in accordance with the provisions set forth in **Article 14** of this Agreement.

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

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

**ARTICLE 19  
MISCELLANEOUS**

19.1 **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.

19.2 **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.

19.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and





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

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

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**19.5 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 Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

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

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308



Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

CONTRACTOR: **ATT: Ana Salazar**  
**ABS General Contractors, Inc.**  
**11200 NW 14<sup>th</sup> Ct.**  
**Pembroke Pines, FL 3306**  
**E-mail: absgcinc@gmail.com**  
**Telephone No: 954-682-9855**  
**Cell phone No:**  
**Facsimile No:**

19.7 **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.

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

19.9 **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.

19.10 **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.

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

19.12 **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.

19.13 **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.



19.14 **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.

19.15 **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.

19.16 **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.

19.16.1 **Services to be Performed at CITY Schools.** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals whom are vendors performing services at a Florida public school or district, if applicable.

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

19.17.1 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

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

19.17.2.1 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 § 215.473, Florida Statutes; or

19.17.2.2 Is engaged in business operations in Syria.

19.18 **Domestic Partnership.**

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

☐ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or



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

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

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

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



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

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR’s duties pursuant to this Agreement, contact Human Resources at (954) 954-392-292 or [drotstein@ppines.com](mailto:drotstein@ppines.com).

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

**SIGNATURE PAGE FOLLOWS**



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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

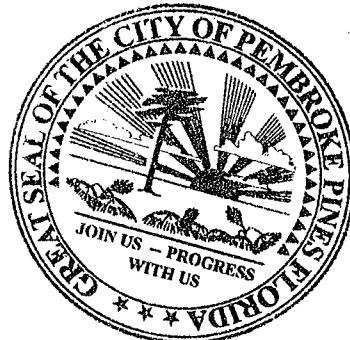
ATTEST:

Marlene D. Graham 6/19/2020 By: Charles F. Dodge  
MARLENE D. GRAHAM, CITY CLERK CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Julie Klahr 6/8/2020

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



CONTRACTOR:

ABS General Contractors, Inc.

By: Ana Salazar  
Name: Ana Salazar  
Title: President

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of March, 2020, Ana M. Salazar of ABS GENERAL CONTRACTORS, INC. a Florida Corporation, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Alexandra Rodriguez  
NOTARY PUBLIC  
Alexandra Rodriguez  
Notary Typed, Printed or Stamped  
Commission # 66180847  
Expires: February, 2024  
Bonded thru Aaron Notary

NOTARY PUBLIC

Title or Rank

66180847

Serial number, if any



# **Housing Cabinets and Counter Tops**

## **Invitation for Bids # CS-19-05**

<b>General Information</b>		
Project Cost Estimate	N/A	See Section 1.6
Evaluation of Proposals	Staff	See Section 1.9
Non Mandatory Pre-Bid Meeting	December 18, 2019 at 10:00 a.m. Meeting location will be at the Pines Place Tower 2 Lobby located at 8210 Florida Drive Pembroke Pines, FL 33025	See Section 1.10
Question Due Date	January 7, 2020	See Section 1.10
Proposals will be accepted until	2:00 p.m. on January 21, 2020	See Section 1.10
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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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 – Pines Place Plans

Attachment H – Pines Point Plans



## **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 # CS-19-05**

#### **Housing Cabinets and Counter Tops**

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](http://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](mailto: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](http://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, January 21, 2020.** Proposals must be **submitted electronically at [www.BidSync.com](http://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, 4<sup>th</sup> Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

### **1.2 PURPOSE**

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to supply and install wood cabinets and quartz counter tops for the housing apartments on an as needed basis in accordance with the terms, conditions, and specifications contained in this solicitation.



### **1.3 SCOPE OF WORK**

As in all apartment complexes, the floor plan dimensions from apartment to apartment may vary slightly. The pricing submitted for each style unit will apply across the board and shall not vary based on these minor differences. Contractor is responsible for field verifying the measurements of each unit before ordering and manufacturing of materials to assure proper fit at installation.

Existing cabinet and top configurations may vary from the design documents submitted as **Attachment G – Pines Place Plans** and **Attachment H – Pines Point Plans**, in this bid package. In all such cases the new cabinets and tops shall match the design documents.

#### **1.3.1 QUARTZ COUNTER TOPS**

- A. The CONTRACTOR shall supply all required expertise, labor, tools, equipment, materials, and services required to provide the Quartz counter top installations for all cabinets and vanities in accordance with the approved plans, specifications, interior finish schedules, City and Municipal codes and regulations as satisfactory to the OWNER and PROJECT MANAGER.
- B. The work shall include, but shall not necessarily be limited to, the following:
  - 1. All work shall be carried out in accordance with contract documents, Architectural drawings, Cabinet Layouts, Finish Schedules, Specifications and all applicable codes and governing authorities.
  - 2. The CONTRACTOR shall remove any existing kitchen or bathroom plumbing and leave onsite for OWNER. Tops shall be removed and properly disposed of into dumpster provided by the owner.
  - 3. The CONTRACTOR shall carefully inspect all cabinet and vanity installations to be fitted with quartz for square, level, fastening and condition prior to installing the contract materials to ensure the surfaces provided are sufficient and satisfactory to provide a high quality finished product free from defects. The Contractor is to immediately report any substandard condition to the Project Manager and is not to proceed until the defect is corrected in accordance with acceptable standards.
  - 4. The CONTRACTOR shall submit a quartz joint layout for all kitchen counter tops, satisfactory to the Project Manager, prior to commencing work. The CONTRACTOR shall not deviate from the approved joint layout. (Appendix A)
  - 5. All Individual units shall have Wilsonart Quartz 3cm “Gobi” – Q1003 or Wilsonart 3cm “Winters Veil” – Q2008 or approved equivalent. Contractor shall assure color availability/ production for an extended period of time.



6. The CONTRACTOR shall take extreme care not to scratch, stain or damage adjacent surfaces during installation. Costs of damage repair and/or replacement caused by the CONTRACTOR may, at the discretion of the OWNER, be charged back to the CONTRACTOR.
7. The CONTRACTOR shall provide a "single – square 3cm (three centimeters), – eased" edge for all quartz counter tops.
8. The CONTRACTOR shall shim, level, and use manufacturer approved adhesive during quartz installation.
9. The CONTRACTOR shall install quartz counter top behind the kitchen range if required in accordance with the appliance manufacturer's cut sheets.
10. The CONTRACTOR shall install a 4 inch quartz backsplash for all tops where the top abuts a wall and caulk top bottom and edges of backsplash with a matching color caulking.
11. The CONTRACTOR shall provide "pork-chop" vanity extensions over all toilets where the bath/vanity design permits.
12. The CONTRACTOR shall site measure the kitchen cabinets and bath vanities for each unit to ensure that the dimension and fit of the quartz counter tops are of a very high quality.
13. The CONTRACTOR shall inspect and approve all of the installed bar support brackets, as satisfactory for the purpose intended, prior to any quartz installation.
14. The CONTRACTOR shall prepare the kitchen and bathroom quartz counter tops for top mount basins.
15. The CONTRACTOR shall drill the kitchen and bathroom counter tops as required for plumbing faucets in accordance with templates supplied by the Project Manager.
16. The CONTRACTOR shall fill and/or touch-up where required, all joints and any minor imperfections in the finished counter tops following installation to ensure a high quality finished product
17. Time is considered to be of the essence and the CONTRACTOR agrees not to cause undue delay to the Project Manager's schedule of construction.

### **1.3.2 CABINETS AND VANITIES**



- a. The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to provide a complete cabinet and vanity installation in accordance with the approved plans, specifications and interior finish schedules, City and Municipal codes and regulations and satisfactory to the OWNER.
- b. The work shall include, but shall not necessarily be limited to, the following:
  1. The CONTRACTOR shall prepare shop drawings for each unit type based on the architectural layouts. (Appendix A) Such shop drawings shall be submitted to the Project Manager for approval. No manufacturing of the cabinets and vanities shall commence until the shop drawings have been approved and returned to the CONTRACTOR.
  2. The CONTRACTOR shall provide all cabinets and vanities for all units in accordance with the plans and specifications, highest quality and workmanship standards and to the satisfaction of the OWNER. (Appendix B)
  3. The dishwashers in all units are being removed as they become inoperable, or when the cabinets are replaced. Contractor's bid submittals shall allow for a 24" base cabinet in lieu of leaving a space for a dishwasher.
  4. Under Cabinet specifications the lettered items under each numbered item need to be indented.
  5. The CONTRACTOR shall remove any existing kitchen or bathroom plumbing and leave onsite for OWNER. Contractor shall remove cabinets, vanity and tops and properly dispose of material into the dumpster provided at Pines Place: 8210 Florida Drive Pembroke Pines Fl 33025.
  6. The CONTRACTOR shall site measure each unit to ensure that the dimensions will be compatible with the approved cabinet layouts. Any variances are to be immediately reported to the Project Manager.
  7. The CONTRACTOR shall confirm that all electrical within the cabinet layout is correctly positioned for the purpose intended. Any variances are to be immediately reported to the Project Manager;
  8. The CONTRACTOR shall confirm that all roughed-in plumbing for kitchen sinks, vanity basins and toilets are correctly positioned for the purpose intended. Any variances are to be immediately reported to the Project Manager.
  9. The CONTRACTOR shall confirm that all cabinets and vanities within each unit will be installed so as not to project into the area required for door jambs and casings. Any variances are to be immediately reported to the Project Manager;



10. The CONTRACTOR shall provide all cut outs for plumbing and electrical trades as required and seal around all cabinet penetrations.
11. All cabinets to be installed to allow for equal sized fillers where possible. Include all filler and joiner strips for cabinet faces for a tight fit to all adjacent surfaces. All exposed edges of cabinet material to be edge taped and sealed. Include all filler under upper cabinets as required, matching color caulking, and toe kick installed and sealed as needed.
12. The CONTRACTOR shall design and manufacture the cabinets and vanities with adequate support for all quartz countertops including projecting countertops such as eating bars or vanity pork chops not directly supported by a cabinet.
13. The CONTRACTOR shall ensure that all wall-hung cabinets are attached directly to the framing members and shall install white plastic caps over all supporting screws on the inside of wall hung cabinets;
14. The CONTRACTOR shall complete with all base cabinets, uppers, backs, gables, cabinet tops and bottoms, base kicks toe kicks, cabinet shelving, adjustable shelving, doors and drawer fronts and all accessories. Such as, drawer hardware and slides, door and drawer handles etc. all for a complete installation. Cabinet gables will be the same finish as the cabinet door.
15. Following the complete installation of all Cabinets, Vanities and Counter tops for each unit, the CONTRACTOR shall inspect each installation to ensure all:
  - a. Cabinets, Vanities are complete
  - b. Cabinet and Vanity adjustable shelving has been installed
  - c. Cabinet and Vanity drawers operate smoothly
  - d. Cabinet and Vanity doors have been installed plumb and are properly adjusted
  - e. All required Cabinet, Vanity and Counter Top touch-ups have been completed
  - f. Caulking has been completed all around cabinetry and backsplash to wall and countertops
16. The CONTRACTOR shall fill and/or touch-up any minor imperfections or damage on the finished cabinets and vanities following installation to ensure a high quality "furniture" finished product.

**Cabinet Specifications:**

1. All cabinet boxes are to be frameless and constructed of  $\frac{3}{4}$ " (three quarter inch) plywood glued and screwed



- a. The sides and bottom shall be of  $\frac{3}{4}$ " (three quarter inch) plywood construction with white HPL interior.
  - b. The back shall be  $\frac{1}{4}$ " (one quarter inch) finished plywood, dadoed into sides and bottom.
  - c. Exterior edges to be banded in coordinating color depending on apartment location
2. Doors to be  $\frac{3}{4}$ " (three quarter inch) plywood.
  - a. Interior finished with white HPL.
  - b. Door faces to be laminated on outside and edge banded with Wilsonart # 7957K-78 or Wilsonart # 6206-43 depending on apartment location.
  - c. Hinges to Blum type 70M2550.TL 100 Degree CLIP Hinge, Free Swing, Full Overlay
3. Drawer Boxes are to be constructed of  $\frac{1}{2}$ " plywood with finished interior glued and box nailed.
  - a. Bottoms shall be dadoed in all 4 sides. Bottoms to be  $\frac{1}{4}$ " (one quarter inch) finished plywood.
4. Drawer faces are to be  $\frac{3}{4}$ " (three quarter inch) plywood finished and edge banded with coordinating color depending on apartment location
5. Drawer guides to be soft close 20 in. Full Extension Side Mount Ball Bearing Drawer Slide.
6. All door and Drawers to be fitted with Richelieu Functional Steel Pull – 332 PN: 33205195.
7. Shelving for all cabinets to be  $\frac{3}{4}$ " plywood finished both sides with white HPL and edge banded with matching color.
  - a. Shelving to be adjustable via metal shelf pins.
8. Time is considered to be of the essence and the CONTRACTOR agrees not to cause undue delay to the Project Manager's schedule of construction.

### **1.3.3 GENERAL CONDITIONS**

#### **A. WORK**

The term "Work" includes all labor, materials, equipment and services required of the CONTRACTOR, as shown, described or inferred in the Contract Documents. The CONTRACTOR is only to use its own forces and/or OWNER/PROJECT MANAGER approved sub-trades to undertake the Work. The CONTRACTOR may not sub out further work without the prior written consent of the OWNER, such consent to be granted at the discretion of the OWNER.

#### **B. WORK, LICENCES, PERMITS AND INSPECTIONS**

The CONTRACTOR agrees to do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all city, county and federal laws and codes pertaining thereto and to the satisfaction of the OWNER. The CONTRACTOR further agrees to





obtain all licenses required in connection with his work and to inform the Project Manager of the date and time work will be ready for inspection as well as nature of the inspection.

### **C. GENERAL SITE MAINTENANCE**

1. The CONTRACTOR shall clean up, remove, and dispose of all debris associated with this work to the dumpster provided by OWNER. Maintain cleanliness of the property at all times.
2. All work, including start-up of equipment, is to be performed during regular working hours as per the City of Pembroke Pines code.
3. The CONTRACTOR is responsible for protecting the work of other trades from any damage caused by his own work forces.

### **D. GENERAL RESPONSIBILITIES**

1. The Contractor is responsible to familiarize himself with the site and point out any potential problems before starting the job.
2. The CONTRACTOR shall be responsible to supply and maintain all required temporary lighting and/or extension cords required to perform his work. The OWNER shall provide an electrical service within CONTRACTOR's work area.
3. The awarding of this Contract shall be based on the assurance that adequate, qualified manpower will be provided to carry out this scope of work, and work will be commenced and completed as per the Project Schedule, as revised from time to time by the PROJECT MANAGER.
4. Provide all necessary equipment and personnel required for off-loading handling and distribution of the CONTRACTOR's materials.
5. Provide additional labor for overtime and Saturday work as required from time to time to comply with Project Schedule at no additional cost to the OWNER.
6. Provide all necessary temporary facilities necessary to carry out this work. Obtain permission from the PROJECT MANAGER prior to locating any temporary facilities on site. Erection of any sign on the site by the CONTRACTOR or its Sub-Contractors is not allowed without permission from the OWNER and PROJECT MANAGER.
7. Cooperate with other trades to ensure a smooth and safe flow of work. Provide a plan detailing sequencing of work to the PROJECT MANAGER.



8. The CONTRACTOR agrees that the OWNER is not responsible for fire, theft, loss and/or vandalism of any of the CONTRACTOR's tools, equipment, materials, supplies and/or work in progress.
9. It is the intent of this contract to be complete and functional in all respects meeting all applicable codes and requirements and to the final approval of local governing authorities having jurisdiction.
10. The Contractor confirms that he is an expert in this field of work and is fully knowledgeable and experienced in all aspects of procedures, methods, regulations, codes and municipal requirements and the Contractor further acknowledges that the OWNER is relying on this expertise.
11. The CONTRACTOR's quotation shall form part of this contract, (APPENDIX C) as a reference only. Should there be any conflict between the terms and conditions of this contract and the CONTRACTOR's quotation, the contract terms and conditions shall apply.

#### **1.4 WARRANTY**

The CONTRACTOR shall warranty all workmanship and products installed within this scope for a minimum of 6 month from date of installation.

#### **1.5 LOCATIONS**

The scope will be carried out at 2 locations:

- 1-**Pines Point Residences** located at: 501 and 601 NW 103 ave Pembroke Pines Fl 33026  
2- **Pines Place Residences** located at: 8103, 8203 and 8210 Florida Drive Pembroke Pines Fl 33025

#### **1.6 PROJECT COST ESTIMATE & TIMELINE**

Staff estimates this project to cost approximately \$ N/A, which does not include permit costs.

This contract shall be for an initial one (1) year with one (1) additional one (1) renewal terms.

##### **1.6.1 PERMITS**

The City anticipates this project to require the following permits:

Permit	Agency	Cost (or related method of calculation)
Building	City of Pembroke Pines Building Department	1. Construction costs up to \$2,500 (Per structure per trade) = \$97.17



	(Calvin, Giordano & Associates, Inc.)	2. Construction costs greater than \$2,500 up to \$1,000,000 = 2.96%

### **1.6.2 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.

## **1.7 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.

### **1.7.1 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.

**1.7.2 Attachment B: Non-Collusive Affidavit**

**1.7.3 Attachment C: Proposer's Qualifications Statement**

**1.7.4 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.

**1.7.5 Attachment G: Mandatory Pre-Bid Meeting Form**

**1.7.6 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 # CS-19-05 Housing Cabinets and Counter Tops**" 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.

## **1.8 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

### **1.8.1 Vendor Information Form**

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

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

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

### **1.8.4 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.

#### **1.8.5 Local Business Tax Receipts**

#### **1.8.6 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.

#### **1.8.7 Equal Benefits Certification Form**

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

#### **1.8.9 Scrutinized Company Certification**

### **1.9 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.

#### **1.10 TENTATIVE SCHEDULE OF EVENTS**

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	December 10, 2019
Non Mandatory Pre-Bid Meeting	10:00 a.m. on December 18, 2019
Question Due Date	January 13, 2020



Anticipated Date of Issuance for the Addenda with Questions and Answers	January 16, 2020
Proposals will be accepted until	2:00 p.m. on January 21, 2020
Proposals will be opened at	2:30 p.m. on January 21, 2020
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD
Issuance of Notice to Proceed	TBD
Project Commencement	TBD
Project Completion	TBD

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

There will be a mandatory scheduled pre-bid meeting on **December 18, 2019 at 10:00 a.m.** Meeting location will be at the Pines Place Tower 2 Lobby located at 8210 Florida Drive Pembroke Pines, FL 33025

#### **1.11 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://www.bidsync.com) **on or before 2:00 p.m. on January 21, 2020.**

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 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.**



## **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 policies 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. CONTRACTORS' 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](http://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 the 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](mailto:purchasing@ppines.com).

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

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary 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 Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services 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 BIDS SYNC 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.

# ABS General Contractors Inc.

Bid Contact **ANA SALAZAR**  
**absgcinc@gmail.com**  
**Ph 954-682-9855**

Address **11200 NW 14 TH CT**  
**PEMBROKE PINES, FL 33026**

Supplier Code 284032

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

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
CS-19-05-01-01	PINES PLACE KITCHEN CABINETS: PINES PLACE KITCHEN CABINETS / 1 - Bedroom (Small)	Supplier Product Code: Supplier Notes: NOTES: We acknowledge receiving of Addendum # 1 and 2.	First Offer - \$5,521.23	1 / each	\$5,521.23 Y
CS-19-05-01-02	PINES PLACE KITCHEN CABINETS: PINES PLACE KITCHEN CABINETS / 1 - Bedroom (Large)	Supplier Product Code:	First Offer - \$8,871.72	1 / each	\$8,871.72 Y
CS-19-05-01-03	PINES PLACE KITCHEN CABINETS: PINES PLACE KITCHEN CABINETS / 2 - Bedroom	Supplier Product Code:	First Offer - \$8,431.28	1 / each	\$8,431.28 Y

Lot Total \$22,824.23

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
CS-19-05-02-01	PINES PLACE KITCHEN QUARTZ COUNTERTOPS: PINES PLACE KITCHEN QUARTZ	Supplier Product Code:	First Offer - \$2,032.80	1 / each	\$2,032.80 Y

## COUNTERTOPS / 1

- Bedroom (Small)

CS-19-05-02-02	PINES PLACE KITCHEN QUARTZ COUNTERTOPS: PINES PLACE KITCHEN QUARTZ COUNTERTOPS / 1 - Bedroom (Large)	Supplier Product Code:	First Offer - \$3,049.20	1 / each	\$3,049.20	Y
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CS-19-05-02-03	PINES PLACE KITCHEN QUARTZ COUNTERTOPS: PINES PLACE KITCHEN QUARTZ COUNTERTOPS / 2 - Bedroom	Supplier Product Code:	First Offer - \$2,922.15	1 / each	\$2,922.15	Y
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Lot Total \$8,004.15

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
CS-19-05-03-01	PINES POINT KITCHEN CABINETS: PINES POINT KITCHEN CABINETS / 1 - Bedroom (Small)	Supplier Product Code:	First Offer - \$7,085.76	1 / each	\$7,085.76	Y

CS-19-05-03-02	PINES POINT KITCHEN CABINETS: PINES POINT KITCHEN CABINETS / 1 - Bedroom (Large)	Supplier Product Code:	First Offer - \$8,894.71	1 / each	\$8,894.71	Y
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CS-19-05-03-03	PINES POINT KITCHEN CABINETS: PINES POINT KITCHEN CABINETS / 1 - Bedroom (Studio)	Supplier Product Code:	First Offer - \$6,975.65	1 / each	\$6,975.65	Y
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Lot Total \$22,956.12

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
CS-19-05-04-01	PINES POINT KITCHEN QUARTZ COUNTERTOPS: PINES POINT KITCHEN QUARTZ COUNTERTOPS / 1 - Bedroom (Small)	Supplier Product Code:	First Offer - \$1,566.95	1 / each	\$1,566.95	Y

CS-19-05-04-02	PINES POINT KITCHEN QUARTZ	Supplier Product	First Offer - \$2,413.95	1 / each	\$2,413.95	Y
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COUNTERTOPS: Code:

PINES POINT

KITCHEN QUARTZ

COUNTERTOPS / 1

- Bedroom (Large)

CS-19-05-04-03	PINES POINT KITCHEN QUARTZ COUNTERTOPS: PINES POINT KITCHEN QUARTZ COUNTERTOPS / 1 - Bedroom (Studio)	Supplier Product Code:	First Offer - \$1,609.30	1 / each	\$1,609.30	Y
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Lot Total \$5,590.20

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
CS-19-05-05-01	PINES POINT BATHROOM CABINETS: PINES POINT BATHROOM CABINETS / 1 - Bedroom (Small)	Supplier Product Code:	First Offer - \$308.55	1 / each	\$308.55	Y

CS-19-05-05-02	PINES POINT BATHROOM CABINETS: PINES POINT BATHROOM CABINETS / 1 - Bedroom (Large)	Supplier Product Code:	First Offer - \$849.42	1 / each	\$849.42	Y
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CS-19-05-05-03	PINES POINT BATHROOM CABINETS: PINES POINT BATHROOM CABINETS / 1 - Bedroom (Studio)	Supplier Product Code:	First Offer - \$308.55	1 / each	\$308.55	Y
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Lot Total \$1,466.52

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
CS-19-05-06-01	PINES POINT BATHROOM QUARTZ COUNTERTOPS: PINES POINT BATHROOM QUARTZ COUNTERTOPS / 1 - Bedroom (Small)	Supplier Product Code:	First Offer - \$296.45	1 / each	\$296.45	Y

CS-19-05-06-02	PINES POINT BATHROOM QUARTZ COUNTERTOPS: PINES POINT BATHROOM QUARTZ COUNTERTOPS / 1 - Bedroom (Large)	Supplier Product Code:	First Offer - \$508.20	1 / each	\$508.20	Y
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CS-19-05-06-03	PINES POINT BATHROOM QUARTZ	Supplier Product	First Offer - \$296.45	1 / each	\$296.45	Y
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COUNTERTOPS:      **Code:**

PINES POINT

BATHROOM QUARTZ

COUNTERTOPS / 1 -

Bedroom (Studio)

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Lot Total

\$1,101.10

Supplier Total    **\$61,942.32**

**Vendor: ABS General Contractors Inc.****CONTACT INFORMATION FORM**

IN ACCORDANCE WITH "CS-19-05" titled "Housing Cabinets and Counter Tops" 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](http://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: **ABS General Contractors Inc**

STREET ADDRESS: **11200 NW 14th Ct**

CITY, STATE & ZIP CODE: **Pembroke Pines, Fl 33026**

**PRIMARY CONTACT FOR THE PROJECT:**

NAME: **Ana M Salazar** TITLE: **President**

E-MAIL: **absgcinc@gmail.com**

TELEPHONE: **954-6829855** FAX:

**AUTHORIZED APPROVER:**

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

**B) Proposal Checklist**

Are all materials, freight, labor and warranties included?	Yes <input checked="" type="checkbox"/>
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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 <input checked="" type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input checked="" type="checkbox"/>
Attachment C - Proposer's Completed Qualification Statement	Yes <input checked="" type="checkbox"/>
Attachment F - References Form	Yes <input checked="" type="checkbox"/>
Attachment G - Mandatory Pre-Bid Meeting Form	Yes <input checked="" type="checkbox"/>
Attachment I - Certification Regarding Lobbying, Debarment, Suspension, Etc.	Yes <input checked="" type="checkbox"/>
Attachment J - Homeland Security's E-Verify System Affirmation Statement	Yes <input checked="" type="checkbox"/>
Attachment M - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Yes <input checked="" type="checkbox"/>
Standard Form LLL: Disclosure Form to Report Lobbying	Yes <input checked="" type="checkbox"/>
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 <input type="checkbox"/>

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 <input checked="" type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input checked="" type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input checked="" type="checkbox"/>
Equal Benefits Certification Form	Yes <input checked="" type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input checked="" type="checkbox"/>
Scrutinized Company Certification	Yes <input checked="" type="checkbox"/>

**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.*



<b>PINES PLACE KITCHEN CABINETS</b>		
	<b>QTY</b>	<b>Unit Price</b>
1 - Bedroom (Small)	1	Price to be Submitted Via BidSync
1 - Bedroom (Large)	1	Price to be Submitted Via BidSync
2 - Bedroom	1	Price to be Submitted Via BidSync
<b>PINES PLACE KITCHEN QUARTZ COUNTERTOPS</b>		
	<b>QTY</b>	<b>Unit Price</b>
1 - Bedroom (Small)	1	Price to be Submitted Via BidSync
1 - Bedroom (Large)	1	Price to be Submitted Via BidSync
2 - Bedroom	1	Price to be Submitted Via BidSync
<b>PINES POINT KITCHEN CABINETS</b>		
	<b>QTY</b>	<b>Unit Price</b>
1 - Bedroom (Small)	1	Price to be Submitted Via BidSync
1 - Bedroom (Large)	1	Price to be Submitted Via BidSync
1 - Bedroom (Studio)	1	Price to be Submitted Via BidSync
<b>PINES POINT KITCHEN QUARTZ COUNTERTOPS</b>		
	<b>QTY</b>	<b>Unit Price</b>
1 - Bedroom (Small)	1	Price to be Submitted Via BidSync
1 - Bedroom (Large)	1	Price to be Submitted Via BidSync
1 - Bedroom (Studio)	1	Price to be Submitted Via BidSync
<b>PINES POINT BATHROOM CABINETS</b>		
	<b>QTY</b>	<b>Unit Price</b>
1 - Bedroom (Small)	1	Price to be Submitted Via BidSync
1 - Bedroom (Large)	1	Price to be Submitted Via BidSync
1 - Bedroom (Studio)	1	Price to be Submitted Via BidSync
<b>PINES POINT BATHROOM QUARTZ COUNTERTOPS</b>		
	<b>QTY</b>	<b>Unit Price</b>
1 - Bedroom (Small)	1	Price to be Submitted Via BidSync
1 - Bedroom (Large)	1	Price to be Submitted Via BidSync
1 - Bedroom (Studio)	1	Price to be Submitted Via BidSync

Supplier / Bidder / Contractor Information



City of Pembroke Pines

Attachment B

**NON-COLLUSIVE AFFIDAVIT**

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

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

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

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

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

Printed Name/Signature **Ana Salazar**

Title **President**

Name of Company **ABS General Contractors Inc.**



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:

**ABS General Contractors Inc.**  
**11200 NW 14th CT.**  
**Pembroke Pines Fl. 33026**

PROPOSER'S License Number: **CGC 1518199**

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

Number of years your organization has been in business **10.5**

State the number of years your firm has been in business under your present business name **10.5**

State the number of years your firm has been in business in the work specific to this solicitation: **10.5**

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

**Ana M. Salazar - President**

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.

**ABS General Contractors Inc.**

At what address was that business located?

**11200 NW 14th CT**  
**Pembroke Pines Fl. 33026**

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

**N/A**

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).

**Sub-contracts will be Electrical and Plumbing but will not exceed 10%.**

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).

N/A

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.

N/A

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.

N/A

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.

N/A

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

N/A

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

**ABS General Contractors Inc. is a construction company established in 2009 in Broward, Fl. The company was created with the purpose to offer a service as general contractor, construction manager, estimating, project manager in new constructions, remodeling and renovation, at projects such residential, commercial and government buildings.**

**The idea of business was inspired for your owner based on over 20 years of experience in the**

**Construction industry as a professional in B.S. Civil Engineer and Certificated General Contractor.**

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.

**ABS General Contractors Inc.**  
(Company Name)

**Ana Salazar**  
(Printed Name/Signature)

Supplier: AES General Contracting, Inc.

### **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 Coral Gables Public Works**

Address: **2800 SW 72ND Avenue**

City/State/Zip: **MIAMI, FL. 33155**

Contact Name: **Grettel Duran** Title: **Project Mnager**

E-Mail Address: **gduran@coralgables.com**

Telephone: **305-733-0344** Fax:

#### **Project Information:**

Name of Contractor Performing the work: **Azulejo Inc**

Name and location of the project: **Kerdyk Tennis Center-Renovation  
1260 Anastasia Ave Coral Gables**

Nature of the firm's responsibility on the project: **Project Manger-Supervision Kerdyk Tennis Center  
Renovation Contract of Azulejo Inc.**

Project duration: **1 year** Completion (Anticipated) Date: **May 2019**

Size of project: **1800 SF** Cost of project: **\$1.100.000**

Work for which staff was responsible: **Project Manger-Supervision Kerdyk Tennis Center  
Renovation Contract of Azulejo Inc. Activities  
demolitions, structure, drywall, new ADA bathrooms, tile at bathrooms, plaster, windows,  
landscaping, plumbing, electricity, mechanical.**

Contract Type: **Undercontract**

The results/deliverables of the project: **Satisfactory**

### **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: **FG Consulting**

Address: **2900 SW 73rd Street**

City/State/Zip: **South Miami Fl. 33143**

Contact Name: **Alberto Osorto** Title: **Senior Project Manger**

E-Mail Address: **alberto1osorto@yahoo.com**

Telephone: **786-263-3895** Fax:

**Project Information:**

Name of Contractor Performing the work: **FG Consulting**

Name and location of the project: **New Houses (3) Key Biscayne (1) Coconut Grove**

Nature of the firm's responsibility on the project: **General Contractor**

Project duration: **2 years** Completion (Anticipated) Date: **March 2017**

Size of project: **18000 sf** Cost of project: **\$6.000.000**

Work for which staff was responsible: **Project Manager of New houses Key Biscayne and Coconut Grove**

Contract Type: **Subcontract**

The results/deliverables of the project: **Satisfactory**

**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: **Azulejo Inc**

Address: **20200 West Dixie Hwy Suite 805-A**

City/State/Zip: **Aventura Fl, 33180**

Contact Name: **Alexandra Rodriguez** Title: **Office Manager**

E-Mail Address: **innovacion03@msn.com**

Telephone: **786-230-0734** Fax:

**Project Information:**

Name of Contractor Performing the work: **Azulejo Inc.**

Name and location of the project: **Varies public project in different locations.**

**Vacant Preparation - varies Sites Miami housing**

**Annie Coleman UFAS 15 ADA Remodeling Miami Housing**

**ABE Arronovitz & Phyllis Whealtley ADA Remodeling Miami Dade Housing.**

Nature of the firm's responsibility on the project: **Project Manger, Supervision, Estimator.**

Project duration: **5 years** Completion (Anticipated) Date: **2019**

Size of project: Cost of project: **6,000,000.00**

Work for which staff was responsible: **Project Manger, Supervision, Estimator. of varies public projects.**

Contract Type: **Undercontract**

The results/deliverables of the project: **Satisfactory/On time**

**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 Pembroke Pines, Florida**

Address: **601 City Center Way**



City/State/Zip: **Pembroke Pines, Fl 33025**

Contact Name: **Holly Bonkowsky** Title: **Assistant Director of Cultural Arts**

E-Mail Address: **hbonkowski@ppines.com**

Telephone: **(954) 392-2122** Fax:

**Project Information:**

Name of Contractor Performing the work: **Conservation of Public Art Sculptures**

Name and location of the project: **Services for the conservation and repair of existing sculptures at the 9/11 Memorial located at Memorial Park ("Property").**

Nature of the firm's responsibility on the project: **Services for the conservation and repair of existing sculptures at the 9/11 Memorial located at Memorial Park ("Property").**

Project duration: **60 days** Completion (Anticipated) Date: **November 2019**

Size of project: **\$54,540.00** Cost of project: **\$54,540.00**

Work for which staff was responsible: **Services for the conservation and repair of existing sculptures at the 9/11 Memorial located at Memorial Park ("Property").**

Contract Type: **Restoration**

The results/deliverables of the project: **Satisfactory and on time.**

**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: **azulejoine**



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 12.**

**File ID:** 20-0353

**Type:** Bid

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 04/14/2020

**Short Title:** Award of Housing Cabinets and Counter Tops

**Final Action:** 05/06/2020

**Title:** MOTION TO AWARD IFB # CS-19-05 "HOUSING CABINETS AND COUNTER TOPS" TO ABS GENERAL CONTRACTORS, INC., IN THE ANNUAL AMOUNT NOT TO EXCEED \$197,542.93 FOR THE INSTALLATION OF CABINETS ON AN AS NEEDED BASIS, AND TO AWARD GRANITE TOPS INDUSTRIES IN THE ANNUAL AMOUNT NOT TO EXCEED \$132,457.07 FOR THE INSTALLATION OF QUARTZ COUNTER TOPS ON AN AS NEEDED BASIS, FOR AN INITIAL ONE (1) YEAR PERIOD WITH ONE (1) ADDITIONAL ONE (1) RENEWAL TERM.

**\*Agenda Date:** 05/06/2020

### Internal Notes:

**Attachments:** 1. Agreement w/ ABS General Contractors, 2. Exhibit B - ABS General Contractors Inc Submittal, 3. Agreement w/ Granite Tops Industries, 4. Exhibit B - Granite Tops Industries Submittal, 5. Exhibit A - CS-19-05 Housing Cabinets and Counter Tops, 6. CS-19-05 - Bid Tabulation

1 City Commission 05/06/2020 approve Pass  
**Action Text:** A motion was made to approve on the Consent Agenda  
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Chanzas  
Nay: - 0

MOTION TO AWARD IFB # CS-19-05 "HOUSING CABINETS AND COUNTER TOPS" TO ABS GENERAL CONTRACTORS, INC., IN THE ANNUAL AMOUNT NOT TO EXCEED \$197,542.93 FOR THE INSTALLATION OF CABINETS ON AN AS NEEDED BASIS, AND TO AWARD GRANITE TOPS INDUSTRIES IN THE ANNUAL AMOUNT NOT TO EXCEED \$132,457.07 FOR THE INSTALLATION OF QUARTZ COUNTER TOPS ON AN AS NEEDED BASIS, FOR AN INITIAL ONE (1) YEAR PERIOD WITH ONE (1) ADDITIONAL ONE (1) RENEWAL TERM.

### PROCUREMENT PROCESS TAKEN:

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

**- Section 35.15 defines an Invitation for Bid as "A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the city is capable of specifically defining the scope of work for which a service is required or when the city is capable of establishing 15 precise specifications defining the actual commodities required. The invitation for bid shall include instructions to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid."**

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

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

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

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

1. On December 4, 2019, the City Commission authorized the advertisement of IFB # CS-19-05 "Housing Cabinets and Counter Tops", which was advertised on December 10, 2019 .
2. The purpose of this solicitation was to supply and install wood cabinets and quartz counter tops for the housing apartments on an as needed basis.
3. On January 28, 2020, the City opened proposals from three (3) vendors:
  - ABS General Contractors Inc
  - Granite Tops Industries
  - DBTECH, Inc
4. The Public Services Department and the Procurement Department have reviewed the bids and have deemed ABS General Contractors, Inc. for the cabinets and Granite Tops Industries for the countertops, to be the most responsive/responsible bidders.

ABS General Contractors Inc

Unit Price

<b>PINES PLACE KITCHEN CABINETS</b>	
1 - Bedroom (Small)	\$ 5,521.23
1 - Bedroom (Large)	\$ 8,871.72
2 - Bedroom	\$ 8,431.28
<b>PINES POINT KITCHEN CABINETS</b>	
1 - Bedroom (Small)	\$ 7,085.76
1 - Bedroom (Large)	\$ 8,894.71
1 - Bedroom (Studio)	\$ 6,975.65
<b>PINES POINT BATHROOM CABINETS</b>	
1 - Bedroom (Small)	\$ 308.55
1 - Bedroom (Large)	\$ 849.42
1 - Bedroom (Studio)	\$ 308.55
<b>Granite Tops Industries</b>	
<b>PINES PLACE KITCHEN QUARTZ COUNTERTOPS</b>	
1 - Bedroom (Small)	\$ 1,078.00
1 - Bedroom (Large)	\$ 1,864.00
2 - Bedroom	\$ 1,864.00
<b>PINES POINT KITCHEN/Bathroom QUARTZ COUNTERTOPS</b>	
1 - Bedroom (Small)	\$ 1,270.00
1 - Bedroom (Large)	\$ 2,095.00
1 - Bedroom (Studio)	\$ 2,095.00

5. In addition, ABS General Contractors, Inc has completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section."

6. Granite Tops Industries has also completed the Equal Benefits Certification Form and have utilized the following allowable exemption, "Contractor does not provide benefits to employees' spouses in traditional marriages."

7. Request Commission to award IFB # CS-19-05 "Housing Cabinets and Counter Tops" to ABS General Contractors, Inc. in the annual amount not to exceed \$197,542.93 for the installation of cabinets on an as needed basis, and to Granite Tops Industries in the annual amount not to exceed \$132,457.07 for the installation of quartz counter tops on an as needed basis, for an initial one (1) year period with one (1) additional one (1) renewal term.

#### FINANCIAL IMPACT DETAIL:

**a) Initial Cost:** Cabinets: \$197,542.93 and Counter Tops: \$132,457.07 Total \$330,000 (The respective amounts are estimated amounts that the Department will not exceed on an annual basis, and will utilize on an as needed basis. The dollars reflected below are what the Department has available in their budget for the remainder of the year.)

**b) Amount budgeted for this item in Account No:**

**Pines Point** Funds are available in account # 1-554-8002-46150 (R&M land, building & improvements)

**Pines Place** Funds are available in account # 1-554-8002-603-46150 (R&M land, building & improvements)

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

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

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$137,500	\$192,500	\$0	\$0	\$0
Net Cost	\$137,500	\$192,500	\$0	\$0	\$0

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



**PUBLIC SERVICES AGREEMENT COVER MEMORANDUM**

<b>To:</b>	Michele Dawson, CM Office	<b>From:</b>	Garth Leclerc, Public Services	<b>Date:</b>	6/1/2020
Please route the two (2) attached agreements, as described below, for execution and please return one (1) executed copy to me.					

<b>Company:</b>	ABS GENERAL CONTRACTORS, INC.
<b>Contract Purpose:</b>	Cabinet Installation / Housing division
<b>Bid Title and Description:</b>	IFB # CA-19-05 Housing Cabinets and Counter Tops

<b>Contract Template:</b>	Services (Contractual)	<b>Effective Date:</b>	TBD
<b>Agreement Type:</b>	Original	<b>Commencement Date:</b>	TBD
<b>Contract Type:</b>	Expense, Revenue, Both, Other	<b>Expiration Date:</b>	TBD
<b>Contract Value Description:</b>	The Contract Value of 197,542.93 (which includes a 10% contingency) is for 1 year with a mutual renewal option		
		<b>Renewal Options:</b>	1 additional 1-year term with mutual approval.

<b>Contract Manager:</b>	Steve Buckland	<b>Date Approved by Commission:</b>	Passed, May 6, 2020
<b>Procurement Method:</b>	Formal Solicitation IFB		
<b>Additional Notes:</b>			
<b>Attachments</b>	(2) Originals, Signed/Notarized/Witnessed by Vendor with Exhibit A & B <ul style="list-style-type: none"><li>• Commission Approval</li><li>• Certificate of Insurance</li></ul>		

## Julie F. Klahr

---

**From:** Leclerc, Garth <gleclerc@ppines.com>  
**Sent:** Monday, June 8, 2020 4:18 PM  
**To:** Julie F. Klahr  
**Subject:** FW: Insurance info  
**Attachments:** ABS COI 05-20-2020 City of Pembroke Pines 3.pdf; Endorsement ABS C.pdf; WC-COI.pdf; Automobile Cert of insurance.pdf

See email from Risk below

Thank you

**Garth Leclerc**  
City of Pembroke Pines  
Public Services Dept.  
8300 South Palm Drive  
Pembroke Pines, FL 33025  
O: 954-518-9065 C: 954-557-1596  
[gleclerc@ppines.com](mailto:gleclerc@ppines.com)

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**From:** Rotstein, Daniel  
**Sent:** Tuesday, May 26, 2020 12:36 PM  
**To:** Leclerc, Garth <[gleclerc@ppines.com](mailto:gleclerc@ppines.com)>  
**Subject:** FW: Insurance info

The attached COI's are fine as long as they comply with the requirements listed in the Agreement.  
Daniel

---

**From:** Leclerc, Garth  
**Sent:** Thursday, May 21, 2020 11:53 AM  
**To:** Rotstein, Daniel <[drotstein@ppines.com](mailto:drotstein@ppines.com)>  
**Subject:** Insurance info

Good morning,

Can you please review the insurance information for ABS Contractors for IFB CS-19-05.

Thank you,

**Garth Leclerc**  
City of Pembroke Pines  
Public Services Dept.  
8300 South Palm Drive  
Pembroke Pines, FL 33025  
O: 954-518-9065 C: 954-557-1596



## Julie F. Klahr

---

**From:** Julie F. Klahr  
**Sent:** Monday, June 8, 2020 3:40 PM  
**To:** 'Dawson, Michelle'; Leclerc, Garth; Pena, Jose  
**Cc:** Richards, Karen; Jacob G. Horowitz; Brian J. Sherman; Samuel S. Goren  
**Subject:** RE: Two copies of signed contract by contractor

The certificates of insurance need to be approved by Risk Management. While this is being routed for signature, please sent the COIs to them for their approval.

Julie F. Klahr



**GOREN CHEROF  
DOODY & EZROL P.A.**  
ATTORNEYS AT LAW

3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone: (954) 771-4500 x 5023 | (561) 276-9400 x 5023 | Fax: (954) 771-4923  
Email: JKlahr@gorencherof.com | www.GorenCherof.com

Offices in Fort Lauderdale and Delray Beach, Florida.

**FRAUD ALERT – WE DO NOT ACCEPT OR REQUEST CHANGES TO WIRING INSTRUCTIONS VIA EMAIL OR FAX. ALWAYS CALL OUR OFFICE TO VERIFY.**

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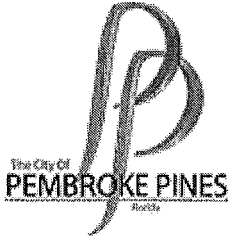
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**From:** Dawson, Michelle [mailto:mdawson@ppines.com]  
**Sent:** Monday, June 8, 2020 1:25 PM  
**To:** Leclerc, Garth; Julie F. Klahr; Pena, Jose  
**Cc:** Richards, Karen; Jacob G. Horowitz; Brian J. Sherman; Samuel S. Goren  
**Subject:** RE: Two copies of signed contract by contractor

Garth,  
I am in receipt of the ABS General Contractors, Inc. agreement. I will give it to Julie K. to execute.

**MICHELLE DAWSON**  
Executive Assistant to Charles F. Dodge

City Manager's Office  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, FL 33025  
Office: 954-450-1040 Fax: 954-517-8400  
Email: [mdawson@ppines.com](mailto:mdawson@ppines.com)  
[www.ppines.com](http://www.ppines.com) [www.pembrokepinescitycenter.org](http://www.pembrokepinescitycenter.org)  
[www.facebook.com/cityofpembrokepines/](https://www.facebook.com/cityofpembrokepines/)



---

**From:** Leclerc, Garth  
**Sent:** Monday, June 01, 2020 1:29 PM  
**To:** Dawson, Michelle <[mdawson@ppines.com](mailto:mdawson@ppines.com)>; Julie F. Klahr <[JKlahr@gorencherof.com](mailto:JKlahr@gorencherof.com)>; Pena, Jose <[jpena@ppines.com](mailto:jpena@ppines.com)>  
**Cc:** Richards, Karen <[krichards@ppines.com](mailto:krichards@ppines.com)>; Jacob G. Horowitz <[JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com)>; Brian J. Sherman <[BSherman@gorencherof.com](mailto:BSherman@gorencherof.com)>; Samuel S. Goren <[SGoren@gorencherof.com](mailto:SGoren@gorencherof.com)>  
**Subject:** RE: Two copies of signed contract by contractor

Thank you,

I also dropped a new set in the IO mail today for you.

**Garth Leclerc**  
City of Pembroke Pines  
Public Services Dept.  
8300 South Palm Drive  
Pembroke Pines, FL 33025  
O: 954-518-9065 C: 954-557-1596  
[gleclerc@ppines.com](mailto:gleclerc@ppines.com)

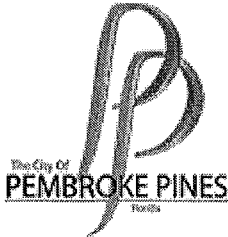
---

**From:** Dawson, Michelle  
**Sent:** Monday, June 01, 2020 1:18 PM  
**To:** Julie F. Klahr <[JKlahr@gorencherof.com](mailto:JKlahr@gorencherof.com)>; Pena, Jose <[jpena@ppines.com](mailto:jpena@ppines.com)>  
**Cc:** Leclerc, Garth <[gleclerc@ppines.com](mailto:gleclerc@ppines.com)>; Richards, Karen <[krichards@ppines.com](mailto:krichards@ppines.com)>; Jacob G. Horowitz <[JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com)>; Brian J. Sherman <[BSherman@gorencherof.com](mailto:BSherman@gorencherof.com)>; Samuel S. Goren <[SGoren@gorencherof.com](mailto:SGoren@gorencherof.com)>  
**Subject:** RE: Two copies of signed contract by contractor

Garth,  
Per Julie Klahr's instructions I am sending this agreement back to you. I placed it in inter-office mail.

MICHELLE DAWSON

Executive Assistant to Charles F. Dodge  
City Manager's Office  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, FL 33025  
Office: 954-450-1040 Fax: 954-517-8400  
Email: [mdawson@ppines.com](mailto:mdawson@ppines.com)  
[www.ppines.com](http://www.ppines.com) [www.pembrokepinescitycenter.org](http://www.pembrokepinescitycenter.org)  
[www.facebook.com/cityofpembrokepines/](https://www.facebook.com/cityofpembrokepines/)



---

**From:** Julie F. Klahr [<mailto:JKlahr@gorencherof.com>]  
**Sent:** Monday, May 18, 2020 6:28 PM  
**To:** Dawson, Michelle <[mdawson@ppines.com](mailto:mdawson@ppines.com)>; Pena, Jose <[jpena@ppines.com](mailto:jpena@ppines.com)>  
**Cc:** Leclerc, Garth <[ggleclerc@ppines.com](mailto:ggleclerc@ppines.com)>; Richards, Karen <[krichards@ppines.com](mailto:krichards@ppines.com)>; Jacob G. Horowitz <[JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com)>; Brian J. Sherman <[BSherman@gorencherof.com](mailto:BSherman@gorencherof.com)>; Samuel S. Goren <[SGoren@gorencherof.com](mailto:SGoren@gorencherof.com)>  
**Subject:** RE: Two copies of signed contract by contractor

This sender is trusted.

Jose,

I did not hear from you with respect to my prior email earlier today.

I received the copies of the Agreement and left them in the City Attorney's Office, but they are not signed yet.

1. They do not contain any information with respect to when or if the matter has been considered and approved by the City Commission. Even the space in Paragraph 1.3 of the Agreement where this information is usually inserted had been left blank.
2. There are no insurance certificates provided, nor is there any information included that the certificates submitted as required by the Agreement have been approved by Risk Management.
3. The vendor dated the contract when they signed it. The document is not supposed to be dated until after it is fully executed and the date should reflect THAT date of final execution by the last party to sign.

Until these issues are corrected, our office cannot sign off on this Agreement.

If you need to reach me to discuss this matter further, I will not be in the City Attorney's Office until next Monday, but you may reach me at the number below or on my cell at 954-821-1620.

Julie F. Klahr



**GOREN CHEROF  
DOODY & EZROL P.A.**  
ATTORNEYS AT LAW

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

Telephone: (954) 771-4500 x 5023 | (561) 276-9400 x 5023 | Fax: (954) 771-4923

Email: [JKlahr@gorencherof.com](mailto:JKlahr@gorencherof.com) | [www.GorenCherof.com](http://www.GorenCherof.com)

Offices in Fort Lauderdale and Delray Beach, Florida.

**FRAUD ALERT – WE DO NOT ACCEPT OR REQUEST CHANGES TO WIRING INSTRUCTIONS VIA EMAIL OR FAX. ALWAYS CALL OUR OFFICE TO VERIFY.**

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**From:** Dawson, Michelle [<mailto:mdawson@ppines.com>]  
**Sent:** Monday, May 18, 2020 3:46 PM  
**To:** Pena, Jose  
**Cc:** Leclerc, Garth; Richards, Karen; Julie F. Klahr  
**Subject:** RE: Two copies of signed contract by contractor

Jose,

I have received the contracts and have placed them in the City Attorney's office for signatures.

**MICHELLE DAWSON**

Executive Assistant to Charles F. Dodge

City Manager's Office

City of Pembroke Pines

601 City Center Way

Pembroke Pines, FL 33025

Office: 954-450-1040 Fax: 954-517-8400

Email: [mdawson@ppines.com](mailto:mdawson@ppines.com)

[www.ppines.com](http://www.ppines.com) [www.pembrokepinescitycenter.org](http://www.pembrokepinescitycenter.org)

[www.facebook.com/cityofpembrokepines/](https://www.facebook.com/cityofpembrokepines/)



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**From:** Pena, Jose  
**Sent:** Thursday, May 14, 2020 2:31 PM  
**To:** Dawson, Michelle <[mdawson@ppines.com](mailto:mdawson@ppines.com)>  
**Cc:** Leclerc, Garth <[gleclerc@ppines.com](mailto:gleclerc@ppines.com)>  
**Subject:** Two copies of signed contract by contractor

Good afternoon Michelle, I wanted to notify you that I sent you via inter office mail, two original copies of a contract signed and delivered to me today by the contractor for Garth Leclerc.

Garth asked me to forward to you for signatures. This was approved in the last commission meeting.

Note, Interoffice mail will go out on Monday 5/18/20.

If you have any questions, please feel free to contact me at my cell number below.

*Thank you,*

*José A. Peña*  
*City of Pembroke Pines*  
*Public Services Department*  
*8300 South Palm Drive*  
*Pembroke Pines FL 33025*  
*(O) (954) 518-9098*  
*(C) (954) 914-4550*  
*(E) [jpena@ppines.com](mailto:jpena@ppines.com)*

The City of Pembroke Pines is a public entity subject to Chapter 119 of the Florida statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.


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# FW: Insurance info

Rotstein, Daniel

Tue 5/26/2020 12:35 PM

To: Leclerc, Garth <gleclerc@ppines.com>;

 4 attachments

ABS COI 05-20-2020 City of Pembroke Pines 3.pdf; Endorsement ABS C.pdf; WC- COI.pdf; Automobile Cert of insurance.pdf;

The attached COI's are fine as long as they comply with the requirements listed in the Agreement.

Daniel

**From:** Leclerc, Garth

**Sent:** Thursday, May 21, 2020 11:53 AM

**To:** Rotstein, Daniel <drotstein@ppines.com>

**Subject:** Insurance info

Good morning,

Can you please review the insurance information for ABS Contractors for IFB CS-19-05.

Thank you,

Garth Leclerc

City of Pembroke Pines

Public Services Dept.

8300 South Palm Drive

Pembroke Pines, FL 33025

O: 954-518-9065 C: 954-557-1596

[gleclerc@ppines.com](mailto:gleclerc@ppines.com)]gleclerc@ppines.com

WE INSURE INC  
PO BOX 23865  
JACKSONVILLE, FL 32241  
1-877-677-4063

**PROGRESSIVE**<sup>®</sup>  
COMMERCIAL

**Policy number: 01188245-0**

Underwritten by:  
PROGRESSIVE EXPRESS INS COMPANY  
May 21, 2020  
Page 1 of 2

## Certificate of Insurance

### Certificate Holder

CITY OF PEMBROKE PINES  
8300 S PALM DRIVE  
PEMBROKE PINES, FL 33025

### Insured

ABS GENERAL CONTRACTORS  
INC  
11200 NW 14TH CT  
PEMBROKE PINES, FL 33026

### Agent/Surplus Lines Broker

WE INSURE INC  
PO BOX 23865  
JACKSONVILLE, FL 32241

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Oct 4, 2019

Policy Expiration Date: Oct 4, 2020

### Insurance coverage(s)

### Limits

BODILY INJURY/PROPERTY DAMAGE

\$1,000,000 COMBINED SINGLE LIMIT

PERSONAL INJURY PROTECTION

\$10,000 W/\$0 DED - NAMED INSD & RELATIVE

HIRED AUTO BODILY INJURY/PROPERTY DAMAGE

\$1,000,000 COMBINED SINGLE LIMIT

### Description of Location/Vehicles/Special Items

#### Scheduled autos only

2018 TOYOTA RAV4 2T3WFREV4JW467498

COMPREHENSIVE

\$500 DED

COLLISION

\$500 DED

RENTAL REIMBURSEMENT

\$30 PER DAY (\$900 MAX)

ROADSIDE ASSISTANCE

SELECTED

**Policy number: 01188245-0**

Page 2 of 2

**Certificate number**

14220NET245

**Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.**

A handwritten signature in black ink, appearing to be "K. P. M." with a stylized flourish at the end.

Form 5241 (10/02)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2020

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

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

<b>PRODUCER</b> Excellence Insurance, LLC. DBA A&A Underwriters. 3801 SW 107th Ave  Miami FL 33165		<b>CONTACT NAME:</b> Adriana L Clavijo Mauri <b>PHONE (A/C, No, Ext):</b> (305) 220-7447 <b>FAX (A/C, No):</b> (305) 220-4821 <b>E-MAIL ADDRESS:</b> certificates@aaunderwriters.com	
<b>INSURED</b> ABS General Contractors Inc. 11200 NW 14th Ct  Pembroke Pines FL 33026		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> COVINGTON SPECIALTY INSURANCE COMPANY <b>INSURER B:</b> KINSALE INSURANCE COMPANY <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 13027 38920	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		VBA749586	03/27/2020	03/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$				
B	Environmental Contracting & Professional Services			0100089442-0	06/13/2019	06/13/2020	Each Pollution Limit \$ 1,000,000 Aggregate Limit \$ 2,000,000 Deductible \$ 5,000				

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

The City of Pembroke Pines name as additional insured with respect to General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines  
Public Services Dept.  
8300 S Palm Drive  
Pembroke Pines, FL 33025

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2020

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

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

**PRODUCER** SUNZ Insurance Solutions, LLC. ID: (Cornerstone)  
c/o Cornerstone Capital Group, Inc.  
10 Willow Road, Building 3, Suite 151  
Maple Shade, NJ 08052

**CONTACT NAME:** Jessi Crumb  
**PHONE (A/C, No. Ext):** 870-376-2871 **FAX (A/C, No):**  
**E-MAIL ADDRESS:** coi.requests@cornerstonepeo.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

**INSURER A:** SUNZ Insurance Company

34762

**INSURED**  
Cornerstone Capital Group, Inc.  
10 Willow Road, Building 3  
Suite 151  
Maple Shade NJ 08052

**INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** 55570175**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<b>OTHER:</b>						
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	<b>DED</b> <b>RETENTION \$</b>						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC005-00001-020	1/1/2020	1/1/2021	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Abs Genral Contractors Inc  
Client Effective: 10/03/2019

**CERTIFICATE HOLDER**

6092  
City of Pembroke Pines  
8300 S Palm Drive  
Pembroke Pines, FL 33025

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

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