AGENDA

REGULAR COMMISSION MEETING

4:00 PM - Friday, November 7, 2025

Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PRESENTATIONS / PROCLAMATIONS
   - 5.1. Proclamation for Epilepsy Awareness Month — 9 - 10
     Agenda Item Report - AIR-25-358
   - 5.2. Proclamation of Young Marines Unit for Red Ribbon Week — 11 - 12
     Agenda Item Report - AIR-25-423
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
7. CONSENT AGENDA
   - 7.1. Motion to approve Meeting Minutes: — 13 - 32

     August 27, 2025 - Special Commission Meeting
     August 27, 2025 - Workshop Commission Meeting
     Agenda Item Report - AIR-25-396
   - 7.2. Motion to approve of an agreement with Flagler Technologies - Omnia - IT Director Pakula — 33 - 46
     Agenda Item Report - AIR-25-398
   - 7.3. Motion to approve of updating the agreement with Flagler Technologies - IT Director Pakula — 47 - 61
     Agenda Item Report - AIR-25-399
   - 7.4. Motion to Approve to amend Agreement with RG Underground for SW 30th Street Forcemain Project - Public Works Director Odoms — 62 - 73
     Agenda Item Report - AIR-25-406
   - 7.5. Motion to approve amending the agreement with TK Elevator - Public Works Director Odoms — 74 - 145
     Agenda Item Report - AIR-25-407

7.6. Motion to approve action on SW 36th Court Drainage Improvements - Public Works Director Odoms 146 - 152

Agenda Item Report - AIR-25-408

7.7. Motion to approve the use of 2-Acre Parcel Adjacent to Meekin Lake for Modular Building Placement - Public Works Director Odoms 153 - 154

Agenda Item Report - AIR-25-409

7.8. Motion to approve of Additional Design Funding – South Park Road CSLIP Project (Inclusive of SW 25th Street Drainage Design) - Public Works Director Odoms 155 - 159

Agenda Item Report - AIR-25-411

7.9. Motion to Approve Interagency Agreement between Fort Lauderdale and Pembroke Park - Chief Daniel DeCoursey 160 - 166

Agenda Item Report - AIR-25-414

7.10. Motion to approve Lighting and Tornado warning system for The Preserve and Behan Park - IT Director Pakula 167 - 185

RESOLUTION NO.: 2025-058

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE IMPLEMENTATION OF THE TG 360 WEATHER DETECTION AND EMERGENCY ALERT SYSTEM AND NOT TO EXCEED AN AMOUNT OF $45,000.00; PROVIDING FOR ENHANCED WEATHER MONITORING, PUBLIC SAFETY, AND COMMUNITY ACCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-400

7.11. Motion to approve of waiver of fees in the Building Department - Town Manager Lynch 186 - 189

RESOLUTION NO.: 2025-062

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHNG A FEE WAIVER POLICY FOR CERTAIN BUILDING DEPARTMENT LATE FEES; DELEGATING CERTAIN AUTHORITY TO THE TOWN MANAGER; PROVIDING FOR LIMITATIONS; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report

7.12. Motion to approve recurring Services for Backup internet for Police and Town - IT Director Pakula 190 - 196

RESOLUTION NO.: 2025-064

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, AUTHORIZING THE APPROVAL OF RECURRING SERVICES FOR BACKUP INTERNET CONNECTIVITY FOR THE POLICE DEPARTMENT AND TOWN OPERATIONS WITH

FMC GLOBALSAT, INC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-401

7.13. Motion to approve Furniture Purchase for the Third Floor Emergency Operations Center (EOC) and Waiting Area - IT Director Pakula 197 - 273

RESOLUTION NO.: 2025-065

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPROVING THE PURCHASE OF FURNITURE FOR THE THIRD FLOOR EMERGENCY OPERATIONS CENTER (EOC) AND WAITING AREA; AUTHORIZING THE TOWN MANAGER TO EXECUTE NECESSARY PURCHASE AGREEMENTS; PROVIDING FOR A TOTAL COST OF $14,691.55 NOT TO EXCEED $16,000.00; LIMITING THE PURCHASE TO SPECIFIED ITEMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-402

7.14. Motion to approve to Hire a Traffic Infraction Enforcement Officer as an Independent Contractor -Chief DeCoursey 274 - 285

RESOLUTION NO.: 2025-066

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH JOHN WILSON TO SERVE AS TRAFFIC INFRACTION ENFORCEMENT OFFICER AS AN INDEPENDENT CONTRACTOR, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-405

7.15. South Florida Business & Wealth's 2025 Apogee Awards Gala Honoring Mayor Jacobs - Town Manager Lynch 286 - 289

RESOLUTION NO.: 2025-067

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPROVING SPONSORSHIP OF THE 2025 SFBW APOGEE AWARDS IN THE AMOUNT OF FOUR THOUSAND FIVE HUNDRED ($4,500) AND RECOGNIZING THE SELECTION OF MAYOR GEOFFREY JACOBS AS AN HONOREE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-417

7.16. Motion of Approval of Town Hall Exterior Lighting Project Using ARPA Funds - Public Works Director Odoms 290 - 317

RESOLUTION NO: 2025-068

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE TOWN HALL EXTERIOR LIGHTING PROJECT FUNDED THROUGH THE AMERICAN RESCUE PLAN ACT (ARPA); AUTHORIZING THE USE

OF A PIGGYBACK CONTRACT WITH JLMB CONSTRUCTION GROUP CORP ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR A NOT-TO-EXCEED AMOUNT OF $28,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-418

7.17. Motion to Approve Purchase for Additional Tower Gardens for Community Garden - Public Works Director Odoms 318 - 330

RESOLUTION NO.: 2025-070

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF ADDITIONAL TOWER GARDENS FOR THE COMMUNITY GARDEN PROGRAM; AUTHORIZING THE USE OF FUNDS FROM THE CAPITAL OUTLAY – MACHINERY AND EQUIPMENT COMMUNITY GARDEN ACCOUNT (001-570572-640003-00-0000); CONFIRMING SOLE SOURCE PROCUREMENT AGREEMENT ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-420

7.18. Motion to Approve Emergency Street Repair for Sinkhole on SW 52 Avenue - Public Works Director Odoms 331 - 409

RESOLUTION NO.: 2025-071

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING EMERGENCY STREET REPAIR FOR A SINKHOLE ON SW 52 AVENUE; AUTHORIZING THE USE OF A PIGGYBACK CONTRACT WITH SOUTHEASTERN ENGINEERING CONTRACTORS ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-421

7.19. Motion to Approval for a light pole replacement for Public Services - Public Services Director Odoms 410 - 474

RESOLUTION NO.: 2025-072

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING THE REPLACEMENT OF A LIGHT POLE UTILIZING A PIGGYBACK CONTRACT WITH UPRIGHT ELECTRICAL SERVICES ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-422

7.20. Motion to approve Declaration of Surplus Property and Approval of Intergovernmental Sale for Ford Explorer - Town Attorney Horrowitz & Town Manager Lynch 475 - 483
RESOLUTION NO. 2025-073
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DECLARING A 2022 FORD EXPLORER AS SURPLUS PROPERTY; AUTHORIZING THE SALE OF SAID VEHICLE TO THE VILLAGE OF SEA RANCH LAKES PURSUANT TO SECTION 274.05, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
Agenda Item Report - AIR-25-415

7.21. Consideration and Approval of Fiber Internet Service Renewal for the Police Department - IT Director Pakula 484 - 488
RESOLUTION NO.: 2025-075
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING THE RENEWAL OF FIBER INTERNET SERVICES FOR THE POLICE DEPARTMENT WITH CROWN CASTLE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE RENEWAL AGREEMENT ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Agenda Item Report - AIR-25-425

8. ORDINANCES

8.1. Consideration and approval of an Ordinance Amending the Purchasing Thresholds - Procurement Administrator Woodbury & Town Attorney Horrowitz 489 - 501
ORDINANCE NO.: 2025-008
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE V, ENTITLED "PROCUREMENT;" AMENDING SEC. 2-128, ENTITLED "PROCUREMENT AMOUNT THRESHOLDS;" AMENDING THE PROCUREMENT THRESHOLDS FOR THE TOWN'S ACQUISITION OF GOODS AND SERVICES; PROVIDING FOR CONSISTENCY WITH THE TOWN'S PURCHASING MANUAL; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Agenda Item Report - AIR-25-403

8.2. Consideration and approval of the Revised Town Personnel Handbook - HR Director Frishman 502 - 656
ORDINANCE NO.: 2025-009
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA ADOPTING THE AMENDED PEMBROKE PARK PERSONNEL

POLICIES AND PROCEDURES MANUAL, ATTACHED HERETO AS EXHIBIT "A," AND INCORPORATED AS IF FULLY SET FORTH HEREIN; AMENDING CHAPTER 19 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PERSONNEL;" AMENDING ARTICLE I, ENTITLED "IN GENERAL" BY SPECIFICALLY AMENDING SECTION 19-1, ENTITLED "ADOPTION OF PERSONNEL POLICIES AND PROCEDURES MANUAL;" PROVIDING FOR FUTURE AMENDMENTS TO THE TOWN'S PERSONNEL MANUAL BY RESOLUTION OF THE TOWN COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-404

9. OLD BUSINESS

10. NEW BUSINESS

10.1. Consideration of Approval of Fourth Amendment to the Original Agreement with Waste Management for Solid Waste Collection Services - Town Manager Lynch — 657 - 673

RESOLUTION NO. 2025-076

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT OF FLORIDA, INC. FOR FURNISHING SOLID WASTE COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-426

11. DISCUSSION

11.1. Discussion and Consideration of Additional Construction Funding – Town Emergency Generator Project - Public Works Director Odoms — 674 - 677

Agenda Item Report - AIR-25-410

11.2. Discussion and possible Building Department: Surplus and Purchase Vehicles — 678 - 685

Agenda Item Report - AIR-25-424

11.3. Motion to direct the Town Attorney's Office to draft an ordinance implementing Sec. 9 of the Town Charter and providing for the rotation by commission district, every two years, of the mayor, vice mayor, clerk commissioner and acting clerk commissioner - Clerk Commissioner Hodgkins & Town Attorney Horrowitz — 686 - 691

Agenda Item Report - AIR-25-416

11.4. Consideration and Approval of Agreement with Raftelis Financial — 692 - 767

Consultants, Inc - Public Services Director Odoms

RESOLUTION NO. 2025-060

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES; AUTHORIZING THE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-412

11.5. Consideration and Approval of Complete A/C Replacement and duct work for Town Hall - Public Works Director Odoms — 768 - 850

RESOLUTION NO: 2025-069

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE COMPLETE REPLACEMENT OF THE AIR CONDITIONING SYSTEM AND DUCTWORK FOR TOWN HALL; AUTHORIZING THE USE OF ARPA FUNDS AND CAPITAL OUTLAY ACCOUNT 001-530541-640003-00-0000; CONFIRMING PROCUREMENT THROUGH SOURCEWELL WITH HALL MECHANICAL AND AIR CONDITIONING LLC AS THE CONTRACTOR; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR A NOT-TO-EXCEED AMOUNT OF $1,600,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-419

11.6. Discussion and possible action to engage the Akerman law firm to represent the Town as special counsel to pursue potential recovery from the City of Hollywood for overcharging and related matters relative to the Large User Agreement - Town Attorney Horrowitz & Town Manager David Lynch — 851 - 865

RESOLUTION NO.: 2025-074

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE ENGAGEMENT OF THE LAW FIRM OF AKERMAN LLP AS SPECIAL COUNSEL TO REPRESENT THE TOWN IN CONNECTION WITH POTENTIAL RECOVERY FROM THE CITY OF HOLLYWOOD FOR OVERCHARGING AND RELATED MATTERS UNDER THE LARGE USER AGREEMENT; APPROVING THE FEE ENGAGEMENT AGREEMENT WITH AKERMAN, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-413

12. ATTORNEY REPORTS

13. TOWN MANAGER REPORTS

14. COMMISSION REPORTS
Commissioner Mohammed
Acting Clerk Commissioner Morrissette
Clerk Commissioner Hodgkins
Vice Mayor Kashem
Mayor Jacobs

15. ANNOUNCEMENTS

15.1. Workshop Commission Meeting, Wednesday, November 26, 2025 at 6:00 p.m.
Regular Commission Meeting, Wednesday, December 10, 2025 at 7:00 p.m.

SPECIAL EVENTS

Community Health Fair, Saturday, November 8, 2025 at 12:00 p.m.
Turkey Pardoning Ceremony, Monday, November 24, 2025 at 12:00 p.m.
Turkey Give-A-Way, Monday, November 24, 2025 at 4:00 p.m.
Christmas Tree Lighting Ceremony, Tuesday, November 25, 2025 at 6:00 p.m.

16. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Cynthia Garcia-Lima
Town Clerk

Agenda Item Report

Subject:	Proclamation for Epilepsy Awareness Month
Meeting Date:	Regular Commission Meeting - November 12, 2025
Prepared For:	Town Commission
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

November 2025 Epilepsy Awareness Month

TOWN OF PEMBROKE PARK
PROCLAMATION

Epilepsy Awareness Month

***WHEREAS**, did you know that one in 26 people will be diagnosed with epilepsy at some point in their lives? Epilepsy affects more individuals than autism, Parkinson's disease, multiple sclerosis, and cerebral palsy combined; and*

***WHEREAS**, epilepsy is a neurological disorder affecting thousands of individuals in our community, and understanding this condition is crucial for fostering a supportive environment; and*

***WHEREAS**, increased public awareness and education about epilepsy can help break down stigmas, reduce discrimination, and improve the quality of life for those living with epilepsy; and*

***WHEREAS**, public knowledge of seizure first-aid can empower community members to respond effectively during a seizure, ensuring safety and providing proper care; and*

***WHEREAS**, this November, during Epilepsy Awareness Month, Epilepsy Alliance Florida (EAFLA) seeks your support to help the more than half a million Floridians living with epilepsy; and*

***WHEREAS**, at EAFLA, we provide comprehensive support, including advocacy, education, medical services, and counseling, to empower those affected by epilepsy. Our mission is fueled by the compassion and generosity of supporters like you; and*

***WHEREAS**, this November, during Epilepsy Awareness Month, Epilepsy Alliance Florida (EAFLA) seeks your support to help the more than half a million Floridians living with epilepsy; and*

***WHEREAS**, public knowledge of seizure first-aid can empower community members to respond effectively during a seizure, ensuring safety and providing proper care; and*

***WHEREAS**, join us during Epilepsy Awareness Month by visiting our Epilepsy Awareness Month Page and participating in the #ShineYourLightOnEpilepsy initiative. Your support is invaluable as we work together to break the stigma and foster acceptance and understanding for all individuals living with epilepsy. For more information, call 877-553-7453.*

***NOW, THEREFORE WE,** Mayor Geoffrey Jacobs, Vice Mayor Musfika Kashem, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Erik Morrissette and Commissioner Ashira Mohammed by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the month of November 2025, as:*

EPILEPSY AWARENESS MONTH

Dated this 12th day of November 2025.

_____
Geoffrey Jacobs, Mayor

_____
Musfika Kashem, Vice Mayor

_____
William R. Hodgkins, Clerk Commissioner

_____
Erik Morrissette, Acting Clerk Commissioner

_____
Ashira Mohammed, Commissioner

Agenda Item Report

Subject:	Proclamation of Young Marines Unit for Red Ribbon Week
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

November 2025 Young Marines Unit for Red Ribbon Week

TOWN OF PEMBROKE PARK
PROCLAMATION

Young Marines Unit in Honor of Red Ribbon Week

***WHEREAS**, Red Ribbon Week is the nation's oldest and largest drug prevention campaign, observed annually to honor the memory of DEA Agent Enrique "Kiki" Camarena and to encourage communities to take a visible stand against substance abuse; and*

***WHEREAS**, the PFC Bruce W Carter MOH Young Marines have demonstrated exemplary leadership, discipline, and civic responsibility through their active participation in Red Ribbon Week activities and by promoting drug-free lifestyles among youth in our community; and*

***WHEREAS**, the Young Marines organization instills the values of honor, courage, and commitment in its members, preparing them to be responsible citizens and positive role models; and*

***WHEREAS**, the efforts of the PFC Bruce W Carter MOH Young Marines inspire peers, families, and the broader community to make healthy choices, strengthen community ties, and promote a safer, drug-free environment for all.*

***NOW, THEREFORE WE,** Mayor Geoffrey Jacobs, Vice Mayor Musfika Kashem, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Erik Morrissette and Commissioner Ashira Mohammed by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the month of November 2025, as a month to Recognize the PFC Bruce W Carter MOH Young Marines for Their Commitment to Red Ribbon Week and unwavering service to our youth and community.*

Young Marines Unit in honor of Red Ribbon Week

Dated this 7th day of November 2025.

_____
Geoffrey Jacobs, Mayor

_____
Musfika Kashem, Vice Mayor

_____
William R. Hodgkins, Clerk Commissioner

_____
Erik Morrissette, Acting Clerk Commissioner

_____
Ashira Mohammed, Commissioner

Agenda Item Report

Subject:	Approval of Meeting Minutes: August 27, 2025 - Special Commission Meeting August 27, 2025 - Workshop Commission Meeting
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

08.27. 2025 - Special Commission Meeting
08.27.2025 - Workshop Commission Meeting

MINUTES
SPECIAL COMMISSION MEETING

5:30 PM - Wednesday, August 27, 2025
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, August 27, 2025, at 5:30 PM, in the Commission Chambers, with the following members present:

PRESENT: Commissioner Ashira Mohammed; Acting Clerk Commissioner Erik Morrissette; Clerk Commissioner William Hodgkins; Vice Mayor Musfika Kashem; and Mayor Geoffrey Jacobs

EXCUSED:

Clerk Commissioner Hodgkins arrived at 5:37pm.

1. CALL TO ORDER

Mayor Jacobs called the Special Commission Meeting to order at 5:35 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Jacobs.

3. ROLL CALL

The meeting was called to order at 5:35 pm by Mayor Jacobs. Present at the meeting were Ashira Mohammed, Commissioner; Erik Morrissette, Acting Clerk Commissioner; William Hodgkins, Clerk Commissioner; Musfika Kashem, Vice Mayor; and Geoffrey Jacobs, Mayor.

Additional staff in attendance were Cynthia Garcia-Lima, Town Clerk; Jacob Horowitz, Town Attorney and David Lynch, Town Manager.

4. DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no additions, deletions, or withdrawals to the agenda.

5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

There were no public comments.

7. PUBLIC HEARING

Consideration and approval of a Resolution granting a variance to Section 10-81.C of the Code of Ordinances, pursuant to variance conditions in Section 10-64 for the Ekos Pembroke Park project - Building Official Agbenohevi
RESOLUTION NO.: 2025-030

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA IN ACCORDANCE WITH SEC. 10-64 OF THE TOWN'S CODE OF ORDINANCES, GRANTING A VARIANCE FROM SECTION 10-81.C OF THE TOWN CODE TO ALLOW AN ELEVATION OF 10-FEET FOR THE PRINCIPAL BUILDING AND 8.8-FEET FOR THE ACCESSORY PARKING GARAGE FOR THE EKOS PEMBROKE PARK PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF SW 56TH AVENUE AND SW 41ST STREET (COUNTYLINE ROAD); SUPERSEDING CONFLICTING RESOLUTIONS, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The Town Attorney noted that this was a quasi-judicial hearing and asked that anyone who would be testifying be sworn in. Those who would be providing testimony affirmed that they would tell the truth.

Building Official Agbenohevi presented the variance request from Ekos Development. He explained that the project is in non-flood Zone X. The town ordinance requires that buildings in this zone have a base floor elevation 18 inches above the highest crown of the road. The highest crown of the road in this case is 9.84 feet, which would require a finished floor elevation of 11.18 feet. However, the applicant is proposing a finished floor elevation of 10 feet, which is 1.34 feet below what the ordinance requires.

The Building Official noted that the applicant has presented documentation showing that raising the building to the required level would create financial hardship and would not be in the best interest of the town. He also explained that since the property is in non-flood Zone X, granting the variance would not affect the town's Community Rating System (CRS) with NFIP. He emphasized that the project would need an adequate storm drainage system to prevent water from flowing onto the property during heavy rainstorms.

The Town Attorney explained the code provisions for issuing a variance, noting that it requires: 1) a determination that failure to grant the variance would result in exceptional hardship; 2) that granting would not create increased flood heights or public safety threats; and 3) that the variance is the minimum

necessary considering the flood hazard.

Mr. Keith Polyakoff, representing the applicant McDowell Housing Partners, noted that flood Zone X is the best flood zone designation possible, indicating no flooding risk. He explained that the plans were submitted over a year ago with a 10-foot NAVD elevation and had received approvals from Broward County for drainage and certification for a 100-year storm. He stated that raising the building by one foot at this stage would require recalculating the drainage with Broward County and reconfiguring the ADA compliance throughout the property.

Mr. Eduardo Turan from McDowell Housing Partners provided a presentation on the Ekos Pembroke Park project, a 10-story high rise with 160 parking spaces. He emphasized that the property is in FEMA flood Zone X, which has less than a 0.2% annual chance of flooding. He outlined several factors supporting their variance request which are The site's location in the best possible flood zone classification, The town's 100-foot building height restriction (the building is designed at 99'10"), The site's small size that has been meticulously planned, The need to preserve ADA-compliant accessibility throughout the senior community, The project has received its Broward County surface water management license.

Commissioner Mohammed raised a concern about potential impacts to the town's CRS rating.

Todd Larsen, former Director of Public Services for the town, clarified that granting the variance might have a minimal impact on the town's CRS points but would not be enough to change their classification.

Omar Rodriguez, a professional engineer and certified floodplain manager with Keith Engineering, testified that the development would not negatively impact the town's CRS program because the property is not in a flood plain. He explained that while there might be minimal point impacts, they would not be significant.

Todd Larsen, former Director of Public Services for the town, confirmed that the impact on CRS would be minimal and could be offset by other activities. He also noted that the project's stormwater management system was designed to handle a 100-year storm, which exceeds the typical 25-year storm requirements.

The mayor opened the public hearing for public comment. There were no public comments, and the public hearing was closed.

ACTION: Commissioner Mohammed made a motion to approve Resolution No.2025-30. Acting Clerk Commissioner Morrissette seconded the motion, and it passed unanimously on a poll vote.

11. ATTORNEY COMMENTS

There were no Town Attorney comments.

12. TOWN MANAGER COMMENTS

There were no Town Manager comments.

13. COMMISSIONER COMMENTS

There were no commissioners' comments.

14. ANNOUNCEMENTS

14.1. First Budget Public Hearing, Wednesday, September 10, 2025, at 6:00 p.m.
Regular Commission Meeting, Wednesday, September 10, 2025, at 7:00 p.m. or shortly after the First Budget Public Hearing has ended.
Special Magistrate Hearing, September 17, 2025, at 9:00 a.m.
Second Budget Public Hearing, Wednesday, September 24, 2025, at 6:00 p.m.
Workshop Commission Meeting, Wednesday, September 24, 2025, at 7:00 p.m. or shortly after the Second Budget Public Hearing has ended.

COMMUNITY EVENTS

Food Drive, Saturday, August 30, 2025, from 9:00 a.m. to 11:00 a.m.

15. ADJOURNMENT

Commission approved on:
ATTEST:

_____
Cynthia Garcia-Lima, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.
Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)
DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

MINUTES
WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, August 27, 2025

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, August 27, 2025, at 6:00 PM, in the Town Commission Chambers, with the following members present:

PRESENT: Commissioner Ashira Mohammed; Acting Clerk Commissioner Erik Morrissette; Clerk Commissioner William Hodgkins; Vice Mayor Musfika Kashem; and Mayor Geoffrey Jacobs

EXCUSED:

1 CALL TO ORDER

Mayor Jacobs called the Workshop Commission Meeting to order at 6:12 PM. He asked everyone to stand for a moment of silence for the school shooting in Minnesota where two children were killed and 17 injured.

2 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3 ROLL CALL

The meeting was called to order at 6:12 pm by Mayor Jacobs. Present at the meeting were Ashira Mohammed, Commissioner; Erik Morrissette, Acting Clerk Commissioner; William Hodgkins, Clerk Commissioner; Musfika Kashem, Vice Mayor; and Geoffrey Jacobs, Mayor.

Additional staff in attendance were Jacob Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; and David Lynch, Town Manager

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Mayor Jacobs moved item 9.8 regarding the town's insurance carrier to be addressed after this agenda item.

Motion to approve the recommendation of the Town's insurance consultant to engage Cigna Healthcare as the Town's insurance carrier pursuant to Sec. 2-125(C)(4) of the Town's Code of Ordinances

Ms. Gloria Rosen presented information on health insurance options for the town. She showed comparisons between four companies: Blue Cross Blue Shield (current provider), Cigna, UnitedHealthcare, and AvMed. She explained that Cigna offered the best plan at $9,000 per month less than the current provider, which would save approximately $180,000 annually. She noted that Cigna's coverage included a $300 ambulance fee (compared to Blue Cross's $500), a $250 deductible for hospital admission, and covered all major hospitals in the area including Memorial facilities. The Commission discussed the benefits and cost savings of switching to Cigna.

ACTION: Mayor Jacobs instructed the Town Clerk to add the item to the Consent Agenda for a vote.

5 PRESENTATIONS

5.1 Proclamation Hunger Action Month - Feeding South Florida

5.2 Proclamation for Patrice Howards

5.3 Presentation of Compression and Classification Study Findings – Human Resources Director Frishman (UPDATED SUPPORTING DOCUMENTS)

Human Resources Director Frishman presented the findings of the compensation and classification study conducted by The Gehring Group. He explained that the purpose of the pay plan was to attract, retain, and motivate top performing employees to achieve long term strategic goals in a competitive talent market.

Human Resources Director Frishman explained that the town currently has no compensation structure in place. The solution proposed was a competitive market pay plan with handbook requirements for analysis every five years. The methodology involved benchmarking approximately 45 positions against data from 10 different entities, reviewing job descriptions, and conducting further meetings with the town manager and finance director.

The annual payroll impact of implementing the pay plan would be approximately $208,000. Human Recourses Director noted that eight current employees were under the minimum of their proposed pay grades. The investment would show

immediate results with reduced turnover, increased continuity, and savings in recruitment costs and training. The pay plan would create a fair, more transparent, and equitable workplace while driving long term talent success.

ACTION: Mayor Jacobs instructed the Town Clerk to add the item to the Consent Agenda for a vote.

5.4 Presentation on Audit Findings for Fiscal Year 2024 - Vice Mayor Kashem

Vice Mayor Kashem requested that a special meeting be scheduled to go over the most recent audit findings and discuss any policy changes or commission oversight that might be needed. She explained that some of the findings had appeared in past audits, and it was important for the commission to understand why they were recurring and what actions were being taken to address them long term.

Finance Director Davermann presented a summary of the audit findings. He noted that there were 12 findings in fiscal year 2023, and 11 findings in fiscal year 2024, six of which were repeated from the prior year. He detailed the findings that had been resolved, including accounts receivable aging, payroll issues, and audit filing requirements.

New findings included issues with petty cash (which had been resolved by eliminating petty cash), unexpended fund balance in the building department, impact fee accounting, and inventory of town owned property. Finance Director Davermann discussed the actions being taken to address each finding, including hiring a full-time accounts payable clerk, implementing a monthly close checklist, bringing in a new program for capital assets, and adding a procurement administrator.

The town manager mentioned that many of the findings were from before the current administration and that they were aiming for zero findings in the next audit. After discussion, it was agreed to schedule a presentation on the audit findings for the October workshop meeting rather than holding a special meeting.

5.5 Proclamation for Nigel Lewis (ADDED)

6 REPORTS FROM COMMISSIONERS

Police Department Report

Chief DeCoursey reported on various police department activities, including:

- Back-to-school activities at local elementary schools
- Mental health wellness initiatives for officers
- Current staffing (one vacancy pending budget approval)
- Awaiting response on a federal grant for sexual assault/domestic violence investigations
- Domestic violence being a significant issue in the town
- Collaboration with Crime Stoppers on domestic violence reporting
- Helped Hollywood Police Department during a lieutenant's funeral
- Compliance with the FDLE domestic violence lethal assessment requirement
- Call statistics (1,584 calls for service from July 22 through August 19)

The Commission and Chief discussed the timeline for implementation of photo enforcement cameras, which should be operational by mid-September pending permitting issues with DOT.

Public Works Report

Public Works Director Jeffrey Odoms provided updates on various projects:

- Southwest 25th Street project expected to begin construction within 90 days
- Southwest 30th Street Force Main project anticipated to be completed by October
- Lift stations 17 and 14 moving into the permitting stage
- Grant extension with FDEM secured until the end of 2026 for the generator, roof, and windows projects
- Approval for reduced scope on Surtax project and CCLIP project
- Parks updates including potential splash pad installation and searching for plans from Miramar and Tamarac
- AC repair for the Parks building estimated at $9,000

Discussion ensued regarding parks planning and the need for a comprehensive master plan for town properties.

7 OLD BUSINESS

8 NEW BUSINESS

8.1 Consideration and approval of agreement with GL Distributors for protective Items for the Police Department – Chief DeCoursey (AMENDED SUPPORTING DOCUMENTS)

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF PROTECTIVE EQUIPMENT FOR THE POLICE DEPARTMENT FROM GL DISTRIBUTORS THROUGH THE NASPO COOPERATIVE PURCHASING CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL

NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Chief DeCoursey presented a request to purchase four ballistic shields, 25 ballistic helmets, and 25 Hawk Armor rifle plates for the police department at a cost of $47,337.50, to be funded through ARPA funds. He requested approval for up to $50,000 to cover any potential additional costs.

ACTION: Mayor Jacobs instructed the Town Clerk to add the item with not to exceed amount of $50,000 to the Consent Agenda for a vote.

8.2 Consideration of Contribution to the Broward Early Learning Coalition (ELC) – School Readiness Match Program - Town Clerk Garcia-Lima

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A CONTRIBUTION TO THE BROWARD EARLY LEARNING COALITION (ELC) IN SUPPORT OF THE SCHOOL READINESS MATCH PROGRAM FOR FISCAL YEAR 2025–2026; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The town contributed $2,186 last year to the Early Learning Coalition. The Commission agreed to contribute the same amount for the current fiscal year.

ACTION: Mayor Jacobs instructed the Town Clerk to add the item with a contribution amount of $2,186 to the Consent Agenda for a vote.

8.3 Consideration and approval of ordinance to authorize the Town Manager and Finance Director to be included as authorized signatories - Town Manager Lynch

ORDINANCE NO.: 2025-XXX

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 24 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TAXATION AND FINANCE;" BY SPECIFICALLY AMENDING ARTICLE III, ENTITLED "FINANCE;" AMENDING SEC. 24-102, ENTITLED "DISBURSEMENT BY CHECK ONLY; AUTHORIZATIONS TO SIGN CHECKS; TRANSFER FUNDS;" PROVIDING FOR THE TOWN MANAGER AND THE TOWN FINANCE DIRECTOR TO BE INCLUDED AS AUTHORIZED SIGNATORIES FOR TOWN CHECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The Town Attorney presented an ordinance to include the Town Manager and Finance Director as authorized signatories for town checks, as previously requested by the Commission.

ACTION: Mayor Jacobs instructed the Town Clerk to add the item as a line item on the next regular commission meeting agenda.

8.4 Consideration and approval to sign agreement with Laura Cole, Crisis Management Expert for the Police Department - Town Manager Lynch & Chief DeCoursey

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LAURA COLE TO PROVIDE CRISIS MANAGEMENT EXPERTISE TO THE POLICE DEPARTMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Chief DeCoursey requested approval to engage Laura Cole, who specializes in transparency, engagement, and crisis communications for law enforcement agencies. The service would cost $36,000 for the year ($3,000 per month) and would help with social media and preparing officers for critical situations.

The Town Manager also requested that the termination of the previous public communications contract be affirmed at the next meeting.

ACTION: Mayor Jacobs instructed the Town Clerk to add the item to the Consent Agenda for a vote.

8.5 Consideration and Approval of Cooperative Purchasing Agreement with Garber Ford Inc. through the Florida Sheriffs Association Contract – Police Chief DeCoursey (AMENDED SUPPORTING DOCUMENTS)

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE PURCHASING AGREEMENT WITH GARBER FORD INC. THROUGH THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FOR THE ACQUISITION OF POLICE VEHICLES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Chief DeCoursey proposed replacing five older vehicles in the police fleet with three Ford Explorers and two Ford F-150 pickup trucks. He explained that

purchasing through the Florida Sheriffs Association contract would be more cost-effective than continuing to lease through Enterprise. The Commission discussed comparing costs when selling vehicles back to Enterprise versus through other means.

ACTION: Mayor Jacobs instructed the Town Clerk to add the item to the Consent Agenda for a vote.

8.6 Consideration and Approval of Agreement with ClearGov for the Finance Department - Finance Director Daverman

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CLEARGOV FOR THE FINANCE DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Finance Director Davermann explained that ClearGov would be used to help create the town's budget book, like those used by other municipalities. The software would take the town's data and shape it into a preformatted, interactive budget book. It was noted that this would supplement, not replace, the Tyler software.

ACTION: Mayor Jacobs instructed the Town Clerk to add the item to the Consent Agenda for a vote.

8.7 Consideration and Approval of the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) – Public Services Director Jeff Odoms

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE 2025 AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT), SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Director Jeffrey Odoms explained this was the third amendment to the Surtax ILA agreement between the town and the MPO, which would allow the town to remain eligible for future projects and grants.

ACTION: Mayor Jacobs instructed the Town Clerk to add the item to the Consent Agenda for a vote.

8.8 Review and Update of EMS Service Fee Schedules - Town Manager Lynch

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; AMENDING THE EMERGENCY MEDICAL TRANSPORT SERVICES FEE WITHIN THE TOWN; ESTABLISHING AN EMERGENCY MEDICAL TRANSPORT SERVICES FEE OF $1,200 FOR BASIC LIFE SUPPORT ("BLS"), ADVANCED LIFE SUPPORT LEVEL 1 ("ALS1") AND ADVANCED LIFE SUPPORT LEVEL 2 ("ALS2") TRANSPORT SERVICES; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Lynch proposed increasing the emergency medical transport service fee to $1,200 for basic life support, advanced life support, and advanced life support 2 transport services. He explained that while this was higher than the actual reimbursement from some insurance providers, setting the fee at the higher end would enable the town to capture the maximum possible reimbursement from those providers willing to pay more. He clarified that the town does not back-bill residents or the uninsured if their insurance pays less than the full amount.

ACTION: Mayor Jacobs instructed the Town Clerk to add the item to the Consent Agenda for a vote.

8.9 Consideration of Standards for Self-Storage Facilities - Town Planning Consultant Vonder Meulen

File No. 24-Z-04

Request: Self-Storage Code Amendment

ORDINANCE NO: 2025-XXX

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING CHAPTER 28 ENTITLED "ZONING," ARTICLE III, "DISTRICT REGULATIONS," DIVISION 6, "M-1 INDUSTRIAL DISTRICT,' PROVIDING FOR THE REGULATION OF SELF-STORAGE FACILITIES; AMENDING SECTION 28-301 ENTITLED "MINIMUM REQUIREMENTS," PROVIDING A PARKING MINIMUM FOR SELF-STORAGE FACILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Planning Consultant Mike Vonder Meulen presented proposed code amendments regarding self-storage facilities. The amendments would:

- Create definitions for self-storage and truck rental facilities
- Establish a 2-acre minimum lot size for self-storage facilities
- Require a quarter-mile distance separation from other self-storage facilities
- Add regulations for accessory truck rental
- Require additional buffers when facilities abut residential property
- Allow reconstruction of existing facilities without meeting new minimum requirements
- Amend parking requirements to reduce the need for variances

A map was shown indicating existing self-storage facilities with quarter-mile radius markings, and areas zoned M1 that were less than 2 acres in size. Planning Consultant Vonder Meulen noted that the main area where a new facility could go would be in the Seneca area, which was mostly built out already. This ordinance would need to go to the Planning and Zoning Board before coming back to the Commission.

8.10 Consideration and Approval of Proposal from TK Elevator (TKE) for Town Hall Elevator Modernization - Public Services Director Odoms

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH TK ELEVATOR (TKE) FOR THE MODERNIZATION OF THE TOWN HALL ELEVATOR UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT IN THE AMOUNT OF $485,007.64; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Director Jeffrey Odoms requested approval to contract with TK Elevator for modernization of the town hall elevators at a cost of $485,007.64. After discussion, the Commission agreed to set a not-to-exceeding amount of $500,000.

ACTION: Mayor Jacobs instructed the Town Clerk to add the item with a not to exceeding amount of $500,000 to the Consent Agenda for a vote.

8.11 Approval of Minutes - Town Clerk Garcia-Lima
Regular Commission Meeting - May 14, 2025

ACTION: Mayor Jacobs instructed the Town Clerk to add the item to the Consent Agenda for a vote.

8.12 Renewal for Backup system and security - IT Director Pakula

IT Director Pakula requested renewal of the town's backup and security system for three years at a cost of $34,984, or approximately $1,000 per month. He noted that the town has been using Barracuda for years and that specific details were blacked out for security reasons.

ACTION: Mayor Jacobs instructed the Town Clerk to add the item to the Consent Agenda for a vote.

9 DISCUSSION

9.1 Consideration and approval of Ordinance Providing a Cost-of-Living Adjustment (COLA) to Commissioners - Town Manager Lynch

ORDINANCE NO.: 2025-XXX

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE II, DIVISION 2, ENTITLED "COMPENSATION;" AMENDING SEC. 2-21, ENTITLED "TOWN COMMISSION COMPENSATION;" PROVIDING FOR ANNUAL COST OF LIVING ADJUSTMENTS TO THE TOWN COMMISSION'S COMPENSATION IN ACCORDANCE WITH THE CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Lynch introduced the item, noting that the role of commission members had evolved into nearly full-time positions with increasing workloads and responsibilities. He pointed out that commissioners regularly review hundreds of pages of documents for meetings and handle constituent concerns at all hours.

Commissioner Mohammed noted that commissioner pay had not kept pace with inflation, particularly during and after COVID when the index went up dramatically. Commissioner Mohammed suggested setting the base salary at $70,000, similar to neighboring Hollywood, and then adding annual COLA adjustments going forward.

After discussion about compensation in neighboring municipalities and the workload of commissioners, there was consensus to direct the town manager to

prepare an ordinance setting commissioner compensation at $70,000 with an annual COLA adjustment for consideration at the September 10 meeting.

9.2 Discussion and Direction on New Color Palette Process for the Town - Planning Consultant Vonder Meulen
File No.: 25-Z-02
Request: Town Color Palette

Planning Consultant Vonder Meulen presented information on updating the town's color palette, which had been adopted 10 years ago and was primarily shades of beige. He showed a comparison with the City of Hollywood's color palette, which included more pastels and colors.

After discussion, the Commission agreed to adopt Hollywood's color palette and rescind the 2004 color palette for Southwest 30th Avenue.

9.3 Discussion on the Live Local Act - Planning Consultant Vonder Meulen

Planning Consultant Vonder Meulen provided an update on the Live Local Act, which preempts local zoning to allow affordable housing in commercial, planned development, mixed-use, and industrial zoning districts. The 2025 version also allows affordable housing on places of worship property. The act requires administrative approval without public hearings and provides mandatory parking reductions.

The town is required to maintain an inventory of town-owned property available for affordable housing and to hold a public hearing for a resolution adopting that inventory list. Starting in 2026, municipalities must also provide an annual report to the state.

Planning Consultant Vonder Meulen and the Town Attorney will prepare a policy paper acknowledging the Live Local Act and addressing the town's inventory of properties, to be presented at the next commission meeting.

9.4 Consideration and Approval of a Feasibility Study for the Establishment of a Fire Department

Mayor Jacobs proposed conducting an in-house feasibility study to explore options for establishing a town fire department, noting that the town currently pays over $9 million annually for fire services through the Broward County Sheriff's Office. He mentioned ongoing discussions with the City of West Park about potentially collaborating on fire services.

The mayor clarified that this was not criticism of firefighters or deputies but concerned accountability and financial responsibility.

The Town Manager confirmed he was already reviewing the fire contract and would present options to the Commission.

The Commission directed the Town Manager to proceed with the feasibility study.

9.5 Solar Panel Study – Acting Clerk Commissioner Morrissette (ADDED)

Acting Clerk Commissioner Morrissette presented information on solar panel options for the town, particularly focusing on installing solar carports in the town hall parking lot. He explained the multiple benefits:

- Electricity production to offset the town's annual electric bill of $400,000-$500,000
- Shade for vehicles to prevent sun damage
- With battery storage, improved electricity quality and grid stabilization
- Extended life expectancy of roofs if later installed there

He estimated a payback period of 4-5 years and noted that FPL encourages solar installations because they reduce peak demand.

The Commission directed Acting Clerk Commissioner Morrissette to proceed with gathering more specific information and cost estimates.

9.6 Ratification of Emergency AC Repairs – Town Manager Lynch (ADDED)

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING THE TOWN MANAGER'S AUTHORIZATION OF EMERGENCY AIR CONDITIONING REPAIRS COMPLETED BY QUAMEC ON AUGUST 14, 2025, IN THE AMOUNT OF $2,200; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Director Jeffrey Odoms requested ratification of emergency air conditioning repairs completed by Quamec on August 14, 2025, in the amount of $2,200. He noted that a larger project to replace the entire system would be forthcoming as the current system was at the end of its useful life.

ACTION: Mayor Jacob instructed the Town Clerk to add the item to the Consent Agenda for a vote.

9.7 Consideration and approval of purchase of firearms for the Police Department – Chief DeCoursey (ADDED)

RESOLUTION NO.: 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF FIREARMS FROM LOU'S POLICE DISTRIBUTORS IN THE AMOUNT OF $22,790.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Chief DeCoursey requested approval to purchase Glock model 45 (9mm) pistols with red/green dot sights and flashlights for the police department at a cost of $22,790 after a credit of $6,750 for the department's older weapons. He requested approval for up to $25,000 and noted that ARPA funding would be used.

ACTION: Mayor Jacob instructed the Town Clerk to add the item to the Consent Agenda not-to-exceed amount of $25,000, for a vote.

9.8 Motion to approve the recommendation of the Town's Insurance consultant to engage Cigna Healthcare as the Town's Insurance carrier pursuant to Sec. 2-125(C)(4) of the Town's Code of Ordinances (ADDED)

Moved to Deletions or withdrawals and heard as first items.

10 ATTORNEY COMMENTS

The Town Attorney reported that the FAU team conducting redistricting analysis was continuing their work and anticipated having a presentation ready for the Commission by October.

11 TOWN MANAGER COMMENTS

Town Manager Lynch corrected misinformation he had previously provided regarding Osmanny Larzabal, clarifying that Manny had in fact stepped up to serve as temporary Public Works Director during a vacancy. He praised Manny as a valuable member of the Public Works team who works both in the office and in the field.

The Manager announced:

- A press conference on Friday at 9:00 AM regarding the BTR changes the Commission approved last week

- An employee luncheon Friday at noon
- Progress on the Mayor's initiative to subsidize school meals, noting that billing would be monthly as students' participation varies

12 COMMISSIONER COMMENTS

12.1 Commissioner Mohammed mentioned working on AI based procurement and updating town ordinances to remove antiquated provisions.

Acting Clerk Commissioner Morrissette expressed optimism about the administration and the town's direction.

Clerk Commissioner Hodgkins had no comment.

Vice Mayor Kashem had no comment.

Mayor Jacobs had no comment.

13 ANNOUNCEMENTS

13.1 First Budget Public Hearing, Wednesday September 10, 2025, at 6:00 p.m.
Regular Commission Meeting, Wednesday, September 10, 2025, at 7:00 p.m. or shortly after the First Budget Public Hearing has ended.
Special Magistrate Hearing, September 17, 2025, at 9:00 a.m.
Second Budget Public Hearing, Wednesday, September 24, 2025, at 6:00 p.m.
Workshop Commission Meeting, Wednesday, September 24, 2025, at 7:00 p.m. or shortly after the Second Budget Public Hearing has ended.

COMMUNITY EVENTS

Food Drive, Saturday, August 30, 2025, from 9:00 a.m. to 11:00 a.m.

14 ADJOURNMENT

The meeting was adjourned at 9:34pm.

ATTEST:

Cynthia Garcia- Lima, Town Clerk
Commission approved on:

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Agenda Item Report

Subject:	Consideration and Approval of an agreement with Flagler Technologies - Omnia - IT Director Pakula
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Item
Background Information:	This contract is for procurement. The procurement department has been auditing contracts and we are updating the language to reflect the new standards they are implementing. The agreement is being brought forth to reflect the additional items that the Town was being invoiced for.
Staff Recommendations:	
Procurement:	Not to exceed $80,000.00 for licensing and Share point not to exceed 30,000.00 for storage.
Financial Implications:	This is a budgeted item.
Alternatives:	

ATTACHMENTS:

Cooperative contract
Addendum Omnia contract V3 (003)

AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
FLAGLER TECHNOLOGIES LLC

THIS AGREEMENT is entered into on_____, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL ("Town") and Flagler Technologies LLC, a corporation authorized to do business in the State of Florida, with principal office located at 5295 Town Center Road, Suite 201, Boca Raton, FL 33486 ("Contractor"). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the Omnia Partners ("OP") Cooperative Purchasing Program: Contract Number R200803 ("Purchasing Contract") attached hereto as Exhibit A and the Contractor's proposal submitted to the Town (the "Proposal") attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A, Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.

2. Upon execution of this Agreement, all references made to OP, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "Town of Pembroke Park" and "Town of Pembroke Park Town Commission."

3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.

4. Contract Sum and Payments:

   The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

5. **Insurance: In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:**

a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.

b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

d. The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

f. The minimum limits of coverage shall be $1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.

h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.

i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance.

Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

   a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

   b. 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.

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

   d. The Town and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the Town and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Town's and the Contractor's responsibility to indemnify.

   e. Town 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 under the indemnification agreement.

   f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

   Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

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

   b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the 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.

9. Public Records

   A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

   1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

   2. Upon request by Town's records custodian, provide Town with a copy of 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.

   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

   4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been

delivered to Town upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

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

14. Governing law and venue:

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

15. Signatory Authority:

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

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise

accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

TOWN

David Lynch, Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
dlynch@tppfl.gov

With a copy to Town Attorney at the following address:

Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
jhorowitz@gorencherof.com

CONTRACTOR

Dustin Stewart, Director of Managed Services
Flagler Technologies LLC
Telephone No. (423) 902-9057
Dustin.Stewart@flagler.io

Scrutinized Companies:

a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies

with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

20.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONTRACTOR or consultant.

20.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.3"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke

Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida municipal corporation

BY: _____
Geoffrey Jacobs, Mayor

ATTEST:

BY: _____
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

_____

_____
Print name

_____

_____
Print name

FLAGLER TECHNOLOGIES LLC

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF_____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of Flagler Technologies LLC, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of_____, as _____ of Flagler Technologies LLC and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

EXHIBIT A

OMNIA PARTNERS COOPERATIVE PURCHASING PROGRAM

(OMNIA PARTNERS CONTRACT # R200803)

EXHIBIT B

Proposal

Omnia Addendum to Flagler Contract

Parties: Town of Pembroke Park and Flagler Technologies, LLC

Purpose: City purchases under existing government contract per City Purchasing Policy

Base Contract: Omnia Contract #R200803 with Synnex Corporation

KEY MODIFICATIONS TO BASE CONTRACT:
The parties agree to modify the base contract as follows: This is a self-renewing contract. All vendor communications, notices, and invoices shall be directed to the Town of Pembroke Park. Omnia Contract #R200803 is referenced for all Flagler Services/Quotes/Invoices. Flagler's hourly service rate is $175 an hour.

Not to Exceed $80,000.00 for the licensing and $30,000.00 for SharePoint.

Item Description	Unit Price
DUO Access Licensing	$ 6.00
NCE MS 365 G3 (GCC)	$ 37.80
O365 GCC G1	$ 10.00
NCE Planner and Project Plan 3 (Governmental Community Cloud Pricing)	$ 30.00
NCE Visio Online Plan 2 (GCC)	$ 15.75
Power BI Pro for Government	$ 10.00
Power Automate per user with attended RPA plan for Government	$ 15.00
Commvault Backup & Recovery	$ 2.76
Microsoft 365 G3 Government GCC Elite	$ 33.00
NCE Office 365 G1 (GCC)	$ 10.50
Planner and Project Plan 3 (GCC)	$ 29.00
Power Automate	$ 25.88
Visio Online Plan 2	$ 15.00

SharePoint	~$15K per year

Accepted:

By: Town of Pembroke Park

✍ _____

Name: _____

Title: _____

Accepted:

By: Flagler Technologies

✍ _____

Name: _____

Title: _____

Date: _____ **Date:** _____

5295 Town Center Road, Ste. 201 | Boca Raton, FL 33486 | flagler.io | @flaglerio

Agenda Item Report

Subject:	Consideration and approval of updating the agreement with Flagler Technologies - IT Director Pakula
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	To approve item
Background Information:	IT is just updating the agreement to an more updated version to reflect what we are working with them now and in the future. Also incudes emergency services if needed.
Staff Recommendations:	
Procurement:	
Financial Implications:	This is a Budgeted Item.
Alternatives:	

ATTACHMENTS:

TPP - ADDENDUM Managed Services Agreement (004)

Addendum to Managed Services Agreement MSP 6080

Agreement to Provide Managed Services to:
Town of Pembroke Park

Project Name: Town of Pembroke Park_MSP_– 6080

Prepared for:

Mark Pakula
Town of Pembroke Park
Information Technology Director
P: 954-701-4345
mpakula@townofpembrokepark.com

Prepared by:

Dustin Stewart
Flagler Technologies
Director of Managed Services
P: 423-902-9057
Dustin.Stewart@flagler.io

Flagler Technologies
Sales Representative

Ken Wagner
Flagler Technologies
Account Executive
P: 561-229-1603
ken.wagner@flagler.io

Addendum to Managed Services Agreement

This Addendum ("Addendum") is entered into by and between Flagler Technologies, LLC ("Company") and Town of Pembroke Park ("Client"), and is incorporated into and made part of the Managed Services Agreement (the "Agreement"), effective as of October 1, 2025.

1. Purpose

The purpose of this Addendum is to amend the Agreement to include additional services with terms and conditions distinct from those set forth in the original Agreement.

2. Additional Services

Flagler Technologies, LLC agrees to provide the following additional services ("New Services"):

No additional services are being provided. The sole purpose of this addendum to clarify the objectives and expectations outlined in the Service Level Agreement ("SLA").

For a monthly fee of:

Description	Quantity	Unit Price	Total
Not Applicable			
•			
		Monthly Payment	$1,800.00

3. Term and Termination

Service(s) Start Date:	Not Applicable
Service(s) Duration	Not Applicable
Service(s) End Date:	Not Applicable

Beginning on the Effective Date of this agreement, the Client will be billed according to the above-stated payment schedule, for applicable fees. Hardware/software costs, if any, shall be billed monthly. Any amount due to Flagler Technologies, LLC under this Agreement shall be payable in full upon receipt of an invoice, therefore, without withholding, deduction, or offset of any amounts for any purpose.

Any amount not paid within 30 days of the date of each invoice shall be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Client in good faith within 7 days of the receipt of an invoice therefore will be deemed approved and accepted by Client.

4. General Provisions

Except as expressly modified by this Addendum, all terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Addendum and the Agreement, the terms of this Addendum shall control with respect to the New Services.

IN WITNESS HEREOF, the parties hereto have caused this Statement of Work Agreement to be executed by their duly authorized representatives on the dates set forth below. By affixing my signature below, I hereby authorize Flagler Technologies to perform the services detailed in this proposal, and I accept all the terms and conditions governing the delivery of, and payment for, those services.

Accepted:	**Accepted:**
By: Town of Pembroke Park	**By: Flagler Technologies**
✍ _____	✍ _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

Exhibit C – SLA (Service Level Agreement)

Service Level Agreement (SLA)
for *Town of Pembroke Park*
by
Flagler Technologies, LLC

Effective Date: **December 15, 2022**

Document Owner:	Flagler Technologies, LLC

Version

Version	Date	Description	Author
Version 1	September 12, 2022	Service Level Agreement	Elvin Paulette

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
Flagler Technologies	Service Provider		
Town of Pembroke Park	Customer		

Table of Contents

1. Agreement Overview	7
2. Goals & Objectives	7
3. Stakeholders	7
4. Periodic Review	8
5. Service Agreement	8
5.1. Service Scope	8
5.2. Customer Requirements	8
5.3. Service Provider Requirements	9
5.4. Service Assumptions	9
6. Service Management	9
6.1. Service Availability	9
6.2. Service Requests	10
6.3. Service Escalation	11

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between **Flagler Technologies, LLC** and **Town of Pembroke Park** for the provisioning of IT services required to support and sustain **Town of Pembroke Park**.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.
This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to Town of Pembroke Park by Flagler Technologies, LLC.

The **goal** of this Agreement is to obtain mutual agreement for Managed IT services between Flagler Technologies and Town of Pembroke Park

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles, and/or responsibilities.
- Present a clear, concise, and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

IT Service Provider(s): Flagler Technologies, LLC ("Provider")
IT Customer(s): Town of Pembroke Park ("Customer")

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements/approvals as required.

Business Relationship Manager: Ken Wagner (ken.wagner@flagler.io)
Review Period: Yearly
Previous Review Date: N/A
Next Review Date: Upon Completion of Onboarding

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. Service Scope

The following Services are covered by this Agreement:

- Staffed telephone support
- Monitored email support (ticketing system)
- Remote assistance using a Remote Desktop and a Virtual Private Network (VPN) where available
- Monthly system health check
- Patch Management (*Infrastructure items will be patched assuming maintenance agreements and/or warranties are in place and under active entitlement by the respective manufacturer*)

5.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.
- Customers must maintain and have an active, direct support contract with respective software and hardware infrastructure vendors

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service-related incidents.
- Appropriate notification to Customers for all scheduled maintenance.
- Background and Substance Abuse screened service technicians.

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability and support of in-scope services and related components.

In Scope: Laptop/desktop support, mobile application on iOS, server, switch, access point, firewall operating systems. Phone system configuration (third-party support coordination) Internet Service Provider, Microsoft Office 365, Anti-Virus for endpoints (Server and desktop/laptop). Server Backup and file restoration.

Out of Scope: Third Party Services Availability. ISP carriers, Phone Systems, and Office 365 are subject to availability by the respective service provider. Flagler Technologies will open a ticket directly with these providers in the event of a service availability outage and inform the customer of the response and escalate on the customer's behalf. Installation of new hardware or software will be quoted separately

6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Flagler Office Hours: 8:00 A.M. to 6:00 P.M. Monday – Friday. Eastern US Time zone.
- Telephone support: Available 24x7x365.
    - Telephone Number: **(561) 229-1602**
    - Calls received outside of office hours will be answered and a ticket created by the Help Desk. Emergency escalation to On Call Engineers are available for network-down emergencies.
- Email support: Monitored 24x7x365.
    - Email Address for Support: support@flagler.io
    - Emails received outside of office hours will be collected, however, no action can be guaranteed until the next business day.

- Onsite Assistance (Planned): 8:30 A.M. to 5:00 P.M. Monday – Friday. Eastern US Time zone. Emergency, on-site break-fix can be requested and escalated and every reasonable attempt to arrive onsite will be made.

6.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

Case Priority	Response SLA*	Definition
Outage (P0)**	Immediate	• Causes complete inability to conduct business. (ex., No access to servers, internet, and business functions)
Critical (P1)**	Within fifteen (15) minutes	• Impacts the majority of end users company-wide, and either; ○ Causes some inability to conduct business, or significant safety or security risk ○ No workaround available and immediate resolution or workaround is required
High (P2)**	Within one (1) business Hour	• Impacts the some of end users company-wide, and either; ○ Impacts ability to conduct normal business operations without a workaround ○ Critical Case with temporary workaround
Medium (P3)	Within one (1) business day	• Resolution important but not required immediately • End user moves, adds, or changes, include ordering and setup of new and existing computer hardware
Low (P4)	Within two (2) business days	• Minimal business impact • Preventative maintenance • General inquiries (ex., end user training, questions)

***** For this Response SLA to apply, Outage (P0) through High (P2) a call to the service desk is required.***

** Denotes service hours. For P0 through P1 this is an on call Service Desk agent best effort after hours (Normal hours 8-6 EST) twenty-four (24) hours a day, seven (7) days a week (24x7) or eight (10) business hours (8-6) a day, five (5) days a week (8x6) depending on coverage level, and for P2 through P4s this is ten (10) business hours (9-6) a day, five (5) days a week (8x6).*

Remote assistance will be provided in line with the above timescales dependent on the priority of the support request.

Onsite Support SLAs (M-F 8AM - 6PM EST)

Case Priority	Response SLA*	Definition
Outage (P0) Critical (P1) High (P2)	Within two (2) business hours	• Work efforts that can not be facilitated remotely and are time-sensitive
Medium (P3)	Within one (1) business day	• Work efforts that can not be facilitated remotely
Low (P4)	Within two (2) business days	• Work efforts that can not be facilitated remotely and are not time-sensitive

6.3. Service Escalation

Managed Services - Escalation Management

Introduction – This document describes the Escalation Management process during extended or difficult incident management scenarios. Escalation Management brings order, structure, focused management attention, and additional resources to those customer situations which could otherwise result in a high level of customer dissatisfaction and/or damage to Flagler's reputation. These are situations that could lead to significant loss of business to the Customer or Flagler Managed Services, or where significant costs may be incurred by Flagler Technologies to resolve the customer situation.

Escalation Management is closely related to and supports the Incident Management, Request Management, and Problem Management processes. It is an important process that should be treated with equal or greater focus as compared to these other well-defined ITIL processes. Escalation Management can re-prioritize, reassign, and monitor a situation to a satisfactory completion. There are two types of escalation.

A. **Functional Escalation** – primarily associated with Incident Management. Functional escalation occurs whenever an incident is escalated from one support level to another. This escalation will take place whenever a technical resource is unable to resolve an incident without additional support, or within the specified Target Time to Resolution (TTR). Functional escalation criteria are established in the Incident Management process.

B. **Hierarchical or Escalation Management** is used to ensure attention for notification or to take any necessary action. Escalation management follows an established process based on criteria established in this document. The Escalation Management process may be applied to Request Management, Incident Management, or Problem Management.

Escalation Management Process

A. **Escalation Management** may be invoked due to any of the following:

a. Customer request – VERBAL OR WRITTEN REQUEST TO "**DUTY MANAGER**" at any time.
b. Functional escalation outside of the on-staff technical team
c. Any level of functional support is unable to meet established TTR (1st level)
d. An incident exceeds the expected TTR by more than 25% (1st level escalation)
e. An incident exceeds the expected TTR by more than 50% (2nd level escalation)

B. **Escalation Levels**

a. 1st Level – Escalation Manager (immediate supervisor "**DUTY MANAGER**")
   i. Logs escalation and links logs to the incident or problem record
   ii. Conducts a detailed internal situation appraisal
   iii. Identifies additional resources or research required
   iv. Works with the technical team to develop an action plan and new TTR
   v. Contacts customer to verify communications plan and explain steps being taken
   vi. Establishes the next steps in the escalation management plan
   vii. Manages incident and communications plan until transferred or resolved

b. 2nd Level - Director or CTO
   i. Invoked when requested by 1st level manager, customer, or when TTR is exceeded by more than 50%.
   ii. Reviews the current action plan assessing risk to the customer and Flagler.
   iii. Determine if a new action plan is required or if additional resources are needed based on situational assessment
   iv. Secures necessary resources
   v. Updates communication plan to ensure proper updates are being published (Hourly, On-Demand, Milestone based)

c. 3rd Level Senior Management or Ownership
   i. Invoked when requested by the customer, Director/CTO, or where TTR is unknown or considered unacceptable
   ii. Determines if communications with the customer senior team are appropriate
   iii. Determines if escalation to vendor support senior team is required
   iv. Determines if other Flagler senior-level persons are required (Legal, Financial, etc)
   v. Leads senior-level discussions and meetings
   vi. Monitors ongoing response plan

C. **Resolution**

a. Verify customer satisfaction
b. Monitor the situation for the agreed period
c. The escalation team remains available during the monitoring period
d. Escalation closed by escalation manager
e. Establish a post-resolution review with the full team
    i. Ensure all remaining tasks are complete
    ii. Ensure resolution is permanent or plans are in place to complete
    iii. Discuss lessons learned
    iv. Determine if Root Cause Analysis is appropriate
f. Conduct Root Cause Analysis (if determined by post-incident review internally or by software function failure or service availability failure). In some situations, due to service provider, ISP, or SaaS application outage, the root cause can be determined solely by Flagler Technologies, LLC. Flagler will request root cause failure from the respective service or provider.

Agenda Item Report

Subject:	Motion to Approve to amend Agreement with RG Underground for SW 30th Street Forcemain Project - Public Works Director Odoms
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	The scope of work that was a part of the original signed contract was not the scope of work that was approved to be done with this project. An amendment to the agreement that describe the actual work that was done needs to be approved by Commission.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

09630.14-CA#2 Gravity Sewer & Pump Sations_Fully Executed 6.16.2023
09630.14 CA 4 - SW 30th St Sanitary - Pembroke Park 8.27.2025

KEITH
Engineering Inspired Design.

CONTRACT ADDENDUM

~~May 12, 2023~~
~~May 30, 2023~~
May 31, 2023

JC Jimenez
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Phone: (954) 466 – 4600
E-mail: JCJimenez@tppfl.gov

Project Name: SW 30th Street Sanitary Sewer Force Main Replacement
Project Location: SW 30th Street from SW 32nd Avenue to SW 48th Avenue Pembroke Park, FL, 33023
KEITH Project Number: 09630.14
Contract Addendum: 02
Project Manager: Carlos Morales

PROJECT UNDERSTANDING

The TOWN has requested the CONSULTANT (KEITH) change the project design from 6-inch direct buried/open trench sanitary sewer force main to a new gravity, force main and two (2) pump stations per Craig A Smith & Associates (CAS) Wastewater Master Plan recommendation.

The project site location is along SW 30th Street from SW 33rd Avenue to SW 46th Avenue, within the boundaries of the Town of Pembroke Park and City of West Park.

The professional additional services provided by KEITH will include the following: Topographic Survey, Subsurface Utility Engineering (SUE), and Civil Engineering Services.

Pursuant to conversations with Craig A Smith & Associates (CAS) and their Wastewater Master Plan recommendations the project will consist of the design of approximately 4,000 LF of 8-inch gravity sewer main, 2,000 LF of sanitary sewer force main and two (2) public Pump Stations. The existing 6-inch Sanitary Sewer ACP force main will be capped, grouted and abandoned in place.

It is anticipated that the new Pump Station locations will be within the available easement boundaries of the Town's Pump Stations 12 & 15. If additional easements are required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

All the existing pump stations that currently connect to the existing 6-inch ACP force main will be reconnected to the new proposed gravity main and disconnected/abandoned in place.

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Project Areas – Site Map



Pump Station 15 Location Aerial



Pump Station 12 Location Aerial



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DESCRIPTION OF ADDITIONAL SERVICES

MEETINGS AND COORDINATION

Task 002 Additional Team Meetings and Meetings with Government Agencies / Permit Authorities

KEITH will coordinate, prepare for and attend meetings with Government Agencies, including project orientation meetings, review with County Planning, Zoning, Fire Marshall, Engineering, and Utility representatives, and coordinate with applicable State and Local Agencies required for site plan submittals. KEITH will attend necessary pre-application meetings, staff meeting, and public hearings as directed by the CLIENT. It is anticipated that the CLIENT will have a Land Use Attorney assist in processing of the Site Plan and Variances.

KEITH will prepare for and attend all team meetings on an as needed basis for the duration of the project. KEITH will be represented at reoccurring team meetings by the project manager and when necessary, any team experts for specific disciplines.

For all applicable meetings KEITH will provide meeting minutes for the use of capturing discussion items, setting action items as well as follow-up. Unless directed otherwise by the CLIENT these meeting minutes will only serve to capture the items directly responsible to the KEITH team and the interaction with agencies and/or the CLIENT.

SURVEY SERVICES

Task 103 Additional Topographic Survey

KEITH will expand the initial Topographic Survey to the connection points of the project (approx. 1800' linear feet of roadway). Survey will show the boundary lines, as obtained from the Broward County GIS file, together with surface improvements such as roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. from the apparent Right of Way to apparent Right of Way. Trees will be noted by common name and trunk diameter. Storm and Sanitary structures will be noted with the pipe invert elevation, diameter, material, and direction. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations will be shown at an interval of approximately 50 feet, including intermediate changes in grade.





Task 104 Title Search Services (Not Included)

The CLIENT will provide the required Right of Way and easement ownership information.

If requested by the CLIENT, the CONSULTANT will prepare a written Expanded Scope Agreement to obtain Title information through an outside licensed Title search provider.

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Task 103 Sketch & Descriptions Services for Easements (Optional)

When determined to be required, the CONSULTANT shall prepare a sketch and description for the easement of the proposed pump stations.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

KEITH will follow ASCE Standard 38-02 – "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data" during the field and office operations for this project. The quality levels discussed below are defined within the standard. KEITH is to provide professional services associated with designating utilities within the depicted two red highlighted areas to include north on SW 32nd Ave to the northern PT on the north side of Hallandale Beach Boulevard on the attached exhibit and locating up to twenty (10) test holes as requested by the designer. Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Task 205 Additional Horizontal Designation Services

KEITH will horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by CLIENT). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This task does not include identifying gravity systems, service laterals, irrigation, or overhead facilities unless specifically requested by the CLIENT and included in the scope of services.

Task 206 Additional Location Services

KEITH will perform up to ten (10) additional test holes (from the original executed contract(s) under Tasks 201 & 203) at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing depth of cover, type, size, and material if applicable. If test hole locations are required within lanes of traffic of Hallandale Beach Boulevard, additional fees will be required for Maintenance of Traffic.

Subsurface Utility Engineering Conditions and Understandings

CLIENT is required by law to contract Sunshine State One Call of Florida forty-eight (48) hours in advance of any CLIENT excavation. KEITH will not access confined spaces. If confined spaces need to be accessed for locating purposes, then the client will be notified, and further arrangements will be made for said access. Additional fees may be applicable. If additional MOT is required beyond the capability of KEITHS standard MOT operations, KEITH will notify the client. Additional requests outside the scope of services, when requested by client and/or client's representative, will be invoiced on an hourly basis. This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

Task 207 Additional Utility Mapping

KEITH will perform surveying services to collect the surface markings completed in 205 and 206 that mark the underground utilities. Survey of said markings will be based on Real-Time Kinematic (RTK) GPS observations and referenced to the Florida State Plane Coordinate System (NAD83/11) and the

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North American Vertical Datum of 1988 (NAVD88). Survey of Horizontal Designations will be delivered in a geo-referenced (NAD83/11) AutoCAD file. Survey of Location Services (Test Holes) will be delivered in Excel in PNEZD format.

CIVIL ENGINEERING SERVICES

Task 405 Construction Documents for Sanitary Sewer System Modifications

Sanitary Sewer Plans

KEITH will prepare sanitary sewer system plans for the design of a new 8-inch gravity sewer main, two (2) pump stations, and two (2) 3-inch force main lines along SW 30th Street to replace the existing force main.

The design and permitting requirements of the two (2) pump stations are to comply with Town and Broward County Standards. These pump stations are to be located within the easement / property boundaries of the Town's Lift Station No. 15 & No 12.

It is anticipated that all existing utility infrastructure is adequate to provide the required sanitary sewer services to the existing developments. These engineering services do not include the extension/replacement and/or upsizing of any water and/or sanitary sewer services to the surrounding properties. Services associated with designing and permitting any existing and/or proposed new services will be addressed as additional services.

KEITH will include all available existing utility information on the plans. KEITH will not identify the means and methods on how the contractor is to reconnect all existing sanitary sewer services to the new gravity main and/or maintain temporary service throughout construction.

Pavement Marking & Signing Plans

The CONSULTANT will prepare a signing and pavement marking plan for the project that meets the requirements of the regulatory agencies. This plan will include standard details and notes.

Deliverables

1. Construction Documents (30%, 60% and Final Construction Documents) for the above referenced Plans.
2. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets or a separate document for inclusion in the Contract Document Specification book.)

Task 406 Additional Engineering Permitting

KEITH will prepare and submit the permit applications for the construction of these new sanitary sewer improvements and process them through the following regulatory agencies:

Sanitary Sewer System

- Town of Pembroke Park Public Works – Sanitary Sewer / Pump Station.
- Broward County Water & Wastewater Services– Sanitary Sewer / Pump Station.
- Florida Department of Environmental Protection (FDEP) –Sanitary Sewer.

Roadway Restoration / Right-of-Way

- Town of West Park Public Works.
- Town of Pembroke Park Public Works.
- Broward County Traffic Engineering Division (Pavement Markings and Signage)

If additional permits are required, KEITH will process them and the fees for these additional services will be submitted to CLIENT as additional services under a contract addendum if required.

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Deliverables

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.
2. Final Summary of Permits matrix and Permit Book.

CONSTRUCTION / PROJECT MANAGEMENT SERVICES

Task 803 Additional Construction Observation for Engineering Certification
KEITH will provide additional construction engineering services in order to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included are described in the original executed contract(s) (under Tasks 801 & 802) and are anticipated to take **an additional Six (6) months (total of 9 months).**

GEOTECHNICAL EXPLORATION SERVICES (Subconsultant)

Refer to Exhibit A – Pacifica Engineering Sciences (PES) (Sub-Consultant) Geotechnical Exploration Services Scope and Fees.

Task A01 Geotechnical Exploration and Report (Subconsultant)
Based on the requested scope, PACIFICA proposes to perform the following geotechnical field services:

Perform Two (2) Standard Penetration Test (SPT) borings, (one as close as possible as each pump location) to a depth of 25 feet below existing grades.

The SPT borings will be performed with truck-mounted machinery using rotary drilling procedures. Samples of the in-place materials will be recovered with a standard split barrel driven with a 140-pound hammer falling 30 inches (the Standard Penetration Test in accordance with ASTM D1586). After completion of drilling, all boreholes will be grouted, asphalt cold patch applied where needed, and the site generally cleaned, as required.

Underground utility clearance will be required prior to the commencement of the geotechnical field exploration. Therefore, PACIFICA will contact "Sunshine One-Call" Service to obtain underground public utility clearance. PACIFICA understands that private utilities will be marked by others prior to each mobilization.

Deliverables

1. A location plan of the site showing the location of the soil borings.
2. Logs of the exploratory borings, which furnish the results of the SPT sampling.
3. The existence of organic soils or any other soil conditions
4. An estimation of total and differential settlements for the foundations systems for the proposed structures.
5. Site preparation recommendations for the proposed construction.
6. An anticipation of groundwater levels and methods for handling groundwater during construction.
7. Foundation recommendations with allowable bearing capacity
8. Some construction consideration

Task A02 Geotechnical GPR Services (Subconsultant) - Optional
PACIFICA will perform GPR Services.

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MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES (Subconsultant)

Refer to Exhibit B – Quantum Electrical Engineering, Inc (QEE) (Sub-Consultant) Mechanical and Electrical Engineering Services Scope and Fees.

Quantum Electrical Engineering, Inc. (Quantum) is pleased to provide an electrical engineering design services fee proposal for the electrical and control design for the Town of Pembroke Park – New Pump Station 12 and New Pump Station 15. The following items are included in our scope.

Mechanical
Ventilation requirements will be determined based on the Mechanical Florida Building Code. Both stations will be designed in parallel and submitted for permit simultaneously.

Electrical
Complete Electrical design according to National Electrical Code (NEC) and Broward County Standards. Each station will include providing power for new pumps, a Control Panel as per Broward County standards, a Remote Terminal Unit (RTU) with radio and antenna. RTU to be compatible with Town's Master Station. Each location design will include a connection for a portable standby generator along with an Automatic Transfer Switch properly sized to handle station load and to comply with NFPA requirements. Each station will include sensors (ultrasonic and/or radar) connected to RTU. Design will include coordination with FPL to determine service availability (preferably 480-volt, 3 ph.) as well as available fault current to properly specify equipment short circuit rating. Extensive coordination with the manufacturer will be required.

All mechanical and electrical design will comply with Broward County and Town of Pembroke standards.

Task B01 Design Documents Mechanical and Electrical Engineering Design
The design and permitting requirements of the two (2) pump stations are to comply with the Town and Broward County Standards. These pump stations are to be located within the easement / property boundaries of the Town's Lift Station No. 15 & No 12.

Deliverables

1. Quantum will provide 1-set of electronic electrical and control plans and electrical specifications and cost estimates to KEITH for 30%, 60% and 100% reviews, permit documents and bid documents.

Task B02 Construction Administration for Mechanical and Electrical Certification
QEE will provide construction administration services in order to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits.

Task B03 Permitting Assistance
Respond to the regulatory agencies comments.

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SCHEDULE

MEETINGS AND COORDINATION	
Task 002 Team Meetings & Meetings with Gov. Agencies / Permit Authorities	Concurrent
SURVEY SERVICES	
Task 103 Additional Topographic Survey	2 months
Task 104 Title Search (by Title Company – Subconsultant)	Not Included
Task 105 Sketch & Descriptions for Easements – Optional	1 month
SUE SERVICES	
Task 205 Additional Horizontal Designation Services	Concurrently with task 104
Task 206 Additional Location Services	6-8 weeks
Task 207 Additional Mapping Services	Concurrently with task 205 and 206
CIVIL ENGINEERING SERVICES	
Task 405 Construction Documents for Sanitary Sewer System Modifications	2 months
Task 406 Additional Engineering Permitting	4 - 6 months
CONSTRUCTION / PROGRAM MANAGEMENT SERVICES	
Task 803 Additional Construction Observation for Engineering Certification	*Additional* 6 months (9 months Total)
GEOTECHNICAL EXPLORATION SERVICES (PES - Subconsultant)	
Task A01 Geotechnical Exploration and Report (Subconsultant)	1 Month
Task A02 Geotechnical GPR Services (Subconsultant) - Optional	Concurrent w/ Task A01
MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES (QEE - Subconsultant)	
Task B01 Design Documents Mechanical and Electrical Engineering Design (Subconsultant)	2 months
Task B02 Construction Administration for Mechanical & Electrical Certification (Subconsultant)	9 months
Task B03 Permitting Assistance (Subconsultant)	Concurrent with Task 406

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COMPENSATION

MEETINGS AND COORDINATION	
Task 002 Team Meetings & Meetings with Gov. Agencies / Permit Authorities	$3,000 (Hourly/NTE)
SURVEY SERVICES	
Task 103 Additional Topographic Survey	$10,500 (Lump Sum)
Task 104 Title Search (by Title Company – Subconsultant)	Not Included
Task 105 Sketch & Descriptions for Easements (Optional)	*$2,500 (Lump Sum)*
SUE SERVICES	
Task 205 Additional Horizontal Designation Services	$9,000 (Lump Sum)
Task 206 Additional Location Services (5 @ $500 per test hole)	$3,250 (Lump Sum)
Task 207 Additional Utility Mapping	$4,500 (Lump Sum)
CIVIL ENGINEERING SERVICES	
Task 405 Construction Documents for Sanitary Sewer System Modifications	$54,000 (Lump Sum)
Task 406 Additional Engineering Permitting	$20,000 (Lump Sum)
CONSTRUCTION / PROGRAM MANAGEMENT SERVICES	
Task 803 Additional Construction Observation for Engineering Certification	$40,000 (Hourly/NTE)*
GEOTECHNICAL EXPLORATION SERVICES (PES - Subconsultant)	
Task A01 Geotechnical Exploration and Report (Subconsultant)	$5,500 (Lump Sum)
Task A02 Geotechnical GPR Services (Optional)	*$1,200 (Lump Sum)*
MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES (QEE - Subconsultant)	
Task B01 Design Documents Mechanical and Electrical Engineering Design	$26,150 (Lump Sum)
Task B02 Construction Administration for Mechanical and Electrical Certification	$13,000 (Lump Sum)
Task B03 Permitting Assistance	$450 (Lump Sum)
Total Fee	**$189,350 + Reimbursables**
Total Fee with Optional Tasks	**$193,050 + Reimbursables**

The CLIENT is required to execute this Addendum and return it to the CONSULTANT prior to commencement of the additional services described herein. All items, terms, and conditions of the original Agreement (as amended to include the scope defined herein) remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
KEITH

DocuSigned by:
Stephen Williams
2D082E9C699D44C...

Stephen Williams, Sr., PE
Vice President of Civil Engineering
DATED: 6/16/2023

As to CLIENT
Town of Pembroke Park
Signature:
Print Name: Ashira Mohammed
Title: Mayor
DATED: 6/14/2023

KEITH
Engineering Inspired Design.

CONTRACT ADDENDUM

August 27, 2025

Jeff Odoms
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Phone: (954) 966 – 4600
E-mail: TownPlanner@tppfl.gov

Project Name: SW 30th Street Sanitary Sewer Force Main Replacement.
Project Location: SW 30th Street from SW 33rd Avenue to SW 46th Avenue Pembroke Park, FL, 33023
KEITH Project Number: 09630.14
Contract Addendum: #4
Project Manager: Michael Pinzon

PROJECT UNDERSTANDING

The purpose of this contract addendum is to list the history of this project and confirm the latest scope.

The original contract/scope for this project was for the CONSULTANT (KEITH) to replace the existing ACP force main via pipe bursting along SW 30th Street. This proposal was executed on 12-04-2021.

The first contract addendum was for CONSULTANT (KEITH) to perform some due diligence and determine whether it would be more feasible for the Town to update/reconnect the four(4) public stations to the new proposed force main along SW 30th Street or to disconnect them completely and connect them into the BCWWS system also on SW 30th Street. This proposal was executed on 12/22/2022.

The second contract addendum was requested by the Town of Pembroke Park for the CONSULTANT (KEITH) to follow Craig A. Smith & Associates (CAS), master plan recommendation. This included a new gravity main and two (2) pump stations. This proposal was executed on 06/14/2023.

After working towards this scope, the Town requested CONSULTANT (KEITH) review the cost-benefit analysis of this project to determine the feasibility. It was then determined that the project would be a net loss to the Town of Pembroke Park every year.

At that point, the project returned to the original scope of replacing the existing force main along SW 30th Street.

The third contract addendum was requested to pull title and review existing easements as requested during permit review. This proposal was executed on 05/15/2024.

This contract addendum (CA#4) is to clear up the latest intent/scope for this project, which is to reroute a proposed 6” PVC forcemain and reconnect the private pump stations along SW 30th Street.

The CLIENT is required to execute this Addendum and return it to the CONSULTANT prior to commencement of the additional services described herein. All items, terms, and conditions of the original Agreement (as amended to include the scope defined herein) remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT KEITH	As to CLIENT Town of Pembroke Park
_____	Signature:_____
Thomas Donahue, PE	Print Name:_____
Senior Director of Civil Engineering	Title:_____
DATED:_____	DATED:_____

Agenda Item Report

Subject:	Consideration and approval of amending the agreement with TK Elevator - Public Works Director Odoms
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	On September 10, 2025, the Town entered into an agreement with TK Elevator. At this time, the agreement is being amended so that the attached modernization proposal dated August 22, 2025 shall be incorporated into the agreement.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

PEMBROKE PARK AMENDMENT
Pembroke Park - mod costumer paper

AMENDMENT NO. 1

This amendment shall be made part of this Agreement. In the event of conflict with other articles, terms, conditions, or contract documents, this Amendment No. 1 shall be final. In no event shall Contractor be responsible for consequential, indirect, incidental, exemplary, special or liquidated damages.

Amend so that the attached Modernization Proposal dated August 22, 2025 (19 pages) shall be incorporated into this agreement.

Article 4: Amend so payment shall be per the attached Modernization Proposal dated August 22, 2025.

Article 5: Amend so products and completed operations coverage shall be maintained for one (1) year following final acceptance of Contractor's work. Amend so no notice of cancellation will be provided for the Worker's Compensation policy. Amend so no limit will apply on a per project/location aggregate. Amend so the additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Contractor's acts, actions, omissions or neglects and not to the extent caused by the additional insured's own acts, actions, omissions, or neglects or for bare allegations.

Article 6: Amend so Contractor's obligations to indemnify, defend and hold harmless shall be limited to property damage and bodily injury claims only, and then, only to the extent of Contractor's own acts, omissions, or negligence, and shall in no way include for the acts, omissions, or negligence of a party indemnified hereunder, or for bare allegations.

All value added taxes, tariffs, duties, and similar charges imposed upon TK Elevator as of the date of the execution of this Agreement are included in the price of the Agreement. After the date of acceptance of this Agreement and in addition to the Agreement price, Town is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Agreement occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts. In addition to the Agreement price, when the materials and/or components called for in this Agreement are ready to be released into production, TK Elevator will provide Town with a separate change order that includes such value added taxes, tariffs, duties and/or similar charges imposed upon TK Elevator and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed prior to the release into production and fully paid for prior to and as a condition precedent to delivery of the material to the jobsite or providing labor on the project.

TOWN OF PEMBROKE PARK	TK ELEVATOR CORPORATION
MD 10/7/2025	

AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
TK ELEVATOR CORPORATION

THIS AGREEMENT is entered into on September 10, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL ("Town") and TK Elevator Corporation, a corporation authorized to do business in the State of Florida, with principal office located at 2801 S.W. 15th Street, Pompano Beach, FL ("Contractor"). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the Sourcewell ("SW") Cooperative Purchasing Program: Contract Number 050224-TKE ("Purchasing Contract") attached hereto as Exhibit A and the Contractor's proposal submitted to the Town (the "Proposal") attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A, Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.

2. Upon execution of this Agreement, all references made to SW, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "Town of Pembroke Park" and "Town of Pembroke Park Town Commission."

3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.

4. Contract Sum and Payments:

   The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

5. **Insurance: In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:**

a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.

b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

d. The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

f. The minimum limits of coverage shall be $1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.

h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.

i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance.

Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

   a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

   b. 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.

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

   d. The Town and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the Town and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Town's and the Contractor's responsibility to indemnify.

   e. Town 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 under the indemnification agreement.

   f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

   Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

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

   b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the 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.

9. Public Records

   A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

   1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

   2. Upon request by Town's records custodian, provide Town with a copy of 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.

   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

   4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been

delivered to Town upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

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

14. Governing law and venue:

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

15. Signatory Authority:

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

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise

accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

TOWN

Geoffrey Jacobs, Mayor
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
gjacobs@tppfl.gov

With a copy to Town Attorney at the following address:

Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
jhorowitz@gorencherof.com

CONTRACTOR

Eddy Alorda, Branch Manager
TK Elevator Corporation
2801 S.W. 15th Street
Pompano Beach, FL 33069
Telephone No. (561) 301-4179
Eddy.alorda@tkelevator.com

Scrutinized Companies:

a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

20.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONTRACTOR or consultant.

20.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.3"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida municipal corporation

DocuSigned by:
BY: Geoffrey Jacobs
E71F54705D68433...
Geoffrey Jacobs, Mayor

ATTEST:

Signed by:
BY: Cynthia Garcia-Lima
410D92AC7D4A446...
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

DocuSigned by:
BY: Jacob Horowitz
A563A1DDEED5417...
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

_____

_____
Print name

_____

_____
Print name

TK ELEVATOR CORPORATION

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF_____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of TK Elevator Corporation, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of_____, as _____ of TK Elevator Corporation, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid

this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

EXHIBIT A

SOURCEWELL COOPERATIVE PURCHASING PROGRAM

(SOURCEWELL CONTRACT # 050224-TKE)

Docusign Envelope ID: CBDE3442-F2D4-4815-82F7-901BF0C17B3D

Solicitation Number: RFP #050224

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TK Elevator Corporation, 3100 Interstate North Circle, Suite 500, Atlanta, GA 30339 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier's obligation to indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, shall be limited to property damage and bodily injury claims only, and then, only to the extent of Supplier's own acts, omissions or negligence, and shall in no way include for the acts, omissions, or negligence of a party indemnified hereunder, or for bare allegations in the performance of this Contract by the Supplier or its agents or employees. This indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In all cases involving the responsibility of more than one party, each party shall be liable in an amount proportionate to its share of negligence. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event shall any party to this Contract be liable for consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages or penalties.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other in writing of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional reasonable costs incurred by Sourcewell to the extent of Supplier's default and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must

require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

Docusign Envelope ID: CBDE3442-F2D4-4815-82F7-901BF0C17B3D

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

050224-TKE

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 6/29/2024 | 8:48 PM CDT

TK Elevator Corporation

DocuSigned by:
Donna L. Sams
DF61D22042884CF...

By: _____

Marc McCabe

Title: National Account Manager

Date: 6/29/2024 | 7:56 PM EDT

RFP 050224 - Elevators

Vendor Details

Company Name:	TK Elevator Corporation
Does your company conduct business under any other name? If yes, please state:	Thyssenkrupp Elevator
Address:	3100 Interstate N Cir Se Atlanta, GA 30339
Contact:	Marc McCabe
Email:	marc.mccabe@tkelevator.com
Phone:	941-650-1636
HST#:	01-956-3621

Submission Details

Created On:	Friday April 05, 2024 09:27:52
Submitted On:	Thursday May 02, 2024 13:09:48
Submitted By:	Marc McCabe
Email:	marc.mccabe@tkelevator.com
Transaction #:	5e609c01-6f69-4544-941c-b6b128b0ef96
Submitter's IP Address:	72.185.97.179

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	TK Elevator Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	TK Elevator Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Proposer Physical Address:	3100 Interstate North Circle Suite 500 Atlanta, GA 30339	*
6	Proposer website address (or addresses):	https://www.tkelevator.com/us-en/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	MARC MCCABE National Account Manager Government contracts 941-650-1636	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	MARC MCCABE National Account Manager Government contracts marc.mccabe@tkelevator.com 941-650-1636	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MARSHAY FREEMAN National Accounts Coordinator, National Accounts quo-vadis.freeman@tkelevator.com 678-680-5156 ext.10770	

Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response	

10	Provide a detailed description of the products, and services that you are offering in your proposal.	our on-site 24/7 dispatch center, monitors elevator telephones, dispatches service calls and answers phone calls for of offices acrossPa the U.S. and Canada. SoundNet serves TK Elevator and its affiliates 365 days a year. Manufacturing: TK Elevator manufacture Hydraulic, traction, dumbwaiters and escalator vertical transportation. New Installation: tractions, hydraulic, mrl ,escaltors moving walks ect/.. Modernizations: TK Elevator is fully capable to modernize all types of vertical transportation. SoundNet, our on-site 24/7 dispatch center, monitors elevator telephones, dispatches service calls and answers phone calls for of offices across the U.S. and Canada. SoundNet serves ThyssenKrupp Elevator and its affiliates 365 days a year. Manufacturing: thyssenkrupp Elevator manufacture Hydraulic, traction, dumbwaiters and escalator vertical transportation. New Installation: tractions, hydraulic, mrl escaltoprs moving wsalks ect/.. Modernizations: thyssenkrupp Elevator is fully capable to modernize all types of vertical transportation. Parts and Supplies: Our local offices have immediate access to normal wear & tear components and 24/7 turnaround on many non-stock items. Additionally, (ITS) International Technical Services in Dallas, TX provides direct board and drive repair /exchange capabilities. Having this "internal component" is both unique in our industry and critical to maintaining a high level of equipment availability. Service: TK Elevator provides local and national service for all vertical transportation systems Consulting: Site Audits for contract compliance and Capital Planning.	*
11	What levels of service (material only, turnkey, other) are being proposed?	• TK Elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance • Bronze - Oil and Grease only • Gold - full coverage maintenance agreement - no overtime • Platinum - full coverage maintenance agreement - member is only responsible for the premium portion of the overtime billing • Platinum Premier - full coverage maintenance agreement - full overtime contract ***Please see attachment with Service Level Explanations***	*
12	Does the response include installation services?	Yes, Installation services are encompassed under this contract when the Sourcewell contract is presented as it is being used prior to the formulation of the proposal	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.		
14	How does the Participating Entity select an installer?	TK Elevator employs their own internal installers who must adhere to the highest-level standards and expectations	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	TK Elevator employes must go through a lengthy union apprenticeship program, continued education, technical training and continuous safety training to maintain their certificate as a mechanic and retain employment. TK is considered a preferred employer in the elevator industry and hires the best talent available.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Each New Install agreement is formulated per site as each site has different needs and must be formulated based on the site specifics. The agreement that is formulated complies with the T&C's of the Sourcewell agreement.	*
17	Describe your service programs and how your company works with agencies in providing service contracts.	TK Elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance • Bronze - Oil and Grease only • Gold - full coverage maintenance agreement - no overtime • Platinum - full coverage maintenance agreement - member is only responsible for the premium portion of the overtime billing • Platinum Premier - full coverage maintenance agreement - full overtime contract The below represents the process of providing a service contract. These are the typical steps in the formulation of the service contract but may not be limited to these steps. - initial meeting and dialogue with member regarding the needs of the member and key contract requirements. the initial meeting will include transitional planning to ensure a seamless service transition. - identification of portfolio equipment and points of contacts at site(s) -consultative surveys / site visits to provide a consultative approach to the equipment -proposal formulation & execution -transitional plan implementation -ongoing communication and meeting cadence to ensure successful contract implementation	

18	Describe how service calls are escalated in emergency situations, including response time.	emergency service calls / entrapments are given the highest priority. an entrapment is immediately dispatched to the on-call supervisor and GPS positioning identifies the closest mechanic to be dispatched to allow the best response time solution. typically response times are 30 minutes or less during regular business hours and 60 minutes or less during overtime hours for metropolitan areas. Response times can vary based on geographical location and exigent circumstances such as but not limited to - traffic, weather, and other unseem circumstances.
19	Discuss the breadth of your parts inventory and the ability that your service and/or maintenance team will have the necessary replacement parts readily available.	Parts and Supplies: Our local offices have immediate access to normal wear & tear components and 24/7 turnaround on many non-stock items. Additionally, (ITS) International Technical Services in Dallas, TX provides direct board and drive repair /exchange capabilities. Having this "internal component" is both unique in our industry and critical to maintaining a high level of equipment availability. Our ITS facility (research & development) offers the latest in diagnostic tools, troubleshooting support, PC board repair and technical training computer boards can be on site in less than 24 hours. In addition to servicing TK elevators, our ITS-trained technicians are knowledgeable on a variety of manufacturers' units, including Otis, Schindler, KONE, Westinghouse, Montgomery, Haughton, U.S. Elevator and many others. In fact, over one third of the elevators serviced by TK are manufactured by our competitors. Each branch has, in addition to technicians, mechanics and helpers, an adjuster that can troubleshoot all issues that are complex or of great detail is on site at each of the over 135 branches across the Unites States. The average tenure of our mechanics is 12.5 years. The majority of our mechanics have been in the field between 15 and 20 years. Most replacement parts are stored at the branch or in our technicians' trucks. If the repair is a larger part TK usually has a turnaround time of 72 hours to get the replacement part depending on the issue.
20	Describe your experience and process in regards to Modernization.	TK Elevator is fully capable to modernize all types of vertical transportation. We take a consultative approach to all modernizations allowing a site-specific scope to be formulated taking into consideration any components that could be retained as cost saving possibilities. Modernizations are conducted in-house with our teams of trained mechanics.

Table 2B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
21	Elevators	(•) Yes ( ) No	All models and manufacturers
22	Escalators	(•) Yes ( ) No	All models and manufacturers
23	Moving Walkways	(•) Yes ( ) No	All models and manufacturers
24	Food and Material Lifts	(•) Yes ( ) No	All models and manufacturers
25	ADA-Compliant wheelchair lifts	(•) Yes ( ) No	All models and manufacturers
26	Service, Modernization, preventive maintenance, repair, upgrades, inspection, installation, and warranty services	(•) Yes ( ) No	All models and manufacturers

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Maintenance - Is a not to exceed matrix based on union labor rates by location across North America and at a 20% reduction of our nationally posted maintenance billing rates. *** See Attached NTE Billable rates Pricing document**** Modernization - 5% below list pricing Discounts are available in advance of pricing requests for members who have identified as Sourcewell Members. TK Elevator's large customer base with Sourcewell allows for deeper discounting and pricing considerations and this pricing provided is below pricing that is typically offered to other GPOs and cooperative procurement organizations or State Purchasing departments.

Table 4: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing attachment is a Not to Exceed Pricing Schedule ***See Pricing Schedule*** • Sourcewell Billing Rates 2024 RFP #050224 - Elevators • Sourcewell Not to Exceed Pricing 2024 RFP #050224 - Elevators	*
29	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	New INSTALLATION RECEIVES A 5% DISCOUNT ON LIST PRICE Discounts are available in advance of pricing requests for members who have identified as Sourcewell Members.	
30	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	20% MINUMUM discounted maintenance billing rates 5% discount off of list price for Modernization and new installation Discounts are available in advance of pricing requests for members who have identified as Sourcewell Members.	*
31	Describe any quantity or volume discounts or rebate programs that you offer.	volume discounts on service / maintenance are based on the existing number of units that currently under the Sourcewell umbrella agreement. see below table 100-200 - 2% 201-400 - 4% 401-600 - 6 % 601 - 1600 - 7% 1601 - 2600 - 7.5% = existing unit count level 2600+ - 8% -	*
32	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	the pricing model established has provided very competitive do not exceed pricing as well as a a greatly discounted maintenance labor rate minimum (labor rates can be additionally discounted where applicable and able). Material price quotes shall be supplied as required.	*
33	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A	*
34	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
35	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery would be similar to the Continental United States	*
36	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
37	Describe your payment terms and accepted payment methods.	• Service: Typically, we will bill monthly or quarterly in advance. Payment is expected NET 30. • Repair: 50% upon award, 50% upon completion of the work. • Construction: Progressively in line with percentage of completion. 10% retainage. • However, with advanced notice we can accommodate most any billing and collection terms • Our local branch will send invoices to the location/member • National Accounts also has a consolidated billing option as well as a Web-Billing department. No fees are associated with any of these options.	*
38	Describe any leasing or financing options available for use by educational or governmental entities.	No, we do not provide leasing or financing options currently..	*
39	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Maintenance contracts shall utilize the Sourcewell Template maintenance contract - see attached - this contract can be revised through the ongoing negotiation with the member to best suit their needs	*
40	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	• Our local branch will send invoices to the location/member •National Accounts also has a consolidated billing option as well as a Web-Billing department. No fees are associated with any of these options. •Credit Card Payments are acceptable as well with a 3% fee	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *	
41	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A singular point of contact in the National Accounts Department has been established to coordinate with the local branches to ensure that pricing meets the requirements of the master agreement. Should the member request an additional audit, the request would be made through that point of contact to verify in document compliance from the local branch. All contract before submission are review by National Accounts and our Vice Presidents of contract along with our account receivable department to ensure pricing is contract compliant and that the proper reporting will be made to Sourcewell. invoices will comply with the member needs regarding identification, scope of work, billing requirement, PO #, contracted pricing verification, etc.	*
42	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	o Proposed vs Award o Growth by Number of units o Growth by number of customers o Client satisfaction surveys (Net promoter scores) -	*
43	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	3% of the maintenance revenue received.	*

Table 7: Company Information and Financial Strength

Line Item	Question	Response *	

44	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	To us, Compliance is a central component of good corporate governance. It means much more than just obeying rules and regulations. It is a question of mindset. It concerns every one of us at TK Elevator, every day, everywhere. Values such as reliability, honesty, credibility, and integrity are not empty words to us, but permeate our corporate DNA. This is the standard we apply when developing our strategic compliance measures, creating a value culture which must be jointly supported and consistently lived by all employees – and in particular our managers. A written code of values provides the basis for our decisions. At TK Elevator this value culture is embedded in our Code of Conduct. The Executive Board has clearly stated its commitment for those values, rejecting compliance violations of all kinds. This unequivocal commitment is supported by various policies and regulations. TK Elevator stands for fair and straight business What's important to us is that our corporate philosophy is lived at all levels of the TK Elevator group in the interests of "good corporate governance." We strive to ensure that there are no systemic weaknesses and deficits, in the area of Compliance or anywhere else. At the same time we want to support entrepreneurial courage within a clearly defined framework. While it is part of our philosophy to take calculable entrepreneurial risks and make and accept mistakes, we will not take risks with Compliance. Deliberate violations of the law and internal rules are unacceptable both legally and in our understanding of Compliance. So we have three rules: We investigate all reports of legal violations and clarify the facts. Any violations identified are stopped immediately. All violations identified are systematically and appropriately sanctioned on the basis of a zero-tolerance policy. People make mistakes. If an employee who has unintentionally violated the law admits his mistake and seriously tries to make amends, he deserves a second chance – the circumstances of the concrete individual case permitting. This too is a question of value culture and fairness in our dealings with each other. TK Elevator stands for fair and straight business – this is the standard we resolutely pursue. We would rather sacrifice a contract than win it by breaking the rules.	*
45	What are your company's expectations in the event of an award?	Our expectation as an existing provider is to continue to grow both Sourcewell and our portfolios in providing unsurpassed services to our customers	*
46	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	In its third full year of independence, TK Elevator achieved major strategic progress in repositioning for profitable future growth whilst simultaneously improving its operating performance significantly. In a continuously challenging environment with high inflation and increased interest rates, the company substantially improved key financial performance indicators in the 2022/23 financial year ending September 30, further adding to the significant progress realized since the carve-out in 2020. Order intake increased to €9.2 billion, FX adjusted year-on-year up by 2 percent. Sales rose to €8.9 billion, FX adjusted up by 6 percent, driven by double-digit growth in Modernization, high single-digit growth in Service and New Installation sales up low single digits. Despite negative FX effects and high inflation, the Adj. EBITDA increased to €1.3 billion, a year-on-year increase of 14 percent or more than €150 million and an increase of 24 percent or more than €250 million since the carve-out in the 2019/20 financial year. The group improved its Adj. EBITDA margin by more than one percentage point to a new high of 14.6 percent and continued to generate positive Free Cash Flow.	*
47	What is your US market share for the solutions that you are proposing?	US Market Share : 38%	*
48	What is your Canadian market share for the solutions that you are proposing?	Canadian Market Share : 40%	*
49	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Lawsuits do occur and exist; however, TKEC has adequate risk management, legal and insurance safeguards in place to protect itself and its customers when required. TK Elevator has not been involved in bankruptcy or reorganization. Notwithstanding, TKM Elevator Corporation is a $3.8 billion company.	*

50	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	TK Elevator does not have a dealer network; all products and services are performed and manufactured by TKE Our network of employees across the US is states are individual employees and Union employees. Sales and distribution are performed by location	*
51	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	In the past 10 years TK Elevator has not had any suspensions or debarments.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
52	Describe any relevant industry awards or recognition that your company has received in the past five years.	TK Elevator has been included in the prestigious ‘A’ list by CDP for the fourth time in a row, recognizing its leadership role in corporate transparency and performance on climate change. The company also re-confirmed its Gold Medal in EcoVadis’ sustainability rating, now ranking in the top 2% of all assessed companies. TK Elevator has been included again in Sustainalytics’ 2024 Top-Rated ESG Companies List for the third year in a row. These top ratings honor TK Elevator’s continuous efforts to combat climate change and drive sustainable action.	*
53	What percentage of your sales are to the governmental sector in the past three years?	We currently maintain a Federal Service Supply contract for the next 20 years and have for the last 20 years. Approximately 23% of our maintenance is with federal. state, local and city government	*
54	What percentage of your sales are to the education sector in the past three years?	Education: 15%	*
55	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TK Elevator does business with multiple cooperative purchasing companies such as, Omnia, Vizient, Premier, Equalis and HealthTrust. There are over 40,000 units attached to these cooperative organizations both government and commercial that TK elevator maintains. The release of any other customers’ information without their approval is against TK Elevator policy.	*
56	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - FSS 9M+ GSA - PBS 9M+	*

Table 9: Top Five Government or Education Customers

Line Item 57. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various states	Government	Georgia - GA	Vertical Transportation / Maintenance	100+locations	Approximately 669k-Annually	*
Various states	Government	Georgia - GA	Vertical Transportation / Maintenance	148 locations	Approximately 3.2m-Annually	*
University	Education	Florida - FL	Vertical Transportation / Maintenance	138 units	Approximately 1m-Annually	*
University	Education	North Carolina - NC	Vertical Transportation / Maintenance	357 units	Approximately 1.3m-Annually	*
University	Education	Colorado - CO	Vertical Transportation / Maintenance	167 units	Approximately 313 k-Annually	*

Table 10: References/Testimonials

Line Item 58. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The release of any other customers information without their approval is against TKE policy.	The release of any other customers information without their approval is against TKE policy.	The release of any other customers information without their approval is against TKE policy.	*
The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	*
The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	*

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

59	Sales force.	TK Elevator's North American Division is separated into three regions, consisting over 6,000 employees working directly at our branch and regional offices. . Our local customer service is supported by our call center, TK Communications which is operational 24/7 if the local branch is not available. Total number and location of sales persons employed by Supplier. • Pacific Northwest - 52 • California - 59 • Southwest - 47 • Midwest - 73 • Central US - 52 • South - 50 • Southeast - 53 • Florida - 56 • Mid-Atlantic - 48 • Northeast - 53 • TOTAL - 546 Sales employees In additional Our TK sales teams a dedicated National account department and dedicated support resources to include a National Account dedicated account manager assigned to Sourcewell that trains local offices and sales reps on the utilization of Sourcewell and sourcewell program implementation .	*
60	Service force.	With 25,000+ technicians operating from 1,000+ locations in 100+ countries, whenever you need us we've got you covered. And in case of emergency, our Service24 Centers are available around the clock to help keep business moving safely and efficiently.1.5mn+ Units under maintenance. 30%+ Third party equipment service 2mn+ Spare parts distributed p.a.	*
61	Dealer network or other distribution methods.	Services are scheduled and provided at a local branch level. Distribution of products will be managed at the local level, we have branches/locations in North America	*
62	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	TKE elevator has the size and resources to fully support the members and their vertical transportation needs TK elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth.	*
63	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	N/A	

64	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We provide Regular and Routine Maintenance 24/7 365. All maintenance programs are code compliant and if needed adjusted to meet our member needs. You can always count on our: • 2,600 highly-trained service technicians, experts in TKE and third-party (OEM) equipment • 24/7 emergency service availability from technicians who are always nearby • 24/7 TKE call center, standing by to quickly take your call • Customer Portal, an online tool for managing your elevator account and placing service requests • Global network of engineers and experts, International Technical Services • Advanced diagnostic tools for communicating with TKE and third-party equipment • Predictive maintenance solution, MAX, which dramatically improves elevator uptime using Internet of Things (IoT) technology • Dedicated account managers, your point of contact for account-related issue • Capital planning services to help you budget for future expenses For an emergency such as an entrapment our goal is to get respond in 30 minutes or less, however due to locations outside of our control including but not limited to traffic, environment, location and access. hour during normal business hours, if not sooner. For an entrapment after normal business hours, we would strive for onsite response in less than 2 hours. For non-emergencies service requests during normal business hours, we should meet same day response. For non-emergency service requests after normal business hours, we will strive to provide response by the following business day.	*
65	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	TK elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth. TK Elevator utilizes GPS within our Technician's mobile devices so that we can route the closest technician to service calls in effort to reduce downtime. We continually look for ways to better serve and communicate with our customers. As we find more ways to improve our service through mobile technology ThyssenKrupp Elevator is always communicating these new enhancements to our customers.	*
66	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	TK elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth.	*
67	Does Proposer intend to serve nonprofit agencies if awarded a contract?	yes	
68	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	TKE is able to service all areas of the US and Canada	*
69	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our services will be available to all participating entities	*
70	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no defined specific contract requirements or restrictions that would apply	*

Table 12: Marketing Plan

Line Item	Question	Response *	
71	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon Award we will schedule online training with all offices and supply them with the new materials to be able to discuss with entity's the Sourcewell program. • We will post on our social media site a link to the Sourcewell website. • Continued participation in trade shows within our industry posting placards stating that we are a supplier for Sourcewell. • Additionally, we will host a conference call with our District VPs to inform them of any changes that might have been made to our existing contract with Sourcewell.	*
72	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	• On our internal website we will post a link to all required documents and forms to sell these services to the membership. • On our social media site we will post a link to the Sourcewell Website • When participating in trade shows within our industry posting placards stating that we are a supplier for Sourcewell • Additionally, local meetings with BOMA and facilities management companies	*
73	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Please refer Question Number 32.TKE, if awarded will send out an information package on any and all new information for Sourcewell to all of our branches. They will receive a copy of the contract and any training material needed. They will also receive the negotiated billing rates and labor rates. An aggressive training schedule will be established between National Accounts and the Regions to educate them on the Sourcewell processes and documentation. Our expectation of Sourcewell s role is promoting TKE and our services through your website and trade shows, also training sessions to the existing portfolio as well as the new membership. As we have experienced in the past as an Sourcewell supplier, we would also expect the continued open line of communication between TKE and our customers.	*
74	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, there are many moving parts that require direct communication between the customer and TKE before services can be provided. Elevators are not a shelf type product, all services and products come directly from TKE and services are performed by TKE Employees.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
75	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Do to the elevator safety code requirement and reliability associated with elevators and escalators our training for the general public is limited to the in car or group panel operational switches. There is no charge for training on the proper usage of these switches for operational control.	*
76	Describe any technological advances that your proposed products or services offer.	TKE has created a destination control by called AGILE. Which moves passengers more efficiently with AGILE — our Destination Dispatch solution that boosts elevator performance, enhances passenger experiences, improves traffic flow and increases security. Leveraging state-of-the-art intelligent dispatching software, AGILE automatically gauges traffic and groups passengers together based on their destination. For passengers, this means fewer stops, less crowding and faster travel times. For building owners and managers, this means higher capacity, improved traffic flow and less wear and tear on their elevators. AGILE – Security Access is a low-cost solution that connects elevators to tenant databases to increase building security. This flexible solution can function independently or integrate with an existing security system to improve the safety of your tenants.	*

77	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a responsible company, we have set ambitious carbon reduction targets. We were able to increase the share of green electricity by 59% during the last year, significantly reduced our Scope 1 and 2 emissions over the last two years, and track progress with our robust environmental management system. As of 2021/22, 80% of our manufacturing centers were ISO 14001-certified and our ISO 50001-certified factories account for 82% of their energy consumption. All our sites collect energy and water consumption as well as waste data on a regular basis. We focus on waste reduction and aim to achieve zero landfill waste in our manufacturing facilities by 2026. We promote recycling waste and the reuse of packaging materials thereby contributing towards a circular economy. Our Innovation and Qualification Center (IQC) in Atlanta (Georgia), U.S., our manufacturing facility in Middleton (Tennessee), U.S., and our offices in Zhongshan (China) are LEED (“Leadership in Energy and Environmental Design”) Gold certified. Our elevator manufacturing site in Zhongshan (China) has been awarded LEED Silver certification. We will use 100% renewable electricity across global operations by 2030	*
78	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellant materials, light reflectant).	At TK Elevator, “product safety” and “quality” go hand in hand. Both are deeply ingrained in our corporate culture. We believe that a rigorous, comprehensive approach to quality and product safety management is crucial for the long-term success of our business. It is one of the prerequisites for customers to be satisfied with and trust the products and services we offer them. It therefore fits that our materiality assessment identified “quality and product safety” as one of the most relevant topic. Product quality is an integral part of our zero-defect philosophy. We believe that every employee’s initiative and dedication are vital for inculcating a zero-defect culture across all our operations. It also has a very clear impact on our sustainability priorities. Consuming more resources to correct issues amplifies our negative impacts on the environment; conversely, increasing our products’ quality extends their lifespans.	
79	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Understanding the environmental footprint of an elevator’s life cycle and being aware of the various ways to recycle components helps us to understand the overall environmental impact of our products, as well as to optimize R&D processes – and ultimately the design of our products. To ensure transparency regarding our products, we publish Environmental Product Declarations (EPDs) and communicate the results of the Life Cycle Assessments to the public. We help our customers meet their sustainability goals and obtain green building certifications, such as LEED and BREEAM. These are designed to enhance living and working conditions in buildings, protect natural resources and raise property values for all stakeholders, while also meeting tough sustainability standards. We offer products and solutions to meet building certification standards. Our experts for sustainable building provide comprehensive consulting services. We have trained more than 200 accredited LEED Green Associates and BREEAM Associate Experts. In all our main markets we have EPDs registered for a wide range of our elevators. The upstream production phase as well as the usage phase have the highest impact on the environmental performance of our products. At the end of our products’ life, steel components are recyclable which can provide a substantial improvement of its environmental impact. Other stages of the life cycle of our products, including transportation, installation and service, play a less significant role in terms of the environmental impact. By maximizing energy and resource efficiency we are significantly reducing the emissions and environmental impact of buildings. Taking the steps to increase sustainability is a top priority in our product development. Part of our product portfolio qualifies for the highest energy efficiency rating (Class A as defined by ISO 25745-2 for elevators, and Class A+++ according to ISO 25745-3 escalators). With our modernization solutions, we reduce the use of materials and energy in buildings	*
80	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	We support communities in cities around the world through volunteering or providing financial aid to selected entrepreneurship projects, as well as by donating to healthcare providers facing challenges as a result of the corona pandemic. Youth unemployment is a global challenge. Around 270 million young people worldwide are currently not being employed, educated, or trained. TK Elevator is committed to supporting young people with challenging backgrounds by helping them becoming employable and independent adults. Since 2017 we have partnered with SOS Children’s Villages to fight youth unemployment. About 600 young people were trained through the support of 200 TK Elevator volunteers. Our employees act as instructors, mentors and also as role models for young people.	*

81	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Here at TK Elevator we say, “we engineer confidence.” We take this statement seriously. Over 10,000 manufacturing, installation, service, repair, sales and management professionals work each day to build, install, maintain, and modernize elevators, escalators, and moving walks safely. From a safety standpoint, you want to hire someone you can trust — a company that specializes in servicing all kinds of elevators, not just the ones they manufacture. Our ITS Americas (International Technical Services) facility offers our mechanics the latest in diagnostic tools, troubleshooting support, PC board repair, and technical training. This support is backed by our field engineers, available 24 hours a day, who are among the most skilled experts in the industry. As the largest producer of elevators in the Americas with over 135 locations, you can be confident that we have the size and resources to support you, whenever and wherever you need us. Our technicians are on the road day and night, never far away from your equipment. When something does go wrong, you want to know someone is there to help. That’s why TK Elevator Communications answers elevator telephones 24 hours a day, 365 days a year. Our highly trained staff currently handles over one million calls a year, is capable of translating up to 135 different languages, and strives to keep response time below ten seconds. Our local team is ready to assist you in making sound decisions about your needs and systems	*
82	How has the integration of advanced technologies, such as IoT, AI, and energy-efficient systems, influenced the development and operation of your elevator solutions?	At TK Elevator, we’re driving the revolution in elevator technologies and services. We’ve re-imagined the elevator, 160 years after its invention, by replacing its ropes with linear motors. In the process, we’ve opened the door to new possibilities – in all directions! We have Created THE WORLD'S FIRST ROPE-FREE ELEVATOR. MULTI harnesses the power of linear motor technology to move multiple cars in a single shaft both vertically and horizontally!	

Table 14A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
83	Do your warranties cover all products, parts, and labor?	Yes, if installed by TKE and if we currently maintain the equipment under a full maintenance contract.	*
84	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	TKE shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement or equipment not under TKE service	*
85	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
86	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, TKE can provide a certified technician in all regions.	*
87	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	TK Elevator will cover warranty service or proposed installed and maintained or under service by TK Elevator.	*
88	What are your proposed exchange and return programs and policies?	No, TKE does not exchange or return parts or equipment.	*
89	Describe any service contract options for the items included in your proposal.	TK elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance. • Bronze • Gold • Platinum • Platinum Premier	*
90	Describe, in detail, your approach to providing both maintenance and repair for your units in service.	TK Elevator approach to providing both maintains and repair to system under service is both proactive and predictive maintenance. Years of identifying failure rates for individual components gives us the ability to adjust reoccurring maintenance of those component or to replace the components before failure. Unfortunately, in some cases a repair will need to be made where a unit is not operating, Because of our information data base we are well stocked with those components / parts locally and nationally to have the unit operational as soon as possible.	
91	How does your elevator dispatch system adapt to different trafic patterns and peak usage time to ensure optimal performance and user satisfaction?	We have a 24/7 dedicated dispatch team .	

Table 148: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
92	Describe any performance standards or guarantees that apply to your services	Please see the attached Sourcewell contract template in regard to the performance standards that are contractually obligated. The MCP that the template is using is an extensive checklist to maintain industry performance standards within industry standards	*
93	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Internally we conduct quality audits on sites as well as accountability regarding routing and missed visits for units under the MCP. operation managers are graded on their performance in providing the contracted services for each unit under their umbrella. Additional quarterly Business reviews are commonly conducted for Sourcewell customers with KPIOs reviewed to determine any areas of concern.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Not to Exceed Pricing & Billing rates TK 050224 - 2024 - 2027.xlsx - Wednesday May 01, 2024 20:41:06
- Financial Strength and Stability - 230427_Press release TK Elevator Sustainability Report.pdf - Thursday May 02, 2024 13:08:46
- Marketing Plan/Samples - TKE Company Brochure.pdf - Thursday May 02, 2024 12:34:50
- WMBE/MBE/SBE or Related Certificates - Minority Owned Spend FY22.pdf - Wednesday May 01, 2024 20:02:50
- Warranty Information - Sourcewell Maintenance Agreement Template - 050224.docx - Wednesday May 01, 2024 20:42:09
- Standard Transaction Document Samples - Sourcewell Maintenance Agreement Template - 050224.docx - Wednesday May 01, 2024 20:42:37
- Requested Exceptions - 2024 RFP_050224_Elevators_Contract_Template RL by DLS 4.19.24.docx - Wednesday May 01, 2024 20:42:46
- Upload Additional Document - EOX Brochure.pdf - Thursday May 02, 2024 12:35:08

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Marc McCabe, National Account Manager , TK Elevator Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 5 Elevators RFP 050224 Wed April 3 2024 02:18 PM	☑	2
Addendum 4 Elevators RFP 050224 Thu March 21 2024 12:01 PM	☑	1
Addendum 3 Elevators RFP 050224 Wed March 20 2024 03:49 PM	☑	1
Addendum 2 Elevators RFP 050224 Tue March 19 2024 02:34 PM	☑	1
Addendum 1 Elevators RFP 050224 Mon March 18 2024 03:33 PM	☑	1

Docusign Envelope ID: CBDE3442-F2D4-4815-82F7-901BF0C17B3D

SOURCEWELL AND
TK ELEVATOR (CANADA) LIMITED
ADOPTION AGREEMENT

This Adoption Agreement is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 U.S.A. ("Sourcewell") and **TK Elevator (Canada) Limited**, 2075 Kennedy Road, Suite 600, Scarborough, ON M1T 3V3 ("TK Canada"), dated as of the last signature below (the "Effective Date") adopts and incorporates by reference all of the terms and conditions of the Master Agreement #050224-TKE between **TK Elevator Corporation** and Sourcewell effective June 29, 2024 (the "Contract").

Sourcewell and **TK Elevator Corporation** are parties to the Contract pursuant to which **TK Elevator Corporation** provides equipment, products, or services to Sourcewell Participating Entities in the United States. **TK Elevator (Canada) Limited** wishes to adopt the Contract for sales in Canada and Sourcewell agrees to such adoption in Canada.

1. **TERM OF ADOPTION AGREEMENT**

The Adoption Agreement is effective upon the date of the final signature below. The Term of the Adoption Agreement will be the same as the term of the Contract. If the Contract terminates for any reason or expires, the Adoption Agreement will terminate or expire at the same time.

2. **ADOPTION OF CONTRACT**

Sourcewell and **TK Elevator (Canada) Limited** enter into this Adoption Agreement, which incorporates by reference the terms and conditions of the Contract and modifies the terms and conditions of the Contract only as provided herein. For purposes of this Adoption Agreement, **TK Elevator (Canada) Limited** will be considered "Supplier" under the Contract.

A. Ratification**.** Except as set forth in this Adoption Agreement, the Agreement is hereby ratified and confirmed and except as modified by this Adoption Agreement, all terms and conditions are hereby incorporated by reference and remain in full force and effect with the same force and effect as if the full text were presented in its entirety.

B. Conflict. In the event of any conflict between the terms of the Contract, any previous amendment(s) and this Adoption Agreement, this Adoption Agreement will control.

3. **PROVISIONS OF THE ADOPTION AGREEMENT**

The following changes to the Contract are applicable to all equipment, products, or services in Canada:

A. All acquisitions made by Sourcewell Participating Entities under the Agreement in Canada

will be delivered and invoiced by **TK Elevator (Canada) Limited**.

B. Customer will be invoiced for the sale of Products and related Services in Canada in Canadian Dollars as follows:

1. Prices will be converted to Canadian Dollars every calendar quarter (Jan-March, April-June, July-Sept, Oct-Dec) and will be valid for that period. Exchange rates will be provided to the Customer according to the average exchange rate between U.S. Dollars and Canadian Dollars over the preceding 90 days as published on www.oanda.com.

2. All taxes for the acquisition of Products and related Services procured in Canada will be assessed in accordance with the applicable Canadian local, provincial, and federal laws and regulations.

C. **Insurance.** Both parties agree that for services in Canada, TK Elevator (Canada) Limited shall provide insurance limits in Canadian dollars.

D. **Government Data Practices.** For service provided in Canada only: Supplier will follow the laws of the territory or province where the project is located.

Except as modified herein, the Contract remains in full force and effect, and the parties hereby ratify the Contract as amended herein and agree to be bound by its terms with respect to the equipment, products, or services in Canada as contemplated by this Adoption Agreement.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

6/10/2025 | 12:17 PM CDT

Date: _____

TK Elevator (Canada) Limited

DocuSigned by:
Christopher Barbeau
B759B4C25C924FC...

By: _____

Printed Name: Christopher Barbeau

Title: Vice President, Sales

6/11/2025 | 7:33 AM MDT

Date: _____

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EXHIBIT B

Proposal

Docusign Envelope ID: CBDE3442-F2D4-4815-82F7-901BF0C17B3D

MODERNIZATION PROPOSAL



MOVE BEYOND

Docusign Envelope ID: CBDE3442-F2D4-4815-82F7-901BF0C17B3D

Modernization Proposal

August 22, 2025

Pembroke Park Town Hall - MOD

Purchaser:	Town of Pembroke Park	Location:	Town of Pembroke Park Town Hall
Address:	3150 SW 52nd Ave, Pembroke Park, FL 33023	Address:	3150 SW 52nd Ave, Pembroke Park, FL 22032

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **$485,007.64** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

The price above does not include any value added taxes, tariffs, duties, and/or similar charges or the financial impacts to TK Elevator caused thereby. The price of this Proposal is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including the imposition of taxes, tariffs, or other charges imposed by applicable governmental authorities and/or TK Elevator being subjected to increased charges by its suppliers, shippers and/or freight forwarders as set forth in the terms and conditions in this Proposal.

Furthermore, all preparatory work by other trades must be completed and elevator equipment shipped by 11-10-2026 and the installation must be completed by 02-02-2027, otherwise, the price is also subject to increase.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

Please note this proposal falls under Sourcewell contract #050224- TKE. This proposal serves to only cover the installation of modernization for the elevator(s) referenced within this agreement and does not include any maintenance or service beyond the scope of work within. Should the purchaser wish to contract TK Elevator to provide maintenance a separate proposal will be provided.

In the event you have any questions regarding the content of this Proposal please contact me at +1 561 3014179

We appreciate your consideration.

Regards,

Aaron Patmor

Aaron Patmor
TK Elevator Corporation
2801 SW 15th St
Pompano Beach, FL 33069
aaron.patmor@tkelevator.com | +1 561 3014179

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Modernization Proposal

SCOPE OF WORK

Building : Pembroke Park Town Hall

Groups Included

Group Name	# of units	Equipment Type
1	1	Hydraulic
2	1	Hydraulic

Group : 1
Equipment Classification: Hydraulic

Group : 2
Equipment Classification: Hydraulic

Description of Work

Car

Item Description	Option	Installed On
Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup	New	Unit(s) 1,2
Car Top Exit Switch	New	Unit(s) 1,2
Crosshead data tag (for existing car slings)	New	Unit(s) 1,2
21" Toe guard	New	Unit(s) 1,2
Car Top Inspection Station (Stand Alone)	New	Unit(s) 1
4" Car Roller Guides (set of 4)	New	Unit(s) 1
Guide shoe mounting plates (set of 4 - only with shoe purchase from tkE)	New	Unit(s) 1,2
Fan: Two Speed	New	Unit(s) 1,2
Cab Wiring Material (200MK1)	New	Unit(s) 2
Slide Guides for 8 - 15 lb rails (set of 4)	New	Unit(s) 2

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Modernization Proposal

Hoistway Equipment

Item Description	Option	Installed On
Hoistway Duct Kit	New	Group(s) 1,2
TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.	New	Unit(s) 1,2
Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)	New	Unit(s) 1
HN Boxes (per each 2 cars, grouped)	New	Unit(s) 1,2
Base Wiring Package for Two-way Communication Code	New	Unit(s) 1,2
Selector and magnets (terminal limits included) Existing Steel Tape to be reused	New	Unit(s) 2

Car Fixtures

Item Description	Option	Installed On
• Applied Panel	New	Unit(s) 1,2
Standard Braille Plates for Car Features	New	Unit(s) 1,2
Main Car Station Includes Options Below	New	Unit(s) 1,2
Emergency Light mounted in COP	New	Unit(s) 1,2
Speaker Pattern for Intercom System/ADA Phone	New	Unit(s) 1,2
Vandal Resistant Floor Buttons	New	Unit(s) 1,2
Two-way Communication Position Indicator	New	Unit(s) 1,2
Locked Service Cabinet	New	Unit(s) 1,2
Handicap Signal (Passing signal)	New	Unit(s) 1,2
2004 and later Fire Service Phase II Features (includes instructions signage)	New	Unit(s) 1,2
No Smoking (Verbiage Engraved on COP with Cast Symbol)	New	Unit(s) 1,2
ADA Phone System integral with COP (Rath)	New	Unit(s) 1,2
#4 Stainless Steel Finish (441)	New	Unit(s) 1,2
Certificate Window	New	Unit(s) 1,2
Standard Key Switch Package • Fan • Light • Independent • Stop • Inspection/Hoistway Enable)	New	Unit(s) 1,2
Car Riding Lantern (Standard) #4 S/S (441)	New	Unit(s) 1,2

Pit Equipment

Item Description	Option	Installed On
Pit Ladder 12" Wide	New	Unit(s) 1,2
Pit Stop Switch	New	Unit(s) 1,2
2" Shutoff Valve Kit (Pit)	New	Unit(s) 1,2
Pit Switches	New	Unit(s) 1,2
Shutoff Valve Kit (Pit)	New	Unit(s) 1,2

Docusign Envelope ID: CBDE3442-F2D4-4815-82F7-901BF0C17B3D

Modernization Proposal

Power Unit

Item Description	Option	Installed On
55 gallon drum of Biodegradable oil (Citgo NZ)	New	Unit(s) 1,2
Overspeed Valve Kit for 2" (less than 150 GPM)	New	Unit(s) 1,2
Isolation Couplings	New	Unit(s) 1,2
5 gallon drum of Biodegradable oil (Citgo NZ)	New	Unit(s) 1,2
2" Shutoff Valve Kit (Pump)	New	Unit(s) 1,2
EP-125 Power Unit (Submersible)	New	Unit(s) 1
EP-80 Power Unit (Submersible)	New	Unit(s) 2

Controller

Item Description	Option	Installed On
MAX Link 2-Line ATA kit	New	Group(s) 1,2
eMax Monitoring Device Provisions	New	Group(s) 1,2
Solid State Starters (6 or 12 leads) 230 VAC	New	Unit(s) 1,2
Viscosity Control (Required over 150 FPM)	New	Unit(s) 1,1,2,2
TAC 32H Controller (Includes Options listed below) • 24 VDC Signal Voltage • Electronic Door Detector Interface	New	Unit(s) 1,2
Fire Service	New	Unit(s) 1,2
User Interface Tool	New	Unit(s) 1,2
Car Riding Lantern	New	Unit(s) 1,2
Position Indicator	New	Unit(s) 1,2
Hoistway Enable/Inspection Operation	New	Unit(s) 1,2
Hoistway Access	New	Unit(s) 1,2

Hall Fixtures

Item Description	Option	Installed On
TAC Serial Boards, Base Charge	New	Group(s) 1,2
Terminal Hall Stations (Flush Mounted) with • Appendix O (Polycarbonate insert flame) • (#4 S/S (441))	New	Group(s) 1,2
Standalone Fire Service Phase I with Plastic Instructions #4 S/S (441)	New	Group(s) 1
2009 & 2010 Elevator Communications Failure add	New	Group(s) 1,2
Serial Boards for Front Risers	New	Group(s) 1,2
Intermediate Hall Stations (Flush Mounted) with • Appendix O (Polycarbonate insert flame) • (#4 S/S (441))	New	Group(s) 1,2
Fire Service Phase I Key Switch and Signage (Plastic)	New	Group(s) 2
Serial Boards for Hoistway Access	New	Unit(s) 1,2
Hoistway Jamb Braille (Pair of Standard) (# of Floors)	New	Unit(s) 1,2
Serial Boards for Hall Lanterns/PI's	New	Unit(s) 1,2
Horizontal Hall Position Indicator (2" Digital) #4 S/S (441)	New	Unit(s) 1,2
Hoistway Access Switch in Hall Stations	New	Unit(s) 1,2

Docusign Envelope ID: CBDE3442-F2D4-4815-82F7-901BF0C17B3D

Modernization Proposal

Car Door Equipment

Item Description	Option	Installed On
3D Cabsafe Components Package (Front)	New	Unit(s) 1,2
Micro Light 3D 2019 (Front)	New	Unit(s) 1,2
Door Operator - GAL MOVFR II	New	Unit(s) 1
LD-16 Plus Door Operator with Complete carside equipment (FRONT) • includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)	New	Unit(s) 2
Standard Clutch (Front) (for existing tkE HD operators or new UDO Drive only with new tkE clutch and pick-ups)	New	Unit(s) 2

Hoistway Door Equipment

Item Description	Option	Installed On
GAL interlocks and closer assembly	New	Unit(s) 1
Door tracks and hangers	New	Unit(s) 1
Hoistway Door Equipment complete (SSSS) Front • includes Tracks & Hangers, Interlocks & Pickups, & Reel Closers	New	Unit(s) 2

Jack

Item Description	Option	Installed On
Packing	New	Unit(s) 1,2

Cab

Item Description	Option	Installed On
Car Door (SSSS, #4 S/S (441))	New	Unit(s) 2

Clarifications to Architectural Plans and Specifications:

1. None at this time

Docusign Envelope ID: CBDE3442-F2D4-4815-82F7-901BF0C17B3D

Modernization Proposal

Work by others:
When an elevator is modernized, the rest of the building needs to be brought up to code as it pertains to the elevator system. TK Elevator proposes to subcontract such work with the following scope of work included in this bid. If the building wishes to contract this work themselves the price for this modernization will be reduced by $113,571.43.

1: Electrical
a. New Main line safety switch with rejection clips and RK5 fuse. (Size of disconnect is based on existing Motor sizes).
b. New cab car light safety switches.
c. Surge protection for elevators.
d. 2-way communication disconnect.
e. Code compliance machine room light fixtures with protective covers.
f. GFI receptacles in machine room.
g. GFI receptacles in each pit.
h. Lowering relay. (Wired in series with shunt trip breaker).
i. New hoist way lights in each pit.
j. Dedicated earth grounds per elevator machine room.
k. Extend existing phone line to new elevator equipment (connections by others).
l. Air conditioner connection.
m. Permit provided with this proposal (please allow 4 weeks after the owner information is submitted for permitting).
n. Price is based on reusing the existing main line feeders. (Based on existing motor sizes).
o. Labels on all disconnects.

2. Machine room mechanical
a. Two (2) 1-ton mini split systems. (Mitsubishi).
b. Two (2) refrigeration line sets.
c. Two (2) drain line connections.
d. Two (2) wall mount condenser stands.
e. Two (2) Line Covers.
f. Permit provided with this proposal.

3. General contracting
a. Two (2) exterior NOA Fire rated machine room door.
b. Two (2) NOA Rated door frame.
c. Two (2) self-closing door hardware.
d. Misc. patching in two (2) elevator hoistways.

4. Fire Alarm
a. Fire alarm recall allowance.
b. Testing, engineering, pre-inspection and elevator inspection for each elevator.
c. Conduit & wire from the existing devise to the new controllers.

Docusign Envelope ID: CBDE3442-F2D4-4815-82F7-901BF0C17B3D

Modernization Proposal

Cab Interiors:
TK Elevator proposes to replace the cab interiors. TK Elevator will subcontract a third-party cab company to work directly with the customer to design the new cab interiors. TK Elevator will then assist with standby for the installation. The allowance provided for the interior design is $12,000 per elevator. If the purchaser decides to not replace the cab interiors this proposal will be reduced by $42,355.44.

Jack and piston assembly

TK Elevator will subcontract the following work for both elevators:

Replace the existing cylinder using a new code compliant jack and piston assembly, new pit equipment and PVC liner (space permitting). Old cylinder, oil and debris will be removed using appropriate containers. Complete cylinder replacement, re pipe disconnected oil line in pit to cylinder, re install pit equipment with new seals, gaskets, and oil for cylinder and put car back in operation for inspection. Remove materials, tools, and supplies and provide general clean up. If the owner decides to not replace the jacks and pistons this proposal will be reduced by $114,683.54

Docusign Envelope ID: CBDE3442-F2D4-4815-82F7-901BF0C17B3D

Modernization Proposal

01 Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times	
Contract execution (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	16 Weeks
Shipping: (Tennessee to local distribution center)	2 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	5 - 7 Weeks

*If equipment is delivered to TKE's staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

02 Payment of Work

55% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilizations (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

20% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Pictures will not be provided. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Purchaser agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of

Modernization Proposal

additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		$485,007.64
Initial progress payment:	(55%)	$266,754.20
Material furnished:	(20%)	$97,001.53
Total of remaining progress payments:	(25%)	$121,251.91

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	$289.00
Mechanic (OT) per hour	$475.00
Team (Standard) per hour	$520.00
Team (OT) per hour	$855.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until 02-02-2027 .

03 Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. The Purchaser agrees to provide us access to the elevator equipment at any reasonable time for the purpose of making good this warranty. Purchaser and/or Owner agree to maintain the confidentiality of the TK Elevator's software that is licensed for the Owner's use. The software will not be copied, modified, distributed, or reverse engineered. The software is licensed to the Purchaser and/or Owner exclusively for the location of installation, and the license will not transfer except as part of a transfer, assumption, or succession of

Modernization Proposal

ownership. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

04 Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

a. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will provide the following services during normal working hours for the units described below:

e. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will also provide Multi-Media Monitoring Services (“MMM”) for the units described below. MMM includes 7 days per week, 24 hours per day dispatching service provided by TK Elevator’s TK Elevator Communications call center for calls placed by Purchaser, or if the units have been turned over for beneficial use or ownership to an end user then to that end user (the “Owner”), to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all units covered by this Proposal that have fully operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center. Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's or Owner’s (as applicable) designated contacts at phone numbers provided by the applicable Purchaser or Owner (the “Designated Contacts”) to TK Elevator in writing and/or a local TK Elevator service technician to be dispatched to the location of the affected unit. Please note that calls cannot be placed to “9-1-1” as the centralized TK Elevator Communications call center does not have dialing access to local “9-1-1” numbers.

Unit Designations	# of Months after Final Acceptance

05 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser’s responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

- Purchaser shall provide the following
  - A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel hoist beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening.
  - A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/ loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
  - Adequate bracing of entrance frames to prevent distortion during wall construction.

Modernization Proposal

- All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/ knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
- TK Elevator is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

B. Electrical and Life Safety:

- Purchaser shall provide a 120V, 1P, 60C power supply in the locations as directed by TK Elevator for the cellular equipment being furnished and installed by TK Elevator for the communication devices within the elevator cab;
- Purchaser shall provide:
  - permanent 3-phase power with suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Permanent 3-phase power supply capable of operating the new elevator equipment under all conditions, no generator power, or manufactured power, will be acceptable;
  - piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
  - any required hoistway / wellway, machine room, pit lighting and/or 110v GFCI service outlets;
  - conduit and wiring for remote panels to the Unit machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
  - a bonded ground wire, properly sized, from the Unit controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
  - installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/ heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the Unit controller;
  - a means to automatically disconnect the main line and the emergency power supply to the unit prior to the application of water in the Unit machine room that shall not be self-resetting;
  - emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated Unit controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
  - the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
  - emergency power operation is included as part of the design of the Unit control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
  - a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the Unit;
  - confirmation that the emergency standby power generator and/or building can accept the power generated to and from the Unit during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

- Purchaser shall provide all work relating to the finished flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
- Hydraulic jack replacement:
  - the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
  - adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;

Modernization Proposal

- Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
- in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
- any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
- engineering, provision and installation of methane barriers or coordination/access;
- access to 2" pressurized water supply within 100'-0" of the jack hole location;
- a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
- any spoils or water testing;

06 Working Hours, Logistics and Mobilization

- All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the Unit hoistway and machine room areas to perform work during normal working hours.
- Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the Unit hoistways or wellways (as applicable).
- Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.
- Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the Unit equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- TK Elevator includes one mobilization to the jobsite. A mobilization fee of $5,000.00 (minimum) per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of Unit packaging material; however, composite cleanup participation is not included in this Proposal.
- The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

Modernization Proposal

- One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

07 Temporary Use, Inspection and Turnover

- Unless required by specification, TK Elevator will not provide for “temporary use” of the Unit(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser’s execution of TK Elevator's standard Temporary Use Agreement. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator's billing rates listed in this proposal or TK Elevator's local service billing rates.
  - Cost for temporary use of a Unit shall be $200.00 per calendar day per hydraulic elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate.
- In the event that a Unit must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis.
  - Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $5,000.00 per Unit in addition to costs for replacement or refurbishment of equipment based on special circumstances.
- These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at the billing rates listed in this proposal or TK Elevator's local service billing rates.
- The Proposal price set forth above includes one (1) inspection per Unit by the applicable authority having jurisdiction and/or third party inspectors where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the entire cost of each re-inspection which shall be $1,500.00 per Unit and a remobilization fee which shall be $5,000.00 per Unit, plus any additional costs that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned feeds will be prorated based on the number of items by each party.
- Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's “Final Acceptance Form“ prior to turnover of each Unit. The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's “Final Acceptance Form” shall not be unreasonably delayed or withheld.
- Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's billing rates as shown in this proposal.
- At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- Purchaser agrees to accept a live demonstration of equipment’s owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.
- Purchaser agrees to accept TK Elevator's standard owner’s manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications. Any additional electronic copies or hard copies required will be subject to an additional charge of $275.00. No program source coding, printed circuit board schematics, diagnostic hardware or codes will be provided.
- Should use of equipment be required prior to substantial completion, the Purchaser agrees to the signing of an interim maintenance agreement as outlined in Section 04. Any repairs, re-balancing, and cleaning as a result of interim use to restore equipment to as new condition will be extra to the Proposal.

Docusign Envelope ID: CBDE3442-F2D4-4815-82F7-901BF0C17B3D

Modernization Proposal

08 MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators by means of installation of a remote-monitoring device or modem (each a “device”). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser’s premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser’s premises.
g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

a. Purchaser authorizes TK Elevator and its employees to access purchaser’s premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser’s premises.
g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

MAX Link

"MAX Link" is a service by which TK Elevator will provide eligible Units, through a MAX Device, a cellular connection as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications." The cost of MAX Link hardware is included in the price of this Proposal. Activation and service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

Multimedia Monitoring Service

Modernization Proposal

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications."

The cost of Multimedia Monitoring service is not included in the price of this Proposal. Continued service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

09 Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
c. TK Elevator is an equal opportunity employer.
d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
e. The pricing set forth in this Agreement does not include any value added taxes, tariffs, duties, or similar charges imposed by governmental authorities or the financial impacts to TK Elevator caused thereby. Contractor is responsible to pay TK Elevator any and all additional amounts for the materials and/or components described in this Agreement above and beyond the pricing set forth in this Agreement for the reasons set forth in any of the following three (3) categories along with profit and overhead: (1) value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities that are in effect when such materials and/or components are ready to ship; (2) additional or increased charges to TK Elevator from any of the material and/or component suppliers after April 2, 2025; and/or (3) additional or increased charges to TK Elevator from its shippers and/or freight forwarders of such materials and/or components after April 2, 2025. In addition to the Agreement price, when the materials and/or components called for in this Agreement are ready to ship, TK Elevator will provide Contractor with a change order(s) covering the additional amounts associated with the reasons set forth in the three (3) categories above along with profit and overhead which must be executed and fully paid for prior to and as a condition precedent to delivery of those materials and/or components to the jobsite or to the provision of any labor on the project.
f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current Proposal price, the amount of the change, and new Proposal value.
i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job,

Modernization Proposal

Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name TK Elevator parties along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator parties for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator parties. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the

Modernization Proposal

United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the United Nations; or (vi) any other national authority binding the parties of this contract.
In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.
If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.
"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the UN Security Council; or(vi) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, Global Affairs Canada and The Department of Treasury Board and Finance, the US State Department and the US Department of the Treasury.

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Modernization Proposal

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Four Hundred Eighty Five Thousand Seven Dollars and Sixty Four Cents ($485,007.64) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

(Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative)
_____	Eddy Alorda
(Print or Type Name)	Branch Manager
_____	
(Print or Type Title)	
_____	_____
(Date of Acceptance)	(Date of Execution)

Agenda Item Report

Subject:	Discussion and possible action on SW 36th Court Drainage Improvements - Public Works Director Odoms
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	**Not to exceed $40,200K-** CAPEX Storm account 401-941002-693200-00-3356 (bal. $900,000)
Alternatives:	

ATTACHMENTS:

Description for the SW 36th Ct.
SW 36th Court Proposal

Storm Drainage Deficiencies

Inadequate Drainage Infrastructure: Based on the hydrologic and hydraulic calculations for this project area, the lack of existing drainage infrastructure is the cause for not meeting the desired performance criteria. Improvements to drainage infrastructure will be needed to address these inadequacies. Recommended Drainage Improvements Capital Improvements: It is KHA's recommendation that most of the existing swales be regraded and that new swales be constructed in flatter areas more susceptible to flooding. The cumulative length of the proposed swales is approximately 600 LF. The swales are to be designed with a minimum width of 4 feet and a minimum depth of 0.5 feet.

KHA recommends the addition of exfiltration trench as well as the addition of catch basins throughout the project area. The overall flow of water is to be facilitated through the proposed main trunk line exfiltration trench system that is fully connected with pipes. These pipes will be connected to the proposed catch basin inlets and connected to the existing system along SW 48th Avenue. The lack of existing stormwater infrastructure and connectivity results in flooding and ponding. Any driveways impacted are to be reconstructed at elevations that match the existing conditions. Concrete aprons on both existing and proposed catch basin inlets are to be renewed or designed to mitigate the surrounding landscaped area's impedance of roadway runoff flow.

October 23, 2025

Ms. Naudia Harty, Project Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

RE: SW 36th COURT DRAINAGE IMPROVEMENTS, TOWN OF PEMBROKE PARK
CTA PROJECT NO. 24-0027
CTA PROPOSAL NO. 2025-H07.365

Dear Ms. Harty,

The firm of Craven Thompson & Associates, Inc. (CTA) is pleased to provide the following proposal for professional surveying services for the site as mentioned above pursuant to the terms and conditions of "*RFQ 22-03 Civil Engineering Consultant Services".*

Our scope is as follows:

SITE LIMITS: 1,000 LF of design survey for 36th Court and 48th Avenue



I. SURVEYING SERVICES

1.1 Prepare Design, Location and Topographic Survey
(CTA Task No. 11020)
The scope of work to be provided by Craven Thompson & Associates, Inc. (**CTA)** includes professional services for the elements listed below.

The scope of work includes a Topographic Survey for design purposes and utility location services for a proposed drainage design in the Town of Pembroke Park. The survey shall meet the current Surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 51-17, Florida Administrative Code. The survey shall include the following:

CRAVEN THOMPSON & ASSOCIATES INC.
Engineers
Planners
Surveyors
Landscape Architects

3563 NW 53rd Street
Fort Lauderdale, FL 33309-6311
Phone: (954) 739-6400
Fax: (954) 739-6409

Scope of Work:

The survey shall meet the current Surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 51-17, Florida Administrative Code. The survey shall include the following:

- Recovery of sufficient existing boundary and/or right-of-way monumentation to determine the right-of-way lines needed to tie all visible improvements.
- Locations of all aboveground and visible improvements, including pavement, pavement markings, slabs, fences, signs, overhead wires, utility poles, trees, and other utility features within the limits of the existing rights of way.
- Rims, inverts, and pipe sizes shall be measured on all sanitary and storm drainage structures found within approximately 100 feet of the project limits, if accessible and physically unobstructed; otherwise, they will be noted on the drawing. Maintenance of Traffic (MOT) is not included; if needed, it will be done at an additional cost.
- Identify all existing easements and reference recorded documents (OR Book and page) that show on recorded Plats within the Public Records of Broward County. A title search is not included as part of this Task.
- Existing trees, three (3) inches in diameter and above, at four (4) feet above the ground, shall be located and identified with the diameter and common name.
- Elevation roadway cross sections shall be taken at 50-foot intervals along the roadway and extend approximately 10 - 15 feet outside the right of way where accessible, permitted by the adjacent property owners, and can be done safely by the Survey crew in the field.
- The elevations shall be relative to the North American Vertical Datum of 1988 (NAVD88) and based on the National Geodetic Survey (NGS), Florida Department of Transportation.
- The surveys shall be in the horizontal projection: State Plane, Florida East Zone, NAD 83(2011), US Survey feet.
- Survey drawings shall be prepared in AutoCAD Civil 3D, Version 2022 or higher.
- Final deliverable shall be provided in hard copy, signed and sealed surveys, and electronically signed PDFs. Surveys shall be prepared at 22" x 34" size, suitable for printing offset on 24" x 36" paper.

Lump Sum.....$6,200.00

Approximate time of completion: One (1) to Two (2) weeks, after receipt of Notice to Proceed (weather permitting).

II. CIVIL ENGINEERING SERVICES

2.1 Final Engineering Plans (CTA Task No. 31030)
Prepare final paving, grading and water main plans including details. This task shall include the design and grading of all affected green areas, roadways, sidewalks, and pavement restoration over water main plans. Task also includes coordination with MEP for horizontal and vertical alignment of fire lines, med gas lines and other utilities designed by others.

Lump Sum.....$9,500.00

2.2 Geotechnical Services (CTA Task No. 31090)
Provide a usual open hole percolation test.

Lump Sum.....$4,500.00

2.3 Erosion Control Plans (CTA Task No. 31090)
Prepare erosion control plans with details.

Lump Sum.....$1,500.00

2.4 Prepare Pavement Marking & Signage Plan (CTA Task No. 31035)
Prepare Final Pavement Marking and Signage Plans per local standards. Monument and Artistic designs of street signs and stop signs, if requested, shall be supplied by Client.

Lump Sum.....$1,500.00

2.5 Prepare and Process Permit Applications (CTA Task No. 31080)
Prepare and process permit applications and supporting documents through state and local agencies including:

- Town of Pembroke Park/West Park Engineering Permit
- Broward County Resilient Environmental Department – Surface Water

Lump Sum.....$6,500.00

2.6 Meetings with Client, Architect and Agencies (CTA Task No. 31100)
Prepare for and attend coordination meetings and conference calls regarding the proposed project. This task shall include meetings with the Client, site planners, environmentalists, local permitting agencies, and the public. This task assumes design meetings as well as miscellaneous meetings with the City, Utility companies, Permitting Agencies, and all of the sub-consultants.

Lump Sum.....$2,000.00

III. CONSTRUCTION ADMINISTRATION - CIVIL ENGINEERING SERVICES

3.1 Construction Observation (CTA Task No. 31120)
Provide construction observation for the on-site proposed improvements as required during the course of construction of the project. This includes inspections required by regulatory agencies and principal Governments, observation of testing and reporting of results and final inspection. Inspections will be part-time, approximately two (2) hours per day, one (1) day per week for an anticipated construction schedule of three (3) months to complete construction of all utilities, and roadways. In addition to site inspections, construction services will also include review of shop drawings for specified materials and equipment and determination if the improvements are in substantial conformance with the contract plans. This does not include preparation of survey information for as-builts.

Lump Sum.....$6,000.00

3.2 Project Final Certifications (CTA Task No. 31125)
Item includes review, preparation, and submittal of final certification packages as required for water, sewer, and drainage acceptance by their respective governing agencies. This does not include preparation of as-built drawings or easements.

Lump Sum.....$2,000.00

IV. MISCELLANEOUS

4.1 Reimbursable (CTA Task No. 31140)
Reimbursable expenses such as courier services, mailing of public participation notices, progress prints, permit prints, set of reproducible Mylar, etc.

Estimated Budget.....$500.00

SUMMARY OF FEES

I.	**SURVEYING SERVICES**	**$6,200.00**
II.	**CIVIL ENGINEERING SERVICES**	**$25,500.00**
III.	**CONSTRUCTION ADMINISTRATION - CIVIL ENGINEERING SERVICES**	**$8,000.00**
	TOTAL (Not including Reimbursable Expenses)	**$39,700.00**
IV.	**MISCELLANEOUS**	**$500.00**
	TOTAL	**$40,200.00**

ITEMS NOT INCLUDED:
- Permit Fees
- Maintenance of Traffic/Traffic Analysis
- Landscape Plans
- Environmental Services
- Any additional service not listed

Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time-period, we reserve the right to re-evaluate the terms and conditions contained herein.

The above will be subject to the terms and conditions as specified in the Contract Documents. If the proposed work and fees contained herein are agreeable with you, please provide a Purchase Order and a Notice to Proceed.

Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



RICHARD CRAWFORD, P.S.M.
Vice President, Surveying & GIS

RGC/tg

Agenda Item Report

Subject:	Discussion and Consideration of the use of 2-Acre Parcel Adjacent to Meekin Lake for Modular Building Placement - Public Works Director Odoms
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	The Public Works Department is requesting Commission review and approval to utilize the Town-owned 2-acre parcel located adjacent to Meeken Lake as the site for the previously approved modular building intended to support departmental operations. The modular structure was previously approved by the Town Commission as part of the Public Works facilities expansion initiative to address space limitations and provide improved administrative, training, and operational support areas. Since that time, staff has conducted a review of available Town-owned properties to identify the most suitable and cost-effective location for installation.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Meeken Lake Modular Building Site

Town Commission Workshop – October 29, 2025

Agenda Item: Discussion and Consideration – Use of 2-Acre Parcel Adjacent to Meeken Lake for Modular Building Placement

Background

The Public Works Department is requesting Commission review and approval to utilize the Town-owned 2-acre parcel located adjacent to Meeken Lake as the site for the previously approved modular building intended to support departmental operations.

The modular structure was previously approved by the Town Commission as part of the Public Works facilities expansion initiative to address space limitations and provide improved administrative, training, and operational support areas. Since that time, staff has conducted a review of available Town-owned properties to identify the most suitable and cost-effective location for installation.

Purpose and Justification

The intent of this initiative is to establish a functional satellite facility that enhances the department's ability to manage operations, store equipment, and conduct field coordination meetings. The proposed site provides sufficient space for the modular building and associated improvements, such as parking, utility connections, and limited landscaping to maintain visual compatibility with the surrounding area.

The selection of this site offers the following benefits:

• Preservation of existing areas for future park use.

Next Steps

Upon Commission direction, staff will:

1. Coordinate with the Building Department to finalize site layout and ensure compliance with all applicable land use and permitting requirements.

2. Prepare a site development plan inclusive of grading, access, and utility service details for review and approval.

3. Develop a timeline and cost estimate for site preparation and modular installation.

Requested Action

Staff respectfully requests that the Town Commission review and consider approval for the use of the 2-acre parcel adjacent to Meeken Lake as the designated site for the installation of the previously approved modular building to support Public Works Department operations.

Agenda Item Report

Subject:	Discussion and Consideration of Additional Design Funding – South Park Road CSLIP Project (Inclusive of SW 25th Street Drainage Design) - Public Works Director Odoms
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	The Town of Pembroke Park continues to advance the South Park Road Complete Streets and Localized Initiatives Project (CSLIP) through the Broward MPO and Florida Department of Transportation (FDOT) partnership program. On October 28, Town staff attended the design negotiation meeting with representatives from FDOT, MPO, and the project consultant team. The project has now officially entered the design phase, marking a major milestone toward implementation. **Project Scope and Funding Alignment** Following consultation among CAS Engineering, the MPO, and FDOT, the Town has agreed to a revised project scope that limits the CSLIP-funded improvements to the South Park Road segment. CAS utilized the original Keith & Associates design quantities and updated them using the FDOT Basis of Estimates (BOE) to reflect July 2025 construction pricing. The revised cost analysis produced a new construction estimate of $6,403,203.08, representing approximately a 100% increase from the 2020 preliminary estimate of $3,207,753. To align the project with available grant funding, the construction scope being presented to the MPO has been refined to target a $2.5 million construction budget, which matches the full CSLIP grant allocation. Design Phase Funding ($501,000) The $501,000 currently programmed represents the Town's design-phase funding allocation for engineering and plan development under FDOT/MPO coordination.

	In the interest of time and cost efficiency, Town staff recommended incorporating the SW 25th Street Drainage Project – Second Phase design into this same design effort. Combining the two related drainage and roadway design projects provides several strategic benefits: • Ensures consistent design standards and compatibility between the CSLIP and Town drainage systems. • Eliminates duplication of consultant design efforts and administrative costs. • Supports coordinated construction scheduling, reducing disruption to the South Park Road corridor. The inclusion of the SW 25th Street drainage design explains the higher-than-typical design allocation of $501K. This amount is dedicated solely to design activities and does not affect construction funding or the $1.2 million construction-phase funding identified for concurrent stormwater work. Stormwater Coordination and Funding Gap In parallel with the CSLIP improvements, the Town is planning approximately $3.7 million in stormwater system upgrades along South Park Road. These improvements are currently programmed in the Capital Improvement Plan as follows: • FY 2025-26: $1,026,000 (to be assigned to a specified project account) • FY 2026-27: $1,026,000 (to be assigned to a specified project account) • FY 2027: $513,000 (aligned with CSLIP construction schedule, these funds have been requested via appropriation. To complete both the roadway and stormwater improvements concurrently, the Town will need to identify approximately $1.2 million in additional funding to fully fund the stormwater construction portion. Undertaking both projects simultaneously will minimize future disruption, reduce long-term costs, and ensure the corridor's underground and surface infrastructure are constructed in one coordinated effort. Next Steps • Upon MPO approval, Tetra Tech will proceed with final design development under FDOT coordination. • Town staff will return to the Commission for the agreement with between FDOT and the Town.
Staff Recommendations:	Staff recommends the Town Commission approve the additional design funding allocation for the South Park Road CSLIP Project, inclusive of the SW 25th Street Second Phase Drainage Design, in the amount of $501,000, to advance the project through the FDOT-approved design phase.
Procurement:	

Financial Implications:	
Alternatives:	

ATTACHMENTS:

S.Park Rd CSLIP Project Narrative

Town Commission Workshop – October 29, 2025

Agenda Item: Discussion and Consideration of Additional Design Funding – South Park Road CSLIP Project (Inclusive of SW 25th Street Drainage Design)

Background

The Town of Pembroke Park continues to advance the South Park Road Complete Streets and Localized Initiatives Project (CSLIP) through the Broward MPO and Florida Department of Transportation (FDOT) partnership program. On October 28, Town staff attended the design negotiation meeting with representatives from FDOT, MPO, and the project consultant team. The project has now officially entered the design phase, marking a major milestone toward implementation.

Project Scope and Funding Alignment

Following consultation among CAS Engineering, the MPO, and FDOT, the Town has agreed to a revised project scope that limits the CSLIP-funded improvements to the South Park Road segment. CAS utilized the original Keith & Associates design quantities and updated them using the FDOT Basis of Estimates (BOE) to reflect July 2025 construction pricing.

The revised cost analysis produced a new construction estimate of $6,403,203.08, representing approximately a 100% increase from the 2020 preliminary estimate of $3,207,753. To align the project with available grant funding, the construction scope being presented to the MPO has been refined to target a $2.5 million construction budget, which matches the full CSLIP grant allocation.

Design Phase Funding ($501,000)

The $501,000 currently programmed represents the Town's design-phase funding allocation for engineering and plan development under FDOT/MPO coordination.

In the interest of time and cost efficiency, Town staff recommended incorporating the SW 25th Street Drainage Project – Second Phase design into this same design effort. Combining the two related drainage and roadway design projects provides several strategic benefits:

• Ensures consistent design standards and compatibility between the CSLIP and Town drainage systems.

• Eliminates duplication of consultant design efforts and administrative costs.

• Supports coordinated construction scheduling, reducing disruption to the South Park Road corridor.

The inclusion of the SW 25th Street drainage design explains the higher-than-typical design allocation of $501K. This amount is dedicated solely to design activities and does

not affect construction funding or the $1.2 million construction-phase funding identified for concurrent stormwater work.

Stormwater Coordination and Funding Gap

In parallel with the CSLIP improvements, the Town is planning approximately $3.7 million in stormwater system upgrades along South Park Road. These improvements are currently programmed in the Capital Improvement Plan as follows:

• FY 2025-26: $1,026,000 (to be assigned to a specified project account)

• FY 2026-27: $1,026,000 (to be assigned to a specified project account)

• FY 2027: $513,000 (aligned with CSLIP construction schedule, these funds have been requested via appropriation.

To complete both the roadway and stormwater improvements concurrently, the Town will need to identify approximately $1.2 million in additional funding to fully fund the stormwater construction portion. Undertaking both projects simultaneously will minimize future disruption, reduce long-term costs, and ensure the corridor's underground and surface infrastructure are constructed in one coordinated effort.

Next Steps

• Upon MPO approval, Tetra Tech will proceed with final design development under FDOT coordination.

• Town staff will return to the Commission for the agreement with between FDOT and the Town.

Requested Action

Staff recommends the Town Commission approve the additional design funding allocation for the South Park Road CSLIP Project, inclusive of the SW 25th Street Second Phase Drainage Design, in the amount of $501,000, to advance the project through the FDOT-approved design phase.

Agenda Item Report

Subject:	Motion to Approve Interagency Agreement between Fort Lauderdale and Pembroke Park - Chief Daniel DeCoursey
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

SKM_C751i25102807550

INTERAGENCY AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND PEMBROKE PARK FOR CRIMINAL JUSTICE INFORMATION EXCHANGE AND USE

This Agreement, entered into between the City of Fort Lauderdale on behalf of the Fort Lauderdale Police Department (hereinafter referred to as "Host" or "Host Agency") and the Town of Pembroke Park Police Department (hereafter referred to as "User" or "User Agency", collectively referred to as the Parties", witnesseth, that:

WHEREAS, the Host Agency presently has the benefit of access to the Florida Crime Information Center system (FCIC), National Crime Information Center system (NCIC) via connectivity to the Florida Department of Law Enforcement (FDLE), National Law-Enforcement Telecommunications System (NLETS), and other state and national criminal justice information systems; and

WHEREAS, the User Agency desires access to FCIC, NCIC, NLETS and other state and national criminal Justice Information systems for the administration of criminal justice; and

WHEREAS, Host Agency agrees to provide User twenty-four (24) hours a day, seven (7) days a week, Guard Terminal responsibilities for FCIC, NCIC, NLETS and other state and national networks and administrative information systems as required to perform their law enforcement functions; and

WHEREAS, this authorization is for the purpose of entering, modifying, canceling wanted/missing persons, property/guns, vehicle records, unidentified persons; stolen securities in the FCIC/NCIC system, and for making or receiving inquiries and administrative messages.

NOW THEREFORE IT IS HEREBY AGREED, in light of the foregoing representations and the considerations, promises, and conditionals fully set out therein, the parties, by their duly authorized officials do mutually agree as follows:

1. The term of this Agreement shall be from October 22, 2025 through October 22, 2026.

2. The User Agency shall ensure that information received by the Host Agency is complete and accurate to the best of its ability.

3. The Host Agency shall make provisions to identify each record entered for another agency by utilizing the Host Agency's ORI number.

4. The Host Agency agrees to assume responsibility for the input to include the entering, modifying, and canceling as well as the monthly validation of such information.

5. User Agency agrees to provide the necessary information to the Host Agency to be able to make wanted entries into the FCIC/NCIC system files.

6. User Agency will notify the Host Agency as soon as possible after receipt of reports or wanted/missing persons, stolen vehicles/boats, and stolen property/guns with complete and accurate information as required for Inclusion In the FCIC/NCIC wanted flies.

7. User Agency will provide a method to ensure twenty-four (24) hours a day, seven (7) days a week confirmation of records entered in the FCIC/NCIC system.

8. The Host Agency assumes responsibility for maintaining the original paper reports in accordance with all applicable Public Records Laws and Regulations until they are returned to the User Agency. The reports will be returned to the User Agency when no longer needed for FCIC/NCIC purposes.

PUBLIC RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.021, Florida Statutes:

a. The Parties agree to keep and maintain public records in their possession or control in connection with performance under this Agreement. The Parties additionally agree to comply specifically with the provisions of Section 119.021, Florida Statutes.

b. The Parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement.

c. Upon request, each Party to this Agreement shall provide 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

d. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of User Agency.

e. Upon completion of this Agreement, transfer, at no cost, to the User Agency all public records in possession of Host Agency or keep and maintain public records required by Host Agency to perform the service. If Host Agency transfers all public records to User Agency upon completion of this Agreement, Host Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Host Agency keeps and maintains public records upon completion of this Agreement, Host Agency shall meet all applicable requirements for retaining public records. All records stored electronically by Host Agency shall be delivered to User Agency, upon request, in a format that is compatible with the Host Agency's information technology systems.

f. Failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by either Party.

9. User Agency and Host Agency shall notify each other immediately upon modification or cancellation of a record.

10. User Agency and Host Agency shall abide by all rules, policies and procedures, and regulations regarding FCIC/NCIC and NLETS as they relate to services being provided.

11. User Agency agrees to compensate the Host Agency for providing teletype services for the User at a five thousand dollar a month ($5000) flat fee. The service will be billed monthly, and payments must be made via check made out to the City of Fort Lauderdale.

12. Each party agrees to assume its own liability and responsibility for the acts, omissions, or conduct of such party's own employees or agents, while such employees or agents are acting in the scope of their employment. The User Agency agrees to indemnify and hold harmless the City of Fort Lauderdale and Host Agency, Fort Lauderdale Police Department, against all claims and damages arising of the services under this Agreement by the Host Agency. However, nothing contained in this agreement shall be construed as a waiver of the rights, privileges and limitations of Section 768.28, Florida Statutes, as may be amended from time to time. Additionally, notwithstanding anything contained herein to the contrary, any obligation of the User Agency to Indemnify and hold harmless the City of Fort Lauderdale and Host Agency, Fort Lauderdale Police Department, shall also be limited to the extent of, and the amounts set forth In Section 768.28, Florida Statutes, as may be amended from time to time.

13. In the event a party desires to terminate this Agreement prior to the end date noted above, notice shall be provided to the following:

Chief William Schultz
Fort Lauderdale Police Department
1300 West Broward Blvd.
Fort Lauderdale, FL 33312

Chief Daniel DeCoursey
Pembroke Park Police Department
3150 SW 52 Ave.
Pembroke Park, FL 33023

With a copy to:

City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Ste. 2100
Fort Lauderdale, FL 33301

14. This Agreement constitutes the entire Agreement of the parties and may not be modified or amended except with written agreement between the parties.

15. **GOVERNING LAW AND VENUE** - This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Agreement, and any action Involving the enforcement or Interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

16. This Agreement is effective as of the last date all signatures below and is effective through the end of the date specified above.

THIS SPACE INTENTIONALLY LEFT BLANK

INTERAGENCY AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND PEMBROKE PARK FOR CRIMINAL JUSTICE INFORMATION EXHANGE AND USE

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:

FORT LAUDERDALE POLICE DEPARTMENT

William Schultz
Chief of Police

10/9/25
Date

THE CITY OF FORT LAUDERDALE

Rickelle Williams
City Manager

10/22/2025
Date

Approved as to form:
D'Wayne M. Spence
Interim City Attorney

By:
Julie Steinhardt
Assistant City Attorney/ Police Legal Advisor

9/30/25
Date

INTERAGENCY AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND PEMBROKE PARK FOR CRIMINAL JUSTICE INFORMATION EXHANGE AND USE

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:

PEMBROKE PARK POLICE DEPARTMENT

_____ _____

Daniel DeCoursey Date
Chief of Police

TOWN OF PEMBROKE PARK

_____ _____

David Lynch Date
Town Manager

Approved as to form:
City Attorney

By: _____ _____

Date

Agenda Item Report

Subject:	Lighting and Tornado warning system for The Preserve and Behan Park - IT Director Pakula RESOLUTION NO.: 2025-058 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE IMPLEMENTATION OF THE TG 360 WEATHER DETECTION AND EMERGENCY ALERT SYSTEM AND NOT TO EXCEED AN AMOUNT OF $45,000.00; PROVIDING FOR ENHANCED WEATHER MONITORING, PUBLIC SAFETY, AND COMMUNITY ACCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	To Approve this item
Background Information:	The TG 360 system Features, Temperature, Heat index's, Humidity, Wind Direction, Wind Speed, Peak Wind Gust, **Predicts Severe Storms and Tornadoes**. this prediction/Detection Feature complies with ALL Florida State High School weather guidelines. This system also has an app with live radar with lightning and weather data available on cell phones, Desktops, Laptops, and will also be available for the Town's website for residents to have access. This system measures the atmosphere 170,000 per second. This system also features an manual feature to set off the alarm for any emergency's for non weather related incidents. This will also benefit the surrounding schools help keeping the children safe while they are outside.
Staff Recommendations:	Approving the TG 360 System
Procurement:	This is a soul source
Financial Implications:	The cost is $39,140.00 plus an annual $1,500.00 an year for support and maintenance. Not to exceed $45,000.00
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-058
Terms & Conditions
Sole Source Documentation
Quote

RESOLUTION NO. 2025-058

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE IMPLEMENTATION OF THE TG 360 WEATHER DETECTION AND EMERGENCY ALERT SYSTEM AND NOT TO EXCEED AN AMOUNT OF $45,000.00; PROVIDING FOR ENHANCED WEATHER MONITORING, PUBLIC SAFETY, AND COMMUNITY ACCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park is committed to enhancing public safety and emergency preparedness for its residents, schools, and surrounding community; and

WHEREAS, the TG 360 System provides real-time atmospheric monitoring and predictive weather data, including temperature, heat index, humidity, wind direction, wind speed, peak wind gusts, and the ability to detect and predict severe storms and tornadoes; and

WHEREAS, the TG 360 System complies with all Florida State High School weather safety guidelines, ensuring its suitability for use in school environments and outdoor activities; and

WHEREAS, the system measures atmospheric conditions 170,000 times per second, providing highly accurate and timely data; and

WHEREAS, the system includes a manual emergency alert feature that allows for activation of alarms in the event of non-weather-related emergencies, further enhancing community safety; and

WHEREAS, the TG 360 System includes a mobile and desktop application with live radar, lightning detection, and weather data, accessible via cell phones, desktops, laptops, and will be integrated into the Town's website for public access; and

WHEREAS, the implementation of this system will benefit not only the Town's residents but also surrounding schools, helping to protect children during outdoor activities and events.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The Town Commission hereby authorizes the acquisition and implementation of the TG 360 Weather Detection and Emergency Alert System, not to exceed the amount of $45,000.00, for the purpose of enhancing public safety, weather monitoring, and emergency response capabilities.

Section 2. The Town shall make the system's live weather data and radar features available to the public through the Town's official website and other digital platforms.

Section 3. The Town recognizes the benefit of this system in supporting the safety of students and staff at surrounding schools and encourages its use in coordination with local educational institutions.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder shall not be affected by such invalidity.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 7th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Addendum to Terms and Conditions

The following shall be included as part of the Thor Guard, Inc. Agreement (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023 ("Town") and **Thor Guard Inc.** with offices at 1193 Sawgrass Corporate Parkway, Sunrise, FL 33323 ("TGI"). In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

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

2. **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.

3. **Sovereign Immunity**

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

4. **Termination.**

Notwithstanding anything contained in the Proposal or herein to the contrary, the Town may terminate this Agreement for convenience by providing TGI with no less than thirty (30) days of its intention to termination. In the event of a termination pursuant to this section, TGI shall be entitled to compensation for all services rendered through the date of such termination.

5. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither TGI 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. TGI 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. JPC further agrees that TGI will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

6. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that TGI is an independent contractor under this Agreement and not the Town '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. TGI shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of TGI. TGI agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the TGI Products and Services; however, the TGI Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as creating any joint employment relationship between TGI and the Town and the Town will not be liable for any obligation incurred by JPC, including but not limited to unpaid minimum wages and/or overtime premiums.

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.

8. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by TGI without the prior written consent of Town. For purposes of this Agreement, any change of ownership of TGI shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town 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.

9. **Public Records**

9.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. TGI shall comply with Florida's Public Records Law. Specifically, TGI shall:

9.1.1 Keep and maintain public records required by the Town to perform the service;

9.1.2 Upon request from the Town's custodian of public records, provide the Town 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;

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

9.1.4 Upon completion of the Agreement, TGI shall ensure the transfer to the Town, at no cost to the Town, all public records in TGI's possession. All records stored electronically by TGI must be provided to the Town, upon request from the Town's custodian of public records, in a format that is

compatible with the information technology systems of the Town.

9.2 The failure of TGI to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing TGI with at least thirty (30) days prior, provided, however, that TGI will be given the opportunity to cure the breach within said period of time.

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

TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #235
townclerk@tppfl.gov

10. **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 or by email. For the present, TGI and Town designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

TGI: Thor Guard, Inc.
1193 Sawgrass Corporate Parkway
Sunrise, FL 33323
Telephone No. (954) 816-0894

11. **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.

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

13. **Scrutinized Companies**

TGI, 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 are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

13.2 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:

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

13.2.2 Is engaged in business operations in Syria.

14. **E-Verify**

TGI certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

14.1 Definitions for this Section:

14.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a TGI or consultant.

14.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

14.1.3"E-Verify system" means an Internet-based system operated by the United States

Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

14.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

14.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

14.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE TO FOLLOW

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

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

_____
CYNTHIA GARCIA-LIMA,
TOWN CLERK

BY:_____
GEOFFREY JACOBS
MAYOR

APPROVED AS TO FORM.

_____
JACOB G. HOROWITZ
TOWN ATTORNEY

THOR GUARD, INC.:

Signed By: _____

Print Name: _____

Title: _____

THOR GUARD, INC.

Integrated Lightning Prediction and Warning Systems

September 23, 2025

Ms. Stephanie Woodbury
Town of Pembroke Park
Procurement Administrator
3150 SW 52nd Avenue,
Pembroke Park, FL 33023

Via Email: swoodbury@tppfl.gov

Dear Ms. Woodbury:

THOR GUARD, Inc. is the sole source manufacturer and marketing organization of THOR GUARD Lightning, Severe Storm and Tornado Prediction and Warning Systems. THOR GUARD, for over fifty years, is the only company in the world that manufactures a true lightning prediction system based on the local analysis of the shifting changes of the earth's electrostatic atmosphere.

THOR GUARD products are proudly American made. All aspects of our business, including the executive team, employees, engineers, research, development and manufacturing, are based in Sunrise, FL.

THOR GUARD products are based only on our exclusive proprietary technology. Our Patent and Trademark numbers are 4,095,221 and 2,390,039, respectively. THOR GUARD has not authorized any outside company or individual to manufacture our products or use our unique trade secret engineering or software systems. Only authorized sales, service and maintenance representatives of THOR GUARD have access to authentic, THOR GUARD products, as well as the service expertise to properly install and maintain our systems.

This sole-source letter provides you with the required information to distinguish THOR GUARD lightning prediction technology and associated products from all existing, after the strike, lightning detection systems.

Thank you for your continued support of THOR GUARD products and services. Please contact us if you have questions or require additional information.

Very Truly yours,

Jason Wolk

Chief Financial Officer

THOR GUARD, INC.

Integrated Lightning Prediction and Warning Systems

COVER SHEET

FROM: Pat Bennett
National Sales Manager
PGA Golf Professional
THOR GUARD, Inc.
1193 Sawgrass Corp. Pkwy
Sunrise, FL 33323
Cellular: (954) 816-0894
Email: pat.bennettpga@gmail.com

TO: MARK PAKULA Email ☑ Fax# ☐ _____

TOWN OF PEMBROKE PARK DATE: 10/7/25

_____ PAGES. 7
(Including cover sheet)

NOTE: PLEASE RESPOND SO I KNOW THIS EMAIL HAS BEEN RECEIVED.
PLEASE CONTACT IF YOU HAVE ANY QUESTIONS.

THANKS,

PAT

TG 360 Highlights

- L75 Computer measures the Atmosphere 50 times per second.
- TG 360 Computer measures the atmosphere 170,000 per second.
- TG 360 has live radar with Lightning and Weather data available on cell phones, desktops, laptops, and also available to be put on your web-site.
- If you lose internet, your Lightning Prediction System will still work.
- TG 360 will allow up to 5 people the ability to set the system off by using their cell phone. This is passcode protected.
- If there is an active shooter or another emergency on property, you could set off your TG 360 using a totally different staccato sound. Da, Da, Da, Da, Da-to warn the staff of a serious situation.
- TG 360 gives you Temperature, Heat Indexes, Humidity, Wind Direction, Wind Speed, Peak Wind Gust, and ET Rates.
- TG 360 Predicts severe Storms and Tornadoes.
- TG 360 has its own App for I-Phones and Android open to anyone who is provided the site code.
- The TG360 has a prediction/detection feature that will comply with all Florida State High School weather guidelines.
- The TG360 also offers wet bulb globe temperature used by the majority of NCAA Universities and Colleges.
- THOR GUARD is the leading designer & manufacturer of Lightning Prediction Systems in America since 1973

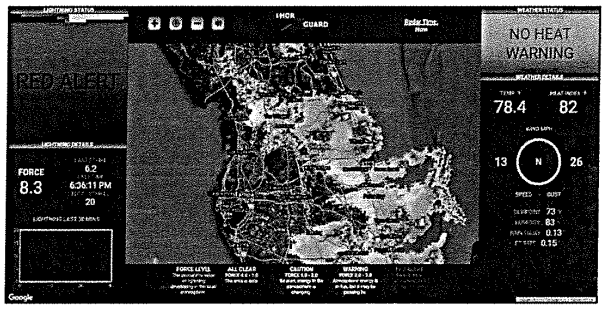
The World Leader in Lightning Prediction and Warning Systems

THOR GUARD

THOR GUARD TG 360

LIGHTNING PREDICTION AND DETECTION - COMBINED!





THOR GUARD MODEL TG 360

THOR GUARD began manufacturing Lightning Prediction Systems in 1973. Over the years, we have analyzed millions of hours of Lightning Strike Data with over a billion hours of operations - all for the purpose of continually improving our unique Prediction and Detection Technology incorporating state-of-the-art hardware. THOR GUARD's ongoing goal is to continue creating and distributing the safest Lightning Warning Systems in the World and doing so with our own exceptional Designers, Engineers and Meteorologists!

THOR GUARD's New TG 360 sets an incredible level of Prediction And Detection Technology never seen before combining entirely new Detection Technology, faster Atmospheric Data Acquisition and proven algorithms for all Storm Predictions. Our team has created a System responding to the demands of our customers.
THOR GUARD's most advanced technology ever for those who demand and deserve the best!

FEATURES

THOR GUARD 360 with Weather Station

- Atmospheric Sampling
  Greater Than 170,000 Samples Per Second
- 50 Ms Decision Process Tree
- Output Voltage Analysis Range+/-70 Volts Minimum
- Triple Aspect Electrostatic Analysis For Predictions
- Electrostatic Lightning Detection
  Providing Distance And Direction
- Lightning Detection Acquisition Time
  Eight Millionths Of A Second
- NCAA Lightning Detection Protocol (User Selectable)
- Site-specific Severe Storm Prediction And Detection
- Site-specific Tornado Prediction And Detection
- Level One And Level Two Heat Index Alerts
- Wind Speed and Direction, Temperature, Humidity,
  Dewpoint, Solar Radiation Data
- ET Rates and Rainfall Measurements
- Gens (Guardian Emergency Notification System)
- 3 Year Warranty On THOR GUARD 360 Assembly
- Lifetime Software Upgrades

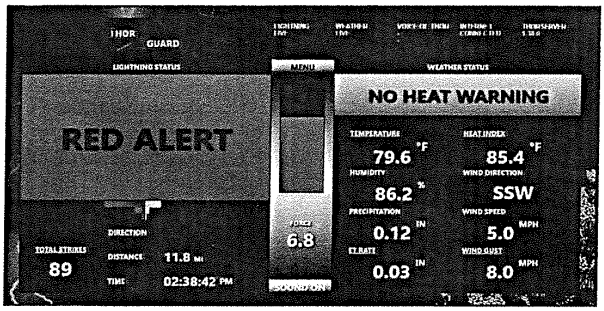
- **Voice Of Thor Horn And Strobe Warning Systems**
- New System Controlled By One
  Or More 32 Bit Processors
- Three Strobe Light Options For Operations
  (Lightning And Heat Index)
- Durable ASA Horn Structures,
  Air Compressor Powered
- Solar Powered Remote Horns Controlled
  By Proprietary THOR GUARD RF Systems
- Self Diagnostic LED Indicator Light- External
- Long Lasting Battery-typically Three To Five Years
- Solar Charging Or AC Power Options
- New Balanced Charging System
  On All Voice Of Thor Units
- System Activation Automatic
  Or Through Manual Remote Activation
- 2 Year Warranty All THOR GUARD VOT Products
- Designed And Manufactured In America

The World Leader in Lightning Prediction and Warning Systems

THOR GUARD

THOR GUARD TG 360

LIGHTNING PREDICTION AND DETECTION - COMBINED!





THOR GUARD MODEL TG 360

THOR GUARD began manufacturing Lightning Prediction Systems in 1973. Over the years, we have analyzed millions of hours of Lightning Strike Data with over a billion hours of operations - all for the purpose of continually improving our unique Prediction and Detection Technology incorporating state-of-the-art hardware. THOR GUARD's ongoing goal is to continue creating and distributing the safest Lightning Warning Systems in the World and doing so with our own exceptional Designers, Engineers and Meteorologists!

THOR GUARD's New TG 360 sets an incredible level of Prediction And Detection Technology never seen before combining entirely new Detection Technology, faster Atmospheric Data Acquisition and proven algorithms for all Storm Predictions. Our team has created a System responding to the demands of our customers.
THOR GUARD's most advanced technology ever for those who demand and deserve the best!

FEATURES

THOR GUARD 360 with Weather Station

- Atmospheric Sampling
  Greater Than 170,000 Samples Per Second
- 50 Ms Decision Process Tree
- Output Voltage Analysis Range+/-70 Volts Minimum
- Triple Aspect Electrostatic Analysis For Predictions
- Electrostatic Lightning Detection
  Providing Distance And Direction
- Lightning Detection Acquisition Time
  Eight Millionths Of A Second
- NCAA Lightning Detection Protocol (User Selectable)
- Site-specific Severe Storm Prediction And Detection
- Site-specific Tornado Prediction And Detection
- Level One And Level Two Heat Index Alerts
- Wind Speed and Direction, Temperature, Humidity,
  Dewpoint, Solar Radiation Data
- ET Rates and Rainfall Measurements
- Gens (Guardian Emergency Notification System)
- 3 Year Warranty On THOR GUARD 360 Assembly
- Lifetime Software Upgrades

- **Voice Of Thor Horn And Strobe Warning Systems**
- New System Controlled By One
  Or More 32 Bit Processors
- Three Strobe Light Options For Operations
  (Lightning And Heat Index)
- Durable ASA Horn Structures,
  Air Compressor Powered
- Solar Powered Remote Horns Controlled
  By Proprietary THOR GUARD RF Systems
- Self Diagnostic LED Indicator Light- External
- Long Lasting Battery-typically Three To Five Years
- Solar Charging Or AC Power Options
- New Balanced Charging System
  On All Voice Of Thor Units
- System Activation Automatic
  Or Through Manual Remote Activation
- 2 Year Warranty All THOR GUARD VOT Products
- Designed And Manufactured In America

TG 360 Highlights

- L75 Computer measures the Atmosphere 50 times per second.
- TG 360 Computer measures the atmosphere 170,000 per second.
- TG 360 has live radar with Lightning and Weather data available on cell phones, desktops, laptops, and also available to be put on your web-site.
- If you lose internet, your Lightning Prediction System will still work.
- TG 360 will allow up to 5 people the ability to set the system off by using their cell phone. This is passcode protected.
- If there is an active shooter or another emergency on property, you could set off your TG 360 using a totally different staccato sound. Da, Da, Da, Da, Da-to warn the staff of a serious situation.
- TG 360 gives you Temperature, Heat Indexes, Humidity, Wind Direction, Wind Speed, Peak Wind Gust, and ET Rates.
- TG 360 Predicts severe Storms and Tornadoes.
- TG 360 has its own App for I-Phones and Android open to anyone who is provided the site code.
- The TG360 has a prediction/detection feature that will comply with all Florida State High School weather guidelines.
- The TG360 also offers wet bulb globe temperature used by the majority of NCAA Universities and Colleges.
- THOR GUARD is the leading designer & manufacturer of Lightning Prediction Systems in America since 1973

THOR GUARD, INC.

Integrated Lightning Prediction and Warning Systems

Quotation: Base with 1 Solar Remote

Date:	September 18, 2025
System Quote for :	Town of Pembroke Park - Pembroke Park Preserve
Address:	3115 SW 52nd Ave Pembroke Park, FL 33023
Attn:	Mark Pakula 954.966.4600 Ext 500
Email:	mpakula@tppfl.gov
From:	Pat Bennett © 954.816.0894, pat.bennettpga@gmail.com

	Quantity	Selling Price	Optional Equipment
Thor Guard TG360 Lightning Prediction System. Includes Lightning Prediction Sensor, Prediction Module, up to 250' POE Cable, DEHNpatch Outdoor Surge Protector, Davis GroWeather Station and Cumputer.	1	$17,200.00	
ThorServer Software - Annual Software Upgrade & Data Management Fee Required. Includes ThorServer Software Console and ThorMobile/ThorTV	1	$1,500.00	
VOTRCFMS - 12 Watt Unit with 32 bit compressor Remote Receiver/Computer, External Horn Cluster, 12 Volt Solar Charged System & RF Antenna	1	$5,460.00	
VOTRCFMS - 360 **Solar Remote**	1	$4,600.00	
30 Watt Solar Panel	1	$370.00	
Outdoor Strobe Light	2 @ $315.00	$630.00	
Permit - Opening and closing All Permit Fees and Wind Calcs. Upgrading System - No Permit needed	1	$3,000.00	
Hardware - 4" Wall Brackets, Tap-cons, SS Screws, IMC Pipe Misc.	1	$485.00	
PMA-Preventive Maint. Agreement 4 vists annually	1		$750.00
UPS - Line Conditioner, Surge Proctor, Line Conditioner, 2 Hr Battery Back-up	1	$400.00	
Freight - Pat will Deliver	1	$0.00	
Installation Staff Training, Testing, and Follow-up Consultations.	1	$5,495.00	
Total		$39,140.00	$750.00

ALL PRICES ABOVE EXCLUDE APPLICABLE STATE OR LOCAL TAXES
FREIGHT : FOB Sunrise, FL. (Prepaid and invoiced to customer) - Excludes Duties and Taxes

1193 Sawgrass Corporate Parkway, Sunrise, FL 33323 Tel: (954) 835-0900 Fax: (954) 835-0808
www.thorguard.com

QUOTATION VALID FOR 90 DAYS FROM ISSUE DATE.

Approved by (customer signature): _____

Date: _____

1193 Sawgrass Corporate Parkway, Sunrise, FL 33323 Tel: (954) 835-0900 Fax: (954) 835-0808
www.thorguard.com

Agenda Item Report

Subject:	Consideration and approval of waiver of fees in the Building Department - Town Manager Lynch RESOLUTION NO.: 2025-062 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHNG A FEE WAIVER POLICY FOR CERTAIN BUILDING DEPARTMENT LATE FEES; DELEGATING CERTAIN AUTHORITY TO THE TOWN MANAGER; PROVIDING FOR LIMITATIONS; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - November 12, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The Town Commission will consider adopting a resolution establishing a policy for the waiver of Building Department fees, with a cap of $5,000 per business. This initiative stems from recent instances where certain businesses were granted fee waivers to support their continued presence in the Town. The resolution aims to formalize the process, ensure consistency, and promote economic retention and development.
Staff Recommendations:	
Procurement:	
Financial Implications:	There is no financial impact.
Alternatives:	

ATTACHMENTS:

Resolution No.: 2025-062

RESOLUTION NO. 2025-062

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHNG A FEE WAIVER POLICY FOR CERTAIN BUILDING DEPARTMENT LATE FEES; DELEGATING CERTAIN AUTHORITY TO THE TOWN MANAGER; PROVIDING FOR LIMITATIONS; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park has the authority to establish and regulate fees charged by the Town's Building Department; and

WHEREAS, the failure of individuals and businesses to pay certain fees may result in the imposition of late fees and other penalties; and

WHEREAS, from time to time, circumstances may arise in which strict application of such fees creates an undue hardship to residents or businesses in the Town; and

WHEREAS, late fees and similar penalties may have negative impacts on economic development efforts in the Town; and

WHEREAS, the Town Commission finds that the waiver of late fees, in certain circumstances, services a valid public and municipal purpose; and

WHEREAS, the Town Commission seeks to establish a policy whereby the Town Manager has the delegated authority to waive certain Building Department late fees in order to promote economic development, and improve administrative efficiency which preserving Commission oversight of the Building Department; and

WHEREAS, the Commission seeks to limit the Town Manager's delegated authority to waive late fees up to maximum of $5,000 per individual or business in the Town; and

WHEREAS, the Town Commission finds that establishing a late fee waiver policy and delegating such authority to the Town Manager, up to $5,000, is in the best interests of the citizens, residents and businesses of the Town of Pembroke Park.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Delegation of Authority. The Town Commission hereby delegates to the Town Manager the authority to waive Building Department late fees, in whole or in part, up to an aggregate amount not to exceed $5,000.00 per individual or business applicant.

Section 3. Limitation.

A) The Town Manager's delegated authority to waive late fees shall only apply to late fees imposed by the Building Department and shall not extend to impact fees, fees imposed pursuant to the Florida Building Code, fees established pursuant to an interlocal agreement or any other fees established by state law.

B) Any fee waiver in excess of $5,000 must be approved by the Town Commission.

C) The Town Manager exercise this delegated authority only were a waiver is determined to be in the public interest, to alleviate undue hardship, or to promote economic development, public safety, or community benefit.

Section 4. Reporting. The Town Manager shall provide a written report to the Town Commission, no less than quarterly, summarizing all fee waivers granted pursuant to this resolution.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected.

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Recuring Services for Backup internet for Police and Town - IT Director Pakula RESOLUTION NO.: 2025-064 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, AUTHORIZING THE APPROVAL OF RECURRING SERVICES FOR BACKUP INTERNET CONNECTIVITY FOR THE POLICE DEPARTMENT AND TOWN OPERATIONS WITH FMC GLOBALSAT, INC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve item.
Background Information:	This is for recuring services for one of our backup systems for the Police and Town.
Staff Recommendations:	Approving Item
Procurement:	
Financial Implications:	Recuring monthly charges $1,010.00 per month total of $12,120.00. Not to exceed $14,000.00 per year. This is a budgeted item.
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-064
EST5117
Sole Provider Statement (1)

RESOLUTION NO. 2025-064

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, AUTHORIZING THE APPROVAL OF RECURRING SERVICES FOR BACKUP INTERNET CONNECTIVITY FOR THE POLICE DEPARTMENT AND TOWN OPERATIONS WITH FMC GLOBALSAT, INC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town recognizes the critical importance of uninterrupted internet connectivity to ensure the continuity of essential services, including public safety and municipal operations; and

WHEREAS, the Police Department and Town offices rely heavily on internet access for emergency communications, data access, and operational efficiency; and

WHEREAS, the Town has identified the need for a reliable internet backup service to support these functions in the event of primary service disruption; and

WHEREAS, the Town has reviewed proposals and determined that entering into a recurring service agreement for backup internet is in the best interest of public safety and operational continuity.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AS FOLLOWS:

Section 1: The Town hereby approves the procurement of recurring backup internet services for the Police Department and Town operations with FMC GlobalSAT, Inc. in the amount of $1,010.00 monthly not to exceed $14,000.00 per year.

Section 2: The Town Manager, or their designee, is authorized to negotiate and execute any necessary agreements, subject to legal review, with the selected service provider for the provision of backup internet services.

Section 3. Funding for the recurring services shall be allocated from the appropriate departmental budgets or other available sources as approved by the Finance Department.

Section 4: Town staff is directed to coordinate the implementation of the backup internet system and ensure proper integration with existing infrastructure.

Section 5: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 7th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

FMC GlobalSat, Inc.
1200 E Las Olas Blvd Suite 302
Fort Lauderdale FL 33301
United States

COMMERCIAL CONTRACT

Estimate #	EST5117
Date	10/14/2025
Expires	09/30/2027
PO #	

Bill To:
Town of Pembroke Park
3150 Sw 52nd ave
Pembroke Park FL 33023
United States

Ship To:
Town of Pembroke Park
3150 Sw 52nd ave
Pembroke Park FL 33023
United States

Monthly Subscriptions & Data Plans

Item	Description	Quantity	Rate	Amount
Satellite 750GB - Fixed Business	750GB Fixed Business monthly data plan subscription on FMC's LEO satellite network, global coverage, with bandwidth up to 350Mbps on Starlink / LEO satellites, subject to fair use policy in place at that time up to for the monthly data allotment. Custom Service Data Plan, include FMC's following provided hardware: 1x - LEO Satellite Antenna Kit (Starlink Antenna). 1x - FMC server and rack mount as needed. -FMC GLOBALSAT can upgrade and/or replace the provided equipment at its discretion with 30 days' notice. -FMC GLOBALSAT retains ownership of the provided equipment not sold to customer.	2	$295.00	$590.00
Data Pool - Primary	Primary service with monthly data allotment per Site, poolable between all Sites, (the "Pooled Subscription"), subscribed at that time. Each Site will be added to the Pooled Subscription data plan on an incremental basis at the above price per month and per Site. Monthly data allotment will be formulated such as: TB allotment x (Number of sites installed). Blackout or paused site(s) will be deduced from the data pooled.	2	$60.00	$120.00
Premium Support	Premium 24/7 Support: Offering mission-critical proactive support tailored for our large portfolio clients. This includes a dedicated account manager and NOC (Network Operations Center) resources, ensuring a response time of under 4 hours for mission critical issues. In case of critical outages, technicians will be dispatched immediately within 24 hours as required.	2	$100.00	$200.00
VPN	Our VPN (Virtual Private Network) add-on includes a routable static IP block, billed monthly per block. Each subscription provides one (1) fixed static IP address, which can be routed over any WAN connection at the site, including Starlink, 5G, or other networks. You can ensure that your data and communications are protected from unauthorized access and potential cyber threats. By encrypting your internet traffic and routing it through a remote server, our VPN service creates a secure tunnel, allowing your team to access sensitive information and resources in an office or remotely while maintaining the confidentiality and integrity of your data.	2	$50.00	$100.00
			Monthly Subscription	**$1,010.00**

One-Time Purchases

Item	Description	Quantity	Rate	Amount
Description	One Time Fees have been processed according to EST4675			
			One-Time Fees	**$0.00**

Subtotal	**$1,010.00**
Tax (%)	**$0.00**
Total	**$1,010.00**

Email
sales@fmcglobalsat.com

Phone
+19546780697

FMC GlobalSat, Inc.
1200 E Las Olas Blvd Suite 302
Fort Lauderdale FL 33301
United States

COMMERCIAL CONTRACT

Estimate #	EST5117
Date	10/14/2025
Expires	09/30/2027
PO #	

Bill To:
Town of Pembroke Park
3150 Sw 52nd ave
Pembroke Park FL 33023
United States

Ship To:
Town of Pembroke Park
3150 Sw 52nd ave
Pembroke Park FL 33023
United States

A. Terms of Your Order

1. Agreement
By accepting the fees and terms of this Commercial Contract ("Contract"), Customer also agrees to the terms and conditions of FMC GlobalSat, Inc.'s (FMC) Master Service Agreement and Terms & Conditions ("MSA"). The terms and conditions set forth in this Contract shall take precedence over the MSA for the provision of the FMC's services and equipment described herein. This Contract is non-cancellable and all fees are non-refundable, unless as otherwise explicitly stated in this Contract or in the MSA. FMC's full MSA terms and conditions are available at https://fmcglobalsat.com/terms.

2. Subscription Payment Terms
Due upon receipt

3. Subscription Payment Frequency
Monthly Billing

4. Currency
US Dollar

5. Proposal Expiration
09/30/2027

6. Shipping Terms
No Shipping

7. Overage Terms
Usage over paid subscription data plan will be billed at $3.50/GB

8. Contract Length
24 Months

9. Estimated Start Date
09/01/2025

10. Estimated End Date
09/30/2027

11. Additional Terms
a. Terms and Conditions apply – documentation provided separately.
b. Pricing quoted FOB Fort Lauderdale, exclude all import fees and taxes – incoterm 2010. This agreement is subject to a US CPI index adjustment on an annual basis at its anniversary date.
c. Managed network services can be provided on a $220.00 per hour
d. Customer further agrees to be named in any FMC promotional and marketing collateral.
e. The links FMC and other networks use to exchange data traffic may become congested at times and therefore end customers may experience congestion-based Management which may reduce data speeds and increase latency.
f. Satellite & Wireless network may be limited or geo-fenced subject to specific country local regulatory approval. Wireless network access shall be limited to Country A list.
g. This new agreement (EST5117) will replace and supersede any prior agreement (EST4675) between FMC and the Customer with terms of the previous contract remaining until the new agreement is signed by Customer.

Email
sales@fmcglobalsat.com

Phone
+19546780697

FMC GlobalSat, Inc.
1200 E Las Olas Blvd Suite 302
Fort Lauderdale FL 33301
United States

COMMERCIAL CONTRACT

Estimate #	EST5117
Date	10/14/2025
Expires	09/30/2027
PO #	

Bill To:
Town of Pembroke Park
3150 Sw 52nd ave
Pembroke Park FL 33023
United States

Ship To:
Town of Pembroke Park
3150 Sw 52nd ave
Pembroke Park FL 33023
United States

I AGREE TO THE FEES AND TERMS OF THIS ESTIMATE:

Print Name

Title

Company

Date

Upon your execution, this document is a binding order for the products and services set forth herein.

FMC GlobalSat, Inc. relies on the accuracy of the billing information listed above, and is unable to issue a Credit Memo or resubmit an invoice due to incorrect billing information listed. Please ensure your company name, addresses and contacts included on this document are correct.

Email
sales@fmcglobalsat.com

Phone
+19546780697

Sole Provider Statement

This letter certifies that FMC GlobalSat, Inc. is the exclusive provider of Starlink satellite communication services for the Town of Pembroke Park, located in Florida, as defined under the terms and conditions set forth in Commercial Contract number *EST4675*. The agreement shall be deemed in effect upon the signature of the customer, at which point all agreed terms and services become binding.

FMC GlobalSat shall serve as the sole provider for monthly data service provision, leased equipment and installation, technical configuration, and ongoing managed support of the connectivity infrastructure deployed under this agreement.

The full scope of services includes, but is not limited to:

- Provision of pooled data plans shared across two high-performance Starlink satellite terminals
- Integration of secure VPN connectivity and VoIP communication systems
- Round-the-clock technical assistance and customer support
- Physical installation, commissioning, and network activation, including equipment setup.

This Sole Provider status remains in effect for the duration of the contract term (24 months) and shall apply to all current and future deployments of FMC's Starlink-based connectivity solution within the Town of Pembroke Park portfolio, unless otherwise terminated in writing in accordance with the agreement's terms.

Sincerely,
FMC GlobalSat, Inc.
1200 E Las Olas Blvd, Suite 302
Fort Lauderdale, FL 33301
United States

Agenda Item Report

Subject:	Consideration and Approval of Furniture Purchase for the Third Floor Emergency Operations Center (EOC) and Waiting Area - IT Director Pakula RESOLUTION NO.: 2025-065 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPROVING THE PURCHASE OF FURNITURE FOR THE THIRD FLOOR EMERGENCY OPERATIONS CENTER (EOC) AND WAITING AREA; AUTHORIZING THE TOWN MANAGER TO EXECUTE NECESSARY PURCHASE AGREEMENTS; PROVIDING FOR A TOTAL COST OF $14,691.55 NOT TO EXCEED $16,000.00; LIMITING THE PURCHASE TO SPECIFIED ITEMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	To Approve items.
Background Information:	This is for the EOC Conference room and the outside waiting area. The Town is in the process of furnishing the third floor Emergency Operations Center (EOC) and adjacent waiting area to support emergency response coordination and provide a functional, comfortable space for staff and visitors. The proposed furniture purchase includes workstations, seating, and other necessary furnishings.
Staff Recommendations:	Purchasing the items listed.
Procurement:	This is part of the ARPA Funds
Financial Implications:	Total cost is $14,691.55 Not to exceed $16,000.00
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-065
ARPA FUNDS cover sheet Funature
Town of Pembroke Park_Waiting Are_Presentation
Town of Pembroke Park_Conference_Presentation_10.10.25

Estimate_OPTION 1
Florida State Contract
Town of Pembroke Park_Conference & Waiting Area_Estimate_10.10.25
Office furniture_Groupe Lacasse Contract
Office Furniture Warehouse_Cooperative contract

RESOLUTION NO. 2025-065

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPROVING THE PURCHASE OF FURNITURE FOR THE THIRD FLOOR EMERGENCY OPERATIONS CENTER (EOC) AND WAITING AREA; AUTHORIZING THE TOWN MANAGER TO EXECUTE NECESSARY PURCHASE AGREEMENTS; PROVIDING FOR A TOTAL COST OF $14,691.55 NOT TO EXCEED $16,000.00; LIMITING THE PURCHASE TO SPECIFIED ITEMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is furnishing the third floor Emergency Operations Center (EOC) and waiting area to support emergency management operations and provide a functional space for staff and visitors; and

WHEREAS, the proposed furniture purchase includes essential items such as workstations, chairs, and seating for the waiting area, as specifically listed in the attached quote; and

WHEREAS, the total cost of the listed items is $14,691.55, and the Town Council wishes to authorize a not-to-exceed amount of $16,000.00 to allow for any minor adjustments or delivery-related costs; and

WHEREAS, the Town affirms that only the items listed in the attached quote shall be purchased under this authorization.

NOW, THEREFORE, BE IT RESOLVED BY TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The Town Council hereby approves the purchase of furniture for the third floor EOC and waiting area, as listed in the attached quote.

Section 2. The Town Manager is authorized to execute any necessary purchase agreements or purchase orders to complete the acquisition, subject to legal review and budget availability.

Section 3. The total cost of the purchase shall not exceed $16,000.00, with the listed items totaling $14,691.55.

Section 4. Only the items specifically listed in the attached quote, marked as Exhibit A, shall be purchased under this authorization.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 7th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

3150 SW 52nd Avenue, Pembroke Park FL, 33023 Ph 954-966-6600, Fax

ARPA FUNDS INVOICE ALLOCATION FORM

PROJECT DATE: 12/5/25

VENDOR OFW Miami

AMOUNT 14691.55

Department Director Signature Mark Pakula Digitally signed by Mark Pakula Date: 2025.10.10 14:30:08 -04'00'

INDICATE NAME OF ARPA FUND RELATED EXPENSE

The following is based on the original Aleem ARPA list for the Town of Pembrooke Park.

ARPA FUND project name Restoration 3rd Floor & Emergency Operation Center

Infrastructure Repairs/Renovations

1. Paving Resurfacing Town Hall Parking
2. Amnesty/hardship Code Compliance homeowner assistance Program
3. Architectural Plan for 3rd Floor
4. Restoration 3rd Floor & Emergency Operation Center
5. Police Incentive Program
6. Portable Office Public Works & Installation
7. Public Services Emergency Stormwater/Waste Vac Equipment, Backhoe
8. AC Duct Repair/Tower Upgrades Town Hall Repair
9. Police Safety and/or dashcam equipment
10. Restoration/repair of all parks Equipment, Signage etc.
11. Restoration Parks & Recreation Community Building
12. Restoration of Town Hall Restrooms (ADA Compliance)

Operational Support Upgrades

- Police Equipment/Revised Badge -Paid
- Exterior Town Hall Renovations/Repairs
- Furnishing of 3rd Floor Renovations
- 3rd Floor Health/Life Safety Equipment
- Emergency Operating Center Equipment/Upgrades

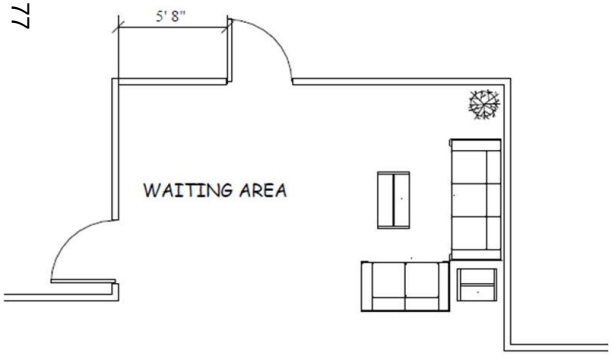


PROPOSAL FOR

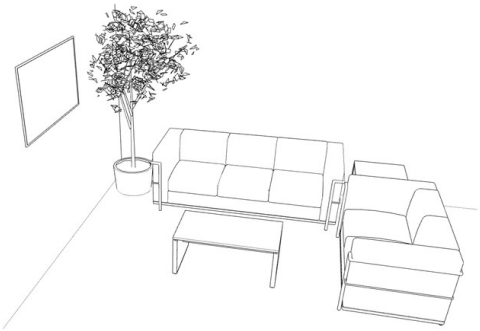
TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

Presented by Carolina Clayton.
Design/Sales Consultant

WAITING AREA OPTION 1









Coffee Table
24" x 47" x 20"
Item: VL-COFFEE-GL



End Table
24" x 24" x 20"
Item: VL-END-GL

Available **Finishes**



Oak | Mocha Walnut | Grey



ORTONA CLUB
37" x 29"



ORTONA LOVESEAT
55" x 29"



ORTONA SOFA
75" x 29"



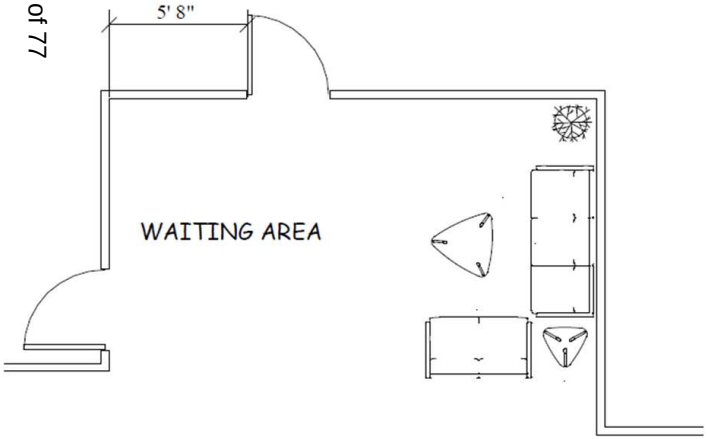


Presented by Carolina Clayton.
Design/Sales Consultant

Lead time: IN STOCK.

MIAMI
7265 NW 74th Street
Miami Florida 33166
305.266.4447

WAITING AREA OPTION 2







MIAMI
7265 NW 74th Street
Miami Florida 33166
305.266.4447

Presented by Carolina Clayton.
Design/Sales Consultant







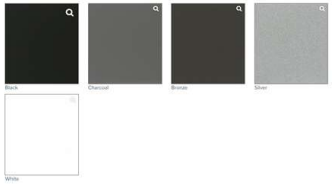




Finishes on Maple



Steel Finishes







Dillon - Grade I

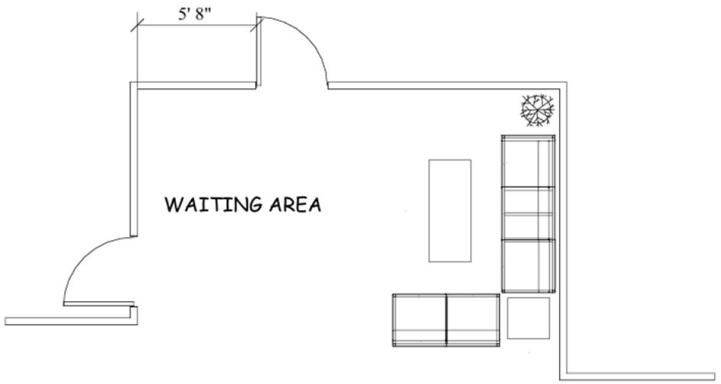
Flax	Nimbus	Williamsburg	Cordovan
Balsa	Baltic	Thunder	Lipstick
Safari	Sandy	Ocean	Brownstone
Tusk	Snow	Sage	Java
Stratus	Storm	Apple Green	Grape
Quarry	Graphite	Luggage	Bordeaux
Lucid	Iron	Straw	Chili
Steel	Black	Buff	Fiesta

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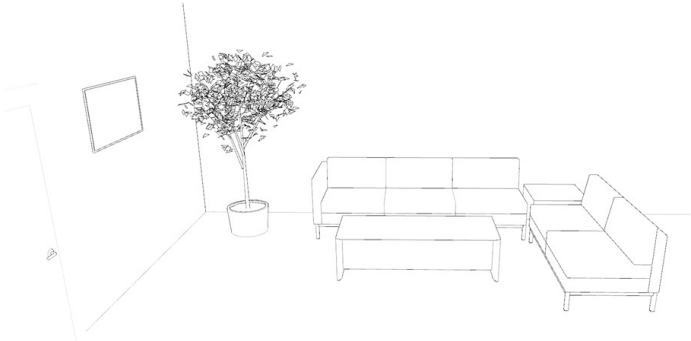
Lead time: 3-5 Weeks.

MIAMI
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Miami Florida 33166
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WAITING AREA
OPTION 3
FLORIDA STATE CONTRACT







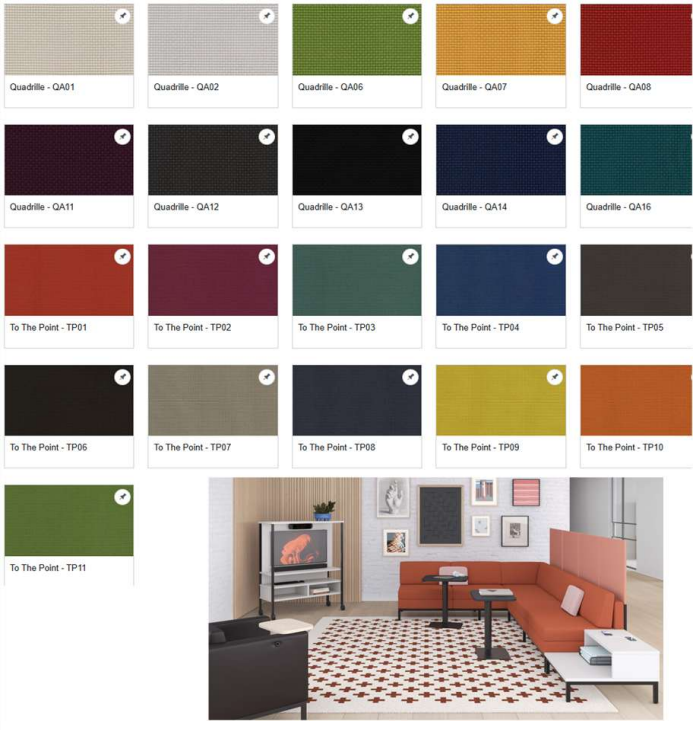
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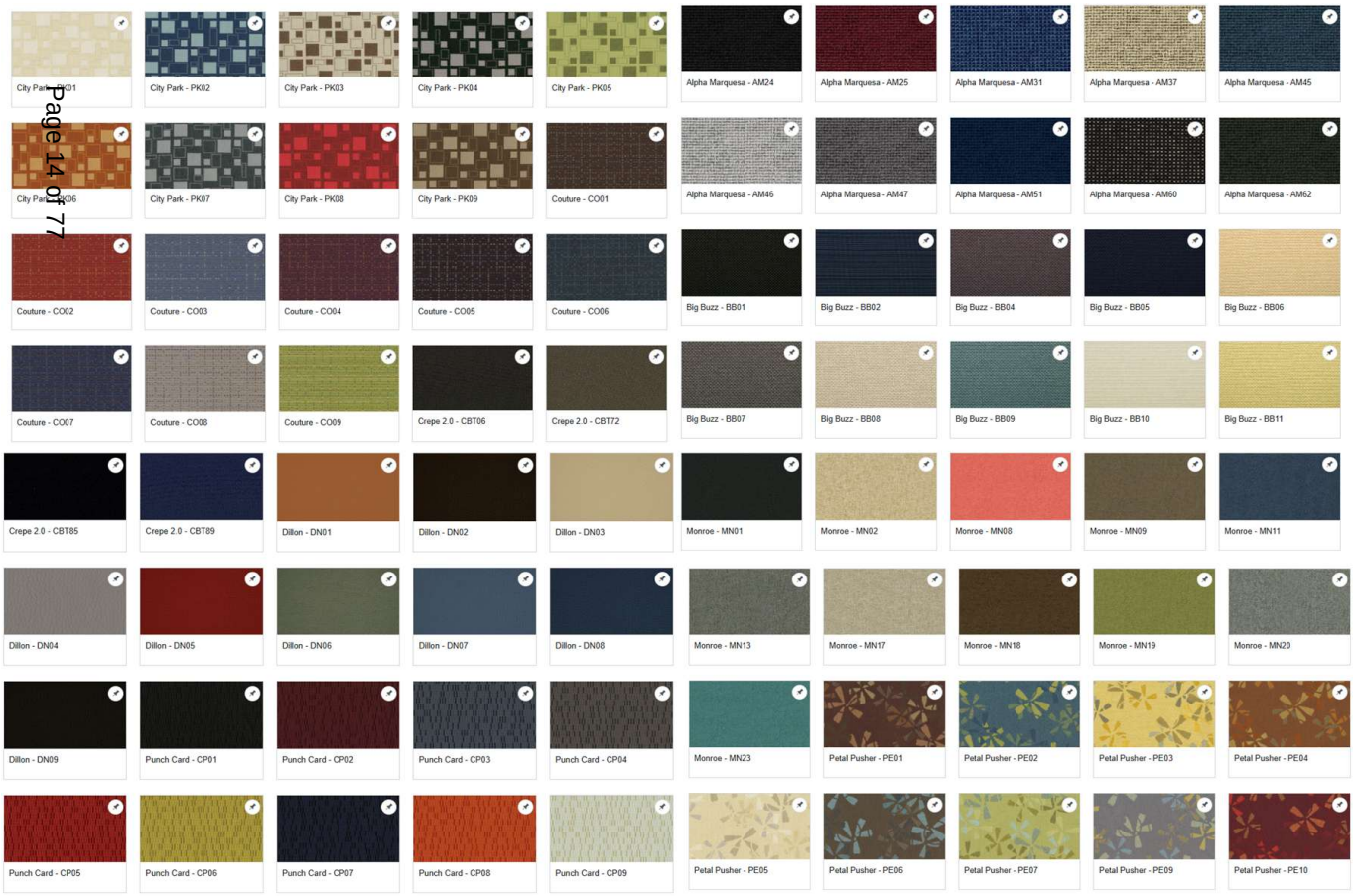




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Lead time: 6-8 Weeks.

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Furniture: Thermofused / High-Pressure Laminates

AIA - Acacia	ATH - Authentik Elm	BOR - Borealis	BUC - Bourbon Cherry	CCL - Classic Chocolate
CER - Cherry	ERH - Hard Rock Maple	FOS - Fossil	GAN - Anthracite Grey	HRG - Heritage
HZN - Hazelnut	KAR - Karoo	MPE - Maple	NCN - Crystal Black (Tops=n-recommended)	NGA - Niagara
RAS - Roots	SAH - Sahara	SLT - Salta	SNO - Snow	TOM - Totem
TWT - Tuscany Walnut	WGR - Willow Grey			

Presented by Carolina Clayton.
Design/Sales Consultant

Lead time: 3-5 Weeks.

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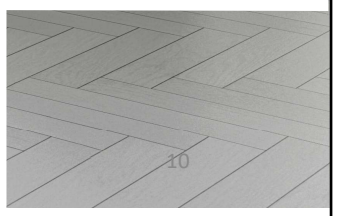
OFW

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Thank You





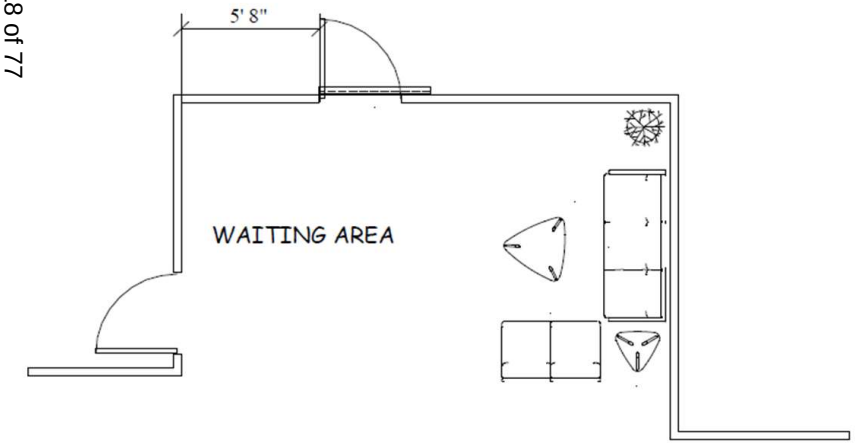


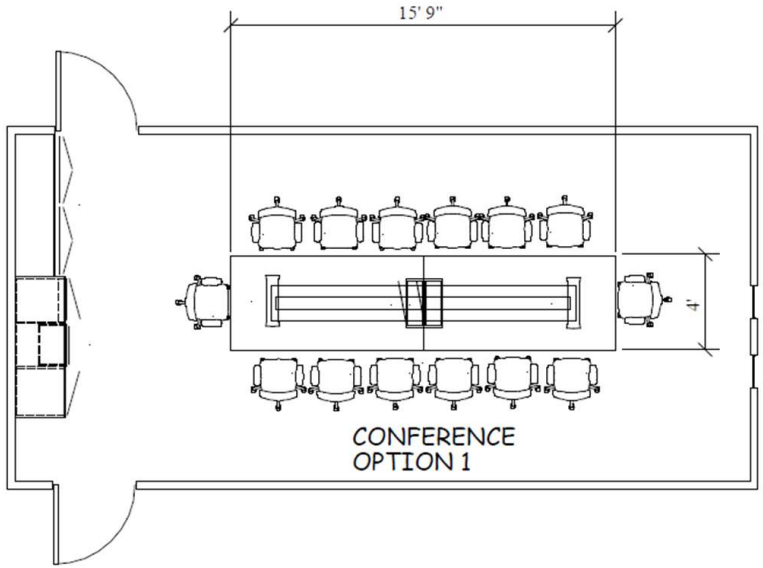


PROPOSAL FOR

TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

Presented by Carolina Clayton.
Design/Sales Consultant



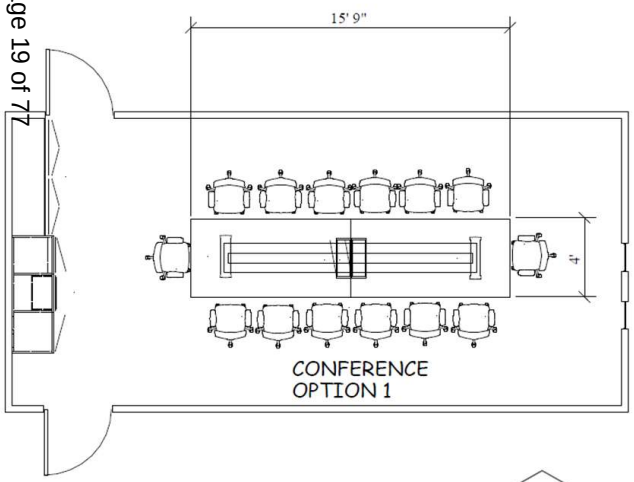


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305.266.4447

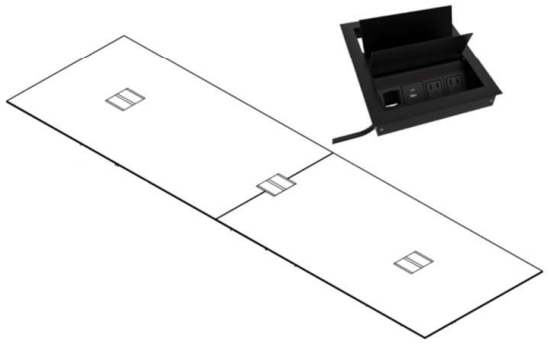
Presented by Carolina Clayton.
Design/Sales Consultant

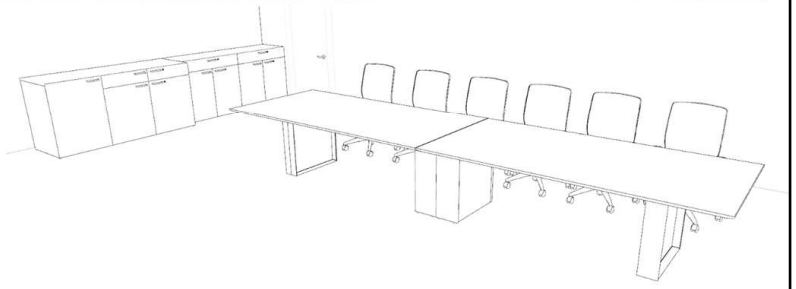
MIAMI

CONFERENCE









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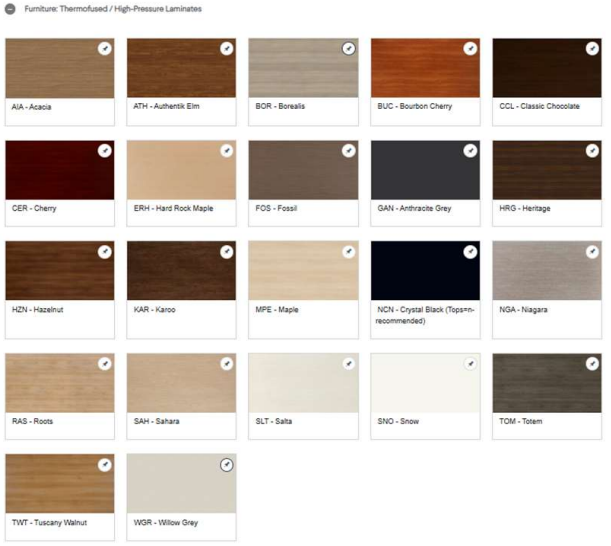


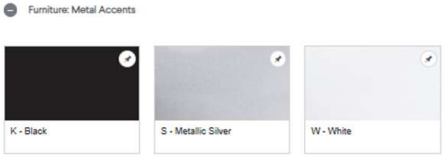












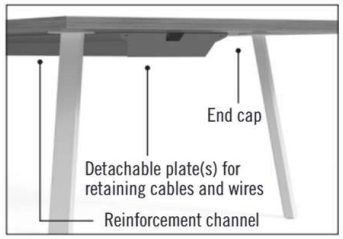
Presented by Carolina Clayton.
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Lead time:6-8 Weeks.

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Horizontal cable management



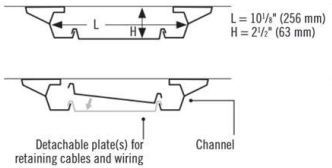
Channel length

Take into account with respect to shipping and handling at time of installation.

Work surface:	Channel:
144" (3600 mm)	105" L (2651 mm)
156" (3900 mm)	116" L (2951 mm)
168" (4200 mm)	128" L (3251 mm)
180" (4500 mm)	140" L (3551 mm)
192" (4800 mm)	152" L (3851 mm)

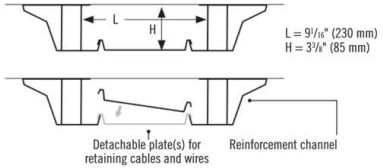
Channel

Included with electric height-adjustable tables, 2-level shared tables, and surfaces in 1, 2 or 3 sections that are specified with grommets or electrical/ communication module(s) and/or table center.



Reinforcement channel

Always included in work surfaces for long tables.















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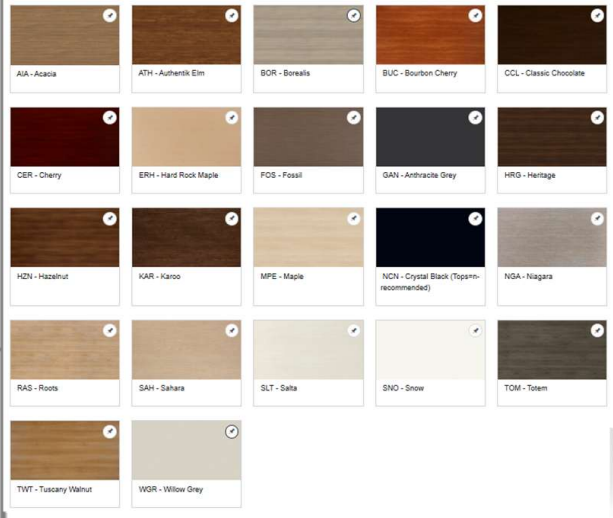
Presented by Carolina Clayton.
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MIAMI





Furniture: Thermofused / High-Pressure Laminates



Furniture: Metal Accents



COFFE STATION
- Refrigerator space
- Trash and recycling bins included
- Utensil tray included
- Back ventilation with grids
- Grommet on the back





Presented by Carolina Clayton.
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Lead time:6-8 Weeks.

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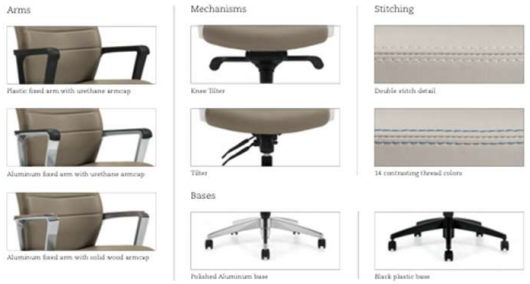












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Lead time: 6-8 WEEKS.

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Lead time: 6-8 WEEKS.

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Presented by Carolina Clayton.
Design/Sales Consultant

Lead time: 6-8 WEEKS.

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- Light gray leather front/Dark gray faux leather back*
- Knee tilt with multi-position lock
- Free-floats in unlocked position
- Tilt tension adjustment
- Aluminum arms and base
- Also available in two-tone latte and all black*





Presented by Carolina Clayton.
Design/Sales Consultant

Lead time: 6-8 WEEKS.

MIAMI
7265 NW 74th Street
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- Light gray leather front/Dark gray faux leather back*
- Knee tilt with multi-position lock
- Free-floats in unlocked position
- Tilt tension adjustment
- Aluminum arms and base
- Also available in two-tone latte and all black*





Presented by Carolina Clayton.
Design/Sales Consultant

Lead time: 6-8 WEEKS.

MIAMI
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- Taupe faux leather
- Swivel with auto return
- Also available in brown and black*





Presented by Carolina Clayton.
Design/Sales Consultant

Lead time: 6-8 WEEKS.

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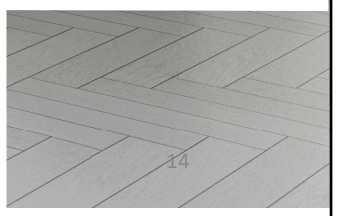
OFW

MIAMI
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Miami Florida 33166
305.266.4447

Thank You







OFFICE FURNITURE WAREHOUSE

SOLD TO:

3411 NW 72nd Avenue Miami Florida, 33122
Tel: 305.266.4447 Fax: 304.477.2821

SHIP TO:

Prepared by
Unknown

,
P: , F:

Fri Oct 10 12:30:06 2025

,

Item	Color	Mfg	Qty	Tag	Part Number	Part Description	Sell	Ext Sell
1		OFW	1	OPTION 1	Ortona-LS-BK	Ortona Series Love Seat. Black	$ 799.99	$ 799.99
2		OFW	1	OPTION 1	Ortona-SF-BK	Ortona Series Sofa. Black	$ 1,099.99	$ 1,099.99
3		OFW	1	OPTION 1	VL-END-GL	End Table with Glass Top	$ 329.99	$ 329.99
4		OFW	1	OPTION 1	VL-COFFEE-GL	Coffee Table with Glass Top	$ 369.99	$ 369.99
sub						Subtotal		$ 2,598.97
5		OFW	1	Z-Services	OFWREG	Delivery, Installation and Off-Site Trash Removal Regular Business Hours - MON thru FRI 8am -5pm Building Restriction may incurr additional charges Non-Split Delivery	$ 275.00	$ 275.00
						Grand Total		**$ 2,874.96**

Approved By Initialing Page 31 of 77

TOWN OF PEMBROKE PARK_WAITING AREA_Estimate_10.10.25.visual.sp4

Groupe Lacasse Contract: FLORIDA

FLORIDA STATE CONTRACT

Contract Name: **Furniture, All Types (Alternate Contract Source)**

Contract Number: **56120000-24-NY-ACS**

Effective Date: **January 10, 2024 - December 1, 2028**

Website: https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/furniture_all_types

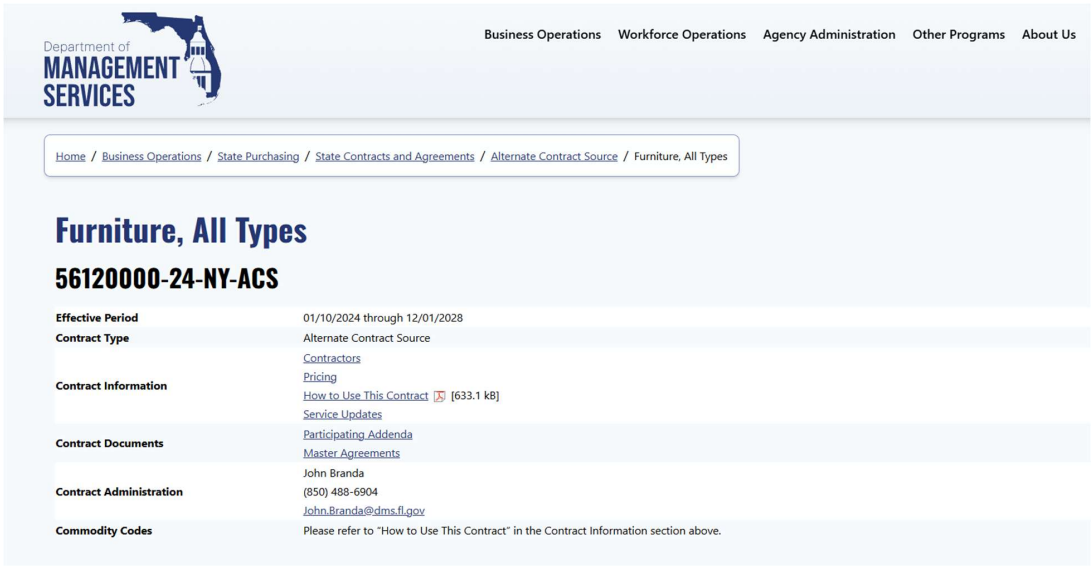
PRICING AND BILLING

Freight: **Landed,** small order fee for orders under $1K net

Billing: **State Agencies Direct** (For detailed ordering info, please scroll down to the **Documents** download section)

AUTHORIZED DEALERS (GROUPE LACASSE BRANDS)

- OFDC Commercial Interiors - Ft. Myers
- OFDC Commercial Interiors - Sarasota
- Office Furniture Depot
- Office Furniture Warehouse - Miami
- Office Furniture Warehouse - Ft. Lauderdale
- Perdue, Inc. - Jacksonville
- Perdue, inc. - Tallahassee
- Staples Furniture Solutions



Department of MANAGEMENT SERVICES

Business Operations | Workforce Operations | Agency Administration | Other Programs | About Us

Home / Business Operations / State Purchasing / State Contracts and Agreements / Alternate Contract Source / Furniture, All Types

Furniture, All Types

56120000-24-NY-ACS

Effective Period	01/10/2024 through 12/01/2028
Contract Type	Alternate Contract Source
Contract Information	Contractors Pricing How to Use This Contract [633.1 kB] Service Updates
Contract Documents	Participating Addenda Master Agreements
Contract Administration	John Branda (850) 488-6904 John.Branda@dms.fl.gov
Commodity Codes	Please refer to "How to Use This Contract" in the Contract Information section above.

Contractors

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
9to5 Seating LLC	A - Non-Minority	No	No	Yes	Statewide
Affordable Interior Systems, Inc.	A - Non-Minority	No	No	Yes	Statewide
Agati, Inc.	A - Non-Minority	No	No	Yes	Statewide
Allied Plastics, Inc.	A - Non-Minority	No	No	Yes	Statewide
Allseating Corporation	A - Non-Minority	No	No	Yes	Statewide
Allsteel LLC	A - Non-Minority	No	No	Yes	Statewide
Arcadia Chair Company	A - Non-Minority	No	No	Yes	Statewide
Artopex, Inc.	A - Non-Minority	No	No	Yes	Statewide

ASSA Group, Inc.	A - Non-Minority	No	No	No	Statewide
Aurora Storage Products, Inc.	A - Non-Minority	No	No	Yes	Statewide
BioFit Engineering Products LP	A - Non-Minority	No	No	Yes	Statewide
Blockhouse Company, Inc.	A - Non-Minority	No	No	No	Statewide
DARRAN Furniture Industries, Inc.	A - Non-Minority	No	No	Yes	Statewide
Ecologic Industries, LLC	A - Non-Minority	No	No	No	Statewide
Ergonom Corporation	A - Non-Minority	No	No	Yes	Statewide
Exemplis LLC	A - Non-Minority	No	No	Yes	Statewide
Fellowes, Inc.	A - Non-Minority	No	No	Yes	Statewide
Fleetwood Group, Inc.	A - Non-Minority	No	No	Yes	Statewide
Groupe Lacasse LLC	A - Non-Minority	No	No	Yes	Statewide
Haworth, Inc.	A - Non-Minority	No	No	Yes	Statewide
Hertz Furniture Systems, LLC	A - Non-Minority	No	No	Yes	Statewide
High Point Furniture Industries, Inc.	A - Non-Minority	No	No	Yes	Statewide
Humanscale Corporation	A - Non-Minority	No	No	Yes	Statewide
Indiana Furniture Industries, Inc.	A - Non-Minority	No	No	Yes	Statewide
Integra, Inc.	A - Non-Minority	No	No	Yes	Statewide
Jasper Seating Company, Inc.	A - Non-Minority	No	No	Yes	Statewide
John Savoy & Son, Inc., dba Savoy Contract Furniture	A - Non-Minority	No	No	No	Statewide
Keilhauer Ltd	A - Non-Minority	No	No	Yes	Statewide

Kimball International Brands, Inc.	A - Non-Minority	No	No	Yes	Statewide
KNU D/B/A La-Z-Boy Contract Furniture	A - Non-Minority	No	No	Yes	Statewide
Krueger International, Inc.	A - Non-Minority	No	No	Yes	Statewide
Krug, Inc.	A - Non-Minority	No	No	No	Statewide
MillerKnoll, Inc.	A - Non-Minority	No	No	Yes	Statewide
Modu Form, Inc.	A - Non-Minority	No	No	Yes	Statewide
MooreCo, Inc.	A - Non-Minority	No	No	Yes	Statewide
New England Woodcraft, Inc	A - Non-Minority	No	No	No	Statewide
Nightingale Corp.	0 - Not Specified	No	No	Yes	Statewide
Norix Group, Inc.	A - Non-Minority	No	No	Yes	Statewide
Office Master, Inc.	A - Non-Minority	No	No	Yes	Statewide

OFS Brands, Inc.	A - Non-Minority	No	No	Yes	Statewide
Sauder Manufacturing Co. D/B/A Wieland, Sauder Education, Butler Human Services	A - Non-Minority	No	No	Yes	Statewide
Sedia Systems, Inc.	A - Non-Minority	No	No	No	Statewide
Series USA, LLC	A - Non-Minority	No	No	No	Statewide
Spec Furniture, Inc.	A - Non-Minority	No	No	Yes	Statewide
SPECIAL-T, LLC	A - Non-Minority	No	No	Yes	Statewide
Steelcase, Inc.	A - Non-Minority	No	No	Yes	Statewide
Teknion, LLC	A - Non-Minority	No	No	Yes	Statewide
The HON Company, LLC.	A - Non-Minority	No	No	Yes	Statewide
Trinity Furniture, Inc.	A - Non-Minority	No	No	Yes	Statewide
Via, Inc.	A - Non-Minority	No	No	Yes	Statewide
VS America, Inc.	A - Non-Minority	No	No	Yes	Statewide
Workrite Ergonomics Canada, Inc.	A - Non-Minority	No	No	Yes	Statewide

OFFICE FURNITURE WAREHOUSE

SOLD TO:

3411 NW 72nd Avenue Miami Florida, 33122
Tel: 305.266.4447 Fax: 304.477.2821

SHIP TO:

Prepared by
Unknown

,
P: , F:

Fri Oct 10 13:46:04 2025

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Item	Color	Mfg	Qty	Tag	Part Number	Part Description	Sell	Ext Sell
1		GRP	1	CONFERENCE	ST5KNN-RCP48192	LONG RANGE RECTANGULAR TOP - 1-1/2" thermofused lam w/knife edge, matching edge color, 48x192 **SPE164324***	$ 1,858.63	$ 1,858.63
						48"D X 192"W 1.5" TFL KNIFE EDGE 3 CUTOUTS FOR CUSTOMER'S OWN POWERS MODULE CABLE MANAGEMENT INCLUDED MUST BE INSTALLED ON 3 LEG KITS OR BASES SOLD SEPARATELY SEE CUSTOMER'S DRAWING FOR CUT-OUT PLACEMENT CUT OUT DIMENSIONS: 9 13/16" x 8"		
					FINISH COLOR	TBD		
2		BYR	3	CONFERENCE	BE02511-E2X-2-2Z09UA C1/UAC1120	POWER & DATA: 2 POWER-1USB-A+C-1OPEN (x2) Black/Cord Lenght: 120"	$ 718.00	$ 2,154.00
						BLACK		
3		BYR	3	CONFERENCE	BE03655-C	ACCESORY KIT (12 PACK) -B LACK	$ 53.00	$ 159.00
						BLACK		
4		GRP	1	CONFERENCE	STNNNN-LB1524WM	LAMINATE BASE, WITH CABLE MGMT, 24X15**SPE164324***	$ 447.72	$ 447.72
					FINISH COLOR	Wood Grain: Totem		
5		GRP	2	CONFERENCE	TNNNK-UCB24	U-COMBINED BASE, BLACK ACCENT, 24"	$ 311.40	$ 622.80
					FINISH COLOR	TBD		
6		GRP	1	CONFERENCE	T1NNS-257236DUB	BOOKCASE CRED WITH FRIDGE LEFT, SILVER HNDL	$ 1,551.49	$ 1,551.49
					(2)	Two-Tone		
					FINISH COLOR	TBD		
					FINISH COLOR	TBD		
7		GRP	1	CONFERENCE	T1NNS-207236UB	BOOKCASE CRED W/DOORS AND DRAWERS, SILVER HNDL, 36"	$ 1,372.99	$ 1,372.99
					(2)	Two-Tone		
					FINISH COLOR	TBD		
					FINISH COLOR	TBD		
sub						Subtotal		$ 8,166.63
8		OFW	1	OPTION 1	Ortona-LS-BK	Ortona Series Love Seat. Black	$ 799.99	$ 799.99
9		OFW	1	OPTION 1	Ortona-SF-BK	Ortona Series Sofa. Black	$ 1,099.99	$ 1,099.99
10		OFW	1	OPTION 1	VL-END-GL	End Table with Glass Top	$ 329.99	$ 329.99
11		OFW	1	OPTION 1	VL-COFFEE-GL	Coffee Table with Glass Top	$ 369.99	$ 369.99
sub						Subtotal		$ 2,599.96
12		OFW	1	Z-Services	OFWDES	Planning & Design Services	$ 525.00	$ 525.00
13		OFW	1	Z-Services	OFWREG	Delivery, Installation and Off-Site Trash Removal	$ 525.00	$ 525.00
						Regular Business Hours - MON thru FRI 8am -5pm Building Restriction may incurr additional charges Non-Split Delivery		
						Grand Total		$ 11,816.59

Approved By Initialing Page 37 of 77

Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types

This Alternate Contract Source No. 56120000-24-NY-ACS Furniture, All Types (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Groupe Lacasse LLC (Contractor), located at 222 Merchandise Mart Plaza, Suite 1000, Chicago, IL 60654 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of New York, Office of General Services, competitively procured Group 20915 Furniture, All Types (except Hospital Room and Patient Handling), and awarded Contract No. PC70204, Furniture, All Types (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

The Master Contract became effective December 5, 2023, and its term currently ends on December 1, 2028. The Master Contract has up to five years of renewals available. The Contract will become effective on June 1, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on December 1, 2028 unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

2. **Order of Precedence.**

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by

reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This Contract document
b) Exhibit A: Additional Special Contract Conditions (Florida)
c) Exhibit B: Special Contract Conditions (Florida)
d) Exhibit C: Price Sheet
e) Exhibit D: Preferred Pricing Affidavit
f) Exhibit E: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:
Corrina Azard
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 410-0978
Email: Corrina.Azard@dms.fl.gov

Contractor's Contract Manager:
Ben Wagenmaker
Groupe Lacasse LLC
222 Merchandise Mart Plaza, Suite 1000
Chicago, IL 60654
Telephone: (888) 522-2773 ext. 1142
Email: ben.w@groupelacasse.com

Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

GROUPE LACASSE LLC

DocuSigned by:
Ben Wagenmaker
6B127DAB8E864FD...

Ben Wagenmaker, Contract Administrator

6/13/2024 | 3:19 PM EDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C3471382941994B5...

Pedro Allende, Secretary

6/18/2024 | 9:09 PM EDT

Date:



EXHIBIT A
ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. All Contractor's Florida Resellers authorized to provide commodities under this ACS can be found on the Department's contract website. The Resellers are approved to provide sales and service support to State of Florida Customers. Contractors may request to add/delete Resellers to the ACS on a quarterly basis, by the 15th of each month listed: January, April, July, October of each year. Contractors must receive written approval from the Department prior to adding Resellers to this ACS.

D. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.

E. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

F. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products

awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

G. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and

submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

H. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

I. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

   a. Contract compliance
   b. Contract savings (in dollar amount and cost avoidance)
   c. Spend reports by Customer
   d. Recommendations for improved compliance and performance

J. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their

specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the

public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-15958.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at:
http://www.flrules.org/Gateway/reference.asp?No=Ref-14614.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

Exhibit B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION. 2

SECTION 2. CONTRACT TERM AND TERMINATION. 2

SECTION 3. PAYMENT AND FEES. 3

SECTION 4. CONTRACT MANAGEMENT. 4

SECTION 5. COMPLIANCE WITH LAWS. 6

SECTION 6. MISCELLANEOUS. 7

SECTION 7. LIABILITY AND INSURANCE 9

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY 10

SECTION 9. DATA SECURITY. 12

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS. 13

SECTION 11. CONTRACT MONITORING. 14

SECTION 12. CONTRACT AUDITS. 15

SECTION 13. BACKGROUND SCREENING AND SECURITY. 16

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM 17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
OFFICE FURNITURE WAREHOUSE

THIS AGREEMENT is entered into on_____, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL ("Town") and Office Furniture Warehouse, a corporation authorized to do business in the State of Florida, with principal office located at 2099 West Atlantic Boulevard, Pompano Beach, FL 33069 ("Contractor"). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the State of Florida Department of Management Services ("DMS") Cooperative Purchasing Program: Contract Number 56120000-24-NY-ACS ("Purchasing Contract") attached hereto as Exhibit A and the Contractor's proposal submitted to the Town (the "Proposal") attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A, Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.

2. Upon execution of this Agreement, all references made to DMS, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "Town of Pembroke Park" and "Town of Pembroke Park Town Commission."

3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.

4. Contract Sum and Payments:

   The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

5. **Insurance: In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:**

a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.

b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

d. The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

f. The minimum limits of coverage shall be $1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.

h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.

i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance.

Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

   a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

   b. 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.

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

   d. The Town and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the Town and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Town's and the Contractor's responsibility to indemnify.

   e. Town 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 under the indemnification agreement.

   f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

   Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

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

   b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the 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.

9. Public Records

   A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

   1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

   2. Upon request by Town's records custodian, provide Town with a copy of 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.

   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

   4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been

delivered to Town upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

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

14. Governing law and venue:

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

15. Signatory Authority:

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

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise

accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

TOWN

David Lynch, Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
dlynch@tppfl.gov

With a copy to Town Attorney at the following address:

Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
jhorowitz@gorencherof.com

CONTRACTOR

Carolina Clayton, Sales & Design Consultant
Office Furniture Warehouse
Telephone No. (305) 266-4447
cclayton@ofwfl.com

Scrutinized Companies:

a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies

with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

20.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONTRACTOR or consultant.

20.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.3"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke

Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida municipal corporation

BY: _____
Geoffrey Jacobs, Mayor

ATTEST:

BY: _____
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

_____

_____
Print name

_____

_____
Print name

OFFICE FURNITURE WAREHOUSE

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF_____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of Office Furniture Warehouse, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of_____, as _____ of Office Furniture Warehouse and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid

this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

EXHIBIT A

STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES COOPERATIVE PURCHASING PROGRAM

(CONTRACT # 56120000-24-NY-ACS)

EXHIBIT B

Proposal

Agenda Item Report

Subject:	Consideration and approval to Hire a Traffic Infraction Enforcement Officer as an Independent Contractor -Chief DeCoursey RESOLUTION NO.: 2025-066 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH JOHN WILSON TO SERVE AS TRAFFIC INFRACTION ENFORCEMENT OFFICER AS AN INDEPENDENT CONTRACTOR, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	The Town seeks to enhance traffic safety and enforcement by hiring a Traffic Infraction Enforcement Officer. This position will be filled by an independent contractor responsible for monitoring and enforcing traffic violations. The contractor will work on a part-time basis, with an estimated minimum annual cost of $38,400.00, subject to budget availability and contract terms.
Staff Recommendations:	Staff recommends approval to hire a qualified individual as an independent contractor to serve as the Town's Traffic Infraction Enforcement Officer.
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-066
Agmt (Independent Contractor - John Wilson

RESOLUTION NO. 2025-066

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH JOHN WILSON TO SERVE AS TRAFFIC INFRACTION ENFORCEMENT OFFICER AS AN INDEPENDENT CONTRACTOR, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town recognizes the need to enhance traffic safety and enforcement within its jurisdiction; and

WHEREAS, the Town has identified the need for a Traffic Infraction Enforcement Officer to monitor and enforce traffic violations, including school zone infractions; and

WHEREAS, John Wilson has been selected to serve in this role as an independent contractor based on his qualifications and experience; and

WHEREAS, the proposed agreement, attached hereto as Exhibit A, outlines the terms of service, with a minimum annual cost of approximately $38,400.00, subject to budget availability and legal review.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, THAT:

Section 1: The Town Commission hereby approves the hiring of John Wilson as an independent contractor to serve as the Town's Traffic Infraction Enforcement Officer.

Section 2: The Town Manager is authorized to execute the agreement attached hereto as **Exhibit A**, and to take all necessary actions to implement the terms of the agreement.

Section 3. The cost of this contract, estimated at a minimum of $38,400.00 annually, shall be funded through the appropriate departmental budget.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 7th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Exhibit A

INDEPENDENT CONTRACTOR AGREEMENT

THIS IS AN AGREEMENT, made this ____ day of _____, 2025, by and between:

Town of Pembroke Park, a municipal corporation of the State of Florida with a business address of **3150 S.W. 52nd Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")
and

JOHN M. WILSON, an individual with a principal address of 1404 Kinnard Circle, Ormond Beach, FL 32174 hereinafter referred to as "CONTRACTOR". TOWN and CONTRACTOR may hereinafter collectively be referred to as the "PARTIES".

W I T N E S S E T H:

WHEREAS, the TOWN desires to utilize the services of an independent contractor to provide services as Traffic Infraction Enforcement Officer and related services, as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, the CONTRACTOR possesses specific skills, expertise, experience and knowledge necessary to provide the TOWN with the Services; and

WHEREAS, the TOWN deems it to be in the best interest of the TOWN to enter into this Agreement with the CONTRACTOR for the Services.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the TOWN and CONTRACTOR as follows:

1. Services; Responsibilities, and Time for Performance. CONTRACTOR agrees to provide the Services, as more particularly described in the "Scope of Services," which is attached to this Agreement as **Exhibit "A,"** and incorporated herein by reference.

   1.1 CONTRACTOR shall furnish all services, labor, and materials necessary and as may be required in the performance of this Agreement. The CONTRACTOR shall perform all of its obligations pursuant to this Agreement in a professional and timely manner.

   1.2 CONTRACTOR hereby represents to the TOWN, with full knowledge that the TOWN 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. Compensation and Method of Payment. CONTRACTOR has agreed to provide the Scope of Services to the TOWN for an hourly rate of forty dollars and 00/100 ($40.00/hr). The CONTRACTOR shall provide monthly invoices detailing the work performed, which shall

include, but not be limited to, the date of services rendered and number of hours for each service performed. The TOWN shall pay CONTRACTOR within thirty (30) days of receipt of an invoice documenting the services provided by CONTRACTOR pursuant to this Agreement, and the completion to the sole and absolute discretion of the TOWN.

The TOWN shall not be responsible for any additional costs, fees, or expenses unless the TOWN executes a written amendment to this Agreement that provides for any consideration to be paid by the TOWN.

3. Term and Termination. This Agreement shall take effect upon full execution by both Parties and shall continue until terminate by either party pursuant to this section.

This Agreement may be terminated by either party for cause, or by the TOWN for convenience, upon thirty (30) days written notice by the TOWN to CONTRACTOR. Upon termination by TOWN, CONTRACTOR shall cease all work performed hereunder and TOWN shall pay to CONTRACTOR any earned and unpaid portion of the compensation due CONTRACTOR. Upon payment of any compensation due CONTRACTOR, all documents, drawings, programs, databases, and work products developed or produced under this Agreement shall be furnished to the TOWN upon termination.

4. Indemnification. The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the TOWN, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the error, omission, negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in the Services provided, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in this indemnity.

5. 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 TOWN'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. The CONTRACTOR agrees that it is a separate and independent enterprise from the TOWN, 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 TOWN and the TOWN will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

6. Assignments; Amendments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of TOWN. For purposes of this Agreement any sale or transfer of assets, stocks or worth of CONTRACTOR shall be deemed a prohibited assignment and will result in the automatic termination of this Agreement. However, this Agreement shall run to the TOWN and its successors and assigns.

7. The CONTRACTOR warrants that its services are to be performed within the limits prescribed by the TOWN with the usual thoroughness and competence of its trade.

8. Attorney's Fees. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

10. Venue. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

11. Severability. If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

12. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For TOWN: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023
Telephone: (954) 966-4600

Copy to: Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

For Contractor: John M. Wilson
1404 Kinnard Circle

Ormond Beach, FL 32174
Telephone: (954) 931-2149

13. Public Records. CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:

13.1 Keep and maintain public records required by the TOWN to perform the service.

13.2 Upon request from the TOWN's custodian of public records, provide the TOWN 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 this chapter or as otherwise provided by law.

13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.

13.4 Upon completion of this Agreement, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the TOWN upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

TOWN CLERK
3150 S.W. 52nd AVENUE
PEMBROKE PARK, FL 33023
(954) 966-4600
townclerk@tppfl.gov

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

14. Certification and Scrutinized Company Requirements. The TOWN shall have the option to terminate this Agreement if CONTRACTOR:

14.1 Is found to have submitted a false certification as provided under section 287.135 (5) Florida Statutes;
14.2 Has been placed on the Scrutinized Companies that Boycott Israel List;
14.3 Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
14.4 Has been engaged in business operations in Cuba or Syria.

15. Patriot Act Requirements. Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to this Agreement. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

16. Default. In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the TOWN may declare the CONTRACTOR in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed five (5) calendar days unless otherwise agreed to by the parties. In such event, the CONTRACTOR shall only be compensated for any services completed as of the date written notice of default is served. Furthermore, the amount of compensation to the CONTRACTOR in the event of default, shall be determined by deducting any additional costs, charges and/or damages incurred by the TOWN due to the CONTRACTOR'S default.

17. Acceptance of Agreement. Execution of this Agreement by both parties signifies agreement with all the terms and conditions and serves as a notice to proceed.

18. To the extent there is any conflict between the terms and conditions of this Agreement and any Exhibit to the Agreement, the terms of this Agreement shall control.

19 Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company

All persons (including subvendors/subconsultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the TOWN. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the

contract with the TOWN; and

The CONTRACTOR shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS WHEREOF, the TOWN, and _____ have hereunto set its hand the day and year above written.

TOWN OF PEMBROKE PARK

_____
Geoffrey Jacobs, Mayor

ATTEST:

_____
Name: _____

APPROVED AS TO FORM:

_____
Jacob Horowitz, Town Attorney

CONTRACTOR:

_____

By: _____
Print:_____

ATTEST:

_____
Print Name: _____
Title: _____

STATE OF FLORIDA)
)ss:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ by _____, an individual who is personally known to me or ___ has produced _____ as identification.

_____
Signature

_____
Name and Title

_____
Commission Number

EXHIBIT "A"

SCOPE OF SERVICES

NATURE OF WORK:

Performs technical, administrative, operational, and field work supporting law enforcement functions. Work involves responding to a wide variety of non-emergency calls requiring a law enforcement response but not requiring the presence of a certified law enforcement official. Individuals in this classification also review, process, and document violations captured by the Town's Automated School Zone Speed Enforcement Program. Individuals on this classification have no arrest powers. Work is performed under general supervision with limited latitude in the use of initiative and independent judgment.

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

Automated School Zone Speed Enforcement Program

- Reviews, validates, and processes violations captured by automated speed enforcement cameras.
- Ensures photo and video evidence packages meet evidentiary standards.
- Coordinates with program vendors (e.g. Blueline Solutions) regarding calibration, accuracy, and technical issues.
- Prepares and submits documentation for adjudication, including hearing packets and subpoenas.
- Provides sworn testimony in court or hearings regarding traffic crash investigations, automated enforcement operations, or evidentiary reliability.
- Tracks program statistics and outcomes (warnings, dismissals, citation volumes, revenue) and prepares periodic reports for leadership and the Town Commission.
- Maintains compliance with applicable laws, ordinances, and policies governing traffic enforcement.
- Florida Law Enforcement Certification (active or retired) or equivalent traffic enforcement experience.

Agenda Item Report

Subject:	South Florida Business & Wealth's 2025 Apogee Awards Gala Honoring Mayor Jacobs - Town Manager Lynch RESOLUTION NO.: 2025-067 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPROVING SPONSORSHIP OF THE 2025 SFBW APOGEE AWARDS IN THE AMOUNT OF FOUR THOUSAND FIVE HUNDRED ($4,500) AND RECOGNIZING THE SELECTION OF MAYOR GEOFFREY JACOBS AS AN HONOREE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No.: 2025-066
2829_001

RESOLUTION NO. 2025-067

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPROVING SPONSORSHIP OF THE 2025 SFBW APOGEE AWARDS IN THE AMOUNT OF FOUR THOUSAND FIVE HUNDRED ($4,500) AND RECOGNIZING THE SELECTION OF MAYOR GEOFFREY JACOBS AS AN HONOREE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the South Florida Business & Wealth (SFBW) Apogee Awards honor outstanding C-suite executives for their leadership, performance, and contributions to the community; and

WHEREAS, Mayor Geoffrey Jacobs of the Town of Pembroke Park has been selected as a 2025 Apogee Awards honoree in recognition of their exemplary public service and leadership; and

WHEREAS, the Town Commission wishes to acknowledge this prestigious recognition and support the event through sponsorship; and

WHEREAS, the Town Commission finds that sponsoring the 2025 SFBW Apogee Awards in the amount of Four Thousand Five Hundred Dollars ($4,500) is in the best interest of the Town and its commitment to civic leadership and regional engagement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The Town Commission hereby approves a sponsorship in the amount of $4,500 for the 2025 SFBW Apogee Awards.

Section 2. The Town Commission formally recognizes and congratulates Mayor Geoffrey Jacobs on being selected as an honoree for the 2025 Apogee Awards.

Section 3. The Town Manager or their designee is authorized to take all necessary actions to effectuate this sponsorship.

PASSED AND ADOPTED this 7th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney


SFBW
APOGEE
AWARDS
2025
Congratulations!
You have been selected as an honoree for South Florida Business & Wealth's 2025 Apogee Awards. It is our distinct privilege to recognize you as one of South Florida's most distinguished C-Suite professionals.
The Apogee Awards, created by SFBW magazine, celebrate outstanding C-Suite leaders across Miami-Dade, Broward, and Palm Beach whose dedication to their industries and communities sets them apart.
We will celebrate your achievements at a live awards ceremony:
Wednesday, November 19th, 2025
The Venue
2345 Wilton Dr.
Fort Lauderdale, FL 33305
11:30 a.m. – 1:30 p.m.
VIP Honoree Celebration begins at 11:00 a.m.
As an honoree, you will also be featured in SFBW magazine and online.
Click HERE TO ACCEPT to accept this recognition and register for your one complimentary ticket to attend the event. Again, congratulations and we look forward to seeing you in November!
Sincerely,
Kim Sarni
Kim Sarni, Managing Director
PRESENTING SPONSOR:
Nicklaus Children's
Where Your Child Matters Most
Page 4 of 4

Agenda Item Report

Subject:	Motion of Approval of Town Hall Exterior Lighting Project Using ARPA Funds - Public Works Director Odoms RESOLUTION NO: 2025-068 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE TOWN HALL EXTERIOR LIGHTING PROJECT FUNDED THROUGH THE AMERICAN RESCUE PLAN ACT (ARPA); AUTHORIZING THE USE OF A PIGGYBACK CONTRACT WITH JLMB CONSTRUCTION GROUP CORP ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR A NOT-TO-EXCEED AMOUNT OF $28,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	The Town is undertaking an exterior lighting improvement project around Town Hall to enhance safety, visibility, and aesthetics. This project is funded through the ARPA and will be executed using a piggyback contract with a qualified contractor based on an existing competitively bid agreement. The total cost of the project shall not exceed $28,000.00.
Staff Recommendations:	Staff recommends approval of the Town Hall Exterior Lighting Project and authorization for the Town Manager to proceed using the piggyback procurement method.
Procurement:	Piggyback
Financial Implications:	ARPA funds previously allocated will be used.
Alternatives:	

ATTACHMENTS:

Resolution No: 2025-068
Piggyback agreement_REVISED
99025A City of Pembroke Park Rooftop Security Luminaires

RESOLUTION NO. 2025-068

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE TOWN HALL EXTERIOR LIGHTING PROJECT FUNDED THROUGH THE AMERICAN RESCUE PLAN ACT (ARPA); AUTHORIZING THE USE OF A PIGGYBACK CONTRACT WITH JLMB CONSTRUCTION GROUP CORP ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR A NOT-TO-EXCEED AMOUNT OF $28,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town seeks to improve exterior lighting around Town Hall to enhance public safety, visibility, and aesthetics; and

WHEREAS, the project is eligible for funding under the American Rescue Plan Act (ARPA); and

WHEREAS, the Town intends to utilize a piggyback contract based on an existing competitively bid agreement to expedite procurement and ensure cost efficiency; and

WHEREAS, the total cost of the project shall not exceed $28,000.00.

NOW, THEREFORE, BE IT RESOLVED BY TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1: The Town Commission hereby approves the Town Hall Exterior Lighting Project as described.

Section 2: The project shall be funded through the Town's allocation of ARPA funds.

Section 3: The Town Commission authorizes the use of a piggyback contract with a qualified contractor based on an existing competitively bid agreement.

Section 4: The Town Manager is authorized to execute all necessary agreements and documents to implement the project, subject to legal review.

Section 5.: The total cost of the project shall not exceed $28,000.00.

Section 6.: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 7th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of ____ 2025, by and between:

> **TOWN OF PEMBROKE PARK**, **FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";
>
> and
>
> **J.LM.B. CONSTRUCTION CORP.**, a corporation authorized to do business in the State of Florida, with a principal address of 12190 S.W. 45th Street, hereinafter "Contractor," who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide miscellaneous electrical repairs and services; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about July 18, 2024, between the Contractor and the City of Aventura (the "Agreement"), attached hereto as **Exhibit "A**," and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit "A"** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit "A"** and as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms, and conditions set forth in **Exhibit "A"** shall govern the relationship between the Town and Contractor, except as amended below:

A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A**," except said services shall be performed in and for the Town.

B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.

C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**

D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town 's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.

E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.

F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate

evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.

G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

H. The term of this Agreement shall commence upon execution by both parties and shall terminate on July 18, 2027, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

A. Contractor shall comply with the Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

2. Upon request by Town's records custodian, provide Town with a copy of 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.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

1. "*Contractor*" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a contractor or consultant.

2. "*Subcontractor*" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

3. "*E-Verify system*" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor

shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 6. **Scrutinized Companies.**

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town:	Town Manager Town of Pembroke Park 3150 S.W. 52nd Avenue Pembroke Park, FL 33023 dlynch@tppfl.gov
Copy to:	Goren, Cherof, Doody, and Ezrol, P.A. 3099 E. Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 jhorowitz@gorencherof.com
Contractor:	Jorge L. Tapia, President J.L.M.B. Construction Corp. 12190 S.W. 45th Street Miami, FL 33175

Section 9. Severability. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 11. Federal Conditions. This project will be funded by the American Rescue Plan Act of 2021 (ARPA) and as such, the parties hereby acknowledge and agree that the following required federal contract provisions are incorporated into this Agreement:

A. Funds for this project are derived from federal grants and therefore CONTRACTOR shall comply with federal guidelines. The federal funds appropriated by the applicable federal agency may be administered through the State of Florida. In the event of a conflict between the Federal and State of Florida statutory requirements listed in this section and

other provisions of the Invitation to Bid or the Original Agreement, the following Federal and State statutory requirements will govern and prevail in connection with this Agreement.

B. CONTRACTOR shall comply with the following federally required laws and provisions as may be applicable to CONTRACTOR's performance under this Agreement:

a. Equal Employment Opportunity. During performance of this Agreement, CONTRACTOR agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and supplemented in Department of Labor Regulations (41 CFR chapter 60). During the performance of the contract, the CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, 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 agrees 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.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential

job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR 's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary

of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The CONTRACTOR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CONTRACTOR agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance

has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b. State Energy Policy and Conservation Act. CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

c. Clean Air Act and Federal Water Pollution Control Act. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act, as amended (42 USC 7401-7671q), and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387).

d. Copeland Anti-Kickback Act. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (40 USC 3145 and 18 USC 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

e. Contract Work Hours and Safety Standards Act. CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act 40 USC 3701-3708, as supplemented by Department of Labor Regulations (29 CFR Part 5) where applicable. CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

i. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (i) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

iii. Withholding for Unpaid Wages and Liquidated Damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section

iv. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section

f. Rights to Inventions. Pursuant to 37 CFR 401, CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

g. Access to Records. In accordance with 2 CFR §§200.334, 200.337, and Chapters 119 and 257, Florida Statutes,

i. The CONTRACTOR agrees to provide the City, State, applicable administering federal agency, and the Comptroller General of the United States or any of their authorized representatives' access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions. The CONTRACTOR agrees to provide the foregoing authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

ii. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONTRACTOR agrees to maintain same until the City, the State, applicable administering federal agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

h. No Obligation by the Federal Government. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

i. Procurement of Recovered Materials. The City and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

j. Prohibition on Contracting for Covered Telecommunications Equipment or Services. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

i. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in paragraph (2) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

ii. Exceptions.

1. This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic

or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that are not used as a substantial or essential component of any system and are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

iii. Reporting Requirements.

1. In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. The CONTRACTOR shall report the required information:

a. Within one (1) business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten (10) business days of reporting the information provided for in section a. above: any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

k. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

l. Affirmative Socioeconomic Steps. If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

m. DHS Seal, Logo, and Flags. CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

n. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

o. Fraudulent Statements. CONTRACTOR acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this Agreement.

p. Suspension and Debarment. If the Agreement is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000, CONTRACTOR is required to verify that none of the CONTRACTOR's agents, principals (defined at 2 CFR § 180.995), or affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

i. CONTRACTOR must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that CONTRACTOR did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to State and City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

ii. The CONTRACTOR agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

iii. This certification is a material representation of fact relied upon by City. If it is later determined that the CONTRACTOR did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The CONTRACTOR agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

q. Byrd Anti-Lobbying Amendment. CONTRACTOR shall file the required certification pursuant to 31 USC 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

i. Certification Regarding Lobbying (44 CFR Part 18). The undersigned CONTRACTOR certifies, to the best of their knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 USC Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
DAVID LYNCH
Town Manager

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

J.L.M.B. CONSTRUCTION CORP.

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of □ physical presence or □ online notarization, on this ____ day of _____, 2025, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:



J.L.M.B. CONSTRUCTION

J.L.M.B. Construction Corp.
12190 S.W. 45 STREET
Miami, FL 33175
Office: 305-916-4254
CGC 1523457

Date: 10/20/2025
Proposal: 99025A
Customer No. 31
Location: 36
0

Presented To:
Osmanny Larzabal
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park FL 33023

Job-Site:
Osmanny Larzabal
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park FL 33023

Work-scope **Lighting Upgrade and Miscellaneous**

Owner requires the furnishment of Lighting upgrades at Town of Pembroke Park Town Hall. New proposed lighting distribution was discussed with town personnel to establish furnish the attached proposal. Please see attached exhibit to determine new lighting layout. Replacement of the following items are required:

Illumination

--Demolition of Existing Equipment, safeguard for owner repurposing, and prepare for new replacement

--Redistribute layout for the installation of new units at new locations

--Mount, Secure and Install new light fixtures, aim and secure per owner requirements

--Install new wiring and complete field terminations for lighting fixtures

--Design and Deliver Shop Drawings and as-builts

Power Pedestal

--Run new conduit for power pedestals to garden area at Perimeter

--Install new 120 volt. 20 amp receptacles at various points for power pedestal (See attached)

Terms:

JLMB Construction Corp. will furnish the following:

--- Owner request that JLMB act in the capacity of project manager to all activities described herein upon acceptance of this proposal and Document attached thereto.
--- Coordinate with General personnel to coordinate all work within the constraints of the work scope
--- Manage all activities relating to general requirements to execute work-scope
--- Manage all activities relating to the execution of all subcontractor work scope per Approved Drawings
---Coordinate all necessary inspections

Owner shall furnish the following:

--Owner to provide access to the property during predetermined labor hours and days 6am to 6pm

Any work completed out of the original scope of work will be completed and billed accordingly.

Total Amount Due: $24,888.60

Licensed Electrician & Helper Inc.	Lighting Upgrade and Miscellaneous	108	7,020.00
N			
		Labor Total	7,020.00
		Material	12,108.60
		Equipment	5,760.00
		Bucket or Lift	-
		Total Amount Due	**24,888.60**

TOWN OF PEMBROKE PARK

WORK ORDER

Contractor's Name	J.L.M.B CONSTRUCTION	**Date:**	10/20/2025
Prepared By:	Jorge L Tapia	**Work Order #**	0
Title:	President	**Proposed Completion:**	n/a

Statement of Work

Lighting Upgrade and Miscellaneous

Price Proposal

Item No.	Description	Unit Price	Quantity	Extended Price
1-1	Master Licensed Electrician	65.00	108	7,020.00
1-11	Equipment	5,760.00	1	5,760.00
1-12	Total Material	12,108.60	1	12,108.60
			Total Price	24,888.60

Fee Basis: ☐ ☐ Not to Exceed

All Work must be performed in accordance with the contract terms and conditions

For Contractor

By: Jorge L Tapia

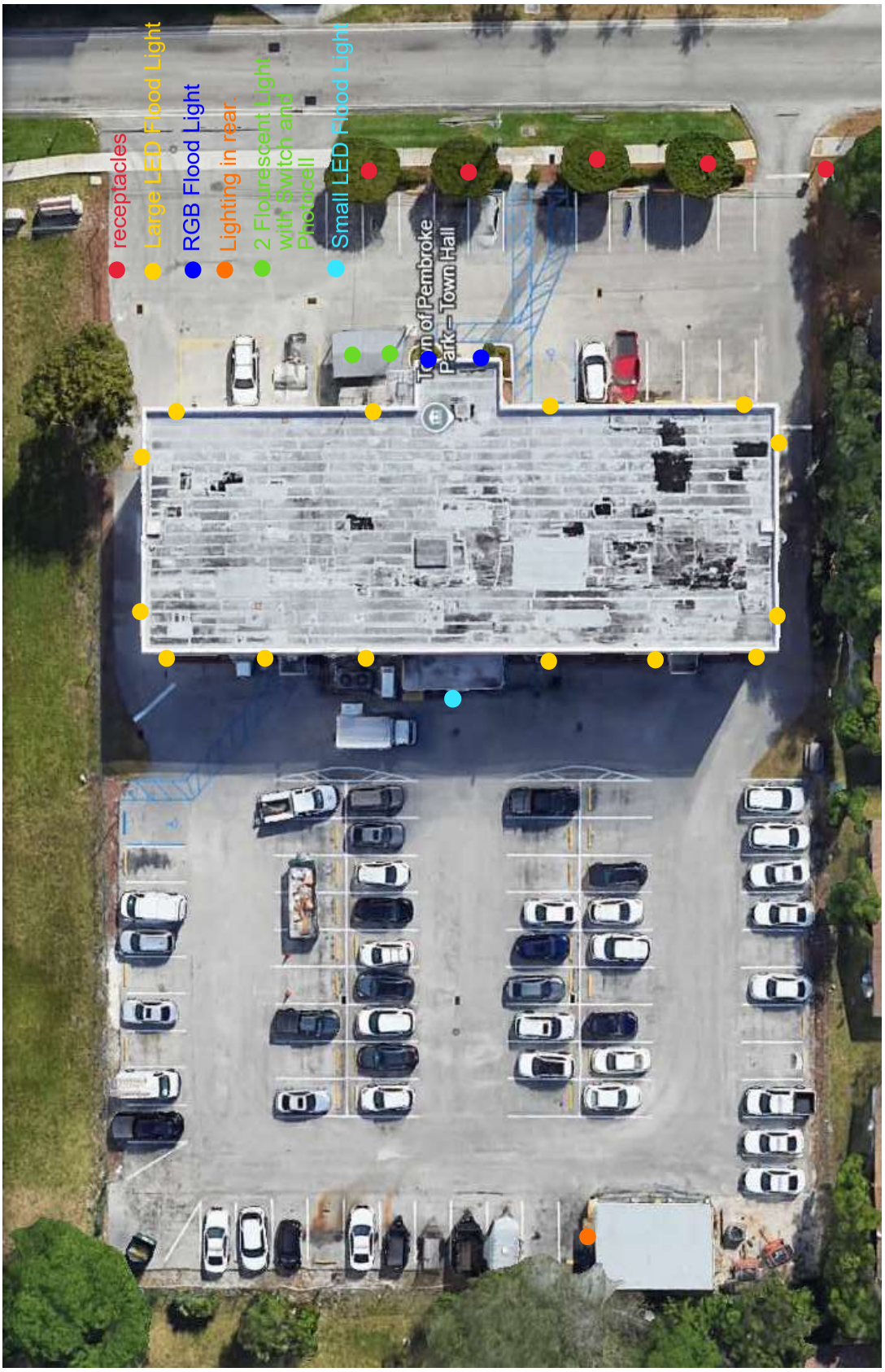
Jorge L Tapia
Name of Authorized Representative

For Town of Pembroke Park

Work Order # _____

By: _____

Name of Authorized Representative


receptacles
Large LED Flood Light
RGB Flood Light
Lighting in rear.
2 Flourescent Light with Switch and Photocell
Small LED Flood Light
Town of Pembroke Park – Town Hall

Agenda Item Report

Subject:	Motion to Approve Purchase for Additional Tower Gardens for Community Garden - Public Works Director Odoms RESOLUTION NO.: 2025-070 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF ADDITIONAL TOWER GARDENS FOR THE COMMUNITY GARDEN PROGRAM; AUTHORIZING THE USE OF FUNDS FROM THE CAPITAL OUTLAY – MACHINERY AND EQUIPMENT COMMUNITY GARDEN ACCOUNT (001-570572-640003-00-0000); CONFIRMING SOLE SOURCE PROCUREMENT AGREEMENT ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	The Town is expanding its Community Garden program by purchasing additional tower gardens to grow a wider variety of fruits and vegetables. This initiative supports local sustainability, education, and food access efforts. The purchase will be made from a sole source vendor due to the proprietary nature of the tower garden system.
Staff Recommendations:	Staff recommends approval of the purchase of additional tower gardens from the sole source vendor.
Procurement:	Sole source
Financial Implications:	Funding for this purchase will come from the CAPEX Machinery and Equipment – Community Garden account (001-570572-640003-00-0000).
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-070
Terms & Conditions_
Sole-source

TOWN_OF_PEMBROKE_PARK_QUOTE

RESOLUTION NO. 2025-070

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF ADDITIONAL TOWER GARDENS FOR THE COMMUNITY GARDEN PROGRAM; AUTHORIZING THE USE OF FUNDS FROM THE CAPITAL OUTLAY – MACHINERY AND EQUIPMENT COMMUNITY GARDEN ACCOUNT (001-570572-640003-00-0000); THAT THE FUNDS NOT EXCEED $13,000; CONFIRMING SOLE SOURCE PROCUREMENT AGREEMENT ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town operates a Community Garden program to promote sustainability, education, and access to fresh produce; and

WHEREAS, the Town seeks to expand the program by purchasing additional tower gardens to grow a larger variety of fruits and vegetables; and

WHEREAS, the tower garden system is available only through a sole source vendor due to its proprietary design and features; and

WHEREAS, funding for this purchase is available in the Capital Outlay – Machinery and Equipment Community Garden account (001-570572-640003-00-0000), and the amount not to exceed $13,000.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1: The Town Commission hereby approves the purchase of additional tower gardens for the Community Garden program.

Section 2: The Town Commission confirms that the purchase will be made from a sole source vendor due to the proprietary nature of the equipment.

Section 3: The purchase shall be funded from the Capital Outlay – Machinery and Equipment Community Garden account (001-570572-640003-00-0000), and that it does not exceed $13,000.

Section 4: The Town Manager is authorized to execute all necessary agreements and documents to complete the purchase, subject to legal review, attached hereto agreement as Exhibit A.

Section 5: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 7th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

Addendum to Terms and Conditions

The following shall be included as part of the Juice Plus Company, LLC Agreement (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023 ("Town") and **The Juice Plus Company, LLC** with offices at 140 Crescent Drive, Collierville, TN 38017 ("JPC"). In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

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

2. **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.

3. **Sovereign Immunity**

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

4. **Termination.**

Notwithstanding anything contained in the Proposal or herein to the contrary, the Town may terminate this Agreement for convenience by providing JPC with no less than thirty (30) days of its intention to termination. In the event of a termination pursuant to this section, JPC shall be entitled to compensation for all services rendered through the date of such termination.

5. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither JPC 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. JPC 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. JPC further agrees that JPC will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

6. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that JPC is an independent contractor under this Agreement and not the Town '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. JPC shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of JPC. JPC agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the JPC Products and Services; however, the JPC Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as creating any joint employment relationship between JPC and the Town and the Town will not be liable for any obligation incurred by JPC, including but not limited to unpaid minimum wages and/or overtime premiums.

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.

8. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by JPC without the prior written consent of Town. For purposes of this Agreement, any change of ownership of JPC shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town 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.

9. **Public Records**

9.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. JPC shall comply with Florida's Public Records Law. Specifically, JPC shall:

9.1.1 Keep and maintain public records required by the Town to perform the service;

9.1.2 Upon request from the Town's custodian of public records, provide the Town 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;

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

9.1.4 Upon completion of the Agreement, JPC shall ensure the transfer to the Town, at no cost to the Town, all public records in JPC's possession. All records stored electronically by JPC must be provided to the Town, upon request from the Town's custodian of public records, in a format that is

compatible with the information technology systems of the Town.

9.2 The failure of JPC to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing JPC with at least thirty (30) days prior, provided, however, that JPC will be given the opportunity to cure the breach within said period of time.

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

TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #235
townclerk@tppfl.gov

10. **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 or by email. For the present, JPC and Town designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

JPC: The Juice Plus Company, LLC
140 Crescent Drive
Collierville, TN 38017
Telephone No. (866) 235-0414

11. **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.

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

13. **Scrutinized Companies**

JPC, 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 are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

13.2 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:

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

13.2.2 Is engaged in business operations in Syria.

14. **E-Verify**

JPC certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

14.1 Definitions for this Section:

14.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a FFI or consultant.

14.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

14.1.3"E-Verify system" means an Internet-based system operated by the United States

Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

14.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

14.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

14.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE TO FOLLOW

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

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

_____
CYNTHIA GARCIA-LIMA,
TOWN CLERK

BY:_____
GEOFFREY JACOBS
MAYOR

APPROVED AS TO FORM.

_____
JACOB G. HOROWITZ
TOWN ATTORNEY

THE JUICE PLUS COMPANY:

Signed By: _____

Print Name: _____

Title: _____

January 03, 2025

To: Whom it may concern

From: Tower Garden®

RE: Sole Source / Tower Garden® & Accessories

The Tower Garden® is a patented product that is sold by independent representatives Tower Garden®. The price for this product is set by Tower Garden® and cannot be changed by any representative; all independent representatives sell the Tower Garden® and its accessories at the same pricing schedule. This product cannot be found for sale in any retail establishments. Under these conditions, the Tower Garden® and its accessories can be considered to be a sole source product.

Best regards,

Tower Garden Specialist

Lisa Rutherford

Tower Garden, LLC, 140 Crescent Drive, Collierville, TN 38017

The Juice Plus Company, LLC

Inspire Healthy Living Around The World

140 Crescent Dr
Collierville, TN 38017
PH: 1-866-235-0414
Email: Schools@TowerGarden.com

THIS IS NOT AN ORDER FORM

Quote

DATE 9/30/2025
Quote # 3009250

Quote For: Town Of Pembroke Park

Quotation valid until: 30 days
Prepared by: Jessica K.

Comments or Special Instructions:

If your School is Tax Exempt from the State please send a copy of the Sales Tax Exemption Certificate from the State along with a copy of your Order Form and Method of Payment. If the school is using a Purchase Order physical copy must be included with order.

SALESPERSON	SHIP DATE	SHIPS VIA	TERMS
	n/a	FEDEX	Payment due within 30 days of receipt of product

QUANTITY	DESCRIPTION		UNIT PRICE	TAXABLE?	AMOUNT
	Tower Garden Flex	Growing System, 1 QT ea Minera Blend A&B, pH Test Kit, pH+, pH-, Pump, Timer,Seed Starter Kit (Tray,Seeds,21 Rockfiber Plug, 28 Net Pot, Vermiculite)	$ 670.00	T	
	Tower Garden Home with Led Light Kit	Growing System, 1 QT ea Minera Blend A&B, pH Test Kit, pH+, pH-, Pump, Timer,Seedling Starter Kit, LED Light Kit, (No Dolly Needed) Wheels included	$ 1,020.00	T	
	Tower Garden Home	Growing System, 1 QT ea Minera Blend A&B, pH Test Kit, pH+, pH-, Pump, Timer,Seedling Starter Kit, (No Dolly Needed) Wheels included	$ 725.00	T	
1	Community Garden	Nutrient Reservoirs (12), Pumps (12),Swivel Hoses (12),Reservoir Lids (12), Access Port Lids (12), Tower Sections (84 with 336 Growing Ports), Net Pots (Case of 650), Shower Caps (12), Shower Cap Lids (12), Rods (24), Extension Rods (24), First Pot Screws (48), Stainless Steel Wingnuts (72), Timers (3),10 ft. Extension Cords (6), Rock Wool (case of 30 sheets of 98), Vermiculite (1 bag), Propagation Trays, Mineral Blend A (4 – 1 Gallon Bottles), Mineral Blend B (4 – 1 Gallon Bottles), pH Test Kits (2), pH Up (6 – 1 pint bottles), pH Down (6 – 1 pint bottles)	$ 6,750.00	T	$ 6,750.00
	Green Bronx Machine Bundle	Tower Garden Flex, LED Light Kit, Flex Support Cage, Exention Kit, Mineral Blend (Gallon), Dolly, 2 Sets Rockwool 98 count, 2 Set Nets Pots 30 Count	$ 1,385.00	T	
	Tower Garden Home Light and Cage Bundle		$ 1,100.00	T	
	LED Light Kit		$ 325.00	T	
12	Flex Suport Cage		$ 95.00	T	$ 1,140.00
	Home Support Cage		$ 90.00	T	
12	Extension Kit		$ 95.00	T	$ 1,140.00
	Baby Greens Kit		$ 115.00	T	
	Combo Extension		$ 105.00	T	
24	Mineral Blend		$ 65.00	T	$ 1,560.00
	Tower Garden Dolly (FITS FLEX ONLY)		$ 95.00	T	
	Rock Wool Cubes 98		$ 21.00	T	
	Net Pots 30		$ 19.00	T	
	Tower Garden Clips 30		$ 21.00	T	
2	Rock Wool Case 30 sheets of 98		$ 250.00	T	$ 500.00
	Net Pots Case 650		$ 120.00	T	
	pH Kit +,-,Test kit		$ 31.00	T	
	Pump Timer		$ 32.00	T	
	Extension Rods (individual)		$ 11.00	T	
	Access port lid		$ 12.00	T	
	Submersible Pump		$ 36.00	T	
	Flex Hardeware Set		$ 10.00	T	
	Shower Cap Lid		$ 14.00	T	
	Shower Cap		$ 27.00	T	

PRODUCT TOTAL	$ 11,090.00
**FREIGHT	1,351.92
SUBTOTAL	$ 12,441.92
TAX RATE	0.00% ENTER TAX PERCENTAGE HERE
SALES TAX	$ -
TOTAL	$ 12,441.92

Will require copy of State Issued Tax Exemption Certificate to remove tax. If not tax exempt taxes will be added to order. Please go to www.TowerGarden.com and input product and enter zip code to get tax amount and total for order

**ONLY ON THE COMMUNITY GARDEN-FREIGHT IS DETERMINED AT TIME OF ORDERING QUOTE IS ONLY GOOD FOR 7 DAYS

If you have any questions concerning this quotation, please contact us by email: Schools@TowerGarden.com

THANK YOU FOR YOUR BUSINESS!

Agenda Item Report

Subject:	Motion to Approve Emergency Street Repair for Sinkhole on SW 52 Avenue - Public Works Director Odoms RESOLUTION NO.: 2025-071 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING EMERGENCY STREET REPAIR FOR A SINKHOLE ON SW 52 AVENUE; AUTHORIZING THE USE OF A PIGGYBACK CONTRACT WITH SOUTHEASTERN ENGINEERING CONTRACTORS ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	A sinkhole has developed on SW 52 Avenue, posing a significant hazard to public safety and traffic flow. Immediate repair is necessary to prevent further damage and ensure safe roadway conditions. The Town will utilize a piggyback contract with a qualified contractor to expedite the repair process in accordance with emergency procurement procedures.
Staff Recommendations:	Staff recommends approval of the emergency street repair and authorization for the Town Manager to proceed using the piggyback contract.
Procurement:	Piggyback
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No: 2025-071
Piggyback Agreement
QUOTE - TO-1 Sinkhole at 52 Ave Repair, CCTV and MH Adjustment
Contract, Payment and Performance Bond - SEC, Inc
Hollywood Renewal Letter 7112 On-Call 2025
Southeastern Engineering - Hollywood ON-CALL

RESOLUTION NO. 2025-071

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING EMERGENCY STREET REPAIR FOR A SINKHOLE ON SW 52 AVENUE; AUTHORIZING THE USE OF A PIGGYBACK CONTRACT WITH SOUTHEASTERN ENGINEERING CONTRACTORS ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a sinkhole has developed on SW 52 Avenue, creating a public safety hazard and requiring immediate repair; and

WHEREAS, the Town has determined that emergency repair is necessary to prevent further roadway deterioration and ensure the safety of motorists and pedestrians; and

WHEREAS, the Town will utilize a piggyback contract with Southeastern Engineering Contractors, based on an existing competitively bid agreement, to expedite the repair in accordance with emergency procurement procedures.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1: The Town Commission hereby approves the emergency street repair of the sinkhole on SW 52 Avenue.

Section 2: The Town Commission authorizes the use of a piggyback contract with Southeastern Engineering Contractors attached hereto as Exhibit A, to perform the necessary work.

Section 3: The Town Manager is authorized to execute all necessary agreements and documents to implement the repair, subject to legal review.

Section 4: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 7th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of ____ 2025, by and between:

> **TOWN OF PEMBROKE PARK**, **FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";
>
> and
>
> **SOUTHEASTERN ENGINEERING CONTRACTORS, INC**, a corporation authorized to do business in the State of Florida, with a principal address of 911 N.W. 209th Avenue, Suite 101, Pembroke Pines, FL 33029, hereinafter "Contractor," who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide on-call and emergency water and sewer utility repair services; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about January 4, 2023, between the Contractor and the City of Hollywood (the "Agreement"), attached hereto as **Exhibit "A**," and incorporated herein; and renewed on or about July 30, 2025; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit "A"** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit "A"** and as modified herein. The scope is limited to finance services, no services being provided fall within the definition of "professional services," as defined by Sec. 287.055, F.S.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms, and conditions set forth in **Exhibit "A"** shall govern the relationship between the Town and Contractor, except as amended below:

A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A**," except said services shall be performed in and for the Town.

B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.

C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**

D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town 's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.

E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.

F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.

G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

H. The term of this Agreement shall commence upon execution by both parties and shall terminate on January 27, 2026, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

A. Contractor shall comply with the Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

2. Upon request by Town's records custodian, provide Town with a copy of 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.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

1. "*Contractor*" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a contractor or consultant.

2. "*Subcontractor*" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

3. "*E-Verify system*" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not

limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 6. **Scrutinized Companies.**

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town:	Geoffrey Jacobs, Mayor Town of Pembroke Park 3150 S.W. 52nd Avenue Pembroke Park, FL 33023 gjacobs@tppfl.gov
Copy to:	Goren, Cherof, Doody, and Ezrol, P.A. 3099 E. Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 jhorowitz@gorencherof.com
Contractor:	Eduardo Dominguez, President Southeastern Engineering Contractors Inc. 911 N.W. 209th Avenue, Suite 101 Pembroke Pines, FL 33029

Section 9. **Severability**. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
GEOFFREY JACOBS
Mayor

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

SOUTHEASTERN ENGINEERING CONTRACTORS INC.

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of □ physical presence or □ online notarization, on this ____ day of _____, 2025, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

Southeastern ENGINEERING CONTRACTORS, INC.

TOWN OF PEMBROKE PARK
Project Name: ON-CALL AND EMERGENCY WATER AND SEWER UTILITY REPAIR SERVICES
TO-1 Exploration Sinkhole and Manhole Adjustment at 52 Ave **DATE: 10/16/2025**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
	Bid Package 1 - Routine Repair Services (labor, equipment, tools, and parts)				
1	Mobilization for Routine Work Order (≤$25,000)	2	EA	1,540.00	3,080.00
2	Mobilization for Routine Work Order ($25,000.01 to $100,000.00)	1	EA	1,920.00	1,920.00
23	Furnish and Place Asphalt Concrete Pavement Patch (Min 7 SY)	90	SY	144.30	12,987.00
24	Mill Asphalt Concrete Pavement 1 - inch Thick (Min 60 SY)	90	SY	12.80	1,152.00
26	Adjust Manhole Ring Elevation	1	EA	670.00	670.00
40	Furnish and Install Compacted Subgrade (Min 5 CY)	30	CY	61.50	1,845.00
41	Furnish and Install Compacted Limerock (Min 5 CY)	30	CY	114.70	3,441.00
43	Traffic control - Flagman (EACH) 2	40	HR	23.10	924.00
44	Traffic control - Arrow Board (EACH)	4	DAY	25.60	102.40
46	Traffic Cones w/Reflective Marker (EACH) 50	146	DAY	2.60	379.60
47	Advanced Warning / Detour Sign (Each) 9	35	DAY	2.60	91.00
50	Flowable Fill Excavatable (Min 5 CY)	30	CY	256.00	7,680.00
52	Dewatering Using Submersible Pump	1	EA	704.00	704.00
53	Excavator CAT 314 or Equal	2	DAY	614.40	1,228.80
54	Bobcat	2	DAY	307.20	614.40
60	Vibratory Plate Compactor VPR 1740 or Equal	2	DAY	128.00	256.00
65	Flat Bed Truck under 25,000 lbs GVW	2	DAY	640.00	1,280.00
66	18 Yard Dump Truck	2	DAY	512.00	1,024.00
67	1/2 Ton Pickup Truck under 10,000 lbs GVW	6	DAY	243.20	1,459.20
71	Ride-On Sweeper	2	DAY	384.00	768.00
74	Miscellaneous Small Tools	2	DAY	102.40	204.80
	Labor				
75	Project Manager	8	HR	57.60	460.80
76	Superintendent	16	HR	51.20	819.20
77	Foreman	24	HR	48.70	1,168.80
78	Pipe Layer	24	HR	30.80	739.20
79	Laborer	24	HR	21.80	523.20
80	Operator (2)	48	HR	32.00	1,536.00
81	Truck Driver	24	HR	21.80	523.20
147	Permit and Fees Allowance	0.0366667		75,000.00	2,750.00
149	Material / Equipment Supply/Subcontractor Allowance	0.0258500		400,000.00	10,340.00
	TOTAL PRICE				**60,671.60**

149-Material / Equipment Supply/Subcontractor Allowance

Flotech CCTV Storm	3,400.00
Flotech CCTV Sewer	3,600.00
Estimated Striping Paint-Thermo	2,400.00
	9,400.00
10.00%	940.00
Total	10,340.00

147-Estimated Permit and Fees Allowance	2,500.00
10.00%	250.00
Total	2,750.00

SECTION 00500

CONTRACT

THIS AGREEMENT, made and entered into, this 4 day of Jan, A.D., 2023 by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, party of the first part, (hereinafter sometimes called the "CITY"), and

Southeastern Engineering Contractors, Inc.

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein- after set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents, for:

ON-CALL AND EMERGENCY WATER AND SEWER UTILITY REPAIR SERVICES
Bid No.: IFB-4730-22-OT

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of **One Million with 0/100 Dollars ($1,000,000.00)**

Article 3. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, the CITY shall pay the CONTRACTOR as follows:

(a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less five percent (5%) of the amount of such estimate which is to be retained by the CITY until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY; The parties' rights and obligations regarding retainage are further specified in Florida Statute Section 218.735.

(b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the CITY, final payment on account of this Agreement shall be made within sixty (60) days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after said date of written notice as set forth in the Proposal, as may be modified

by Instructions to Bidders, and stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as my be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract as if hereto attached, or repeated in this Agreement:

1. Notice to Bidders
2. Instruction to Bidders
3. Proposal
4. Proposal Bid Form
5. Bid Bond
6. Information Required from Bidders
7 Local Preference (Exhibit A)
8. Trench Safety Form (N/A)
9. Contract
10. Performance Bond
11. Payment Bond
12. General Conditions
13. Supplementary General Conditions
14 Addenda
15. Specifications
16. Drawings

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the CITY.

Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The CONTRACTOR shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the CITY or the ENGINEER.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the

CONTRACTOR, except those previously made and still unsettled.

Article 12. Contract Term: The initial term of this contract shall be for a period of two (2) years beginning upon the notice to proceed. The CITY may renew three times this contract for one (1) additional one (1) year period subject to City's option, vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY.

****

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE CITY OF HOLLYWOOD, FLORIDA
Party of the First Part

By:_____(SEAL)
JOSH LEVY, MAYOR

ATTEST:
PATRICIA A. CERNY, MMC, CITY CLERK

7-3-21

****

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____ _____ (SEAL)
(Witness) (Signature of Individual)

_____ _____
(Witness) (Signature of Individual)

****

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Name of Firm)

_____ _____ (SEAL)
(Witness) (Signature of Individual)

****

WHEN THE CONTRACTOR IS A PARTNERSHIP:

_____ _____
(Witness) (Name of Firm) a Partnership

_____ BY:_____(SEAL)
(Witness) (Partner)

****

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

Secretary

Southeastern Engineering Contractors, Inc

(Correct Name of Corporation)

BY: _____ (SEAL)
President

****

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida only:

By _____
Douglas R. Gonzales
City Attorney

APPROVED AS TO FINANCE:

By _____
David E. Keller
Financial Services Director

CERTIFICATE

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that a meeting of the Board of Directors of Southeastern Engineering Contractors, Inc, a corporation under the laws of the State of Florida, was held on January 15, 2022, and the following resolution was duly passed and adopted:

> "RESOLVED, that Eduardo Dominguez as President of the corporation, be and he is hereby authorized to execute the contracts on behalf of this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation, this 12 day of November, 2022.

Secretary

- END OF SECTION -

This is the *front page* of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05

Surety Name:	FCCI Insurance Company 6300 University Parkway Sarasota, FL 34240 800-226-3224
Bond Number:	3303073
Contractor Name:	Southeastern Engineering Contractors Inc. 911 NW 209 Ave Ste 101 Pembroke Pines, FL 33029 (305)557-4226
Owner Name:	City of Hollywood 2600 Hollywood Blvd Room 221 Hollywood, FL 33022
Project Number:	IFB-4730-22-OT
Project Description:	On-Call and Emergency Water & Sewer Utility Repair Services
Project Address:	n/a
Legal Description of Property:	n/a

This is the *front page* of the bond. All other pages are subsequent regardless of the pre-printed numbers.

Bond No. 3303073

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:
That we Southeastern Engineering Contractors, Inc. 911 NW 209 Ave Ste 101, Prembroke Pines, FL 33029 305-557-4226
Name Address Tel. No.

as Principal, and FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240 - 800-226-3224
Name Address Tel. No.

as Surety, are held and firmly bound unto the City of Hollywood in the sum of One Million and no/100 Dollars ($1,000,000.00), for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the _____day of _____,20_____ entered into between the Principal and the City of Hollywood, Florida, for the installation of the **ON-CALL AND EMERGENCY WATER AND SEWER UTILITY REPAIR SERVICES, Bid No. IFB-4730-22-OT.**

A copy of said Contract, No. **IFB-4730-22-OT**, is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Approved Bid Bond, Trench Safety Form, Information Required from Bidders, Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood any difference between the sum that the City of Hollywood may be obliged to pay for the completion of said work, by Contract or otherwise, and the sum that the City of Hollywood would have been obliged to pay for the completion said work had the Principal properly executed all of the provisions of said Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood against, and will pay any and all amounts, damages, costs

and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Signature of Individual)

_____ _____
(Address) (Printed Name of Individual)

_____
(Witness)

_____
(Address)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Name of Firm)

By: _____
_____ (Seal)
(Address) (Signature of Individual)

_____
(Witness)

_____
Address

****

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

_____ (Witness)

_____ (Name of Partnership)

_____ (Address)

By: _____ (Seal) (Partner)

_____ (Witness)

_____ (Printed Name of Partner)

_____ Address

****

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

_____ (Secretary)

Southeastern Engineering Contractors, Inc.
(Name of Corporation)

By: _____ (Seal)
(Affix Corporate Seal)

Eduardo Dominguez
(Printed Name)

President
(Official Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Eduardo Dominguez, certify that I am the Secretary of the corporation named as Principal in the within bond; that Eduardo Dominguez, who signed the said bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

_____ (SEAL)
Secretary

00610-3

TO BE EXECUTED BY CORPORATE SURETY

Attest: _____
(Secretary)

FCCI Insurance Company
(Corporate Surety)

6300 University Parkway
(Business Address)
Sarasota, FL 34240

By: _____
(Affix Corporate Seal)

Ramon A Rodriguez
(Attorney-In-Fact)

Brown & Brown Miami Dade
(Name of Local Agency)

8825 NW 21st Terrace
(Business Address)

Doral, FL 33172

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Ramon A Rodriguez to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the FCCI Insurance Company and that he has been authorized by Power of Attorney to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn to before me this 9th day of November, 20 22.

NOTARY PUBLIC STATE OF FLORIDA
MAYRA RODRIGUEZ
Commission # HH 315319
Expires November 14, 2026

_____
Notary Public, State of Florida

My Commission Expires:

****

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
for the use and reliance of the
City of Hollywood, Florida only:

By _____
Douglas R. Gonzales
City Attorney

APPROVED AS TO FINANCE:

By _____
David E. Keller
Financial Services Director

00610-4

7.31.211

- END OF SECTION -

Bond No. 3303073

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Southeastern Engineering Contractors, Inc. 911 NW 209 Ave Ste 101, Pembroke Pines, FL 33029
Name Address Tel. No.

As Principal and FCCI Insurance Company, 6300 University arkway, Sarasota, FL 34240 800-226-3224
Name Address Tel. No.

as Surety, are held and firmly bound to the CITY OF HOLLYWOOD, FLORIDA herein called the City, in the sum of One Million and no/100

Dollars ($ 1,000,000.00) for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract dated the _____ day of _____, 20_____, entered into between the Principal and the City of Hollywood, Florida for the **ON-CALL AND EMERGENCY WATER AND SEWER UTILITY REPAIR SERVICES, Bid No IFB-4730-22-OT** .

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION of this bond is that if Principal promptly makes payments to all claimants defined in Section 255.05 (1), F.S., supplying Principal with labor, materials or supplies used directly or indirectly by principal in the prosecution of the work provided for in the Contract, then this bond shall be null and void and of no further force and effect; otherwise to remain in full force and effect.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or any other changes in or under contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the Contract or to the Work or to the Specifications.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being Florida Statute 255.05. Claimants are hereby notified that the Statute 255.05(2) specifically requires that notice be given to Contractor within 45 days after beginning to furnish labor, materials or supplies for the prosecution of the work that claimants intends to look to the bond for protection. Further notice is hereby given claimants that written notice of nonpayment within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies must be delivered to the Contractor and to the Surety. Further notice is hereby given that no action for labor, materials or supplies may be instituted against the Contractor or the Surety on the bond after one year for the performance of the labor or completion of delivery of the materials or supplies.

Without modifying the foregoing, this bond shall be construed as requiring of the principal and surety no more and no less than is specified in F.S. 255.050.

SIGNED AND SEALED, this 9th day of November, 20 22.

PRINCIPAL: Southeastern Engineering Contractors, Inc.

ATTEST: _____

_____ (Signature) Eduardo Dominguez

Joe Perlla Project Manager _____ President

(Title)

(SEAL)

SURETY:

FCCI Insurance Company

(Surety)

ATTEST: _____

Maria Li

_____

Yamile Corral

_____ (Signature)

Ramon A Rodriguez

(Attorney-in-Fact)

****

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
for the use and reliance of the
City of Hollywood, Florida only:

By _____
Douglas R. Gonzales
City Attorney

APPROVED AS TO FINANCE:

By _____
David E. Keller
Financial Services Director

- END OF SECTION -

7.5/2011

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Ramon A. Rodriguez; Mayra Rodriguez; Fausto Alvarez, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of June, 2020.

Attest: _____
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1982 FLORIDA

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 9th day of November, 2022

_____
Christina D. Welch, EVP, General Counsel, Chief Audit & Compliance Officer, Secretary FCCI Insurance Company

1-IONA-3592-NA-04, 7/2020

Southeastern
ENGINEERING CONTRACTORS, INC.

July 30th, 2025

City of Hollywood
Public Utilities
P.O. Box 229045
Hollywood, FL 33022-9045

Attn: Mr. Jeff Jiang
Assistant Director
City of Hollywood

Re: ***On-Call and Emergency Water and Sewer Utility Repair Services***
Contract # 7112
Renewal Letter

Mr. Jiang:

Please accept this letter as our agreement to renew Contract # 7112 through its expiration on January 27, 2026.
Attached for reference is the original Contract for the project.

If you require any additional information, please let us know.

Sincerely,

Eduardo Dominguez
President

SECTION 00500

CONTRACT

THIS AGREEMENT, made and entered into, this _____day of_____, A.D., 20__, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, party of the first part, (hereinafter sometimes called the "CITY"), and

Southeastern Engineering Contractors, Inc.

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein- after set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents, for:

ON-CALL AND EMERGENCY WATER AND SEWER UTILITY REPAIR SERVICES
Bid No.: IFB-4730-22-OT

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of **One Million with 0/100 Dollars ($1,000,000.00)**

Article 3. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, the CITY shall pay the CONTRACTOR as follows:

(a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less five percent (5%) of the amount of such estimate which is to be retained by the CITY until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY; The parties' rights and obligations regarding retainage are further specified in Florida Statute Section 218.735.

(b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the CITY, final payment on account of this Agreement shall be made within sixty (60) days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after said date of written notice as set forth in the Proposal, as may be modified

by Instructions to Bidders, and stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as my be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract as if hereto attached, or repeated in this Agreement:

1. Notice to Bidders
2. Instruction to Bidders
3. Proposal
4. Proposal Bid Form
5. Bid Bond
6. Information Required from Bidders
7 Local Preference (Exhibit A)
8. Trench Safety Form (N/A)
9. Contract
10. Performance Bond
11. Payment Bond
12. General Conditions
13. Supplementary General Conditions
14 Addenda
15. Specifications
16. Drawings

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the CITY.

Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The CONTRACTOR shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the CITY or the ENGINEER.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the

CONTRACTOR, except those previously made and still unsettled.

Article 12. Contract Term: The initial term of this contract shall be for a period of two (2) years beginning upon the notice to proceed. The CITY may renew three times this contract for one (1) additional one (1) year period subject to City's option, vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY.

****

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE CITY OF HOLLYWOOD, FLORIDA
Party of the First Part

By:_____(SEAL)
JOSH LEVY, MAYOR

ATTEST:

_____
PATRICIA A. CERNY, MMC, CITY CLERK

****

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____ _____ (SEAL)
(Witness) (Signature of Individual)

_____ _____
(Witness) (Signature of Individual)

****

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Name of Firm)

_____ _____ (SEAL)
(Witness) (Signature of Individual)

****

WHEN THE CONTRACTOR IS A PARTNERSHIP:

_____ _____
(Witness) (Name of Firm) a Partnership

BY:_____(SEAL)
_____ (Partner)
(Witness)

****

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

Secretary

Southeastern Engineering Contractors, Inc

(Correct Name of Corporation)

BY: _____ (SEAL)
President

****

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida only:

By _____
Douglas R. Gonzales
City Attorney

APPROVED AS TO FINANCE:

By _____
David E. Keller
Financial Services Director

CERTIFICATE

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that a meeting of the Board of Directors of Southeastern Engineering Contractors, Inc, a corporation under the laws of the State of Florida, was held on January 15, 2022, and the following resolution was duly passed and adopted:

"RESOLVED, that Edicson Dominguez was President of the corporation, be and he is hereby authorized to execute the contracts on behalf of this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation, this _____day of_____, 20___.

_____
Secretary

- END OF SECTION -

SBC Copy

SECTION 00300

PROPOSAL

TO THE MAYOR AND COMMISSIONERS
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED 08-03-2022

Dear Mayor and Commissioners:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda, Drawings, and Local Preference Program, Exhibit A, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The undersigned BIDDER has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other BIDDER of parties to this bid whatever.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CITY; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the ENGINEER; and to substantially complete all Contract Work as per Project Schedule of Section 00800, and as stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom, and to abide by the Local Preference Ordinance.

The BIDDER acknowledges receipt of the following addenda:

No. 1 Dated July 26, 2022
No. _____ Dated _____
No. _____ Dated _____

And the undersigned agrees that in case of failure on his part to execute the said Contract and the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond accompanying his bid, and the money payable thereon, shall be paid into the funds of the City of Hollywood, Florida, otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the

_____ Bank of _____

or approved Bid Bond for the sum of

5% Bid Amount Dollars ($) according to the conditions under the Instructions to Bidders and provisions therein.

NOTE: If a Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign Contracts on behalf of the corporation and corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign Contracts in behalf of the partnership; and if the Bidder is an individual, his signature shall be placed below; if a partnership, the names of the general partners.

WHEN THE BIDDER IS AN INDIVIDUAL:

_____
(Signature of Individual)

_____
(Printed Name of Individual)

_____
(Address)

****

WHEN THE BIDDER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

_____
(Name of Firm)

_____
(Address)

_____ (SEAL)
(Signature of Individual)

****

WHEN THE BIDDER IS A PARTNERSHIP:

_____
(Name of Firm) A Partnership

_____
(Address)

By: _____
(SEAL)
(Partner)

Name and Address of all Partners:

_____

_____

****

WHEN THE BIDDER IS A JOINT VENTURE:

_____
(Correct Name of Corporation

By: _____
(SEAL)
(Address)

_____
(Official Title)

As Joint Venture
(Corporate Seal)

Organized under the laws of the State of_____, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

********** WHEN

THE BIDDER IS A CORPORATION:

Southeastern Engineering Contractors, Inc
(Correct Name of Corporation)

By: _____ (SEAL)
President
(Official Title)

911 NW 209th Ave. #101 Pembroke Pines, FL 33029
(Address of Corporation)

Organized under the laws of the State of Florida, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS

Southeastern Engineering Contractors, Inc
(Name of Corporation)

RESOLVED that Eduardo Dominguez
(Person Authorized to Sign)

President Southeastern Engineering Contractors, Inc of
(Title) (Name of Corporation)

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

CITY OF HOLLYWOOD, FLORIDA

ON-CALL AND EMERGENCY WATER AND SEWER UTILITY REPAIR SERVICES

Bid No.: IFB-4730-22-OT

The foregoing is a true and correct copy of the Resolution adopted by

Southeastern Engineering Contractors, Inc at a meeting of its Board of
(Name of Corporation)

Directors held on the 15 day of January, 2022.

By: _____

Title: President

(SEAL)

The above Resolution MUST BE COMPLETED if the Bidder is a Corporation.

- END OF SECTION -

SECTION 00301

CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING AND CONSTRUCTION
SERVICES DIVISION

PROPOSAL BID FORM

Bid No.: **IFB-4730-22-OT**
Project Name: **ON-CALL AND EMERGENCY WATER AND SEWER UTILITY REPAIR SERVICES (7112 & 5144)**

BASE BID

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise. **CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM**

Item No.	Description	Est. Qty	Unit	Unit Price	Total Price
Bid Package 1 – On-call Routine Repair Services (labor, equipment, tools, and parts)					
1	Mobilization for On-call Routine Work Order (≤$25,000)	1	EA	$ 1,540.00	$ 1,540.00
2	Mobilization for On-call Routine Work Order (>$25,000 to $100,000)	1	EA	$ 1,920.00	$ 1,920.00
3	Mobilization for On-call Routine Work Order (≥$100,000)	1	EA	$ 2,560.00	$ 2,560.00
4	Cut and Connect 4-inch WM to Existing System (5 feet MAX and up to 6 - 10 feet depth)	1	EA	$ 2,430.00	$ 2,430.00
5	Cut and Connect 6-inch WM to Existing System (5 feet MAX and up to 6 - 10 feet depth)	1	EA	$ 2,940.00	$ 2,940.00
6	Cut and Connect 8-inch WM to Existing System (5 feet MAX and up to 6 - 10 feet depth)	1	EA	$ 3,640.00	$ 3,640.00
7	Cut and Connect 10 inch or 12-inch WM to Existing System (5 feet MAX and up to 6 - 10 feet depth)	1	EA	$ 4,660.00	$ 4,660.00
8	Cut and Connect 16-inch WM to Existing System (5 feet MAX and up to 6 – 10 feet depth)	1	EA	$ 9,190.00	$ 9,190.00

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise. **CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM**					
9	Cut and Connect 20-inch WM to Existing System (5 feet MAX and up to 6 - 10 feet depth)	1	EA	$ 13,600.00	$ 13,600.00
10	Cut and Connect 24-inch WM to Existing System (5 feet MAX and up to 6 - 10 feet depth)	1	EA	$ 18,210.00	$ 18,210.00
11	Cut and Connect 6 inch or 8-inch FM to Existing System. No Bypass. (5 feet MAX and up to 6 - 10 feet depth)	1	EA	$ 6,670.00	$ 6,670.00
12	Cut and Connect 10 inch or 12-inch FM to Existing System. No Bypass. (5 feet MAX and up to 6 - 10 feet depth)	1	EA	$ 9,470.00	$ 9,470.00
13	Cut and Connect 16 inch or 20-inch FM to Existing System. No Bypass. (5 feet MAX and up to 6 - 10 feet depth)	1	EA	$ 18,390.00	$ 18,390.00
14	Cut and Connect 24-inch FM to Existing System. No Bypass. (5 feet MAX and up to 6 - 10 feet depth)	1	EA	$ 23,770.00	$ 23,770.00
15	Cut and Grout 8-inch pipe abandoned (up to 12 feet depth) (payment based on Min 100 feet)	1	LF	$ 13.40	$ 13.40
16	Cut and Grout 12-inch pipe abandoned (up to 12 feet depth) (payment based on Min 100 feet)	1	LF	$ 20.00	$ 20.00
17	Cut and Grout 16-inch pipe abandoned (up to 12 feet depth) (payment based on Min 100 feet)	1	LF	$ 27.20	$ 27.20
18	Cut and Grout 24-inch pipe abandoned (up to 12 feet depth) (payment based on Min 100 feet)	1	LF	$ 46.10	$ 46.10
19	Install Sanitary Service Line on Private Property by Licensed Plumber and Permitting (Min 10 LF)	1	LF	$ 111.40	$ 111.40

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise. **CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM**					
20	Install Water Service Line on Private Property by Licensed Plumber and Permitting (Min 10 LF)	1	LF	$ 93.50	$ 93.50
21	Furnish and Install Tapping Saddle and Water Service Line (1-inch) on Existing Water Main	1	EA	$ 2,130.00	$ 2,130.00
22	Furnish and Install Tapping Saddle and Water Service Line (2-inch) on Existing Water Main	1	EA	$ 2,320.00	$ 2,320.00
23	Furnish and Install Asphalt Concrete Pavement Patch (Min 7 SY)	1	SY	$ 144.30	$ 144.30
24	Mill Asphalt Concrete Pavement 1 - inch Thick (Min 60 SY)	1	SY	$ 12.80	$ 12.80
25	Vertical Valve Box Adjustment	1	EA	$ 256.00	$ 256.00
26	Adjust Manhole Ring Elevation	1	EA	$ 670.00	$ 670.00
27	Replace Concrete Curb and Gutter Type F (Min 50 LF)	1	LF	$ 59.00	$ 59.00
28	Replace Reflective Pavement Marker RPM (Min 5 RPMs)	1	EA	$ 10.30	$ 10.30
29	Replace Thermoplastic Striping White or Yellow Solid 6 inch (Min 50 LF)	1	LF	$ 6.40	$ 6.40
30	Replace Thermoplastic Striping White or Yellow Solid 8 inch (Min 50 LF)	1	LF	$ 10.30	$ 10.30
31	Replace Thermoplastic Striping White or Yellow Solid 12 inch (Min 50 LF)	1	LF	$ 12.80	$ 12.80
32	Replace Thermoplastic Striping White or Yellow Solid 24 inch (Min 50 LF)	1	LF	$ 15.40	$ 15.40
33	Restoration of Asphalt Driveways (Min 10 SY)	1	SY	$ 101.00	$ 101.00
34	Restoration of Concrete Driveways (Min 10 SY)	1	SY	$ 115.20	$ 115.20
35	Furnish and Install Sod Saint Augustine (Min 50 SY)	1	SY	$ 10.30	$ 10.30

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise. **CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM**					
36	Furnish and Install Sod Bahia (Min 50 SY)	1	SY	$ 9.00	$ 9.00
37	Replacement of 4-inch Concrete Sidewalk (Min 30 SY)	1	SY	$ 77.80	$ 77.80
38	Replacement of 6-inch Concrete Sidewalk (Min 30 SY)	1	SY	$ 95.10	$ 95.10
39	Furnish and Install FDOT Number 89 Stone (Min 5 CY)	1	CY	$ 99.10	$ 99.10
40	Furnish and Install Compacted Subgrade (Min 5 CY)	1	CY	$ 61.50	$ 61.50
41	Furnish and Install Compacted Limerock (Min 5 CY)	1	CY	$ 114.70	$ 114.70
42	Maintenance of Traffic (MOT) Plans	1	SHEET	$ 448.00	$ 448.00
43	Traffic control - Flagman (Each)	1	HR	$ 23.10	$ 23.10
44	Traffic control - Arrow Board (Each)	1	DAY	$ 25.60	$ 25.60
45	Traffic control – Barricade (Each)	1	DAY	$ 12.80	$ 12.80
46	Traffic Cones w/Reflective Marker (Each)	1	DAY	$ 2.60	$ 2.60
47	Advanced Warning / Detour Sign (Each)	1	DAY	$ 2.60	$ 2.60
48	Furnish and Install Trench Safety Steel Plates (Each)	1	EA	$ 192.00	$ 192.00
49	Flowable Fill Non-Excavatable (Min 5 CY)	1	CY	$ 295.00	$ 295.00
50	Flowable Fill Excavatable (Min 5 CY)	1	CY	$ 256.00	$ 256.00
51	Dewatering Using Well Point Dewatering System, Equal to 25 Well Points	1	DAY	$ 2,240.00	$ 2,240.00
52	Dewatering Using Submersible Pump	1	EA	$ 704.00	$ 704.00
Items Below Shall Only Be Used for On-Call Routine Work NOT Covered By Other Pay Items					
Equipment Cost					

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise. **CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM**

53	Excavator CAT 314 or Equal	1	DAY	$ 614.40	$ 614.40
54	Bobcat	1	DAY	$ 307.20	$ 307.20
55	Excavator / Backhoe CAT 225 or Equal	1	DAY	$ 614.40	$ 614.40
56	Wheel Loader CAT 926 or Equal	1	DAY	$ 486.40	$ 486.40
57	Backhoe Loader Combo CAT 416 or Equal	1	DAY	$ 614.40	$ 614.40
58	Bulldozer CAT D-3 or Equal	1	DAY	$ 716.80	$ 716.80
59	Double Drum Compactor Wacker W74 or Equal	1	DAY	$ 640.00	$ 640.00
60	Vibratory Plate Compactor VPR 1740 or Equal	1	DAY	$ 128.00	$ 128.00
61	Asphalt Roller	1	DAY	$ 256.00	$ 256.00
62	Vacuum Truck	1	DAY	$ 2,690.00	$ 2,690.00
63	Water Truck	1	DAY	$ 832.00	$ 832.00
64	Generator with Mass Lighting	1	DAY	$ 281.60	$ 281.60
65	Flat Bed Truck under 25,000 lbs GVW	1	DAY	$ 640.00	$ 640.00
66	18 Yard Dump Truck	1	DAY	$ 512.00	$ 512.00
67	1/2 Ton Pickup Truck under 10,000 lbs GVW	1	DAY	$ 243.20	$ 243.20
68	Cleaning/Television Inspection Equipment	1	DAY	$ 2,688.00	$ 2,688.00
69	CFM Air Compressor w/hose and hammer	1	DAY	$ 384.00	$ 384.00
70	6 inch x 6 inch Self Priming Silent Trash Pump	1	DAY	$ 512.00	$ 512.00
71	Ride-On Sweeper	1	DAY	$ 384.00	$ 384.00

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise. **CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM**

72	Skid Steer Track Loader	1	DAY	$ 384.00	$ 384.00
73	Trench Shoring	1	DAY	$ 115.20	$ 115.20
74	Miscellaneous Small Tools	1	DAY	$ 102.40	$ 102.40
Labor					
75	Project Manager	100	HR	$ 57.60	$ 5,760.00
76	Superintendent	200	HR	$ 51.20	$ 10,240.00
77	Foreman	400	HR	$ 48.70	$ 19,480.00
78	Pipe Layer	400	HR	$ 30.80	$ 12,320.00
79	Laborer	400	HR	$ 21.80	$ 8,720.00
80	Operator	400	HR	$ 32.00	$ 12,800.00
81	Truck Driver	400	HR	$ 21.80	$ 8,720.00
Labor (Overtime)					
82	Project Manager (overtime)	25	HR	$ 64.00	$ 1,600.00
83	Superintendent (overtime)	50	HR	$ 57.60	$ 2,880.00
84	Foreman (overtime)	100	HR	$ 73.00	$ 7,300.00
85	Pipe Layer (overtime)	100	HR	$ 46.10	$ 4,610.00
86	Laborer (overtime)	100	HR	$ 33.30	$ 3,330.00
87	Operator (overtime)	100	HR	$ 48.70	$ 4,870.00
88	Truck Driver (overtime)	100	HR	$ 33.30	$ 3,330.00

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise. **CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM**

Bid Package 2 - Items Below Shall Be Used for ALL Emergency Repair Services

89	Expedited Mobilization (within 4 hours of request) (≤$100,000)	1	EA	$ 2,176.00	$ 2,176.00
90	Expedited Mobilization (within 24 hours of request) (≤$100,000)	1	EA	$ 1,920.00	$ 1,920.00
91	Expedited Mobilization (within 4 hours of request) (>$100,000)	1	EA	$ 2,560.00	$ 2,560.00
92	Expedited Mobilization (within 24 hours of request) (>$100,000)	1	EA	$ 3,840.00	$ 3,840.00
93	Flowable Fill Non-Excavatable (Min 5 CY)	1	CY	$ 294.40	$ 294.40
94	Flowable Fill Excavatable (Min 5 CY)	1	CY	$ 256.00	$ 256.00
95	Maintenance of Traffic (MOT) Plans	1	SHEET	$ 448.00	$ 448.00
96	Traffic control - Flagman (Each)	1	HR	$ 23.10	$ 23.10
97	Traffic control - Arrow Board (Each)	1	DAY	$ 25.60	$ 25.60
98	Traffic control - Barricade (Each)	1	DAY	$ 12.80	$ 12.80
99	Traffic Cones w/Reflective Marker (Each)	1	DAY	$ 2.60	$ 2.60
100	Advanced Warning / Detour Sign (Each)	1	DAY	$ 2.60	$ 2.60
101	Furnish and Install Steel Traffic Plates (Each)	1	EA	$ 192.00	$ 192.00
102	Dewatering Using Well Point Dewatering System, Equal to 25 Well Points	1	DAY	$ 2,240.00	$ 2,240.00
103	Dewatering Using Submersible Pump	1	DAY	$ 256.00	$ 256.00
Items Below Shall Be Used ONLY for Emergency Work NOT Covered By Other Pay Items					
Equipment Cost					
104	Excavator CAT 314 or Equal	1	DAY	$ 614.40	$ 614.40

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise. **CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM**

105	Bobcat	1	DAY	$ 307.20	$ 307.20
106	Excavator / Backhoe CAT 225 or Equal	1	DAY	$ 614.40	$ 614.40
107	Wheel Loader CAT 926 or Equal	1	DAY	$ 486.40	$ 486.40
108	Backhoe Loader Combo CAT 416 or Equal	1	DAY	$ 614.40	$ 614.40
109	Bulldozer CAT D-3 or Equal	1	DAY	$ 716.80	$ 716.80
110	Double Drum Compactor Wacker W74 or Equal	1	DAY	$ 640.00	$ 640.00
111	Vibratory Plate Compactor VPR 1740 or Equal	1	DAY	$ 128.00	$ 128.00
112	Asphalt Roller	1	DAY	$ 256.00	$ 256.00
113	Vacuum Truck	1	DAY	$ 2,690.00	$ 2,690.00
114	Water Truck	1	DAY	$ 832.00	$ 832.00
115	Generator with Mass Lighting	1	DAY	$ 281.60	$ 281.60
116	Flat Bed Truck under 25,000 lbs GVW	1	DAY	$ 640.00	$ 640.00
117	18 Yard Dump Truck	1	DAY	$ 512.00	$ 512.00
118	1/2 Ton Pickup Truck under 10,000 lbs GVW	1	DAY	$ 243.20	$ 243.20
119	Cleaning/Television Inspection Equipment	1	DAY	$ 2,688.00	$ 2,688.00
120	CFM Air Compressor w/hose and hammer	1	DAY	$ 384.00	$ 384.00
121	6 inch x 6 inch Self Priming Silent Pump	1	DAY	$ 512.00	$ 512.00
122	Ride-On Sweeper	1	DAY	$ 384.00	$ 384.00
123	Skid Steer Track Loader	1	DAY	$ 384.00	$ 384.00

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise. **CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM**

124	Trench Shoring	1	DAY	$ 115.20	$ 115.20
125	Miscellaneous Small Tools	1	DAY	$ 102.40	$ 102.40
Labor					
126	Project Manager	100	HR	$ 57.60	$ 5,760.00
127	Superintendent	200	HR	$ 51.20	$ 10,240.00
128	Foreman	400	HR	$ 48.70	$ 19,480.00
129	Pipe Layer	400	HR	$ 30.80	$ 12,320.00
130	Laborer	400	HR	$ 21.80	$ 8,720.00
131	Operator	400	HR	$ 32.00	$ 12,800.00
132	Truck Driver	400	HR	$ 21.80	$ 8,720.00
Labor (Overtime)					
133	Project Manager (overtime)	25	HR	$ 64.00	$ 1,600.00
134	Superintendent (overtime)	50	HR	$ 57.60	$ 2,880.00
135	Foreman (overtime)	100	HR	$ 73.00	$ 7,300.00
136	Pipe Layer (overtime)	100	HR	$ 46.10	$ 4,610.00
137	Laborer (overtime)	100	HR	$ 33.30	$ 3,330.00
138	Operator (overtime)	100	HR	$ 48.70	$ 4,870.00
139	Truck Driver (overtime)	100	HR	$ 33.30	$ 3,330.00
Bid Package 3 – Reuse Pipe Repair					

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise. **CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM**					
140	Excavate and expose existing 24-inch reclaimed water pipe having an invert depth of approximately 5.5 feet below grade in the vicinity of 12th Avenue and S. North Lake Drive	1	LS	$ 17,490.00	$ 17,490.00
141	Excavate and expose existing 24-inch reclaimed water pipe having an invert depth of approximately 7.5 feet below grade in the vicinity of 12th Avenue and Tyler Street	1	LS	$ 20,405.00	$ 20,405.00
142	Excavate and expose existing 24-inch reclaimed water pipe having an invert depth of approximately 8.5 feet below grade in the vicinity of 12th Avenue and Harrison Street	1	LS	$ 22,710.00	$ 22,710.00
143	Excavate and expose existing 24-inch reclaimed water pipe having an invert depth of approximately 7.5 feet below grade in the vicinity of 12th Avenue and N. South Lake Drive	1	LS	$ 20,410.00	$ 20,410.00
144	Install 24-inch liner end seal	1	EA	$ 13,050.00	$ 13,050.00
145	Install 24-inch pressure coupling	1	EA	$ 4,740.00	$ 4,740.00
146	Install 24-inch restraint harness	1	EA	$ 2,560.00	$ 2,560.00
ALLOWANCES					
147	Permit and Fees Allowance	1	EA	$75,000	$75,000
148	Testing Allowance	1	EA	$75,000	$75,000
149	Material / Equipment Supply/Subcontractor Allowance	1	EA	$400,000	$400,000
150	Owner Allowance	1	EA	$200,000	$200,000
151	Indemnification	1	EA	$10	$10

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation. Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise. **CONTRACTOR SHALL PROVIDE UNIT PRICE FOR EACH LINE ITEM**

GRAND TOTAL BASE BID PRICE (FROM BID ITEM NO.1 THROUGH NO. 151):

$ 1,235,670.40

GRAND TOTAL BASE BID PRICE (in words): $ One million two hundred thirty five thousand six hundred seventy dollars and forty cents.

NOTES

1. **REFER TO SECTION 01025 FOR ADDITIONAL DESCRIPTION OF BASE BID ITEMS.**
2. **THE CITY WILL EVALUATE THE BID PROPOSALS AND DETERMINE THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER(S) FOR THE TOTAL BASE BID (ITEMS 1 THROUGH 151). IT IS THE CITY'S INTENT TO AWARD TO MULTIPLE CONTRACTORS FOR THE PROJECT BASED UPON THE TOTAL BASE BID.**
3. **WORK ORDERS FOR ON-CALL AND EMERGENCY REPAIR SERVICES WILL BE ISSUED AS REPAIR WORK IS IDENTIFIED BY THE CITY.**

SECTION 00410

APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:
That we Southeastern Engineering Contractors, Inc., as Principal, and FCCI Insurance Company, as Surety, are held and firmly bound unto the City of Hollywood in the sum of Five Percent of amount of bid Dollars ($5% amount of bid) lawful money of the United States, amounting to **5%** of the total Bid Price, for the payment of said sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated August 3, 2022 20_____ for

ON-CALL AND EMERGENCY WATER AND SEWER UTILITY REPAIR SERVICES

Bid No.: IFB-4730-22-OT

NOW, THEREFORE, if the principal shall not withdraw said bid within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Secretary

Southeastern Engineering Contractors, Inc.
Name of Corporation

911 NW 209 Ave Ste 101
Business Address

Pembroke Pines, FL 33029

By:
(Affix Corporate Seal)

Eduardo Dominguez, President
Printed Name

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I _____, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Eduardo DOminguez _____who signed the said bond on behalf of the Principal, was then President _____of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

(SEAL)

Secretary

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

Secretary

FCCI Insurance COmpany
Corporate Surety
6300 University Parkway
Business Address
Sarasota, FL 34240
BY:

(Affix Corporate Seal)

Attorney-in-Fact Ramon A Rodriguez
Brown & Brown - Miami Dade
Name of Local Agency
8825 NW 21st terrace
Business Address
Doral, FL 34240

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Ramon A Rodriguez to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the FCCI Insurance Company and that the has been authorized by Power of Attorney to execute the forgoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood Florida. Subscribed and sworn to before me this 3rd day of August, 2022

Notary Public, State of Florida

My Commission Expires:

MAYRA RODRIGUEZ
Commission # GG 255859
Expires November 14, 2022
Bonded Thru Budget Notary Services

- END OF SECTION -

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Ramon A. Rodriguez; Mayra Rodriguez; Fausto Alvarez, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of June, 2020.

Attest: _____
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL FLORIDA

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 3rd day of August, 2022

_____
Christina D. Welch, EVP, General Counsel, Chief Audit & Compliance Officer, Secretary FCCI Insurance Company

1-IONA-3592-NA-04 7/2020

SECTION 00420

INFORMATION REQUIRED FROM BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Name/Address: Southeastern Engineering Contractors, Inc
911 NW 209th Ave. #101 Pembroke Pines, FL 33029

2. Contractor's Telephone Number: 305 557 4226
and e-mail address: eddie@southeasterneng.com

3. Contractor's License (attach copy): RG0066528
Primary Classification: Gral Contractor
Broward County License Number (attach copy): 93-1360

4. Number of years as a Contractor in construction work of the type involved in this Contract: 38 years

5. List the names and titles of all officers of Contractor's firm:
Eduardo Dominguez President
Cindy Dominguez VP

6. Name of person who inspected site or proposed work for your firm:
Name: Jose C Peralta
Date of Inspection: 07-20-2022

7. What is the last project of this nature you have completed?
Emergency Replacement of City of Hollywood LS E-4 Force main

8. Have you ever failed to complete work awarded to you; if so, where and why?
No

Ron DeSantis, Governor

Julie I. Brown, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

DOMINGUEZ, EDUARDO

SOUTHEASTERN ENGINEERING CONTRACTORS, INC.
12054 N W 98TH AVE
HIALEAH GARDENS FL 33018

LICENSE NUMBER: RG0066528

EXPIRATION DATE: AUGUST 31, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

GENERAL ENGINEERED CONSTRUCTION BUILDER

93-1360
DOMINGUEZ, EDUARDO - QUALIFYING
SOUTHEASTERN ENGINEERING CONTRACTORS INC
12054 NW 98 AVE
HIALEAH GARDENS FL 33018
EXPIRES 08/31/2022

BR WARD
FLORIDA

CERTIFICATE OF COMPETENCY
Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt. You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

DOMINGUEZ EDUARDO
8961 BAHAMAS SWALLOW WAY
NAPLES FL 34120

BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY

CC# GENERAL ENGINEERED CONSTRUCTION BUILDER
93-1360
DOMINGUEZ, EDUARDO - QUALIFYING
SOUTHEASTERN ENGINEERING CONTRACTORS INC
12054 NW 98 AVE
HIALEAH GARDENS FL 33018

EXPIRES 08/31/2022

9. Name three (3) individuals or corporations for which you have performed work and to which you refer:

Refer to attached list

10. List the following information concerning all contracts on hand as of the date of submission of this proposal (in case of co-venture, list the information for all coventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
Refer to attached list				

(Continue list on inset sheet, if necessary)

11. What equipment do you own that is available for the work?

All

12. What equipment will you purchase for the proposed work?

None

NOTE:
If requested by CITY, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of its current financial condition.

Southeastern ENGINEERING CONTRACTORS, INC.

Previous Experience with Water & Sewer Emergency Repair Work

Emergency Work No. 1	**E4 8in Forcemain Emergency Repair**
Type of Construction:	Sewer Force Main
Client:	City of Hollywood
Client's Rep:	Wilhelmina Montero, P.E. Project Manager (954) 921 3930
Completion Date:	Jul-22

Emergency Work No. 2	**16in Water Main Emergency Repair at 344th ST**
Type of Construction:	Water Main
Client:	City of Florida City
Client's Rep:	Pedro Gonzalez. PE. City Engineer (786) 302 1862
Completion Date:	Aug-20

Emergency Work No. 3	**Emergency Lift Station 2 Repair 501 Golden Isles Dr.**
Type of Construction:	Sewer Lift Station
Client:	City of Hallandale Beach
Client's Rep:	Charles E. Casimir, Operations Manager (786) 284 2222
Completion Date:	Nov-21

Southeastern ENGINEERING CONTRACTORS, INC.

FIRM REFERENCES

Project Title:	Hollywood State Road 7 Lift Stations W12, W13, W23, W24
Contract Amount:	$3,007,950.00
Client:	City of Hollywood
Client's Rep.:	Feng Jiang, Assistant Director Public Utilities 954-921-3930, FJIANG@hollywoodfl.org Scottie Paulino, Public Utilities 954-350-1266, SPAULINO@hollywoodfl.org

Project Title:	Center Island Stormwater Pump Station.
Contract Amount:	$1,235,288.50
Client:	Town of Golden Beach
Client's Rep.:	Alex Diaz, Town Manager, 305-932 0744 alexdiaz@goldenbeach.us

Project Title:	Lift Station No. 103
Contract Amount:	$873,461.59
Client:	City of Plantation
Client's Rep.:	John Adams, Capital Improvement Administrator 954-865-8296 jadams@plantation.org

Project Title:	Lift Station 21 Renovation
Contract Amount:	$454,528.88
Client:	City of Margate
Client's Rep.:	Keith Schriner (Craig A. Smith & Associates), 954-618-9978 kschriner@craigasmith.com

Project Title:	Hallandale Pump Stations Maintenance
Contract Amount:	Varies
Client:	City of Hallandale
Client's Rep.:	Charles Casimir, Utilities Director, 786-284-2222 / 954-457-1629 ccasimir@hallandalebeachfl.gov

Southeastern ENGINEERING CONTRACTORS, INC.

PROJECTS UNDER CONSTRUCTION

Project Title:	**Lift Station W-14 Upgrade**
Type of Construction:	Sewer Pump Station
Contract Amount:	$2,395,072.00
Type of Contract:	Unit Prices
Completed To Date:	99%
Client:	City of Hollywood
Client's Rep:	Mr. Feng Jian PE, Assistant Director (954)-921-3930
Completion Date:	Jul-22

Project Title:	**Annual Storm Drainage Contract**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	2,000,000 Contract Cap
Type of Contract:	Unit Prices
Completed To Date:	30%
Client:	City of Fort Lauderdale
Client's Rep:	Mr. Rares Petrica, Project Manager , Public Words, 954 828-6720
Completion Date:	Jun-23

Project Title:	**Center Island Pump Station**
Type of Construction:	Stormwater Pump Station
Contract Amount:	$1,235,280.50
Type of Contract:	Unit Prices
Completed To Date:	99%
Client:	Town of Golden Beach
Client's Rep:	Mr. Orlando Rubio, Senior Supervising Engineer 561 314 4445, x203
Completion Date:	Jul-22

Project Title:	**CDBG 47th NW 8th Ave**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	$136,387.50
Type of Contract:	Unit Prices
Completed To Date:	99%
Client:	City of Wilton Manors
Client's Rep:	Todd De Jesus, City Project Manager 954 290 5378
Completion Date:	Jul-22

Project Title:	**Rehabilitation of Lift Station 22A, 21D, and New Force Main**
Type of Construction:	Sewer Pump Stations and Force Main
Contract Amount:	$2,623,312.75
Type of Contract:	Unit Prices
Completed To Date:	0%
Client:	City of Coral Springs
Client's Rep:	Najla Zerrouki, City Engineer 954 510 4700
Completion Date:	Feb-23

Project Title:	**Water System Interconnect Upgrades**
Type of Construction:	Water Main Improvements
Contract Amount:	$642,890.00
Type of Contract:	Unit Prices
Completed To Date:	30%
Client:	City of Pompano Beach
Client's Rep:	Mathew Marsh, McCafferty Brinson Consulting, LLC 954 918 0744
Completion Date:	Dec-22

Project Title:	**Civil Work Related to Taft Street FM Wall Loss Verification**
Type of Construction:	Water Main, FM and Sanitary Sewer Improvements
Contract Amount:	$469,887.00
Type of Contract:	Unit Prices
Completed To Date:	6%
Client:	City of Hollywood
Client's Rep:	Juan Jose Figueroa, PE Senior Project Manager- ECSD 954-864-6622
Completion Date:	Dec-22

Southeastern ENGINEERING CONTRACTORS, INC.

PROJECT EXPERIENCE (Last 5 Years)

Project Title:	**El Jardin Stormwater Improvements**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	$322,643.00
Type of Contract:	Unit Prices
Client:	Village Of El Portal
Client's Rep:	Mr. Orlando Rubio, Senior Supervising Engineer, 561 314 4445, x203
Completion Date:	Apr-22

Project Title:	**CDBG 45th and 46th NW 8th Ave**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	$419,350.50
Type of Contract:	Unit Prices
Client:	City of Wilton Manors
Client's Rep:	Todd De Jesus, City Project Manager
Completion Date:	Jan-22

Project Title:	**Annual Storm Drainage Contract**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	2,000,000 Contract Cap
Type of Contract:	Unit Prices
Client:	City of Fort Lauderdale
Client's Rep:	Mr. Rares Petrica, Project Manager , Public Words, 954 828-6720
Completion Date:	Jun-21

Project Title:	**Outfall 13 at 14 Harbor Point Construction Project**
Type of Construction:	Drainage
Contract Amount:	$234,302.30
Type of Contract:	Unit Prices
Client:	Village of Key Biscayne
Client's Rep:	Natanael Diaz, Project Manager
Completion Date:	Dec-20

Project Title:	**Lift Station W-27 Upgrade**
Type of Construction:	Sewer Pump Station
Contract Amount:	$402,740.01
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Feng Jian PE, Assistant Director (954)-921-3930
Completion Date:	Oct-20

Project Title:	**Lift Station No. 103**
Type of Construction:	Sewer Pump Stations
Contract Amount:	$873,461.59
Type of Contract:	Unit Prices
Client:	City of Plantation
Client's Rep:	John Adams, Capital Improvement Administrator 954-865-8296
Completion Date:	Dec-20

Project Title:	**NW 67th Avenue Widening Project**
Type of Construction:	Roadway improvements

Contract Amount:	$505,725.93
Type of Contract:	Unit Prices
Client:	Town of Miami Lakes
Client's Rep:	Omar Santos Public Works Engineer (305) 364-6100 Ext.1182
Completion Date:	Sept. 2020

Project Title:	**Rehabilitation of Wastewater Pump Station No. 12**
Type of Construction:	Sewer Pump Station
Contract Amount:	$918,527.09
Type of Contract:	Unit Prices
Client:	City of North Miami
Client's Rep:	Miguel A Lockward, EI, ENV SP (305).265.5420
Completion Date:	Sept. 2020

Project Title:	**Lift Station 117 and 307 Rehabilitation**
Type of Construction:	Sewer Pump Stations
Contract Amount:	$914,313.75
Type of Contract:	Unit Prices
Client:	City of Sunrise
Client's Rep:	Gregg Bagnall 954-888-6097
Completion Date:	Jan. 2021

Project Title:	**Margate Lift Station 21 Renovation**
Type of Construction:	Sewer Pump Station
Contract Amount:	$454,528.88
Type of Contract:	Unit Prices
Client:	City of Margate
Client's Rep:	Keith Schriner (Craig A. Smith & Associates), 954-618-9978
Completion Date:	Nov. 2020

Project Title:	**High Tide Stormwater Improvements**
Type of Construction:	Drainage
Contract Amount:	$131,512.00
Type of Contract:	Unit Prices
Client:	Town of Golden Beach
Client's Rep:	Mr. Orlando Rubio, Senior Supervising Engineer, 561 314 4445, x203
Completion Date:	Mar. 2020

Project Title:	**State Road 7 Lift Stations (W-12, W-13, W-23 & W-24)**
Type of Construction:	Sewer Pump Stations
Contract Amount:	$3,007,950
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Jitendra Patel, PE, Assistant Director
Completion Date:	Mar. 2020

Project Title:	**Florida City Water & Sewer Utility Relocation-Adjustments**
Type of Construction:	Water and Sewer
Contract Amount:	$323,755
Type of Contract:	Unit Prices
Client:	City of Florida City
Client's Rep:	Pedro Gonzalez PE, City Engineer 786-302-1862
Completion Date:	Dec. 2020

Project Title: **Lift Station E-4 Repair Project**

Type of Construction:	Sewer Pump Station
Contract Amount:	$204,247.00
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Jitendra Patel, PE, Assistant Director
Completion Date:	Dec. 2019

Project Title:	**Pump Stations D-10 & D-11 Flow Analysis and Redesign**
Type of Construction:	Sewer Pump Stations
Contract Amount:	$1,026,980
Type of Contract:	Unit Prices
Client:	City of Fort Lauderdale
Client's Rep:	Daniel Fisher, PE, Project Manager 954-632-6487
Completion Date:	Feb. 2019

Project Title:	**2017 Alley Reconstruction Program**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	$1,159,138
Type of Contract:	Unit Prices
Client:	City of Hollywood
Client's Rep:	Clarissa Ip Project Manager 954-921-3915
Completion Date:	Oct. 2019

Project Title:	**Master Lift Station No. 1 Rehabilitation**
Type of Construction:	Sewer Pump Station
Contract Amount:	$1,323,689
Type of Contract:	Unit Prices
Client:	City of Delray Beach
Client's Rep:	Richard Chipman, Construction Manager 561-655 6175
Completion Date:	July. 2019

Project Title:	**Mary Brickell Village Drainage Improvements (Pump Station)**
Type of Construction:	Drainage Pump Station
Contract Amount:	$2,576, 882
Type of Contract:	Unit Prices
Client:	City of Miami
Client's Rep:	Valentine Onuigbo, Construction Manager 305-416-2588
Completion Date:	Jan. 2019

Project Title:	**Tribute Element**
Type of Construction:	Drainage and Water Main Improvements
Contract Amount:	$722,213
Type of Contract:	Lump Sum
Client:	Tutor Perini
Client's Rep:	Scott Prince
Completion Date:	Jan. 2019

Project Title:	**State Road A1A Water Main Improvements**
Type of Construction:	Water Main and Roadway Improvements
Contract Amount:	$955,489
Type of Contract:	Unit Prices
Client:	City of Pompano Beach
Client's Rep:	Bradley Wolak, PE Project Manager 954-786-5520
Completion Date:	May. 2018

Project Title:	**Sanitary Sewer Pump Station D-45 Replacement.**
Type of Construction:	Sewer Pump Station
Contract Amount:	$374,534
Type of Contract:	Unit Prices
Client:	City of Fort Lauderdale
Client's Rep:	Maureen Lewis, 954-828 5239
Completion Date:	July. 2018

Project Title:	**Miscellaneous Roadway & Drainage Services**
Type of Construction:	Drainage and Roadway Improvements
Contract Amount:	$769,943
Type of Contract:	Unit Prices
Client:	City of Miami Lakes
Client's Rep:	Carlos Acosta, Public Works Director 305-364 6100
Completion Date:	July. 2018

Project Title:	**Lift Station 21C Reconstruction and New Force Main**
Type of Construction:	Sewer Pump Station and 10" Force Main
Contract Amount:	$986,387
Type of Contract:	Unit Prices
Client:	City of Coral Springs
Client's Rep:	Omar Khan, PE, City Representative 954-510-4700
Completion Date	Feb. 2018

Project Title:	**Florida National University**
Type of Construction:	Roadway, Drainage, 2" & 3" Water-Main.
Contract Amount:	$550,000
Type of Contract:	Unit Prices
Client:	Tutor Perini
Client's Rep:	David Timpe, Project Manager 954-733-4211
Completion Date	March. 2018

Project Title:	**Lauderhill Lift Station 2**
Type of Construction:	Sewer Pump Station
Contract Amount:	$677,029
Type of Contract:	Unit Prices
Client:	City of Lauderhill
Client's Rep:	Herb Johnson, Utilities Director, 954-730-4207
Completion Date:	Dec. 2017

Project Title:	**Margate Water System Atlantic Boulevar Interconnect**
Type of Construction:	Water Main Improvements
Contract Amount:	$135,857
Type of Contract:	Unit Prices
Client:	City of Pompano Beach
Client's Rep:	Jeff English
Completion Date:	Dec. 2017

Project Title:	**Repair Work for City Roads, Streets and Facilities**
Type of Construction:	Sidewalk, Drainage and Water Main Improvements
Contract Amount:	$332,156.10
Type of Contract:	Unit Prices
Client:	City of Aventura
Client's Rep:	Anthony Mihalko, Project Manager
Completion Date:	Dec. 2017

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and address of each Subcontractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed and hold a valid Hollywood Certificate of Competency.

	Work to be Performed	Subcontractor's Name / Address
1.		
	Weko-Seals installation	Miller Pipeline 8850 Crawfordsville Rd Indianapolis, IN 46234
2.		
3.	Concrete	Caldwell & J 15411 SW 294 terrace Homestead FL 33033
4.		
	Tapping	Rangeline Tapping Services Royal Palm Beach, FL 33421 PO Box 210155
5.		
6.		
7.		
8.		
9.		
10.		

NOTE: Attach additional sheets if required.

- END OF SECTION -

SECTION 004350

LOCAL PREFERENCE

(EXHIBIT "A")

Pursuant to §38.50 of the City of Hollywood *Code of Ordinances*, the City shall grant a preference to local Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer, which must be at least 1% less than the bid of the lowest responsible responsive non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

SECTION 00495

TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance	Cost
Trench Box	Total $ 2,500.00

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the owner and Engineer are not, responsible to determine if any safety related standards apply to the project, including but not limited to, the "Trench Safety Act".

Witness Signature	Contractor's Signature
Jose C Perello	Eduardo Dominguez
Witness Printed Name	Printed Name
911 NW 209th Ave. #101 Pembroke Pines, FL 33029	President
Witness Address	Title
07/28/2022	07/28/2022
Date	Date

- END OF SECTION -

SECTION 00200

NOTICE OF IMPOSITION OF CONE OF SILENCE

On June 27th, 2022, the City of Hollywood, Florida Department of Procurement Services Division issued the following:

Bid #IFB-4730-22-OT: ON-CALL AND EMERGENCY WATER AND SEWER UTILITY REPAIR SERVICES

Project Scope: Work to be performed under this Contract shall consist of furnishing all labor, tools, materials, supplies, machinery, essential communications, equipment, transportation, services and incidentals required for routine or emergency installation and repair services, including repair and installation of water mains, gravity sewer mains, force mains and appurtenances within the City of Hollywood, as well as any collateral damages, including but not limited to, pavement restoration, sod restoration and related restoration services in a competent, timely and professional manner. All emergency Work shall be completed in compliance with the solicitation documents, American Water Works Association standard practices and the City of Hollywood Public Utilities Department "Standard Details, Specifications Policies and Procedures for Water Distribution and Sewage Collection", all applicable local, state and Federal laws and regulations including the Occupational Safety and Health Act Administration of the U.S. Department of Labor (OSHA), including all costs of permits and cost of regulatory compliance.

Pursuant to Section 30.15(F) of the Code of Ordinances, a Cone of Silence has been imposed on the items set forth above. The Cone of Silence will continue until the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation. If the City Commission refers the item back to the City Manager and staff for further review, the Cone of Silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

cc: City Commission Office
City Manager
City Clerk (sunshine board)
Affected department(s)/office(s)

- END OF SECTION -

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA:
Business Name: SOUTHEASTERN ENGINEERING CONTRACTORS, INC.

Owner Name: EDUARDO DOMINGUEZ
Business Location: 911 NW 209TH AVE STE 101 PEMBROKE PINES
Business Phone: 305-557-4226

Receipt #: 189-319371
Business Type: ALL OTHER TYPES CONTRACTOR (GENERAL ENGINEERED CONSTRUCTION BUILDER)
Business Opened: 01/01/2021
State/County/Cert/Reg: 93-1360
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		23		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

SOUTHEASTERN ENGINEERING CONTRACTO
911 NW 209TH AVE STE 101
PEMBROKE PINES, FL
33029-2112

Receipt #02A-20-00004247
Paid 09/10/2021 81.00

2021 - 2022

CITY OF PEMBROKE PINES
601 CITY CENTER WAY, LBTR-4TH FLOOR
PEMBROKE PINES, FL 33025

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO:
RECEIPT-NO:

RECEIPT-YEAR:

NOTICE
In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

BUS NAME :
BUS ADDR :
BUS DESCR :

RECEIPT-TYPE:

BUSINESS-CLASSIFICATION		INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
ADMSER	ADMINISTRATIVE SERVICES				
SIGN	BUSINESS SIGN				

SOUTENG-01 STWIGGS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/26/2022

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
Collinsworth, Alter, Fowler & French, LLC
15050 NW 79th Court
Suite 200
Miami Lakes, FL 33016

CONTACT NAME:
PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co Reading	20427
INSURER B : Continental Insurance Company	35289
INSURER C : Valley Forge Insurance Company	20508
INSURER D : Federal Insurance Company	20281
INSURER E :	
INSURER F :	

INSURED
Southeastern Engineering Contractors, Inc.
911 NW 209th Ave,
Suite 101
Pembroke Pines, FL 33029

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR		X	6081171774	9/22/2021	9/22/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			6081171807	9/22/2021	9/22/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY	SCHED AUTOS					BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY	X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			7017643364	10/30/2021	9/22/2022	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N		6081171791	9/22/2021	9/22/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Equipment Floater			45472831	9/22/2021	9/22/2022	Leased/Rented	500,000

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

CERTIFICATE HOLDER

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

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SOUTHEASTERN ENGINEERING CONTRACTORS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
911 NW 209TH AVE. #101

Requester's name and address (optional)

6 City, state, and ZIP code
PEMBROKE PINES, FL 33029

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 4 2 5 8 5 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 07/28/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Agenda Item Report

Subject:	Motion to Approval for a light pole replacement for Public Services - Public Services Director Odoms RESOLUTION NO.: 2025-072 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING THE REPLACEMENT OF A LIGHT POLE UTILIZING A PIGGYBACK CONTRACT WITH UPRIGHT ELECTRICAL SERVICES ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	The Public Works Department has identified the need to replace a damaged or outdated light pole to maintain public safety and infrastructure standards. To expedite the procurement process and ensure cost efficiency, the Town intends to utilize a piggyback contract based on an existing competitively bid agreement.
Staff Recommendations:	Staff recommends approval of the light pole replacement project and authorization to proceed using the piggyback procurement method.
Procurement:	Piggyback agreement
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No: 2025-072
Piggyback Agreement
Complete_with_Docusign_E4X57-R0_AwardDocumen
Proposal 2025-0825
Proposal 2025-1023

RESOLUTION NO. 2025-072

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING THE REPLACEMENT OF A LIGHT POLE UTILIZING A PIGGYBACK CONTRACT WITH UPRIGHT ELECTRICAL SERVICES ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Services Department has identified the need to replace a light pole to maintain public safety and infrastructure standards; and

WHEREAS, the Town has determined that utilizing a piggyback contract with Upright Electrical Services based on an existing competitively bid agreement is the most efficient and cost-effective method for procurement; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, THAT:

Section 1: The Town Commission hereby approves the replacement of the light pole for the Public Works Department.

Section 2. The Town Commission authorizes the use of a piggyback contract with Upright Electrical Services, attached hereto as Exhibit A, based on an existing competitively bid agreement to procure the necessary materials and services.

Section 3. The Town Manager is authorized to execute the contract attached hereto as Exhibit A, and take all necessary actions to implement the project, subject to legal review.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 7th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of ____ 2025, by and between:

> **TOWN OF PEMBROKE PARK**, **FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";
>
> and
>
> **UPRIGHT ELECTRICAL SERVICES LLC**, a corporation authorized to do business in the State of Florida, with a principal address of 9942 S.W. 1st Court, Coral Springs, FL 33071, hereinafter "Contractor," who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide street light pole replacement and repair services; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about July 12, 2024, between the Contractor and the Florida Department of Transportation (the "Agreement"), attached hereto as **Exhibit "A**," and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit "A"** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit "A"** and as modified herein. The scope is limited to finance services, no services being provided fall within the definition of "professional services," as defined by Sec. 287.055, F.S.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms, and conditions set forth in **Exhibit "A"** shall govern the relationship between the Town and Contractor, except as amended below:

A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A**," except said services shall be performed in and for the Town.

B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.

C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**

D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town 's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.

E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.

F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.

G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

H. The term of this Agreement shall commence upon execution by both parties and shall terminate on January 12, 2026, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

A. Contractor shall comply with the Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

2. Upon request by Town's records custodian, provide Town with a copy of 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.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

1. "*Contractor*" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a contractor or consultant.

2. "*Subcontractor*" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

3. "*E-Verify system*" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not

limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 6. **Scrutinized Companies.**

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town: Geoffrey Jacobs, Mayor
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
gjacobs@tppfl.gov

Copy to: Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor: Oral B. Wilks, Manager
Upright Electrical Services LLC
9942 S.W. 1st Court
Coral Springs, FL 33071

Section 9. **Severability**. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
GEOFFREY JACOBS
Mayor

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

UPRIGHT ELECTRICAL SERVICES LLC.

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of □ physical presence or □ online notarization, on this ____ day of _____, 2025, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BID BLANK
STATE JOB (BID AVERAGE METHOD)

375-020-17
CONTRACTS ADMINISTRATION
OGC - 09/13

Let by: District 4 - Ft. Lauderdale

UPRIGHT ELECTRICAL SERVICES LLC
(Void if used by any bidder other than one this Form issued to)

FINANCIAL PROJECT NO(S).: 435613-7-72-01

ROAD(S) NO(S).: STATE HIGHWAY SYSTEM AND PARK AND RIDES

This project is let under the authority of Chapter 337, F.S.

CONTRACT NO.: E4X57-R0

CONTRACT CALENDAR DAYS: 365

DATE BIDS DUE: 07/12/2024

TOTAL AMOUNT:
450,000.00

DATE OF AWARD: 08/13/2024

DATE OF CONTRACT EXECUTION:

BID AVERAGE METHOD

10.54 **% DBE Availability**

PROPOSAL

To Accompany
THE STANDARD SPECIFICATIONS AS AMENDED BY THE SPECIFICATIONS PACKAGE AND ANY SUPPLEMENTAL SPECIFICATIONS PACKAGES, AND THE PLANS.

FOR ABOVE PROJECT(S)

The work under this contract consists of repairing lighting deficiencies along the State Highway System and Park and Rides

in BROWARD County(ies)

NOTE: Attach your Proposal Guaranty to this bid blank. All Extensions must be carried out. Any changes made in unit bid prices must be initialed by bidder.

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT
District

375-020-26
CONTRACTS ADMINISTRATION
OGC - 08/15

This Contract, is entered into between the State of Florida Department of Transportation, hereinafter called the Department, and UPRIGHT ELECTRICAL SERVICES LLC

of 9942 SW 1ST COURT, CORAL SPRINGS, FL 33071 , herein called the Contractor.

The Contractor agrees with the Department, for the consideration herein mentioned, and at its own proper cost and expense, to do all the work and furnish all the materials, equipment, supplies and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Proposal, Standard Specifications as Amended by the Specifications Package and any Supplemental Specifications Packages, and the Plans, under security as set forth in the attached bond, all of which are hereby adopted and made part of this Contract and incorporated by reference herein, and to the satisfaction of the duly authorized representatives of the Department of Transportation, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under this Contract.

The Contractor shall also maintain such insurance as will protect the Department from any or all claims for property damage, personal injury and bodily injury including death, which may arise from operations under this Contract. Certificates of such insurance shall be filed with the Department and shall be subject to its approval for adequacy of protection.

It is agreed that the work to be done under this Contract is to construct or otherwise improve the road(s), bridge(s), and building(s) described as:

The work under this contract consists of repairing lighting deficiencies along the State Highway System and Park and Rides

in BROWARD COUNTY County(ies), a distance of approximately

and known as Federal Aid Project No(s).:

Financial Project No(s).: 435613-7-72-01 Contract No. E4X57-R0

Complete the following as appropriate

Entity Name: (Seal)

Authorized Signature: Signed by: Lisa Wilks E5E53F3C37F648C... Name & Title (Print): 08/13/2024 | 12:43 PM EDT

*Signature: Name & Title (Print):

*In the event of a Partnership both signature and printed name of 2 partners must be affixed.

Organized and existing under the laws of the State of and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

District 4

Attorney FDOT
District 4 General Counsel

Date

In consideration of the foregoing premises, the Department agrees to pay the Contractor, for all items of work performed and material furnished at the unit prices and under conditions set forth in the attached proposal.

IN WITNESS WHEREOF, the Department has hereunto caused these presents to be subscribed and the Contractor has affixed its name and seal, the date aforesaid. The terms of this contract shall be binding upon full execution and date referenced below.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: Date:

Director of Transportation Operations

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

August 13, 2024

UPRIGHT ELECTRICAL SERVICES, LLC
9942 SW 1ST COURT
CORAL SPRINGS, FL 33071
954-732-2052 upright_es@outlook.com

Vendor Number: VF 823 681 989 001

Contract Number:	**E4X57-R0**
Financial Project Number:	**435613-7-72-01**
Awarded Amount:	**$450,000.00**
County(ies):	**Broward**
Letting Date:	**July 12, 2024**

Dear Sir/Madam:

The above referenced Contract is awarded to your firm as of the date of this letter.

Please execute the Contract and return the executed Contract to this office within **ten (10) business days of the Award (due August 27, 2024)**.

The estimated completion date of this Contract is **07/25/2025.**

No Work is to be done on this Contract until the Department has issued the Notice to Proceed.

Sincerely,

Sabine Wehder
For Margaret Simpkins
District 4, District Contract Administrator

Attachments: Award Documents, Instructions

cc: Christopher Chanel, District Maintenance, FTBA, File

To: Sabine.Wehder@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

E4X57

7/17/2024

CONTRACT INFORMATION

Contract:	E4X57
Contract Type:	EM - DISTRICT MAINTENANCE CONTRACTS (DIS/MAINTE)
Method of Procurement:	X - COMPETITIVE BID (337.11, F.S.; 334.30, F.S.)
Vendor Name:	UPRIGHT ELECTRICAL SERVICES LLC
Vendor ID:	F823681989001
Beginning Date of This Agreement:	07/12/2024
Ending Date of This Agreement:	01/12/2026
Contract Total/Budgetary Ceiling:	ct = $450,000.00
Description:	Repairing lighting deficiencies along the State Highway System and Park and Rides in Broward County

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 7/17/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55044030491
Expansion Option:	A1
Object Code:	242059
Amount:	$450,000.00
Financial Project:	43561377201
Work Activity (FCT):	400
CFDA:	
Fiscal Year:	2025
Budget Entity:	55150200
Category/Category Year:	088712/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	ME4X57
Enc Line (6s)/Status:	0001/04

Total Amount: $450,000.00

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

BID SOLICITATION NOTICE – District 4
FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MAINTENANCE PROGRAMS
FDOT District 4- Office of Procurement
3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309

Ft. Lauderdale, FL
June 12, 2024
Advertisement No. 1

All bids must be completed using **Project Bids** software available on the Bid Express website at https://bidx.com/fl/main.

Unless otherwise stipulated in the proposal description, bids for all projects listed in this Bid Solicitation Notice must be submitted using Bid Express only. No other means of submission of bids will be accepted. Please visit the Contracts Administration Website at: https://www.fdot.gov/contracts for more information on Bid Express. Submitting bids through Bid Express requires a Digital ID. To obtain a Digital ID, please contact Bid Express at https://www.bidx.com. Allow up to 6 days to complete the Digital ID registration.

Bids for the projects in this Bid Solicitation Notice will be accepted by Bid Express until 10:30 AM Local Time on Friday, July 12, 2024**.**

Bid totals for each bid submitted will be read aloud for those present and will be available at 10:30 AM July 12, 2024 in the Procurement Office, 1st Floor, District Four Headquarters, Ft. Lauderdale, Florida.. Agenda: a) Opening Remarks; b) 15 minutes of public input; c) Reading of bids; d) Closing. Anyone needing special accommodations under the Americans with Disabilities Act of 1990 should send an e-mail to: contracts.admin@dot.state.fl.us or call telephone number (954)777-4612. Special accommodation requests under the Americans with Disabilities Act should be made at least seven days prior to the public meeting. Bidders may obtain preliminary bid results at: https://fdotwp1.dot.state.fl.us/wTBidLetting/LettingMain, select district then click on appropriate date.

DEADLINE FOR PROPOSALS AND PROPOSAL HOLDERS LIST

The deadline for obtaining bid packages shall be 24 hours prior to the scheduled letting date and time. A list of plan holders may be obtained by visiting the District Contracts Administration website at: www.fdot.gov/contracts/d4, click "Letting and Project Information" and select letting date from the Lettings Menu.

-----NOTE-----

Proposals will not be issued after 10:30 AM **Local Time on** Thursday**,** July 11, 2024 **.**

Document Ordering Information
Orders for documents are placed using the Contract Proposal Processing Online Ordering System at CPP.Web (fdot.gov). There is no charge for ordering/downloading documents. Online Ordering is available Monday through Friday from 6 AM. to 9 PM. and Saturday from 6 AM. to 7 PM. **To Place An Order** • A current State of Florida Vendor Number is required prior to first-time registration; please visit http://dms.myflorida.com/egovernment_tools/myflorida_marketplace for more information. Please allow 24 to 48 hours for receipt of a new vendor number. • Prior to placing orders, an individual shall register and establish an Internet Subscriber Account with the Department of Transportation at https://fdotwp1.dot.state.fl.us/contractproposalprocessingonlineordering/. Please allow 48 to 72 hours (excluding weekends and holidays) for the registration and approval.

PREQUALIFICATION

Contractors must have a current certificate of qualification in accordance with Florida Statute 337.14(1) and Rule Chapter 14-22, Florida Administrative Code, on the date of the letting to bid on construction projects over $250,000.00 as established by the Department's budget. Maintenance contracts do not require a contractor to have a certificate of qualification, unless stipulated in the project description and specifications. If deemed necessary by the Department, certain maintenance contracts will contain specific requirements for maintenance contractor eligibility.

PREQUALIFIED CONTRACTORS CURRENT CAPACITY

In order for the Department to have the information required to determine a prequalified bidder's Current Capacity, it is necessary that the prequalified contractor certify the total dollar amount of all work the contractor has underway. This certification shall be accomplished electronically by submitting the Certification of Work Underway (Online Web Application) https://www.fdot.gov/contracts/PreQual_Info/prequalified.shtm to the Department every 30 calendar days.

CONFLICT OF INTEREST

A contractor who performs a constructability review on a design contract or who participates in a value engineering study workshop or cost risk analysis workshop, is prohibited from bidding on the construction of that contract.

SCRUTINIZED COMPANIES

A company that is on the Scrutinized Companies with Activities in Sudan List, is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria, may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services.

BID REJECTION

Bidders are hereby notified that all bids on any of the following projects are likely to be rejected if the lowest responsive bid received exceeds the engineer's estimate by more than ten percent (10%). In the event any of the bids are rejected for this reason, the project may be deferred for re-advertising. In addition, award of all federally funded projects will be subject to Federal Highway Administration concurrence.

PROTEST RIGHTS

Pursuant to Section 120.57, Florida Statutes, any person adversely affected by a **bid solicitation** shall file both a notice of protest and bond within 72 hours after posting of the Bid Solicitation Notice and shall file a formal written protest within ten days after filing the notice of protest. Any person who files a notice of protest as to a bid solicitation pursuant to this rule shall post with the Department, at the time of filing the notice of protest, a bond payable to the Department in the following amounts: For an action protesting a bid solicitation that requires qualification of bidders, the bond shall be $5,000. For an action protesting a bid solicitation for which bidders are not required to be prequalified by the Department to be eligible to bid, the bond shall be $2,500. The required notice of protest, bond and formal protest must each be timely filed with the Clerk of Agency Proceedings, Florida Department of Transportation, Mail Station 58, Room 550, 605 Suwannee Street, Tallahassee, Florida 32399-0458, FAX (850) 414-5264. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for the filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Pursuant to Section 120.57, Florida Statutes, any person adversely affected by a **bid rejection or contract award** shall file both a notice of protest and bond within 72 hours after the posting of the Summary of Bids. If notice of intended decision is given by certified mail or express delivery, the adversely affected person must file both the notice of protest and bond within 72 hours after receipt of the notice of intent. A formal written protest must be filed within ten days after filing the notice of protest. Any person who files a notice of protest as to a bid rejection or contract award pursuant to this rule shall post with the Department, at the time of filing the notice of protest, a bond payable to the Department in the following amounts: For an action protesting a bid rejection or contract award that requires qualification of bidders, the Bond shall be equal to one percent of the lowest bid submitted or $5,000, whichever is greater. For an action protesting a bid rejection or contract award for which bidders are not required to be prequalified by the Department to be eligible to bid, the bond shall be $2,500. The required notice of protest, bond, and formal protest must each be timely filed with the Clerk of Agency Proceedings, Florida Department of Transportation, Mail Station 58, Room 550, 605 Suwannee Street, Tallahassee, Florida 32399-0458, FAX (850) 414-5264. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

A protest is not timely filed unless the notice of protest, bond, and the formal protest are each received by the Clerk of Agency Proceedings within the required time limits. A protest which is filed prematurely will be deemed abandoned unless timely renewed.

Interested parties can visit our Internet web site at https://www.fdot.gov/contracts/. Information regarding projects posted with the Clerk of Agency Proceedings, Proposal holders, Plan and Special Provisions holders, preliminary letting results, and other noteworthy information is provided on this website. Please note that, for compliance with Florida Statute 337.168(2), the Proposal holder and the Plan and Special Provision holder listings are not published beginning three working days prior to the letting until after the letting.

IDENTICAL BIDS

After consideration in accordance with Article 3-1 of the Standard Specifications for Road and Bridge Construction, or as amended by the project Specifications Package or any Supplemental Specifications Packages, if it is determined that multiple responsive bidders submit identical proposals (bids), the Department will determine the order in which proposals are to be considered for Contract award by means of a random selection: coin toss or drawing of lots. The method used to determine the order in which proposals are to be considered for Contract award shall be announced at the beginning of the public meeting held for the purpose described herein.

INSURANCE

The successful bidder shall submit current general liability insurance and workman's compensation insurance certificates for the duration of the contract in the dollar amounts and manner specified in the most current edition of the Department's Standard Specifications for Road and Bridge Construction. Insurance companies must be authorized to do business in the State of Florida. Proof of such insurance shall be filed with the District Contracts and Procurement Office before the contract can be executed. BE SURE THAT THE CONTRACT NUMBER IS ON EACH INSURANCE CERTIFICATE.

ADDENDA

No negotiations, decisions, or actions will be initiated or executed by a potential bidder as a result of any oral discussion with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department. Notices of changes (addenda) will be posted on the Districts Contracts Administration website at: www.fdot.gov/contracts/d4, click "Letting and Project Information" and select letting date from the Lettings Menu. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid. **All addenda will be acknowledged by signature and subsequent submission of addenda with the bid when so stated in the addenda.**

BID QUESTIONS

Direct questions regarding the advertised projects by posting them to the Department website at the following URL address: https://fdotwp1.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal.

PROPOSAL GUARANTY

For bids over $150,000.00, the standard proposal guaranty of 5% of the bid will be required, unless otherwise stipulated in the proposal advertisement. A Proposal Guaranty of not less than five percent (5%) of the total actual bid in the form of either a certified check, cashier's check, trust company treasurer's check, bank draft of any national or state bank, or a Surety Proposal Guaranty made payable to the Florida Department of Transportation must be received for each bid in excess of **$150,000.00.** A check or draft in an amount less than five percent (5%) of the actual bid will invalidate the bid. The guaranty amount shall include all bid items except construction days for A+B bidding and lane closure for Lane Rental Bidding. Proposal Guaranty shall substantially conform to DOT Form 375-020-09 furnished with the Proposal.

Surety2000 or Tinubu Surety Solution electronic Proposal Guaranty submittal may be used in conjunction with Bid Express internet bid submittal. For more information, please visit https://www.surety2000.com for Surety2000 or https://www.tinubu.com for Tinubu Surety Solution. Paper Proposal Guaranty will also be accepted for bids submitted through Bid Express provided they are received prior to the deadline for receiving bids, by the location(s) identified in this Bid Solicitation Notice. If an electronic proposal guaranty is not being submitted, the bidder must submit an original proposal guaranty. (A fax or a copy sent as an attachment will not be accepted.)

EXECUTION OF CONTRACT

Pursuant to Subsections 3-6 and 3-7 of the Standard Specifications, the successful bidder shall execute the necessary contract documents and return the agreement along with a satisfactory Performance and Payment Bond within ten (10) Calendar days of award, excluding Saturdays, Sundays, and state holidays, unless noted otherwise in the project specifications. A 100% Payment and Performance Bond will be required for all projects unless noted otherwise in the

project specifications. All work is to be done in accordance with the Plans, special Provisions of the State of Florida Department of Transportation.

Prior to execution of the contract with the Department, **a corporation must show proof that it is authorized to do business in the State of Florida.** Florida corporations should provide a copy of the certificate of Incorporation and foreign corporations should provide a copy of Certificate of Authority from the Florida Department of State.

Important Note: Actual commitment and final execution of the contract is contingent upon an approved legislative budget and funds availability.

DBE PARTICIPATION

Disadvantaged Business Enterprise (DBE) Availability Goal Information is contained in the Bid Solicitation Package. DBE Participation and Bidder Opportunity List for Prime Contractors shall be reported in the **Equal Opportunity Compliance (EOC)** system no later than 3 business days of submission of the bid. The EOC system is a web-based application for Prime Contractors, statewide, to report their Bidder Opportunity List, DBE Commitments, and DBE/MBE Subpayments. Complete and submit the DBE Participation (i.e. DBE Commitments) and Bid Opportunity List in the EOC.

More information regarding EOC can be referenced at: https://www.fdot.gov/equalopportunity/eoc.shtm

DEBARMENT/SUSPENSION

All bids submitted to the Department shall include a statement that by signing and submitting this proposal, the bidder certifies that no principal (which includes officers, directors or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

MANDATORY PRE-BID CONFERENCE

For projects with mandatory Pre-Bid Meeting, proposals (BIDDING DOCUMENTS) will be issued only to the attendees of the meeting. Prospective bidders ordering bidding documents prior to the Pre-Bid Meeting will be given access to download the bidding documents within 24 hours after the Pre-Bid Meeting. Those prospective bidders ordering the documents after the Pre-Bid Meeting will need to contact the office advertising the project to confirm attendance and receive access to download the bidding documents. Please contact the office at least two working days prior to the deadline for obtaining bidding documents to allow time for processing.

LATE ARRIVALS TO MANDATORY PRE-BID MEETINGS

All bidders must be present and signed in prior to the start of the mandatory pre-bid meeting. Anyone not signed in at the commencement of the meeting will be considered late and will not be allowed to bid on the project.

FIRST TIME BIDDERS

Bidders bidding for the first time with the Department can access the New Bidder's Orientation document at: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/contracts/new-bidders-orientation.pdf?sfvrsn=aef131ae_2

POSTING NOTICE

The bid tabulation and intent to award will be posted on August 06, 2024 or August 13, 2024 at www.fdot.gov/contracts/d4, click the "Letting and Project Information" and select letting date from the Listings Menu. The posting provides notice of the Department's intent to award a contract or reject all bids. The Department's Notice of Intent regarding a project will be posted on only one of the alternate posting dates. Bidders are solely responsible for timely monitoring or otherwise verifying on which of the specified alternate posting dates the posting of award or rejection of all bids actually occurs.

If the posting dates are revised, all bidders for the subject project will be notified.

AFFIRMATIVE ACTION (EQUAL EMPLOYMENT OPPORTUNITY)

The Florida Department of Transportation (hereinafter referred to as the "Department"), in accordance with **Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4 and related authorities, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21**, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively insure that in any contract entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, or sex in consideration for an award. Further, it is the policy of the Department to not discriminate against bidders on the grounds of race, color, national origin, religion, sex, age, or disability/handicap in consideration for an award. A bidder must have an approved DBE Affirmative Action (DBE/AA) Plan prior to contract award. Please use the following link https://www.fdot.gov/contracts/cpp-online-ordering/bidder-assist.shtm Standard Specifications for Road and Bridge Construction and the Special Provisions for instructions for submission of a DBE/AA Plan. The DBE/AA Plan should be submitted for approval prior to the bidding.

MINIMUM WAGE

The minimum wage for all hours worked in Florida is available at http://www.floridajobs.org.

EMAIL SUBSCRIPTION LIST

To get on the e-mail subscription list, go to https://fdotwp1.dot.state.fl.us/reportsubscriptions/ and fill out the necessary information to "Subscribe". To obtain information concerning other districts, go to https://www.fdot.gov/contracts/district-offices/distco.shtm.

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 A.M. to 5:00 P.M. Local Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

By submitting a bid, the contractor/consultant/vendor agrees to comply with section 20.055(5) Florida Statute, and to incorporate in all subcontracts the obligation to comply with section 20.055(5) Florida Statute.

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Florida Department of Transportation

Notice to Contractors Index

Published: June 12, 2024

Letting ID: 04240712

Please use the following proposal ID and the letting ID when ordering plans/proposal or specifications for the July 12, 2024 letting.

Page Number	Proposal Id	Proposal Notes	Fin Proj Numbers	County
3	E4X57-R0	LIGHTING PUSHBUTTON CORRECT LIGHTING DEFICIENCIES, ARTERIAL	43561377201(*)	BROWARD

Proposal Note Codes:

Note: (*) indicates lead project

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Florida Department of Transportation
Bid Solicitation Notice and Approximate Quantities

Letting:	04240712	Call Order: 004	Proposal: E4X57-R0	District:04	
Counties:	BROWARD				
Road Name:	LIGHTING REPAIR				
Limits:	Midpoint				
Project(s):	43561377201(*)		Federal Aid No: N/A		
Total Roadway Length:		0.000 Miles		Contract Days:	365
Total Bridge Length:		0.000 Miles		Letting Date:	07/12/24
Total Proposal Length:		0.000 Miles		Contract Execution Days:	10
				Special Start Date:	N/A
				Aquis/Flexible Start Time:	13
Proposal Budget Estimate:			$450,000.00		

Please read the full advertisement

Description:

The work under this Contract consists of repairing lighting deficiencies along Broward State Highway and Park and Ride.

ADVERTISED ESTIMATE: The award amount and contract performance bond shall be based on the Department s advertised estimate amount of $450,000.00 and not the contractor s bid total.

PERFORMANCE BOND: A Contract / Performance bond is required for this project.

REQUIRED SUBMITTAL WITH BID: Experience Form Highway Lighting 850-070-11

AWARD OF THIS CONTRACT IS CONTINGENT UPON ANNUAL LEGISLATIVE APPROPRIATION BUDGET APPROVAL OF FISCAL YEAR 2025 FUNDS.

PLEASE READ STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FY2024-25 (SECTION 7-13) FOR INSURANCE LIMITS.

Call Order: 004 Proposal: E4X57-R0

ALT	Item	Description	Unit	Quantity
Section 0001 SODDING (SY)				
	0110- 4- 10	REMOVAL OF EXISTING CONCRETE	SY	42.000
	0508- 2- 5	MOVABLE BRIDGE GATE, ADJUST/MODIFY/REHAB	AS	1.000
	0522- 2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	97.000
	0570- 1- 2	PERFORMANCE TURF, SOD	SY	25.000
	0630- 2- 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	40.000
	0630- 2- 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	140.000
	0630- 2- 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	110.000
	0630- 2- 65	CONDUIT, REMOVE, BRIDGE MOUNT	LF	30.000
	0635- 2- 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	9.000
	0635- 2- 50	PULL & SPLICE BOX, REPAIR	EA	144.000
	0635- 3- 12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	13.000
	0639- 1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	2.000
	0639- 3- 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	1.000
	0639- 3- 60	ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINET TO REMAIN	EA	5.000
	0641- 2- 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	5.000

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Call Order: 004 Proposal: E4X57-R0

ALT	Item	Description	Unit	Quantity
	0641- 2- 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-PEDESTAL/SERVICE POLE	EA	5.000
	0715- 1- 11	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <	LF	390.000
	0715- 1- 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	LF	50.000
	0715- 1- 13	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2	LF	10,000.000
	0715- 1- 70	LIGHTING CONDUCTORS, REMOVE & STOCKPILE, FDOT OR MAINT AGENCY OWNS	LF	950.000
	0715- 5- 51	LUMINAIRE & BRACKET ARM, REMOVE LUMINAIRE AND ARM; POLE REMAINS	EA	1.000
	0715- 11-125	LUMINAIRE, F&I, UNDER DECK, WALL MOUNT	EA	3.000
	0715- 11-211	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, COBRA HEAD	EA	2.000
	0715- 11-212	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY HIGH MAST	EA	2.000
	0715- 19- 3	LIGHTING - REPLACE EXISTING SURGE PROTECTOR	EA	4.000
	0715- 21- 2	LIGHTING REPAIRS AND RETROFITS, LED RETROFIT KIT FOR EXISTING LUMINAIRE	EA	3.000
	0715- 21- 3	LIGHTING REPAIRS- REPLACE HIGH MAST LOWERING DEVICE ON EXISTING POLE	EA	3.000
	0715- 32-	LIGHTING- DIAGNOSTIC WORK	LO	25.000
	0715- 37- 1	LIGHTING MAINTENANCE/REHAB- PHOTO ELECTRIC CONTROL ASSEMBLY, F&I	EA	2.000
	0715- 61-342	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 12' ARM LENGTH	EA	3.000
	0715- 67-000	LIGHT POLE COMPLETE, INSTALL	EA	20.000
	0715- 69-000	LIGHT POLE COMPLETE, REMOVE POLE AND FOUNDATION	EA	5.000
	0715-500- 1	POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL	EA	2.000
	E101- 72-	MOBILIZATION (EMERGENCY RESPONSE)	EA	5.000
	E715- 4- 1	LIGHT POLE REPAIR- FURNISH AND INSTALL HAND HOLE COVER	EA	150.000
	E715- 15-100	HIGH MAST PARTS (F&I) (IMPOTTED BALLAST ASSEMBLY)	EA	4.000
	E715- 15-110	HIGH MAST PARTS (F&I)(LOWERING CABLE)	EA	4.000
	E715- 15-120	HIGH MAST PARTS (F&I)(POWER CABLE)	EA	10.000
	E715- 15-140	HIGH MAST PARTS (F&I)(LUMINAIRE SUPP. RING)	EA	4.000
	E715- 15-180	HIGH MAST PARTS (F&I) (BALLAST ASSEMBLY)	EA	4.000
	E715- 16- 1	BALLAST (F&I)	EA	36.000
	E715- 17- 1	LAMP (HPS)	EA	36.000
	E715- 17- 7	LAMP (HPS HIGH MAST)	EA	7.000
	E715- 18-102	LOAD CENTER PART (F&I) (DBL POLE BREAKER)	EA	3.000
	E715- 18-104	LOAD CENTER PART (F&I)(BREAKER PANEL & ENCLOSURE)	EA	2.000
	E715- 18-105	LOAD CENTER PART (F&I) (CONTACTOR)	EA	2.000
	E715- 18-106	LOAD CENTER PART (F&I)(PHOTOCELL CONTR TRANSFORM)	EA	2.000
	E715- 18-107	LOAD CENTER PART (F&I) (PHOTOCELL)	EA	2.000
	E715- 18-110	LOAD CENTER PART (F&I)(SYSTEM SWITCH AUTO-OFF/ON)	EA	2.000
	E715- 18-112	LOAD CENTER PART (F&I) (CIRCUIT FUSE)	EA	2.000
	E715- 22- 1	GROUND ROD	EA	5.000
	E715- 24- 1	FUSE (F&I) (POLE BASE)	EA	15.000
	E715- 24- 4	DUMMY SLUG (F&I) (POLE BASE)	EA	5.000

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Call Order: 004 Proposal: E4X57-R0

ALT	Item	Description	Unit	Quantity
	E715- 25- 1	FUSE HOLDER (F&I) (POLE BASE)	EA	56.000
	E715- 25- 2	FUSE HOLDER / DISCONNECT PLUG (F&I)	EA	2.000
	E715- 26- 3	QUICK DISCONNECT BREAKER (HIGH MAST POLE BASE)	EA	2.000
	E715- 29-	SYSTEM PATROLLING	MO	12.000
	E715- 32- 10	DIAGNOSTIC WORK (CIRCUIT)	LO	2.000
	E715- 32- 11	DIAGNOSTIC WORK (HIGH MAST, GROUND)	LO	10.000
	E715- 32- 12	DIAGNOSTIC WORK (HIGH MAST, AERIAL)	LO	2.000
	E715- 33- 1	PRE-EVENT LOWER/SECURE OF HIGH MAST LIGHT	EA	12.000
	E715- 33- 2	POST EVENT DIAGNOSTIC AND RAISING OF HIGH MAST LIGHT	EA	12.000
	E715- 34- 03	LIGHT POLE (HANDHOLE) (DOOR ASSEMBLY) (F&I)	EA	100.000

WORKFORCE AND EMPLOYMENT OPPORTUNITIES OFFICES

To obtain the addresses, phone numbers, fax numbers and e-mail addresses of your local workforce employment partner, please visit the following website:

www.floridajobs.org

BITUMINOUS MATERIAL GASOLINE AND DIESEL FUELS AND NATURAL GAS PRICE INDEX

To obtain information on Bituminous Material Gasoline and Diesel Fuels and Natural Gas Price Index, please visit the following website (click on More… under Most Requested and choose Asphalt Price Index):

www.fdot.gov/contracts/

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Florida Department of Transportation

web Trnsport

Fuel Allocation Report

5/28/2024 11:25:14 AM

Selected Proposals: E4X57-R0

ESTIMATED FUEL ALLOCATION SUMMARY

Letting	Call Number	Proposal	Project Number	Fuel Allocation
04240712	004	E4X57-R0	43561377201 *	N

In preparing bids for this project, the Department of Transportation will make contract price adjustment for gasoline and diesel fuels in accordance with the provisions contained in this contract.

(*) Indicates lead project

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Florida Department of Transportation

web Trnsport

Fuel Allocation Report

5/28/2024 11:25:14 AM

In preparing bids for this project, the Department of Transportation will make contract price adjustment for gasoline and diesel fuels in accordance with the provisions contained in this contract.

(*) Indicates lead project

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BID BLANK
STATE JOB (BID AVERAGE METHOD)

375-020-17
CONTRACTS ADMINISTRATION
OGC - 09/13

Let by: District 4 - Ft. Lauderdale

UPRIGHT ELECTRICAL SERVICES LLC
(Void if used by any bidder other than one this Form issued to)

FINANCIAL PROJECT NO(S).: 435613-7-72-01

ROAD(S) NO(S).: STATE HIGHWAY SYSTEM AND PARK AND RIDES

This project is let under the authority of Chapter 337, F.S.

CONTRACT CALENDAR DAYS: 365

TOTAL AMOUNT:
450,000.00

BID AVERAGE METHOD

CONTRACT NO.: E4X57-R0

DATE BIDS DUE: 07/12/2024

DATE OF AWARD: 08/12/2024

DATE OF CONTRACT EXECUTION:

10.54 **% DBE Availability**

PROPOSAL

To Accompany
THE STANDARD SPECIFICATIONS AS AMENDED BY THE SPECIFICATIONS PACKAGE AND ANY SUPPLEMENTAL SPECIFICATIONS PACKAGES, AND THE PLANS.

FOR ABOVE PROJECT(S)

The work under this contract consists of repairing lighting deficiencies along the State Highway System and Park and Rides

in BROWARD County(ies)

NOTE: Attach your Proposal Guaranty to this bid blank. All Extensions must be carried out. Any changes made in unit bid prices must be initialed by bidder.

Contract Schedule of Items

Contract ID :	E4X57-R0
Date of Letting :	July 12, 2024
Call Order :	004
District :	District 4
Counties :	BROWARD
Awarded Vendor :	F823681989
	UPRIGHT ELECTRICAL SERVICES LLC
Awarded Amount :	$450,000.00

Project (s) :	**Fed Aid Num (s) :**
43561377201 (*)	

Contract Days :	365
Contract Execution Days :	10
Special Start Time :	N/A
Acquis./Flexible Start Time :	13

Description :

LIGHTING REPAIR

The work under this Contract consists of repairing lighting deficiencies along Broward State Highway and Park and Ride.

ADVERTISED ESTIMATE: The award amount and contract performance bond shall be based on the Department s advertised estimate amount of $450,000.00 and not the contractor s bid total.

PERFORMANCE BOND: A Contract / Performance bond is required for this project.

REQUIRED SUBMITTAL WITH BID: Experience Form Highway Lighting 850-070-11

AWARD OF THIS CONTRACT IS CONTINGENT UPON ANNUAL LEGISLATIVE APPROPRIATION BUDGET APPROVAL OF FISCAL YEAR 2025 FUNDS.

PLEASE READ STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FY 2024-25 (SECTION 7-13) FOR INSURANCE LIMITS.

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Contract ID: E4X57-R0

It is understood and agreed that the date on which calendar days will begin to be charged to the project shall be:
(a) either 1) 13 (calendar days) from the date of issuance of Notice To Proceed (NTP)
or 2) the date on which the Contractor actually begins work which ever date is earlier, or
(b) Special Start Date as specified in the proposal description, or
(c) Anytime after the date specified in the proposal description

Time ID	Completion Date or Number of Units	Min/Max	Unit Type	Time Type	Liquidated Damages Rate	Contract Time Flag
00	365	/	Days	CD	1.00 Days	√

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Contract ID: E4X57-R0 **Lead Project:** 43561377201 **Fed Aid Num:** N/A

Awarded Vendor: F823681989 UPRIGHT ELECTRICAL SERVICES LLC

SECTION 0001 SODDING (SY) **$369,430.00**

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price	Bid Amount
0005	0110 4 10 REMOVAL OF EXISTING CONCRETE	42.000 SY	$100.00000	$4,200.00
0010	0508 2 5 MOVABLE BRIDGE GATE, ADJUST/MODIFY/REHAB	1.000 AS	$1,000.00000	$1,000.00
0015	0522 2 CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	97.000 SY	$100.00000	$9,700.00
0020	0570 1 2 PERFORMANCE TURF, SOD	25.000 SY	$20.00000	$500.00
0025	0630 2 11 CONDUIT, FURNISH & INSTALL, OPEN TRENCH	40.000 LF	$100.00000	$4,000.00
0030	0630 2 12 CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	140.000 LF	$50.00000	$7,000.00
0035	0630 2 14 CONDUIT, FURNISH & INSTALL, ABOVEGROUND	110.000 LF	$10.00000	$1,100.00
0040	0630 2 65 CONDUIT, REMOVE, BRIDGE MOUNT	30.000 LF	$10.00000	$300.00
0045	0635 2 11 PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	9.000 EA	$1,500.00000	$13,500.00
0050	0635 2 50 PULL & SPLICE BOX, REPAIR	144.000 EA	$100.00000	$14,400.00
0055	0635 3 12 JUNCTION BOX, FURNISH & INSTALL, MOUNTED	13.000 EA	$100.00000	$1,300.00
0060	0639 1122 ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	2.000 AS	$1,000.00000	$2,000.00

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Contract ID: E4X57-R0 **Lead Project:** 43561377201 **Fed Aid Num:** N/A

Awarded Vendor: F823681989 UPRIGHT ELECTRICAL SERVICES LLC

SECTION 0001 SODDING (SY) **$369,430.00**

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price	Bid Amount
0065	0639 3 11 ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	1.000 EA	$2,000.00000	$2,000.00
0070	0639 3 60 ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINET TO REMAIN	5.000 EA	$100.00000	$500.00
0075	0641 2 12 PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	5.000 EA	$1,000.00000	$5,000.00
0080	0641 2 60 PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-PEDESTAL/SERVICE POLE	5.000 EA	$500.00000	$2,500.00
0085	0715 1 11 LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <	390.000 LF	$4.00000	$1,560.00
0090	0715 1 12 LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	50.000 LF	$30.00000	$1,500.00
0095	0715 1 13 LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2	10,000.000 LF	$4.00000	$40,000.00
0100	0715 1 70 LIGHTING CONDUCTORS, REMOVE & STOCKPILE, FDOT OR MAINT AGENCY OWNS	950.000 LF	$2.00000	$1,900.00
0105	0715 5 51 LUMINAIRE & BRACKET ARM, REMOVE LUMINAIRE AND ARM; POLE REMAINS	1.000 EA	$500.00000	$500.00
0110	0715 11125 LUMINAIRE, F&I, UNDER DECK, WALL MOUNT	3.000 EA	$1,000.00000	$3,000.00

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Contract ID: E4X57-R0 **Lead Project:** 43561377201 **Fed Aid Num:** N/A

Awarded Vendor: F823681989 UPRIGHT ELECTRICAL SERVICES LLC

SECTION 0001 SODDING (SY) **$369,430.00**

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price	Bid Amount
0115	0715 11211 LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, COBRA HEAD	2.000 EA	$4,000.00000	$8,000.00
0120	0715 11212 LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY HIGH MAST	2.000 EA	$4,000.00000	$8,000.00
0125	0715 19 3 LIGHTING - REPLACE EXISTING SURGE PROTECTOR	4.000 EA	$1,000.00000	$4,000.00
0130	0715 21 2 LIGHTING REPAIRS AND RETROFITS, LED RETROFIT KIT FOR EXISTING LUMINAIRE	3.000 EA	$100.00000	$300.00
0135	0715 21 3 LIGHTING REPAIRS- REPLACE HIGH MAST LOWERING DEVICE ON EXISTING POLE	3.000 EA	$3,000.00000	$9,000.00
0140	0715 32 LIGHTING- DIAGNOSTIC WORK	25.000 LO	$1,000.00000	$25,000.00
0145	0715 37 1 LIGHTING MAINTENANCE/REHAB- PHOTO ELECTRIC CONTROL ASSEMBLY, F&I	2.000 EA	$2,000.00000	$4,000.00
0150	0715 61342 LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 12' ARM LENGTH	3.000 EA	$3,000.00000	$9,000.00
0155	0715 67000 LIGHT POLE COMPLETE, INSTALL	20.000 EA	$1,000.00000	$20,000.00
0160	0715 69000 LIGHT POLE COMPLETE, REMOVE POLE AND FOUNDATION	5.000 EA	$1,500.00000	$7,500.00
0165	0715500 1 POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL	2.000 EA	$4,000.00000	$8,000.00

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Contract ID: E4X57-R0 **Lead Project:** 43561377201 **Fed Aid Num:** N/A

Awarded Vendor: F823681989 UPRIGHT ELECTRICAL SERVICES LLC

SECTION 0001 SODDING (SY) **$369,430.00**

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price	Bid Amount
0170	E101 72 MOBILIZATION (EMERGENCY RESPONSE)	5.000 EA	$500.00000	$2,500.00
0175	E715 4 1 LIGHT POLE REPAIR- FURNISH AND INSTALL HAND HOLE COVER	150.000 EA	$10.00000	$1,500.00
0180	E715 15100 HIGH MAST PARTS (F&I) (IMPOTTED BALLAST ASSEMBLY)	4.000 EA	$650.00000	$2,600.00
0185	E715 15110 HIGH MAST PARTS (F&I)(LOWERING CABLE)	4.000 EA	$1,000.00000	$4,000.00
0190	E715 15120 HIGH MAST PARTS (F&I)(POWER CABLE)	10.000 EA	$200.00000	$2,000.00
0195	E715 15140 HIGH MAST PARTS (F&I)(LUMINAIRE SUPP. RING)	4.000 EA	$500.00000	$2,000.00
0200	E715 15180 HIGH MAST PARTS (F&I) (BALLAST ASSEMBLY)	4.000 EA	$500.00000	$2,000.00
0205	E715 16 1 BALLAST (F&I)	36.000 EA	$500.00000	$18,000.00
0210	E715 17 1 LAMP (HPS)	36.000 EA	$125.00000	$4,500.00
0215	E715 17 7 LAMP (HPS HIGH MAST)	7.000 EA	$100.00000	$700.00
0220	E715 18102 LOAD CENTER PART (F&I) (DBL POLE BREAKER)	3.000 EA	$400.00000	$1,200.00
0225	E715 18104 LOAD CENTER PART (F&I)(BREAKER PANEL & ENCLOSURE)	2.000 EA	$2,000.00000	$4,000.00

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Contract ID: E4X57-R0 **Lead Project:** 43561377201 **Fed Aid Num:** N/A

Awarded Vendor: F823681989 UPRIGHT ELECTRICAL SERVICES LLC

SECTION 0001 SODDING (SY) **$369,430.00**

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price	Bid Amount
0230	E715 18105 LOAD CENTER PART (F&I) (CONTACTOR)	2.000 EA	$1,000.00000	$2,000.00
0235	E715 18106 LOAD CENTER PART (F&I)(PHOTOCELL CONTR TRANSFORM)	2.000 EA	$350.00000	$700.00
0240	E715 18107 LOAD CENTER PART (F&I) (PHOTOCELL)	2.000 EA	$500.00000	$1,000.00
0245	E715 18110 LOAD CENTER PART (F&I)(SYSTEM SWITCH AUTO-OFF/ON)	2.000 EA	$200.00000	$400.00
0250	E715 18112 LOAD CENTER PART (F&I) (CIRCUIT FUSE)	2.000 EA	$200.00000	$400.00
0255	E715 22 1 GROUND ROD	5.000 EA	$20.00000	$100.00
0260	E715 24 1 FUSE (F&I) (POLE BASE)	15.000 EA	$200.00000	$3,000.00
0265	E715 24 4 DUMMY SLUG (F&I) (POLE BASE)	5.000 EA	$10.00000	$50.00
0270	E715 25 1 FUSE HOLDER (F&I) (POLE BASE)	56.000 EA	$20.00000	$1,120.00
0275	E715 25 2 FUSE HOLDER / DISCONNECT PLUG (F&I)	2.000 EA	$500.00000	$1,000.00
0280	E715 26 3 QUICK DISCONNECT BREAKER (HIGH MAST POLE BASE)	2.000 EA	$500.00000	$1,000.00
0285	E715 29 SYSTEM PATROLLING	12.000 MO	$5,000.00000	$60,000.00
0290	E715 32 10 DIAGNOSTIC WORK (CIRCUIT)	2.000 LO	$300.00000	$600.00

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Contract ID: E4X57-R0 **Lead Project:** 43561377201 **Fed Aid Num:** N/A

Awarded Vendor: F823681989 UPRIGHT ELECTRICAL SERVICES LLC

SECTION 0001 SODDING (SY) **$369,430.00**

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price	Bid Amount
0295	E715 32 11 DIAGNOSTIC WORK (HIGH MAST, GROUND)	10.000 LO	$2,000.00000	$20,000.00
0300	E715 32 12 DIAGNOSTIC WORK (HIGH MAST, AERIAL)	2.000 LO	$300.00000	$600.00
0305	E715 33 1 PRE-EVENT LOWER/SECURE OF HIGH MAST LIGHT	12.000 EA	$300.00000	$3,600.00
0310	E715 33 2 POST EVENT DIAGNOSTIC AND RAISING OF HIGH MAST LIGHT	12.000 EA	$300.00000	$3,600.00
0315	E715 34 03 LIGHT POLE (HANDHOLE) (DOOR ASSEMBLY) (F&I)	100.000 EA	$50.00000	$5,000.00

Total Bid: **$369,430.00**

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Contract ID: E4X57-R0

Item Number	Alternate	Item Description	Estimated Quantity	DBE Pct	Item Units	Unit Price	Item Cost

No DBE Interest Items

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Proposal ID: E4X57-R0 **Call Order:** 004 **Letting:** 04240712 **Letting Date:** 07/12/2024

Section 0001 SODDING (SY)

Alt	Item ID	Item Description	Unit	Quantity
	0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	42.000
	0508 2 5	MOVABLE BRIDGE GATE, ADJUST/MODIFY/REHAB	AS	1.000
	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	97.000
	0570 1 2	PERFORMANCE TURF, SOD	SY	25.000
	0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	40.000
	0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	140.000
	0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	110.000
	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	9.000
	0635 2 50	PULL & SPLICE BOX, REPAIR	EA	144.000
	0635 3 12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	13.000
	0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	2.000
	0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	1.000
	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	5.000
	0641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE	EA	5.000
	0715 1 11	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <	LF	390.000
	0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	LF	50.000
	0715 1 13	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2	LF	10,000.000
	0715 1 70	LIGHTING CONDUCTORS, REMOVE & STOCKPILE, FDOT OR MAINT AGENCY OWNS	LF	950.000
	0715 5 51	LUMINAIRE & BRACKET ARM, REMOVE LUMINAIRE AND ARM; POLE REMAINS	EA	1.000
	0715 11125	LUMINAIRE, F&I, UNDER DECK, WALL MOUNT	EA	3.000
	0715 11211	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, COBRA HEAD	EA	2.000
	0715 19 3	LIGHTING - REPLACE EXISTING SURGE PROTECTOR	EA	4.000
	0715 21 2	LIGHTING REPAIRS AND RETROFITS, LED RETROFIT KIT FOR EXISTING LUMINAIRE	EA	3.000
	0715 21 3	LIGHTING REPAIRS- REPLACE HIGH MAST LOWERING DEVICE ON EXISTING POLE	EA	3.000
	0715 32	LIGHTING- DIAGNOSTIC WORK	LO	25.000
	0715 37 1	LIGHTING MAINTENANCE/REHAB- PHOTO ELECTRIC CONTROL ASSEMBLY, F&I	EA	2.000
	0715500 1	POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL	EA	2.000
	E715 4 1	LIGHT POLE REPAIR- FURNISH AND INSTALL HAND HOLE	EA	150.000

UNIT () - Indicates bid as lump sum

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Proposal ID: E4X57-R0 **Call Order:** 004 **Letting:** 04240712 **Letting Date:** 07/12/2024

Alt	Item ID	Item Description	Unit	Quantity
		COVER		
	E715 15100	HIGH MAST PARTS (F&I) (IMPOTTED BALLAST ASSEMBLY)	EA	4.000
	E715 15110	HIGH MAST PARTS (F&I)(LOWERING CABLE)	EA	4.000
	E715 17 1	LAMP (HPS)	EA	36.000
	E715 15120	HIGH MAST PARTS (F&I)(POWER CABLE)	EA	10.000
	E715 15140	HIGH MAST PARTS (F&I)(LUMINAIRE SUPP. RING)	EA	4.000
	E715 15180	HIGH MAST PARTS (F&I) (BALLAST ASSEMBLY)	EA	4.000
	E715 16 1	BALLAST (F&I)	EA	36.000
	E715 17 7	LAMP (HPS HIGH MAST)	EA	7.000
	E715 18102	LOAD CENTER PART (F&I) (DBL POLE BREAKER)	EA	3.000
	E715 18104	LOAD CENTER PART (F&I)(BREAKER PANEL & ENCLOSURE)	EA	2.000
	E715 18105	LOAD CENTER PART (F&I) (CONTACTOR)	EA	2.000
	E715 18106	LOAD CENTER PART (F&I)(PHOTOCELL CONTR TRANSFORM)	EA	2.000
	E715 18107	LOAD CENTER PART (F&I) (PHOTOCELL)	EA	2.000
	E715 18110	LOAD CENTER PART (F&I)(SYSTEM SWITCH AUTO-OFF/ON)	EA	2.000
	E715 18112	LOAD CENTER PART (F&I) (CIRCUIT FUSE)	EA	2.000
	E715 22 1	GROUND ROD	EA	5.000
	E715 24 4	DUMMY SLUG (F&I) (POLE BASE)	EA	5.000
	E715 25 1	FUSE HOLDER (F&I) (POLE BASE)	EA	56.000
	E715 25 2	FUSE HOLDER / DISCONNECT PLUG (F&I)	EA	2.000
	E715 26 3	QUICK DISCONNECT BREAKER (HIGH MAST POLE BASE)	EA	2.000
	E715 32 11	DIAGNOSTIC WORK (HIGH MAST, GROUND)	LO	10.000
	E715 32 12	DIAGNOSTIC WORK (HIGH MAST, AERIAL)	LO	2.000
	E715 33 1	PRE-EVENT LOWER/SECURE OF HIGH MAST LIGHT	EA	12.000
	E715 33 2	POST EVENT DIAGNOSTIC AND RAISING OF HIGH MAST LIGHT	EA	12.000
	E715 34 03	LIGHT POLE (HANDHOLE) (DOOR ASSEMBLY) (F&I)	EA	100.000
	E715 29	SYSTEM PATROLLING	MO	12.000
	E101 72	MOBILIZATION (EMERGENCY RESPONSE)	EA	5.000
	0715 67000	LIGHT POLE COMPLETE, INSTALL	EA	20.000
	0715 69000	LIGHT POLE COMPLETE, REMOVE POLE AND FOUNDATION	EA	5.000
	0715 11212	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY HIGH MAST	EA	2.000
	0715 61342	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 12' ARM LENGTH	EA	3.000
	E715 32 10	DIAGNOSTIC WORK (CIRCUIT)	LO	2.000

UNIT () - Indicates bid as lump sum

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Proposal ID: E4X57-R0 **Call Order:** 004 **Letting:** 04240712 **Letting Date:** 07/12/2024

Alt	Item ID	Item Description	Unit	Quantity
	0639 3 60	ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINET TO REMAIN	EA	5.000
	0630 2 65	CONDUIT, REMOVE, BRIDGE MOUNT	LF	30.000
	E715 24 1	FUSE (F&I) (POLE BASE)	EA	15.000

UNIT () - Indicates bid as lump sum

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Bid Questions and Answers Report

Date & Time: 08/07/2024 4:42:18 PM

Proposal: E4X57-R0

District Office: District 4 Construction Office,
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

District Phone: (954) 777-4387

Controlling Project: 43561377201

Letting Date: 07/12/2024

Letting Location: D4 Procurement Conference Room

Description: The work under this Contract consists of repairing lighting deficiencies along Broward State Highway and Park and Ride.

ADVERTISED ESTIMATE: The award amount and contract performance bond shall be based on the Department s advertised estimate amount of $450,000.00 and not the contractor s bid total.

PERFORMANCE BOND: A Contract / Performance bond is required for this project.

REQUIRED SUBMITTAL WITH BID: Experience Form Highway Lighting 850-070-11

AWARD OF THIS CONTRACT IS CONTINGENT UPON ANNUAL LEGISLATIVE APPROPRIATION BUDGET APPROVAL OF FISCAL YEAR 2025 FUNDS.

PLEASE READ STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FY 2024-25 (SECTION 7-13) FOR INSURANCE LIMITS.

There are no questions on this proposal.

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Florida Department of Transportation

Proposal Of

Vendor: **F823681989 Upright Electrical Services LLC**
Address: 9942 SW 1st Court
Coral Springs FL 33071
Phone: 9548659462 Fax:
Email: upright_es@outlook.com
StateIncorp: Florida (FL)

Letting: 04240712 Letting Date: 07/12/2024
Proposal: E4X57-R0 Call Order: 004
Amendments: 0 Contract Days: 365 CD

Lead PrjNum: 43561377201 Federal Aid#: N/A
Project(s): 43561377201,,,,
Counties: BROWARD,,,

TOTAL BID AMOUNT: $ **369,430.00** Bid Errors: **No**

Is File Attached? **YES**
File Name: **E4X57-R0 Experience Form COMPLETED.pdf**

Proposal Description

LETTING LOCATION: D4 Procurement Conference Room
POSTING DATES: 08/06/2024 and 08/13/2024
CONTRACT DAYS: 365
CONTRACT EXECUTION DAYS: 10
SPECIAL START DATE: N/A
ACQUIS./FLEXIBLE START TIME: 13
The work under this Contract consists of repairing lighting deficiencies along Broward State Highway and Park and Ride. ADVERTISED ESTIMATE: The award amount and contract performance bond shall be based on the Department s advertised estimate amount of $450,000.00 and not the contractor s bid total. PERFORMANCE BOND: A Contract / Performance bond is required for this project. REQUIRED SUBMITTAL WITH BID: Experience Form Highway Lighting 850-070-11 AWARD OF THIS CONTRACT IS CONTINGENT UPON ANNUAL LEGISLATIVE APPROPRIATION BUDGET APPROVAL OF FISCAL YEAR 2025 FUNDS. PLEASE READ STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FY 2024-25 (SECTION 7-13) FOR INSURANCE LIMITS.

Bid Errors: **No**

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Schedule Of Items

Line#	Item Number	Quantity	Unit	Unit Price	Extension
Section 0001 SODDING (SY)					
0005	0110 4 10	42.000	SY	$100.00000	$4,200.00
	REMOVAL OF EXISTING CONCRETE				
0010	0508 2 5	1.000	AS	$1,000.00000	$1,000.00
	MOVABLE BRIDGE GATE, ADJUST/MODIFY/REHAB				
0015	0522 2	97.000	SY	$100.00000	$9,700.00
	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK				
0020	0570 1 2	25.000	SY	$20.00000	$500.00
	PERFORMANCE TURF, SOD				
0025	0630 2 11	40.000	LF	$100.00000	$4,000.00
	CONDUIT, FURNISH & INSTALL, OPEN TRENCH				
0030	0630 2 12	140.000	LF	$50.00000	$7,000.00
	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE				
0035	0630 2 14	110.000	LF	$10.00000	$1,100.00
	CONDUIT, FURNISH & INSTALL, ABOVEGROUND				
0040	0630 2 65	30.000	LF	$10.00000	$300.00
	CONDUIT, REMOVE, BRIDGE MOUNT				
0045	0635 2 11	9.000	EA	$1,500.00000	$13,500.00
	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE				
0050	0635 2 50	144.000	EA	$100.00000	$14,400.00
	PULL & SPLICE BOX, REPAIR				
0055	0635 3 12	13.000	EA	$100.00000	$1,300.00
	JUNCTION BOX, FURNISH & INSTALL, MOUNTED				
0060	0639 1122	2.000	AS	$1,000.00000	$2,000.00
	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR				
0065	0639 3 11	1.000	EA	$2,000.00000	$2,000.00
	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT				
0070	0639 3 60	5.000	EA	$100.00000	$500.00
	ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINET TO REMAIN				
0075	0641 2 12	5.000	EA	$1,000.00000	$5,000.00
	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE				
0080	0641 2 60	5.000	EA	$500.00000	$2,500.00
	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE				
0085	0715 1 11	390.000	LF	$4.00000	$1,560.00
	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <				
0090	0715 1 12	50.000	LF	$30.00000	$1,500.00
	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6				
0095	0715 1 13	10000.000	LF	$4.00000	$40,000.00
	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2				
0100	0715 1 70	950.000	LF	$2.00000	$1,900.00
	LIGHTING CONDUCTORS, REMOVE & STOCKPILE, FDOT OR MAINT AGENCY OWNS				
0105	0715 5 51	1.000	EA	$500.00000	$500.00
	LUMINAIRE & BRACKET ARM, REMOVE LUMINAIRE AND ARM; POLE REMAINS				
0110	0715 11125	3.000	EA	$1,000.00000	$3,000.00
	LUMINAIRE, F&I, UNDER DECK, WALL MOUNT				

0115	0715 11211	2.000 EA	$4,000.00000	$8,000.00
	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, COBRA HEAD			
0120	0715 11212	2.000 EA	$4,000.00000	$8,000.00
	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY HIGH MAST			
0125	0715 19 3	4.000 EA	$1,000.00000	$4,000.00
	LIGHTING - REPLACE EXISTING SURGE PROTECTOR			
0130	0715 21 2	3.000 EA	$100.00000	$300.00
	LIGHTING REPAIRS AND RETROFITS, LED RETROFIT KIT FOR EXISTING LUMINAIRE			
0135	0715 21 3	3.000 EA	$3,000.00000	$9,000.00
	LIGHTING REPAIRS- REPLACE HIGH MAST LOWERING DEVICE ON EXISTING POLE			
0140	0715 32	25.000 LO	$1,000.00000	$25,000.00
	LIGHTING- DIAGNOSTIC WORK			
0145	0715 37 1	2.000 EA	$2,000.00000	$4,000.00
	LIGHTING MAINTENANCE/REHAB- PHOTO ELECTRIC CONTROL ASSEMBLY, F&I			
0150	0715 61342	3.000 EA	$3,000.00000	$9,000.00
	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 12' ARM LENGTH			
0155	0715 67000	20.000 EA	$1,000.00000	$20,000.00
	LIGHT POLE COMPLETE, INSTALL			
0160	0715 69000	5.000 EA	$1,500.00000	$7,500.00
	LIGHT POLE COMPLETE, REMOVE POLE AND FOUNDATION			
0165	0715500 1	2.000 EA	$4,000.00000	$8,000.00
	POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL			
0170	E101 72	5.000 EA	$500.00000	$2,500.00
	MOBILIZATION (EMERGENCY RESPONSE)			
0175	E715 4 1	150.000 EA	$10.00000	$1,500.00
	LIGHT POLE REPAIR- FURNISH AND INSTALL HAND HOLE COVER			
0180	E715 15100	4.000 EA	$650.00000	$2,600.00
	HIGH MAST PARTS (F&I) (IMPOTTED BALLAST ASSEMBLY)			
0185	E715 15110	4.000 EA	$1,000.00000	$4,000.00
	HIGH MAST PARTS (F&I)(LOWERING CABLE)			
0190	E715 15120	10.000 EA	$200.00000	$2,000.00
	HIGH MAST PARTS (F&I)(POWER CABLE)			
0195	E715 15140	4.000 EA	$500.00000	$2,000.00
	HIGH MAST PARTS (F&I)(LUMINAIRE SUPP. RING)			
0200	E715 15180	4.000 EA	$500.00000	$2,000.00
	HIGH MAST PARTS (F&I) (BALLAST ASSEMBLY)			
0205	E715 16 1	36.000 EA	$500.00000	$18,000.00
	BALLAST (F&I)			
0210	E715 17 1	36.000 EA	$125.00000	$4,500.00
	LAMP (HPS)			
0215	E715 17 7	7.000 EA	$100.00000	$700.00
	LAMP (HPS HIGH MAST)			
0220	E715 18102	3.000 EA	$400.00000	$1,200.00
	LOAD CENTER PART (F&I) (DBL POLE BREAKER)			
0225	E715 18104	2.000 EA	$2,000.00000	$4,000.00
	LOAD CENTER PART (F&I)(BREAKER PANEL & ENCLOSURE)			
0230	E715 18105	2.000 EA	$1,000.00000	$2,000.00

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

		LOAD CENTER PART (F&I) (CONTACTOR)			
0235	E715 18106	LOAD CENTER PART (F&I)(PHOTOCELL CONTR TRANSFORM)	2.000 EA	$350.00000	$700.00
0240	E715 18107	LOAD CENTER PART (F&I) (PHOTOCELL)	2.000 EA	$500.00000	$1,000.00
0245	E715 18110	LOAD CENTER PART (F&I)(SYSTEM SWITCH AUTO-OFF/ON)	2.000 EA	$200.00000	$400.00
0250	E715 18112	LOAD CENTER PART (F&I) (CIRCUIT FUSE)	2.000 EA	$200.00000	$400.00
0255	E715 22 1	GROUND ROD	5.000 EA	$20.00000	$100.00
0260	E715 24 1	FUSE (F&I) (POLE BASE)	15.000 EA	$200.00000	$3,000.00
0265	E715 24 4	DUMMY SLUG (F&I) (POLE BASE)	5.000 EA	$10.00000	$50.00
0270	E715 25 1	FUSE HOLDER (F&I) (POLE BASE)	56.000 EA	$20.00000	$1,120.00
0275	E715 25 2	FUSE HOLDER / DISCONNECT PLUG (F&I)	2.000 EA	$500.00000	$1,000.00
0280	E715 26 3	QUICK DISCONNECT BREAKER (HIGH MAST POLE BASE)	2.000 EA	$500.00000	$1,000.00
0285	E715 29	SYSTEM PATROLLING	12.000 MO	$5,000.00000	$60,000.00
0290	E715 32 10	DIAGNOSTIC WORK (CIRCUIT)	2.000 LO	$300.00000	$600.00
0295	E715 32 11	DIAGNOSTIC WORK (HIGH MAST, GROUND)	10.000 LO	$2,000.00000	$20,000.00
0300	E715 32 12	DIAGNOSTIC WORK (HIGH MAST, AERIAL)	2.000 LO	$300.00000	$600.00
0305	E715 33 1	PRE-EVENT LOWER/SECURE OF HIGH MAST LIGHT	12.000 EA	$300.00000	$3,600.00
0310	E715 33 2	POST EVENT DIAGNOSTIC AND RAISING OF HIGH MAST LIGHT	12.000 EA	$300.00000	$3,600.00
0315	E715 34 03	LIGHT POLE (HANDHOLE) (DOOR ASSEMBLY) (F&I)	100.000 EA	$50.00000	$5,000.00
Section 0001 Total					$369,430.00
Bid Items Total:					$369,430.00

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Proposal Sites

Site#	Type	Cost / Day	#Days	Total
00	CD		365	
Contract Time				
Time Total:				$0.00

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

FLORIDA DEPARTMENT OF TRANSPORTATION

BIDDING ACKNOWLEDGMENTS

I accept the terms as stated in the following BIDDING ACKNOWLEDGMENT sections:

I. ACKNOWLEDGMENT OF PROPOSAL

- (•) **YES**
- ( ) **NO**

II. ACKNOWLEDGMENT OF AMENDMENTS, ADDENDA, AND PRE BID QUESTIONS AND ANSWERS FILES

- (•) **YES**
- ( ) **NO**

NOTE: *Failure to accept all sections may result in the bid being declared nonresponsive*

FLORIDA DEPARTMENT OF TRANSPORTATION

BIDDING ACKNOWLEDGMENTS

NOTE: *Failure to fully complete and acknowledge this section may result in the bid being declared nonresponsive*

I. ACKNOWLEDGMENT OF PROPOSAL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PROPOSAL OF **Upright Electrical Services LLC**
TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

The Bidder, hereby declares that no person or persons, firm or corporation, other than the Bidder, is interested, in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Proposal forms, the Standard Specifications as amended by the Specifications Package and any Supplemental Specifications Packages, and the Plans, and that we have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Plans and Specifications, and the requirements under them of the Engineer, within the time limit specified in this Proposal for the following unit prices, to wit:

I (We) hereby acknowledge receipt of the Amendments issued during the bidding period.

The Bidder further agrees to perform all necessary work, as provided for in the contract, and if awarded the contract, to execute the Contract within **10** calendar days *(specified as CONTRACT EXECUTION DAYS in the proposal description)*, excluding Saturdays, Sundays, and state holidays, after the date on which the notice of award has been given, and to fully complete all necessary work under the same within not more than **365** calendar days *(specified as CONTRACT DAYS in the proposal description)*. It is understood and agreed that the date on which calendar days will begin to be charged to the project shall be:

(a) either 1) **13** calendar days *(specified as ACQUIS./FLEXIBLE START TIME in the proposal description)* from the date of issuance of the initial notice to begin work
or 2) the date on which the Contractor actually begins work which ever date is earlier, OR
(b) Special Start Date as specified in the proposal description, OR
(c) Anytime after the date specified in the proposal description

The Bidder further agrees to furnish a sufficient and satisfactory bond in the sum of not less than 100% of the Contract price of the work as indicated by the approximate quantites shown herein.

The Bidder further agrees to bear the full cost of maintaining all work until final acceptance, as provided in the Contract.

If the total amount of this bid exceeds $150,000.00, a bid guaranty of (5%) five percent of the bid, payable to the Florida Department of Transportation, must accompany this proposal. The guaranty amount shall include all bid items except construction days for A+B Bidding and lane closure for Lane Rental Bidding. If this proposal is accepted and the Bidder fails to execute the Contract under the conditions of this proposal, the bid guaranty shall be forfeited to the Department; otherwise, said guaranty is to be returned to the Bidder upon delivery of a satisfactory bond. The Florida Department of Transportation officials and employees are prohibited by law from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the Department pursuant to Section 334.195, Florida Statutes.

The Bidder, hereby certifies that it has carefully examined this proposal after the same was completed, and has verified each item placed thereon. The Bidder agrees to indemnify, defend, and save harmless, the Department against any cost, damage, or expense which it may incur or be caused by any error in the Bidder's preparation of same. By signing and submitting this proposal, the Bidder certifies that no principal (which includes officers, directors, or executives) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Bidder hereby certifies that the submitted unit price sheets attached hereto have been prepared by the Bidder and the Bidder hereby certifies that it has used the bidding documents that have been downloaded from the FLORIDA, DEPARTMENT OF TRANSPORTATION CPP-Contract Proposal Processing Online Ordering system or accurate reproductions generated from the Department's AASHTOWare Project Bids bidding system (EBSX). If any errors have been made by the Bidder in preparing the substituted sheets, the Bidder hereby consents that such errors will be applied by the Department in the manner most beneficial to the Department.

The Bidder hereby certifies and obligates its firm as "Principal (bidder)" to the attached Bid or Proposal Bond, (Form 375-020-09) as if and to the same effect as if the Bidder had affixed its signature thereon.

Section 287.134(3)(a), Florida Statutes, requires: An entity or affiliate who has been placed on the discriminatory vendor list 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.

By submitting a bid, the bidder agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to

comply with section 20.055(5) Florida Statutes.

Section 553.62, Florida Statutes, incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR s. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable. If trench excavation will be required on the project in excess of five feet in depth, the Bidder must identify the cost of compliance with the applicable trenchsafety standards below. If there will be no trench excavation on the project in excess of five feet in depth, reply "NO" to the question below.

Will there be trench excavation on the project in excess of five feet in depth?

- ○ **YES**
- ◉ **NO**

Indicate Trench Safety ***(required if YES)*** - Include: Trench Safety Measure Description, Units of Measure, Quantity, Unit Cost, Extended Cost and Total *(attach seperate sheet if necessary)*

DESCRIPTION	MEASURE	QUANTITY	UNIT COST	EXTENDED COST

TOTAL: $0.00

If applicable, this certifies that all trench excavation done within the control of the contractor will be in accordance with all applicable standards and with the specifications, and all requirements of Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c), Florida Statutes.

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.

5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.

6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.

7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, acts or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the Bidder has fully informed the Florida Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. The Bidder certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification;

d) and has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

10. The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.

11. The firm certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

12. For projects of $1,000,000.00 or more, the Bidder certifies that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria.

13. The Bidder certifies that the company is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel.

Where the Bidder is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (12), the Bidder has provided an explanation in the "Exceptions" portion below or by attached separate sheet.

Will you be unable to declare or certify statement (1) through (12) above?

- ○ **YES**
- ◉ **NO**

EXCEPTIONS ***(required if YES)***

Any exception listed above will not necessarily result in denial of award, but

will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions. I declare under penalty of perjury that the foregoing is true and correct.

Organized and existing under the laws of the State of Florida (FL) and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, certificate of incorporation or organization or certificate of authority having been issued by the Florida Department of State.

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

FLORIDA DEPARTMENT OF TRANSPORTATION
BIDDING ACKNOWLEDGMENTS

II. ACKNOWLEDGMENT OF AMENDMENTS, ADDENDA, AND PRE BID QUESTIONS AND ANSWERS FILES

The Bidder acknowledges receipt of all addenda and downloading of all amendment files that have been posted on the FDOT Contract Proposal Processing web site at:
https://cpp.fdot.gov

The Bidder further acknowledges that failure to load all amendment files may cause the bid to be rejected.

Pre Bid Questions and Answers
The Bidder acknowledges review of the Department's responses to questions that have been posted on the FDOT Pre Bid Questions and Answers web site at:
https://bqa.fdot.gov/

Click for Pre Bid Questions and Answers District Contacts

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

FLORIDA DEPARTMENT OF TRANSPORTATION

BIDDER OPPORTUNITY LIST

***** ATTENTION *****

Bidder Opportunity List for all firms bidding on FDOT projects must be reported in the FDOT **Equal Opportunity Compliance (EOC)** system. The EOC system is a web-based application for companies statewide to report their Bidder Opportunity List, DBE Commitments, and DBE/MBE Sub payments.

Please input the Bidder Opportunity List in the EOC system, **as required by Federal Highway (49 CFR Part 26),** for any firm *(DBE and Non-DBE)* that your Company has received a quote from to perform any work as a sub on this project.

☑ *By checking this box, I acknowledge that this step must be completed within three business days of submission of bid.*

Submittal of the bid signifies the bidder has or will input the required information related to the Bidder Opportunity List into the Equal Opportunity Compliance (EOC) web site at:
https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance

More information regarding input of the Bidder Opportunity List and other EOC reporting is found at: https://www.fdot.gov/equalopportunity/eoc.shtm

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

FLORIDA DEPARTMENT OF TRANSPORTATION

STATE OF INCORPORATION

The Bidder hereby certifies State of Incorporation: Florida (FL)

If "OTHER" selected above, explain:

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

FLORIDA DEPARTMENT OF TRANSPORTATION

POSTING NOTICE

Unless otherwise notified in writing, return receipt, the Summary of Bids for this project will be posted with the Clerk of Agency Proceedings, Florida Department of Transportation, 605 Suwannee Street, Room 550, Tallahassee, FL 32399-0458, on

POSTING DATES: **08/06/24** and **08/13/24**

If the posting dates are revised, all bidders for the subject project will be notified of the Department's intended decision. Bidders must acknowledge receipt of the notice of the revised date by calling the Clerk of Agency Proceedings, Florida Department of Transportation, (850) 414-5393, during each posting period, information concerning the posted projects can be obtained. Interested parties that have internet access can visit http://www.fdot.gov/contracts/ and access information from the Contracts Administration website concerning projects which were posted with the Clerk of Agency Proceedings during each posting period. Posting will provide notice of the Department's intent to award a contract or to reject all bids. The Department's Notice of Intent regarding this project will be posted on only one of the alternate posting dates. Bidders are solely responsible for timely monitoring or otherwise verifying on which of the specified alternate posting dates the posting of award or rejection of all bids actually occurs.

Any person adversely affected by the Department's intended decision to award a contract or to reject all bids shall file with the Clerk of Agency Proceedings, Florida Department of Transportation, 605 Suwannee Street, Room 550, Tallahassee, FL 32399-0458, a Notice of Protest and Bond within **72 hours** of posting of the Summary of Bids. If notice of intended decision is given by fax transmission or express delivery, the adversely affected person must file the Notice of Protest and Bond within **72 hours** after receipt of the Notice of Intent. A formal written protest must be filed within **ten days** after filing the Notice of Protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a Waiver of Proceedings under Chapter 120, Florida Statutes.

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

FLORIDA DEPARTMENT OF TRANSPORTATION

FILE ATTACHMENT UPLOAD

Only attach a single file. If need to attach multiple files, you may use a Windows® compatible WinZip tool to zip mutiple files of different files types (doc,xls,txt,xml,html,csv,...) into a single .ZIP file type. WinZip tool is a quick and easy way to zip and unzip files for data and email transmission. To download a free evaluation version of Winzip, please visit http://www.winzip.com

Maximum size for file to attach with BID submission: 5,000 KB (5MB)

Will you be attaching a file with the bid submission?

- (•) **YES**
- ( ) **NO**

FILE ATTACHMENT ***(required if YES)***
E4X57-R0 Experience Form COMPLETED.pdf

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FLORIDA DEPARTMENT OF TRANSPORTATION

BID or PROPOSAL BOND

The Bidder, by selecting the Bid Bond method, confirms that the selection is the correct Bid Bond method used for this proposal and will be bound to that choice. The bidder further acknowledges that failure to select a Bid Bond method may cause the bid to be declared nonresponsive. ***A Bid Bond is NOT required if the total amount of the bid is $150,000 or less or specified in the advertisement.***

If the total amount of this bid exceeds $150,000.00, the bid bond amount shown below should exceed $7,500.00, a bid guaranty of **FIVE PERCENT (5%)** of the bid, payable to the Florida Department of Transportation, must accompany this proposal in the form of a paper bid bond or certified check or electronic bid bond. The guaranty amount shall include all bid items except construction days for A+B Bidding and lane closure for Lane Rental Bidding.

If submitting a bid bond and not utilizing electronic bid bond verification, bidder must submit a paper Bid Bond Form 375-020-09 prior to the deadline for bid submittal as indicated in the advertisement and in accordance with 337.17 Florida Statutes. Download Bid Bond Form 375-020-09

If paying bid guaranty by certified check, a certified check must be submitted prior to the deadline for bid submittal as indicated in the advertisement and in accordance with 337.17 Florida Statutes.

The Bidder hereby certifies and confirms the Bid Bond method is:

- ○ **Not Required**
- ○ **Paper Bid Bond**
- ○ **Certified Check**
- ◉ **Electronic Bid Bond**

Select below links for more information of the available electronic bid bond providers:

Surety2000
Tinubu Surety

**** FIELDS BELOW ARE USED FOR THE ELECTRONIC BID BOND VERIFICATION PROCESS ONLY***

* Surety Registry Agency: Surety2000
* Bond ID: SFL0702709057

Verify Clear

The following fields will be auto-populated upon successful completion of the Bond Id verification process.

Surety Company: FCCI Insurance Company
Surety Address: 6300 University Parkway
Surety City: Sarasota

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

Surety State:

Bond Agency Name: Matson-Charlton Surety Group
Bond Agency Contact: Dinia Cavaliere
Bond Agency Phone: (305) 662-3852
Bond Agency Address: 700 South Dixie Highway, Ste #100
Bond Agency City: Coral Gables
Bond Agency State: FL

Bond Pct: 5
Maximum Bond Amt:
Execution Date: 07/02/2024 02:34:52 PM
Executed By: D.W. Matson III
Phone: (305) 662-3852
Countersigned: False

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

BID or PROPOSAL BOND

Bid Bond Method Selected: Electronic Bid Bond
Bond Verified: Yes Verification Status: 1

NOTE: status 1 value indicates internet verification sucessfull. Otherwise all other indicates the elctronic Bid Bond for this proposal was NOT successfully verified electronically using the Bid Bond verification process, therefore failure of the surety to execute this bid bond, shall result in the bid being declared nonresponsive.

Bond Id: SFL0702709057
Surety Registry Agency: Surety2000

KNOW ALL MEN BY THESE PRESENTS: That we, **Upright Electrical Services LLC**, as Principal (Bidder), and **FCCI Insurance Company** as Surety, are held and firmly bound unto the Florida Department of Transportation (hereinafter called the Obligee), in the full and just sum of **FIVE PERCENT (5%)** of the actual total of the Proposal referred to herein, in lawful money of the United States of America, to be paid to the Obligee, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly be these presents:

WHEREAS, The said Principal is herewith submitting a proposal to the obligee for constructing or otherwise improving a road(s) and/or bridge(s) or building(s) in **BROWARD**,,, County, particularly known as Proposal No. **E4X57-R0**, lead Financial Project No. **43561377201**, Federal Aid Project No. **N/A**

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Principal shall execute a contract and give bond for the faithful performance thereof within the time period as stipulated by the project specifications after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the Obligee the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS DAY OF **07/02/2024 02:34:52 PM**

NAME OF SURETY: **FCCI Insurance Company** OF

By: **Matson-Charlton Surety Group**
Florida Licensed Insurance Agent OR Attorney-In-Fact

Countersigned: **False**
Florida Licensed Insurance Agent

NOTE: As execution of this proposal specifically binds the principal bidder to the proposal guaranty obligations arising from this bid bond, failure of the principal bidder to execute this proposal, or failure of the surety to execute this bid bond, shall result in the bid being declared nonresponsive.

NOTE: No bid bond is required if the total amount of the bid is $150,000 or

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less

Docusign Envelope ID: 528269DA-08AE-480D-8E3E-23A4B762C5AA

I Hereby certify that I have the authority to submit this bid.

Signature	Agency	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bid Errors: **No**

Estimate

Date	Estimate #
8/25/2025	

Upright Electrical Services LLC

9942 SW 1st court
Coral Springs, FL 33071
Lic: EC13008215

Name / Address
Misael Flores Town of Pembroke Park 3150 SW 52nd Ave Pembroke Park, FL 33023 954-966-4600 ext. 225 | mflores@tppfl.gov

P.O. No.	Terms	Project
	10 DAYS	Light Pole Replacement

Description		Qty	Rate	Total
0635 2 50	PULL & SPLICE BOX, REPAIR	1	$200.00	$200.00
0715 11211	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, COBRA HEAD	1	$4000.00	$4,000.00
0715500 1	POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL	1	$1,000.00	$1,000.00
0715- 36- 12	LIGHT POLE, FRANGIBLE BASE, F&I, TRANSFORMER BASE	1	$1,000.00	$1,000.00
0715 4 50	LIGHT POLE COMPLETE, INSTALL	1	$4,000.00	$4,000.00

Excludes:
Missing or damaged feeder conductors

Subtotal:	$10,200.00
Tax:	0
Total:	$10,200.00

Signature _____

E-mail	Web Site
upright_es@outlook.com	uprightelectricalservicesfl.com

Estimate

Date	Estimate #
10/23/2025	

Upright Electrical Services LLC

9942 SW 1st court
Coral Springs, FL 33071
Lic: EC13008215

Name / Address
Misael Flores Town of Pembroke Park 3150 SW 52nd Ave Pembroke Park, FL 33023 954-966-4600 ext. 225 | mflores@tppfl.gov

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Excludes:
Missing or damaged feeder conductors

Subtotal:	$10,200.00
Tax:	0
Total:	$10,200.00

Signature _____

E-mail	Web Site
upright_es@outlook.com	uprightelectricalservicesfl.com

Agenda Item Report

Subject:	Consideration and Approval of Declaration of Surplus Property and Approval of Intergovernmental Sale for Ford Explorer - Town Attorney Horrowitz & Town Manager Lynch RESOLUTION NO. 2025-073 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DECLARING A 2022 FORD EXPLORER AS SURPLUS PROPERTY; AUTHORIZING THE SALE OF SAID VEHICLE TO THE VILLAGE OF SEA RANCH LAKES PURSUANT TO SECTION 274.05, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The Town Attorney's Office has reviewed the proposed sale of a Ford Explorer to the Village of Sea Ranch Lakes and has no legal objection. However, pursuant to Section 2-137 of the Town Code and Section 274.05, Florida Statutes, the Town Commission must first declare the vehicle as surplus property prior to its sale. This transaction qualifies as a government-to-government sale, which is expressly authorized under Florida law. The purchasing agency, the Village of Sea Ranch Lakes, will be responsible for all costs associated with the transfer of the vehicle.
Staff Recommendations:	
Procurement:	
Financial Implications:	There is no financial impact.
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-073
Memorandum from Deputy Police Chief Ochoa

RESOLUTION NO. 2025-073

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DECLARING A 2022 FORD EXPLORER AS SURPLUS PROPERTY; AUTHORIZING THE SALE OF SAID VEHICLE TO THE VILLAGE OF SEA RANCH LAKES PURSUANT TO SECTION 274.05, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park owns a 2022 Ford Explorer, VIN **1FMSK7BH5NGB73814**, which is no longer required for the operational needs of the Police Department; and

WHEREAS, Section 2-137 of the Town Code and Section 274.05, Florida Statutes, authorize the Town Commission to declare property as surplus and to dispose of such property through intergovernmental transfer; and

WHEREAS, the Village of Sea Ranch Lakes has expressed interest in purchasing the vehicle through a government-to-government transaction; and

WHEREAS, the Town Attorney's Office has reviewed the proposed transaction and has no legal objection, provided the vehicle is first declared surplus by the Town Commission; and

WHEREAS, the fair market value of the vehicle has been determined through multiple sources, including Kelley Blue Book, Edmunds, and CarMax, with valuations ranging between **$22,176 and $26,318**; and

WHEREAS, the sale of the vehicle through a government-to-government transaction is in the best interest of the Town, as it retains greater value, reduces administrative burden, preserves the vehicle for public use, and strengthens interagency cooperation.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The 2022 Ford Explorer, VIN **1FMSK7BH5NGB73814**, is hereby declared surplus property.

Section 2. The Town Commission hereby authorizes the sale of the surplus vehicle to the Village of Sea Ranch Lakes in accordance with Section 274.05, Florida Statutes, at a price determined by the Town based on fair market valuation. The Village of Sea Ranch Lakes shall be responsible for all costs associated with the transfer of the vehicle.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder shall not be affected by such invalidity.

Section 5. This Resolution shall become effective immediately upon adoption.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

PASSED AND ADOPTED this 7th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Town of Pembroke Park Police Department

3150 SW 52 Avenue, Pembroke Park, Florida 33023
Telephone: 954-374-8639| Fax: 954-985-2172
www.tppfl.gov
Daniel DeCoursey, Chief of Police

TO: Jason Ochoa, ID# PK0038, Deputy Chief of Police

FROM: Donald Prichard, ID# PK0049, Captain

DATE: October 1, 2025

SUBJECT: Government to Government Sale of Ford Explorer VIN# 1FMSK7BH5NGB73814

This memorandum is submitted to recommend the sale of a 2022 Ford Explorer, VIN 1FMSK7BH5NGB73814, via a government-to-government transaction between the Town of Pembroke Park and the Village of Sea Ranch Lakes. The vehicle is a serviceable law enforcement unit that is currently surplus to the Department's operational needs.

Based on research from multiple sources, the fair market value of the vehicle is reasonably between $23,000 and $26,000. Kelley Blue Book lists the vehicle's value between $23,903 and $26,318, Edmunds lists it at $22,176, and CarMax has provided an offer of $23,000.

Selling the vehicle via a government-to-government transaction is recommended for several reasons. First, it ensures a higher retention of value compared to an auction, where limited buyer competition and associated fees often reduce the net return. Second, it preserves the public asset for law enforcement purposes, rather than allowing the vehicle to enter the private market. Third, this method reduces administrative burdens and eliminates auction-related costs such as transport, listing, and commission fees. Finally, this sale strengthens interagency relationships and promotes goodwill with the Village of Sea Ranch Lakes, which may provide operational benefits in future joint initiatives.

It is therefore recommended that the Town of Pembroke Park proceed with the sale of this vehicle to the Village of Sea Ranch Lakes at a value determined by the Town based on the referenced market valuations. This approach maximizes fiscal responsibility, ensures efficient use of public assets, and fosters continued intergovernmental cooperation.

Approvals:

Deputy Chief of Police
☑ Approved ☐ Disapproved

Signature: _____ Date: 10/1/2025
Jason Ochoa, Deputy Chief of Police

Town of Pembroke Park Police Department

3150 SW 52 Avenue, Pembroke Park, Florida 33023
Telephone: 954-374-8639| Fax: 954-985-2172
www.tppfl.gov
Daniel DeCoursey, Chief of Police

Chief of Police
☑ Approved ☐ Disapproved

Signature: _____ Date: 10/02/2025
Daniel DeCoursey, Chief of Police

Town Manager
☒ Approved ☐ Disapproved

Signature: _____ Date: 10/3/25
David Lynch, Town Manager

Offer Details | Edm

Compare your offers

CarMax and **another Edmunds Partner** have both offered you $23,000! Compare your offers with the Edmunds Appraisal Report.

CARMAX Highest Offer **$23,000**
View Offer Details

2nd Offer **$23,000**
Unlock Offer

3rd Offer **$10,317**
Unlock Offer

2022 Ford Explorer | VIN: 1FMSK7BH5NGB73814 | Mileage: 12,475

Edit Vehicle

Edmunds Appraisal Report

See how your offers compare to your estimated trade-in value amount of:

$22,176

Edmunds True Market Value®

This is not a firm offer. Learn more

2022 Ford Explorer VIN: 1FMSK7BH5NGB73814 Mileage: 12,475

My Car's Value

2022 Ford Explorer Sport Utility 4D 3.6 ★ (90 Ratings) Write a Review

VIN: 1FMSK7BH5NGB73814

Values | Recall Alerts (17)

Your Values

Private Party | Instant Cash Offer | Trade-In | Donate Your Car

Save This Car | Share This Value

Stay Up to Speed with Email Alerts

Get an email alert whenever your car's value changes.

Track My Value

Private Party Range
$23,903 - $26,318
Private Party Value
$25,111



Important info & definitions

Value valid as of **10/01/2025**

PRIVATE SELLER Exchange

- Reach millions of buyers on Autotrader and KBB.com
- Free vehicle history report
- Secure transactions and financing
- Verified buyers and sellers

Verified buyers get a clean title every time. Verified sellers get secure payment.

Autotrader | Kelley Blue Book

Sell My Car

Get My Instant Cash Offer →

Factors That Impact Value

Check that yours are correct below.

Mileage: 12,475 ZIP Code: 33023

Agenda Item Report

Subject:	Consideration and Approval of Fiber Internet Service Renewal for the Police Department - IT Director Pakula RESOLUTION NO.: 2025-075 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING THE RENEWAL OF FIBER INTERNET SERVICES FOR THE POLICE DEPARTMENT WITH CROWN CASTLE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE RENEWAL AGREEMENT ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Police Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Renewal
Background Information:	This is the backup circuit for the police department. The Police Department relies on high-speed, secure fiber internet connectivity to support critical operations, including communications, data access, and emergency response systems. The current fiber service agreement is due for renewal. Staff recommends renewing the service to ensure uninterrupted connectivity and operational continuity.
Staff Recommendations:	Approve renewal for Crown Castel
Procurement:	
Financial Implications:	This is a budgeted item. This is a three year contract. Reduced from 849.00 to 399.00 a month.
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-075
Town of Pembroke Park Police Department - S360414

RESOLUTION NO. 2025-075

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING THE RENEWAL OF FIBER INTERNET SERVICES FOR THE POLICE DEPARTMENT WITH CROWN CASTLE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE RENEWAL AGREEMENT ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Department requires reliable and secure fiber internet connectivity to support essential law enforcement operations and communications; and

WHEREAS, the Town currently contracts with Crown Castle for fiber internet services, and the existing agreement is due for renewal; and

WHEREAS, the Town has reviewed the renewal terms provided by Crown Castle and determined that continuing the service is in the best interest of public safety and operational efficiency.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, THAT:

Section 1. The Town Council hereby approves the renewal of fiber internet services for the Police Department with Crown Castle.

Section 2. The Town Manager is authorized to execute the renewal agreement with Crown Castle, attached hereto as Exhibit A, and to take all necessary actions to implement the renewal, subject to legal review.

Section 3. The cost of the renewal shall be funded through the Police Department's approved budget.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 7th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Exhibit A

CROWN CASTLE

Order Form

Order Type: Renewal
SO # 2025-138751

Licensee or Customer Contact Detail

Licensee or Customer	**Town of Pembroke Park Police Department**			
Address & Contact	**Address**	3150 SW 52ND AVE		
	City, State	PEMBROKE PARK, FL 33023		
	Phone	9549664600	**Fax**	
Billing Address & Contact	**Name**	Town of Pembroke Park Police Department	**Email**	
	Billing Address	3150 SW 52nd Ave	**Phone**	
	City, State	Pembroke Park, FL 33023	**Fax**	
Technical Contact	**Name**	Mark Pakula	**Primary Phone**	
	E-mail	mpakula@tppfl.gov	**Alternate Phone**	

Product Detail

Internet *	**Product Type**	Dedicated Internet Access		**Bandwidth**	200Mbps	
	MRC	**$399.00**	**NRC**	**$0.00**	**Service Level**	IP
	Connector	1000T - Copper	**IPv4 Block**	/29 - /27		
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.					
	Install Lead Time	**30 Days**				
	Comments	S360414 - Renew 200M DIA, keep /29				
			Existing Product ID	S360414		
Location A Product Details	**Handoff Type**	1000T	**Copper**			
Location A	3150 SW 52nd Ave, 1st Floor, Pembroke Park, FL 33023					

Order Summary

Pricing & Contract Terms	**Salesperson**	Michael Gil	**Term (Months)**	36
	Client Service Mgr	Andy Robles		
	Order Contact	Mark Pakula	**Contact Email**	mpakula@tppfl.gov

	NRC *	MRC*
Internet	$0.00	$399.00
Total	**$0.00**	**$399.00**

*Pricing shown does not reflect applicable taxes and fees.

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") and shall be effective as of the date of the last signature below. This Order Form is made expressly subject to the terms of that certain General Services Administration (GSA) Multiple Award Schedule (MAS) contract, number GS-35F-465DA, dated August 18, 2016 and renewed August 18, 2021 (the "Agreement"), which is made a part hereof and incorporated herein by reference.

	Licensee or Customer	Company or Provider
	Town of Pembroke Park Police Department	**Crown Castle Fiber LLC**
Signature		
Name/Title		
Date		

Pricing on this Order Form expires if this Order Form is not signed by the Customer or Licensee prior to 12/29/2025

Agenda Item Report

Subject:	Consideration and approval of an Ordinance Amending the Purchasing Thresholds - Procurement Administrator Woodbury & Town Attorney Horrowitz ORDINANCE NO.: 2025-008 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE V, ENTITLED "PROCUREMENT;" AMENDING SEC. 2-128, ENTITLED "PROCUREMENT AMOUNT THRESHOLDS;" AMENDING THE PROCUREMENT THRESHOLDS FOR THE TOWN'S ACQUISITION OF GOODS AND SERVICES; PROVIDING FOR CONSISTENCY WITH THE TOWN'S PURCHASING MANUAL; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Stephanie Woodbury, Project Manager
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	In order to improve operational efficiency, ensure timely procurement of goods and services, and align with inflationary adjustments and best practices of comparable municipalities, staff recommends revising the purchasing thresholds. The proposed ordinance increases the purchasing limits for departments to obtain quotes and issue purchase orders without formal solicitation, while maintaining transparency and fiscal responsibility. The changes also clarify procedures for competitive bidding, written quotes, and emergency purchases.
Staff Recommendations:	
Procurement:	
Financial Implications:	

Alternatives:	

ATTACHMENTS:

Ordinance No. 2025-008
2025-008 Purchasing Thresholds
Ord (Procurement Amount Thresholds) 4933-4207-9089 3

ORDINANCE NO. 2025-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE V, ENTITLED "PROCUREMENT;" AMENDING SEC. 2-128, ENTITLED "PROCUREMENT AMOUNT THRESHOLDS;" AMENDING THE PROCUREMENT THRESHOLDS FOR THE TOWN'S ACQUISITION OF GOODS AND SERVICES; PROVIDING FOR CONSISTENCY WITH THE TOWN'S PURCHASING MANUAL; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in order to ensure the efficient and transparent acquisition of goods and services for the Town, the Town Commission has established purchasing thresholds that require verbal and written quotes, as well as competitive solicitation; and

WHEREAS, the Town Commission has delegated certain purchasing authority to the Town Manager to enable the smooth and effective daily operation of the Town; and

WHEREAS, the Town Commission seeks to amend the purchasing thresholds for the acquisition of goods and services, including the Town Manager's authorized spending authority; and

WHEREAS, the purchasing thresholds and procedures set forth herein are intended promote fiscal responsibility, competitive fairness, and accountability in Town procurement; and

WHEREAS, the Town Commission has further adopted a Purchasing Manual to provide guidelines to the Town's professional staff for the purchase of goods and services; and

WHEREAS, the Town Commission seeks to align the Purchasing Manual with the amended purchasing thresholds set forth herein; and

WHEREAS, the Town Commission finds that amending the purchasing thresholds and procedures as set forth herein is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 2 OF TOWN CODE AMENDED. Article V, entitled "Procurement," of Chapter 2 of the Town Code, entitled "Administration," is hereby amended by specifically amending Section 2-128, entitled "Procurement Amount Thresholds," as follows:

Sec. 2-128. - Procurement amount thresholds.

(a) The Town Manager, or designee, may authorize the purchase of services or commodities in an amount of ~~ten thousand dollars~~fifteen thousand dollars ($15~~0~~,000.00) or less without the approval of the Town Commission.

(b) The purchase of services or commodities in the amount of greater than ~~ten~~ fifteen thousand dollars ($15~~0~~,000.00), requires the prior approval of the Town Commission at a regular or special meeting, except as may otherwise be provided in this article.

(c) The purchase of services or commodities in an amount less than one thousand five hundred dollars shall be permitted only after obtaining at least one (1) verbal quote.

(d) The purchase of services or commodities in an amount of one thousand five hundred dollars ($1,500) but less than five thousand dollars ($5,000) shall be permitted only after obtaining at least one (1) written, documented quote or proposal.

(~~e~~e) The purchase of services or commodities in the amount of five thousand dollars ($5,000.00) or greater but less than ten thousand dollars ($10,000) shall be permitted only after written proposals from at least two (2) different sources are received by the Town for consideration, and the Town Manager, or his/her designee, approves the most responsible and responsive proposal.

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

(fd) The purchase of services or commodities in the amount of ten thousand dollars ($10,000.00) but not greater than fifteen thousand dollars ($15,000) ~~or greater~~ shall be permitted only after written proposals from at least three (3) different sources are received by the Town ~~Commission~~ Manager, or his/her designee, for consideration, and the Town ~~Commission~~ Manager, or his/her designee, approves the most responsible and responsive proposal.

(g) The purchase of services or commodities in an amount greater than fifteen thousand dollars ($15,000) but not greater than thirty thousand dollars ($30,000) shall by permitted only after written proposals from at least three (3) different sources are received by the Town Commission for consideration, and the Town Commission approves the most responsive and responsible proposal.

(he) The purchase of services or commodities in the amount of ~~twenty-five~~ thirty thousand dollars ($3025,000.00) or greater shall be permitted only after a competitive solicitation process (as defined in this chapter) and the Town Commission approves the most responsible and responsive proposal.

Section 3. Purchasing Manual Amended. The Town's Purchase Manual, adopted pursuant to Resolution No. 2023-025, dated November 8, 2023, is hereby amended, as necessary, to align with the purchasing thresholds and procedures set forth herein.

Section 4. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such

unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 7TH DAY OF NOVEMBER, 2025.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ___ DAY OF _____, 2025.

ATTEST:

_____
MAYOR GEOFFREY JACOBS

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency:

_____
JACOB G. HOROWITZ
Town Attorney

BUSINESS IMPACT ESTIMATE[1]

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed ordinance seeks to amend Section 2-128 of the Town's Code of Ordinances to update the procurement amount thresholds for the acquisition of goods and services. The amendment is intended to align the Town's procurement practices with current operational needs and ensure consistency with the Town's Purchasing Manual.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

This ordinance is not expected to impose direct compliance costs on private or for-profit businesses. The changes pertain to the internal procurement thresholds used by the Town to determine the level of review and approval required for purchases. Businesses that contract with the Town may benefit from streamlined procurement processes, but they will not be required to modify their operations or incur new compliance obligations as a result of this ordinance.

b. New Charges/Fees on Businesses Impacted:
The ordinance does not impose any new charges or fees on businesses

c. Estimate of Regulatory Costs:

There are no new regulatory costs imposed on businesses. The ordinance does not create new regulations for private entities but rather updates the Town's internal thresholds for when competitive bidding or commission approval is required.

Good Faith Estimate of Number of Businesses Likely Impacted: The ordinance applies to **Town procurement operations** and does not directly regulate private businesses. However, vendors who do business with the Town may experience **indirect benefits** from more efficient procurement timelines. The number of businesses positively impacted will vary depending on the volume of Town purchasing activity and vendor participation.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

[1] Business Impact Estimate does not apply to the following:
1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);

d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



ORDINANCE NO. 25-_____

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE V, ENTITLED "PROCUREMENT;" AMENDING SEC. 2-128, ENTITLED "PROCUREMENT AMOUNT THRESHOLDS;" AMENDING THE PROCUREMENT THRESHOLDS FOR THE TOWN'S ACQUISITION OF GOODS AND SERVICES; PROVIDING FOR CONSISTENCY WITH THE TOWN'S PURCHASING MANUAL; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in order to ensure the efficient and transparent acquisition of goods and services for the Town, the Town Commission has established purchasing thresholds that require verbal and written quotes, as well as competitive solicitation; and

WHEREAS, the Town Commission has delegated certain purchasing authority to the Town Manager to enable the smooth and effective daily operation of the Town; and

WHEREAS, the Town Commission seeks to amend the purchasing thresholds for the acquisition of goods and services, including the Town Manager's authorized spending authority; and

WHEREAS, the purchasing thresholds and procedures set forth herein are intended promote fiscal responsibility, competitive fairness, and accountability in Town procurement; and

WHEREAS, the Town Commission has further adopted a Purchasing Manual to provide guidelines to the Town's professional staff for the purchase of goods and services; and

WHEREAS, the Town Commission seeks to align the Purchasing Manual with the amended purchasing thresholds set forth herein; and

WHEREAS, the Town Commission finds that amending the purchasing thresholds and procedures as set forth herein is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 2 OF TOWN CODE AMENDED. Article V, entitled "Procurement," of Chapter 2 of the Town Code, entitled "Administration," is hereby amended by specifically amending Section 2-128, entitled "Procurement Amount Thresholds," as follows:

Sec. 2-128. - Procurement amount thresholds.

(a) The Town Manager, or designee, may authorize the purchase of services or commodities in an amount of ~~ten thousand dollar~~twenty-five thousand dollars ($~~1~~250~~0~~,000.00) or less without the approval of the Town Commission.

(b) The purchase of services or commodities in the amount of greater than twenty-five ~~ten~~ thousand dollars ($25~~1~~0,000.00), requires the prior approval of the Town Commission at a regular or special meeting, except as may otherwise be provided in this article.

(c) All purchases over one thousand five hundred ($1,500.00) dollars made by the Town shall be made by a written, signed purchase order.

(d) The purchase of services or commodities in an amount of one thousand five hundred dollars ($1,500) but less than five thousand dollars ($5,000) shall be permitted only after obtaining at least one (1) written, documented quote or proposal.

(~~e~~e) The purchase of services or commodities in the amount of five thousand dollars ($5,000.00) or greater but less than ten thousand dollars ($10,000) shall be permitted only after written proposals from at least two (2) different sources are received by the Town for consideration, and the Town approves the most responsible and responsive proposal.

(fd) The purchase of services or commodities in the amount of ten thousand dollars ($10,000.00) but not greater than twenty-five thousand dollars ($25,000) or greater shall be permitted only after written proposals from at least three (3) different sources are received by the Town ~~Commission~~ Manager, or his/her designee, for consideration. ~~, and the~~ The Town ~~Commission~~ Manager, or his/her designee, may approve~~s~~ the most responsible and responsive proposal up to twenty-five thousand dollars ($25,000).

(ge) The purchase of services or commodities in the amount of twenty-five thousand dollars ($25,000.00) or greater shall be permitted only after a competitive solicitation process (as defined in this chapter) and the Town Commission approves the most responsible and responsive proposal.

Section 3. Purchasing Manual Amended. The Town's Purchase Manual, adopted pursuant to Resolution No. 2023-025, dated November 8, 2023, is hereby amended, as necessary, to align with the purchasing thresholds and procedures set forth herein.

Section 4. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 7. This Ordinance shall become effective immediately upon its passage and adoption.

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ___ DAY OF _____, 2025.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ___ DAY OF _____, 2025.

ATTEST:

_____
MAYOR GEOFFREY JACOBS

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency:

_____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Consideration and approval of the Revised Town Personnel Handbook - HR Director Frishman ORDINANCE NO.: 2025-009 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA ADOPTING THE AMENDED PEMBROKE PARK PERSONNEL POLICIES AND PROCEDURES MANUAL, ATTACHED HERETO AS EXHIBIT "A," AND INCORPORATED AS IF FULLY SET FORTH HEREIN; AMENDING CHAPTER 19 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PERSONNEL;" AMENDING ARTICLE I, ENTITLED "IN GENERAL" BY SPECIFICALLY AMENDING SECTION 19-1, ENTITLED "ADOPTION OF PERSONNEL POLICIES AND PROCEDURES MANUAL;" PROVIDING FOR FUTURE AMENDMENTS TO THE TOWN'S PERSONNEL MANUAL BY RESOLUTION OF THE TOWN COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Building
Recommendation for Counsel to consider:	
Background Information:	The Town has completed a comprehensive review and update of the Personnel Handbook to ensure compliance with current laws, regulations, and best practices. The revised handbook includes updates to policies related to employee conduct, leave, benefits, remote work, and other employment matters.
Staff Recommendations:	Staff recommends that the Town Council approve the updated Personnel Handbook as presented.
Procurement:	
Financial Implications:	There is no financial impact.
Alternatives:	

ATTACHMENTS:

Ordinance No.: 2025-009
Tracked Changes - Pembroke Park Handbook DRAFT v1.1 - 2025-10-21

2021-12 Employee Handbook Approved by Commission
2025-009 Personnel Handbook - Business Impact Statement

ORDINANCE NO. 2025-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA ADOPTING THE AMENDED PEMBROKE PARK PERSONNEL POLICIES AND PROCEDURES MANUAL, ATTACHED HERETO AS EXHIBIT "A," AND INCORPORATED AS IF FULLY SET FORTH HEREIN; AMENDING CHAPTER 19 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PERSONNEL;" AMENDING ARTICLE I, ENTITLED "IN GENERAL" BY SPECIFICALLY AMENDING SECTION 19-1, ENTITLED "ADOPTION OF PERSONNEL POLICIES AND PROCEDURES MANUAL;" PROVIDING FOR FUTURE AMENDMENTS TO THE TOWN'S PERSONNEL MANUAL BY RESOLUTION OF THE TOWN COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park Code of Ordinances, Chapter 19 – *Personnel*; Article I. – *In General*, Section 19-1. *Adoption of personnel policies and procedures manual*, states "The Town of Pembroke Park Employee Handbook (the "handbook") is hereby adopted by reference as if it were fully incorporated herein, as the Personnel Policies and Procedures Manual of the Town of Pembroke Park;" and

WHEREAS, the Town's personnel policies and procedures manual was most recently amended pursuant to Ordinance 2023-007; and

WHEREAS, the Town Administration has recommended additional amendments and revisions to the Pembroke Park Employee Handbook; and

WHEREAS, the Town Commission of the Town of Pembroke Park, having reviewed the proposed amendments, accepts the recommendations and seeks to adopt the amended Pembroke Park Employee Handbook; and

WHEREAS, the Town Commission seeks to further repeal and eliminate any conflicting

personnel policies; and

WHEREAS, the Town Commission seeks to provide for future revisions to the Handbook by resolution of the Town Commission; and

WHEREAS, the Town Commission has conducted a public hearing and considered the input of the public; and

WHEREAS, the Town Commission finds that amending the Pembroke Park Employee Handbook, as set for therein, is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2: That the Town Commission hereby approves and adopts the amended Pembroke Park Employee Handbook, as shown on Exhibit "A," attached hereto and made a part hereof by this reference.

Section 3. Chapter 19 of the Town's Code of Ordinances entitled "Personnel," is amended by specifically amending Article I, entitled "In General;" by amending Section 1-19, entitled "Adoption of Personnel Policies and Procedures Manual," as follows:

Sec. 19-1 Adoption of personnel policies and procedures manual.

> The Town of Pembroke Park Employee Handbook (the "Handbook") is hereby adopted by reference as if it were fully incorporated herein, as the Personnel Policies and Procedures Manual of the Town of Pembroke Park. The Handbook includes, but is not limited to, benefits offered, policies, progressive discipline and other applicable personnel procedures. The Handbook may be further amended by resolution of the Town Commission, which may be adopted from time to time.

Section 4. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 7. This Ordinance shall become effective upon passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 7TH DAY OF NOVEMBER, 2025.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ___ DAY OF _____, 2025.

ATTEST:

_____
MAYOR GEOFFREY JACOBS

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency:

_____
Jacob G. Horowitz
Town Attorney

VOTE

ASHIRA MOHAMMED _____

GEOFFREY JACOBS _____

MUSFIKA KASHEM _____

WILLIAM R. HODGKINS _____

ERIK MORRISSETTE _____



Employee Handbook

~~July~~ October 2025 – Draft

Table of Contents

INTRODUCTION **10**

Purpose *10*

Scope *10*

Severability *10*

Distribution and Revisions *10*

Disclaimer *11*

GENERAL EMPLOYMENT POLICIES **12**

Equal Employment Opportunity (EEO) *12*

Requesting a Reasonable Accommodation 12

Veterans' Preference *12*

Harassment, Discrimination, and Bullying *12*

Harassment Defined 13

Sexual Harassment 13

Bullying 13

Reporting Procedure 14

Investigation and Corrective Action 14

Protection Against Retaliation 14

Drugs and Alcohol Policy *14*

Employee Assistance Program (EAP) 15

Medical Examinations *16*

Procedures for Reporting Fraudulent Activity *16*

Investigation Committee *18*

Whistleblower Protection *18*

Americans with Disabilities Act (ADA) & Reasonable Accommodation *18*

Immigration Law Compliance and E-Verify *18*

TERMS OF EMPLOYMENT **19**

Personnel Files *19*

Hiring of New Employees *19*

Hiring of Former Employees *20*

Separation in Good Standing 20

Separation Not in Good Standing 20

Application Process 20

Retirement Benefit Restrictions 20

Nepotism/Employment of Relatives *20*

Personal Relationships Among Employees *21*

Employee Classification *22*

Fair Labor Standards Act (FLSA) *23*

Probationary Employment *23*

Initial Probation Period (New Hires) 23

Probation Following Promotion or Reassignment 23

Appointed Officials and Town Commission Employees 23
Changes in Employment Status *23*
Work Hours *24*
Time Clocks 25
Unexcused Absences 25
Tardiness 25
On-Call, Standby, Call-In/Call-Back 25
Meal and Rest Breaks 26
Breaks for Nursing Mothers 26
Work Cancellation / Adverse Weather Conditions 26
Town-Sponsored Events 26
Pay and Classification Plan *27*
Merit Increases 27
Performance Evaluations 28
Appeal Procedure for Performance Evaluations 28
Cost of Living Increase 29
Overtime *29*
Overtime Compensation 29
Exclusion of Leave Time 29
Form of Compensation 29
Change in Status Pay *30*
Promotion Pay 30
Temporary Reassignment / Acting Pay 30
Demotion Pay 30
Pay Periods and Direct Deposit *30*
Travel Reimbursement and Advances *31*
Professional Memberships, Certifications & Development *32*
Educational Assistance and Training *32*
Conference and Seminar Policy *33*
Separation from Employment *34*
Voluntary Termination 34
Notice Expectations 34
Involuntary Termination 34
Layoff and Recall 34
Impact on Benefits 34
Exit Interviews 34
Disciplinary Action *35*
Employee Arrest or Charge Policy *36*
Employee Procedural Rights *37*
Involuntary Termination and Procedural Rights 37
Right of Appeal 37
Grievance Procedures 38
BENEFITS **39**
Employee Benefits Overview *39*
Continuation of Benefits (COBRA) *39*

Short-Term & Long-Term Disability Benefit 39
Unemployment Compensation 39
Workers' Compensation 40
Social Security 40
Telecommuting 40
LEAVES OF ABSENCE AND TIME OFF – PAID LEAVE **42**
Holidays 42
Vacation / Annual Leave 42
Sick Leave 43
Jury Duty 44
Bereavement/Funeral Leave 44
Voting Time 44
LEAVES OF ABSENCE AND TIME OFF – UNPAID LEAVE **46**
Family and Medical Leave Act (FMLA) 46
Military Leave (USERRA) 47
Domestic and Sexual Violence Leave 48
Unpaid Leave / Leave Without Pay 48
Leave Donation Policy 49
WORK RULES AND CODE OF CONDUCT **50**
Code of Ethics 50
Florida Code of Ethics for Public Officers and Employees 50
Pembroke Park Employee Code of Ethics 50
Gifts 50
Lobbying and Procurement Communication 50
Outside Employment 51
Prohibition on Use of Position for Personal Gain 51
Post-Employment Restrictions 51
Use of Town Resources 51
Nepotism 51
Political Activity 51
Confidential Information 51
Enforcement and Appeals 51
Public Records Act 52
Personal Conduct 52
Outside Employment Guidelines 53
Political Activity and Solicitation 54
Customer Service 54
Public Statements and Media Inquiries 55
Appearance and Attire 55
Use of Town Resources 55
Employee Identification and Access Control 56
Uniforms and Safety Attire 56

Personal Property and Workspace Expectations 56
Smoke-Free and Tobacco-Free Workplace 56
Care and Use of Equipment 57
Vehicle Use 57
Town Credit Card Usage 57
Technology and Acceptable Use Policy (Summary) 58
Acceptable and Ethical Use 58
User Monitoring and Privacy 58
Passwords and User Accountability 58
Use of Personal Devices 58
Email, Messaging, and Internet Use 58
Social Media 58
Security and Incident Reporting 58
Important 58
SAFETY AND SECURITY **59**
Commitment to a Safe Workplace 59
General Safety Rules 59
Accident and Injury Reporting 60
Building Security 60
Employee Responsibility 60
Emergency Management 61
Employee Disaster Work Classification Tiers 62
Emergency Response & Recovery Employee (ERR - Tier I) 62
Emergency Operations Center Support Employee (EOC - Tier 2) 62
Department Emergency Essential (DEE - Tier 3) 62
Essential Ready Reserve (RR - Tier 4) 63
Emergency Management Compensation 63
Workplace Violence prevention 64
Prohibited Conduct 64
Scope 65
Reporting Requirements 65
Investigation and Response 65
Threat Assessments & Support 65
Non-Employees 65
Zero Tolerance and Retaliation Prohibited 65
Workplace safety and right-to-know (Hazard Communication) 65
Hazard Communication / “Right-to-Know” 65
Employee Responsibilities 66
Safety Commitment 66
DEFINITION OF TERMS **67**
ACKNOWLEDGMENT AND RECEIPT **70**
~~INTRODUCTION~~ ..... ~~6~~
~~*Purpose*~~ ..... ~~6~~
~~*Scope*~~ ..... ~~6~~
~~*Severability*~~ ..... ~~6~~

Distribution and Revisions 6
Disclaimer 7
General Employment Policies 8
Equal Employment Opportunity (EEO) 8
Requesting a Reasonable Accommodation 8
Harassment, Discrimination, and Bullying 8
Harassment Defined 8
Sexual Harassment 9
Bullying 9
Reporting Procedure 9
Investigation and Corrective Action 10
Protection Against Retaliation 10
Drugs and Alcohol Policy 10
Prohibited Conduct 10
Drug and Alcohol Testing 10
Mandatory Testing for Safety-Sensitive Roles 11
Prescription Drugs and Medical Marijuana 11
Employee Responsibilities and Disciplinary Action 11
Employee Assistance Program (EAP) 11
Fair Labor Standards Act (FLSA) 11
Medical Examinations 11
Procedures for Reporting Fraudulent Activity 12
Investigation Committee 12
Whistleblower Protection 13
Americans with Disabilities Act (ADA) & Reasonable Accommodation 13
Immigration Law Compliance and E-Verify 13
Terms of Employment 14
Personnel Files 14
Hiring of New Employees 14
Hiring of Former Employees 15
Separation in Good Standing 15
Separation Not in Good Standing 15
Application Process 15
Retirement Benefit Restrictions 15
Nepotism/Employment of Relatives 15
Personal Relationships Among Employees 16
Employee Classification 17
Probationary Employment 17
Initial Probation Period (New Hires) 17
Probation Following Promotion or Reassignment 18
Appointed Officials and Town Commission Employees 18
Changes in Employment Status 18
Work Hours 19

~~Time Clocks ..... 19~~
~~Unexcused Absences ..... 20~~
~~Tardiness ..... 20~~
~~On-Call, Standby, Call-In/Call-Back ..... 20~~
~~Meal and Rest Breaks ..... 20~~
~~Breaks for Nursing Mothers ..... 20~~
~~Work Cancellation / Adverse Weather Conditions ..... 21~~
~~Town-Sponsored Events ..... 21~~
~~Pay and Classification Plan ..... 21~~
~~Merit Increases ..... 22~~
~~Performance Evaluations ..... 22~~
~~Appeal Procedure for Performance Evaluations ..... 22~~
~~Cost of Living Increase ..... 23~~
~~Overtime ..... 23~~
~~Overtime Compensation ..... 23~~
~~Exclusion of Leave Time ..... 23~~
~~Form of Compensation ..... 23~~
~~Change in Status Pay ..... 24~~
~~Promotion Pay ..... 24~~
~~Temporary Reassignment / Acting Pay ..... 24~~
~~Demotion Pay ..... 24~~
~~Pay Periods and Direct Deposit ..... 25~~
~~Travel Reimbursement and Advances ..... 25~~
~~Professional Memberships, Certifications & Development ..... 26~~
~~Educational Assistance and Training ..... 26~~
~~Conference and Seminar Policy ..... 27~~
~~Separation from Employment ..... 28~~
~~Voluntary Termination ..... 28~~
~~Notice Expectations ..... 28~~
~~Involuntary Termination ..... 28~~
~~Layoff and Recall ..... 28~~
~~Impact on Benefits ..... 28~~
~~Exit Interviews ..... 28~~
~~Disciplinary Action ..... 29~~
~~Employee Arrest or Charge Policy ..... 30~~
~~Employee Procedural Rights ..... 31~~
~~Involuntary Termination and Procedural Rights ..... 31~~
~~Right of Appeal ..... 31~~
~~Grievance Procedures ..... 32~~
~~Benefits ..... 33~~
~~Employee Benefits Overview ..... 33~~
~~Continuation of Benefits (COBRA) ..... 33~~
~~Short-Term Disability Benefit ..... 33~~
~~Unemployment Compensation ..... 33~~
~~Workers' Compensation ..... 34~~

~~Social Security ..... 34~~
~~Telecommuting ..... 34~~
~~Leaves of Absence and Time Off – paid leave ..... 36~~
~~Holidays ..... 36~~
~~Vacation / Annual Leave ..... 36~~
~~Sick Leave ..... 37~~
~~Jury Duty ..... 38~~
~~Bereavement/Funeral Leave ..... 38~~
~~Voting Time ..... 38~~
~~Leaves of Absence and Time Off – Unpaid Leave ..... 39~~
~~Family and Medical Leave Act (FMLA) ..... 39~~
~~Military Leave (USERRA) ..... 40~~
~~Domestic and Sexual Violence Leave ..... 41~~
~~Unpaid Leave / Leave Without Pay ..... 41~~
~~Leave Donation Policy ..... 42~~
~~Work Rules and Code of Conduct ..... 43~~
~~Code of Ethics ..... 43~~
~~Florida Code of Ethics for Public Officers and Employees ..... 43~~
~~Pembroke Park Employee Code of Ethics ..... 43~~
~~Gifts ..... 43~~
~~Lobbying and Procurement Communication ..... 43~~
~~Outside Employment ..... 44~~
~~Prohibition on Use of Position for Personal Gain ..... 44~~
~~Post-Employment Restrictions ..... 44~~
~~Use of Town Resources ..... 44~~
~~Nepotism ..... 44~~
~~Political Activity ..... 44~~
~~Confidential Information ..... 44~~
~~Enforcement and Appeals ..... 44~~
~~Public Records Act ..... 45~~
~~Personal Conduct ..... 45~~
~~Outside Employment Guidelines ..... 46~~
~~Political Activity and Solicitation ..... 47~~
~~Customer Service ..... 47~~
~~Public Statements and Medica Inquiries ..... 48~~
~~Appearance and Attire ..... 48~~
~~Use of Town Resources ..... 48~~
~~Employee Identification and Access Control ..... 49~~
~~Uniforms and Safety Attire ..... 49~~
~~Personal Property and Workspace Expectations ..... 49~~
~~Smoke-Free and Tobacco-Free Workplace ..... 49~~
~~Care and Use of Equipment ..... 49~~

~~Vehicle Use ..... 50~~
~~Town Credit Card Usage ..... 50~~
~~Technology and Acceptable Use Policy (Summary) ..... 50~~
~~Acceptable and Ethical Use ..... 50~~
~~User Monitoring and Privacy ..... 50~~
~~Passwords and User Accountability ..... 50~~
~~Use of Personal Devices ..... 51~~
~~Email, Messaging, and Internet Use ..... 51~~
~~Social Media ..... 51~~
~~Security and Incident Reporting ..... 51~~
~~Important ..... 51~~
~~Safety and Security ..... 52~~
~~Commitment to a Safe Workplace ..... 52~~
~~General Safety Rules ..... 52~~
~~Accident and Injury Reporting ..... 52~~
~~Building Security ..... 53~~
~~Employee Responsibility ..... 53~~
~~Emergency Management ..... 53~~
~~Employee Disaster Work Classification Tiers ..... 55~~
~~Emergency Response & Recovery Employee (ERR - Tier I) ..... 55~~
~~Emergency Operations Center Support Employee (EOC - Tier 2) ..... 55~~
~~Department Emergency Essential (DEE - Tier 3) ..... 55~~
~~Essential Ready Reserve (RR - Tier 4) ..... 56~~
~~Emergency Management Compensation ..... 56~~
~~Workplace Violence prevention ..... 57~~
~~Prohibited Conduct ..... 57~~
~~Scope ..... 57~~
~~Reporting Requirements ..... 58~~
~~Investigation and Response ..... 58~~
~~Threat Assessments & Support ..... 58~~
~~Non-Employees ..... 58~~
~~Zero Tolerance and Retaliation Prohibited ..... 58~~
~~Workplace safety and right-to-know (Hazard Communication) ..... 58~~
~~Hazard Communication / "Right-to-Know" ..... 58~~
~~Employee Responsibilities ..... 59~~
~~Safety Commitment ..... 59~~
~~Definition of Terms ..... 60~~
~~Acknowledgment and Receipt ..... 63~~

INTRODUCTION

Purpose

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the Town of Pembroke Park. Nothing in this manual shall be construed as contract terms for any Town employees.

These policies are not intended to be all-inclusive or to cover every situation that may arise. The Handbook contains general information and guidelines. These policies may be amended with or without notice at any time at the sole discretion of the Town and supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the Town Commission.

If you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to Human Resources or your Department Head.

Scope

These policies and procedures apply to all Town employees unless specifically addressed in an individual employment contract, collective bargaining agreement, or applicable insurance plan document. In cases where such documents conflict with this Handbook, the provisions of the applicable agreement shall govern for the covered employees.

These policies are designed to work in combination with individual departmental policies and procedures; however, Town-wide policies shall prevail should they come into conflict with departmental policies or procedures.

To the extent any provisions of this Handbook conflict with a current collective bargaining agreement, the provisions of the collective bargaining agreement shall control for employees covered by that agreement

No person, other than the Mayor and Town Commission or the Town Manager as authorized by the Town Commission, has the authority to enter into any agreement for employment with an employee for any specified period of time, or to make any agreement contrary to the provisions of this manual.

These policies govern regardless of past practices or former policies. This manual supersedes any previous verbal or written policies, statements, understandings, or agreements concerning terms and conditions of employment, except in cases of formal employment contracts or other legally binding agreements.

Please note that personnel records and other employment-related documents may be subject to disclosure under the Florida Public Records Law (Chapter 119, Florida Statues), unless specifically exempted by law.

Severability

If one or more provisions of this manual are superseded by or become in conflict with a formal employment contract, insurance plan documents, state or federal laws, or if they are determined by a court of competent jurisdiction to be inappropriate and voided, then the balance of the manual shall remain in effect.

Distribution and Revisions

A copy of this manual shall be provided to each employee, who will be required to sign an acknowledgment of

receipt and review. Employees are responsible for reading, understanding, and complying with the policies outlined in this Handbook.

All policies contained herein are subject to revision, amendment, or elimination at the secretion of the Town. Revisions or updates shall become effective upon approval by the Town Commission and may be communicated in paper form, by email, or through other electronic means such as the intranet.

Employees are expected to review all updates and remain informed of current personnel policies. The Town may periodically require employees to sign updated acknowledgment forms to confirm receipt and review of policy changes.

Disclaimer

Unless otherwise specified by applicable law, ordinance, collective bargaining agreement, or individual written contract, employment with the Town is at-will. This means that either the employee or the Town may terminate employment at any time, with or without cause or notice.

This Handbook is not a contract of employment and does not create any enforceable contractual rights. No policy or provision in this Handbook may be construed to create a binding employment agreement unless:

1. The terms are in writing.
2. The document is labeled “contract”.
3. The document specifically outlines terms of employment; and
4. The document is signed by the Mayor and approved by a vote of the Town Commission.

GENERAL EMPLOYMENT POLICIES

Equal Employment Opportunity (EEO)

The Town of Pembroke Park is committed to providing equal employment opportunities in all aspects of employment, including but not limited to recruitment, hiring, promotion, transfer, compensation, training, benefits, discipline, and termination.

The Town prohibits discrimination or harassment against any applicant or employee based on race, color, religion, sex (including pregnancy, childbirth, and related conditions), sexual orientation, gender identity or expression, age, national origin, marital status, veteran status, disability, political affiliation, genetic information, or any other characteristic protected by applicable federal, state, or local law.

The Town adheres to all applicable federal laws enforced by the U.S. Equal Employment Opportunity Commission (EEOC), including:

- Title VII of the Civil Rights Act of 1964
- The Pregnancy Discrimination Act
- The Equal Pay Act of 1963
- The Age Discrimination in Employment Act of 1967
- The Americans with Disabilities Act (ADA)
- The Civil Rights Act of 1991
- The Genetic Information Nondiscrimination Act (GINA)
- Pregnancy Workers Fairness Act (PWFA)

The Town also complies with the Florida Civil Rights Act (FCRA) and any other relevant state or local nondiscrimination laws.

All employment decisions are based on merit, qualifications, and business needs. The Town only hires individuals authorized to work in the United States.

Requesting a Reasonable Accommodation

If you are an applicant or employee and need a reasonable accommodation for a disability or sincerely held religious belief, please notify your supervisor or Human Resources. The Town will engage in an interactive process to determine whether an effective accommodation is available without imposing undue hardship on Town operations.

Employees must comply with all safety requirements. If an individual poses a direct threat to the health or safety of others - and that risk cannot be mitigated through reasonable accommodation – the individual may be denied employment or placed on leave while the Town evaluates the situation.

Veterans' Preference

Title 5 USC, Section 2108 and Chapter 295, F.S., set forth the requirements for public employers to provide preferences in employment, retention, and promotion to eligible veterans, spouses of veterans, and other veterans' preference eligible individuals.

Harassment, Discrimination, and Bullying

The Town of Pembroke Park is committed to maintaining a work environment that is respectful, inclusive, and free of discrimination, harassment, and bullying. The Town prohibits discrimination and harassment based on

race, color, religion, sex (including pregnancy, childbirth, sexual orientation, gender identity or expression), national origin, age, disability, marital status, genetic information, veteran status, or any other characteristic protected by federal, state, or local law.

This policy applies to all employees, officials, contractors, volunteers, and any individual conducting business with the Town. Violations of this policy will result in disciplinary action, up to and including termination.

Harassment Defined
Harassment is unwelcome conduct based on a protected characteristic that:

- Becomes a condition of continued employment, or
- Creates a work environment that a reasonable person would find intimidating, hostile, or abusive.

Examples of harassment include:

- Offensive jokes, slurs, name-calling, or insults
- Physical threats, intimidation, or interference with work performance
- Displaying offensive images or gestures

Harassment may occur between employees, supervisors, or even third parties such as vendors or members of the public.

Sexual Harassment
Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission is made a condition of employment,
- Submission or rejection is used as the basis for employment decisions, or
- The conduct creates a hostile, intimidating, or offensive work environment.

Examples include:

- Unwanted touching, sexual gestures, leering
- Sexual jokes, comments, or stories
- Displaying sexually explicit material
- Making employment benefits contingent on sexual conduct

This policy applies both in and outside the workplace, including Town-sponsored events and interactions with non-employees.

Bullying
The Town does not tolerate bullying in any form. Bullying is repeated, health-harming mistreatment of an individual through abusive conduct such as:

- Verbal abuse or insults
- Physical intimidation or threats
- Work interference or sabotage
- Deliberate exclusion or social isolation

Examples include shouting, public humiliation, malicious gossip, assigning impossible tasks, or interfering with communications.

Bullying violates the Town's Code of Conduct and may result in disciplinary action.

Reporting Procedure
Any employee who believes they have been subjected to harassment, discrimination, or bullying should report the behavior as soon as possible to:

- Their immediate supervisor, or
- Human Resources, or
- Any Department Head or the Town Manager

If the alleged offender is the employee's supervisor, the employee should report directly to Human Resources or the Town Manager.

Employees are encouraged to report concerns early—before behavior escalates.

Investigation and Corrective Action
All reported complaints will be investigated promptly, fairly, and confidentially to the extent possible. If a violation is substantiated, the Town will take immediate and appropriate corrective action, which may include training, counseling, discipline, or termination.

Protection Against Retaliation
The Town strictly prohibits retaliation against anyone who reports harassment, participates in an investigation, or exercises rights under this policy. Any form of retaliation should be reported immediately and will result in disciplinary action.

Drugs and Alcohol Policy

The Town of Pembroke Park is committed to maintaining a safe, healthy, and productive work environment for all employees. The unlawful use, possession, distribution, manufacture, or being under the influence of drugs or alcohol in the workplace is strictly prohibited.

~~This policy applies to all employees while on Town premises, operating Town vehicles or equipment, or conducting Town business.~~

~~**Prohibited Conduct**~~
~~Employees are prohibited from:~~

- ~~Possessing, using, distributing, or being under the influence of alcohol or illegal drugs while at work or on Town property;~~
- ~~Misusing legally prescribed drugs or Medical Marijuana;~~
- ~~Using prescription or over-the-counter drugs that impair safe job performance without prior disclosure to their supervisor or Human Resources;~~
- ~~Distributing or soliciting prescription drugs or Medical Marijuana at work.~~

~~**Drug and Alcohol Testing**~~
~~The Town may conduct the following types of testing, consistent with applicable state and federal laws:~~

- ~~**Pre-Employment Testing**~~
  ~~Required for safety-sensitive positions and as a condition of employment where applicable.~~
- ~~**Reasonable Suspicion Testing**~~
  ~~Employees may be tested when there is a reasonable belief they are under the influence of drugs or alcohol while working. Indicators may include, but are not limited to, unusual behavior, appearance, or job performance.~~

  ~~Supervisors who observe such behavior must immediately contact Human Resources and ensure testing is~~

conducted.

Refusal to submit to testing will result in disciplinary action, up to and including termination.

- **Post-Accident Testing**
  Required following work-related accidents or incidents involving injury, property damage, or safety violations, particularly in safety-sensitive roles.
- **Random Testing**
  Employees in positions requiring a Commercial Driver's License (CDL) or governed by other federal or state mandates may be subject to random drug and alcohol testing.
- **Follow-Up Testing**
  Employees returning to work following treatment or rehabilitation may be subject to unannounced testing.

Mandatory Testing for Safety-Sensitive Roles
Mandatory drug and alcohol testing is required for employees who:

- Carry a firearm or work closely with those who do,
- Operate heavy or dangerous machinery,
- Work with children or vulnerable populations,
- Perform life-threatening or safety-sensitive duties,
- Require a security background check under Florida Statutes § 110.1127,
- Handle confidential criminal investigation documents or controlled substances, or
- Hold positions where a lapse in attention could endanger others.

Prescription Drugs and Medical Marijuana
Employees must inform their supervisor and Human Resources if they are taking prescription or over-the-counter medications that may impair their ability to safely perform job duties. This information will be kept confidential in accordance with the **Health Insurance Portability and Accountability Act (HIPAA)**.

Use of Medical Marijuana under Florida law does not excuse being impaired at work. Employees are not permitted to possess or use Medical Marijuana while on duty or on Town property, regardless of prescription status.

Employee Responsibilities and Disciplinary Action

- Any employee who violates this policy or refuses required testing may face disciplinary action, up to and including termination.
- Supervisors must not send employees home in lieu of testing when reasonable suspicion exists.
- Employees must notify the Town within **five (5) business days** of any drug- or alcohol-related conviction, whether or not it occurred at work.

Employee Assistance Program (EAP)
The Town encourages employees with substance abuse concerns to seek help. Support and resources are available through the Town's Employee Assistance Program (EAP). Voluntary participation in EAP before a policy violation may be considered a mitigating factor.

Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act, Title 29 U.S.C. (Sections 201-219) is the federal law requiring that covered employees be paid at least the federal minimum wage and overtime pay (at time and one-half of the employee's regular rate of pay) for all hours worked over 40 hours in a workweek.

~~The Town Personnel Manual refers to employees covered by FLSA as "non-exempt" and to those not covered by the FLSA minimum wage and overtime provisions as "exempt".~~

Medical Examinations

The Town may require an employee to submit to a medical or psychological exam to determine fitness for duty provided the examinations are job related and consistent with business necessity. Tests for alcohol or illegal drug use are not considered medical examinations, nor are physical agility tests. Fitness for duty exams shall be conducted by a licensed professional designated by the Town and shall be paid for by the Town.

The Town shall comply with all applicable laws including ADA, FMLA, HIPAA, Worker's Compensation and related laws and guidelines in addressing circumstances where an employee is found to be unfit to perform some or all their essential job functions. This policy in no way shall be construed to limit employees' rights under any federal or State Law.

Employees determined to be un-fit for duty and requiring associated leave, may access accrued leave banks and other paid or unpaid leave time consistent with the policies contained within this manual and state and federal laws.

Light duty or modified return-to-work arrangements are not guaranteed and would not indicate continued employment if provided.

Procedures for Reporting Fraudulent Activity

TOWN - The Town of Pembroke Park recognizes the potential for fraudulent activity and is committed to maintaining the highest standards of honesty and integrity in all operations. Fraudulent activity may include, but is not limited to:

- Corruption or unethical behavior;
- Theft, embezzlement, or misappropriation of cash, property, or assets;
- Falsification or alteration of financial records, invoices, or expense reports;
- Manipulation or falsification of data processing or other official records;
- Knowingly providing false information on job applications or other official documents.

Information or concerns about fraudulent activities may arise from employees, vendors, citizens, audit findings, or other sources.

Reporting Procedure:
All employees are required to report any suspected fraudulent activity promptly. Reports may be made to any of the following:

- Town Manager
- Town Attorney
- Human Resources Director

To facilitate confidential reporting, employees may also submit anonymous tips via:

- Email: hr@tppfl.gov
- Phone: (954) 251-2611 (754)232-1622

COUNTY: With regard to ethics, Municipal employees must follow the Constitution of the State of Florida, the

State Code of Ethics (Chapter 112 of the Florida Statutes), and any applicable, more restrictive municipal laws (see F.S. 112.326). The Broward County Charter empowers the Office of Inspector General to investigate, report, and refer “misconduct" and “gross mismanagement." “Misconduct" is defined as (1) any violation of federal, state, or local constitution, statute, code, charter, or ordinance or (2) conduct involving fraud, corruption, or abuse. “Gross mismanagement" is defined as the material waste or significant mismanagement of public resources. Misconduce may be reported on the OIG’s website, and there are procedures to remain anonymous if you choose: https://www.broward.org/InspectorGeneral/Pages/ReportMisconduct.aspx

STATE - The Florida Commission on Ethics has the authority to review and investigate complaints concerning possible violations of the State's ethics laws by state and local elected or appointed public officers and public employees and others as designated by Florida law. Complaints must be submitted on the form created by the Commission, which is available on the Commission’s website: https://ethics.state.fl.us/Complaints/Complaints.aspx

Protection Against Retaliation:

Employees who report suspected fraudulent activity in **good faith** will be protected against retaliation or adverse employment actions. The Town strictly prohibits retaliation against anyone who participates in investigations or reports concerns honestly and responsibly.

Investigation Committee

When a formal complaint is filed by an employee, the Town Manager, Town Attorney, and Human Resources Director shall serve as the Investigation Committee to review the complaint.

The committee will:

- Evaluate the nature, severity, and details of the complaint;
- Determine whether a formal workplace investigation is warranted;
- Oversee the investigation process to ensure fairness, confidentiality, and thoroughness.

Employees are expected to provide truthful information during the complaint and investigation process. Malicious or knowingly false allegations may result in disciplinary action, up to and including termination.

Whistleblower Protection

In accordance with the Florida Whistleblower Act (Florida Statutes §112.3187), the Town of Pembroke Park prohibits retaliation against any employee who discloses, in good faith, violations of law, gross mismanagement, gross waste of public funds, or other abuses of authority.

Employees may report concerns to the Town Manager, Town Attorney, Human Resources Director, or other designated authorities. Reports will be handled confidentially and investigated appropriately. Retaliation against whistleblowers is strictly prohibited and may result in disciplinary action.

Americans with Disabilities Act (ADA) & Reasonable Accommodation

The Town complies with the Americans with Disabilities Act (ADA) and applicable state laws by providing reasonable accommodations to qualified employees and applicants with disabilities.

Employees who require accommodations to perform the essential functions of their job should submit a request to Human Resources. The Town will engage in an interactive process to determine appropriate accommodations that do not impose undue hardship.

Immigration Law Compliance and E-Verify

The Town complies with all federal and state immigration laws. In accordance with Florida law (SB 1718), the Town uses the E-Verify system to confirm the identity and employment eligibility of all new hires.

All newly hired employees are required to complete Form I-9 and present documentation establishing identity and eligibility to work in the United States.

TERMS OF EMPLOYMENT

Personnel Files

The Town of Pembroke Park maintains a personnel file for each employee. These files include, but are not limited to:

- Job application and resume
- Records of training and certifications
- Documentation of performance appraisals and disciplinary actions
- Salary and compensation records
- Benefits and employment-related documentation

Employee Responsibility for Updates

Employees are responsible for ensuring that their personnel records are accurate and current. Updates may be made during performance evaluations or at any time by notifying the Human Resources Department. Employees must promptly notify Human Resources (within two (2) weeks of change) if any of the following changes occur:

- Name or address
- Telephone number
- Marital status
- Emergency contact information
- Education status
- Military status
- Driver's license or status, including expiration, cancellation, revocation, etc.
- Licensing, certifications, or training relevant to the position
- Beneficiary designations
- Direct deposit or bank account information
- Any other information that may affect employment or benefits eligibility

Access to Personnel Records

Personnel files are the property of the Town. Access to information within the files is governed by applicable federal and state laws, including Florida's Public Records Law (Chapter 119, Florida Statutes). Records may be released in response to a lawful public records request, except for information specifically exempt or confidential by law (e.g., Social Security numbers, certain law enforcement personnel data, medical records).

Employees may review their own personnel file at any time upon reasonable advance notice. Reviews will take place in the presence of a Human Resources representative at the Town's offices. Copies of documents may be requested in accordance with public records procedures and any applicable fees.

Centralized Records

All original personnel records must be maintained by the Human Resources Department. Departments shall not retain original documents in separate departmental files. This ensures compliance with legal retention standards and confidentiality safeguards.

Hiring of New Employees

The hiring of all new employees ~~shall be~~is coordinated through the Human Resources Department in accordance with applicable ~~employment~~ laws and the Town ~~policies~~Charter.

Final approval for the hiring of new employees rests with the Town Manager, with the following exceptions:

- The Town Commission shall have sole authority to hire the Town Manager, Divisional Directors, and Department Heads.
  - Town Charter Section 15.B states "The Town Commission shall hire or engage by contact an individual or firm to serve in the following ~~positions;~~positions: Town Manager, Town Clerk, Public Works Director, Building Official, Town Attorney, Finance Director, Town Planner and Chief of Police. These positions shall be considered Charter Officers of the Town of Pembroke Park and shall report directly to the Town Commission. The Town Commission shall adopt job descriptions for each of these positions and may, by ordinance, further set forth the duties and responsibilities of each position."
- ~~The Town Commission also retains the exclusive authority to approve the hiring of independent contractors.~~

All employment offers are contingent upon successful completion of applicable pre-employment requirements, which may include background checks, ~~verification of~~ employment eligibility ~~to work in the United States~~, medical examinations (as necessary), drug ~~and alcohol~~ testing, and credential/licensure verification, as applicable to the position.

Hiring of Former Employees

Former employees of the Town may be considered for re-employment under the following conditions:

Separation in Good Standing

Individuals who previously left Town employment in good standing are eligible to apply for re-employment.

"Good standing" generally refers to voluntary resignation with appropriate notice and no significant disciplinary issues at the time of separation.

Separation Not in Good Standing

Individuals who did not leave the Town in good standing may still be considered for re-employment; however, they must demonstrate, to the satisfaction of the Town, sufficient improvement in work performance, conduct, or attitude before being eligible for rehire.

Application Process

All former employees must apply through the Town's standard recruitment process for open positions.

- Applications must clearly indicate the individual is a former Town employee seeking re-employment.
- The relevant Department Head will review the application, assess any additional information needed, and make a recommendation to Human Resources and the Town Manager regarding rehire eligibility.

Retirement Benefit Restrictions

Former employees receiving disbursements from the Town's retirement plan may not be eligible to continue receiving those benefits upon rehire, subject to the terms of the plan and applicable laws.

The Town will comply with all applicable laws, including Florida Retirement System (FRS) guidelines or other retirement plan restrictions, regarding the re-employment of retirees.

Nepotism/Employment of Relatives

In accordance with Section 112.3135, Florida Statutes, it is the policy of the Town to prevent conflicts of interest and perceptions of favoritism in employment matters involving relatives.

No elected official, Town employee with hiring or supervisory authority, or official exercising jurisdiction or control over personnel decisions shall employ, appoint, promote, advance, or advocate for the employment,

promotion, or advancement of any individual who is a relative, in any position under their supervision, influence, or within the same chain of command.

Definition of Relative
For the purpose of this policy, "relative" is defined as:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

(As defined by Section 112.3135, Florida Statutes)

Disclosure Requirement
All applicants and current employees are required to disclose if they are related to any current Town employee or elected official. This disclosure must be made:

- At the time of application for employment, or
- Promptly upon becoming aware of a relationship formed during employment.

Failure to disclose a qualifying relationship may result in disciplinary action, up to and including termination.

Management of Conflicts
In the event that relatives are employed in the same department or division:

- One relative may not supervise or participate in employment decisions (such as hiring, evaluation, discipline, scheduling, or promotion) affecting the other.
- The Town will evaluate the reporting structure and take steps to remove supervisory conflicts, which may include reassignment, restructuring of responsibilities, or relocation to a different department when feasible.

All such situations will be reviewed and managed by Human Resources in coordination with the Town Manager to ensure compliance with this policy and Florida law.

Personal Relationships Among Employees

A ***personal relationship*** is defined as a continuing romantic, intimate, or sexual relationship between two employees, regardless of whether the relationship is current or has previously existed.

To preserve the integrity of the workplace and avoid conflicts of interest, favoritism, or the appearance of impropriety, employees involved in a personal relationship may not:

- Work within the same chain of command,
- Be assigned to the same department if one has authority over the other's terms and conditions of employment, or
- Supervise or be supervised by the other individual involved in the relationship.

Disclosure Requirement
Employees engaged in a personal relationship must promptly disclose the relationship to the Human Resources Department. Early disclosure allows the Town to assess whether a conflict of interest or inappropriate workplace dynamic exists and take proactive steps to mitigate any issues.

Conflict Resolution
If an actual or potential conflict of interest is identified, the Town may take steps including, but not limited to:

- Reassignment to a different department or position,
- Transfer to an equivalent role with no supervisory relationship, or
- Termination of employment, if no alternative placement is available.

The employees involved will be given the opportunity to voluntarily determine which individual will accept a reassignment or separation. If the employees do not reach a mutual decision within 30 calendar days of notification, the Town reserves the right to make the determination as to which employee will be transferred or, if necessary, terminated.

Prohibited Conduct

Supervisors and managers are strictly prohibited from initiating or maintaining romantic or intimate relationships with employees under their direct or indirect supervision. Such conduct may result in disciplinary action, up to and including termination.

Employee Classification

In accordance with the Fair Labor Standards Act (FLSA) and applicable state laws, each position is classified as either:

- **Exempt:** Salaried employees who are not eligible for overtime pay. These positions generally include executive, administrative, professional, and certain technology-based roles, based on FLSA duties and salary tests.
- **Non-Exempt:** Employees eligible to receive overtime pay for all hours worked in excess of 40 in a workweek.

The Town of Pembroke Park recognizes several types of employment classifications to determine eligibility for benefits, compliance with applicable wage and hour laws, and internal personnel procedures. These classifications do not guarantee employment for any specific period of time and may be modified as necessary to meet operational needs.

Full-Time Employees: Employees who are regularly scheduled to work 30 hours or more per week on a continuous basis. These employees are eligible for the Town's employee benefits programs as outlined in later sections of this Handbook, subject to the terms, conditions, and limitations of each benefit plan.

Part-Time Employees: Employees who are regularly scheduled to work less than 30 hours per week on a continuing basis. Part-time employees are generally not eligible for Town-sponsored benefits, unless specified by law or plan documents. However, part-time employees may be eligible for certain statutory protections, such as:

- Workers' Compensation (Florida Statutes §440)
- Family and Medical Leave Act (FMLA), if the employee meets federal eligibility standards

Temporary or Seasonal Employees: Employees hired to work on a temporary basis (e.g., to fill in for an absent employee or during peak periods) or for a specific season or project. These employees:

- Are **not eligible** for the Town's employee benefit programs
- Are employed **at-will** for the duration of their assignment
- Are covered by relevant state and federal employment laws, including minimum wage and workers' compensation coverage

Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act, Title 29 U.S.C. (Sections 201-219) is the federal law requiring that covered employees be paid at least the federal minimum wage and overtime pay (at time and one-half of the employee's regular rate of pay) for all hours worked over 40 hours in a workweek.

The Town Personnel Manual refers to employees covered by FLSA as "non-exempt" and to those not covered by the FLSA minimum wage and overtime provisions as "exempt".

Probationary Employment

Initial Probation Period (New Hires)

All new employees shall serve a probationary period of one (1) year beginning on their first day of employment. This period allows the Town to assess the employee's performance, dependability, attendance, and general fitness for continued employment.

- New Hires will receive a ninety (90) evaluation from their supervisor during their probationary period.
- The Town may extend the probationary period for up to six (6) additional months if more time is needed to assess performance.
- During this time, the employee may be terminated at any time without cause and without the right to appeal or procedural protections provided to non-probationary employees.

Probation Following Promotion or Reassignment

An employee who is promoted or reassigned to a new position will also serve a six (6) month ~~one-year~~ probationary period in the new role. If the employee does not meet expectations in the new position:

- The Town may reassign the employee to their prior position, if it is vacant and available.
- If no appropriate position is available, the employee may be separated from employment.

Appointed Officials and Town Commission Employees

Employees appointed directly by and serving at the pleasure of the Town Commission (e.g., Town Manager, Department Heads, Divisional Directors) do not serve a formal probationary period but are subject to annual performance evaluations by ~~September 30th~~July 31st of each year. These employees are at-will and may be terminated with or without cause, at the sole discretion of the Town Commission.

Changes in Employment Status

The Town of Pembroke Park recognizes that organizational needs and employee development may result in changes to an employee's job assignment. The following categories describe the various types of employment status changes that may occur within the Town's workforce.

Transfers: A transfer is a reassignment of an employee to a different position that generally includes comparable duties, responsibilities, authority, and compensation. Transfers may occur within a department or between departments and are typically used to improve workforce efficiency, accommodate operational needs, or address employee development.

Transfers do not necessarily result in a change in pay, job classification, or benefits eligibility.

Promotions: A promotion occurs when an employee is reassigned to a position that involves:

- A broader or more complex scope of responsibilities;
- A higher level of authority or leadership; and/or
- Placement in a higher salary grade or pay range.

Promotions may occur:

- Through the filling of a posted vacancy, or
- Through reclassification of the employee's existing position due to a sustained and substantial increase in duties and responsibilities.

Promotions may result in an increase in pay, subject to budgetary approval and applicable compensation policies.

Demotions: A demotion occurs when an employee is reassigned to a position that involves:

- Reduced responsibilities or authority;
- A lower pay grade or classification level; and/or
- A decrease in compensation.

Demotions may occur for the following reasons:

- Performance-related issues;
- Organizational restructuring or job elimination;
- Employee request; or
- Reclassification of the position due to a decrease in job scope.

Demotions may result in a decrease in pay. Employees will be notified of changes in writing and may be eligible to apply for other open positions.

Temporary Reassignments: A temporary reassignment involves the assignment of an employee to a different role or set of duties for a limited period of time. Temporary reassignments are typically used:

- To fill a vacant position during the recruitment process;
- To cover an extended absence (e.g., leave of absence); or
- For training or cross-functional coverage purposes.

Temporary reassignments must meet the following criteria:

- Last at least two (2) full pay periods; and
- Are typically used when the vacancy or assignment is expected to exceed thirty (30) calendar days.

The Town Manager has discretion to initiate and approve temporary assignments. Compensation for temporary assignments, if applicable, will be determined in accordance with Town policy.

Work Hours

To ensure employee availability and accountability to the public the Town serves, all full-time employees (exempt and non-exempt) are to be at work or available to the public and co-workers during the normal workdays of Monday through Friday~~,~~ from 8:00 a.m. to 5:00 p.m., except on recognized holidays, during approved leave, or when away from the worksite for an approved work-related activity.

The standard workweek for purposes of calculating overtime under the Fair Labor Standards Act (FLSA) is Monday through Sunday.

Supervisors, with the approval of the Town Manager, may establish alternative schedules as needed to meet departmental operational needs.

Time Clocks

All ~~exempt and~~ non-exempt employees must accurately record their work hours using the Town's designated timekeeping system. A missed clock in/out is a violation of this policy and includes:

1. Failure to clock in/out at the beginning or end of the assigned shift.
2. Failure to clock in/out for lunch breaks.
3. Failure to accurately or timely report all time worked.
4. Clocking in/out earlier or later than scheduled without supervisor approval.
5. Clocking in or out for another employee ("buddy punching") is strictly prohibited and grounds for immediate disciplinary action~~.~~, up to and including termination.
6. Employees may not clock in more than seven (7) minutes prior or after ~~to~~ the start of their shift without prior approval.

Hourly or non-exempt employees must clock in and out four (4) times daily:

- Beginning of shift
- Beginning of lunch break
- End of lunch break
- End of shift

All employees must certify that their time records are accurate. Intentional falsification of time records is grounds for disciplinary action, up to and including termination.

Employees may use a physical timeclock or the Town's mobile timekeeping app. A geofencing feature restricts clock-in/clock-out to within one mile of Town Hall. Technical issues must be immediately reported to the employee's Department Head.

Unexcused Absences

Employees are expected to report for duty at their scheduled time. Employees who will be absent or late must notify their supervisor as soon as possible, and no later than sixty (60)~~thirty (30)~~ minutes before the start of their scheduled shift.

Failure to notify a supervisor or excessive absenteeism may result in disciplinary action. Excessive absenteeism is considered three (3) or more unexcused absences in a quarter or three (3) month period. An absence of three (3) consecutive business days without notification will be considered job abandonment.

Tardiness

Tardiness is defined as arriving after the scheduled start time or returning late from a break or lunch period.

Employees must notify their supervisor of expected tardiness within one (1) hour prior to ~~of the~~ their scheduled start time.

Three (3) or more instances of tardiness per month is considered excessive tardiness.

Chronic, excessive, or unexcused tardiness may result in progressive disciplinary action.

On-Call, Standby, Call-In/Call-Back

Any employee may be called to work at unscheduled times or to perform duties outside their regular scope during emergencies.

- Non-exempt employees who are called back to work after a regular shift or on a scheduled day off shall be paid for a minimum of three (3) hours or actual time worked—whichever is greater—at time and a half.
- These hours are compensable even if the employee has not reached 40 hours in the workweek, consistent

with Town policy.

- "Standby" status requires availability for work and may be assigned verbally, in writing, or through official rosters.
- Call-back time is paid at straight time or provided as compensatory time and does not count toward overtime unless total hours exceed 40.

Exempt employees are not entitled to overtime under the FLSA and are excluded from this provision.

Meal and Rest Breaks

One unpaid 60-minute meal break is provided to employees working eight (8) or more consecutive hours.

- Non-exempt employees must clock out for lunch. Employees may not perform work duties during unpaid meal periods.
- Employees are not permitted to skip or shorten meal or rest breaks to arrive late or leave early unless approved by the department head prior to the start of the shift.

Rest breaks:

- Employees may receive two (2) paid 15-minute rest breaks per full workday—one during each half of the shift.
- Rest breaks are not required by Florida law but are provided as a privilege and must not interfere with operations.

Breaks for Nursing Mothers

The Town complies with state and federal law in providing reasonable break time to express breast milk for up to two (2) years after a child's birth.

- These breaks are paid and do not require clocking out.
- Employees must coordinate the timing of these breaks with their supervisor.
- A private space—not a restroom—that is shielded from view and free from intrusion from coworkers and the public will be provided upon request.

Work Cancellation / Adverse Weather Conditions

In cases of temporary closure (one day or less), the Town Manager will determine compensation for non-essential staff.

- The Town Manager will also determine compensation or time-off for exempt essential staff.
- Non-exempt essential staff will be compensated in accordance with FLSA and Town emergency pay policies.

Closures exceeding one day will be addressed on a case-by-case basis. Employees are expected to remain available during their normal work schedule unless otherwise instructed.

The Town Manager or Town Commission will determine when facilities close and when essential staff are required to remain on-site before, during, or after a storm. Employees may use accrued leave or request modified schedules during such periods~~.~~; however, the town has the right to withdraw or shorten any previously approved time off in the case of an emergency.

Employees designated essential under the Emergency Management section must report when required.

Town-Sponsored Events

~~Employees may be requested to attend Town-sponsored events as part of their duties.~~ Employees may be requested to attend Town sponsored events as part of their duties. Employees are expected to honor these requests unless previously discussed and approved by their supervisor.

Public services employees who work the events will be awarded their regular and/or overtime rate along with an equivalent credit of compensatory time for time worked during that event to use for a later day off. ~~Employees with a conflict due to religious observance or a medical condition must notify their supervisor in advance.~~

Pay and Classification Plan

Compensation and Benefit levels are determined by the Town's overall financial condition, general fiscal responsibility to taxpayers, and individual job performance. The value of a position is established in the Town's Pay and Classification Plan.

Pay Plan

The pay plan lists each position title, pay grade, salary range, FLSA status, and Department Head designation. It is published at the beginning of each fiscal year after the Annual Budget is passed.

Departments seeking to add, reclassify, or change a position title in the Pay Plan after the start of the fiscal year must receive written approval from the Town Manager, Human Resources Director, and Finance & Budget Director.

Pay Ranges may be adjusted annually, depending on available resources, to reflect cost of living adjustments. Adjustments are subject to Town Commission approval.

Classification Plan

The classification structure is based on systematic internal job evaluation and external labor market analysis, conducted at least every two years.

Job descriptions are created through comprehensive job analysis and include:

- Title
- Duties and responsibilities
- Exemption status (FLSA)
- Essential job functions
- Required knowledge, skills, and abilities
- Physical demands

Job descriptions are reviewed annually.

Employee compensation is based on time-in-position, performance, qualifications, experience, education level, and other job-related factors. New hires are paid within their assigned pay range.

Merit Increases

Merit increases are evaluated during the annual budget preparation process and, if approved, are implemented at the beginning of the new fiscal year. All merit increases must be budgeted and align with the Town's approved Compensation and Classification Plan.

Merit increases may be issued outside of the annual process on a case-by-case basis, with approval from the Town Manager and/or the Town Commission, depending on the position's reporting structure.

Merit increases must be based on the results of a formal performance evaluation using clearly defined standards that are applied consistently across all positions. To be eligible, the employee's performance evaluation must sufficiently document performance that meets ~~exceeds~~ the expectations and duties of the assigned position.

~~To preserve the integrity of the classification and compensation system and avoid pay compression, merit increases and cost-of-living adjustments (COLAs) shall only be awarded in the form of a single, combined annual adjustment.~~

The ~~total combined annual~~ increase for merit ~~and COLA~~ shall not exceed 5% of the employee's base pay. Any proposed salary increase exceeding this threshold must be approved by the Town Commission.

Performance Evaluations

All new employees ~~shall~~ will receive a formal performance evaluation after ~~six~~ three (3) ~~(6) months~~ of employment. Thereafter, all employees will receive an annual performance evaluation conducted by their direct supervisor, with completion due by ~~September~~ July 31st ~~30th~~ of each year.

Performance evaluations serve as an essential management tool to assess individual contributions, establish and align performance expectations, and support employee development. Evaluations provide a formal opportunity to:

- Review progress toward established goals and objectives
- Identify employee strengths and areas for improvement
- Determine training or professional development needs
- Support decisions related to merit increases, promotions, discipline, and other employment actions

All performance evaluations may be reviewed by the Town Manager, and when appropriate, by the Town Commission or its designee.

Employees shall have an opportunity to meet with their supervisor to discuss the contents of the evaluation and may submit written comments or a formal response to be attached to the evaluation in their personnel file.

Employees who receive an unsatisfactory or marginal performance rating may be placed on a Performance Improvement Plan (PIP) and may be subject to progressive disciplinary action, depending on the severity and duration of performance issues.

Appeal Procedure for Performance Evaluations

An employee who receives an overall performance rating of "Marginal/Needs Improvement" or below may appeal the evaluation through the following process:

1. **Initial Appeal to Human Resources**
   The employee must submit a written appeal to the Human Resources Director within fourteen (14) calendar days of signing the performance evaluation. The appeal must include supporting facts and documentation explaining why the employee believes the rating should be "Expected Performance" or higher.

   The Human Resources Director shall review the documentation and respond in writing within fourteen (14) calendar days of receipt of the appeal.

2. **Outcome of HR Review**
   - If the Human Resources Director modifies the evaluation to a rating of "Expected Performance" or higher, or if the evaluation does not impact a merit increase, the appeal process ends.
   - If the Human Resources Director upholds the original rating and the evaluation results in the denial of a merit increase, the employee may proceed to a second-level appeal.

3. **Appeal to the Town Manager**
   - The employee must submit a written request for appeal to the Town Manager within fourteen (14) calendar days of receiving the decision from Human Resources.
   - The Town Manager shall schedule a meeting with the employee, their supervisor, and the Department Head. During this meeting, both the employee and the supervisor may present relevant evidence and justification for their positions.
   - The Town Manager shall issue a final, binding decision in writing within a reasonable time frame

after the hearing.

4. **Positions Exempt from Appeal**
   Employees who serve at the pleasure of the Town Commission are not eligible to appeal their evaluations under this policy.

Cost of Living Increase
Applied annually to pay ranges and individual salaries and may not exceed 5% ~~if~~ unless approved by the Town Commission. ~~Combined with merit increases, Ttotal increases may not exceed 5% without approval.~~

Overtime

Exempt Employees
Employees classified as exempt under the Fair Labor Standards Act (FLSA) are not eligible to receive overtime compensation. Exempt employees are expected to work their regularly scheduled hours and any additional time necessary to meet the responsibilities of their position.

In cases where exempt employees are required to work significant additional hours beyond their normal schedule due to extraordinary work demands, time-off consideration (informal compensatory time) may be granted. Such time off requires the prior approval of the Town Manager and is granted at the sole discretion of the Town Manager.

Non-Exempt Employees
Employees classified as non-exempt under the FLSA are eligible for overtime compensation. Based on the operational needs of the Town, non-exempt employees may be required to work overtime and are expected to do so upon request. Personal needs or preferences are not sufficient grounds to refuse overtime when required for business purposes.

Overtime Compensation
Non-exempt employees will be compensated at one and one-half (1.5) times their regular hourly rate for all hours worked in excess of 40 hours in a workweek (seven consecutive days, Monday through Sunday).

Exclusion of Leave Time
For the purpose of calculating overtime eligibility, only hours actually worked count toward the 40-hour threshold. Paid or unpaid leave hours (e.g., vacation, sick, or holiday leave) do not count as hours worked.

Form of Compensation
Overtime may be compensated through either:

- Wages, or
- Compensatory time off (comp time), granted at a rate of 1.5 hours for each hour of overtime worked, where permitted.

The Town reserves the right to:

- Substitute monetary payment for accrued compensatory time at its discretion.
- Approve employee requests to convert compensatory time to cash, with payment made on the next regular payroll cycle.

Pre-Approval Requirement
Overtime (including compensatory time) must be approved in advance by the employee's supervisor and authorized by the Department Head and Town Manager, and only if funds are provided for in the annual Town budget.

Scheduling of Overtime
Overtime will be scheduled in a manner that is most beneficial to the Town and in accordance with operational priorities. When possible, the Town may adjust an employee's work schedule within the same 40-hour workweek to avoid incurring overtime.

Unauthorized Overtime
Non-exempt employees who work overtime without prior approval may be subject to disciplinary action, up to and including termination.

Change in Status Pay

Promotion Pay
Employees who are promoted to a position in a higher pay grade shall receive:

- The minimum of the new pay grade, or
- An increase of up to 10% of their current base pay, whichever results in a greater increase, subject to available budget and approval by the Town Manager.

All promotional pay changes must be in accordance with the current Pay Plan and require a Personnel Action Form and appropriate documentation justifying the promotion and pay rate, to be approved by Human Resources, the Department Head, and the Town Manager.

Temporary Reassignment / Acting Pay
Employees who are temporarily assigned to a position in a higher pay grade and are assuming additional responsibilities may receive:

- Either the minimum of the higher pay grade, or
- An increase of up to 10% of their current base pay, whichever is greater, for the duration of the temporary assignment.

A Personnel Action Form is required for any acting ~~assignment, and~~assignment and must be approved by the Town Manager. Temporary assignment pay is not retroactive unless explicitly stated in writing at the start of the assignment.

Upon returning to the employee's previous position, the employee's base pay shall revert to the pre-assignment rate.

Vacant positions do not automatically designate a subordinate as "acting." Acting assignments must be formally authorized and are not presumed.

Demotion Pay
For voluntary or involuntary demotions, the employee's new pay shall be calculated based on a comparative ratio formula:

For example, if the employee's current salary is at 50% of the range for their existing grade, the demoted salary shall be placed at 50% of the new, lower pay grade.

All demotions must be documented with a clear explanation of cause (voluntary, disciplinary, reclassification, etc.) and approved by the Town Manager and Human Resources.

Pay Periods and Direct Deposit

Pay periods for Town of Pembroke Park employees cover two weeks, beginning at 12:00 a.m. every other

Monday. The pay period covers two seven-day work periods of 40 hours for regular employees. Paydays are every other Friday. When a payday falls on a holiday, employees shall be paid the day prior to the holiday.

All payroll payments are by direct deposit only.

Travel Reimbursement and Advances

The Town of Pembroke Park employees may be required to travel for work-related purposes such as professional development, training, conferences, and meetings. Employees are expected to manage expenses prudently and professionally. The Town will reimburse necessary and reasonable travel costs, subject to this policy and prior approvals.

General Guidelines

- Travel must be directly related to official Town business.
- Travel expenses for spouses or non-employees are not reimbursable unless prior written approval is granted by the Town Manager.
- All travel must be pre-approved by the appropriate Department Head and the Town Manager.
- Abuse of travel privileges may result in disciplinary action, up to and including termination.

Reimbursable Expenses

Transportation: Use of Town vehicles is preferred. When not available, personal vehicle mileage may be reimbursed at the IRS standard mileage rate., ~~up to 250 miles per trip.~~

- Mileage is calculated using the most direct route.
- No reimbursement will be provided for commuting from home to regular worksite.

Lodging: Reasonable lodging will be reimbursed when:

- A full day's work is required at a considerable distance from the Town, or
- Overnight stay is necessary and approved in advance by the Town Manager.
- Luxury lodging and excessive costs are not eligible for reimbursement.

Meals~~: Reasonable meal expenses are reimbursable when incurred during official travel or meetings that serve the Town's interests.~~ The Town will provide up to eighty-six dollars ($86.00) per day for meals prior to traveling for any authorized travel that serves the Town's interest with the exception of the first and last day of travel. On those days, the town will provide up to sixty dollars ($60.00) for meals prior to traveling for any authorized travel that serves the Town's interest.

- Costs for alcohol, luxury meals, or excessive claims will not be reimbursed. ~~without prior Town Manager approval.~~

Other expenses:

- Only necessary expenses (parking, tolls, baggage fees) are reimbursable.
- Convenience services (valet parking, in-room movies, room service, laundry, etc.) are not reimbursable unless a specific and reasonable need is clearly demonstrated and approved.

Non-Reimbursable Items

- Expenses for family, guests, or personal activities
- Upgraded travel arrangements without business justification and approval of Town Manager
- Late fees or penalties due to employee negligence

Documentation Requirements

All reimbursement requests must:

- Be submitted on the Town's official travel reimbursement form
- Include itemized receipts for all expenses
- Be submitted within 10 business days of travel completion

Travel Advances

- May be issued with Town Manager approval
- Must be reconciled with receipts upon return
- Any unused advance must be returned promptly

Professional Memberships, Certifications & Development

The Town of Pembroke Park may pay for or reimburse the costs of job-related memberships, training, licenses, and certifications, provided such costs:

- Are budgeted and pre-approved by the Department Head and Town Manager
- Directly relate to the employee's current role or advancement within the Town

Eligible Expenses

- Memberships in recognized professional associations
- Job-specific seminars, trainings, or workshops
- Licensing or certification required by the employee's position
- Renewal of job-required certifications

Conditions

- The employee is responsible for maintaining any required certifications in an active status.
- Employees must notify their supervisor immediately if a license or certification lapses or is lost.
- Approval does not guarantee reimbursement if budget limits have been met.

Educational Assistance and Training

The Town of Pembroke Park encourages professional development and continuing education for employees by providing tuition reimbursement for approved training or college courses. ~~directly related to the employee's work.~~

This policy applies to all eligible Town employees seeking tuition reimbursement for education or training that enhances ~~job-related~~ knowledge, skills, and abilities.

Eligibility

- Employees must have prior approval from Human Resources, ~~and the~~ Town Manager, Department Director, and/or Finance & Budget Director before enrolling in any course or program.
- Tuition reimbursement is subject to sufficient funds in the approved budget.
- Employees are eligible for up to $4,200 ~~$2,000~~ per fiscal year. ~~for undergraduate coursework and up to $3,000 per fiscal year for graduate coursework.~~

Approval Process

- Employees must submit a ~~written request for~~ tuition reimbursement form through Human Resources outlining the course or program details and its direct relation to their job duties.
- ~~The Town Manager will determine if the course or program qualifies as "directly related" to the employee's work.~~

- ~~Employees may appeal a denial by submitting a written request to the Town Commission.~~

Tuition Reimbursement

- Employees may be reimbursed up to 100% of tuition costs for courses taken on their own initiative, subject to budget availability and satisfactory course completion.
  - Maximum credits per year: 12
  - Course grade of 70% or higher for reimbursement
  - Courses graded as pass~~/fail~~ will receive ~~100%~~ max reimbursement based on eligible funding ~~for passing~~ and 0% for failing.
- Employees must provide official payment receipts and grade reports to Human Resources to receive reimbursement.

~~**Grading and Reimbursement Scale**~~

~~Grade~~	~~Reimbursement Percentage~~
~~A (90-100)~~	~~100%~~
~~B (80-89)~~	~~80%~~
~~C (70-79)~~	~~60%~~
~~D (60-69)~~	~~0%~~
~~F (59 and below)~~	~~0%~~

~~***Courses graded as pass/fail will receive 100% reimbursement for passing and 0% for failing.***~~

Repayment Agreement

Employees must agree to remain employed with the Town for a minimum of twenty-four (24) months after receiving tuition reimbursement.

If an employee voluntarily terminates employment or is terminated for cause before the 24-month period ends, they must repay the full amount of tuition reimbursed within the prior 24 months.

Repayment terms will be detailed in a written agreement signed before reimbursement is provided.

General Provisions

Tuition reimbursement does not cover fees unrelated to tuition such as books, lab fees, or travel unless specifically approved by the Town Manager.

All reimbursements are subject to budget availability and are not guaranteed.

Responsibilities

- Employees are responsible for timely submission of reimbursement requests and required documentation.
- Human Resources will maintain records of reimbursements and monitor compliance with the policy.
- Department Heads and supervisors will support employees seeking educational opportunities. ~~that benefit their roles.~~

Conference and Seminar Policy

Requests to attend a conference or seminar must be pre-approved by the Department Head and the Town Manager and must be included in the adopted department budget.

Employees who conduct formal group training sessions for staff may be eligible for a training premium of up to 10% of their annual salary, prorated for the actual hours spent conducting the training. This premium is provided in addition to their regular compensation and is subject to approval by the Town Manager.

This premium applies only to the trainer and not to trainees. To qualify, the training must:

- Be pre-approved;
- Be job-related and offered to a group of Town employees;
- Include submission of a training agenda, attendee list, and post-training summary.

Employees attending required or job-related training during regular work hours will be compensated for their attendance in accordance with the Fair Labor Standards Act (FLSA).

Separation from Employment

Voluntary Termination

Voluntary termination occurs when an employee initiates separation from employment, including:

1. **Resignation** – a voluntary decision to leave employment.
2. **Retirement** – a voluntary separation when the employee meets the Town's retirement criteria.

Notice Expectations

- All regular full-time and part-time employees are requested to provide at least two (2) weeks' written notice to resign in good standing.
- Department heads and management personnel are requested to provide thirty (30) days' notice to allow for transition and adequate replacement.
- For retirements, at least six (6) weeks' notice is requested to ensure benefits and documentation are processed properly.

Involuntary Termination

Involuntary termination (discharge) may occur at the discretion of the Town for reasons such as unsatisfactory performance, misconduct, or other violations of policy.

Layoff and Recall

The Town may conduct a layoff due to operational, financial, or organizational needs. In such cases, affected employees will be notified as early as possible and provided relevant information regarding benefits and the possibility of recall, if applicable.

Layoff and recall decisions will be based on factors such as operational need, job performance, employment history, qualifications, and, where applicable, seniority.

Impact on Benefits

Upon separation:

- All accrued, vested benefits that are due and payable will be paid out according to policy.
- Employees may be eligible to continue certain benefits at their own expense under COBRA or other applicable regulations.
- Final wages will be paid on the next regularly scheduled payday unless otherwise required by law.

Exit Interviews

Employees who resign in good standing are strongly encouraged to participate in an exit interview with Human Resources. Participation may be considered in decisions regarding future rehire eligibility. Exit interviews are conducted during paid work hours.

Return of Property

Employees must return all Town-issued property, including keys, ID badges, uniforms, technology, and other equipment, before their final day or prior to receiving their final paycheck.

The Town will not withhold final wages for unreturned property but may pursue recovery through appropriate legal channels.

Disciplinary Action

The Town of Pembroke Park intends disciplinary action to be constructive, aiming to motivate employees toward proper conduct and improved performance. Minor issues are typically addressed informally by the employee's immediate supervisor and may result in a verbal warning, which can be documented and retained in the employee's personnel file.

Formal disciplinary actions are administered by the Department Head in coordination with the Human Resources Director and Town Manager. Suspensions and discharges require approval from the Town Manager and Human Resources. Department Heads may submit recommendations for suspension or discharge for review.

Disciplinary actions may include, but are not limited to, the following steps. They are not necessarily sequential, and the Town reserves the right to proceed directly to discharge when warranted:

1. Verbal Coaching: A coaching to the employee that the behavior or performance is not acceptable and offer methods for improvement and expectations. This is not a written record to be placed in the personnel file.
2. **Verbal Reprimand:** A verbal notice to the employee that behavior or performance must improve. A written record will be placed in the personnel file and a copy given to the employee.
3. **Written Reprimand:** A formal written notice requiring improvement, placed in the personnel file and provided to the employee.
4. **Suspension:** Temporary removal from duty with or without pay. The length depends on the offense's severity and frequency. Documented and placed in the personnel file.
5. **Discharge:** Termination of employment.

Employees may submit written responses to disciplinary actions for inclusion in their personnel files. In some cases, particularly discharge, employees may have additional due process rights.

Performance Improvement Plan (PIP)

To address performance concerns, an employee may be placed on a PIP. The plan clarifies expectations and provides an opportunity to improve specific behaviors or job performance issues identified in the Annual Performance Evaluation.

- The employee will be regularly evaluated, typically weekly, by the department manager.
- The PIP document will outline discussion points, improvement goals, required activities, and timelines (usually 90 days).
- Failure to improve during the PIP period may result in termination.
- Successful completion means no further disciplinary action will be taken.

Causes for Demotion, Suspension, or Dismissal

A permanent employee may be demoted, suspended, or dismissed when work performance or conduct warrants such action. The Department Head shall provide written notification with reasons to the Town Manager and Human Resources and notify the employee of the effective date.

Examples of causes include, but are not limited to:

1. Violation of Town or personnel policies, procedures, or rules
2. Incompetence or inefficiency
3. Offensive or unequal treatment of coworkers or the public
4. Insubordination or failure to obey lawful, reasonable directions

5. Soliciting or accepting gifts or fees in connection with employment
6. Failure to settle debts owed to the Town in a timely manner
7. Conviction of a felony or serious crime
8. Excessive tardiness, carelessness, or negligence
9. Absence for three or more consecutive workdays without proper notice
10. Excessive accidents causing injury or property damage
11. Use of political influence improperly in personnel matters
12. Dishonesty or lack of integrity in job duties
13. Excessive absenteeism or abuse of leave policies
14. Violation of departmental rules or safety regulations
15. Conduct unbecoming an employee, on or off duty
16. Intoxication or use of unauthorized substances during work hours

This list is not exhaustive; the Town may take disciplinary action for any justifiable reason. The employee's service record will be considered in all actions.

Employee Arrest or Charge Policy

The Town of Pembroke Park requires employees to promptly report certain legal actions to ensure workplace safety, maintain public trust, and comply with applicable laws.

As a condition of employment, all employees must notify their immediate supervisor no later than the next scheduled workday if they are:

- Arrested,
- Charged by a prosecuting authority with an offense or violation of law,
- Indicted by a Grand Jury, or
- Subject to related legal actions including violation of probation, promises/notice to appear, injunctions involving violent or threatening behavior, or moving traffic violations.

Failure to provide timely notification may result in disciplinary action, up to and including termination.

Employees may not report to work following an arrest, indictment, promise to appear, or conviction without prior approval from the Human Resources Director.

Procedure

Upon notification or discovery of an arrest or charge, the Town will conduct an independent investigation considering:

- Nature and severity of the alleged offense,
- Circumstances surrounding the incident,
- Employee's job duties, work location, and public or coworker interaction,
- Employee's work history, including performance and length of service,
- Attendance impacts and potential conflicts,
- Other relevant factors as deemed appropriate by the Town.

If the employee pleads guilty, nolo contendere, enters a plea agreement (including pre-trial intervention), or is convicted of any felony or crime involving dishonesty or moral turpitude, immediate termination may occur.

If the employee is acquitted or the charges are dismissed, the Town Manager will review the employment status to determine if reinstatement or continued employment is appropriate.

Administrative Leave

Employees arrested, indicted, or charged with felonious offenses, crimes involving dishonesty or moral turpitude, or offenses potentially related to their work may be placed on Administrative Leave—with or without pay—pending investigation and with Town Manager approval.

Independent Disciplinary Action
Serious or work-related offenses may lead to disciplinary action independent of any criminal proceedings.

Ongoing Reporting Requirements
Employees must notify the Human Resources Director the next business day following any change in the status of criminal drug or alcohol-related charges, including convictions, pleas, adjudications, acquittals, or dismissals.

Failure to report such convictions or status changes within the required timeframe may result in immediate termination unless the employee can demonstrate good cause for the delay.

Employee Procedural Rights

Involuntary Termination and Procedural Rights
The Town Manager, Divisional Directors, Department Heads and Chartered Positions serve at the pleasure of the Town Commission. All other employees may be terminated by the Town Manager.

Employees subject to termination have certain due process rights when the adverse employment action affects a liberty or property interest.

Where an employment decision could stigmatize the employee—such as placing a record in the personnel file that may be subject to public disclosure or foreclosing future employment opportunities—the employee shall be provided notice of the proposed action and an opportunity to respond prior to finalization.

Examples of stigmatizing reasons include, but are not limited to: dishonesty, immorality, moral turpitude, criminal conduct, harassment, falsifying records, drug use, prostitution, misuse of position for personal gain, or other charges that impugn moral character.

Performance-related issues such as incompetence, negligence, poor attendance, insubordination, failure to meet standards, or failure to submit required documentation are typically not considered sufficiently stigmatizing to trigger due process protections.

When stigmatizing information may be publicly disclosed, the employee shall receive oral or written notice of the charges, an explanation of the evidence, and an opportunity to respond before the decision is finalized and documented in the personnel file. The employee's response shall be directed to the Town Manager, who may consult with the Town Attorney, Mayor, and/or Commission as needed.

This procedural protection does not alter the Town's at-will employment status. The Town Manager's findings are final, provided in writing to the employee, and documented in the personnel file.

Right of Appeal
Any ~~permanent~~ employee who is discharged may appeal the action in writing to the Town Manager within fifteen (15) business days of the action. The Town Manager shall promptly schedule a hearing with the employee and the relevant department head, at which both may present evidence regarding the action and its reasons. If the disciplinary action is initiated by the Town Manager, the hearing shall be conducted by the Town Commission.

During any investigation or hearing, the Town Manager or Town Commission may require any employee to attend and provide testimony.

Probationary employees terminated during the probation period are not entitled to appeal.

~~Permanent e~~Employees who are demoted or suspended may appeal by filing a written grievance following the Town's grievance procedures, within fifteen (15) working days of the action.

Grievance Procedures

The Town promotes a constructive work environment and provides a formal grievance procedure for employees who believe they are treated unfairly.

Step 1: Verbal Communication with Supervisor

Employees should discuss complaints or concerns with their immediate supervisor within five (5) working days of the incident. Supervisors will respond verbally within five (5) working days.

Step 2: Written Communication with Department Head

If unresolved, employees must submit a written grievance to their department head within five (5) working days of the Step 1 response. The grievance must include:

- Date of incident
- Description of incident
- Summary of prior discussions with supervisor
- Desired resolution
- Employee's printed name, signature, and date

The department head shall respond in writing within five (5) working days.

Step 3: Written Communication with Town Manager

If still unresolved, the employee may request a meeting with the Town Manager within five (5) working days of receiving the Step 2 response. The request must be in writing and copied to the department head.

The meeting shall occur within ten (10) working days or on a mutually agreed date. The Town Manager may include the department head, supervisor, or other representatives. The employee may be accompanied by a fellow employee or representative.

The Town Manager's written decision after the meeting is final.

BENEFITS

Employee Benefits Overview

The Town of Pembroke Park ~~[Name]~~ provides a comprehensive benefits package to all full-time regular employees. These benefits are designed to support the health, well-being, and financial security of employees and their families.

Benefits offered by the Town are subject to periodic review and may change at the Town's discretion. The Town reserves the right to modify or discontinue benefit plans, provider networks, third-party administrators, and insurance carriers as necessary.

At a minimum, the Town offers a Health Insurance Plan and a Retirement Plan to eligible full-time regular employees. Other benefits may include, but are not limited to, dental insurance, vision coverage, life insurance, paid leave, and employee assistance programs.

Employees will receive a current Summary of Benefits document each year, which provides detailed information on available plans, eligibility, and enrollment procedures.

Prior to receiving an offer of employment, prospective employees will be provided a summary of the benefits available to full-time regular employees. Any questions regarding benefits should be directed to ~~the Town Manager or~~ the Human Resources Department.

Eligibility for health insurance coverage begins on the first day of the month following thirty (30) days of employment.

Continuation of Benefits (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) allows employees and their eligible dependents to continue health insurance coverage under the Town's group health plan when coverage would otherwise end due to a qualifying event, such as termination (for reasons other than gross misconduct), reduction in hours, divorce, or death of the employee.

Eligible individuals pay the full cost of coverage at the Town's group rate plus a 2% administrative fee.

Questions about COBRA coverage and eligibility should be directed to Human Resources.

Short-Term & Long-Term Disability Benefit

The Town provides a group short-term & long-term disability insurance benefit to eligible full-time employees. This benefit may provide income replacement if an employee is medically unable to work due to a non-work-related illness or injury.

Eligibility, waiting periods, benefit levels, and duration are defined in the plan documents. For detailed information, please contact Human Resources or refer to the current Summary Plan Description (SPD).

Unemployment Compensation

The Town participates in the State of Florida unemployment insurance program according to statutory guidelines. Terminated employees are advised to refer questions of benefit eligibility to the appropriate State office.

Workers' Compensation

The Town provides workers' compensation coverage in accordance with the Florida Workers' Compensation Act. Employees who suffer a job-related injury or illness—no matter how minor—must report the incident immediately to their supervisor. Supervisors are responsible for notifying Human Resources without delay to ensure the claim is processed promptly.

Workers' compensation may provide payment for authorized medical care, wage replacement, and other benefits as defined by law. Questions about claims or coverage should be directed to Human Resources.

Social Security

All employees are covered under Social Security, a federally administered program that provides retirement, disability, and survivor benefits. Contributions are made by both the employee and the Town as required by federal law. Questions about benefits and coverage should be directed to the local Social Security Administration office.

Telecommuting

Telecommuting allows eligible employees to work from home, on the road, or at an alternate location. The Town considers telecommuting a flexible work benefit for certain positions and employees, but it is not a right, entitlement, or universal benefit. It does not alter the terms and conditions of employment.

Telecommuting is limited to Department Directors. Any exception requires prior written approval by the Town Manager.

Requests must be submitted in writing to the Town Manager and include a specific reason. Each request will be evaluated on a case-by-case basis. Approved telecommuting arrangements are limited to a maximum of two (2) days per month, unless otherwise authorized by the Town Manager.

To be eligible, employees must:

- ~~Have a minimum of six (6) months of continuous, regular employment,~~
- Hold a satisfactory performance record,
- Maintain availability during scheduled work hours, and
- Be accessible for meetings and communication.

Employees may use Town-issued equipment for telecommuting. If unavailable, personal equipment may be approved for use. Town equipment and systems are for business use only.

The employee is responsible for establishing a safe, secure home workspace. The Town does not reimburse for home office costs such as furniture or internet.

Employees must safeguard confidential or sensitive Town information. This includes using secure passwords, locking physical files, and following Town policies on data protection.

Telecommuting is not a substitute for childcare. Employees are expected to work without interruptions and remain focused on work performance.

Injuries occurring while telecommuting must be reported immediately in accordance with the Town's workers' compensation procedures.

Non-exempt employees must use the Town's timekeeping system and record all hours worked. Any overtime

must be approved in advance by the Town Manager. Unauthorized overtime may result in termination of the telecommuting agreement.

Temporary telecommuting may be approved for special projects, weather events, or business travel, with no expectation of permanency.

LEAVES OF ABSENCE AND TIME OFF – PAID LEAVE

Holidays

All full-time salaried employees and hourly employees regularly scheduled to work at least thirty (30) hours per week are eligible for paid time off on designated holidays, unless otherwise provided by a collective bargaining agreement.

- ~~Designated Holidays~~
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- One (1) Personal Day – hours equivalent to a full~~y~~ shift

Employees who are not required to work on a designated holiday will receive their regular pay for the day. Employees required to work on a holiday may be granted an alternate day off, subject to department needs.

Holiday Pay Eligibility

To qualify for holiday pay, employees must be present or on approved paid leave the scheduled workday before and after the holiday. Unexcused absences or unpaid leave immediately before or after a holiday will disqualify the employee from holiday pay.

If a holiday occurs during a period of authorized paid leave, the day will not be deducted from the employee's leave balance.

Personal Day (Floating Holiday)

The Personal Day must be used within the fiscal year and does not carry over. Employees may request use of the Personal Day through the PTO system with at least two (2) weeks' notice. Approval is subject to department staffing needs. Employees are eligible for this day and all other listed holidays beginning on their first day of employment.

Vacation / Annual Leave

Employees accrue vacation leave based on continuous service with the Town as follows:

Length of Service (Continuous Months)	Vacation Hours Accrued Per Year
0 to 48 months	80 hours (10 days)
48 to 96 ~~120~~ months	120 hours (15 days)
96 ~~120~~ months or more	160 hours (20 days)

Vacation leave begins to accrue upon employment; however, employees are not eligible to use vacation leave until completing six (6) months of continuous service, unless approved by the Town Manager.~~.~~

Use and Scheduling

- Vacation requests must be submitted in advance using the approved form and are subject to supervisor approval based on department staffing and operational needs. Employees are expected and encouraged

to submit vacation requests as soon as possible to assist with proper departmental planning and staffing.

- Employees may divide their vacation time as needed, using whole or partial hours.
- Vacation may be used for sick leave only after all accrued sick leave has been exhausted.
- Department heads may require employees to use accrued vacation leave with reasonable notice.

Carryover and Buy-Back

- Unused vacation leave may be carried over from year to year, up to two (2) years of an employee's annual accrual based on years of service. Any vacation accrued in excess of the two (2) year maximum becomes a "use it or lose it" policy which will be forfeited at the end of the calendar year.
    - The vacation carry-over maximum is effective January 2026. Employees with maximums over aforementioned amount will not lose vacation hours accrued prior to 2026, even if it is above the two (2) year maximum.
- Employees with more than 80 hours of accrued vacation and who have used at least ten (10) days~~80 hours~~ during the fiscal year may elect, during a designated period, to sell back excess vacation leave at the Town's discretion and subject to budget availability.
- The Town Manager may grant a one-time extension for unused leave above the carryover limit for up to 12 months.

Termination

Upon termination, employees will be paid for unused accrued vacation leave up to a maximum of 400 hours. The termination date is the employee's last day worked.

Sick Leave

All full-time employees accrue sick leave at the rate of one day (8 hours) per full calendar month of continuous service, beginning on the first day of the month.

Sick leave is intended for personal illness, injury, or quarantine due to contagious disease exposure. It may also be used for medical appointments that cannot be scheduled outside of work hours, pregnancy or maternity, or for illness or death in the immediate family (defined as the employee's or spouse's spouse, grandparents, parents, siblings, children, or grandchildren). Employees are expected and encouraged to request sick time for medical appointments as soon as possible to assist with departmental operations and staffing.

Employees may use accrued sick leave from their start date. Sick time off taken without available accruals will be unpaid. Abuse of sick leave may result in disciplinary action.

Conversion to Special Vacation Time

Employees may convert one-fourth (¼) of unused sick leave earned in the previous calendar year to special vacation time. Requests must be submitted within the first two (2) weeks of the calendar year. If unused by year-end, converted hours revert to the employee's sick leave balance. To be eligible for conversion, employees must have a balance of eighty (80) in their sick bank after conversion.

Payment for Accrued Sick Leave

Upon separation from employment, or in the event of the employee's death, employees or their beneficiaries are eligible to receive payment for accrued sick leave up to a maximum of $500.

Medical Certification and Notification

Employees using three (3) or more consecutive sick days ~~must~~ will be required to provide a physician's note to Human Resources. Employees are not permitted to start working without Human Resources authorization.~~their supervisor~~. The Town reserves the right to require a physician's note for any sick leave usage and may verify employee illness with a visit or a required medical examination—if job-related and consistent with business necessity.

Employees must notify their supervisor no later than sixty (60)~~30~~ minutes before their scheduled shift begins on the first day of absence and each subsequent day unless otherwise approved by the department head. Failure to notify may result in leave being recorded as unpaid.

Workers' Compensation and Sick Leave Coordination

Employees with job-related injuries may receive full pay for up to five (5) scheduled workdays without charging leave balances. Absences beyond five days reduce FMLA eligibility time.

Employees may use accrued sick or vacation leave to supplement workers' compensation payments to equal their regular rate of pay. Once leave balances are exhausted, employees are placed in leave without pay (LWOP) status but retain their service date.

The Town may hold a position open for up to one year following a work-related injury, provided departmental operations allow. If the employee cannot return to work after one year, separation from employment may occur. If released for work during this period, the employee may be eligible for reduction-in-force benefits.

Jury Duty

Employees summoned for jury duty will be granted leave for the duration of their required service. Full-time employees will be paid their regular wages, minus any compensation received for jury service, excluding mileage or expense reimbursements.

Employees must provide a copy of the jury summons as soon as possible and are expected to report to work during any days or portions of days they are not required to serve.

Employees are expected to return to work promptly upon release from jury duty.

Bereavement/Funeral Leave

Employees may be granted up to three (3) business days ~~or twenty-four (24) hours~~ of paid leave in the event of a death in the immediate family. Employees are eligible for five (5) business days of paid leave if they must travel out of state and eight (8) business days of paid leave if they must travel out of the country due to the death of an immediate family member.

Immediate family includes: spouse, domestic partner, parent, stepparent, child, stepchild, sibling, grandparent, grandchild, in-law equivalent, aunt, uncle, first cousin, or any individual residing in the employee's household.

Employees must notify their supervisor as soon as possible and may be required to submit documentation verifying the death or service (e.g., obituary, service program, or death notice). Photographs are not accepted as supporting documentation.

Additional Provisions

- Employees may request unpaid leave or use accrued vacation~~/sick~~ leave if additional time is needed for travel, arrangements, or extended bereavement.
- Requests for leave due to the death of a non-immediate family member or close friend may be considered on a case-by-case basis and may be unpaid or charged to other available leave.
- The Town will make reasonable accommodations for employees observing cultural or religious mourning practices, subject to operational needs.

Voting Time

Full-time regular employees may be granted up to one (1) hour of paid time off at the beginning or end of their

shift to vote, provided:

- The time is requested at least 24 hours in advance;
- Departmental operations are not disrupted and coverage is maintained;
- Granting such time off does not require the Town to incur overtime costs.

Approval is at the discretion of the department head.

Political campaigning or solicitation of political contributions is strictly prohibited while on duty or while on Town property.

LEAVES OF ABSENCE AND TIME OFF – UNPAID LEAVE

Family and Medical Leave Act (FMLA)

In accordance with the Family and Medical Leave Act (FMLA), eligible employees may take up to twelve (12) workweeks of unpaid, job-protected leave in a twelve-month period for qualifying family and medical reasons.

Eligibility

Employees are eligible for FMLA leave if they:

- Have worked for the Town for at least twelve (12) months (need not be consecutive); and
- Have worked at least 1,250 hours during the twelve months immediately preceding the start of leave.

Qualifying Reasons for Leave

Eligible employees may take FMLA leave for the following:

- The birth of a child, and to care for the newborn within one year of birth.
- The placement of a child for adoption or foster care, and to care for the newly placed child within one year of placement.
- To care for a spouse, child, or parent with a serious health condition.
- The employee's own serious health condition that makes them unable to perform their job.
- A qualifying exigency due to a spouse, child, or parent being on or called to active military duty.

In addition, up to twenty-six (26) workweeks of leave may be taken to care for a covered service member with a serious injury or illness.

Intermittent or Reduced Leave

FMLA leave may be taken intermittently or on a reduced schedule when medically necessary. The Town may temporarily reassign the employee to an alternative position with equivalent pay and benefits to better accommodate the leave schedule.

Combined Leave for Spouses

If both spouses work for the Town, they may be limited to a combined 12 weeks of FMLA leave in a 12-month period for:

- Birth, adoption, or placement of a child; or
- To care for a parent with a serious health condition.

Leave Usage and Paid Time Off

Available paid leave (~~vacation, PTO, or sick~~sick, personal day, vacation, etc.~~)~~ must be used concurrently with FMLA leave, as applicable. The remainder of the leave, if any, will be unpaid.

12-Month Measurement Period

The Town uses a rolling 12-month period measured backward from the date the employee uses any FMLA leave.

Request and Notification Procedures

- Foreseeable Leave: Employees must provide at least 30 days' advance notice when the need for leave is foreseeable.
- Unforeseeable Leave: Employees must notify the Town as soon as practicable, generally within one to two business days of becoming aware of the need.

Employees must contact Human Resources to request FMLA leave. Supporting medical certification may be required within 15 calendar days of the request.

Insurance and Benefits During Leave

The Town will continue to provide group health benefits during FMLA leave under the same terms as if the employee were actively working. The employee must continue to pay their portion of the premiums on time. If payment is not received within 30 days, coverage may be terminated with written notice.

Accrual of other benefits (e.g., vacation, sick leave) will be suspended during any unpaid portion of the leave and resume upon return to work.

Return to Work

Employees returning from FMLA leave will be restored to their original job or an equivalent position with the same pay, benefits, and terms. A fitness-for-duty certification may be required for medical leave before reinstatement.

Employees who fail to return to work at the end of an approved leave and do not request an extension may be considered to have voluntarily resigned.

Military Leave (USERRA)

The Town of Pembroke Park complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable Florida laws regarding military service leave.

Employees will be granted a military leave of absence for service in the U.S. Armed Forces, Reserves, or National Guard. Advance notice of leave is required unless prevented by military necessity.

Paid Leave

- Employees are entitled to 30 days of full paid military leave each calendar year in accordance with Florida Statutes, Chapter 115.
- After 30 days, and upon providing proof of military pay (excluding expense reimbursements), employees will be paid the difference between their regular base pay and their military compensation.
- In addition, employees may receive up to 240 hours of paid administrative leave per calendar year for annual training in the Reserves or National Guard (per F.S. 115.07).

Benefits During Leave

- Health insurance benefits will continue in accordance with USERRA and applicable state law based on the duration of leave.
- Employees may elect to continue group health coverage for up to 24 months, subject to applicable premiums.
- Leave accruals (such as sick or vacation) will continue during periods of paid military leave.

Reinstatement Rights

Employees returning from military leave will be reinstated in accordance with USERRA, generally to the position they would have held had they not left (known as the "escalator position") or a position of equivalent seniority, status, and pay.

- For service of 1 to 30 days: Employees must report to work at the beginning of the next regularly scheduled work period following safe travel and rest time.
- For service of 31 to 180 days: Employees must apply for reemployment within 14 days of completing service.
- For service of 181+ days: Employees must apply for reemployment within 90 days of completing service.

Reemployment is contingent on the employee’s timely return and honorable discharge.

Contact the Human Resources Department with questions or to begin the reemployment process.

Domestic and Sexual Violence Leave

In accordance with Florida Statutes §741.313, employees who have been employed by the Town for at least three (3) months may request up to three (3) days of leave within any 12-month period if the employee or a family or household member is a victim of domestic or sexual violence.

Employees must use all applicable accrued paid leave (such as annual, personal, or sick leave) before taking unpaid leave under this policy.

Requests for leave should be submitted in writing to the Human Resources Department as soon as reasonably possible. Supporting documentation or certification from an authorized individual (e.g., healthcare provider, attorney, counselor, law enforcement officer, or victim advocate) may be required to verify the need for leave.

All information provided under this policy will be kept confidential to the extent permitted by law.

Employees who take leave to obtain medical or dental assistance must provide a fitness-for-duty certification before returning to work. Failure to provide this certification may result in a delay or denial of reinstatement.

Leave taken under this policy will not result in the loss of accrued employment benefits. Upon return from leave, employees will be reinstated to their previous position or an equivalent position with the same pay, benefits, and terms of employment.

The Town prohibits retaliation against any employee for exercising their rights under this policy. Employees who believe they have experienced retaliation should report it to Human Resources.

Definitions of "domestic violence," "sexual violence," and "family or household member" are consistent with Florida law and may be found in the Town's external leave policy or upon request.

Unpaid Leave / Leave Without Pay

Employees who have completed at least twelve (12) months of continuous service may request a leave of absence without pay for~~-~~ up to thirty (30) days and may be extended on a case-by-case basis.~~twelve (12) weeks.~~ Such leave may be granted for ~~extraordinary~~ circumstances not otherwise covered under the Town's Family and Medical Leave policy and is subject to approval by the Town Manager.

Eligibility and Conditions

- All accrued paid leave must be exhausted before unpaid leave may be taken.
- No annual or sick leave will accrue during an unpaid leave period.
- Failure to return to work at the conclusion of the approved leave may result in termination of employment.

Request Procedure

- Employees must submit a written request to the Town Manager at least two (2) weeks in advance, unless the leave is due to an unforeseeable emergency.
- Requests must include the reason for leave and the anticipated duration.
- Final approval is at the sole discretion of the Town Manager.

Benefits During Leave

- Employees may continue health and life insurance benefits at their own expense during the unpaid leave period.
- Payments must be submitted by check to the Finance/Payroll Department on the same schedule as regular payroll deductions or in advance. The Town will not cover or advance benefit costs.
- If timely payments are not made, coverage will lapse.

Leave Donation Policy

The Town recognizes that employees may have a family medical emergency or be affected by a major disaster, resulting in need for additional time off in excess of their available paid time off accruals. To address this need, all eligible employees will be allowed to donate accrued sick or personal leave hours from their unused balance to their co-workers in need of additional paid time off. This policy is strictly voluntary.

- Employees must be employed with the Town for a minimum of one (1) year to donate and/or receive donated sick/personal time.
- Recipient identity will not be disclosed to the donating employees.
- Employees may not donate more than fifty percent (50%) of their current balance. Employee must have an available bank balance of 40 hours post donation.
- Employees cannot borrow against future sick/personal time to donate.
- Employees who receive donated sick/personal time may receive no more than ~~480 hours (12 weeks)~~12 weeks within a rolling 12-month period.
- ~~Eligible employees can donate sick time once (1) per year during a designated period specified by the Town.~~

Nothing in this policy will be construed to limit or extend the maximum allowable absence under FMLA.

WORK RULES AND CODE OF CONDUCT

The Town of Pembroke Park values the diverse perspectives, skills, and talents that each employee, officer, and volunteer brings to our organization. This diversity enriches our workplace and enhances our ability to serve the community effectively.

All individuals within the Town, regardless of position or status, are expected to conduct themselves with professionalism, respect, and integrity. This includes respectful and courteous interactions with colleagues, supervisors, elected and appointed officials, and members of the public.

Respectful communication is required in all forms—verbal, written, and electronic—and ~~at all times~~ always reflects the Town's commitment to a positive, inclusive, and collaborative work environment.

Adherence to these standards supports the Town's mission and helps maintain a workplace where everyone can contribute their best.

Code of Ethics

Employees and officials of the Town of Pembroke Park are subject to both the Florida Code of Ethics and the Town's adopted Employee Code of Ethics. These standards promote integrity, transparency, and accountability in public service and establish expectations for professional conduct.

Florida Code of Ethics for Public Officers and Employees

In accordance with Chapter 112, Part III, Florida Statutes, no public officer or employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business activity that substantially conflicts with the proper discharge of their duties.

All employees will be provided a copy of the Florida Code of Ethics during onboarding and are expected to review both the state law and department-specific Rules and Regulations. These documents serve as the foundation for ethical conduct while employed by the Town.

Pembroke Park Employee Code of Ethics

Per Article IX, Chapter 2, Section 260 of the Town Code:

"Employees of the Town hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain... Town employees must act in a manner that promotes public trust and confidence in government, with complete transparency and honesty, and must avoid even the appearance or perception of impropriety."

The following policies are derived from and enforce this standard.

Gifts

Town employees must not solicit or accept any gift—regardless of value—in a manner that may reasonably be perceived as intended to influence an official act or decision.

Lobbying and Procurement Communication

Employees must avoid the appearance of impropriety in interactions with registered lobbyists, vendors, or prospective vendors. The following rules apply:

- All lobbyists, vendors, or prospective vendors who meet or communicate with Town employees for the purpose of influencing decisions must complete a contact log maintained by the Town Manager.
- Employees must disclose any off-site meetings, phone calls, or electronic communications where lobbying occurs.
- Town employees are prohibited from lobbying the Town Commission or selection committees on behalf

of any outside entity for compensation.
- Providing factual information in the course of one's job duties is not considered lobbying.

Outside Employment
Employees may engage in outside employment only if:

1. It does not conflict with their public duties or Chapter 112, Florida Statutes.
2. It is not performed for a current or prospective Town vendor.

Employees must notify their supervisor of outside employment and may be asked to complete a disclosure form.

Prohibition on Use of Position for Personal Gain
Employees shall not use their position to secure benefits or advantages for themselves, immediate family, or affiliated organizations.

Post-Employment Restrictions
Employees may not solicit or accept employment from any individual or organization with pending matters before them or their committee, during or within 30 days following the final disposition of the matter.

Use of Town Resources
Town resources—including personnel, funds, vehicles, equipment, and supplies—must only be used for authorized Town business.

Exceptions:

- Use authorized by law or Town policy.
- Incidental use of phones or email for necessary personal matters during the workday.

Nepotism
Employees and consultants are prohibited from participating in hiring, promotion, or disciplinary decisions involving family members.

Political Activity
Employees may not:

- Engage in campaign activity during work hours or using Town property.
- Solicit political contributions from coworkers.
- Wear uniforms or operate Town vehicles while campaigning.

Employees seeking elected office must notify their supervisor and department head within three (3) business days of filing candidacy papers and may be required to take leave to avoid conflicts.

Confidential Information
Employees must not disclose confidential information obtained through Town employment unless legally required or necessary to perform official duties.

Enforcement and Appeals
Investigation Authority:

- The Town Manager is responsible for investigating ethics violations involving Town employees.
- The Town Commission has jurisdiction over cases involving the Town Manager, Directors, Chartered Positions, or where the Town Manager fails to act.

Appeal Process:

- Employees may appeal the Town Manager's decision to the Town Commission in writing within fifteen (15) business days.
- The Commission may affirm, modify, or reverse the disciplinary decision.

Public Records Act

It is the policy of the Town of Pembroke Park to comply fully with Florida's Public Records Act, Chapter 119, Florida Statutes. The law provides the public with a right of access to records related to official Town business.

All public records requests must be accepted by any employee at any given time then promptly directed to the Town Clerk or their designee for processing. Requests may be made verbally, in writing, or anonymously. The Town will respond in a reasonable time, generally within five business days, unless additional time is needed due to the volume or complexity of the request.

Original documents may not be removed from Town property. Copies will be provided in accordance with Florida law and the Town's adopted fee schedule.

Public records are defined as materials made or received by the Town in connection with official business and intended to perpetuate, communicate, or formalize knowledge. Examples include paper documents, electronic files, emails, text messages, photographs, videos, and audio recordings.

Town employees are required to store public records under their control in a manner that allows them to be retrieved upon request. This includes maintaining organized filing systems, both physical and digital. Public records may not be destroyed except in accordance with Florida's records retention schedule and applicable law.

Certain records are exempt or confidential under Florida law and may not be released. Examples of such records include:

- Social Security numbers of current or former Town employees;
- Direct deposit records identifying bank account numbers;
- Ongoing investigations of discrimination complaints (until concluded);
- Contact information of public safety employees, their spouses and children.

Because exemptions are numerous, employees must consult their supervisor or the Town Clerk when unsure whether a record is exempt or confidential.

Florida law provides that a knowing violation of the Public Records Act may result in criminal charges. All other violations are subject to civil fines. No employee may remove or misuse Town property, including documents, files, reports, photographs, personnel records, or sensitive material.

Violations of this policy may result in disciplinary action, up to and including termination.

Personal Conduct

Employees of the Town of Pembroke Park serve as representatives of the Town and are expected to conduct themselves with professionalism, integrity, and respect at all times. This includes maintaining appropriate personal appearance and behavior consistent with the standards of public service.

Employees often engage with members of the public and other stakeholders on matters related to Town operations and policies. While employees retain their constitutional rights, including freedom of speech, they must recognize that public expressions—whether verbal, written, or online—may be perceived as official Town positions. Therefore, employees should exercise discretion and ensure their statements are factual, appropriate to their role, and in alignment with Town policies.

Employees are expected to be informed about Town policies and procedures relevant to their duties. If unsure about a specific topic, it is preferable to refer the inquirer to the appropriate department or offer to follow up with accurate information rather than provide incorrect or speculative responses.

Employees are expected to:

- Foster a respectful and collaborative work environment;
- Avoid spreading unverified information or rumors;
- Refrain from creating or contributing to discord or conflict within the workplace;
- Limit visits to other departments to official business only;
- Avoid loitering or unproductive time during work hours;
- Promptly request additional tasks from a supervisor if primary assignments are completed.

Violation of these expectations may result in disciplinary action, up to and including termination.

Outside Employment Guidelines

All employees of the Town of Pembroke Park that engage or expect to engage in outside employment are required to complete an Outside Employment Form the moment that they begin to seek outside employment. ~~(Exhibit C) annually by October 1st, even if they do not currently engage in any outside employment. The form includes a section for employees to affirm that they are not currently engaged in outside work.~~

Employees who wish to begin, continue, or change any supplemental or part-time employment in addition to their employment with the Town must submit an updated form and obtain prior written approval from the Town Manager. A new form must be submitted any time an employee starts, changes, or ends outside employment.

The form requires the following information:

- Name of the outside employer;
- Nature of the employment and duties to be performed;
- Approximate number of hours to be worked per week.

The Town Manager will evaluate whether a conflict of interest exists or whether the outside employment may impair the employee's ability to perform their duties for the Town. The employee will receive written notification of the Town Manager's decision.

A conflict of interest may include, but is not limited to:

- Using Town time, resources, equipment, supplies, facilities, or the prestige of the Town for personal or private gain;
- Accepting payment or consideration from an outside party for services that the employee is expected to perform as part of their Town role;
- Engaging in activities outside of work that are subject to oversight, enforcement, or approval by the same employee or department;
- Any employment that conflicts with, interferes with, or diminishes the employee's ability to fulfill their Town duties, including work schedule availability and job performance.

Additional guidelines:

- Employees may not wear a Town uniform, shoes, or any other Town-issued apparel while performing outside employment.
- Outside employment may not occur during the employee's regular Town work hours.
- Town property, equipment, tools, and other resources must not be used for outside employment

purposes.

Employees found to be in violation of this policy may be subject to disciplinary action, up to and including termination.

Political Activity and Solicitation

The Town of Pembroke Park encourages civic participation; however, it is essential that employees maintain the integrity and impartiality of Town government operations. To ensure this, the following political activity and solicitation restrictions apply:

General Restrictions

- Town employees shall not engage in political activities, including campaigning or distributing literature, during work hours or while performing job duties.
- Employees shall not use Town equipment, facilities, supplies, uniforms, or resources for political purposes.
- Employees shall not solicit, receive, or contribute to political parties, candidates, or ballot initiatives during work hours or while representing the Town.
- Solicitation and/or distribution of political materials, petitions, or campaign literature is prohibited in work areas during working time.
- Employees must not reference their employment status with the Town while engaging in political activity or imply that their opinions reflect those of the Town.
- Town employees are prohibited from using their Town positions to influence others for political purposes or engage in political patronage.

Candidacy for Public Office

- Any Town employee who becomes a candidate for any public elective office must resign from their Town position upon formally qualifying, in accordance with Florida's elections and resign-to-run laws.
- Employees who become candidates for the Town Commission must take an unpaid leave of absence upon qualifying or within sixty (60) days of the election—whichever is sooner.
- Employees elected to the Town Commission must resign from Town employment before the start of their term of office.

Hatch Act and Florida Law Compliance

- Employees whose positions are funded in whole or part by federal funds may also be subject to restrictions under the Hatch Act. All employees must comply with Florida Statutes, which impose additional limitations on political activities by municipal officers and employees.
- Violations of this policy may result in disciplinary action, up to and including termination of employment.

For voting leave information, refer to the "Voting Time" section under **Leaves of Absence and Time Off – Paid Time**.

Customer Service

Employees of the Town of Pembroke Park are expected to consistently represent the Town in a positive, professional, and respectful manner. Providing excellent service to residents, customers, and the general public is a core responsibility of every Town employee.

Employees must treat all individuals with courtesy, patience, and professionalism, including when responding to questions, concerns, or complaints. Employees should listen attentively, remain calm, and make every effort to resolve issues promptly and effectively.

If a member of the public becomes unreasonable, hostile, or abusive, the employee should not attempt to handle the situation alone. Instead, the individual should be referred to the employee's supervisor or the appropriate department head. In any such case, the employee should document the interaction and notify their supervisor as soon as possible.

Public Statements and Mediaca Inquiries

Unless otherwise delegated in writing, the Town Manager is the designated spokesperson for the Town of Pembroke Park.

All media inquiries, interview requests, or requests for formal statements regarding Town matters must be immediately referred to the Town Manager or their designee.

Employees are not authorized to make public statements, represent the Town in the media, or release official information on behalf of the Town unless specifically approved in advance.

Routine communications related to day-to-day operations that do not involve Town policy, legal matters, personnel issues, or emergency events may be shared as appropriate, with prior supervisory approval.

Any employee who is unsure whether a communication falls under this policy should consult their supervisor or the Town Manager before responding. The Town is committed to fostering a welcoming and respectful environment for all who interact with Town services and personnel.

Appearance and Attire

All employees are expected to report to work each day with appropriate personal hygiene and attire consistent with the professionalism of the Town of Pembroke Park. Clothing and grooming should reflect the employee's position and not compromise safety or distract others.

Prohibited attire includes:

- Excessively worn, torn, or dirty clothing
- Clothing with offensive or suggestive language, logos, or images
- Tight, revealing, or sexually suggestive clothing
- Exercise attire (e.g., sweatpants)

Supervisors may send an employee home to change if attire is inappropriate. Questions about attire should be directed to a supervisor in advance.

For further clarification, please review and refer to the Town Hall Dress Code Policy.

Use of Town Resources

Town property is to be used solely for official Town business. Employees may not perform non-Town work during working hours or use Town resources for personal use. Town property includes, but is not limited to:

- **Mail & Letterhead:** No use of Town postage or letterhead for personal correspondence. Personal mail or packages should not be sent to the workplace.
- **Telephones:** Town phones are for business use. Personal calls should be minimal. Long-distance or excessive personal calls must be reimbursed.
- **Cell Phones:** Personal use is allowed only when it does not exceed contracted minutes or result in additional charges. Overages must be reimbursed.

- **Vehicles:** Town-owned vehicles are for official use only unless approved by the Town Manager.
- **Equipment and Supplies:** All tools, machinery, copiers, computers, etc., are for Town use only.
- **Personnel:** Staff time during work hours is for Town business exclusively.

Employees are prohibited from borrowing Town resources for personal use.

Employee Identification and Access Control

Employees are issued photo identification cards by the IT department during orientation. Cards must be presented upon request and used only for employment purposes.

- Lost ID cards must be reported immediately. Replacement fee: $5.00.
- Cards expire after five (5) years and must be renewed by the employee.
- ID cards must be returned upon separation of employment, along with other Town property.

Keys to Town buildings, vehicles, and facilities are issued only as needed. Employees must not duplicate, lend, or give keys to others without written authorization. Lost or stolen keys must be reported immediately.

Uniforms and Safety Attire

Where applicable, the Town provides uniforms, work boots, or safety attire, either directly or through reimbursement. These items:

- Must be kept clean and in good condition
- Are for use only during Town work hours
- Are Town property and may be replaced once per year or as necessary

Uniforms or Town apparel may not be worn for outside employment or personal use.

Personal Property and Workspace Expectations

The Town is not responsible for personal belongings brought into the workplace. Employees are encouraged to use discretion in bringing valuables to work.

All Town property—including desks, lockers, phones, vehicles, and digital systems—is subject to search or inspection at any time without notice. Employees should not expect privacy.

Personal workspace should be kept tidy and presentable to the public. Displays of personal items (e.g., photos, small decorations) are acceptable if professional and not offensive. The Town Manager or department head has final authority on appropriateness.

Smoke-Free and Tobacco-Free Workplace

Pursuant to Florida Statute § 386.206, the Town of Pembroke Park prohibits smoking and vaping in all enclosed indoor workplaces and on all Town property, including outdoor areas, vehicles, and facilities.

What is prohibited: Use of tobacco, nicotine, or vaping products (cigarettes, cigars, pipes, chewing tobacco, snuff, and electronic devices) during work hours and on Town premises.

Enforcement: Violations of this policy may result in disciplinary action, up to and including termination.

~~To promote a healthy environment, all Town property is smoke- and tobacco-free. This includes:~~

- ~~Indoor and outdoor workspaces~~
- ~~Town-owned, leased, or rented vehicles~~
- ~~Prohibited products include cigarettes, cigars, pipes, chewing tobacco, snuff, and electronic cigarettes.~~

~~Applicants must sign an affidavit confirming they have not used tobacco within 12 months prior to applying. Employees are prohibited from using tobacco products during employment. Violations may result in corrective action, up to and including termination.~~

Care and Use of Equipment

Employees are expected to:

- Follow safety procedures when using equipment
- Report malfunctions or accidents immediately
- Avoid careless or abusive use of equipment

Negligent or intentional misuse may result in disciplinary action.

Vehicle Use

Employees may operate Town vehicles only with supervisor approval. Personal use is not permitted unless authorized by the Town Manager.

Requirements:

- Valid Florida driver's license and acceptable driving record
- Immediate reporting of restrictions, revocations, or medical conditions affecting driving ability
- Observance of all traffic laws
- No use of handheld devices while driving
- Mandatory use of seat belts

Any accident involving a Town vehicle must be immediately reported and may result in disciplinary action if negligence is found. Only authorized employees may operate or ride in Town vehicles unless otherwise approved.

Take-Home Vehicles

Employees assigned a take-home vehicle are subject to the IRS Commuting Rule and may incur a bi-weekly taxable fringe benefit. Use is limited to commuting and minimal personal errands during travel between home and work.

Town Credit Card Usage

Employees may be issued a Town credit card with approval from the Town Manager. These cards:

- Must be used only for Town-related business expenses
- Must be safeguarded at all times

Lost or stolen cards must be reported to the Finance & Budget Director immediately. Improper use of the card may result in revocation and disciplinary action. Cards must be surrendered upon request or termination of employment.

Technology and Acceptable Use Policy (Summary)

The Town of Pembroke Park ("TPP") provides computers, mobile devices, software, internet, email, and other IT resources to employees for official business use. All employees are expected to use these resources ethically, responsibly, and in compliance with Town policies and applicable laws.

Acceptable and Ethical Use

Town IT resources are to be used for legitimate work-related purposes. Limited personal use is permitted if it does not interfere with job duties, consume excessive bandwidth, or violate Town policies. Employees may not use Town systems to access, transmit, or store offensive, discriminatory, or inappropriate material.

User Monitoring and Privacy

Employees have no expectation of privacy when using Town technology. All systems are subject to monitoring and audits. The Town may review email, files, internet activity, and communications as needed.

Passwords and User Accountability

Employees are responsible for safeguarding their login credentials. Passwords must be strong, kept confidential, and changed regularly. Employees may not share login information or allow others to use their accounts. All activity under an employee's user ID is their responsibility.

Use of Personal Devices

Only approved personal devices may access the Town's systems and must meet security requirements. Personal mobile devices used to access Town systems may be subject to limited monitoring or remote data removal if lost or compromised. Employees may not change default settings on Town-issued devices without IT approval.

Email, Messaging, and Internet Use

- Town email and messaging systems must be used professionally.
- Inappropriate, harassing, or offensive messages are strictly prohibited.
- Employees may not use personal email accounts for Town business.
- Internet use must not disrupt Town operations or violate Town policies.
- Accessing or distributing illegal, offensive, or unapproved material is not allowed.

Social Media

Employees are prohibited from representing the Town on personal social media accounts unless authorized. Personal accounts should not include Town logos or branding and must not disclose confidential Town information. Town social media accounts are managed only by designated, trained personnel.

Security and Incident Reporting

Employees must immediately report suspected data breaches, phishing attempts, or other security incidents to the IT Department.

Important

This is only a summary. Employees must comply with the full **Technology and Acceptable Use Policy**, which is available from the **IT Department or Human Resources**. Violations of this policy may result in disciplinary action, up to and including termination.

All IT issues and concerns must be directed to the IT department at **support@tppfl.gov**.

SAFETY AND SECURITY

Commitment to a Safe Workplace

The Town of Pembroke Park is committed to providing a safe and healthy work environment for all employees. Safety is a shared responsibility between the Town and its employees at all levels. The Town will make every reasonable effort to comply with applicable federal, state, and local safety regulations and to eliminate or reduce known safety hazards.

Employees are expected to follow all safety rules, exercise caution in their work, and promptly report any unsafe conditions or practices to their immediate supervisor, Department Director, the Town Manager, or the Human Resources Department.

Employees should:

- Report hazardous conditions or safety concerns immediately.
- Ask their supervisor if uncertain about a procedure or workplace safety issue.
- Actively participate in maintaining a safe work environment by reporting hazards and offering suggestions for improvement.

General Safety Rules

To ensure the health and safety of all employees and the public, the following rules apply:

- **Footwear and PPE:** OSHA-approved footwear and personal protective equipment (PPE) such as eye protection, gloves, hard hats, back braces, and safety vests must be worn as required by job duties or departmental policy.
- **Lifting Safety:** Employees must use proper lifting techniques. Back braces are suggested ~~required~~ when lifting more than 25 pounds, and assistance ~~must~~ should be obtained for loads over 50 pounds. If you have any lifting restrictions or not able to lift 25 or more pounds, you must seek assistance.
- **Spills and Hazards:** Spills, broken glass, or other hazards must be addressed or reported immediately to ensure prompt cleanup.
- **Defective Equipment:** Any malfunctioning or defective tools, equipment, or machinery must be taken out of service and reported to a supervisor or Department Director immediately.
- **Machine Safety:** Equipment must be operated safely. Power sources must be turned off or unplugged before cleaning, adjustments, or repairs.
- **Exposure to Bodily Fluids:** Employees must follow the CDC's Universal Precaution Guidelines when handling any bodily fluids or waste.
- **Hazardous Materials:** Unknown substances should always be treated as potentially hazardous.
- **Falsification of Records:** Filing false statements, reports, timesheets, or other documents is considered falsification of records and may result in immediate termination.
- **Electronic Devices:** The use of MP3/MP4 players, headphones, or similar devices is prohibited during work hours, except during authorized breaks. Single-ear Bluetooth devices may be used only for phone communication, provided it does not interfere with job duties or safety. Dual-ear and noise cancelling headphones are prohibited at all times.

Accident and Injury Reporting

All work-related accidents, injuries, and near-misses must be reported to the employee's immediate supervisor or Department Director immediately.

Accident Procedure

- The supervisor must complete an official accident report and submit it to Human Resources within 24 hours.
- Property or equipment involved in the accident must also be documented and reported.
- Accidents involving Town-owned vehicles must be reported to the appropriate law enforcement agency at the scene.

Post-Accident Drug Screening

Employees involved in an on-the-job accident will be required to undergo a drug screening. Human Resources will assist in scheduling this appointment.

Failure to report incidents or complete required forms may delay investigations, impact benefits, and result in disciplinary action.

Building Security

To ensure a safe and secure work environment for employees and visitors, the following procedures apply to Town Hall and other secured Town facilities:

- All visitors must check in with the receptionist and state their business before being escorted by Town personnel into secured areas.
- The front door of Town Hall will remain unlocked between the hours of 8:00AM – 5:00PM Monday through Friday. ~~locked at all times; visitors must use the rear door during business hours.~~
- After hours, visitors must use the intercom system located at the ~~rear~~ front door to request access.
- Employees should exercise caution when admitting unknown individuals after hours.
- Any unauthorized person found in secured areas must be questioned or immediately reported.

Visitor Escort Exceptions

The following individuals do not require an escort but should have their access limited to appropriate areas:

- Government officials (including Town of Pembroke Park and other agencies)
- Family members of employees
- Known and recognized visitors
- Pre-authorized service providers (e.g., repair technicians)

Employee Responsibility

Maintaining a safe and secure workplace is everyone's responsibility. Employees must comply with safety policies, report any violations or unsafe behavior, and participate in creating a secure and productive environment. Violations of these safety or security policies may result in disciplinary action, up to and including termination.

Emergency Management

The Town Manager is responsible for implementing this policy during emergencies. The Town of Pembroke Park is committed to maintaining operations during natural or man-made disasters and will make reasonable efforts to release employees from work before, during, or after emergencies to attend to family and property matters when appropriate.

During a declared emergency, Town operations may be suspended, altered, or reassigned. All employees are considered essential unless otherwise notified and must be prepared to support emergency operations in alignment with their designated emergency classification, skills, and physical capabilities. Compensation will be provided in accordance with the Fair Labor Standards Act (FLSA), applicable Town pay policies, collective bargaining agreements, and state and federal law.

Responsibility

When the Town Commission, County Administrator, or Governor declares a state of emergency, and/or when Town operations are closed due to circumstances such as hurricanes, floods, wildfires, or man-made disasters (e.g., hazardous materials incidents, mass casualty events), this policy applies to all Town employees.

Procedures

1. The Town Manager will notify Department Heads of an emergency declaration. Department Heads will notify their respective teams of the emergency scope and expectations.
2. Despite suspended operations, employees may be required to work before, during, or after an emergency. Media reports of closings do not relieve employees of duty.
3. Employees may be assigned to perform normal duties or reassigned to alternate locations or emergency functions (e.g., Emergency Operations Center, Department Operations Centers, staging areas, or distribution sites), based on their skills and abilities.
4. Department Heads are responsible for:
    - Developing and updating Departmental Disaster Preparedness Plans.
    - Identifying critical personnel and alternates for each phase of the emergency.
    - Ensuring all personnel understand their roles and receive required training.

Employees without specific assignments will be placed on a standby list and must remain available to report as directed.

Town of Pembroke Park Alerts Emergency Registration System

To ensure timely communication, all employees must enroll in the Town's electronic alerts system within 30 days of hire and must update their contact information whenever it changes. Department Heads are responsible for verifying and updating this information annually.

Employee Responsibilities

- **Have a Plan:** Employees should have a family emergency plan and a 72-hour supply kit.
- **Service Priority:** Emergency service demands may override routine operations and processing timelines.
- **Alternate Work Assignments:** Employees may be temporarily reassigned to other duties or work locations.
- **Pre-Assigned Employees:** Must report to their designated site when directed and carry Town-issued ID for access.
- **Communication:** Employees must remain in daily contact with supervisors and report any changes in location or contact details.
- **Timesheets:** Hours worked must be accurately reported and submitted promptly. Falsification is subject to discipline.
- **Return to Work:** Employees must return to regular duties once normal operations resume.

Management Responsibilities

- Verify employee safety and well-being.
- Ensure all employees are enrolled in the alerts system and review data annually.
- Review and approve all reported hours worked.
- Ensure essential workers receive adequate rest and comply with safe work-hour practices.

Compliance and Accommodations
The Town will make reasonable accommodations during emergency assignments for employees with disabilities or other legally protected needs, consistent with the Americans with Disabilities Act (ADA), Title VII, and applicable laws.

The Town Manager retains final discretion to modify work assignments, emergency response roles, or compensation policies as necessary to respond to operational needs or public safety concerns, subject to applicable laws and regulations.

Employee Disaster Work Classification Tiers

The Town of Pembroke Park classifies employees into disaster work tiers based on their job responsibilities during emergencies. These tiers guide assignments and expectations during pre-disaster, disaster, and post-disaster operations.

Emergency Response & Recovery Employee (ERR - Tier I)
Employees in this tier perform tactical response and recovery duties directly related to community safety and restoration. Typical positions include Law Enforcement, Public Safety, Code Enforcement/Building, and Public Works.

- Assignments may require sheltering during the event to ensure rapid response afterward.
- The Town Manager and Department Heads determine work assignments and classification tiers.
- Department Heads are responsible for communicating emergency assignments and expectations.
- Employees must maintain contact accessibility and report as assigned. Failure to report may result in disciplinary action, up to termination.
- If unable to report, employees must notify their supervisor as soon as possible, using alternative methods if phone lines are down.

Emergency Operations Center Support Employee (EOC - Tier 2)
These employees support the Town's Emergency Operations Center and other authorized agencies in disaster response roles outside their regular duties.

- Assignments may include leadership or support roles defined in the Town's Comprehensive Emergency Management Plan (CEMP) and Recovery Plan.
- Contact accessibility must be maintained; employees may be reassigned temporarily to alternative supervisors.
- Failure to report as assigned may lead to disciplinary action, including termination.
- Inability to report should be communicated promptly to supervisors.

Department Emergency Essential (DEE - Tier 3)
Department Emergency Essential employees may perform their regular duties or assist in disaster response and recovery as designated in departmental plans.

- These employees may or may not be required to shelter during an emergency.
- Department Operating Centers (DOCs) coordination is a typical role in this tier.
- Employees must maintain communication with supervisors and report as assigned.
- Failure to report may result in disciplinary measures, including termination.

- Employees unable to report must notify supervisors promptly.

Essential Ready Reserve (RR - Tier 4)
Essential Ready Reserve employees may be excused from regular assignments during emergencies but can be reassigned to support roles as needed. Possible duties include:

- Town staging areas
- Points of Distribution (PODs)
- Food or services distribution sites
- Sandbag filling stations
- Disaster recovery centers
- Emergency Operations Center support

Note: Assignments may be pre-designated or assigned dynamically based on the situation. All employees must comply with emergency work directives to ensure effective Town response and recovery operations.

Emergency Management Compensation

Once an emergency has been declared in the Town of Pembroke Park and the Town Administrative Offices are closed, the following pay procedures shall apply:

1. **Regular Full-Time Employees Not Reporting to Work:**
   All regular full-time hourly and salaried employees whose regular work schedule occurs during the Declared Emergency and who are instructed not to report to work or are released early will be paid their regular wages for all hours they would have otherwise worked.
2. **Overtime Pay for Hourly Employees Working During Declared Emergency:**
   All regular full-time hourly employees who work during a declared emergency when Town Administrative Offices are closed shall be compensated at time and one-half for all hours worked during that period. Emergency on-call hourly personnel who report during such emergencies will also receive time and one-half pay for hours worked. This provision does not apply to emergency Public Works responses occurring outside of declared emergencies.
3. **Overtime Pay for Hours Worked Over 40 in a Workweek:**
   Non-represented hourly employees physically working more than 40 hours in a workweek shall receive overtime pay at one and one-half times their normal hourly rate in accordance with the Fair Labor Standards Act (FLSA). Paid administrative leave hours will not count as hours worked for overtime calculation.
4. ~~**Collective Bargaining Agreements:**~~
   ~~Represented employees will be compensated in accordance with the terms of their collective bargaining agreements.~~
5. **Salaried Employee Compensation and Administrative Leave:**
   Salaried employees will be paid their regular salary for any hours worked during the declared emergency. Additionally, salaried employees will receive one (1) hour of administrative leave for each hour worked during their regularly scheduled shift, up to a maximum of eight (8) hours per 24-hour period. The maximum administrative leave per workweek shall not exceed forty (40) hours. The 24-hour period is defined as midnight to 11:59 p.m. This administrative leave provision does not apply to senior-level management (Department Heads, Division Managers, Assistant Directors, etc.). Any hours worked over 40 hours in a workweek will be subject to overtime pay at a rate of one and one-half times the pay per hour. This must be recorded on the proper FEMA form for later reimbursement to the Town.
6. **Administrative Leave for Senior-Level Management:**
   Once normal operations resume, the Town Manager will evaluate and determine administrative leave eligibility and accrual for senior-level management on a case-by-case basis, considering hours worked and

leave provided to other employees during the emergency.

~~7.~~6. **Employees on Approved Leave During Emergency:**
Employees on approved leave who are not required to return to work shall be paid according to the applicable leave policies.

~~8.~~7. **Essential Employees Taking Leave During Emergency:**
Essential employees required to report to work who call in sick or take unscheduled leave during the emergency period will be charged leave time and may be required to submit medical certification.

~~9.~~8. **Compensation for Part-Time, Temporary, and Seasonal Employees:**
Part-time, temporary, and seasonal employees who do not work during a declared emergency will not receive compensation. Those who do work during this period will be paid their regular hourly rate.

~~10.~~9. **Call-Back Pay:**
No employee shall be eligible for call-back pay during a declared emergency.

~~11.~~10. **Collective Bargaining Unit Members:**
Employees covered by collective bargaining agreements will receive wages and benefits as stipulated in their respective agreements.

~~12.~~11. **Terms and Conditions of Employment:**
All other terms and conditions as defined by collective bargaining agreements or Town pay policies remain in effect before, during, and after the declared emergency.

~~13.~~12. **Policy Flexibility:**
The Town Manager reserves the right to make exceptions and adjustments to this policy as unique situations arise during a declared emergency.

Documentation and Verification

- Employees must document all hours worked during an emergency using designated emergency timesheets provided by the Finance Department.
- Hours worked should be accurately recorded using appropriate emergency coding.
- Department supervisors are responsible for verifying and approving all reported hours, including those for alternate assignments.
- Departments must maintain accurate timekeeping records and forward Disaster Daily Logs to the Finance Department for payroll coordination.

Eventualities Not Covered

Any situations not specifically addressed by this policy will be reviewed and decided on a case-by-case basis by the Town Manager or designee.

Workplace Violence prevention

The Town of Pembroke Park is committed to providing a safe, respectful, and violence-free workplace. To support this goal, the Town strictly prohibits any act or threat of violence—whether verbal, physical, or psychological—by or against employees, supervisors, elected officials, citizens, contractors, or visitors.

Prohibited Conduct

Examples of prohibited workplace violence include, but are not limited to:

- Threatening, intimidating, or coercive behavior;
- Physical assaults or threats of bodily harm;
- Verbal abuse or harassment that reasonably causes fear;
- Stalking, following, or surveillance of employees or others on Town property;
- Possession of weapons on Town premises or while conducting Town business, unless specifically authorized by law or written policy;
- Vandalism or intentional destruction of property;

- Any action or statement interpreted as intent to cause harm.

Scope
This policy applies to all Town employees, elected officials, contractors, vendors, volunteers, and visitors, at all Town-controlled locations or while performing duties on behalf of the Town.

Reporting Requirements
Employees must immediately report any acts of violence, threats, suspicious behavior, or concerning communications to their supervisor, Human Resources, or the Town Manager. All reports will be handled with discretion and in accordance with applicable laws.

Note: Reports made in good faith will be kept as confidential as possible and will not result in retaliation against the reporting employee.

Investigation and Response
All reported threats or acts of violence will be promptly investigated. Confirmed violations will result in disciplinary action, up to and including termination of employment and, where applicable, referral to law enforcement.

Threat Assessments & Support
Employees exhibiting threatening or abusive behavior may be:

- Referred to the Employee Assistance Program (EAP) or other health services for counseling;
- Placed on leave while an investigation is conducted;
- Subject to fitness-for-duty evaluation, as permitted by law.

Non-Employees
The Town may take immediate action against any **non-employee** (including former employees, contractors, or visitors) who engages in threatening or violent behavior on Town property. Such actions may include removal from premises and notification of law enforcement.

Zero Tolerance and Retaliation Prohibited
The Town maintains a **zero-tolerance policy** for workplace violence and prohibits retaliation against any individual who makes a good-faith report under this policy or participates in an investigation.

Workplace safety and right-to-know (Hazard Communication)

The Town of Pembroke Park is committed to providing a safe and healthy workplace for all employees and complies fully with all applicable federal and state safety laws, including the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (29 CFR 1910.1200) and Florida's Right-to-Know laws.

Hazard Communication / "Right-to-Know"
Employees have the right to know about the hazardous substances they may be exposed to on the job and how to protect themselves.

To meet this obligation, the Town maintains a **Hazard Communication Program** that includes:

- **Safety Data Sheets (SDS):** The Town ensures that SDSs are available for all hazardous chemicals used in the workplace. These documents contain critical information about handling, storage, emergency measures, and protective equipment.
- **Labeling:** All containers of hazardous substances must be labeled clearly in accordance with OSHA's Globally Harmonized System (GHS) standards.
- **Access:** Right-to-Know materials and SDSs are posted or stored in accessible locations near work areas

where hazardous materials are present. Employees are expected to read and understand posted information and ask questions if clarification is needed.

- **Training:** Employees who work with or near hazardous materials will receive initial and periodic training on safe handling, protective equipment, emergency response, and their right to know about potential workplace hazards.

Employee Responsibilities

Employees are expected to:

- Read and understand safety signage and SDSs in their work areas;
- Use required personal protective equipment (PPE);
- Follow all safety protocols when handling chemicals or hazardous substances;
- Immediately report any spills, exposures, or safety concerns to a supervisor.

Safety Commitment

The Town promotes a safety-first culture and expects all employees to actively participate in maintaining a safe and hazard-free work environment. Employees are encouraged to report any unsafe conditions or practices to their supervisor or the Human Resources Department.

DEFINITION OF TERMS

Anniversary Date – The calendar date on which any of the following occur: Completion of probationary period, Promotion or demotion to another position

Appointing Authority – The Town Commission or department heads who have the authority to appoint or remove employees under their jurisdiction.

Classification – A position or group of positions which involve a comparable level of duties and responsibilities and similar qualifications and is designated by a title indicative of the kind of work and for which the same pay range can be applied with reasonable equity.

Classification Plan – A thorough compilation of job descriptions which have been organized according to class.

Compensation – Wages. salaries, fees, allowances, and all other forms of valuable consideration or the amount of any one or more of them paid to an employee, by reason of service rendered in any position, but not including any allowances for expenses authorized and incurred as incidental to employment and which may be separately authorized and/or reimbursed.

Compensation Plan – A schedule of compensation established for each class of positions so that all positions of a given class shall be paid in the same pay range established for the class.

Comprehensive Emergency Management Plan (CEMP) – A strategic document that is a blueprint for an emergency management program containing the 4 phases of emergency management: mitigation, preparedness, response, and recovery.

Conduct Unbecoming – refers to the conduct on the part of a certified professional that is contrary to the public interests, or which harms his/her standing of the profession in the eyes of the public.

Continuity of Operations Program (COOP) – the initiative that ensures that government departments/agencies are able to continue operation of their essential functions under a broad range of circumstances including all-hazard emergencies as well as natural, man-made, and technological threats and national security emergencies.

Data Information Assets – Any data, electronic file, record, printed material, message or communication, etc. This is to include ALL data residing in, accessed by, processed by, used, by, transmitted by or through, or generated by those information assets regardless of its medium, media, format, or storage device from its creation or inception through its disposal

Department Head – Employees of the Town designated to be head of a department.

Department Operating Centers (DOCs) – established and activated by individual departments to coordinate and control actions specific to that department during an emergency event.

Demotion – A change in employment status from a position of one class to a position of another class having a lower maximum pay rate than the original class.

Dismissal – Complete separation of an employee from the employment of the Town.

Employee – Any employee of the Town covered by the provisions of these rules and regulations.

(FLSA) Exempt Employment – Employees who are exempt from the overtime provisions under the definitions of the Fair Labor Standards Act (i.e. salaried employees).

Full Time Employee – An employee who works 30 or more hours per week.

Hardware Information Assets – Any hardware, personal computer, server, workstation, network, router, switch, tape, CD, disk, mobile computing device (phones/smartphones/PDAs, tablets, jump drives/flash drives)

Information Technology (IT) Resources - Any of the following information assets, which are purchased by, owned by, leased to, contracted by, operated by, used by, or controlled by TPP regardless of media, form, or format.

Job Description – A narrative statement describing the current duties, responsibilities, general requirements, and qualifications for a single position.

Layoff – Separation of a permanently appointed employee from a position in the personnel system because of the reduction on workload available, lack of funds by the Town, abolishment of the position after study, material alteration in the organization or for other related causes.

Overtime – Overtime is any hours worked in excess of the scheduled work hours.

Part-Time Employee – Any employee who works less than twenty-nine (29) hours or less per week.

Performance Evaluation – The periodic evaluation or appraisal of an employee's work performance.

Permanent Employee – An employee who has successfully completed the probationary period.

Probationary Employee – An employee who has:

- Not completed the required probationary period; or
- Been placed into probationary status for cause.

Probationary Period – A working test period and an integral part of the evaluation, testing, and/or examination process during which the employee is required to demonstrate fitness for the position by satisfactory performance of the duties of the position and by satisfactory conduct and attendance as prior conditions to receiving permanent status. Initial probationary periods shall normally be one year for all employees. Employees placed on probation for cause may be placed into that status for durations determined by their department heads or the Town Commission.

Promotion – The upgrading of an employee from a position of one class to a position of another class which has a higher maximum pay rate.

Reclassification – The action taken to officially change an existing position to a different appropriate class because of a change in the duties, responsibilities, and/or requirements of the existing position, or because of a revision to the classification.

Resignation – The voluntary termination of employment by an employee.

Software Information Assets – Any software, program, business application, operating system, script, macro, service, voicemail system, Intranet/Extranet, etc.

Suspension – Enforced leave of absence, without pay, of an employee for disciplinary purposes or, with or without pay, as determined by the Town Commission, during the investigation of alleged misconduct of the employee.

Temporary employee – Employee whose tenure is intended to be of limited duration (i.e., filling in for illness, vacations, summer months, maternity leave) and usually not to exceed six months in duration.

Transfer – Change of an employee from one position to another.

Users - Users of IT Resources include company and affiliate employees, contractors, and consultants, and any

other individual under TPP's control or influence, that directly accesses IT Resources.

Vacancy – A position established in a current budget as duly created and not currently occupied by an incumbent

Domestic violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member, or any crime the underling factual basis of which has been found by a court to include an act of domestic violence.

Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Sexual violence means sexual violence, as defined in Florida Statutes § 784.046, or any crime the underlying factual basis of which has been found by a court to include an act of sexual violence. Florida Statutes § 784.046 defines "sexual violence" to mean any one incident of: (1) sexual battery; (2) a lewd or lascivious act, committed upon or in the presence of a person younger than 16 years of age; (3) luring or enticing a child; (4) sexual performance by a child; or (5) any other forcible felony wherein a sexual act is committed or attempted, regardless of whether criminal charges based on the incident were filed, reduced, or dismissed by the State Attorney.

ACKNOWLEDGMENT AND RECEIPT

I acknowledge that I have received a copy of the Town of Pembroke Park Employee Handbook, which outlines important information about the Town's policies, procedures, and expectations. I understand that it is my responsibility to read and comply with the policies contained in the handbook and any future updates.

I understand that the handbook is not a contract of employment and does not create any contractual rights. I acknowledge that my employment with the Town of Pembroke Park is at-will, which means that either I or the Town may terminate the employment relationship at any time, with or without cause or notice, and in compliance with applicable federal or state law. I further understand that no representative of the Town has the authority to enter into any agreement for employment for any specified period or to make any agreement contrary to the at-will nature of employment, except in a written agreement signed by the Town Manager.

I understand that this handbook supersedes all prior handbooks, policies, practices, and oral or written representations concerning the terms and conditions of my employment with the Town of Pembroke Park. The Town reserves the right to modify, revoke, suspend, terminate, or change any or all plans, policies, or procedures in the handbook, in whole or in part, at any time, with or without notice. Such changes may be communicated by official notice, and any revised policies will replace and supersede prior versions.

If I have questions about the handbook or any employment policy, I understand that I should consult the Department of Human Resources or the Town Manager.

By signing below, I acknowledge that I have read and understand this statement and that I agree to abide by the policies and procedures outlined in the handbook.

Employee Signature: _____

Employee Name (Print): _____

Date: _____



Employee Handbook

December 2021

Prepared By: LagomHR Inc.

TABLE OF CONTENTS

INTRODUCTION 1
Purpose 1
Scope 1
Severability 1
Distribution and Revisions 1
Disclaimer 2
General Employment Policies 3
Equal Employment Opportunity (EEO) 3
Title VII of the Civil Rights Act of 1964 3
The Pregnancy Discrimination Act 3
The Equal Pay Act of 1963 (EPA) 3
The Age Discrimination in Employment Act of 1967 (ADEA) 3
Title I of the Americans with Disabilities Act of 1990 (ADA) 4
Sections 102 and 103 of the Civil Rights Act of 1991 4
The Genetic Information Nondiscrimination Act of 2008 (GINA) 4
Requesting a Reasonable Accommodation 4
Harassment and Discrimination 4
Bullying 5
Sexual Harassment 7
Drugs and Alcohol Policy 8
Fair Labor Standards Act (FLSA) 9
Veterans' Preference 9
Medical Examinations 9
Workplace Violence 9
Safety and Right to Know 10
TERMS OF EMPLOYMENT 10
Personnel Files 10
Hiring of New Employees 11
Hiring of Former Employees 11
Nepotism/Employment of Relatives 11
Personal Relationship amongst Employees 11
Employment Status 12
Probationary Employee 12
Full-time employees 12
Part-time employees 13
Seasonal or temporary employees 13
Exempt or Non-Exempt 13
Changes in Employment Status 13
Transfers 13
Promotions: 13
Demotions: 13
Temporary Re-Assignments: 13
Work Hours 13

Time Clocks 14
Unexcused Absences 14
Tardiness 14
On Call, Stand by Status & Call in/Call Back 15
Meal Breaks and Rest Periods 15
Breaks for Nursing Mothers 15
Work Cancellation/Adverse Weather Conditions 16
Town-Sponsored Events 16
Emergency Management 16
Responsibility 16
Procedures 17
Town of Pembroke Park Alerts Emergency Registration System 17
Employee Responsibilities 17
Management Responsibilities 18
EMPLOYEE DISASTER WORK CLASSIFICATION TIERS 18
Emergency Response & Recovery Employee (ERR - Tier I): 18
Emergency Operations Center Support Employee (EOC - Tier 2) 19
Department Emergency Essential (DEE-Tier 3) 19
Essential Ready Reserve (RR-Tier 4) 20
EMERGENCY MANAGEMENT COMPENSATION 20
Documentation 22
Eventualities Not Covered 22
CLASSIFICATION AND COMPENSATION 22
Classification Plan 22
Wages 23
Pay Periods and Direct Deposit 25
Travel Reimbursement and Advances 25
Professional & Service Memberships 26
Educational Assistance and Training Policy 26
Grading/Reimbursement Scale 26
Conference and Seminar Policy 27
Benefits 27
Continuation of Benefits (Cobra) 27
Short Term Disability Benefit 27
Unemployment Compensation 27
Workers Compensation Policy: 28
Social Security 28
Paid and Unpaid Leave 29
Holidays 29
Vacation/Annual Leave 30
Sick Leave 31
Jury Duty 33
Bereavement/Funeral Leave 33
Family and Medical Leave 33
Military Leave 35

Domestic and Sexual Violence Leave of Absence 36
Definitions 37
Unpaid leave/Leave Without Pay- 37
Leave Donation Policy 38
SEPARATION FROM EMPLOYMENT 38
Voluntary Termination 38
Discharge/Involuntary Termination 39
Layoff and Recall 39
Impact on Benefits 39
Exit Interview 39
Return of Property 39
Disciplinary Action 40
Performance Improvement Plan (PIP) 40
Causes for Demotion, Suspension or Dismissal 41
EMPLOYEE ARREST OF CHARGE 42
Policy 42
Procedure 42
EMPLOYEE PROCEDURAL RIGHTS 43
Involuntary Termination and Procedural Rights 43
Right of appeal 44
Grievance Procedures 44
WORK RULES AND CODE OF CONDUCT 46
Code of Ethics 46
Florida Code of ethics for Public Officers and Employees 46
Pembroke Park Employee Code of Ethics 46
Freedom of Information Act and Public Records Act 49
Public Records 49
Personal Conduct 50
Outside Employment Guidelines 50
Political Activity and Voting Time 51
Political Activity and General Solicitation 52
Customer Service 52
Public Statement/Press Calls 53
The Workplace and Town Resources 53
Appearance 53
Use of Town Resources 53
Employee Identification 54
Key Dispersal 54
Uniforms and Safety Attire 55
Personal Articles in the Workplace & Search of Property 55
Personal Workspace & Displays 55
Smoke-Free Workplace 55
Care of Equipment 55
Vehicle Usage 56
Take Home Vehicles 56

Credit Cards 57
SAFETY 57
General Safety Rules: 57
Building Security 58
Acceptable Use Policy 58
Enforcement 58
Ethical and Appropriate Use 59
User Monitoring and Privacy 59
Passwords and User IDs 59
User Accountability 60
Data Confidentiality and Security 61
Unauthorized Access 61
Denial of Service 62
Malicious Code 62
Tips for evaluating credibility include: 62
Personal (User Owned/Leased) and Contractor Devices 63
Mobile Devices - Smartphones, Tablets, Personal Digital Assistants, and Jump Drives 63
Messaging (Email, text, SMS, Instant Message) 64
Internet Usage 65
Social Media, Social Networking, and Blogging 66
Personal Use 66
Remote Access 67
Software 68
Physical Security and Unattended Equipment/Information 68
Security Incidents 68
DEFINITION OF TERMS 69
ACKNOWLEDGMENT AND RECEIPT 72

INTRODUCTION

PURPOSE

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the Town of Pembroke Park. Nothing in this manual shall be construed as contract terms for any Town employees.

These policies are not intended to be all-inclusive or to cover every situation that may arise. The Handbook contains general information and guidelines. These policies may be amended with or without notice at any time at the sole discretion of the Town and supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the Town Commission.

If you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to Human Resources or your Department Head.

SCOPE

These policies and procedures apply to all the Town's employees unless specifically addressed in a formal employment contract or insurance plan document. Where such documents specifically differ from these policies, then the applicable provision(s) of the subject agreement shall supersede these policies.

These policies are designed to work in combination with individual departmental policies and procedures; however, these policies shall prevail should they come into conflict with departmental policies or procedures.

No person, other than the Mayor and Town Commission or the Town Manager as authorized by the Town Commission, has the authority to enter into any agreement for employment with an employee for any specified period of time, or to make any agreement contrary to the provisions of this manual.

These policies govern regardless of past practices or former policies. This manual supersedes any previous verbal or written policies, statements, understandings, or agreements concerning terms and conditions of employment, except in cases of formal employment contracts or other legally binding agreements.

SEVERABILITY

If one or more provisions of this manual are superseded by or become in conflict with a formal employment contract, insurance plan documents, state or federal laws, or if they are determined by a court of competent jurisdiction to be inappropriate and voided, then the balance of the manual shall remain in effect.

DISTRIBUTION AND REVISIONS

A copy of this manual shall be provided to each employee, who shall be required to sign a standard form certifying his/her receipt and review of the manual.

Revisions or updates to the manual shall be provided to all employees in either paper form, by email, or by other electronic communication such as posting on the intranet. Employees are expected to review all

changes and updates and remain abreast of all current personnel policies. Periodically employees may be required to provide an updated sign-off that they have received and reviewed the manual and changes in policy.

DISCLAIMER

All employees of the Town are employed at will and may quit or be terminated at any time and for any or no reason. Nothing in any of the Town's rules, policies, handbooks, procedures or other documents relating to employment creates any express or implied contract or employment.

This handbook replaces any previously issued policies, practices and understandings, written or oral, governing employment. Nothing contrary to or inconsistent with the limitations in this paragraph creates any contract of employment unless:

1) The terms are in writing.

2) The document is labeled "contract'.

3) The document states the terms of employment; and

4) The document is signed by the Mayor and approved by a vote of the Town Commission.

GENERAL EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Town of Pembroke Park is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training.

The Town shall not discriminate against any employee or job applicant and prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, sexual gender identity, age, religion, national origin, marital or veteran status, height, weight, disability, political affiliation, or other protected classes.

The Town hires those individuals authorized to work in the United States.

The Town adheres to the following federal laws which prohibit workplace discrimination and are enforced by the U.S. Equal Employment Opportunity Commission (EEOC).

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

This law makes it illegal to discriminate against someone based on race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants and employees, unless doing so would impose an undue hardship on the operation of the employer's business.

THE PREGNANCY DISCRIMINATION ACT

This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE EQUAL PAY ACT OF 1963 (EPA)

This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967 (ADEA)

This law protects people who are 40 or older from discrimination because of age. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

TITLE I OF THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

SECTIONS 102 AND 103 OF THE CIVIL RIGHTS ACT OF 1991

Among other things, this law amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases.

THE GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 (GINA)

This law makes it illegal to discriminate against employees or applicants because of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder or condition of an individual's family members (i.e. an individual's family medical history). The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

REQUESTING A REASONABLE ACCOMMODATION

Employees should notify their manager or the Human Resources department when a reasonable accommodation is needed. Where necessary and feasible, reasonable accommodations will be made for qualified employees to perform the essential functions of the job in question if the accommodation does not cause the Town undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which cannot be eliminated by reasonable accommodation, will not be considered for employment. The Town will attempt to keep all employees so long as they do not cause undue hardship to the Town or its employees. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until a solution has been identified by management.

HARASSMENT AND DISCRIMINATION

Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act of 1990, (ADA).

1. Harassment is unwelcome conduct that is based on race, color, religion, sex-gender (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where:

A) Enduring the offensive conduct becomes a condition of continued employment, or

B) The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

2. Sexual Harassment is unwelcome conduct of a sexual nature that is persistent or offensive and interferes with an employee's job performance or creates an intimidating, hostile or offensive work environment.

Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.

Petty slights, annoyances, and isolated incidents (unless extremely serious) shall not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, isolation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:

1. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
2. The victim does not have to be the person harassed but can be anyone affected by the offensive conduct.
3. Unlawful harassment may occur without economic injury to, or discharge of, the victim.

Prevention is the best tool to eliminate harassment in the workplace. Managers are encouraged to take appropriate steps to prevent and correct unlawful harassment. They should clearly communicate to employees that unwelcome harassing conduct shall not be tolerated. They can do this by adhering to the complaint or grievance process and taking immediate and appropriate action when an employee complains. Managers should strive to create an environment in which employees feel free to raise concerns and are confident that those concerns shall be addressed.

Employees are encouraged to inform the harasser directly that the conduct is unwelcome and must stop. Employees should also report harassment to management at an early stage to prevent its escalation.

BULLYING

The Town will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Bullying is defined as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating, or intimidating behaviors.
- Work interference/sabotage that prevents work from being done.
- Verbal abuse.

Such behaviors violate the Town's Code of Ethics and Code of Conduct, as all employees will be treated equally with dignity and respect.

The Town considers the following types of behavior examples of bullying:

- Verbal bullying: slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying: pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault, damage to a person's work area or property.
- Gesture bullying: nonverbal gestures that can convey threatening messages.
- Exclusion: socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself of herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying should report this to their supervisor or to

Human Resources before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the Town to take appropriate action.

SEXUAL HARASSMENT

The Town prohibits sexual harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee. The Town prohibits sexual harassment from occurring in and out of the workplace when representing the Town. Sexual harassment of non-employees by Town employees is also prohibited. The purpose of this policy is not to regulate personal morality or to encroach upon one's personal life, but to demonstrate a strong commitment to maintaining a workplace free of sexual harassment.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Regarding unwelcome sexual advances toward non-employees, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made either explicitly or implicitly in exchange for a benefit.
2. Submission to or rejection of such conduct by an individual is used as the basis for a decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's activities or creating an intimidating, hostile or offensive environment.

Sexual harassment may include unwanted sexual advances; offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, caricatures or representations of persons using electronically or physically altered photos, drawings, or images; notes or invitations; and/or, physical conduct (touching, assault, impeding or blocking movements).

If an employee is witness to or believes that the employee has experienced sexual harassment, they must immediately notify their supervisor or the Human Resources department.

Harassment of Town employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to their supervisor or the Human Resources department. Appropriate action shall be taken against any

non-employee.

Notification by employee to appropriate personnel of any harassment problem is essential to the success of this policy and the Town generally. The Town cannot resolve a harassment problem unless it is reported. Therefore, it is the responsibility of all employees to bring those kinds of problems to the attention of management so that steps are necessary to correct them.

Violation of this sexual harassment policy shall subject employees to disciplinary action, up to and including immediate discharge.

DRUGS AND ALCOHOL POLICY

The Town recognizes that the possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the Town. It is the obligation of the job applicant to notify the approved testing facility of any legal drug prescribed for the job applicant by a physician. Any employee who is observed by a supervisor or department head to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Head shall immediately report any reasonable suspicions to the Human Resources department.

An employee shall be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on Town premises or during work hours by employees is strictly prohibited.

Employees must notify their supervisor within five (5) business days of conviction for a drug or alcohol related violation, regardless if the violation occurred in the workplace.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify their supervisor and Human Resources, who are required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act. A program to assist employees who may have a drug/alcohol problem is provided through the Town's Employee Assistance Program.

No prescription drug or Medical Marijuana should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over the counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs or utilizing Medical Marijuana that are not prescribed in their name on Town property or while performing Town business. Soliciting or distributing prescription drugs or Medical Marijuana for or to other employees is

also strictly prohibited.

FAIR LABOR STANDARDS ACT (FLSA)

The Fair Labor Standards Act, Title 29 U.S.C. (Sections 201-219) is the federal law requiring that covered employees be paid at least the federal minimum wage and overtime pay (at time and one-half of the employee's regular rate of pay) for all hours worked over 40 hours in a workweek.

The Town Personnel Manual refers to employees covered by FLSA as "non-exempt" and to those not covered by the FLSA minimum wage and overtime provisions as "exempt".

VETERANS' PREFERENCE

Title 5 USC, Section 2108 and Chapter 295, F.S., set forth the requirements for public employers to provide preferences in employment, retention, and promotion to eligible veterans, spouses of veterans, and other veterans' preference eligible individuals.

MEDICAL EXAMINATIONS

The Town may require an employee to submit to a medical or psychological exam to determine fitness for duty provided the examinations are job related and consistent with business necessity. Tests for alcohol or illegal drug use are not considered medical examinations, nor are physical agility tests. Fitness for duty exams shall be conducted by a licensed professional designated by the Town and shall be paid for by the Town.

The Town shall comply with all applicable laws including ADA, FMLA, HIPAA, Worker's Compensation and related laws and guidelines in addressing circumstances where an employee is found to be unfit to perform some or all their essential job functions. This policy in no way shall be construed to limit employees' rights under any federal or State Law.

Employees determined to be un-fit for duty and requiring associated leave, may access accrued leave banks and other paid or unpaid leave time consistent with the policies contained within this manual and state and federal laws.

Light duty or modified return-to-work arrangements are not guaranteed and would not indicate continued employment if provided.

WORKPLACE VIOLENCE

The Town of Pembroke Park is committed to reducing the potential for workplace violence. In this regard, it is the policy of the Town to prohibit acts or threats of verbal or physical violence by any party, directed toward employees, citizens, elected officials, and visitors to the Town's facilities or others.

The Town is committed to providing a safe and healthy work environment, consistent with health and safety rules and shall take prompt remedial action, up to and including discharge or criminal prosecution, against any employee who engages in threatening behavior or acts of violence.

The Town shall take appropriate action against any non-employee who engages in threatening behavior including former employees and visitors to Town facilities, up to and including criminal prosecution.

Employees who display a tendency to engage in violent, abusive or threatening behavior shall be referred

to the Town's health plan for counseling or other appropriate treatment. Such employees shall also be subject to disciplinary action, up to and including immediate discharge.

Additionally, it is the responsibility of Town employees to assist in identifying problem employees. The Town Manager should be immediately notified of situations or incidents involving threats, acts of violence, aggressive behavior, threatening or offensive comments and similar acts. Employee reports made pursuant to this policy shall be held in confidence to the maximum possible extent. The Town shall not tolerate retaliation against any employee reporting a violation of this policy.

SAFETY AND RIGHT TO KNOW

The Town complies with federal and state Right-To-Know laws and shall make every effort to provide information to employees about any hazardous chemical to which they may be exposed. Right-To-Know information is posted near the areas in which employees may be exposed to chemicals or other potentially hazardous materials. Employees are required to read and be familiar with all posted materials.

TERMS OF EMPLOYMENT

PERSONNEL FILES

The Town maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. It is important that personnel records be kept up to date by employees and will be updated at performance reviews.

Employees should notify Human Resources when any of the following personal information changes:

Name	**Education status**
Address	**Military status**
Telephone number	**Driver's license status**
Marital status	**Licensing, certification, and training, or**
Emergency notification contacts	**Other information which may impact the job requirements**
Beneficiary Information	**Direct Deposit/Bank Account Information**

Personnel files are the property of the Town, and access to some of the information those files contain may be restricted in accordance with state and or federal law. Personnel records are subject to the Florida Public Records Law and contents must be provided as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes, except for information that is exempt and confidential pursuant to law.

Anyone who wishes to review a personnel file should contact the Human Resources Department. With reasonable advance notice, personnel files may be reviewed in the Town's offices and in the presence of an individual appointed by the Town to maintain the files. An employee may view personal (associated with that employee) personnel records at any time in their entirety.

No originals of any personnel records shall be kept at the Department level. All originals shall be

maintained by the Human Resources Department.

HIRING OF NEW EMPLOYEES

The Town Manager has final approval of hiring new employees, with the exception of the following positions that are hired by the Town Commission. The Town Commission shall have the sole authority to hire the Town Manager, Divisional Directors, and Department Heads. The Town Commission also has the sole authority to hire independent contractors.

HIRING OF FORMER EMPLOYEES

It shall be the policy of the Town of Pembroke Park that any individual who has been formerly employed by the Town may be considered for re-employment provided the individual left the Town in good standing. If the individual did not leave the Town in good standing, he/she must reasonably demonstrate improved work ability and attitude before re-employment is considered.

If the candidate for re-employment is hired, he/she may not continue to receive disbursements from the Town's retirement plan. The Town shall follow all applicable laws and regulations related to retirement benefits when rehiring a former employee.

Individuals interested in applying for re-employment with the Town should follow the appropriate application process for an open position. The application shall indicate that the individual is applying for re-employment. The Department Head shall examine the application to determine if any additional information is needed and make a recommendation of whether to rehire the applicant.

NEPOTISM/EMPLOYMENT OF RELATIVES

No elected official or Town employee with supervisory authority, shall employ, promote, advance or advocate the employment, promotion, or advancement of an individual who is a relative, to a position in the agency over which he or she exercises jurisdiction or control.

Relatives include: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. [Section 112.3135, F.S.].

PERSONAL RELATIONSHIP AMONGST EMPLOYEES

A “personal relationship” is defined as a relationship between employees who have or have had a continuing relationship of a romantic or intimate nature.

An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for or supervise the employee with whom he or she is involved.

The Town reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

When a conflict or the potential for conflict arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment, or terminated from employment. If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Human Resources department.

When a conflict or a potential for conflict affecting terms or conditions of employment arises because of the relationship, the individuals concerned will be given the opportunity to decide who is to be transferred to another position, or terminated, if no position is available. If no decision is made within 30 calendar days of the offer to resolve the situation, the Town will determine who is to be transferred or, if necessary, terminated from employment.

EMPLOYMENT STATUS

PROBATIONARY EMPLOYEE

New employees who receive a position within the Town shall have a one (1) year probationary period. If an employee is promoted to a new position, the employee shall have a probationary period of one (1) year. This gives an employee the opportunity to demonstrate their skill and ability in performing the requirements of the new position. The Town may extend the job probationary period, not to exceed six (6) months, to allow an employee more time to learn the new job requirements and fully master their position or learn the processes of the Town.

All new hires will receive a performance evaluation report after three (3) months of employment. All employees will receive a performance evaluation report from their supervisor every six (6) months in June and December. A performance evaluation report may be issued for employees placed on a performance improvement plan.

A department head may terminate a probationary employee anytime during the probationary period if, in the department head's opinion, the employee is unable or unwilling to perform the duties of the position satisfactorily or that work habits and dependability do not merit continuance in the position. The employee so terminated shall be notified in writing of the termination.

Probationary employees do not have any proprietary rights to their position and may be terminated from the Town at any time during their probationary period without the right of appeal.

The Town may, however, return a promoted employee to their previous position if the requirements of the new job are not being met, provided the prior position is vacant.

Employees who are hired and serve at the pleasure of the Town Commission do not serve a probationary period of employment but will be subject to evaluation every six (6) months. These employees may be terminated at any time with or without cause, in the Town Commission's sole discretion.

FULL-TIME EMPLOYEES

Full-time employees are regularly scheduled to work thirty (30) hours per week and are eligible for

the Town's employee benefits program, as outlined in later sections.

PART-TIME EMPLOYEES

Part-time employees are regularly scheduled to work less than thirty (30) hours per week on a year-round basis. Part-time employees are not eligible for the Town's insurance benefits but may be covered by certain statutory protections such as Family Medical Leave and worker's compensation.

SEASONAL OR TEMPORARY EMPLOYEES

Temporary employees may be scheduled to work on a full- or part-time basis, as dictated by operational needs, for specific, limited time periods. Seasonal or temporary employees are not eligible for employee benefits.

EXEMPT OR NON-EXEMPT

Based on job content, job duties, salary status and other criteria set by the Fair Labor Standards Act, each position within the Town is classified as either "exempt" or "non-exempt".

CHANGES IN EMPLOYMENT STATUS

TRANSFERS

A transfer is an assignment to a position with comparable duties, responsibilities, authority, and compensation.

PROMOTIONS:

A promotion is a change in work assignment that results in an expanded scope of job duties and responsibilities. An employee can be promoted to fill an existing, vacant classification; or an employee's position can be reclassified if duties and responsibilities have been expanded over time. Promotions may result in an increase in pay.

DEMOTIONS:

A demotion is a change in work assignment that results in a reduced scope of job duties and responsibilities. An employee can be demoted to fill an existing, vacant classification; or an employee's position can be reclassified if duties and responsibilities have been reduced over time. Demotions may result in a decrease in pay.

TEMPORARY RE-ASSIGNMENTS:

In order to be considered a temporary re-assignment, the re-assignment must last at least two (2) full pay periods. The Town Manager may choose to temporarily fill a vacancy during the selection process. Temporary assignments are not generally made unless it is anticipated that it shall take more than thirty (30) calendar days to fill the position.

WORK HOURS

To ensure employee availability and accountability to the public the Town serves, all full-time employees

(exempt and non-exempt) are to be at work or available to the public and co-workers during the **normal** workdays Monday through Friday and the hours of 8:00 am to 5p.m, except on recognized holidays or away from the work site for an approved work-related activity or on approved leave. However, the work period is 7 days – Monday through Sunday, for the purposes of calculating overtime.

Employee work schedules shall be established by supervisors with the approval of the Town Manager.

TIME CLOCKS

Non-Exempt employees are required to follow established guidelines to accurately record hours of work by using the designated time-clock system for recording actual hours worked. A missed clock in/out is a violation of this policy and includes:

1. Failure to clock in/out on the Town's designated time clock at the beginning and/or end of their assigned shift consistent with established procedures.
2. Failure to clock in/out on their designated time clock for the meal break.
3. Failure to accurately and timely report time worked; or
4. Clocking in/out early, late or not at all when working an assigned shift.
5. Employees are not permitted to clock in more than seven (7) minutes prior to the start of their shift.
6. Hourly or non-exempt employees will clock in and out 4 times daily (beginning of shift, beginning of lunch break, end of lunch break and end of shift)

Employees may utilize a physical timeclock or clock in/out through the mobile app. The Town utilizes a feature in the HR payroll system called geofencing that sets a virtual barrier for where employees may clock in and out. The system will not allow employees to clock in and out outside of the 1-mile barrier from Town Hall. Employees having technical difficulties with clocking in and out must contact their Department Head for assistance.

UNEXCUSED ABSENCES

Employees are expected to report for work and be at their workstations at the scheduled time. If an employee expects to be absent from or late to work, he/she must inform his/her supervisor as soon as possible and under no circumstances later than thirty (30) minutes PRIOR to the scheduled workday. Unexcused and excessive absences and failure to notify the appropriate supervisor in case of absence may result in disciplinary action up to and including termination. Failure to report for work or failure to call-in to report expected absence after three (3) consecutive business days) is considered will be considered as job abandonment.

TARDINESS

A "tardiness" occurs when an employee does not report to work at the scheduled start time or does not report back from lunch or work breaks on time. An employee is expected to be at work and ready to begin work at the start of the scheduled workday. An employee who is or expects to be tardy and has not made prior arrangements with his/her supervisor must report the tardiness to his/her supervisor within the first hour of the scheduled start time. Excessive unexcused tardiness may result in progressive discipline.

ON CALL, STAND BY STATUS & CALL IN/CALL BACK

The Town has extensive responsibilities during an emergency. As such, any employee may be called in to work at unscheduled times and may be required to perform duties outside his/her normal job function. As with mandatory overtime, employees are expected to be available and as flexible as possible to meet operational demands.

Hourly employees who are called back to work after having completed a normal workday or are called into work on their day off shall be paid for three (3) hours or the actual time worked, whichever is greater. These additional hours shall be paid at time and a half of the employee's straight hourly rate, regardless if the employee has met the FLSA standards of working a minimum of 40 hours .

The Town reserves the right to require employees to be in a "stand-by" status, meaning that the employee needs to be available to report to work during an off-duty. Stand-by status may be instructed verbally or in writing by the department supervisor, or the employee may be named on the official call-back roster. Off-duty time may include nights, weekends, or holidays.

Call Back time shall be paid, or compensatory time accrued as straight time, and not added to the employee's total hours for the week to constitute overtime.

Compensatory time shall be paid at the employee's current rate of pay on the day earned. Exempt employees are not entitled to overtime therefore, excluding them from this policy.

MEAL BREAKS AND REST PERIODS

Department heads or supervisors are responsible for scheduling lunch or rest periods that do not interfere with work requirements.

Employees are expected to use the rest and lunch breaks provided as intended and shall not be permitted to adjust work start time, end time, or lunch time by saving these breaks.

Rest period - a fifteen (15) minute rest period may be allowed during each half of a full-time employee's shift. Such rest periods are to begin and end at the employee's assigned work area. Department heads are responsible for scheduling rest periods that do not interfere with work requirements.

Lunch Period - An unpaid sixty (60) minute lunch period is provided when an employee works eight (8) or more consecutive hours. The lunch period shall begin and end at the employee's assigned work area and the employee shall "clock out" for the duration of the lunch period.

Non-exempt employees shall not be allowed to work during their lunch break.

BREAKS FOR NURSING MOTHERS

The Town supports breastfeeding mothers by providing reasonable break time for an employee to breast feed her nursing child for up to two (2) years after the child's birth.

For both non-exempt and exempt employees, this break time is paid, and employees are not required to punch out. Both exempt and non-exempt employees must schedule any break time to express breast milk with their supervisor.

Upon notice, the employee's Department Head, or the Human Resources Department will provide the employee with a private area for the purpose of expressing breast milk.

WORK CANCELLATION/ADVERSE WEATHER CONDITIONS

If the Town is forced to temporarily close its operations for one day or less, the Town Manager will determine compensation for non-essential staff on a case by case basis. The Town manager, will also, determine appropriate compensation or time-off for exempt essential workers on a case by case basis. All non-exempt essential staff are subject to the FLSA overtime standards. Employees are expected to remain available to return to work throughout the regular workday. Closures of more than one day shall be addressed on a case-by-case basis, with the Town Manager providing timely directive.

During adverse weather conditions, the Town Commission or Town Manager will determine when Town facilities are closed. The Town Manager will determine when essential staff are required to remain on site before, during and/or after a storm. Employees shall be allowed to use accrued vacation time or compensatory time, or with supervisor approval, may modify the work schedule or make other reasonable schedule adjustments.

Decisions to cancel departmental programs (special events, recreation programs, etc.) shall be made by the Town Manager.

TOWN-SPONSORED EVENTS

From time to time, employees may be asked to attend events that are sponsored by the Town. Employees are expected to honor these requests unless there is a conflict due to religious reasons or documented medical issues.

EMERGENCY MANAGEMENT

The Town Manager is responsible for implementation of this policy during an emergency. The Town of Pembroke Park will make a reasonable effort to release employees from work prior to, during, and after emergency conditions to take care of personal situations such as family and property needs.

During a disaster or declared emergency, Town operations may be suspended, altered, or changed requiring an employee to be reassigned according to their emergency classification and the needs of the Town based upon the size, scope, and magnitude of the emergency. All employees are considered essential to this operation and must be prepared to support the community as assigned. In all cases, the goal of this directive is to ensure continuation and restoration of Town services, maintain safety and fulfill the Town's responsibilities to its citizens. Employees will be compensated in accordance with these guidelines, established pay policies, collective bargaining agreements, and regulations.

RESPONSIBILITY

When the Town Commission, County Administrator, or Governor declares a state of emergency and/or the normal operations of the Town of Pembroke Park or a facility, whether in part or whole, wherein Town operation(s) is closed for regular business due to emergency circumstances including but not limited to natural hazards such as fire(s), hurricane(s), tornadoes, flood(s), and/or

man-made disasters such as bombs, hazardous material incidents, mass casualty incidents, the following guidelines will apply to all Town of Pembroke Park Departments and Employees.

PROCEDURES

1. Upon declaration of a local emergency, the Town Manager will notify Department Heads of the emergency declaration and Department Heads will see that their respective employees are notified as to the extent and scope of the declared emergency.

2. Despite suspension of government operations, employees may be required to be available to work either before, during, or immediately after an emergency occurs. Employees may be required to work flexible hours as required by the Town. Employees shall not assume they are not required to work based solely on any media or news reports regarding Town closings.

3. During an emergency or disaster event, employees may be assigned to perform their normal duties or they may be temporarily assigned to work at different job sites specific to an emergency event (i.e., working inside the Emergency Operations Center (EOC), Department Operating Centers (DOCs), a staging area or point of distribution, etc.). Efforts shall be made to assign employees to duties according to their respective knowledge, skills, abilities, and physical capabilities.

4. All Department Heads are responsible for training their employees and implementing their respective Departmental Disaster Preparedness Plans. Department Heads shall establish an emergency schedule and identify those positions required to work during the pre-emergency, emergency, and post-emergency phases. Additionally, each Department Head shall designate an alternate manager as a contact person should an emergency or disaster occur.

5. Employees will be notified of duty assignments either prior to an event, if practical, or when contact is made with the Department Head or designee. Those who do not have an assignment shall be placed on a standby list and are to report to a designated location identified by the Department Head or designee.

TOWN OF PEMBROKE PARK ALERTS EMERGENCY REGISTRATION SYSTEM

Addressing the needs of Town of Pembroke Park citizens must continue during an impending or declared local state of emergency and subsequent recovery period. To accomplish this, Town employees shall complete electronic alert(s) system registration within 30 days of employment. Every employee shall update electronic alert(s) system anytime pertinent information changes.

EMPLOYEE RESPONSIBILITIES

- Have a Plan: Employees should have an emergency preparedness plan to ensure their family is safe during an emergency. Employees should have at least 72 hours of supplies for each family member.

- Service Priority: Town operations to provide emergency services may supersede normal operations resulting in altering or suspending processing timeframes for personnel actions until the disaster recovery period has ended.
- Alternate Work Assignments: During the pre-disaster and disaster recovery periods, employees may perform duties other than the essential functions of their position. Depending on the needs of the Town, employees may work at different locations rather than their normal duty assignments.
- Pre-Assigned Employees: Many employees are assigned duties assisting with official Town disaster response/recovery efforts. These employees will report to their designated worksite when requested/directed to do so. Employees are to always keep their Town ID badge with them to aid law enforcement officials during curfews and re-entry.
- Contact with the Town: Regardless of an employee's disaster assignment, all employees must apprise themselves of the Town's and their department's operational status, maintain daily contact with their manager or other designated department representative, and provide the Town with up-to-date contact information for any temporary changes in address.
- Accurately report all hours worked and submit required timesheet and relevant forms in a timely manner to their manager for approval. Falsification of these records shall subject an employee to disciplinary actions, up to and including termination.
- All employees are required to report to work when regular Town/Department business and operations resume.

MANAGEMENT RESPONSIBILITIES

- Department Heads and Supervisors must confirm the safety and well-being of all Town of Pembroke Park Team members.
- Department Heads and managers shall ensure all employees are enrolled in the electronic alerts system and shall ensure accuracy of electronic alerts data on an annual basis.
- Approve all hours worked and verify information reported by the employee on required forms is accurate.
- Department Heads or designees must ensure that essential employees on duty receive sufficient sleep to avoid endangering their safety or the safety of others due to fatigue.

EMPLOYEE DISASTER WORK CLASSIFICATION TIERS

EMERGENCY RESPONSE & RECOVERY EMPLOYEE (ERR - TIER I):

Emergency Response & Recovery Employees are those employees with job classifications directly related to tactical response and recovery efforts within the community. Generally, this may include, but is not limited to Law Enforcement, Public Safety, Code Enforcement/Building, and Public Works.

Work assignments during disasters and work classification tiers assigned to an employee is determined by Town Manager and Department Heads. These employees will be required to assist in the Town's disaster response and recovery efforts, which includes assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

EMERGENCY OPERATIONS CENTER SUPPORT EMPLOYEE (EOC - TIER 2)

Emergency Operations Center (EOC) Support Employees are those specifically assigned through the Town Manager and Pembroke Park Office of Emergency Management and other authorized agencies to perform in one or more support functions outside their regular work duties.

Employees assigned to a leadership/support position within EOC or to specific roles as delineated within the Town's Comprehensive Emergency Management Plan (CEMP), Emergency Operations Plan, and Recovery Plan. These employees will be required to assist in the Town's disaster response efforts which may include assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

EOC Support employees must maintain contact accessibility with their supervisors and may be reassigned to an alternative operational supervisor for the duration of the disaster or emergency. EOC Support Employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

DEPARTMENT EMERGENCY ESSENTIAL (DEE-TIER 3)

Employees designated as Department Emergency Essential may be required to perform regular work functions during the pre-disaster, disaster, and post-disaster phases of an imminent or declared emergency. These employees may or may not be required to shelter during the storm. Examples of employees that would be assigned sheltering roles would include department personnel assigned to Department Operating Centers (DOCs) to coordinate department response and recovery efforts.

Employees in this tier may also be assigned to complete essential functions as designated in the department's Continuity of Operations Plan (COOP).

Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

ESSENTIAL READY RESERVE (RR-TIER 4)

Employees classified as Essential Non-Emergency may be directed not to report to their regular job assignment during the pre-disaster, disaster, and post-disaster phases of a locally declared state of emergency or disaster. They may work other assignments and activities as situations necessitate. Reassignment may include, but is not limited to support of the following:

- Town Staging Area(s)
- Point of Distribution Sites (POD' s)
- Food or Services Distribution Sites
- Sandbag Filling Stations
- Disaster Recovery Centers
- Emergency Operation Center

EMERGENCY MANAGEMENT COMPENSATION

Once an emergency has been declared in the Town of Pembroke Park and the Town Administrative Offices are closed, the following pay procedure shall be utilized:

1. All regular full-time, hourly or salaried employees, whose regular work schedule occurs during the Declared Emergency, who are instructed to not report to work or who are released from work will be paid their regular wages for all hours not worked during their regular work schedule.

2. All regular full-time hourly employees who work their regularly scheduled work period during a declared emergency and Town Administrative Offices are closed shall be paid their regular hourly wages at time and a half for any hour(s) worked during this period. Emergency on-call hourly personnel who report to work during an emergency situation (example: hurricane when Town Hall is closed, and non-essential employees are not required to work but are paid) will also be paid time and a half for all hours worked. This does not apply to emergency Public Works response to a water break, sewer leaks, or other work-related emergencies during the remainder of the year.

3. Unrepresented employees covered under this provision who physically work more than 40 hours in the workweek will be compensated at the rate of one and one-half times their normal hourly rate, in accordance with the Fair Labor Standards Act. Paid Administrative Leave hours shall not count as hours worked for the purpose of computing overtime.

4. Represented employees will be compensated in accordance with their respective collective bargaining agreement.

5. All regular full-time salaried employees shall be paid their regular salary for any hour(s) worked during the Declared Emergency. Additionally, such employees will be credited with one (1) hour of Administrative Leave time for each hour worked within their regularly scheduled work period up to a maximum of eight hours (8) hours during each twenty-four (24) hour period of the Declared Emergency. The maximum Administrative Leave time an employee will be eligible to receive per day will be determined by their regularly scheduled workday and shall not exceed forty (40) hours in a work week. Additionally, the twenty-four (24) hour period shall be defined as a day beginning at 12:00 midnight and ending on the next 24 hours at 11:59 p.m. This Administrative Leave credit shall not be provided to Senior Level Management positions (Department Heads, Division Managers, Assistant Directors, etc.).

6. Once administrative offices are reopened and other employees are called back to work, the Town Manager shall evaluate whether and how Administrative Leave time will be provided/credited to Senior Level Management employees that worked during the declared emergency. This will be evaluated on a case by case basis and shall take into consideration the number of hours worked by the employee during the declared emergency and the number of hours paid as Administrative Leave to other employees that did not work during the Preparation and Response phases of the emergency.

7. All regular full time hourly or salaried employees who are on prior approved leave and are not required to return to work shall be paid in accordance with the applicable leave policy.

8. All regular full or part time, hourly or salaried employees considered essential by their supervisor and required to report to work who call in sick, or take unscheduled leave during the period for which they were required to report to work, will be charged leave time, and may be required to submit a written certification from a health care provider substantiating the reason for absence.

9. All part-time/temporary/seasonal employees who do not report to work for any reason during a Declared Emergency will not receive any compensation for this time period. This includes not reporting to work when Town operations are officially closed.

10. All temporary/seasonal or regularly scheduled part-time employees who work during a Declared Emergency will receive their regular rate of pay for any hours worked during this time period.

11. No employee is eligible for call back pay during a Declared Emergency.

12. Members of collective bargaining units will receive wages and benefits in accordance with their respective collective bargaining agreement.

13. All other terms and conditions of employment as determined by a pertinent Collective Bargaining Agreement or Town Pay Policy shall remain in effect prior to, during and after the Declared Emergency.

14. The Town Manager reserves the right to consider unique pay situations as they arise throughout a Declared Emergency. In situations deemed appropriate by the Town Manager, adjustments to this Policy may be made.

DOCUMENTATION

Employees are required to document and report to management all hours worked during an emergency utilizing the time sheets designated for emergencies, as provided by the Finance Department.

Time should be recorded identifying hours worked with appropriate emergency coding as provided by the Finance Department.

It is each Department's responsibility to verify all hours worked. Since departments are responsible for all wages paid to Town employees during a disaster/disaster recovery period, departments shall carefully review hours submitted, including those for alternate work assignments. All hours reported shall be verified by the employee's supervisor and approved through the timecard approval process. A copy of the Disaster Daily Log, supporting disaster hours worked, must be forwarded to the Finance Department who is responsible for coordinating payment of all emergency-related hours worked.

All Departments must maintain accurate timekeeping records during disaster/disaster recovery periods for submittal to the Finance Department.

EVENTUALITIES NOT COVERED

Exceptions may be made for unique situations as they arise throughout a declared emergency, and eventualities not covered by these guidelines shall be decided on a case-by-case basis by the Town Manager or designee.

CLASSIFICATION AND COMPENSATION

Compensation and Benefit levels are tempered by the Town's ability to pay, overall financial condition, and general fiscal responsibility to the taxpayers, as well as an individual's performance on the job. The value of a position is established in the Town's Classification Plan.

CLASSIFICATION PLAN

The position classification structure is based upon a systematic internal job evaluation and an analysis of the external labor market, which shall occur at a minimum every five years.

A comprehensive job analysis is used to establish written job descriptions for all positions which serve as the basis for all internal and external evaluations and comparisons.

Each job description includes a title, a general statement of duties and responsibilities, a determination on whether or not the position is exempt from overtime pay, a listing of essential

job functions, a statement of required knowledge, skills, and abilities, and the physical demands of the position. These factors are used to determine classification and pay range for each position.

Job descriptions shall be reviewed annually to ensure they are up to date.

Pay Ranges shall be adjusted annually depending upon resources to reflect cost of living adjustments to the system and approved by the Town Commission.

Individual employee compensation, or placement in and progression through the respective pay range, is based upon time-on-the-job, performance, qualifications, experience, education level, and other job-related factors established by a comparative ratio to ensure pay based on objective standards.

Newly hired employees shall be paid within the pay range. Any salary proposition outside of the established compensation plan must be approved by the Town Commission.

WAGES

Merit Increases

Merit increases are evaluated during the annual budget preparation process and implemented effective the start of the new fiscal year. Merit increases must be budgeted and fall within the approved compensation plan. Merit increases may be issued outside of the annual process on a case by case basis if approved by the Town Manager and/or Town Commission depending on the reporting structure.

Merit increases shall be based on an annual performance evaluation process based on clearly established standards applied equally and consistently across all positions.

Merit increases may only be given when sufficiently documented through an annual performance evaluation reflecting performance above and beyond the duties required of the assigned position.

Merit increases and Cost of Living adjustments shall only be given on an annual bonus to avoid compression of the competitively established classification and compensation plan. The maximum salary increases for Merit based increase and Cost of Living adjustment is a combined 5%. Any salary increase based on Merit or performance exceeding 5% requires Town Commission approval.

Performance Evaluations

Semi-annually, employees shall be provided with a formal evaluation of their performance by their supervisors, which may be reviewed by the Town Manager and Town Commission, or its designee. A performance evaluation is an ongoing assessment process that assists employees and employers in reaching their goals by providing a formal opportunity to develop goals and objectives, to identify strengths, and to define training or improvement programs for areas requiring development. Completion of the performance evaluation form and discussion of noted ratings shall facilitate communication and an understanding of expectations while providing a history of employee progress and development.

The results of evaluations support various employment actions and decisions such as promotion, discipline, and compensation. Employees shall have an opportunity to meet with and discuss the results of their evaluation with their supervisor and submit additional comment or points of disagreement to be included within their personnel file. Employees who receive poor performance

ratings may be placed on a performance improvement plan and/or receive progressive discipline.

Cost of Living Increase

An annual cost of living raise may be applied to the minimum and maximum ranges of the pay plan and to every individual's salary if approved by the Town Commission during the annual budget process. The maximum combined salary increase for Merit and Cost of Living adjustment is 5% annually. Any salary increases exceeding 5% for Merit or performance requires Town Commission approval.

Overtime - Exempt Employees

Exempt employees, as defined by the Fair Labor Standards Act (FLSA) are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities.

Time off consideration for large amounts of additional hours may be provided with the Town Manager's prior approval and at the sole discretion of the Town Manager.

Overtime - Non-Exempt Employees

Non-Exempt employees, as defined by the Fair Labor Standards Act (FLSA), are subject to the overtime provisions of the Act. Depending on work needs not personal needs, Non-Exempt employees may be required to work overtime and are expected to work overtime upon request.

Non-exempt employees shall be compensated for overtime work at the rate of time and one-half (1.5) for all hours worked over forty (40) hours in a 7-day work week. For purposes of overtime calculation, time off (not working) with or without pay shall not be calculated as hours worked.

Compensation may be in the form of wages or compensatory time off. The Town reserves the right to substitute cash payments for accumulated compensatory time at its discretion. Similarly, employees may request that accrued compensatory time off be converted to monetary payment, which shall be made in the next applicable payroll.

Overtime including compensatory time may not be authorized by the Department Head and the Town Manager unless funds are provided for and adopted in the annual Town budget.

For non-exempt employees, overtime shall be scheduled in a manner most advantageous to the Town and consistent with the operational needs of the Town.

In some cases, at the Town's option, hours may be adjusted within a 40-hour work week to avoid overtime. Any adjustments and or overtime hours worked must be approved in advance by the employee's supervisor and must be based on work needs not personal needs.

Non-Exempt employees working overtime without prior approval shall be subject to disciplinary action.

Change in Status Pay

Promotion Pay shall be the minimum of the new pay grade or up to a 10% increase.

Temporary Reassignment to a higher pay grade and additional responsibility shall be the minimum of the new pay grade or current pay up to a 10% increase, whichever is greater. Upon return to

the former position, the pay shall return to the original pay amount. Any employee serving in an acting capacity in a higher position requires a formal Personnel Action form approved by the Town Manager. Vacant positions do not automatically designate a subordinate employee to an acting capacity.

Demotion Pay shall be calculated based on a comparative ratio formula (i.e. if employee is 50% of the way through current pay grade, the demoted salary shall be at the 50% level of the new pay grade.)

Any recommendation exceeding a 10% increase must be approved by the Town Commission.

PAY PERIODS AND DIRECT DEPOSIT

Pay periods for Town of Pembroke Park employees cover two weeks, beginning at 12:00 a.m. every other Monday. The pay period covers two seven-day work periods of 40 hours for regular employees. Paydays are every other Friday. When a payday falls on a holiday, employees shall be paid the day prior to the holiday.

All payroll payments are by direct deposit only.

TRAVEL REIMBURSEMENT AND ADVANCES

On occasion, employees may be required to travel on Town business or attend professional development and training functions as a part of the job. Employees must always be mindful that they are stewards of the public's trust and resources. Work-related travel must never be abused, treated as a "perk" or seen as opportunity to spend lavishly. The Town shall not cover expenses for spouses or other non-employees during Town travel, unless prior approval is received from the Town Manager. Travel on Town business, including professional development, must demonstrate respect for the public's trust and prudence with their resources.

Expenses related to professional conferences, seminars, technical meetings, trainings, or other professional development functions may be paid by the Town or reimbursed to the employee if the expense has been adopted in the budget. Requests for reimbursements that are not included in the budget require approval from the Town Manager.

Whenever possible, a Town vehicle should be used to travel for Town business and employees should carpool to limit travel expenses. Employees who are required to use their personal vehicle for work-related travel shall be reimbursed at the rate established by the IRS for up to 250 miles. Employees are to record the exact number of miles traveled, by most direct route, from the first place of business to the next. No reimbursement shall be made for travel between home and a normal place of business.

Employees shall be reimbursed for reasonable, actual meal expenses incurred in conjunction with a program or meeting that provides a primary benefit for, or serves the best interests of, the Town. Luxury meals, costs for alcohol, or excessive reimbursement claims shall not be reimbursed without approval of the Town Manager.

Employees shall be reimbursed for reasonable, actual lodging expenses when a full day's work must be performed a considerable distance from the Town, or under other appropriate circumstances with prior Town Manager approval. Luxury lodging or excessive claims shall not be

reimbursed.

Employees should avoid using unnecessary convenience services such as valet parking, in-room movies, laundry and room service. Only under specific circumstances where a reasonable need for such services is clearly demonstrated shall such items be reimbursed.

Employees submitting reimbursement requests for travel expenses, or those requiring a travel advance, should use the appropriate form and must submit all receipts.

PROFESSIONAL & SERVICE MEMBERSHIPS

The Town encourages department heads to take part in the activities of professional and service organizations and may pay the cost of certain job-related memberships to professional organizations, job-related trainings, seminars, conferences and related events that enhance the employee's job knowledge and performance.

The Town may pay the cost to become licensed or certified in a job-related field and may pay the cost to remain so qualified. Employer-paid memberships, training, licensing and certifications are subject to budgetary approval and require advance approval.

Any employee within the Town whose position requires a professional certification must keep such certification active and current. The employee must notify their supervisor in the event such certification is lost or lapses.

EDUCATIONAL ASSISTANCE AND TRAINING POLICY

Subject to sufficient funds in the budget and with prior approval of the Town Manager, employees may apply for reimbursement of tuition expenses incurred for training or college courses directly related to the employee's work. The Town Manager shall be the sole judge of whether a course or program is "directly related" to the employee's work. Any employee wishing to appeal a decision rendered by the Town Manager may present an appeal to the Town Commission.

Employees must obtain approval before enrolling in a course or program.

Employees may receive reimbursement for up to 100% percent of the tuition cost for training or college courses that they take on their own initiative depending on the Town budget and individual grades earned. The reimbursement must be repaid if the employee leaves employment within twenty-four months of receipt.

GRADING/REIMBURSEMENT SCALE

A (90-100)	100% reimbursement
B (80-89)	80% reimbursement
C (70-79)	60% reimbursement
D (69-60)	0% reimbursement
F (59 and below)	0% reimbursement

Courses that are deemed pass or fail will be subject to 100% reimbursement for passing grade and 0% reimbursement for failing grade.

CONFERENCE AND SEMINAR POLICY

Requests to attend a conference or seminar must be budgeted and approved by the Department Head and the Town Manager.

Employees training other employees will receive a premium for the hours of actual training up to a maximum of 10% of their annual salary only for hours actually conducting the training. This policy is not applicable to the trainee, only the trainer. In order to be eligible for this benefit, the training must be a formal group training for staff and is 100% subject to approval by the Town Manager.

BENEFITS

The Town of Pembroke Park provides full time regular employees with a wide range of benefits. The type of benefits and level of benefits provided is subject to change. The Town reserves the right to change provider networks, claims agents, and insurance mechanisms. At a minimum, the Town provides Health Insurance Policy and a Retirement Policy for full time regular employees.

Detailed descriptions of current benefits are outlined in the annual summary of benefits plan.

Benefits provided to these employees may include but are not limited to Dental Insurance

Prior to an offer of employment with the Town, prospective employees shall be given a list of the various benefits offered to full-time regular employees. Questions regarding any of the listed benefits shall be referred to the Town Manager. Employees are eligible for the health insurance on the 1st of the month following thirty (30) days of employment.

CONTINUATION OF BENEFITS (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and qualified beneficiaries the opportunity to continue, for a limited period, health insurance coverage under the Town's group health insurance plan when a "qualifying event" would normally result in the loss of coverage. Some common qualifying events are termination of employment (other than for gross misconduct), or death of an employee; a reduction in your hours; a divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee pays the full cost of coverage at the Town's group rates plus an administration fee.

SHORT TERM DISABILITY BENEFIT

The Town provides group short-term disability insurance to full-time employees allowing them to receive paid leave if they are, medically, unable to return to work for a short time. For more information regarding the plan and plan details, contact Human Resources.

UNEMPLOYMENT COMPENSATION

The Town participates in the State of Florida unemployment insurance program according to statutory guidelines. Terminated employees are advised to refer questions of benefit eligibility to the appropriate State office.

WORKERS COMPENSATION POLICY:

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income, and other compensation under the Florida Workers Compensation Act. Worker's Compensation Employees are responsible for immediately reporting any work-related injury, no matter how slight, to their supervisor. Supervisors must immediately report the incident to Human Resources for proper processing of the Workers Compensation claim.

SOCIAL SECURITY

Employees are covered by Social Security, a federally administered plan for supplemental old age retirements and survivor's insurance. Questions concerning Social Security benefits and coverage should be directed to any Social Security office.

TELECOMMUTING

Telecommuting allows employees to work at home, on the road or in a satellite location for a part of their workweek. The Town considers telecommuting to be a viable, flexible work benefit when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a Townwide benefit, and it in no way changes the terms and conditions of employment with the Town.

The telecommuting benefit may only be utilized by Department Directors. Any exceptions must be pre-approved by the Town Manager.

Any telecommuting requests must be sent in writing to the Town Manager for pre-approval with a specific reason for the request. Each request will be evaluated on a case by case basis. Employees on average may utilize a maximum of 2 telecommuting days per month. Any exceptions must be pre-approved by the Town Manager.

Individuals requesting formal telecommuting arrangements must be employed with the Town for a minimum of 6 months of continuous, regular employment and must have a satisfactory performance record.

The employee is required to follow the same work schedule, unless otherwise approved by the Town Manager and be available for all meetings and communication as needed.

Employees may utilize their Town issued equipment when telecommuting. If the employee does not have a Town-issued equipment, the employee may be authorized to utilize their home equipment and remote log in to their work computer. Equipment supplied by the organization is to be used for business purposes only.

The employee will establish an appropriate work environment within his or her home for work purposes. The Town will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary Town information accessible from their home office. Steps include the use of locked file cabinets

and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands.

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the Town's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the Town Manager. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

OTHER INFORMAL, SHORT-TERM ARRANGEMENTS MAY BE MADE FOR EMPLOYEES ON FAMILY OR MEDICAL LEAVE TO THE EXTENT PRACTICAL FOR THE EMPLOYEE AND THE ORGANIZATION AND WITH THE CONSENT OF THE EMPLOYEE'S HEALTH CARE PROVIDER, IF APPROPRIATE. PAID AND UNPAID LEAVE

HOLIDAYS

All regular hourly employees working a minimum of thirty (30) hours per work week and all salaried employees shall be granted leave with pay on the following holidays unless otherwise provided for in a collective bargaining agreement.

Sec. 19-26.
New Year's Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day
One (1) Personal Day

All officers and employees not required by their department heads to work on such days shall be excused from work but shall be compensated for the day as if the officer or employee had performed his normal work schedule.

In order to qualify for holiday pay, the officer or employee must be present on his or her scheduled working days before and after the applicable holiday.

Officers or employees with an unexcused absence or unpaid leave time before or after a holiday shall not be eligible for holiday pay.

If an officer or employee is on authorized paid leave when a holiday occurs, that holiday shall not be charged against such officer's or employee's leave.

Effective June 19, 2021, the Town observes Juneteenth as a paid holiday. In 2021, employees may choose to observe the Juneteenth holiday as a floating holiday within the calendar year and expires on December 21st, 2021. Moving forward in 2022, Juneteenth will be observed on the actual holiday and treated as the other holidays listed above.

The floating holiday and personal holiday are use it or lose it. Employees must request the time off in the Paid Time Off Request system at least two (2) weeks in advance. Approval is subject to the Department Head's discretion based on the number of employees absent that day to ensure the department is operational and properly staffed.

Employees are eligible to use floating holidays and personal days after six (6) months of employment. Employees are eligible for paid time off on the remaining holidays listed above from their employment start date.

VACATION/ANNUAL LEAVE

Accrual Rate

Number of Months of Continuous Employment	Number of Hours Per Year
0 to 48	80.00
48 to 120	120.00
120 or more	160.00

No officer or employee shall be entitled to utilize accrued vacation time until such officer or employee shall have completed six (6) months service with the Town.

No vacation time shall be granted in advance of accrual thereof.

All vacation schedules shall be determined by the department heads giving recognition to the seniority of officers or employees in the determination of when vacation time shall be granted.

An officer or employee may use accrued vacation time for sick leave provided such officer or employee has used all existing accrued sick leave time.

An officer or employee may divide his or her vacation time as is desired with the prior approval of such officer's or employee's supervisor. Employees will use whole hours, partial hours, or full days for any PTO request.

Annual leave shall be requested in advance using the appropriate form and submitted to the department head who shall have the right to determine if the work schedule permits the absence of the employee during the requested period. Vacation leave may be denied when department operations are hindered due to staff scheduling, workload assignments or a legitimate emergency exists.

Upon reasonable notice to the employee a department head may require an employee to use annual leave.

Accumulation of Annual Leave Credits

Earned leave not used during the calendar year in which it is eligible to be taken may be carried over or accumulated to the following calendar year. Employees with accrued vacation leave in excess of eighty (80) hours and who have utilized at least eight (80) hours of leave time during the fiscal year, may be allowed to make an election during one month of the year (to be determined by the Town Manager or designee) to sell the excess vacation leave time back to the Town, subject to available funds, at the discretion of the Town Manager or designee. An employee may request the Town Manager or designee to provide an extension of those hours above the amount set forth herein for a period not to exceed twelve months. All time sold will be deduction from the vacation time accumulation.

Upon the effective date of termination of employment with the Town an employee shall be entitled to a lump sum payment for earned and unused annual leave not to exceed 400 hours. The effective date of termination shall be the last day worked.

SICK LEAVE

Accrual Rate

All full-time employees of the Town shall accrue sick leave time at the equivalent rate of one day (8 hours) for each full month of continuous service. Full month means a full calendar month starting on the first day of the month.

Rules

Sick leave is intended to be used for personal illness, injury or quarantine due to exposure to contagious disease for the employee. Sick leave may also be used for medical or health treatment which cannot be arranged outside of working hours. Sick leave may be used for illness or death in the immediate family. Immediate family is defined as the spouse, grandparents, brothers, sisters, children, and grandchildren of both the employee and the spouse. Sick leave may also be used for reasons of pregnancy and maternity. Employees shall be entitled to utilize accrued sick time immediately upon their employment start date. Any sick time off taken without accrued sick leave will be unpaid. Employees may be subject to disciplinary action for abuse of sick leave.

Conversion to Special Vacation Time

Employees shall be entitled to convert one-fourth (l/4) of each year's accrued, but unused, sick leave time to special vacation time. Such special vacation must be used during the calendar year following the one in which it was accrued. Conversion must be requested within the first two (2) weeks of a calendar year or it shall be disallowed. Thereafter, it shall be disallowed (if the conversion privileges of this paragraph have been exercised) and the credits shall revert to the employee's sick leave balance.

Payment for Accumulated Sick Leave

Every employee or beneficiary in the event of death, upon termination for whatever reason shall be entitled to receive payment for accrued sick leave. Such payment is limited to a maximum of five hundred dollars ($500.00).

Use and Restrictions

Any officer or employee who shall utilize three (3) or more days of sick leave on a continuous basis shall submit to his department head a doctor's certificate as to the illness or injury for which sick leave was utilized.

The Town shall have the right to require a doctor's certificate for any officer or employee reporting in as sick, as well as the right to visit the place of confinement of the sick or ill officer or employee.

If an officer or employee repeatedly utilizes sick leave, the Town shall have the right at the Town's expense to require such officer or employee to submit to a physical examination by a doctor selected by the Town to determine if such officer or employee is physically fit for continued employment by the Town.

Employees are required to notify their immediate supervisor on the first day of sick leave not later than thirty (30) minutes before the shift of which they are employed is scheduled to report for duty. This shall be followed for each day the employee is unable to work unless prior approval is given by the department head. Failure to comply may result in the absence being charged as leave without pay.

In the event an employee repeatedly uses sick leave or is on leave for an extended duration, the Town shall have the right at Town expense to require the employee to submit to a physical examination by a physician designated by the Town to determine if the employee is physically fit for continued employment.

Job Injury Workers Compensation and Use of Sick Leave

Employees who are eligible to receive workers' compensation (including temporary employees) are entitled to work-related injury leave with full pay for up to five scheduled workdays (40 hours or normal number of hours scheduled in a week). This leave, for illness or injury arising out of and in the course of employment, is not charged to vacation leave or sick leave.

Absence from work of five days or more due to a work-related injury shall reduce the 12 weeks of eligibility for family/medical leave.

Employees receiving workers' compensation for job-related injuries or disease may use sick and/or vacation leave to supplement the payment up to, but not to exceed, their regular rate of pay.

After all sick and vacation leave has been exhausted, employees are not entitled to leave or pay benefits other than workers' compensation. Employees may be put into a leave without pay status during this time without adjustment in the service date.

For a regular employee disabled with a work-related injury, a position shall be held open if the department can function with the vacant position. At some point (not later than one year after the date of injury) the employee, if unable to return to work, shall be separated from Town employment. If during the one-year period following the injury the separated employee is released by the attending physician for any kind of work duty, the employee shall be entitled to benefits

under the reduction-in-force policy.

JURY DUTY

An employee required to render jury service shall be entitled to be absent from work during that service and shall be paid the difference between any payment received for jury duty and the employee's regular salary.

BEREAVEMENT/FUNERAL LEAVE

Leave may be granted by an employee's immediate supervisor without loss of pay for death in the immediate family. Up to three (3) business days or twenty-four (24) hours of pay shall be allowed an employee to attend a funeral within an immediate family. Immediate family shall include spouse, domestic partner, mother, father, children, brother, sister, grandparents, in-laws, stepchildren, grandchildren, aunt, uncle, first cousin, or anyone living in the employee's household. Employees are required to submit proof of death within 2 weeks of the bereavement leave. Proof includes a death certificate or other documents confirming the date of the death or the date of the funeral/burial/viewing service. Photographs are **not** acceptable supporting documents.

FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 (FMLA), an employee may be eligible to request and receive an unpaid leave of absence as outlined below.

Eligibility

All regular full-time or part-time employees who have worked for the Town for at least twelve months and for at least 1,250 hours during the twelve months preceding the start of the leave shall be eligible for leave under this policy.

Conditions of Leave

Leave may be taken only for the following reasons:

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a twelve-month period for:

- the birth of a child and to care for the newborn child within one year of birth.
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
- to care for the employee's spouse, child, or parent who has a serious health condition.
- a serious health condition that makes the employee unable to perform the essential functions of the employee's job.
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or

parent is a covered military member on "covered active duty;" or

- Twenty-six workweeks of leave during a single twelve-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

If medically necessary for a serious health condition of the employee or spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Town may require an employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence, provided the position has equivalent pay and benefits.

Any leave granted due solely to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the Town and must be completed within twelve months of the qualifying event.

Spouses who are both employed by the Town are entitled to a combined total of twelve weeks (rather than twelve weeks each) for the birth or adoption of a child.

Any accrued vacation/PTO/sick leave, as applicable, must be taken concurrently as part of the twelve weeks of leave requested.

In determining eligibility, the twelve-month period shall be calculated by using a rolling 12- month period measured backward from the first day of the new leave period the employee is requesting. Any requests for FMLA extensions may be granted at the sole discretion of the Town Manager.

Notification Requirements

When need for leave is foreseeable, such as the birth, adoption or placement of a child, or planned medical treatment, the employee must provide thirty days' notice to an immediate supervisor and must make efforts to schedule leave so as not to disrupt Town operations. If the need for leave is not foreseeable, notice must be given as soon as practicable, generally within one or two days of learning of the need for leave.

Request Procedures

All requests for family and medical leave should be made by contacting the Human Resource department. If possible, the request should be made thirty (30) days in advance of the effective date of the leave. The Human Resource department shall ask for the following information:

- The date FMLA leave shall begin.
- The probable/approximate duration of the leave; and
- The qualifying reason for the leave.

The employee shall be sent a packet indicating initial eligibility with instructions to complete the Certification of Physician or Practitioner form and return the form to the Human Resource department where final approval shall be determined.

If the employee takes leave without previously advising the Town of the medical or family reasons for leave and desires that leave be counted as FMLA leave, the employee must notify an immediate supervisor within two business days of returning to work that the leave was for an FMLA reason.

Status of Employee Benefits During Leave

Employee health insurance benefits shall be maintained as if the employee were actively working, but at the employee's expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Basic life insurance benefits shall continue at no additional cost to the employee. Optional life insurance and personal accident insurance (if applicable) may be continued at the employee's expense.

Benefit accruals, such as vacation, sick leave, or holiday benefits, shall be suspended during the unpaid leave and shall resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the Town with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee shall be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the Town shall assume that the employee has resigned.

MILITARY LEAVE

A military leave of absence shall be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees shall be paid full pay for the first thirty days of military leave in accordance with Chapter 115, Florida Statutes. After the first thirty days of military service and upon presentation of satisfactory military pay verification data, employees shall be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

Employees are entitled to up to 240 hours (annually) paid administrative leave for reserve or guard training in accordance with Section 115.07, Florida Statutes.

Continuation of health insurance benefits is available as required by Florida law and USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Leave benefits shall continue to accrue during a military leave of absence.

Employees on military leave for up to thirty days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

An employee returning from military leave shall be placed in a position otherwise attained had employment continued or a comparable position depending on the length of military service in accordance with USERRA. The employee shall be treated as though employment were continuous for purposes of determining benefits based on length of service.

Contact the Human Resource department for more information or questions about military leave.

DOMESTIC AND SEXUAL VIOLENCE LEAVE OF ABSENCE

In accordance with Florida Statutes, Section 741.313, any employee employed by the Town for three (3) or more months may request and take up to three (3) working days of leave from work in any 12-month period if the employee or a family or household member is the victim of domestic violence or sexual violence. The leave may be paid or unpaid, but an employee must use all applicable paid annual, personal, sick, and/or other applicable paid leave prior to being eligible for unpaid leave.

An employee seeking domestic or sexual violence leave must provide the Town with written notice of his or her request for leave as far in advance of the desired leave as possible. The request should be submitted to the Human Resource Department. If the need for leave is not foreseeable, the employee must provide notice (verbal or written) as soon as is practicable under the facts and circumstances of the case and in accordance with his or her department's procedures for unforeseeable absences.

A request for domestic violence or sexual violence leave must be supported by certification issued by an authorized person such as a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center or domestic violence shelter. The certification will be sufficient if it indicates that the employee is being subjected to domestic or repeat violence, or sexual violence, and needs time off to attend to one of the matters.

To the extent possible, information regarding the employee's request for leave under this policy will be kept confidential.

If the employee took leave to obtain or receive medical and/or dental assistance for him/herself, the employee must provide a fitness for duty certification from the employee's health care provider in order to return to work. The Town will specify the information that must be provided on the fitness for duty certification. The employee must pay the cost of obtaining the fitness for duty certification and the employee is not entitled to be paid for the time or travel costs spent to obtain the certification. If the employee fails to provide such a certification before the leave ends, the Town may delay the employee's restoration to employment until the fitness for duty certification is provided to the Town. If the employee never produces the certification, the employee may be terminated from employment.

The taking of leave will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

Upon his or her return to work from a domestic or sexual violence leave, the employee shall be entitled to: restoration to the position of employment held by the employee when leave

commenced; or restoration to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. However, an employee taking domestic violence leave for three (3) days or less will be restored to the same position held by the employee at the time leave commenced.

An employee on domestic or sexual violence leave must periodically report to the Human Resources Department on the status and intention of the employee to return to work.

The Town prohibits discrimination or retaliation against any employee for exercising his or her rights under this policy. If an employee believes that he or she is being retaliated against, the employee must report the retaliation to the Human Resources Department.

DEFINITIONS

Domestic violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member, or any crime the underling factual basis of which has been found by a court to include an act of domestic violence.

Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Sexual violence means sexual violence, as defined in Florida Statutes § 784.046, or any crime the underlying factual basis of which has been found by a court to include an act of sexual violence. Florida Statutes § 784.046 defines "sexual violence" to mean any one incident of: (1) sexual battery; (2) a lewd or lascivious act, committed upon or in the presence of a person younger than 16 years of age; (3) luring or enticing a child; (4) sexual performance by a child; or (5) any other forcible felony wherein a sexual act is committed or attempted, regardless of whether criminal charges based on the incident were filed, reduced, or dismissed by the State Attorney.

UNPAID LEAVE/LEAVE WITHOUT PAY-

Any regular employee who has been employed with the Town for a period of twelve (12) continuous months may be granted a leave of absence without pay for a period not to exceed twelve (12) weeks. Failure to return to work at the end of the leave without pay, may be grounds for termination.

In no instances shall an employee be granted a leave without pay until all accumulated paid leave is used.

The reason for such leave shall be attributable to an extraordinary condition not directly covered by the provisions of the Family and Medical Leave Policy.

Requests for leave without pay must be submitted in writing and approved by the Town Manager.

No annual or sick leave shall be accrued while an employee is on leave without pay.

Employee health and life insurance benefits may be maintained as if the employee were actively working, but at the employee's expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Employees who qualify for a leave without pay shall initiate a request for such leave by sending a written request to their immediate supervisor. Such request shall be made not less than two (2) weeks prior to the requested leave date unless it is an unforeseeable emergency. Such request shall include the purpose of the leave and an estimate of the amount of time needed for such leave. The leave approval is 100% subject to discretion by the Town Manager.

LEAVE DONATION POLICY

The Town recognizes that employees may have a family medical emergency or be affected by a major disaster, resulting in need for additional time off in excess of their available paid time off accruals. To address this need, all eligible employees will be allowed to donate accrued sick or personal leave hours from their unused balance to their co-workers in need of additional paid time off. This policy is strictly voluntary.

- Employees must be employed with the Town for a minimum of one (1) year to donate and/or receive donated sick/personal time.
- Recipient identity will not be disclosed to the donating employees.
- Employees may not donate more than fifty percent (50%) of their current balance.
- Employees cannot borrow against future sick/personal time to donate.
- Employees who receive donated sick/personal time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

Nothing in this policy will be construed to limit or extend the maximum allowable absence under FMLA.

SEPARATION FROM EMPLOYMENT

VOLUNTARY TERMINATION

Voluntary Terminations are initiated by the employee and include

1. Resignation – voluntary employment termination initiated by an employee.
2. Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Notice Required for Voluntary Terminations

1. All regular full-time and part-time employees are requested to give a minimum of two (2) weeks' notice, in writing, prior to leaving Town employment in order to resign in good standing.
2. Department heads and other management personnel are requested to give a minimum of thirty (30) days' notice in order to allow for adequate replacement in order to resign in good standing.
3. In the case of retirement, it is recommended that an employee provide the Town with as much notice as possible; a minimum of 6 weeks is requested. This advance notice shall ensure that retirement issues are satisfactorily addressed prior to the actual date of retirement.

DISCHARGE/INVOLUNTARY TERMINATION

Discharge is an involuntary employment termination initiated by the organization generally for cause.

LAYOFF AND RECALL

If the Town determines that a reduction in staff or "layoff" is necessary, affected employees shall be notified of the effective date, pertinent benefits information and possibility of recall, if any as soon as it is practical.

All layoffs and recalls of positions shall be based upon the Town's operational needs, financial position and the employee's employment history, performance and job-related qualifications and abilities as determined by the Town. Seniority may also be considered in making non-union layoff and recall determinations.

IMPACT ON BENEFITS

Employee benefits shall be affected by employment termination as follows. All accrued, vested benefits that are due and payable at termination shall be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee shall be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

EXIT INTERVIEW

In the event of separation, voluntary or involuntary, the employee is encouraged to engage in an exit interview with the Human Resource department.

All employees who resign in "good standing" must take part in exit interviews to be eligible for rehire. The exit interview is on the clock and the employee shall be paid for participating.

RETURN OF PROPERTY

An employee separating from employment with the Town shall return all Town-owned equipment, uniforms, property, Town identification badges, and all building and equipment keys before picking up a final paycheck. The Town may not and shall not withhold earnings for failure to return

property but shall take appropriate action including legal prosecution for any Town-owned items that are not returned by a separating employee.

DISCIPLINARY ACTION

It is the intention of the Town to utilize disciplinary action in a constructive manner to motivate the employee toward proper conduct in the future. Situations of a minor nature are expected to be handled informally by the employee's immediate supervisor and may result in a verbal warning which may be documented and retained in the employee's personnel file.

Formal disciplinary action shall be administered by the Department Head in coordination with the Town Manager.

Suspensions and discharge are officially administered by the Town Manager. Department Heads may submit or be requested to submit recommendation for suspension or discharge to the Town manager for review.

Disciplinary actions may include any or all the following, which are not necessarily administered in order, nor are all types of disciplinary action required prior to discharge. The Town may immediately discharge an employee.

1. Verbal Reprimand is a verbal notice to an employee that his/her behavior or performance must be improved or corrected. A written record of the oral reprimand shall be placed in the employee's personnel file and a copy provided to the employee.
2. Written Reprimand is a written notice to an employee that his/her behavior or performance must be improved or corrected. Written reprimands shall be placed in the employee's personnel file and furnished to the employee.
3. Suspension is the temporary removal of an employee from duty, with or without pay. Suspensions shall vary in length depending upon the seriousness of the offense or frequency of occurrence. Suspensions shall be documented and placed in the employee's personnel file.
4. Discharge (also may be referred to as Dismissal or Involuntary Termination) is the removal of an employee from the employ of the Town.

Employees may submit written explanations or responses to disciplinary actions to their personnel file. In some cases, particularly discharge, an employee may have certain additional due process rights.

PERFORMANCE IMPROVEMENT PLAN (PIP)

In efforts to rectify disciplinary action, an employee may be placed on a performance improvement plan (PIP). The purpose of this plan is to provide the employee the opportunity to correct performance and behaviors in the workplace. Employees on a PIP will be evaluated periodically by the department manager in efforts to measure progress.

A staff member whose performance, attendance, or conduct does not meet the Town's standards will receive a written warning/counseling and will be provided a clarification of expectations along with a 90-day time period to demonstrate improvement. The manager placing the employee on a PIP is required to document the meeting by outlining the topics discussed during the meeting,

goals for improvement, and activities which the employee must complete with a corresponding timeframe.

If the deficiencies are not corrected during the allotted time, termination procedures should be followed.

If staff member's performance, attendance, or conduct improve, the employee will have successfully completed the PIP and no further disciplinary action shall be taken.

CAUSES FOR DEMOTION, SUSPENSION OR DISMISSAL

A permanent employee may be demoted, suspended, or dismissed when, in the judgment of the department head the employee's work or misconduct so warrants. When the department head takes such action, he or she shall file a written notification with the Town Manager and the Human Resource department containing a statement of reasons for the action. The employee shall be notified of the effective date of the action. Employees may be demoted, dismissed, or suspended without pay for violation of these rules which include, but are not limited to, the following:

1. Violation of town and/or personnel policies, procedures or rules.
2. Incompetency or inefficiency in the performance of assigned duties.
3. Offensiveness or unequal conduct or treatment toward fellow employees or the public.
4. Violation of any lawful official regulation, or order, or failure to obey any lawful and reasonable direction given by a supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in lower morale in the organization or result in a loss, inconvenience, or injury to the Town's service or to the public.
5. Solicitation or taking for personal use a fee, gift, or other valuable thing in the course of work, or in connection with it, when such fee, gift, or other valuable thing solicited or given might be construed to be a means of receiving a favor or obtaining better treatment than that accorded other persons either on a present or future basis.
6. Failure to pay or make reasonable provisions for payment of just debts owed the Town in a timely manner.
7. Conviction of a felony or other serious crime.
8. Inattention to duty, tardiness to excess, laziness, carelessness, and unnecessary breakage or loss of property.
9. Absence from work for three (3) business days in a row without proper notification to immediate supervisor as required by the personnel policies and procedures.
10. The employee has been subject to an excessive number of accidents, resulting in personal injury, injury to others, and/or Town property.
11. The employee has been guilty of attempting to use political influence in securing or attaining a position or salary increase. Soliciting elected officials to intercede for or attempt to influence officers or supervisory employees in personnel matters shall be construed as violations of these rules.

12. Dishonesty in connection with assigned duties and responsibilities as an employee of the Town.
13. Immorality or lack of integrity in connection with assigned duties and responsibilities as an employee of the Town.
14. Excessive absenteeism and/or abuse of time off.
15. Violation of departmental rules.
16. Willful violation of any safety rule or practice.
17. Guilty of conduct unbecoming of an employee of the Town's service whether on duty, or off.
18. Intoxication while on duty, or use of alcoholic beverages, or any form of intoxicants, or narcotics, except such drugs as are being used upon the advice and prescription of a physician, during working hours.

None of the foregoing shall be deemed to prevent the demotion, dismissal, or suspension of an employee for any reason which is justifiable, even though such cause is not among those enumerated, provided, however, that an employee shall have the right of appeal. Any action taken against an employee for violation of these rules shall take into consideration the employee's service record.

EMPLOYEE ARREST OF CHARGE

POLICY

As a condition of employment with the Town of Pembroke Park, employees are required to notify their immediate supervisors, no later than the next working day, when an employee has been arrested or when information has been filed by a prosecuting official against him/her for an offense or violation of law and/or when the employee is indicted by a Grand Jury. This shall include, but not be limited to violation of probation, promise/notice to appear, injunction for any prohibited violent or threatening behavior, or moving traffic violations. Failure to notify shall result in appropriate disciplinary action, including termination of employment.

Under no circumstances may the employee report for duty without prior consent from the Human Resources Director following an arrest/indictment, promise to appear, or conviction.

PROCEDURE

The Town will conduct its own independent investigation taking into consideration the employee's testimony and will review any police report or other available documents. The Town will evaluate each arrest/indictment on a case by case basis taking into consideration multiple factors including:

- The nature and severity of the alleged incident or crime,
- The totality of circumstances surrounding the incident,
- The employee's job responsibilities, job location, and potential interaction with employees and the public,

- Employment record of the employee (e.g., performance, length of service, etc.)
- Circumstances that adversely affect the staff member's attendance,
- The future potential for conflict that may arise,
- Any other factors the Town, in its sole discretion, deems relevant.

If the employee pleads nolo contendere or guilty, enters into a plea agreement including pre-trial intervention or is tried and found guilty of any felonious charge and/or crime involving dishonesty or moral turpitude, the employee may be immediately terminated from Town of Pembroke Park employment. In the event such person is tried and acquitted, or the information or indictment is dismissed or quashed, the Town Manager will review his/her employment status to determine whether reinstatement or continuing employment is appropriate.

Employees arrested or indicted by a Grand Jury or on whom information has been filed by a prosecuting official for a felonious offense, a crime involving dishonesty or moral turpitude, or a charge that could be related to their work, may be placed on Administrative Leave with or without pay with approval of the Town Manager.

If an incident or charge is directly work related, or the offense is of a serious nature, nothing shall preclude the Town from initiating disciplinary action independent of any judicial hearing or proceeding.

Employees are also required to notify the Human Resources Director of the outcome of all criminal drug statute or alcohol related criminal charges on the next business day after any change in status, including the notification of a conviction, a plea of guilty, an adjudication of guilt, a plea of nolo contendere, an adjudication withheld, an acquittal or a dismissal of the charges. A failure to report a drug or alcohol conviction to the Town within the applicable time periods will result in immediate termination of the employee, unless good cause exists for the employee's failure to report the conviction to the Town

EMPLOYEE PROCEDURAL RIGHTS

INVOLUNTARY TERMINATION AND PROCEDURAL RIGHTS

The Town Manager, Divisional Directors, and Chartered Positions serve at the pleasure of the Town Commission. All other employees shall be terminated by the Town Manager.

Terminated employees have certain due process rights prior to discharge or other adverse employment decisions if they have a liberty or property interest that is affected by the adverse employment action.

Where an employment decision could be stigmatizing to the employee, and the Town intends to place a record of the action in the employee's personnel file (which makes it potentially subject to public disclosure) or if the action would foreclose a definite range of future employment opportunities, an employee shall be provided notice of the action and an opportunity to respond prior to the employment action.

Stigmatizing reasons for discipline or discharge may include dishonesty, immorality, moral turpitude, criminality, racism, harassment, falsifying forms, drug use, engaging in prostitution, use

of position to obtain kickbacks or other privileges, or other charges impugning the employee's moral character.

Charges of incompetence, negligence, poor attendance, insubordination, failure to meet performance standards, failure to submit required forms or documentation and related performance-based criteria have typically been held to be insufficiently stigmatizing to trigger a liberty interest.

In cases where public disclosure of stigmatizing information is possible, the employee shall receive oral or written notice of the charges, an explanation of the evidence and an opportunity to respond and clear his/her name prior to the decision being finalized and documented in the personnel file. The employee shall direct their response to the Town Manager, who may consult with the Town Attorney, Mayor and/or Commission as needed.

This process is a procedural protection and in no way limits the Town's at-will employment status. The findings of the Town Manager are final, shall be stated in writing and provided to the employee as well as documented within the personnel file.

RIGHT OF APPEAL

Any permanent employee who is discharged may appeal such action in writing to the Town Manager within fifteen (15) business days after such action is taken. As promptly as possible, the employee shall be granted a hearing by the Town Manager and the department head concerned, at which time the employee and immediate supervisor may present relevant evidence regarding the action and the reasons, therefore. When the disciplinary action is personally initiated by the Town Manager, the hearing shall be conducted by the Town Commission. During any investigation or hearing, the Town Manager, or the Town Commission may direct any employee to attend and give testimony. Probationary employees who are terminated during the probation period are not permitted the right of appeal.

Any permanent employee who is demoted or suspended may appeal such action by filing a written grievance in keeping with the Town's grievance procedures. Any such grievance shall be filed within fifteen (15) working days from the date of action against the employee.

GRIEVANCE PROCEDURES

The Town intends to provide a constructive, positive work environment in which employees are empowered to contribute to the continuous improvement in the operations and services provided by the Town. To this end a formal grievance procedure is available to help resolve complaints of employees who believe they are not receiving fair treatment in the workplace.

STEP 1: Verbal Communication with Supervisor

Employees are encouraged to share their suggestions, as well as discuss any complaints or issues that may arise related to their employment and work environment with their immediate supervisor within five (5) working days from the time of the occurrence. The supervisor shall provide a verbal response to the complaint within five (5) working days of the discussion with the employee.

STEP 2: Written Communication with Department Head

Should an employee not find adequate resolution through verbal discussion with their immediate supervisor, the employee shall respond in writing to the employee's department head within five (5) working days from the oral response in Step 1.

The employee shall submit a written grievance to their department head which must include:

- ✓ Date of incident,
- ✓ Description of incident,
- ✓ Summary of previous discussion(s) with supervisor regarding the incident,
- ✓ Desired resolution, and
- ✓ Employee's printed name, signature and date of submission.

The department head shall provide a written response to the employee within five (5) working days of the receipt of the grievance.

STEP 3: Written Communication with Town Manager

If the grievance is not resolved in the first two steps, the employee may request a meeting with the Town Manager. This request must be in writing, dated and submitted within five (5) working days after receiving the response from Step 2. The department head shall be copied on the request.

The meeting with the Town Manager and the employee shall occur within ten (10) working days of receipt of the request to meet, or on a date mutually convenient for all parties. At the Manager's discretion this meeting may include the department head and/or supervisor, and/or other Town representatives as appropriate. At the employee's option, the meeting may include a fellow employee or other representative.

The Town Manager, or designated representative, shall provide a written response to the employee within ten working days of the meeting. The Town Manager's response to the grievance is final.

WORK RULES AND CODE OF CONDUCT

The workplace brings together many different types of people whose unique perspectives and individual skills and talents add tremendous value to the Town of Pembroke Park. All employees, officers, and volunteers, at every level within the organization, are expected to treat each other as respected and valuable colleagues. Employees are required to engage respectfully with elected or appointed officials in all forms of communication, both verbal and written.

CODE OF ETHICS

Employees and officials of the Town of Pembroke Park are bound by the both the State of Florida and the Town's Code of Ethics.

FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES

Chapter 112 (Part III) of the Florida Statutes and the "Code of Ethics for Public Officers and Employees" which states in part, that "no officer or employee of a state agency or of a county, city or other political subdivision of the state shall have any interest, financial or otherwise, direct or indirect, engage in any business transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his duties in the public interest."

All Town employees shall be furnished with a copy of Florida Statutes Chapter 112 (Part III) during their orientation. All employees are required to review the Statute along with the employment Rules and Regulations for their respective department. This information shall serve as a guide for employee conduct while in the employ of the Town.

PEMBROKE PARK EMPLOYEE CODE OF ETHICS

Article IX, Chapter 2, 260 of the Town Code states, "Employees of the Town hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official duties. Further, Town employees must act in a manner that promotes public trust and confidence in government with complete transparency and honesty in their services and must avoid even the appearance or perception of impropriety. The Town Commission recognizes that, in the furtherance of these fundamental principles, there is a need for clear and reasonable standards of ethical conduct. This Pembroke Park Employee Code of Ethics establishes those standards." The following sections provide the expected code of conduct employees of the Town shall follow.

Gifts

Town employees shall not solicit or accept any gift, regardless of value, in their official capacity as employees, nor shall they solicit or accept any gift in either an official or personal capacity that may be reasonably perceived to be given to encourage or discourage them from taking any action in connection with their Town employment.

Lobbying

Town employees should avoid even the appearance of impropriety in their interaction and dealings with lobbyists registered with the Town and in their interaction and dealings with Town vendors and prospective vendors.

To promote full and complete transparency, lobbyists, Town vendors, and prospective vendors who intend to meet or otherwise communicate with a Town employee, either at such employee's office or elsewhere on Town government premises, for the purpose of influencing a decision to be made by the Town Commission, a decision to be made by any decision-making body under the jurisdiction of the Town Commission, or a final procurement decision to be made by a Town employee, must complete a contact log as prepared and maintained by the Town Manager. This contact log shall be completed for each individual Town employee with whom the lobbyist, Town vendor, or prospective vendor intends to meet or communicate. The contact log shall be legibly completed contemporaneously with the meeting and shall be available for public inspection in a database designated by the Town Manager.

To further promote full and complete transparency, a Town employee shall disclose any meeting outside of his or her Town office, any telephonic discussion, or electronic communication with a registered lobbyist, Town vendor or prospective vendor, during or in which meeting, discussion or other communication the lobbyist, Town vendor, or prospective vendor seeks to influence a decision to be made by the Town Commission, decision to be made by any decision-making body of the Town, or a final procurement decision to be made by a Town employee.

A Town employee is prohibited from lobbying on behalf of an outside principal or employer for compensation, Town Commissioners, members of any Town Selection/Evaluation committee, or the governmental unit in which he or she is employed. Lobbying does not include providing information, advice or recommendations to any Town Commissioner or member of a Selection/Evaluation committee in furtherance of the employee's job responsibilities. Except as stated in this paragraph, Town employees may engage in lobbying activities provided such activities would not be inconsistent with their public duties or the provisions of Chapter 112, Florida Statutes.

Outside Employment

For purposes of this section, other employment means any compensated employment performed by a Town employee aside from his or her employment with the Town, including any part-time employment, self-employment, or consultant-related employment. Town employees may engage in other employment provided:

1. The other employment will not be inconsistent with the employee's public duties or the provisions of Chapter 112, Florida Statutes; or
2. The individual or business entity for whom the Town employee will engage in other employment is not a vendor under contract with Town or a prospective vendor seeking to do business with Town.

Prohibition on Use of Town Position for Personal or Private Gain

No Town employee shall use his or her municipal position or powers and duties to secure a financial benefit for himself or herself, an immediate family member or any private organization in which he or she is deemed to have an interest.

Future Employment

No Town employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion

pending before the Town employee, either individually or as a member of a Town Committee, while the matter is pending or within the 30 days following final disposition of the matter.

Use of Town Resources

Town resources shall be used solely for lawful Town purposes. Town resources include, but are not limited to, Town personnel, and the Town's money, vehicles, equipment, materials, supplies or other property.

No Town employee may use or permit the use of Town resources for personal or private purposes, but this provision shall not be construed as prohibiting:

1. Any use of Town resources authorized by law or Town policy.
2. The use of Town resources for personal or private purposes when provided to a Town officer or employee as part of his or her compensation; or
3. The occasional and incidental use during the business day of Town telephones and computers for necessary personal matters such as family care and changes in work schedule.

Nepotism

No Town employee or consultant may participate in any decision specifically to appoint, hire, promote, discipline or discharge an family member for any position at, for, or within the Town.

Political Solicitations

No Town employee shall directly or indirectly compel or induce a subordinate employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.

No Town employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining or in any manner changing the official rank, status or compensation of any Town employee, or an applicant for a position as a Town employee, on the basis of the giving or withholding or neglecting to make any contributions in money or service or any other valuable thing for any political purpose.

Elected Public Office

A Town employee seeking elected public office is not permitted to engage in any activity related to seeking the office during working hours or in other ways which might constitute an inappropriate use of Town time and resources or lead to the impression that the Town government endorses his or her candidacy.

The prohibition against the use of Town time and resources in a campaign for elective office includes a ban against using Town equipment, including vehicles, telephones, copy machines, inter-office mail, or other equipment owned by the Town. The employee/candidate is prohibited from participation in campaign activities off duty wearing a Town uniform or driving a Town vehicle.

Town employees are prohibited from soliciting campaign contributions or any in kind gifts to support his or her campaign, including soliciting campaign workers or contributions from among Town employees when the solicitation takes place on duty or when the solicitation could be

reasonably construed as having a connection to a real or expected employment decision. The employee/candidate for public office must avoid the appearance or reality of a conflict of interest between their employment with the Town and the outside candidacy.

A Town employee choosing to run for elected public office must disclose his/her candidacy to the employee's immediate supervisor and the head of their Department within three (3) business days after the time the employee becomes an official candidate by filing the necessary candidate papers. All campaign-related activities by an employee/candidate occurring before official candidacy are also subject to these restrictions.

The employee/candidate must take reasonable steps, with approval by his or her supervisor, to minimize the prospect of a conflict of interest between the employee/candidate's work duties and campaign activities. These steps may include the use of annual leave, personal days, or unpaid leave of absence following approval in advance by his/her supervisor pursuant to Town policies.

Confidential Information

No Town employee who acquires confidential information in the course of exercising or performing his or her powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers or duties.

Enforcement Procedures

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics is vested in the Town Manager. A Town employee may appeal the decision of the Town Manager by filing a written appeal to the Town Commission within fifteen (15) business days of the final decision of the Town Manager is rendered. The Town Commission may affirm, modify or reverse the disciplinary decision rendered by the Town Manager.

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics by the Town Manager, Directors or any Chartered Position is vested in the Town Commission.

Town Commission shall have the authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics when the Town Manager fails to do so, or when the Town Commission determines that such investigation is required.

FREEDOM OF INFORMATION ACT AND PUBLIC RECORDS ACT

It is the policy of the Town of Pembroke Park to comply fully with the Freedom of Information Act. All individuals are entitled to certain and specific information regarding the affairs of government and the actions of public officials and public employees.

All FOIA requests are to be immediately directed to and processed by the Town Clerk or his/her designee. Requests for public information may be either oral or written and ideally are handled within five business days after the request has been received. In some cases, an extension may be required, and certain information may be denied or redacted. Originals of any documents shall not be allowed to leave Town property, and the costs associated with compiling and providing the information shall be charged.

PUBLIC RECORDS

Under no circumstance may an employee remove documents, photos, reports, personal or personnel information or any sensitive material that is the property of the Town of Pembroke Park.

Employees found to be in violation of this policy may be disciplined, up to and including discharge.

PERSONAL CONDUCT

All persons employed by the Town must remain constantly aware of their responsibilities to the public and of the fact that they are representatives of the Town. It is expected that their conduct and appearance shall be commensurate with the positions which they hold.

Town employees are frequently called upon to express opinions and to provide information concerning the Town government, its operations and its policies. Expressions of opinions should be carefully weighed in the light of their probable affect and should be based upon facts within the knowledge of the employee. A Town employee is not deprived of the rights of citizenship which affords the right of free speech. He should be keenly aware of responsibilities and privileges as an employee of the Town and understand that personal opinions shall often be interpreted by others as representing the official opinion of the Town.

Employees shall be well informed concerning the policies and operations of Town government. Such responsibilities increase with the importance of the position held. Admitting lack of knowledge concerning a question asked is far superior to an incorrect answer, but if the situation requires it, the employee, under such circumstances, should refer the questioner to the proper source of information or obtain the actual facts and inform the person making the inquiry.

Employees are expected to refrain from repeating rumors and from creating dissension within the organization.

Employees shall visit departments other than those in which employed only on official business. Reasonable breaks in routine work may be taken as long as the privilege is not abused but loitering is expressly forbidden. Any employee who has completed assigned tasks, or the work for which that employee is responsible shall report to a supervisor for assignment of other duties.

OUTSIDE EMPLOYMENT GUIDELINES

Full-time Town employees wishing to hold supplemental, part-time employment in addition to his or her Town employment must request approval in writing to their department head and must do so each year that supplemental employment is held on their Town anniversary date.

The request should include the:

- Name of the employer.
- Nature of the employment and duties to be performed; and
- Approximate number of hours to be worked per week.

The Town Manager shall determine whether a conflict of interest exists or if the employee's ability to effectively perform their Town work shall be hampered and shall inform the employee in writing of his or her determination.

A conflict of interest may include, but is not limited to:

- Any employment, activity, or enterprise which involves for private gain the use of the Town's time, facilities, equipment, supplies, or prestige or influence of the Town Office.
- Any activity which involves receipt or acceptance of any money or other consideration from anyone other than the Town for performance of an act with the employee should be required or expected to render in the regular course of their Town employment.
- Any activity which involves a performance of an act other than in their capacity as a Town employee which may later be subject to the control, inspection, review, or enforcement by the employee or the department in which they work; or
- Any activity which involves so much of an employee's time that it impairs their attendance or efficiency in the performance of their duties.

Employees may not wear a Town uniform, work shoes/boots, or any other apparel furnished by the Town in performing outside work. Outside work may not be performed during regularly scheduled Town work hours or at a Town facility, and no Town resources, equipment, tools or supplies may be used for outside work.

POLITICAL ACTIVITY AND VOTING TIME

All employees should register to vote and should exercise this privilege at each opportunity afforded. It is Town policy that it is in the public interest and at governmental benefit to remove career employees from the arena of partisan political activity. Florida statutes impose certain restrictions on the political activities of state, county, and municipal officers and employees.

Also, those employees in positions supported in whole or in part by Federal funds may be subject to those restrictions contained in the federal "Hatch Act." The following prohibitions shall apply to all Town officers and employees:

- No person shall promise, attempt, or use political position, influence, or coercion in an effort to erode the merit system nature of the Town work force by patronage or favoritism for past or future political influences or services, either implied or actual.
- The Town of Pembroke Park shall not permit the use of its equipment, property, facilities or supplies for partisan political purposes.
- Employees shall not take an active political role on behalf of any candidate or incumbent for Town elective office.
- Employees shall not be solicited for contributions or any other sort of support or influence for any political party, office, or candidate, either from other employees, superiors, elected officials, or candidates.
- A Town employee who becomes a candidate for any public elective office shall, at the time of formally qualifying, resign in good standing from the Town service in accordance with Florida elections and resign to run applicable laws.

Violations of any of these restrictions shall result in disciplinary action including discharge, as determined by the provisions of these rules.

Full-time regular employees shall be granted one (1) hour off to vote at the start or end of their shift,

provided such time does not result in the Town having to replace employees at overtime rates of pay and coverage is maintained in, each department.

Employees interested in utilizing voting time must request the use of such time at least twenty-four (24) hours in advance of using such time. Granting the use of such time under all conditions shall be made at the discretion of the department head.

Active political campaigning or solicitations for political contributions while on duty is strictly prohibited.

POLITICAL ACTIVITY AND GENERAL SOLICITATION

The Town does not discourage political participation or activity. However, certain restrictions are imposed to ensure the integrity and impartiality of the Town. In this regard:

- Employees of the Town shall not engage in political activities on behalf of a candidate for partisan or non-partisan election during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee. This includes distributing or circulating literature or paraphernalia for or against an issue or candidate.
- Solicitation and/or distribution of literature, including signing and circulating petitions for candidates, propositions and other political matters, is prohibited during working hours or in work areas. Working hours include the actual working time of both the individual performing the solicitation or distribution and the employee to whom it is directed.
- Employees of the Town shall not solicit, receive or in any way participate in soliciting or receiving any assessment, subscription or contribution for any political party or any political purpose whatsoever, during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee.
- Employees involved with political campaigns shall do so as private citizens. Employment status with the Town shall not be referenced when campaigning for or against any candidate or ballot issue, question or proposal. Employees involved with political activity shall neither claim to represent the Town nor claim their views or opinions reflect the views or opinions of the Town.
- Equipment, materials and supplies belonging to the Town, including the Town's letterhead, business cards or other such material supplied by the Town, shall not be used in support of political activities.

Employees who become candidates for the Town Commission of the Town of Pembroke Park shall be required to take a leave of absence without pay when that employee complies with the candidacy filing requirements or sixty (60) days before any election relating to that position, whichever date is closest to the election. Employees who are elected to Town Commission must resign their Town employment prior to the commencement of their term of office.

CUSTOMER SERVICE

The Town of Pembroke Park always requires employees to represent the Town in a positive manner and treat customers and residents with courtesy and respect .

Employees should be prepared to listen patiently to complaints and deal with them in a helpful, professional manner. Residents or customers who become unreasonable, abusive or harassing should be

referred to the employee's supervisor.

PUBLIC STATEMENT/PRESS CALLS

Unless otherwise delegated, the Town Manager is the official designated spokesperson for Town staff. Employees should refer all requests for formal statements, interviews, and related activities to the Town Manager. Employees may not make formal statements on behalf of the Town, except in cases of sharing routine, information, without prior authorization.

THE WORKPLACE AND TOWN RESOURCES

APPEARANCE

Your appearance is important to demonstrating the professionalism of Town organization. For this reason, each employee is expected to report for work each day with appropriate hygiene, appearance and attire for his or her position.

Personal cleanliness is a must for all employees. Body odors, strong perfume or smoke may all be particularly offensive to the public or coworkers. Employees should take pride in their personal hygiene and appearance and report to work clean and groomed appropriately.

Attire should be consistent with job responsibilities and should not jeopardize the safety of the employee or distract others. Anyone reporting to work in inappropriate clothing shall be sent home to change.

It is impossible to describe or define every possible acceptable or unacceptable example of attire. Clothing should be in keeping with the image of a professional organization; the following is prohibited:

- Excessively worn, torn or dirty clothing,
- Clothing with suggestive or offensive logos, pictures, insignia, etc.,
- Very tight, revealing or otherwise sexually suggestive clothing, and
- Exercise attire including "sweats"

If in doubt, ask prior to wearing the item. Your supervisor shall determine whether attire is acceptable.

USE OF TOWN RESOURCES

Vehicles, materials, facilities and equipment owned by the Town are intended for Town business use only. Further, Town employees are expected to perform work related only to Town business while on work time. Specifically:

1. Mail & Letterhead - Employees may not use the Town's postage for personal mail. Additionally, employees should not routinely receive personal mail or package deliveries while at work. Town letterhead is to be used for official Town business only.
2. Phone - All phone lines are to be kept available for the Town's business. Personal calls must be held to a minimum. Employees are expected to reimburse any expense

associated with personal long-distance calls or excessive personal calls made using a Town telephone.

3. Cell Phone - Personal calls on Town cell phones are to be held to a minimum and are allowed provided only where personal use does not result in an overage of the contracted minutes. If the minutes are exceeded, the employee is required to pay the additional charges or costs.
4. Vehicles – Town-owned vehicles are to be used for official Town business only, unless otherwise approved by the Town Manager.
5. Equipment, Facilities and Supplies - Equipment, facilities and supplies are to be used for Town business only, including tools, machinery, computers, copiers, faxes and other office machines.
6. Personnel – Town personnel are only to perform work related to Town business and/or projects while on work time.

The Town's resources, including Town vehicles, may not be borrowed for personal use by employees.

EMPLOYEE IDENTIFICATION

It is the policy of the Town of Pembroke Park that all employees be photographed as a method of establishing proper identification and records for the employee. The identification shall be handled by the IT department during orientation.

The IT department shall issue picture identification cards to all employees except for the Fire Department.

Town identification cards are to be presented upon request. The cards are only to be used for employment purposes.

Upon separation of employment, identification cards shall be turned into the employee's department and submitted to the IT department along with a completed "Town Property Form" which shall authorize the tendering of the employee's last paycheck.

Employees are to report lost identification cards immediately. Replacement identification cards shall be reissued at a fee of five dollars ($5.00) each.

Upon expiration, the identification card is to be exchanged for a new card.

Identification cards shall expire five (5) years from the date of issuance and it shall be the employee's responsibility to get a new one from the IT department.

KEY DISPERSAL

Keys to Town buildings, facilities, vehicles or equipment may be issued to employees. Keys should never be duplicated, given or lent to anyone else, including a fellow employee, without prior approval from the Department Director. Lost or stolen items must be immediately reported to the Town Manager. All keys must be returned to the original employee immediately to prevent lost keys.

Uniforms and Safety Attire

The Town may issue directly, provide allowance for, or reimburse employees in certain departments for safety attire, work shoes/boots, uniforms, etc. These items are to be clean and worn with reasonable care. The Town shall replace worn or damaged items as needed and within reason, generally not more than once per year. Town attire or uniforms are considered Town property and are to be worn while on duty for Town business only.

Personal Articles in the Workplace & Search of Property

The Town is not responsible for lost or damaged personal articles brought into the workplace. All property belonging to the Town, including Town vehicles, computers, phones, desks, file cabinets, lockers and other storage areas, is subject to inspection or search at any time without notice to retrieve work-related materials or to investigate a violation of workplace rules. Employees should not have any expectation to privacy regarding Town premises.

Personal Workspace & Displays

Personal workspace is also considered property of the Town and is oftentimes accessible and viewable by co-workers and the public. Reasonable, tasteful displays of personal pictures, decorations, and related items are acceptable. However, any personal displays that violate harassment, code of conduct, or other policies shall be addressed as a violation according to those procedures. Your department head and/or the Town Manager have the final authority to determine what is acceptable.

Smoke-Free Workplace

In its commitment to providing a safe, healthy, and comfortable workplace for all employees, the Town of Pembroke Park maintains a smoke and tobacco-free environment. No smoking or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, snuff, electronic cigarettes, or chewing tobacco) is permitted in any Town workspace (indoor and outdoor) or in vehicles owned, leased, or rented by the Town.

The Town of Pembroke Park does not employ individuals who have used tobacco products within twelve (12) months of submitting an employment application. All applicants for employment must sign an affidavit certifying that they have not used tobacco or tobacco products for at least twelve (12) months immediately preceding the date of application. Furthermore, an employee is prohibited from using tobacco products during his or her employment with the Town of Pembroke Park.

Compliance with the smoke-free workplace policy is mandatory for all employees. Employees who violate the policy are subject to corrective action, up to and including termination from employment.

Any employee who observes a violation of this policy should report it immediately to the Human Resources Director.

Care of Equipment

Employees are expected to follow prescribed safety procedures for equipment and vehicle usage,

refrain from and/or report equipment abuse and guard against equipment loss.

Should an employee encounter equipment malfunction or be involved in an accident, the incident should be immediately reported to the appropriate supervisor or department head. Intentional equipment abuse, careless use of equipment, or habitual loss of equipment shall not be tolerated and may result in disciplinary action, up to and including discharge.

VEHICLE USAGE

The Town allows certain job classifications to use Town-owned vehicles with prior supervisor approval.

- Employees who use their personal vehicles for Town business shall be reimbursed in accordance with the Florida mileage reimbursement rate.
- Any employee driving on Town business, whether using their own vehicle or the Town's, must have a valid Florida driver's license and a satisfactory driving record. Any restrictions on, or revocation of, an employee's legal right to drive must be immediately reported to the appropriate department head. The same applies for employees diagnosed with a medical condition which temporarily or permanently affects their ability to drive. Employees driving Town vehicles may be subject to regular driving history/DMV checks.
- Employees who drive a vehicle on Town business must exercise due diligence to drive safely, observe all traffic laws, speed limits and related rules of the road, and maintain the security of the vehicle and its contents. The use of hand-held cellphone is **prohibited** while operating vehicles.
- When riding in or operating the Town vehicles, safety belts shall be worn by all.
- Employees shall promptly report to their supervisor or Department Head any accident with any Town vehicle that is operated by them or in their charge. Notification should be made to the local police agency so that a report can be prepared.
- If, in the event of an accident, carelessness or negligence on the part of the operating employee is determined to be a contributing factor, charges will be brought against the employee, leading up to termination. Drivers are responsible for any driving infractions or fines that result from their driving and must report them to their supervisor.
- No one other than authorized Town employees is authorized to drive or ride in Town vehicles, unless prior approval has been obtained from the Town Manager.
- Employees may transport citizens in the Town vehicles only for an authorized purpose, and/or with the approval of a Department Head.
- Smoking is strictly prohibited in Town vehicles.

TAKE HOME VEHICLES

Employees with an assigned take home vehicle will be subject to a bi-weekly taxable fringe benefit as per the IRS Commuting Rule. The Town does not allow the employee, nor any individual whose use would be taxable to the employee, to use the vehicle for personal purposes other than for commuting or de minimis personal use (such as a stop for a personal errand on the way between

a business delivery and the employee's home).

CREDIT CARDS

The Town recognizes that in certain instances, it is in its best interests to issue a Town credit card to certain employees. Town credit cards are limited to employees in positions that demonstrate that having a credit card shall assist them in performing their assigned responsibilities. Any issuance of a Town credit card must first be authorized by the Town Manager.

The credit card may only be used for the purchase of goods or services related to the official business of the Town. It is not to be used for any personal business.

Any employee that is issued a Town credit card is responsible for the card's protection and custody and shall immediately notify the Finance Director, if the card is lost or stolen.

The issuance of a Town credit card is a privilege that may be revoked at any time. Any card holder found in violation of this policy may be forced to surrender the card and may be subject to discipline. Employees shall surrender their Town credit card upon request, including at the time of termination.

SAFETY

The Town believes in maintaining safe and healthy working conditions for its employees. Establishment and maintenance of a safe work environment is the shared responsibility of the Town and employees from all levels of the organization. The Town will attempt to do everything within its control to assure a safe environment and compliance with federal, state and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. All perceived safety hazards are to be reported immediately to the Town Manager, Department Supervisor, or the Human Resources department.

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If an employee observes an unsafe condition, the employee should warn others, if possible, and report that condition to the Town Manager, Department Supervisor, or the Human Resources department immediately. If an employee has a question regarding the safety of the workplace and practices, ask a supervisor for clarification. Any issues on safety will be investigated and rectified to ensure employees safety at work.

To achieve the goal of providing a safe workplace, each employee must be safety conscious. The Town encourages employees to provide suggestions to enhance the work experience through comments, suggestions, or complaints.

GENERAL SAFETY RULES:

- OSHA approved footwear is to be worn if deemed required by department.
- All issued Personal Protective Equipment (PPE) such as eyewear, back braces, hard hats, safety vests, hearing protection and all others are always to be used as appropriate for the task assigned.
- All employees must follow the standard method of lifting. If the load is over twenty-five (25) pounds, back braces are required to be worn. If the load is over fifty (50) pounds, you must obtain assistance.

- All spills, broken glass, debris or any other hazard, must be cleaned up if you are assigned to complete such activities and if you are not able to complete the cleanup, you are to report the issue to a supervisor or Department Head immediately.
- Any defective tools/equipment/machines must be taken out of service and reported to a supervisor or Department Head immediately.
- All machines/equipment must be operated in a safe manner. Shut off/unplug any machines/equipment before making any adjustments, cleaning or repairs.
- Report all accidents or injuries to your supervisor or Department Head immediately. You must complete the required written reports as required as soon as possible. This report should be forwarded to the Human Resources department immediately. Failure to file the required reports, may lead to delays in the subsequent investigations which can affect medical benefits and possible disciplinary action.
- Any employees that come into contact with any type of body fluids/waste must adhere to the Center for Disease Control Universal Precaution Guidelines.
- All unknown materials are to be considered hazardous and appropriate precautions taken.
- Filing false statements, reports, timesheets and all other documents constitutes a falsification of records and is subject to immediate termination.
- MP3 Players, headphones and all similar type devices during working hours is prohibited except for authorized break and lunch periods. Single ear Bluetooth devices for phone use is permitted.

BUILDING SECURITY

In order to ensure the security of the Town Hall, all visitors will be required to be escorted by Town personnel while in secured areas. All visitors must report to the receptionist and advise their reason for being in the building. The front door to Town Hall will always be locked, and all visitors will enter through the rear door.

After Town Hall working hours, the rear door to Town Hall will be locked, and visitors are to utilize the intercom at the rear of Town Hall to request admittance. During this after-hours period, caution should be exercised when admitting persons to utilize the telephone, restrooms, or water fountain as the building is closed. Any person that is found in the secured areas of the building who is unknown should be challenged as to their business in Town Hall.

The following visitors do not require escort; however, their movements should be limited: Any Government Official (Town of Pembroke Park, other Municipalities, County, US Government).
family members of employee, visitors who are personally known, recognized, or whose purpose (such as repairman) has been previously announced.

ACCEPTABLE USE POLICY

The Acceptable Use Policy establishes a minimum set of rules of behavior for users of Town of Pembroke Park (TPP) IT (Information Technology) resources. Personal and Contractor owned devices that are connected to TPP systems or used to store TPP or client related data are also considered IT resources.

ENFORCEMENT

Users of IT Resources who violate these rules of behavior may be subject to company disciplinary action and/or criminal prosecution. Such action will be at the discretion of the appropriate TPP management in conformance with the Disciplinary Action Policy section in the employee handbook and TPP Information Security Policy. Third party users who violate these rules of behavior may be subject to account revocation and/or

ETHICAL AND APPROPRIATE USE

TPP provides the IT Resources to assist users in performing their job responsibilities. The resources are to be used for legitimate and authorized business purposes only. Incidental and reasonable personal use of TPP's IT Resources (e.g. Internet, email) is acceptable, if it does not consume more than a trivial amount of Company resources (financial, bandwidth, etc.), adversely affect the intended business use of the IT Resources, or impair a user's job performance.

The display of any sexually explicit image, document or text on any IT Resources is prohibited and in violation of TPP's sexual harassment policies. Sexually explicit material may not be accessed, archived, stored, distributed, edited or recorded using any IT Resources. Material that is, or could reasonably be regarded as, derogatory or discriminatory based on race, sex, religion, national origin, age, sexual orientation or disability, or is fraudulent, harassing, embarrassing, profane, obscene, intimidating, defamatory or otherwise unlawful, may not be sent, either within TPP or from TPP to someone outside TPP, by email or other form of electronic communication (such as bulletin board systems, newsgroups and chat groups) or displayed or stored using IT Resources.

In their use of IT Resources, users must comply with all state, federal and international laws, including the laws and regulations of any state, city, province or other jurisdiction and any laws

governing intellectual property and online activities. Users are prohibited from using TPP's IT Resources for any other business solicitation or profitmaking activities. Without prior written permission of the Chief Information Officer, IT Resources may not be used for dissemination or storage of commercial or personal advertisements, solicitations or promotions

USER MONITORING AND PRIVACY

Users acknowledge that they have no expectation of privacy regarding their activity on TPP IT Resources.

All TPP IT Resources are always subject to monitoring and auditing. Users should expect that electronic communication may be accessed by authorized supervisors, local system administrators, Information Security, Legal and Human Resources with or without the permission of the employee. However, no other users may monitor or access IT Resources of another user without the express approval of the Chief Information Officer and Chief Human Resources Officer

PASSWORDS AND USER IDS

Passwords for all TPP IT Resources are considered private and confidential. Users are prohibited **from sharing any of their system passwords with anyone.**

Note: In the process of troubleshooting an end user issue with an IT Resource over the phone or in person, a Technical Support associate may need to reset a users' password. If the user has any reason to question any aspects of the way the Technical Support technician is handling the

situation, they should contact mpakula@townofpembrokepark.com. Technical Support Technicians **WILL NOT** send notifications directing users to change an existing password to a specific password; or otherwise solicit their password to be submitted via message. Such methods are often unsolicited attempts on public services such as banking to obtain unauthorized access to an account. If this happens, contact mpakula@townofpembrokepark.com

To minimize the risk of compromising systems as a result of poor password selection, users are responsible or selecting passwords that are difficult to break. **Wherever technically supported and not configured centrally,** the following password criteria should be employed:

- Passwords must be a minimum of 8 Characters.
- Passwords should have 3 or more of the following types of characters:
  - Lowercase characters
  - Uppercase characters
  - Numbers
  - Symbols
- Passwords must be changed every 120 days, and passwords must not be re-used for at least 6 iterations.
- Dictionary words, derivatives of User IDs, and common character or easily guessable sequences such as “123456”, “Password”, may not be used.
- Personal details such as a spouse’s name, social security numbers, and birthdays may not be used unless accompanied by additional unrelated characters.
- Proper names, geographical locations, common acronyms, and slang may not be used.
- Personal Identification Numbers (PINs) may be used for authentication on designated systems (such as voicemail), in instances where the target asset is low sensitivity, the system does not support passwords, or the PIN is used in conjunction with another factor to authenticate the user (such as a hard-soft token or device fingerprint, out of wallet/knowledge-based authentication). If exposed or compromised, passwords/pins must be changed immediately. **Passwords/pins must not be written down**
- Passwords must not be saved or “remembered” within applications (i.e. when a dialog box has a ‘save password’ box to check).
- Passwords must not be hard coded into programs/function keys/macros etc.
- Passwords must not be stored in an unencrypted format

USER ACCOUNTABILITY

User access to IT Resources is tied directly to an individual’s User ID. Users are accountable for all actions associated with the use of their assigned User ID and will be held responsible for unauthorized actions found to be intentional, malicious, or negligent. Each user must protect their user ID by:

1. Never allowing another person to use or share his/her logon session; because the session is directly associated with an individual's User ID, the user is personally accountable for all actions performed with the ID.
2. Locking the workstation or logging off an active session when leaving the workstation

DATA CONFIDENTIALITY AND SECURITY

All data on TPP IT resources is classified as Company Confidential information, unless otherwise specified. If you come into contact with sensitive (i.e. Highly Confidential) company, associate, or customer information (i.e. credit card numbers, personally identifiable information, protected health information) that you were not the intended recipient of, or otherwise do not have business justification to access, notify the Information Security department immediately.

Information must be handled in accordance with requirements associated with its classification. Users are prohibited from sharing TPP Confidential or Highly Confidential information with a third party unless the third party has been authorized to receive that information in accordance with the Third-Party Management Program.

UNAUTHORIZED ACCESS

Users are forbidden from taking actions that are intended to breach or may result in a breach of TPP's or any other companies' or individuals' security, confidentiality or privacy of information assets. These actions include, but are not limited to:

1. Accessing an account not assigned to the user or one in which they have not been expressly authorized.
2. Taking actions meant to capture information to which the user is not authorized, such as network sniffing, network mapping, port scanning or vulnerability scanning.
3. Circumventing any authentication or security mechanism.
4. Interfering with or denying service to any authorized user or process. Users should note that the **ability** to perform an action does not correspond with the **authority** to perform that action

Note: Designated personnel may perform the above listed activities in the course of their duties. These individuals authorized by the TPP Chief Information Security Officer. No other individuals may perform these functions, regardless of their intent.

TOWN WEBSITE

The Town Website currently has main informational pages and then individual department pages. The Main Town Webpage shall be managed by the Clerk's Office. All requests for updates/changes to the Main Town Website must be submitted in writing to the Clerk's Office. Each Department will be responsible for updating their individual department webpages. Oversight of this procedure will be provided by the IT Department. It is important to note that some employees may have access to modify the Main Town Page, however, the Clerk's Office is the only authorized party to make changes to the Main Page. Town Website credentials shall not be shared with any unauthorized users.

DENIAL OF SERVICE

Users may not initiate actions which results in limited or preventing other authorized users or systems from performing authorized functions by deliberately generating excessive network traffic (with the exception of performance or load testing by the IT department), and thereby limiting or blocking telecommunications capabilities. This prohibition includes:

- The creation or forwarding of unauthorized mass mailings such as “chain letters”.
- Messages with excessively large attachments or embedded graphics that consume large quantities of network bandwidth or streaming excessive video/music.

MALICIOUS CODE

Users are prohibited from intentionally writing, compiling, copying, propagating, executing, or introducing in any manner any code designed to self-replicate, damage, or otherwise hinder the performance of any TPP IT Resource. Examples of these include computer viruses, worms, and Trojan horses.

To prevent this from occurring, unsolicited emails with suspect subject lines/text, attachments, hyperlinks, even if from a known individual, should not be opened or executed. Antivirus/antimalware/antispyware software, device specific firewalls, and other security software installed by the IT Department on company PCs, servers, and other devices should not be suspended, removed, or otherwise interfered with without express approval from the IT Infrastructure department. Users should take reasonable precautions to prevent the propagation of malicious code amongst TPP IT Resources by evaluating the credibility of a link, email, SMS, or attachment received by a user.

TIPS FOR EVALUATING CREDIBILITY INCLUDE:

- Evaluating what was received.
- Does it appear to be a Microsoft Office (Word/Excel) or Adobe document but carry a different file extension (i.e.’ .exe’)?
- If it includes a link/URL, does it look odd or attempt to download or execute a file? For example, links that make use of a subdomain such as www.<legitamite_destination>.<fake_destination> .com or use top level domain such as “.in” or ” .tk” verses ” .com” or “.net” may be suspicious.
- Is it soliciting an action from you, such as divulging personal or corporate information about you or others, such as phone numbers, titles, user IDs/passwords, company procedures?
- Is it asking you to download or install something?
- Evaluating the source.
- Is this a known source whose identity has been reasonably confirmed, and should be contacting you?

- If it is a known sender, are there signs that they are being impersonated by sending a non-specific message, requesting something unusual, or leveraging an unusual communication medium?

PERSONAL (USER OWNED/LEASED) AND CONTRACTOR DEVICES

Only TPP owned/leased/managed personal computers are permitted to access the Corporate Network. Contractor and employee computers may connect to designated guest networks. Personal mobile devices including smartphones and tablets are permitted to connect to TPP systems through the enterprise Mobile Device Management (MDM) utility.

See "Mobile Devices" section for further provisions

Personal mobile devices are prohibited from connecting to the TPP corporate Wi-Fi network, but are permitted to connect to designated guest networks

MOBILE DEVICES - SMARTPHONES, TABLETS, PERSONAL DIGITAL ASSISTANTS, AND JUMP DRIVES

Smartphones or Tablets that access TPP systems may only do so provided they are secured with the company-provided Mobile Device Management utility. TPP Information Technology will provide limited support for personal devices approved to access company resources. Support is limited to the Mobile Device Management utility and any other TPP- provided software. Users are responsible for:

1. Costs associated with wireless data plans, personal software purchases/licensing, replacement of lost device, repairs to damaged device.
2. Registering and maintaining device warranty.
3. Service/billing disputes with seller/wireless carrier.
4. Backing up all personal data.
5. Device troubleshooting with manufacturer or wireless carrier

TPP-provided mobile devices are supported by the TPP IT Department. Users are responsible for the following:

1. Costs associated with personal software purchases/licensing.
2. Backing up any personal data.

Users are required to notify the Service/Help Desk immediately in the event of a lost or stolen mobile device, or a device that is sold, given to another individual, sent for repair, or disposed of. Devices will be wiped remotely or reset in the following scenarios:

- Device is lost, stolen, changes custody, or believed to be compromised.
- User is found to be in violation of this policy.
- User no longer has a working relationship with TPP.

- User fails to authenticate successfully after an established number of attempts, in which case the device will be configured to automatically reset.

Users who connect personal devices through the corporate Mobile Device Management Utility recognize and understand that some functionality may be disabled to preserve the security and effective utilization of TPP IT Infrastructure. TPP retains the right to perform limited monitoring and take certain actions on personal mobile devices configured to access TPP data or systems.

TPP may monitor and/or block any activity when leveraging the corporate network as the conduit to the Internet (e.g. browsing the internet while connected to corporate Wi-Fi). TPP may monitor or inspect security configurations, Mobile Device Management (MDM) profiles, and operating system version/patch levels. TPP may block some devices if found to present risk to TPP data or systems.

TPP will perform a "selective wipe" of a device if lost or stolen, which will only remove company data.

TPP may leverage device location monitoring to aid in the recovery of lost or stolen devices. Users are prohibited from compromising, replacing, or significantly altering the operating systems of mobile devices (e.g. jailbreaking or rooting a smartphone or tablet). Devices that are found to have been inappropriately configured in this regard will be blocked from accessing the TPP environment.

Mobile devices with Wi-Fi capability should not be configured to connect automatically to unsecured wireless access points. Wi-Fi capabilities should be turned off when not in use. Mobile devices should not be configured to download Apps from Third Party marketplaces or other untrusted sources. Third party marketplaces circumvent screening and protections put in place by Operating System manufacturers and can be a source of mobile malware.

The Apple App store, Android Marketplace, BlackBerry App World and Windows App Store are examples of de facto platform marketplaces.

Direct downloads from websites or Third-Party marketplaces not endorsed by platform manufacturers should be avoided. Users are prohibited from inserting jump drives, flash drives or any peripheral devices whose origin is not trusted into TPP devices. Jump drives whose origin is known must be scanned by Antivirus/Antimalware utilities prior to use. Highly Confidential company data may not be stored on jump drives or flash drives without the use of encryption.

Users are prohibited from configuring devices to connect to assets not specifically sanctioned or supported by the Information Technology department. Users are prohibited from texting, emailing, surfing the internet, or other distracting activities while operating a motor vehicle. Users should leverage hands free calling capabilities while driving, in accordance with local laws and as necessary to ensure the safety of the user and others

Users are not permitted to change any default settings on a Town-issued phone, iPad, or any other device without prior written authorization from the IT Director.

MESSAGING (EMAIL, TEXT, SMS, INSTANT MESSAGE)

To limit capacity and email processing performance issues, do not use TPP corporate email accounts to sign up for non-work-related solicitations and notifications. The following rules are required by law and are to be strictly adhered to:

1. It is strictly prohibited to send or forward messages containing libelous, defamatory, offensive, racist or obscene remarks. If you receive message of this nature, users must promptly notify their supervisor.
2. Do not forge or attempt to forge messages.
3. Do not send messages using another person's account.
4. Do not disguise or attempt to disguise your identity when sending messages

Users should not transmit sensitive information via messaging systems, such as usernames, passwords, credit card information, and social security numbers. If it is necessary to send sensitive information via email, encryption must be used.

Users are prohibited from sending broadcast e-mails such as chain letters, advertisements that are for personal gain or use.

Users are prohibited from using personal email accounts (Gmail, Yahoo, AOL etc.) to conduct TPP business. Email accounts should only be publicized for TPP business use.

Users are Prohibited from Turning ON I Message in Town owned I Phones. This Feature must always remain **DISABLED.**

INTERNET USAGE

Users are prohibited from using public cloud or other third-party services not procured by TPP IT (such as Gmail, Google Docs, Dropbox) to store or transmit TPP Confidential or Highly Confidential data. Do not download unauthorized content, files or software from the Internet. Do not engage in personal Internet activity that interferes with normal business activities. Any personal use cannot:

- Be associated with for-profit outside business activity,
- Involve solicitation, or
- Impact the TPP brand identity

Do not engage in inappropriate or potentially harmful Internet or communications activities, including but not limited to:

- Posting or disclosing non-public TPP information on any publicly accessible Internet computer, bulletin board, chat room, blogs and social media sites.
- Clicking on pop-up links on social media and other websites.
- Participating in gambling activities.
- Using the Internet for unlawful or malicious activities.
- Accessing pornographic or other objectionable material.
- Using abusive or objectionable language or harassment.

- Violating trademark or copyright laws.
- Misrepresenting oneself or TPP.
- Engaging in other activities that could cause congestion and disruption of networks and systems, including the sending of chain messages.
- Responding to external inquiries when not authorized to do so (e.g. press inquiries, sales calls).

When using social media, disclosing TPP information or otherwise representing yourself as a TPP Employee is prohibited. Professional networking sites such as LinkedIn are acceptable, providing company information is not disclosed therein. Designated employees who manage TPP's social networking assets are exempt from this provision within the confines of TPP social media accounts

SOCIAL MEDIA, SOCIAL NETWORKING, AND BLOGGING

This document defines the social networking and social media procedure for the Town of Pembroke Park, the "Town". To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, Town departments may consider using social media tools to reach a broader audience. The Town encourages the use of social media to further the goals of the Town and the missions of its departments, where appropriate. The Town has an overriding interest and expectation in deciding what is "spoken" on its behalf on social media sites. This procedure establishes guidelines for the use of social media.

All Town social media accounts will have login and password credentials for those authorized to have access to post and never be linked to someone's personal page without prior consent by the Town Manager. All individuals posting will have training on archiving and public records management as it pertains to social media. All Town social media pages are to be managed by the Town Manager's designee. The Town has multiple social media pages, of which each designee is responsible for providing accurate information that professionally represents the Town. IT provides additional oversight for usage and permissions of the social media sites. Designees and users of the social media sites must be pre-approved by the Town Manager. Social media credentials may be not shared with any unauthorized users.

PERSONAL USE

All Town employees may have personal social media accounts/blogs. These accounts/blogs should remain personal in nature and be used to share personal opinions or non-work-related information. Following this outline helps ensure a distinction between sharing personal and Town views.

Town employees must never use their Town e-mail in conjunction with any personal social media accounts/blogs.

The following guidance is for Town employees, who decide to have personal social media accounts/blogs or who decide to comment on posts about official Town business:

- Always state your name and, if relevant, role, when discussing Town business.

- Use a disclaimer such as: "The postings on this site are of my own and don't reflect or represent the opinions of the Town of Pembroke Park, for which I work."
- Always write in the first person and please consider that even anonymous postings on blogs/social media accounts can be traced.
- When participating in online communities, the employee should not misrepresent himself or any roll he/she may have within the Town.
- Think twice before posting. The employee is personally responsible for the content published on blogs, Wikipedia or any other form of user-generated media. Please remember that postings on the internet, even if removed/deleted by a user, are either permanently archived or could be saved as screen shots by other users, meaning that everything an employee publishes could be visible to the world permanently. Prior to publishing any post that could make a viewer uncomfortable, employees should review and reconsider that post. If the employee remains unsure and the post is related to the Town, the employee should speak with the Public Information Officer or Human Resources Department.
- Employees should not post comments on work-related legal matters unless he/she has received written legal approval by the Town to do so.
- The use of ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the Town's workplace is strictly prohibited. Proper consideration for the privacy of others and for topics that may be considered objectionable or inflammatory (like religion or politics) should be exercised.
- Personal grievances and/or comments that compromise or disrupt the efficient operation of the Administration or represent the Town in a negative light are discouraged.
- Employees must refrain from speech containing obscene or sexually graphic or explicit material, images, acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias.
- Employees should ensure that all Facebook, Linked-in, Twitter, Instagram or YouTube profiles and related content are consistent with how he/she wishes to present himself/herself with clients and colleagues.
- Do not create a link to the Town's website.
- Do not use the Town's Seal, logo, other intellectual property, or proprietary graphics, or any copyrighted materials.

Employees are responsible for what they post online. Employees who engage in blogging or social networking on the Internet should be mindful that their postings, even if done off premises and while off duty, could have an adverse effect on the Town's legitimate business interests.

REMOTE ACCESS

Any IT Resource used for remote access to TPP IT Resources that is not the property of TPP must be configured to comply with TPP Information Security Policies, Standards, and Procedures. Remote access to the TPP network may not be conducted with a personal or public (i.e. kiosk or internet café) computer. Outlook Web Access is excluded from this provision as it does not

facilitate connectivity to the company network. Outlook Web Access should generally not be used on public or kiosk type computers as they may have malware installed.

See section entitled "Mobile Devices" for provisions specific to related devices

SOFTWARE

Peer to Peer File Sharing programs such as BitTorrent clients, Kazaa, LimeWire, Napster etc. are not permitted on IT Resources. Remote Control/Remote Administration software (e.g. PC Anywhere or Microsoft Remote Desktop Connection, Pocket PC) are not permitted to manage IT Resources, with the exception of those used in an official capacity by the Information Technology department to provide support and administration activities. Users are prohibited from installing Shareware/Freeware, or any software not licensed specifically to TPP.

PHYSICAL SECURITY AND UNATTENDED EQUIPMENT/INFORMATION

Users are responsible for the physical security of IT Resources provisioned to them. Portable devices such as laptops, phones, and tablets should not be left unsecured when left for extended periods, whether within TPP facilities or offsite. Portable devices should be physically locked in a cabinet or through use of a cable when left anywhere for extended periods. Portable devices should not be kept in the passenger compartment of cars but kept out of site and locked in the trunk.

Users staying in hotels should not depend on the security of the hotel room to protect a portable device. Devices left for extended periods should be cable locked or put into a hotel safe. When travelling by air, laptops should be identified with a luggage tag, taken as carry-on luggage whenever possible, and kept in constant contact aboard the aircraft or when in an airport.

Terminate active sessions when finished and secure the workstation or mobile device with an appropriate locking mechanism when leaving the system unattended (i.e. password protected screen saver). Maintain a clean and secure desk and/or work area to reduce the risks of information being inappropriately disclosed, used, altered or destroyed. Remove printouts and faxes from devices immediately. Dispose of documents labeled Confidential or Confidential/Proprietary in appropriate locked shred bins or shred them using a cross-cut type shredder.

SECURITY INCIDENTS

Users and management are required to report all security incidents or suspicious activity (viruses, intrusion attempts, system compromises, offensive emails, inadequate protection of sensitive data, phishing attacks) to the Service/Help Desk or the Information Security department (mpakula@townofpembrokepark.com) as soon as encountered.

DEFINITION OF TERMS

Anniversary Date – The calendar date on which any of the following occur: Completion of probationary period, Promotion or demotion to another position

Appointing Authority – The Town Commission or department heads who have the authority to appoint or remove employees under their jurisdiction.

Classification – A position or group of positions which involve a comparable level of duties and responsibilities and similar qualifications and is designated by a title indicative of the kind of work and for which the same pay range can be applied with reasonable equity.

Classification Plan – A thorough compilation of job descriptions which have been organized according to class.

Compensation – Wages. salaries, fees, allowances, and all other forms of valuable consideration or the amount of any one or more of them paid to an employee, by reason of service rendered in any position, but not including any allowances for expenses authorized and incurred as incidental to employment and which may be separately authorized and/or reimbursed.

Compensation Plan – A schedule of compensation established for each class of positions so that all positions of a given class shall be paid in the same pay range established for the class.

Comprehensive Emergency Management Plan (CEMP) – A strategic document that is a blueprint for an emergency management program containing the 4 phases of emergency management: mitigation, preparedness, response, and recovery.

Conduct Unbecoming – refers to the conduct on the part of a certified professional that is contrary to the public interests, or which harms his/her standing of the profession in the eyes of the public.

Continuity of Operations Program (COOP) – the initiative that ensures that government departments/agencies are able to continue operation of their essential functions under a broad range of circumstances including all-hazard emergencies as well as natural, man-made, and technological threats and national security emergencies.

Data Information Assets – Any data, electronic file, record, printed material, message or communication, etc. This is to include ALL data residing in, accessed by, processed by, used, by, transmitted by or through, or generated by those information assets regardless of its medium, media, format, or storage device from its creation or inception through its disposal

Department Head – Employees of the Town designated to be head of a department.

Department Operating Centers (DOCs) – established and activated by individual departments to coordinate and control actions specific to that department during an emergency event.

Demotion – A change in employment status from a position of one class to a position of another class having a lower maximum pay rate than the original class.

Dismissal – Complete separation of an employee from the employment of the Town.

Employee – Any employee of the Town covered by the provisions of these rules and regulations.

(FLSA) Exempt Employment – Employees who are exempt from the overtime provisions under the definitions of the Fair Labor Standards Act (i.e. salaried employees).

Full Time Employee – An employee who has successfully completed the probationary period and who works 40 or more hours per week.

Hardware Information Assets – Any hardware, personal computer, server, workstation, network, router, switch, tape, CD, disk, mobile computing device (phones/smartphones/PDAs, tablets, jump drives/flash drives)

Information Technology (IT) Resources - Any of the following information assets, which are purchased by, owned by, leased to, contracted by, operated by, used by, or controlled by TPP regardless of media, form, or format.

Temporary Employee – Employee whose tenure is intended to be of limited duration (i.e., filling in for illness, vacations, summer months, maternity leave) and usually not to exceed six months in duration. Such employment may be either full or part time.

Job Description – A narrative statement describing the current duties, responsibilities, general requirements, and qualifications for a single position.

Layoff – Separation of a permanently appointed employee from a position in the personnel system because of the reduction on workload available, lack of funds by the Town, abolishment of the position after study, material alteration in the organization or for other related causes.

Overtime – Overtime is any hours worked in excess of the scheduled work hours.

Performance Evaluation – The periodic evaluation or appraisal of an employee's work performance.

Part-Time Employee – Any employee who works less than forty (40) hours per week.

Probationary Employee – An employee who has:

- Not completed the required probationary period; or
- Been placed into probationary status for cause.

Probationary Period – A working test period and an integral part of the evaluation, testing, and/or examination process during which the employee is required to demonstrate fitness for the position by satisfactory performance of the duties of the position and by satisfactory conduct and attendance as prior conditions to receiving permanent status. Initial probationary periods shall normally be one year for Fire Department personnel included in the collective bargaining unit and six months for all other employees. Employees placed on probation for cause may be placed into that status for durations determined by their department heads or the Town Commission.

Promotion – The upgrading of an employee from a position of one class to a position of another class which has a higher maximum pay rate.

Reclassification – The action taken to officially change an existing position to a different appropriate class because of a change in the duties, responsibilities, and/or requirements of the existing position, or because of a revision to the classification.

Resignation – The voluntary termination of employment by an employee.

Software Information Assets – Any software, program, business application, operating system, script, macro, service, voicemail system, Intranet/Extranet, etc.

Suspension – Enforced leave of absence, without pay, of an employee for disciplinary purposes or, with

or without pay, as determined by the Town Commission, during the investigation of alleged misconduct of the employee.

Temporary employee – An employee employed for a period of up to 90 days, when permanent employment for the job to be performed is not anticipated.

Transfer – Change of an employee from one position to another.

Users - Users of IT Resources include company and affiliate employees, contractors, and consultants, and any other individual under TPP's control or influence, that directly accesses IT Resources.

Vacancy – A position established in a current budget as duly created and not currently occupied by an incumbent

ACKNOWLEDGMENT AND RECEIPT

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Town of Pembroke Park, and I understand that I should consult with the Department of Human Resources, or Town Manager regarding any questions not answered in the handbook. I have entered my employment relationship with Town of Pembroke Park voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or Town of Pembroke Park can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

I understand and agree that no manager, supervisor, or representative of Town of Pembroke Park has any authority to enter into any agreement for employment other than at-will.

This manual and the policies and procedures contained herein supersede all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Town of Pembroke Park. By distributing this handbook, Town of Pembroke Park expressly revokes all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Town of Pembroke Park, and the Town reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. The Town Manager can adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Town of Pembroke Park is employment at-will, which may be terminated at the will of either Town of Pembroke Park or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Town of Pembroke Park or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

_____

Employee's Signature

_____

Employee's Name (Print)

_____

Date

BUSINESS IMPACT ESTIMATE[1]

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The purpose of this ordinance is to adopt the amended Pembroke Park Personnel Policies and Procedures Manual, which serves as the comprehensive framework for the Town's human resources policies, procedures, and employee standards. By formally codifying these policies and providing the ability to update them by resolution, the Town ensures clarity, consistency, and transparency in personnel management practices.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

This ordinance is not expected to impose direct compliance costs on private or for-profit businesses. The changes pertain solely to the Town's internal personnel policies and procedures, which govern the Town's management of its employees. Businesses that contract with or provide services to the Town are not required to modify their operations or incur new compliance obligations as a result of this ordinance.

b. New Charges/Fees on Businesses Impacted:
The ordinance does not impose any new charges or fees on businesses

c. Estimate of Regulatory Costs:

There are no new regulatory costs imposed on businesses. The ordinance updates internal personnel policies for Town employees and does not create new regulations for private entities.

Good Faith Estimate of Number of Businesses Likely Impacted: The ordinance applies to Town personnel operations and does not directly regulate private businesses. Vendors or contractors who interact with Town employees may experience indirect benefits from a well-managed, professional workforce, but the number of businesses impacted will vary based on the nature and volume of interactions with Town operations.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

[1] Business Impact Estimate does not apply to the following:
1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



Agenda Item Report

Subject:	Consideration of Approval of Fourth Amendment to the Original Agreement with Waste Management for Solid Waste Collection Services - Town Manager Lynch RESOLUTION NO. 2025-076 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT OF FLORIDA, INC. FOR FURNISHING SOLID WASTE COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Pembroke Park CPI-Disposal October 2025 v.1
Pembroke Park January 2026
Resolution No: 2025-075
Reso (Waste Management - Fourth Amendment) 4908-3165-2215 1
LYNCH CHANGES Fourth_Amendment_Pembroke_Park WM Draft 11-4-25 v4

Town of Pembroke Park **Effective: 10/1/2025**

RESIDENTIAL SERVICES

RESIDENTIAL SINGLE FAMILY RESIDENCE AND MULTIPLE DWELLING

(Includes 2x/wk solid waste cart service and quarterly bulk service)

Per Unit/Mo = $ 25.42

MULTIFAMILY RESIDENTIAL: CONTAINERIZED

NON-COMPACTED	FREQUENCY OF SERVICE							
CONTAINER SIZE	1	2	3	4	5	6	7	XPU
1	n/a	$ 105.87	$ 158.79	$ 211.70	$ 264.67	$ 317.59	$ 370.50	$ 32.14
2	n/a	$ 211.70	$ 317.59	$ 423.48	$ 529.31	$ 635.19	$ 741.03	$ 64.28
3	n/a	$ 317.59	$ 476.39	$ 635.19	$ 793.98	$ 952.78	$ 1,111.57	$ 96.42
4	n/a	$ 423.48	$ 635.19	$ 846.91	$ 1,058.65	$ 1,270.38	$ 1,482.10	$ 128.56
6	n/a	$ 635.19	$ 952.78	$ 1,270.38	$ 1,587.97	$ 1,905.55	$ 2,223.13	$ 192.84
8	n/a	$ 846.91	$ 1,270.38	$ 1,693.82	$ 2,117.28	$ 2,540.73	$ 2,964.19	$ 257.12

COMPACTED	FREQUENCY OF SERVICE						
CONTAINER SIZE	1	2	3	4	5	6	7
2	n/a	$ 364.60	$ 546.88	$ 729.19	$ 911.50	$ 1,093.79	$ 1,276.07
3	n/a	$ 546.88	$ 820.35	$ 1,093.79	$ 1,367.24	$ 1,640.68	$ 1,914.10
4	n/a	$ 729.19	$ 1,093.79	$ 1,458.40	$ 1,822.99	$ 2,187.59	$ 2,552.16
6	n/a	$ 1,093.79	$ 1,640.68	$ 2,187.59	$ 2,734.49	$ 3,281.33	$ 3,828.23
8	n/a	$ 1,458.40	$ 2,187.59	$ 2,916.76	$ 3,645.96	$ 4,375.15	$ 5,104.34

COMMERCIAL SERVICES

COMMERCIAL CART SERVICES

	PER MONTH
1-96 GALLON ROLLOUT CART 2X WEEK	$138.33
2-96 GALLON ROLLOUT CART 2X WEEK	$187.44
3-96 GALLON ROLLOUT CART 2X WEEK	$236.48
4-96 GALLON ROLLOUT CART 2X WEEK	$285.56

COMMERCIAL CONTAINERIZED

NON-COMPACTED	FREQUENCY OF SERVICE							
CONTAINER SIZE	1	2	3	4	5	6	7	XPU
1	$ 52.93	$ 105.87	$ 158.79	$ 211.70	$ 264.67	$ 317.59	$ 370.50	$ 32.14
2	$ 105.87	$ 211.70	$ 317.59	$ 423.48	$ 529.31	$ 635.19	$ 741.03	$ 64.28
3	$ 158.79	$ 317.59	$ 476.39	$ 635.19	$ 793.98	$ 952.78	$ 1,111.57	$ 96.42
4	$ 211.70	$ 423.48	$ 635.19	$ 846.91	$ 1,058.65	$ 1,270.38	$ 1,482.10	$ 128.56
6	$ 317.59	$ 635.19	$ 952.78	$ 1,270.38	$ 1,587.97	$ 1,905.55	$ 2,223.13	$ 192.84
8	$ 423.48	$ 846.91	$ 1,270.38	$ 1,693.82	$ 2,117.28	$ 2,540.73	$ 2,964.19	$ 257.12

Town of Pembroke Park **Effective:** **10/1/2025**

COMPACTED	FREQUENCY OF SERVICE						
CONTAINER SIZE	1	2	3	4	5	6	7
2	$ 182.31	$ 364.60	$ 546.88	$ 729.19	$ 911.50	$ 1,093.79	$ 1,276.07
3	$ 273.44	$ 546.88	$ 820.35	$ 1,093.79	$ 1,367.24	$ 1,640.68	$ 1,914.10
4	$ 364.60	$ 729.19	$ 1,093.79	$ 1,458.40	$ 1,822.99	$ 2,187.59	$ 2,552.16
6	$ 546.88	$ 1,093.79	$ 1,640.68	$ 2,187.59	$ 2,734.49	$ 3,281.33	$ 3,828.23
8	$ 729.19	$ 1,458.40	$ 2,187.59	$ 2,916.76	$ 3,645.96	$ 4,375.15	$ 5,104.34

ANCILLARY SERVICES

RESIDENTIAL AND COMMERCIAL CONTAINERIZED

CONTAINER ROLL OUT (PER SERVICE)	$21.44
CASTERS (MONTHLY PER CONTAINER)	$17.84
SPECIAL PICKUPS (PER YARD)	$32.14
LOCKING (MONTHLY PER CONTAINER)	$19.63
TICKETED SERVICE (PER YARD)	$8.93

ROLLOFF SERVICES

SOLID WASTE (MSW) MATERIALS

PRICE PER PULL[1]	OPEN TOP	COMPACTOR
10 YARD	$335.70	$407.12
15 YARD	$335.70	$407.12
20 YARD	$335.70	$407.12
30 YARD	$335.70	$407.12
40 YARD	$335.70	$407.12

[1] Plus disposal fee which will be charged in addition as a direct pass through, based on weight and 20% Franchise Fee.

CONSTRUCTION & DEMOLITION (C & D)/ BULK & MISC WASTE

PRICE PER PULL[1]	OPEN TOP
10 YARD	$279.75
15 YARD	$279.75
20 YARD	$279.75
30 YARD	$279.75
40 YARD	$279.75

[1] Plus disposal fee which will be charged in addition as a direct pass through, based on weight. No Franchise Fee

CLEAN PROGRAM

$200 per incident

CPI for All Urban Consumers (CPI-U)
Original Data Value

For the Town of Pembroke Park

Series Id: CUUR0000SEHG,CUUS0000SEHG
Not Seasonally Adjusted
Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386		
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745		
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842		
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.76	239.509
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456	250.331	254.588
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365	259.202	263.748
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464	270.076	276.337
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915	284.687	291.425
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234	299.305	305.520
2025	310.239	313.344	313.925	314.820	315.585	316.851	318.244						314.127	

Index Change = 16.138

CPI Change = **5.34%**

0

CPI for All Urban Consumers (CPI-U)
Original Data Value

Disposal Change Estimate for Wheelabrator Rates

Series Id: CUUR0000SA0,CUUS0000SA0

Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.703
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797	288.347	296.963
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746	302.408	306.996
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.540	314.796	315.301	315.664	315.493	315.605	312.145	315.233
2025	317.671	319.082	319.799	320.795	321.465	322.561	323.048						320.229	

Index Change =	7.467
CPI Applied =	**2.391%**
CPI Change =	**2.391%**
NTE 5 %	**5.000%**

	10/1/2023	10/1/2024	10/1/2025
Residential	$ 54.26	$ 56.15	$ 57.49
Commercial	$ 66.94	$ 67.43	$ 61.00
Yard	$ 49.43	$ 51.26	$ 52.56
Bulk	$ 49.43	$ 51.26	$ 52.56
Tires	$ 54.26	$ 56.15	$ 57.49

Town of Pembroke Park **Effective: 1/1/2026**

RESIDENTIAL SERVICES

RESIDENTIAL SINGLE FAMILY RESIDENCE AND MULTIPLE DWELLING

(Includes 2x/week solid waste cart, 1x/week recycling service, and quarterly bulk service)

Per Unit/Mo = $ 25.42

MULTIFAMILY RESIDENTIAL: CONTAINERIZED

NON-COMPACTED	FREQUENCY OF SERVICE							
CONTAINER SIZE	1	2	3	4	5	6	7	XPU
1	n/a	$ 105.87	$ 158.79	$ 211.70	$ 264.67	$ 317.59	$ 370.50	$ 32.14
2	n/a	$ 211.70	$ 317.59	$ 423.48	$ 529.31	$ 635.19	$ 741.03	$ 64.28
3	n/a	$ 317.59	$ 476.39	$ 635.19	$ 793.98	$ 952.78	$ 1,111.57	$ 96.42
4	n/a	$ 423.48	$ 635.19	$ 846.91	$ 1,058.65	$ 1,270.38	$ 1,482.10	$ 128.56
6	n/a	$ 635.19	$ 952.78	$ 1,270.38	$ 1,587.97	$ 1,905.55	$ 2,223.13	$ 192.84
8	n/a	$ 846.91	$ 1,270.38	$ 1,693.82	$ 2,117.28	$ 2,540.73	$ 2,964.19	$ 257.12

COMPACTED	FREQUENCY OF SERVICE						
CONTAINER SIZE	1	2	3	4	5	6	7
2	n/a	$ 364.60	$ 546.88	$ 729.19	$ 911.50	$ 1,093.79	$ 1,276.07
3	n/a	$ 546.88	$ 820.35	$ 1,093.79	$ 1,367.24	$ 1,640.68	$ 1,914.10
4	n/a	$ 729.19	$ 1,093.79	$ 1,458.40	$ 1,822.99	$ 2,187.59	$ 2,552.16
6	n/a	$ 1,093.79	$ 1,640.68	$ 2,187.59	$ 2,734.49	$ 3,281.33	$ 3,828.23
8	n/a	$ 1,458.40	$ 2,187.59	$ 2,916.76	$ 3,645.96	$ 4,375.15	$ 5,104.34

COMMERCIAL SERVICES

COMMERCIAL CART SERVICES

	PER MONTH
1-96 GALLON ROLLOUT CART 2X WEEK	$138.33
2-96 GALLON ROLLOUT CART 2X WEEK	$187.44
3-96 GALLON ROLLOUT CART 2X WEEK	$236.48
4-96 GALLON ROLLOUT CART 2X WEEK	$285.56

COMMERCIAL CONTAINERIZED

NON-COMPACTED	FREQUENCY OF SERVICE							
CONTAINER SIZE	1	2	3	4	5	6	7	XPU
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4	$ 211.70	$ 423.48	$ 635.19	$ 846.91	$ 1,058.65	$ 1,270.38	$ 1,482.10	$ 128.56
6	$ 317.59	$ 635.19	$ 952.78	$ 1,270.38	$ 1,587.97	$ 1,905.55	$ 2,223.13	$ 192.84
8	$ 423.48	$ 846.91	$ 1,270.38	$ 1,693.82	$ 2,117.28	$ 2,540.73	$ 2,964.19	$ 257.12

Town of Pembroke Park **Effective:** **1/1/2026**

COMPACTED	FREQUENCY OF SERVICE						
CONTAINER SIZE	1	2	3	4	5	6	7
2	$ 182.31	$ 364.60	$ 546.88	$ 729.19	$ 911.50	$ 1,093.79	$ 1,276.07
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4	$ 364.60	$ 729.19	$ 1,093.79	$ 1,458.40	$ 1,822.99	$ 2,187.59	$ 2,552.16
6	$ 546.88	$ 1,093.79	$ 1,640.68	$ 2,187.59	$ 2,734.49	$ 3,281.33	$ 3,828.23
8	$ 729.19	$ 1,458.40	$ 2,187.59	$ 2,916.76	$ 3,645.96	$ 4,375.15	$ 5,104.34

ANCILLARY SERVICES

RESIDENTIAL AND COMMERCIAL CONTAINERIZED

CONTAINER ROLL OUT (PER SERVICE)	$21.44
CASTERS (MONTHLY PER CONTAINER)	$17.84
SPECIAL PICKUPS (PER YARD)	$32.14
LOCKING (MONTHLY PER CONTAINER)	$19.63
TICKETED SERVICE (PER YARD)	$8.93

ROLLOFF SERVICES

SOLID WASTE (MSW) MATERIALS

PRICE PER PULL[1]	OPEN TOP	COMPACTOR
10 YARD	$364.91	$442.55
15 YARD	$364.91	$442.55
20 YARD	$364.91	$442.55
30 YARD	$364.91	$442.55
40 YARD	$364.91	$442.55

[1] Plus disposal fee which will be charged in addition as a direct pass through, based on weight and 20% Franchise Fee.

CONSTRUCTION & DEMOLITION (C & D)/ BULK & MISC WASTE

PRICE PER PULL[1]	OPEN TOP
10 YARD	$304.09
15 YARD	$304.09
20 YARD	$304.09
30 YARD	$304.09
40 YARD	$304.09

[1] Plus disposal fee which will be charged in addition as a direct pass through, based on weight. No Franchise Fee

CLEAN PROGRAM

$200 per incident

RESOLUTION NO. 2025-076

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT OF FLORIDA, INC. FOR FURNISHING SOLID WASTE COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about December 4, 2015, the Town of Pembroke Park (the "Town") and Waste Management, Inc. entered into a five-year exclusive agreement for solid waste collection services (the "Original Agreement"); and

WHEREAS, on or about May 11, 2016, the parties entered into the First Amendment to the Original Agreement to increase bulk collection services provided to Town residents and clarify certain issues related to the Consumer Price Index; and

WHEREAS, on or about March 13, 2019, the parties entered into the Second Amendment to the Original Agreement to provide additional collection services related to single family dwelling units in the Town; and

WHEREAS, on or about October 14, 2020, the parties entered into the Third Amendment to the Original Agreement, thereby implementing the renewal term commencing on January 1, 2021 and terminating on December 31, 2025 and providing for additional five-year renewal periods; and

WHEREAS, the Original Agreement, as amended, will expire on December 31, 2025; and

WHEREAS, the Town has engaged a solid waste consultant to determine the economic feasibility of extending the Original Agreement for an additional term; and

WHEREAS, the Town's consultant and professional staff have determined that the collection rates set forth in the Original Agreement are competitive and favorable in comparison to other communities in the area; and

WHEREAS, the Town's consultant and professional staff have recommended extending the Original Agreement for an additional five-year renewal term; and

WHEREAS, Waste Management has agreed to provide certain residential recycling collection services to the Town at no additional cost to the Town; and

WHEREAS, it is the intent of the Town Commission to issue a competitive solicitation for solid waste services prior to the expiration of the renewal term set forth in the Fourth Amendment adopted hereby; and

WHEREAS, the Town Commission finds that entering into the Fourth Amendment to the Town's Original Agreement with Waste Management and implementing an additional renewal term thereto is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. That the Town Commission hereby approves the Fourth Amendment to the Town's Original Agreement with Waste Management, attached hereto as Exhibit "A" and incorporated herein. The renewal term set forth in the Fourth Amendment shall commence on January 1, 2026 and shall terminate on December 31, 2030.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 7th day of November, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

RESOLUTION NO. 2025-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT OF FLORIDA, INC. FOR FURNISHING SOLID WASTE COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about December 4, 2015, the Town of Pembroke Park (the "Town") and Waste Management, Inc. entered into a five-year exclusive agreement for solid waste collection services (the "Original Agreement"); and

WHEREAS, on or about May 11, 2016, the parties entered into the First Amendment to the Original Agreement to increase bulk collection services provided to Town residents and clarify certain issues related to the Consumer Price Index; and

WHEREAS, on or about March 13, 2019, the parties entered into the Second Amendment to the Original Agreement to provide additional collection services related to single family dwelling units in the Town; and

WHEREAS, on or about October 14, 2020, the parties entered into the Third Amendment to the Original Agreement, thereby implementing the renewal term commencing on January 1, 2021 and terminating on December 31, 2025 and providing for additional five-year renewal periods; and

WHEREAS, the Original Agreement, as amended, will expire on December 31, 2025; and

WHEREAS, the Town has engaged a solid waste consultant to determine the economic feasibility of extending the Original Agreement for an additional term; and

WHEREAS, the Town's consultant and professional staff have determined that the collection rates set forth in the Original Agreement are competitive and favorable in comparison to other communities in the area; and

WHEREAS, the Town's consultant and professional staff have recommended extending the Original Agreement for an additional five-year renewal term; and

WHEREAS, Waste Management has agreed to provide certain residential recycling collection services to the Town at no additional cost to the Town; and

WHEREAS, it is the intent of the Town Commission to issue a competitive solicitation for solid waste services prior to the expiration of the renewal term set forth in the Fourth Amendment adopted hereby; and

WHEREAS, the Town Commission finds that entering into the Fourth Amendment to the Town's Original Agreement with Waste Management and implementing an additional renewal term thereto is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. That the Town Commission hereby approves the Fourth Amendment to the Town's Original Agreement with Waste Management, attached hereto as Exhibit "A" and incorporated herein. The renewal term set forth in the Fourth Amendment shall commence on January 1, 2026 and shall terminate on December 31, 2030.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of September, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

FOURTH AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT BETWEEN TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT INC. OF FLORIDA FOR FURNISHING SOLID WASTE COLLECTION SERVICES

This Fourth Amendment to the Exclusive Franchise Agreement ("Agreement") is made and entered into this ___ day of _____, 2025, by and between the Town of Pembroke Park, Florida, a municipal corporation ("Town"), and Waste Management Inc. of Florida, a Florida corporation ("Contractor").

WITNESSETH

WHEREAS, the Town and Contractor entered into the Agreement on or about December 4, 2015; and

WHEREAS, the Agreement was previously amended on or about May 11, 2016 (First Amendment), March 13, 2019 (Second Amendment), and October 14, 2020 (Third Amendment); and

WHEREAS, the tTown after study and utilizing the services of a waste consultant has determined that the current contracted waste rates are very competitive and favorable compared to other communities, thereby making an additional renewal of the Agreement ~~sensible~~ advantageous (as opposed to soliciting new bids which may make the current favorable rates inaccessible); and

WHEREAS, the Contractor has agreed to perform residential recycling collection pursuant to Article 10 of the Agreement at no additional cost to the Town (beyond the residential collection rate currently in effect), and the only increase in any current rate in the Agreement in connection with this change would be with respect to the rolloff rates, which would increase by approximately 8.7%;

~~W~~WHEREAS, the parties desire to extend the term of the Agreement and to add the details for such residential recycling collection services pursuant to Article 10 of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Article 5 is modified to read as follows:

This Agreement shall commence at 12:01 AM on January 1, 2026, and shall terminate at 12:00 midnight on December 31, 2030. This Agreement shall be renewable for additional five (5) year periods on the mutual written agreement of the

Contractor and Town. Tthe Ttown reserves the option not to renew and to go out for bids at the end of theis ~~contemplted~~~~contemplated~~current renewal period (which ends on December 31, 2030).

2. Article 10 (Recycling) shall be modified to include the following language:

Effective January 7, 2026, the Contractor shall commence residential recycling collection services in accordance with this Article. The Contractor shall provide recycling collection once per week at no additional cost to the ~~t~~Town and shall have the right to determine the designated service day and method of collection. The Contractor shall notify all affected residential units of the selected collection day prior to the commencement of service. An updated rate sheet (effective January 1, 2026) which, *inter alia*, includes residential recycling collection (provided at no additional cost to the Ttown as it is~~nd~~ included in the residential collection rate) is attached hereto and incorporated herein, and the parties agree that the Contractor shall be paid these new rates effective January 1, 2026. As per the current Agreement, the Contractor has the right to increase rates annually each October pursuant to the change in the Consumer Price Index.

~~Tthe rates in the attached rate sheet are the same as in the contract currently in place including the right to increase rates by the Ccontractor each octoberOctober according to the cConsumer pPrice iIndex. Tthe rolloff rate in the rate sheet increases the rolloff rate by $20 (twenty dollars) each month, and this is the only rate that varies formfrom the previous rate sheet. Tthis rolloff rate increase is approximatleyapproximately an 8.7% increase instead of the cpiCPI rate increase. Aall other increases are annually at the cpiCPI rate.~~

3. Article 6 is modified to read as follows:

NOTICE
Whenever either party desires to give notice unto the other, it must be in writing and sent by United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified pursuant to this ARTICLE. The address designated for sending notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective addresses for sending notice, to wit:

FOR TOWN:

David Lynch, Town Manager
Town of Pembroke Park

3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

WITH A COPY TO:

_____
Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

FOR CONTRACTOR:

David Myhan, President
Waste Management Inc. of Florida
1800 Military Trail Suite 201
Boca Raton, FL

WITH A COPY TO:

Lisa Silva, Senior Counsel
Waste Management Inc. of Florida
1800 Military Trail Suite 201
Boca Raton, FL

4. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date first written above.

ATTEST:

_____
Clerk-Commissioner

_____
Town Attorney

_____
Town Manager

WASTE MANAGEMENT INC. OF FLORIDA

_____
Authorized Representative

Agenda Item Report

Subject:	Discussion and Consideration of Additional Construction Funding – Town Emergency Generator Project - Public Works Director Odoms
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Town_Emergency_Generator_Project_Funding_Narrative
Cost Estimate.10_08_25

Town Commission Workshop – October 29, 2025

Agenda Item: Discussion and Consideration of Additional Construction Funding – Town Emergency Generator Project

Background

The Town Emergency Generator Project was originally initiated in 2020 under the Hazard Mitigation Grant Program (HMGP) administered through the Florida Division of Emergency Management (FDEM). The project was approved for a $400,000 reimbursable federal grant, which represents 75% of the original project allocation. The Town's local match was programmed at $160,781.25, with an initial total project budget of $643,125.00, as shown below:

Line Item Budget	Project Cost	Federal Cost (FEMA/FDEM)	Non-Federal Cost (Town)
Materials	$643,125.00	$482,343.75	$160,781.25
Labor	$0.00	$0.00	$0.00
Fees	$0.00	$0.00	$0.00
Total	$643,125.00	$482,343.75	$160,781.25

Current Status

The project has now advanced through design and is ready to move forward to the bid process. The Engineer's Opinion of Probable Construction Cost (EOPC) has been updated to $1,500,000, reflecting significant cost increases since the project's original conception in 2020.

As discussed during the design coordination phase, the cost escalation is primarily driven by:

- The extended timeline since project initiation in 2020.
- Updated building and electrical code requirements for emergency power installations.
- The need for substantial structural and electrical system upgrades to bring the Town facility into full compliance with current standards.

Grant Reimbursement and Timeline

The Town has worked diligently with FDEM to maintain eligibility for the grant reimbursement. The $400,000 reimbursement remains available only if the project is fully completed and closed out by December 31, 2026.

A successful closeout of this project will not only secure the $400,000 reimbursement but also preserve the Town's eligibility and standing for future Hazard Mitigation Grant Program (HMGP) opportunities with FDEM.

Failure to meet the construction completion deadline could risk forfeiture of the reimbursement and negatively impact future grant competitiveness.

Funding Considerations

To move forward to bid and construction, the Town Commission is requested to review and discuss funding options for the remaining project balance, which reflects the difference between the updated $1.5 million construction cost and the anticipated $400,000 grant reimbursement.

The discussion should include potential use of capital improvement funds, available reserves, or reallocation of existing project funding to ensure timely award and completion of construction within the grant period.

Requested Action

Staff is requesting that the Town Commission review, discuss, and consider approval of additional funds necessary to move forward with the construction phase of the Town Emergency Generator Project, enabling the project to proceed to bid while maintaining compliance with FDEM grant timelines and reimbursement eligibility.

Town Hall Backup Electrical Power Generator
Town of Pembroke Park
Preliminary Opinion of Probable Cost Estimate

Bid Item	Description	Qty	Unit	Unit Price	Amount
General					
1	Performance & Payment Guaranty & Insurance (2.5%)	1	LS	$ 39,527.50	$ 39,527.50
2	Mobilization/Demobilization (5%)	1	LS	$ 79,055.00	$ 79,055.00
3	Maintenance of Traffic (2%)	1	LS	$ 31,622.00	$ 31,622.00
4	Permits, Licenses and Fee Allowance (2.5%)	1	AL	$ 39,527.50	$ 39,527.50
5	Undefined Conditions Allowance - Contingency	1	AL	$ 25,000.00	$ 25,000.00
6	Consideration for Indemnification	1	LS	$ 10.00	$ 10.00
7	Prevention Control and Abatement of Erosion and Water Pollution	1	LS	$ 15,811.00	$ 15,811.00
8	Construction Survey Test Holes and As-Builts	1	LS	$ 2,000.00	$ 2,000.00
	General Sub-Total				**$ 232,553.00**
Demolition and Site Preparation					
9	Clear and Grade Area	66	SY	$ 50.00	$ 3,300.00
10	Remove & Dispose Existing Asphalt Pavement	66	SY	$ 50.00	$ 3,300.00
11	Furnish & Install 8' Chain link Fence (Includes Gate)	100	LF	$ 250.00	$ 25,000.00
12	Reinforced Concrete Slab	66	SY	$ 750.00	$ 49,500.00
	Demolition/Site Preparation Sub-Total				**$ 81,100.00**
C. Architectural/Building Renovations					
13	Furnish & Install Electrical Room Shell, Roof Slab, Walls, Ceilings, Doors, HVAC, Slab, Foundations	1	LS	$ 100,000.00	$ 100,000.00
	Building Renovation Sub-Total				**$ 100,000.00**
Electrical					
14	Furnish & Install Generator with Enclosure, Access Platform & Sub-base Fuel Tank	1	LS	$ 700,000.00	$ 700,000.00
15	Electrical Demolition	1	LS	$ 50,000.00	$ 50,000.00
16	Furnish & Install Conduits	1	LS	$ 100,000.00	$ 100,000.00
17	Furnish & Install Cable	1	LS	$ 250,000.00	$ 250,000.00
18	Furnish & Install Electrical Equipment	1	LS	$ 175,000.00	$ 175,000.00
19	Electrical Miscellaneous	1	LS	$ 125,000.00	$ 125,000.00
	Electrical Sub-Total				**$ 1,400,000.00**
	TOTAL				**$ 1,813,653.00**

Agenda Item Report

Subject:	Building Department: Surplus and Purchase Vehicles
Meeting Date:	Workshop Commission Meeting - October 29, 2025
Prepared For:	Town Commission
Staff Contact:	Jeffrey Louis, Emergency Management Manager
Dept/Group:	Building
Recommendation for Counsel to consider:	Recommended approval to surplus vehicle list and purchasing of new vehicle
Background Information:	The Code Compliance vehicles are being removed from rotation and being replaced with new vehicles. We would like to sell the vehicles to Enterprise Fleet and use the funds to lease new vehicles.
Staff Recommendations:	Recommend approval of removing 3 Code Compliance vehicles and replacing them with 2 new vehicles. One vehicle at a time for logistic purposes.
Procurement:	budgeted item under Building Department
Financial Implications:	New Ford Escape 2026. Total price $30,696.25
Alternatives:	

ATTACHMENTS:

Q#9357288 Ford Escape #1 (1)
Copy of Town Cars Inventory

Open-End (Equity) Lease Rate Quote

Quote No: 9357288

Prepared For: Town of Pembroke Park, Florida
Larzabal, Osmanny

Date 09/30/2025
AE/AM JG9/A0M

Unit #
Year 2026 **Make** Ford **Model** Escape
Series Active 4dr Front-Wheel Drive
Vehicle Order Type In-Stock **Term** 60 **State** FL **Customer#** 597381

Number of Units 1

Initial

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Please Provide Driver
Exterior Color	Oxford White
Interior Color	Ebony w/Unique Cloth Front Bucket Seats
Lic. Plate Type	Yellow City
GVWR	0

$ 28,396.25		Capitalized Price of Vehicle [1]	
$0.00	*	Certain Other Charges 0.0000% **State** FL	
$ 450.00	*	Initial License Fee	
$ 0.00	*	Registration Fee	
$ 0.00		Other: (See Page 2)	
$ 4,604.44	*	Capitalized Price Reduction	
$ 0.00		Gain Applied From Prior Unit	
$ 0.00	*	Security Deposit	
$0.00		Taxes	
$ 23,791.81		Total Capitalized Amount (Delivered Price)	
$ 394.94		Depreciation Reserve @ 1.6600%	
$ 120.04		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]	
$ 514.98		**Total Monthly Rental Excluding Additional Services**	
		Additional Fleet Management	
		Master Policy Enrollment Fees	
$ 0.00		Commercial Automobile Liability Enrollment	
		Liability Limit $0.00	
$ 0.00		Physical Damage Management	Comp/Coll Deductible 0 / 0
$ 78.95		Full Maintenance Program [3] Contract Miles 75,000	OverMileage Charge $ 0.0648 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0 — Loaner Vehicle Not Included
$ 78.95		**Additional Services SubTotal**	
$ 0.00		Tax 0.0000% **State** FL	
$ 593.93		**Total Monthly Rental Including Additional Services**	
$ 95.41		Reduced Book Value at 60 Months	
$ 400.00		Service Charge Due at Lease Termination	

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE Town of Pembroke Park, Florida

Signed by:
BY James Davermann
84E9F894C76D47D...

TITLE Finance Director **DATE** October 3, 2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	$ 60.00
Estimated Transport	B	$ 705.00
Courtesy Delivery Fee	C	$ 0.00
Total Other Charges Billed		$ 765.00
Total Other Charges Capitalized		$ 0.00
Other Charges Total		$ 765.00

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 9357288

VEHICLE INFORMATION:

2026 Ford Escape Active 4dr Front-Wheel Drive - US

Series ID: U0G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$29,136	$30,350.00
Total Options	$65.25	$0.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$30,696.25**	**$31,845.00**

SELECTED COLOR:

Exterior: YZ-Oxford White

Interior: CB-Ebony w/Unique Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
106WB	106" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
200A	Equipment Group 200A	NC	NC
448	Transmission: 8-Speed Automatic	Included	Included
4MANPAS	4-Way Manual Front Passenger Seat	Included	Included
6MANDR	6-Way Manual Driver Seat	Included	Included
99N	Engine: 1.5L EcoBoost w/Auto Start-Stop Technology	Included	Included
AX_381	3.81 Axle Ratio	Included	Included
C	Unique Cloth Front Bucket Seats	Included	Included
CB_01	Ebony w/Unique Cloth Front Bucket Seats	NC	NC
CV Lot	CV Lot	$10.00	$0.00
FORDAPP	Ford App	Included	Included
Fuel	Fuel	$55.25	$0.00
GV_4360	GVWR: 4,360 lbs	Included	Included
PAINT01	Paint Application	STD	STD
RD_AMFM	Radio: AM/FM Stereo w/SiriusXM 360L	Included	Included
SYNC	SYNC 4	Included	Included
TR_17AS	Tires: 225/65R17 102H All Season BSW	Included	Included
WL_17SS	Wheels: 17" Shadow Silver-Painted Aluminum	Included	Included
YZ_01	Oxford White	NC	NC

Initial



CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip
- Front Bumper Insert: black front bumper insert
- Front License Plate Bracket: front license plate bracket
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black grille
- Exhaust Tip: chrome tip exhaust

Convenience Features:
- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls
- Trunk/Hatch/Door Remote Release: power cargo access remote release
- Power Windows: power windows with driver 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: yes remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: Intelligent Access proximity key
- Valet Key: valet function
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 1 seatback storage pockets
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:
- radio with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: 4G LTE WI-FI HOT SPOT internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type delay-off reflector LED low/high beam headlamps
- Auto-Dimming Headlights: Auto High Beam auto high-beam headlights

Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: metal-look shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Air Compressor: tire mobility kit

Standard Engine:

Engine 180-hp, 1.5-liter I-3 (premium)

Standard Transmission:

Transmission 8-speed automatic w/ OD

TOWN OF PEMBROKE PARK, FLORIDA (597381)

Cust Name	Customer Vehicle ID	Department	Driver	Make	Model	Series	VIN	Year	Plate Number	Comments
Town of Pembroke Park, Florida	Code	Code		Ford	Escape	SE 4dr All-Wheel Drive	1FMCU9G62NUB07451	2022	XJ7925	to be savaged
Town of Pembroke Park, Florida	Code	Code		Ford	Escape	S 4dr All-Wheel Drive	1FMCU9F60NUB11290	2022	XJ6714	to be savaged
Town of Pembroke Park, Florida	Code	Code		Ford	Escape	S 4dr All-Wheel Drive	1FMCU9F66NUB11147	2022	XJ6714	to be savaged

Agenda Item Report

Subject:	Motion to direct the Town Attorney's Office to draft an ordinance implementing Sec. 9 of the Town Charter and providing for the rotation by commission district, every two years, of the mayor, vice mayor, clerk commissioner and acting clerk commissioner - Clerk Commissioner Hodgkins & Town Attorney Horrowitz
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Bill Hodgkins, Clerk Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

SKM_C650i25082909030

FW_ Officer Rotation

§ 30.01 PRESIDING OFFICER, SEATING ARRANGEMENT.

(A) The presiding officer of the City Commission shall be the Mayor, in his absence the Vice-Mayor, in his absence the Vice-Mayor Designate, or in his absence a member of the Commission selected by a majority vote of those members of the Commission present.

(B) The Vice-Mayor shall be selected in accordance with the Charter of the city and shall be a member of the City Commission who has not just recently served as the Vice-Mayor or the Vice-Mayor Designate, where possible. To the extent possible that the members of the City Commission deem it appropriate, the regular order of nominating a member of the City Commission to serve as Vice Mayor is presumed to be as follows: Commissioner from District 4, Commissioner from District 2, Commissioner from District 3, and Commissioner from District 1. Beginning with the second regularly scheduled meeting of the City Commission in April of each year, upon the election of a new Vice-Mayor in accordance with the Charter, the Vice-Mayor shall become the Vice-Mayor Designate for the following year. If a general election has been held and the Vice-Mayor has not been re- elected by the electorate or is otherwise no longer a member of the City Commission, the City Commission shall elect by majority vote, immediately after the new Vice-Mayor is elected, the Vice-Mayor Designate who shall have the privileges, powers and duties of the Vice- Mayor in the Vice-Mayor's absence or disability.

(C) (1) There are nine seats established on the dais within the Commission Chambers, and said seats shall be referred to as Seats 1 through 9, from one's right to left when seated on the dais. When the City Commission meets in the City Commission Chambers, the seating arrangement shall be as follows:

Seat 1 - City Clerk

Seat 2 - City Attorney

Seat 3 - City Manager

Seat 4 - Vice-Mayor

Seat 5 - Mayor

Seat 6 - Vice-Mayor Designate

Seat 7 - City Commissioner

Seat 8 - City Commissioner

Seat 9 - Not assigned

(2) At the second regularly scheduled meeting of the City Commission in April of each year and immediately after the election of Vice-Mayor and Vice-Mayor Designate at that meeting, the individuals serving in the above offices shall move to their respective designated seats as set forth above, and the departing Vice-Mayor Designate shall move to and be seated at Seat 8.

('69 Code, § 2-26) (Ord. 162, passed 5-1-67; Am. Ord.596, passed 5-5-82; Am. Ord. 1482, passed 5-5-04; Am. Ord. 1647, passed 6-17-09)

Cross-reference:

Mayor, see Charter § 3.03

Vice-Mayor, see Charter § 3.04

From: Jacob G. Horowitz
To: Town Clerk
Cc: David Lynch; Bill Hodgkins
Subject: FW: Officer Rotation
Date: Wednesday, October 8, 2025 9:55:24 AM
Attachments: SKM_C650i25082909030.pdf

Cynthia,
Good morning. At the request of Clerk-Commissioner Hodgkins, please include the following item on the 8/29 commission workshop agenda:

"Motion to direct the Town Attorney's Office to draft an ordinance implementing Sec. 9 of the Town Charter and providing for the rotation by commission district, every two years, of the mayor, vice mayor, clerk commissioner and acting clerk commissioner."

Please also include my email, below, and the attachment as back-up to the item.

Let me know if you have any questions. Thank you.

Jacob G. Horowitz

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

3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923
Email: JHorowitz@gorencherof.com

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From: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Sent: Wednesday, October 8, 2025 9:47 AM

To: 'Bill Hodgkins' <bhodgkins@tppfl.gov>
Subject: FW: Officer Rotation

Jacob G. Horowitz

GOREN CHEROF DOODY & EZROL P.A.
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From: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Sent: Friday, August 29, 2025 12:13 PM
To: 'Bill Hodgkins' <bhodgkins@tppfl.gov>
Subject: Officer Rotation

Commissioner,

Good afternoon. Here is some proposed agenda language for the 9/24 commission workshop:

"Motion to direct the Town Attorney's Office to draft an ordinance implementing Sec. 9 of the Town Charter and providing for the rotation by commission district, every two years, of the mayor, vice mayor, clerk commissioner and acting clerk commissioner."

For reference, Sec. 9 of the Town Charter states that at the first regular meeting of the Commission in April of odd numbered years, the Commission shall, by resolution, appoint one of its members to serve as mayor, vice mayor, clerk-commissioner and acting clerk commissioner. As we discussed, the Commission could adopt an ordinance implementing this charter provision in the form of a rotation

among the commission districts.

As an example, the City of Pembroke Pines Charter provides for the annual appointment of a vice mayor (their mayor is elected at-large). Sec. 30.01 of the Pembroke Pines Code (attached) details the process for the annual rotation of the vice mayor by commission district. You will notice that their code does provide for some flexibility to adjust the rotation (i.e. "To the extent possible that the members of the City Commission deem it appropriate…"), and the commission has deviated from the rotation on two or three occasions since it was initially implemented. Nevertheless, their system has generally worked well and avoided uncertainty as it relates to the annual appointment of the vice mayor position.

As we know there are a number of nuances in the Pembroke Park Charter and Code which may warrant some specific consideration and commission input. For instance, we have five commission positions (mayor, vice mayor, clerk commissioner, acting clerk commissioner and commissioner) and five commission districts, but only four-year terms with each position serving for two of those years. Additionally, each commission district is up for election every four years (no staggered terms). Therefore, there will only be two rotations during any one four-year term. There are some of the issues we will need to work through if/when it comes time to draft the ordinance.

I welcome hearing your additional thoughts here. We can discuss further once you have had a chance to review.

Thank you.

Jacob G. Horowitz

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ATTORNEYS AT LAW

3099 East Commercial Boulevard, Suite 200
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Agenda Item Report

Subject:	Consideration and Approval of Agreement with Raftelis Financial Consultants, Inc - Public Services Director Odoms RESOLUTION NO. 2025-060 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES; AUTHORIZING THE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	Piggyback
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution 2025-060
Piggyback Agreement
Groveland, City of (FL) - Executed On-Call Agreement_dated 8 8 24
Town of Pembroke Park - Proposal to Provide Utility Rate and Management Consulting Services
Stormwater Rate Study

RESOLUTION NO. 2025-060

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES; AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE THE AGREEMENT AND TAKE ALL NECESSARY ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park ("Town") has identified the need for professional consulting services; and

WHEREAS, Raftelis Financial Consultants, Inc. ("Raftelis") is a qualified consulting firm with the expertise and experience to provide such services; and

WHEREAS, the Town Commission finds that entering into an agreement with Raftelis is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing "WHEREAS" clauses are true and correct and are incorporated herein by reference.

Section 2. The Town Commission hereby authorizes the Town to enter into an agreement with Raftelis Financial Consultants, Inc. for the provision of professional consulting services.

Section 3. The Mayor, Town Manager, and/or appropriate Town officials are hereby authorized to execute the agreement and to take all actions necessary to implement the intent of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of ____ 2025, by and between:

> **TOWN OF PEMBROKE PARK**, **FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";
>
> and
>
> **RAFTELIS FINANCIAL CONSULTANTS, INC..**, a corporation authorized to do business in the State of Florida, with a principal address of 227 West Trade Street, Suite 1400, Charlotte, NC 28202, hereinafter "Contractor," who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide professional utility rate and management consulting services; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about August 8, 2024, between the Contractor and the City of Groveland (the "Agreement"), attached hereto as **Exhibit "A**," and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit "A"** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit "A"** and as modified herein. The scope is limited to finance services, no services being provided fall within the definition of "professional services," as defined by Sec. 287.055, F.S.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms, and conditions set forth in **Exhibit "A"** shall govern the relationship between the Town and Contractor, except as amended below:

A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A**," except said services shall be performed in and for the Town.

B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.

C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**

D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town 's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.

E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.

F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.

G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

H. The term of this Agreement shall commence upon execution by both parties and shall terminate on August 8, 2029, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

A. Contractor shall comply with the Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

2. Upon request by Town's records custodian, provide Town with a copy of 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.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all

duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

1. "*Contractor*" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a contractor or consultant.

2. "*Subcontractor*" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

3. "*E-Verify system*" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 6. **Scrutinized Companies.**

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town: Geoffrey Jacobs, Mayor
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
gjacobs@tppfl.gov

Copy to: Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor: Henry L. Thomas, Senior Vice President
Raftelis Financial Consultants, Inc.
341 North Maitland Avenue, Suite 300
Maitland, FL 32751

Section 9. **Severability**. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
GEOFFREY JACOBS
Mayor

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

RAFTELIS FINANCIAL CONSULTANTS

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of □ physical presence or □ online notarization, on this ____ day of _____, 2025, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

EXHIBIT A

CONTINUING CONSULTANT SERVICES AGREEMENT

This Agreement is made and entered into on this 8th day of August, 2024, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 156 South Lake Avenue, Groveland, Florida 34736, and **RAFTELIS FINANCIAL CONSULTANTS, INC.**, (hereinafter referred to as "CONSULTANT"), a Foreign Profit Corporation, Federal Employer Identification Number 20-1054069, whose principal location is 227 West Trade Street, Suite 1400, Charlotte, North Carolina 28202.

PREMISES

WHEREAS, the CITY issued a Request for Proposals (RFP) #2023-RFP-019, Citywide On-Call Professional Services for the purpose of contracting with multiple consulting firms to provide general and professional services to include capital construction projects or studies;

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY for the outlined services upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY;

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services, and;

WHEREAS, this Agreement shall constitute a continuing services contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. **SCOPE OF PROFESSIONAL SERVICES**

   CONSULTANT shall provide professional services as provided in RFP 2023-RFP-019, Citywide On-Call Professional Services, which is incorporated by reference herein, and services as outlined within Exhibit A, Scope of Professional Services, attached. CONSULTANT will perform all such services in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time and location services are rendered.

   The CITY shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the CONSULTANT is providing these services on a nonexclusive basis. The CITY, at its option, may elect to have any of the services set forth herein performed by other consultants or CITY staff. CONSULTANT shall be responsible for the accuracy of the work products and shall promptly correct its errors and omissions without additional compensation. Acceptance of work products by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

2. **COMPENSATION AND METHOD OF PAYMENT**

   CITY shall pay CONSULTANT in accordance with Exhibit B, Hourly Billing Rate Schedule, which is attached hereto and incorporated herein by reference as part of this Consultant Services Agreement (CSA). The Hourly Billing Rate Schedule identifies all job classifications, which will perform billable services pursuant to this CSA and the hourly rate for each job classification. Only those job classifications incorporated into Exhibit B will be authorized to provide services to the CITY. The CITY reserves the right to negotiate additional job classifications, should the need arise.

   Exhibit B, Hourly Rate Schedule will reflect the following:

   a. Job Classification;
   b. List of CONSULTANT staff that may be requested to provide services under this Agreement;
   c. A Range of Base Hourly Rates per job classification;
   d. Breakdown of Multiplier to be applied to the Range of Base Hourly Rates;
   e. A Range of Billable Hourly Rates per job classification.

The CONSULTANT shall, when requiring the services of subconsultants, be responsible for the integration of all subconsultants' work into the documents and for all payments to such subconsultants out of the approved Task Order. Services rendered by the CONSULTANT in connection with the coordination of any such subconsultants or other personnel services shall be considered within the scope of the Agreement and no additional fee will be due the CONSULTANT for such work.

Consumables, miscellaneous expenses, and travel expenses shall be paid in accordance with FS 119.061 and the City of Groveland Travel Policy, dated March 16, 2020, which is attached hereto and incorporated herein by reference as part of the CSA. Any charge submitted as a pre-approved expense, i.e., materials, supplies, equipment, etc., shall be billed at cost plus ten percent (10%).

The CONSULTANT'S compensation shall be established and authorized for each Task Order on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the Agreement. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the first year of the Agreement. Compensation for any authorized cost that is not set forth in the Agreement shall be negotiated prior to issuance of the Task Order and shall be supported by Exhibit B, Hourly Billing Rate Schedule.

A. CONSULTANT shall provide a "Not-to-Exceed" fee for the approved Task Order. The total sum of all personnel, including subconsultants, expenses, and miscellaneous costs supported by the approved Task Order shall be considered a "Not-to-Exceed" fee. No additional compensation shall be due unless changes are made to the approved Task Order.

B. Exhibit B, Hourly Rate Schedule may be adjusted one time annually and then only at the beginning of each new one-year period with the consent of the CITY which consent may be withheld in its sole discretion. All such adjustments must be supported by a CITY approved index with calculations reflecting a clear equation supporting the proposed adjustment(s).

C. At the end of each month CONSULTANT may submit an invoice for services rendered during that month based upon progress completed to date. All travel, per diem, mileage, etc., will be in accordance with Exhibit C, Travel Policy.

D. Upon satisfactory completion of the Task Order or any Change Order thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.

E. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT in accordance with Florida Statute 218.73, Local Prompt Pay Act.

F. When work is assigned, CONSULTANT must submit a comprehensive scope with all relevant information incorporated to the CITY within ten (10) days of assignment.

3. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under any Task Order under this Agreement. Such changes and method of compensation must be agreed upon in writing by revised Task Order(s) and updated Purchase Order.

4. RESPONSIBILITY OF THE CITY

The CITY will furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with any Task Order issued under this Agreement. Such data, plans, maps, and other planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT. CONSULTANT may rely on all data and information provided by or on behalf of the CITY in writing without additional investigation, unless otherwise instructed by the CITY.

5. **REPRESENTATIVE OF THE CITY AND CONSULTANT**

It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.

CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

Chad Cowan, Project Manager
341 N. Maitland Avenue, Suite 300
Maitland, Florida 32751
ccowan@raftelis.com.

6. **TERM OF THE AGREEMENT**

The term of this Agreement shall be from the date last signed by a party to this Agreement until the last day of the last month of the fifth (5th) year after original execution. All work in progress at the time of expiration of the Agreement will extend beyond the expiration of this Agreement; the term of this Agreement shall automatically be extended until completion of the work. No new work will be issued after the date of termination of the Agreement regardless of all on-going work.

7. **TERMINATION**

A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.

B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work identified in all executed task orders to the CITY, whether completed or in progress, that is not yet in the CITY'S possession, except as otherwise is provided for in paragraph 7 above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to CITY upon completion.

C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

8. **INDEMNIFICATION OF CITY**

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the CITY, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its subconsultants, or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT'S insurance or one million dollars ($1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any. Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages

A. The CITY'S review, comment, and observation of the CONSULTANT'S service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

9. INSURANCE

A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a $2,000,000 combined single limit for each occurrence, and Professional Liability insurance in an amount no less than $1,000,000 per claim, as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured on the Commercial General Liability and Automobile Liability policies. Renewal certificates shall be provided to CITY within 30 days of renewal.

B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.

C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.

D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

10. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents identified as a deliverable in Exhibit A, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in providing services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Consultant of any of its intellectual property, know-how or trade secrets.

11. REUSE OF DOCUMENTS

A. Wherever and whenever applicable, all data, plans, drawings and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the CITY for future projects.

B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held liable or responsible for any such reuse.

C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

12. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to City	***If to Consultant***
Jo-Anne Drury, Finance Director	Chad Cowan
156 S. Lake Avenue	Raftelis Financial Consultants, Inc.
Groveland, Florida 34736	341 N. Maitland Avenue, Suite 300
(352) 730-9264	Maitland, Florida 32751
Jo-anne.drury@groveland-fl.gov	ccowan@raftelis.com

With a copy to:
Michael Hein
City Manager
156 S. Lake Avenue
Groveland, Florida 34736

Anita Geraci-Carver
City Attorney
1560 Bloxam Avenue
Clermont, Florida 34711

And an electronic copy to the City's Procurement Director at chris.coghill@groveland-fl.gov.

13. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applications are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

14. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that is has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration in accordance with F.S. 287.055(6)(a).

15. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this Agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

16. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

17. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

18. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the

parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

19. INDEPENDENT CONSULTANT

It is hereby mutually agreed that CONSULTANT is and shall remain an independent CONSULTANT and not an employee of the CITY.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

21. CONVICTED VENDOR LIST

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier, SUBCONSULTANT, 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 s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

22. PUBLIC RECORDS

Pursuant to applicable Florida law, the CONSULTANT'S records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. If applicable, the CONSULTANT agrees to comply with Florida's public records law by keeping and maintaining public records required by the CITY in order to perform the Services. Upon request from the CITY's Custodian of Public Records, the CONSULTANT shall provide the CITY with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the CONSULTANT does not transfer the records to the CITY. Upon completion of the Agreement the CONSULTANT shall transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain all public records required by the CITY to perform the Services. If the CONSULTANT transfers all public records to the CITY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically 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.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS VIRGINIA WRIGHT, CITY CLERK, 156 S. LAKE AVENUE, GROVELAND, FLORIDA 34736, (352) 730-9265, VIRGINIA.WRIGHT@GROVELAND-FL.GOV.

23. FORCE MAJEURE

CONSULTANT shall not be responsible for the delay resulting from its failure to perform if neither the fault nor the negligence of the CONSULTANT or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the CONSULTANT'S control, or for any of the foregoing that affect subconsultants or suppliers if no alternate source of supply is available to the CONSULTANT. In case of any delay the CONSULTANT believes is excusable, the CONSULTANT shall notify the CITY in writing of the delay or potential delay

and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the CONSULTANT could not reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the CONSULTANT first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the CITY. The CONSULTANT shall not be entitled to an increase in the Contract price or payment of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the CONSULTANT shall perform at no increased cost, unless the CITY determines, in its sole discretion, that the delay will significantly impair the value of the Contract, in which case the CITY may (1) accept allocated performance or deliverables from the CONSULTANT, provided that the CONSULTANT grants preferential treatment to CITY with respect to deliverables subject to allocation, or (2) purchase from other sources (without recourse to and by the CONSULTANT for the related costs and expenses) to replace all or part of the deliverables that are subject of the delay, which may be deducted from the Contract total, or (3) terminate the Contract in whole or in part.

24. FEDERAL REQUIREMENTS.

In the event the Contract is paid in whole or in part from any federal government agency or source, the following specific terms, regulations, and requirements governing the disbursement of these funds shall be specified in the contract. To the extent of any conflict, the following terms, regulations, and requirements shall take precedence.

CONSULTANT is required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the FEMA Public Assistance Program and Policy Guide(PAPPG).

This contract is subject to change based on guidance from the Federal funding source.

Equal Employment Opportunity

A. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. §60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 112246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶.

B. Key Definitions.
   1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. §60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract loan, insurance, or guarantee under which the applicant itself participates in the construction work.
   2) Construction Work. The regulation at 41 C.F.R. §60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
   3) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
   4) The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

      "During the performance of this contract, the CONSULTANT agrees as follows:

      a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and

that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

b) The CONSULTANT will, in all solicitations or advertisement for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

d) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The CONSULTANT will furnish all information and reports required by Executive 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

g) The CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONSULTANT or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States."

Contract Work Hours and Safety Standards Act

A. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

B. Where applicable (see 40 U.S.C. §3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part1. See 2 C.F.R. Part 200, Appendix II, ¶.

C. Under 40 U.S.C. §3702, each CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

D. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. The regulation at 29 C.F.R. §5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

1) Overtime requirements. No CONSULTANT or SUBCONSULTANT contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permitany such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for

all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONSULTANT and any SUBCONSULTANT responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and SUBCONSULTANT shall be liable to the United States (in the case of work done under CONSULTANT for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3) Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or SUBCONSULTANT under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or SUBCONSULTANT for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The CONSULTANT or SUBCONSULTANT shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the SUBCONSULTANTs to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any SUBCONSULTANT or lower tier SUBCONSULTANT with the clauses set forth in paragraphs (1) through 94) of this section.

Rights to Inventions Made Under a Contract or Agreement

For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the CONSULTANT, SUBCONSULTANT, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of $150,000 must contain a provision that requires the CONSULTANT to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Emergency Management Agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶G.

A. Clean Air Act.
   1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
   2) The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental protection Agency Regional Office.
   3) The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency ManagementAgency.

B. Federal Water Pollution Control Act.
   1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
   2) The CONSULTANT agrees to report each violation to the CITY of Longboat Key and understands and agrees that the CITY of Longboat Key will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
   3) The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency ManagementAgency.

Procurement of Recovered Materials

A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contracts must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation

and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶7.

B. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Act at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
   1) In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot beacquired-
      a) Competitively within a timeframe providing for compliance with the contract performanceschedule;
      b) Meeting contract performance requirements; or
      c) At a reasonable price.
   2) Information about this requirement, along with the list of EPA-designate items, is available at the Environmental Protection Agency's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), andLabor Surplus Area Firms

A. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime CONSULTANT partakes in five "affirmative steps" designed to ensure that small and minority- owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
   1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
   3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
   4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
   5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

B. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided "Affidavit of Compliance with 2 CFR §200.321 Requirements". The affidavit shall be notarized for this bid to be responsive.

C. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
   1) Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women's business enterprises;
   2) Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
   3) Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: http://dsbs.sba.gov to search for registered minority and small businesses.

Default and Remedy

If the CONSULTANT materially defaults in its obligations under this contract and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to:

a. Immediately terminate this contract by delivering written notice to the CONSULTANT, and
b. Pursue any and all remedies available in law, equity, and under this contract.

Upon such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all work performed through the date of contract termination.

Termination for Cause

This Contract may be terminated by the CITY, in whole or in part, at any time, due to the failure of the CONSULTANT to fulfill its obligations under this contract, subject to the cure period provided in (Default and Remedy), by delivering written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall:

a. Immediately discontinue all work and deliver to the CITY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing the work under this contract, regardless of state of completion.
b. Unless in dispute, claim, or other remedy, the CONSULTANT shall be paid for work completed to the date of termination.

Termination for Convenience

The CITY, by written notice, may terminate this contract, in whole or in part, when it is in the CITY's best interest. If this contract is terminated, the CITY shall be liable only for goods or services delivered and accepted. The CITY Notice of Termination shall provide the CONSULTANT thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

Program Fraud and False or Fraudulent Statements or RelatedActs

The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

Suspension and Debarment

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT or its principals (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R.§180.935).
B. The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it entersinto.
C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By submission of a proposal, Proposer affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subCONSULTANTs are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

Florida Convicted/Suspended/Discriminatory Complaints

By submission of a proposal, Proposer affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

25. **DRAFTING PARTY.** This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

Signature

Print Name: Lisa Cortese

Signature

Print Name: Travis Jackson

CITY OF GROVELAND

Christine Coghill, Procurement Director

Date: 8/21/24

ATTEST:

Virginia Wright, City Cleark

WITNESSES:

Signature

Print Name: Anne Bryant

Signature

Print Name: Kyhara deGeneste

RAFTELIS FINANCIAL CONSULTANTS, INC.

Chad Cowan, Senior Manager

Date: 8/8/24

EXHIBIT A, SCOPE OF PROFESSIONAL SERVICES

CONSULTANT shall provide professional and/or consulting services for CITY projects on an as-needed basis. CONSULTANT shall be selected on a rotational basis, based upon discipline, unless such documentation provides valid reasoning as to a specific CONSULTANT being selected. When this occurs, CONSULTANT shall remain next in the rotation. These projects, for those disciplines that fall under the Consultant's Competitive Negotiation Act (CCNA), FS 287.055, no construction project may exceed $4,000,000 and no study may exceed $500,000. A Task Order will be issued by the CITY and the CONSULTANT shall provide an initial scope and fee, which will then be negotiated to final form. The scope and the cost shall be negotiated after the CONSULTANT has been engaged.

Vendor	Environmental Consulting	Geotechnical/ Hydrogeologic Services	Stormwater Consulting	Surveying, Mapping and GIS	Traffic/ Transportation Planning & Engineering	Water, Wastewater & Reclaimed Water Infrastructure	Landscape Architectural Professional Services	Planning & Community Development Professional Services	Architectural Services / Facilities & Asset Management	Public Works Services	Construction Management & Inspection and Structural Services	Mechanical Electrical & Plumbing (MEP)	Finance Services	State Revolving Fund Support
Bio-Tech Consulting, Inc.	X													
CivilSurv			X	X		X								
CPH, LLC.			X	X	X	X	X	X	X		X	X		
Data Management and Visual Insights (Data MVI)				X										
Florida Technical Consultants, LLC				X										
Geographic Technologies Group				X										
Hale Innovation, LLC			X		X	X		X					X	X
Halff Associates, Inc.	X	X	X	X	X	X	X			X	X		X	X
Kimley-Horn and Associates, Inc.	X	X*	X	X*	X	X	X	X	X	X	X	X		
KMF Architects							X	X	X		X	X		
Madrid CPWG	X	X	X		X	X	X							
McCree Design Builders, Inc.			X				X		X		X	X		
Nadic Engineering Services		X	X		X	X			X	X	X			
Raftelis Financial Consultants, Inc.													X	
SMW GeoSciences, inc.	X	X				X								
Southeastern Surveying and Mapping Corporation				X										
Surface Water Professionals	X	X	X											
The Lunz Group, Inc.	X	X	X	X			X	X	X		X	X		
Volkert, Inc.				X	X						X			
Woodard & Curran Inc.	X	X	X			X		X		X	X		X	X
WSP USA Environment & Infrastructure Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X
YBE Consulting, Inc	X													

	Rates		
Job Classification	Hourly Rate	Multiplier	Billable Rate
Executive Vice President			$400
Vice President			$360
Senior Manager			$320
Manager			$295
Senior Consultant			$250
Consultant			$220
Creative Director			$220
Associate			$185
Graphic Designer			$160
Analyst			$135
Administration			$100

Business Travel Expense Policy

Groveland
FLORIDA
City with Natural Charm™

Effective March 16, 2020

A. Purpose

The purpose of this Policy is to ensure the City of Groveland reimburses employees and council for reasonable business travel expenses incurred while on assignments away from the City.

B. Scope

This Policy shall apply to business travel expenses incurred for which reimbursement is requested by employees and council.

C. Definitions

Council Member: An elected official of the City of Groveland representing the residents. This will also include the Mayor and Vice Mayor for the purpose of this policy.

Employee: An individual employed by the City of Groveland drawing a salary or wages, whether elected or not, and any non-compensated individual performing personal services for such a governmental body.

Incidental Expenses: Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.

Per Diem: An allowance for each day for the purchase of meals and incidental items arising from business travel.

D. Responsibilities

The employee or council member who is traveling is responsible for providing the details of his/her travel plans and receiving any necessary preauthorization approvals and complying with all the policy guidelines and requirements. The employee or council member is responsible for identifying and utilizing the most responsible and efficient means when traveling for City business.

E. Eligible Expenses

The following are types of expenses which are eligible for reimbursement per the policy.

1. *Registrations*

The cost associated with registering for training/conference.

2. *Transportation*

Employees are encouraged to utilize the most efficient means for travel to and from the destination and shall consult with their department director. This could include:

1. Use a City vehicle purchased for employee travel; or

2. Use a City vehicle already permanently assigned to them; or
3. Use of a personal vehicle; or
4. Use of a rental car; or
5. Use of air transportation; or
6. Use of rail transportation.

Mileage - Employees using their privately owned vehicle for official authorized City business shall be reimbursed for such use at the IRS Standard Mileage Rate. This rate shall be adjusted annually on January 1st in accordance with the IRS Standard Mileage Rate. This rate applies for both in and out-of-county travel. The 2020 IRS standard mileage rate is $0.575 per mile.

Internet mapping (via Google Maps) should be submitted to document the estimated mileage and may also be used for documentation of the actual mileage. The employee may submit actual mileage should estimate vary from the actual. Mileage will be based on distance from employee's normal workplace or from their home, whichever is closer to their final travel destination only. https://www.google.com/maps

Employees are eligible to receive mileage reimbursement for in and out of City mileage incurred. Department Directors may receive mileage reimbursement as long as the destination is 10 miles or greater from their work location.

Rental Car: Standard rental car is covered if it is required/cost effective. Documentation showing airfare quotes, rental car quotes and mileage and other estimated expenses required with travel forms. Preauthorization is required. Standard rental car is considered to be $35 a day rental or mid-sized rental car (or equivalent size). If a group is traveling together, a larger rental car may be appropriate and can be authorized by a Department Director or City Manager.

Parking: Standard parking only {Valet parking is considered an upgrade and would only be covered if no other parking is available)

Tolls: (this should be noted on Internet mapping)

Taxi/Rideshare:

- Transportation from the airport to the hotel.
- If the conference is more than .5 miles {10-minute walk) distance from the hotel, the city authorizes one taxi/rideshare to and from the hotel to the conference daily provided there is no free shuttle available from the hotel. All exceptions must be then approved bythe City Manager, when necessary.
- If the conference has a function that is offsite, documentation for the function must be included in order to be covered.

- Tips related to taxi/rideshares are limited to 10% of the fare.

Airfare: Base airfare is covered and a maximum of one checked bag. Seat selection is allowed. *Travel insurance if preauthorized by the Finance Director and City Manager with documentation to show just cause.*

3. Lodging

The City will cover the full cost of lodging for:

- Standard Room Charge (no hotel upgrades)
- Air B&B, Lifekey, etc. (standardaccommodation)

Lodging is expected to be reasonable based on the travel location and length of stay.

4. Meals

Meals are paid at the standard IRS/GSA per diem rate. The rates are based on the Orlando identified location and updated per the IRS/GSA per diem rate for that identified area and will be updated per the IRS/GSA website. www.gsa.gov/portal/category/100120. If the individual is traveling to a location with a higher IRS/GSA per diem rate as indicated by the above website, the City Manager is allowed to authorize the higher per diem rate.

The 2020 rate for the Orlando region is as follows:

Description	Amount
Meals & Incidentals Total (per day)	$66.00
First & Last day of Travel	$49.50
Breakfast	$16.00
Lunch	$17.00
Dinner	$28.00
Incidental Expenses	$ 5.00

The use of the individual reimbursement amounts is listed for when travel does not require an overnight stay. Per Diem will only be paid out for a maximum of 14 days of travel. If travel is longer than 14 days, costs of meals and incidentals will have to be verified for any additional reimbursement and may not exceed the per meal rate. If additional reimbursement will be requested, receipts of all meals and incidentals will be required for the entire length of the trip and costs will be verified so that expenses do not exceed the allowed meal costs.

Incidental Expenses are only paid as part of per diem for travel which results in overnight stays.

F. Ineligible Expenses

Any of the expenses not listed in section E would be considered ineligible expenses. The below list is not to be considered the only ineligible expenses. Some examples are included below for a reference.

- Hotel upgrades
- Personal room charges
- Alcoholic beverages
- Meals, food and other drinks, etc. when per diem has been issued.
- Personal care items
- Sales tax for in state travel
- Costs related to spouses, children or other non-employees of the City
- Airfare - priority boarding or upgrades in class to business/ first class

G. Approvals

Department Directors approve travel for all employees within their department and the City Manager approves Department Head and City Council travel. Finance Director will review and approve reimbursements to the City Manager.

Department Directors are responsible for managing the business travel expenses for their department in relation to their budgets. If anticipated travel costs will exceed the department budget related to travel, the travel will have to be approved by the Finance Director and City Manager.

H. Travel Reimbursement

When travel is completed, employees and council members must submit completed travel expense reports within five business days. Complete a travel expense report with required approvals and sent to the Finance Department for reimbursement. Reports must be accompanied by receipts for all individual expenses requesting reimbursement exclusive of use of per diem. Examples of receipts needed would include lodging, rental cars, air fare, taxis, parking, etc... Meals will not require receipts unless requesting reimbursement over the maximum number of days per diem is provided.

Please also refer to the Credit Card policy if the City issued credit card was used for any of the expenses while traveling.

I. Personal Time & Travel Guests

Employees and council members on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with the successful completion of business objectives. Generally, employees are permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from

such nonbusiness travel or companions are the responsibility of the employee/council member and are not to be charged to a City credit card or be reimbursed.

J. Abuse of Policy

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

K. Authority

Approved and adopted by the Groveland City Council by Resolution Number 2020-17 on March 16, 2020.

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as Chad Cowan (Role) of Raftelis Financial Consulting (Company).

3. Raftelis Financial Consulting (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I, Chad Cowan, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Raftelis Financial Consulting
Company Name

Authorized Signatory

Chad Cowan
Printed Name

Senior Manager
Title

8/8/24
Date

RAFTELIS

September 9, 2025

Mr. David Lynch
Town Manager
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Subject: **Agreement to Provide Utility Rate and Management Consulting Services**

Dear Mr. Lynch:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this task authorization to provide professional utility rate and management consulting services to the Town of Pembroke Park, Florida (the "Town" or "Client"). Based on our discussions with the Town, the purpose of this task authorization is to provide: i) a wastewater utility rate; ii) a stormwater utility revenue sufficiency study; iii) a bond feasibility study. This task authorization is pursuant to the terms and conditions of the City of Groveland Continuing Consultant Services Agreement dated August 8, 2024 between the City of Groveland and Raftelis (the "Piggyback Agreement") that provides for ongoing utility rate and management consulting services. A copy of the Piggyback Agreement is attached as Attachment D. The scope of services to be performed for the task authorization is attached as Attachment B.

We appreciate the opportunity to assist the Town to address its rate administrative needs. If this task authorization is acceptable to the Town, please acknowledge your acceptance below and return an executed copy to Raftelis. The receipt of the executed task authorization will serve as our notice to proceed. If you have any questions, please do not hesitate to call. We look forward to working with the Town on this project.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry L. Thomas will be the Project Director, and Shawn Ocasio will be the Project Manager and primary contact with the Town. Other staff consultants, analysts and administrative personnel will be utilized during the engagement as needed. The services covered by this task authorization shall be billed based on the direct labor rates set out in Attachment A, which is made a part of this proposal.

SCOPE OF SERVICES

The scope of services to be performed by Raftelis for this task authorization is included on Attachment B.

COMPENSATION AND BILLING

Based on the scope of services for this task authorization as summarized herein in Attachment B and the direct hourly labor billing rates from the Piggyback Agreement as identified on Attachment A, we propose to establish a not-to-exceed contract budget to provide the scope of services of $118,000. The cost of each of the components of the services are as follows:

Project Components		Project Fee
Wastewater Utility Rate Study		$43,000
Stormwater Utility Revenue Sufficiency Study		$36,000
Bond Feasibility Study		$39,000
Task Authorization Total		**$118,000**

Detailed cost estimates in support of these amounts are provided in Attachments C-1 through C-3.

This project budget amount includes the direct cost of personnel and sub-consulting fees anticipated for the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by Raftelis for such other direct costs, if any, will be billed to the Town based on the Standard Unit Costs or reimbursement schedule as reflected on Attachment A. It is proposed that Raftelis will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members, the other direct costs incurred and the pass-through of any sub-consulting costs that may be required for the engagement. No additional services above the cost estimate will be performed without the prior written authorization of the Town.

FINANCIAL ADVISOR DISCLOSURE

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing "advice" as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of "advice" includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the Town should issue debt based on the terms and assumptions used to develop the financial evaluation, or that the Town will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of this rate model update, including any related municipal advice, is intended only to provide information useful in evaluating

the potential impact on the utility and future rate adjustments of a potential course of action for the Town. If the Town decides at some future date to issue debt, then at that time the Town will need to engage an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the Town's credit rating at the time of issuance. At that time, as a registered Municipal Advisor, Raftelis can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond feasibility report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor.

By issuing a purchase order that includes the terms of this Task Authorization, the Town is indicating its approval and acceptance of the proposed scope of work and fees, the Town is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board ("MSRB") provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at www.msrb.org.

TERM OF AGREEMENT

The terms of this proposed agreement and the associated direct hourly labor billing rates for Raftelis personnel shall be in effect and continue through the completion of the project or some other contract period as mutually agreed to between the Town and Raftelis. It is anticipated that the wastewater and stormwater rate studies will be completed within 240 days after being given authorization to proceed.

We appreciate the opportunity to submit this agreement to provide rate consulting services to the City. If this agreement is acceptable, please execute both copies and return one copy to Raftelis.

Very truly yours,

Raftelis Financial Consultants, Inc.

Henry L. Thomas

Henry L. Thomas
Senior Vice President

ACCEPTED BY:

Town of Pembroke Park, Florida

_____
Name

_____
Title

_____
Date

Attachments

ATTACHMENT A

TOWN OF PEMBROKE PARK, FLORIDA
UTILITY RATE AND MANAGEMENT CONSULTING SERVICES

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates
Executive Vice President / Principal	$400.00
Vice President	$360.00
Senior Manager	$320.00
Manager	$295.00
Senior Consultant	$250.00
Consultant	$220.00
Creative Director	$220.00
Associate	$185.00
Graphic Designer	$160.00
Analyst	$135.00
Administration	$100.00

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	$0.445 per mile
Lodging / Other Travel Costs	Travel Expenses per FS 119.061
Meals	Not-to-Exceed per Raftelis Employee per FS 119.061; Currently: $6.00 – Breakfast $11.00 – Lunch $19.00 – Dinner

ATTACHMENT B

TOWN OF PEMBROKE PARK, FLORIDA
UTILITY RATE AND MANAGEMENT CONSULTING SERVICES

SCOPE OF SERVICES

I. SCOPE OF SERVICES

The Scope of Services to be performed by the personnel of Raftelis for the Wastewater Rate Study, Stormwater Revenue Sufficiency Study, and Bond Feasibility Study are summarized below by task:

A. Wastewater Utility Rate Study

Task 1 – Data Request and Data Gathering

Raftelis will prepare a written data request for the collection of financial, customer billing, operating, engineering, and planning data necessary to conduct the Wastewater Utility Rate Study. Information requested will include, but is not limited to, financial statements, existing rate schedules, operating budgets and capital work plans, existing debt service schedules, wholesale treatment agreements and rates, fixed asset data and customer billing data. The initial data request will be as comprehensive as possible; however, it is contemplated that follow up data requests will be required during the study. Once the Town has responded to the initial data request, the data provided will be reviewed and incorporated into the development of Town's utility financial planning and rate model. This task assumes a total of 12 hours (Senior Manager at 4 hours and a Consultant at 8 hours) associated with data gathering, compilation, and validation activities. One (1) virtual project kickoff meeting will be held as a part of this task to discuss project objectives, timeline, and any data request related questions the Town may have.

Task 2 – Customer, Sales and Revenue Forecast

Raftelis will prepare an updated forecast of customer and usage requirements for the Wastewater Utility based on detailed customer account information provided by the Town. This task will include review of the most recent historical customer statistics by services type and rate classification and the development of a forecast of customers and revenues based on the best available information about future growth. This task also includes preparing a detailed profile of billing determinants for the Wastewater Utility to be included in the financial forecast. The first step of this task will be to work with Town staff to specify the billing data to be provided. Once the customer billing data is provided it will be summarized and assembled for use in the financial forecast models and revenue sufficiency reviews. This summarized customer billing and sales data will then be applied to the current customer billing rates to develop a projection of rate revenues for the forecast period.

Task 3 – Development of Projected Revenue Requirements

Raftelis will prepare a five-year financial forecast and revenue requirements analysis based on the Town's proposed FY 2026 Budget and CIP for the Wastewater Utility System. This task will include analysis of operations and maintenance expenses, capital expenditures and funding criteria, and other non-operating costs such as debt service, renewal and replacement funding requirements and general fund transfers. A general review of any existing or proposed debt covenant compliance issues will also be performed. This task will also include the development of a forecast of revenues and income including utility rate revenues, other operating revenues from miscellaneous service charges and other income such as interest income on fund balances. The forecast of utility rate revenues will be based on applying the adopted rate schedules to the customer forecast and detailed profile of billing determinants developed in Task No. 2. The final step in this task will be to compare the projected revenues from existing rates with the projected revenue requirements to estimate the adequacy of current and future rate levels. Based on this summary of the adequacy of rates, Raftelis will then develop proposed Wastewater Utility rate adjustments. Up to three (3) rate adjustment / funding scenarios are contemplated as a part of this task. Up to two (2) virtual meetings at up to two (2) hours long each are anticipated as a part of this task.

Task 4 – Wastewater Rate Design

Based on the overall revenue requirements identified in Task 3, Raftelis will develop rates for wastewater service including monthly base charges and usage related charges based on the rate adjustment scenarios developed in Task 3. Up to two (2) design scenarios are contemplated as a part of this task. An evaluation of the feasibility of implementing a wholesale treatment adjustment clause will be provided as part of the rate design task. A comparison of the proposed rates with the Town's existing rates and the rates of other neighboring utilities will be prepared to disclose the impact of any proposed rate adjustments. Up to two (2) virtual meetings at one (1) hour long each are anticipated as a part of this task.

Task 5 – Wastewater Rate Study Results

Raftelis will attend one (1) onsite public workshop meeting and one (1) onsite public hearing to present the results of the wastewater rate study to the Town Council. This task will also include preparation of a PowerPoint briefing document and a letter report to summarize the study results and review of the Town's draft rate resolution as drafted by the Town's Attorney.

LIST OF ANTICIPATED DELIVERABLES

The deliverables to be provided with respect to the preparation of the Wastewater Rate Study shall include the following items:

- Initial Data Request
- Projected Revenue Requirements and the Adequacy of Existing Rates
- Proposed Wastewater Rates
- Rate Comparison of Proposed Rates with Existing Rates and Other Jurisdictions
- Briefing Document to Summarize the Rate Study

- Report Summarizing the Rate Study, Assumptions and Recommendations

TOWN STAFF ASSISTANCE

The Town staff will be called upon to assist Raftelis to complete the engagement on a timely basis. The following is a list of the activities anticipated to be performed by the staff of the Town:

1. The gathering of specific customer, operational and financial data and billing information relative to the Project;
2. The performance of certain analyses relative to the compiling of data if not in a usable format in general records and reports of the Town; and
3. Performing a general review and providing comments relative to the study assumptions and results of our analyses and report in support of the proposed rates for wastewater service.

MEETINGS

As described in the tasks above, Raftelis will attend up to seven (7) total meetings during the course of the project comprised of two (2) onsite meetings and five (5) offsite / virtual meetings.

1. One (1) offsite / virtual project kickoff meeting to review the project goals and objectives as well as discuss any preliminary related data questions and finalize the project schedule with Town staff.

2. Four (4) offsite / virtual meetings to discuss data related questions, review study assumptions, discuss results with Town staff.

3. Two (2) onsite meetings to present the assumptions, conclusions, and recommendations of the Study to the Town Council. It should be noted that these two (2) meetings are anticipated to be shared with the Stormwater Revenue Sufficiency Study's onsite meetings in order to provide certain cost efficiencies for the Town.

ADDITIONAL SERVICES

During the course of the study, the Town may request additional services from Raftelis. Such services will not be conducted until authorized by the Town as mutually agreed between the Town and Raftelis. The Town will be billed for such additional services based on the hourly rate schedule of Raftelis' employees as shown in this agreement or some other basis as mutually agreed between the Town and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include (but not be limited to) the following:

1. Attendance of additional meetings above what is contemplated in the scope of services. Should meetings that were originally anticipated to be shared later be held separately then this will constitute additional meetings.

2. Providing general consulting services relating to meeting with third parties regarding the derivation of the fees, providing litigation support services in the event of a challenge of the fees, and other related issues not contemplated in the above scope of services.

3. Development of miscellaneous fees or charges for services such as wastewater impact fees, tap fees, late payment fees.

4. Additional time associated with data gathering and compilation activities above what is already contemplated in Task 1 above.

5. Delays in the project schedule that would affect the budget for the scope of services reflected herein.

6. Development of additional rate adjustment analyses / funding scenarios / rate design scenarios above those contemplated in the Tasks 3 and 4 above.

B. Stormwater Utility Revenue Sufficiency Study

The following represents the scope of services for the preparation of a Stormwater Utility Revenue Sufficiency Study for the Town. The tasks included in the scope of services are described below:

Task 1 – Project Initiation / Data Request and Data Gathering

The project initiation phase consists of three tasks that include:

1. Initial Project Meeting
2. Data Collection and Review

Task 1.1 – Initial Project Meeting – To begin this project, Raftelis staff will attend one (1) virtual meeting with Town staff to discuss the project's data requirements, schedule, and project goals and objectives.

Task 1.2 – Data Collection/Review – Raftelis will prepare a data request to facilitate the collection of operating, financial and customer data, and any other information needed to prepare the Study. It should be noted that this task anticipated eight (8) hours of time (2 Senior Manager hours and 6 Consultant hours) associated with data gathering and compilation activities. Examples of the data required include (but are not limited to):

1. Detailed Operating budgets and projection of operating expenses to reflect any changes in the level of service;
2. Five Year Capital Improvement Plan; and

3. Detailed Equivalent Residential Billing statistics.

Task 2 – Stormwater Utility Financial Analysis

Raftelis will review the Town's stormwater utility operating budgets and capital improvement plan and will develop a five-year financial analysis based on the proposed Fiscal Year 2026 operating and capital budget. The results of the five-year financial analysis will be used to develop proposed rates and capital funding strategies.

1. Identification of five-year stormwater utility expenditures needs for operations, maintenance, administration, equipment, capital improvements and asset replacement including any future staffing needs such as additional maintenance crews. The projected revenue requirements will address the Town's future staffing plan and anticipated capital projects and incorporate such costs into the projected revenue requirements. To develop projections of revenues under existing rates, Raftelis will work with the City to identify projected new development.
2. Summarizing the five-year revenue requirements analysis for the stormwater management program and evaluating the adequacy of currently adopted stormwater rates. Up to three (3) rate adjustment / funding scenarios are anticipated as a part of this task.
3. During preparation of the five-year revenue requirements analysis, Raftelis will attend up to three (3) offsite / virtual meetings with Town staff to review the projected costs and alternative funding methods that will serve as the basis for proposed rates for stormwater service. Each offsite / virtual meeting is anticipated to last up to two (2) hours long.

Task 3 – Develop Stormwater Rates

In this task, Raftelis will develop overall rate adjustments applied to the existing rate methodology to recover the expenditures identified in the five-year financial analysis. Up to three (3) scenarios are anticipated as noted in Task 2 above.

Task 3.1 – Develop Proposed Stormwater Rates – Raftelis will prepare a schedule of proposed rates based on a uniform application of the recommended rate revenue adjustments.

Task 3.2 – Comparison of Proposed Rates – Raftelis will prepare a comparison of the proposed rates with the existing rates and the rates of other neighboring utilities.

Task 3.3 – Update Stormwater Utility Rate Ordinance – Raftelis will review the Town's proposed stormwater utility rate resolution as prepared by the Town's Attorney.

Task 4 – Report Preparation and Presentation

The results of the stormwater rate study will be summarized in a letter report for presentation to the Town. The report will document Raftelis' assumptions and considerations, a summary

of the methodologies relied upon in developing the proposed rate adjustments, and our findings and conclusions.

In order to present the rates to the Town and the public, Raftelis will make two (2) onsite presentations to the Town Council, as appropriate, to discuss the recommended utility rates and the effects of billing such rates on the utility customers.

These specific deliverables will be provided:

Deliverable 1 – At the conclusion of Task 3, a comparison of the existing and proposed rates and a comparison to other utilities stormwater service rates.

Deliverable 2 – At the conclusion of Task 4, a rate study report and briefing materials documenting our assumptions, analyses, observations, and conclusions associated with the financial forecast and design of proposed rates.

TOWN STAFF ASSISTANCE

The Town staff will be called upon to assist Raftelis to complete the engagement on a timely basis. The following is a list of the activities anticipated to be performed by the staff of the Town:

1. The gathering of specific customer, operational and financial data and billing information relative to the Project;
2. The performance of certain analyses relative to the compiling of data if not in a usable format in general records and reports of the Town; and
3. Performing a general review and providing comments relative to the study assumptions and results of our analyses and report in support of the proposed rates for stormwater service.

MEETINGS

As described in the tasks above, Raftelis will attend up to six (6) total meetings during the course of the project comprised of two (2) onsite meetings and four (4) offsite / virtual meetings.

1. One (1) offsite / virtual project kickoff meeting to review the project goals and objectives as well as discuss any preliminary related data questions and finalize the project schedule with Town staff.

2. Three (3) offsite / virtual meetings to discuss data-related questions, review study assumptions, discuss results with Town staff.

3. Two (2) onsite meetings to present the assumptions, conclusions, and recommendations of the Study to the Town Council. It should be noted that these two (2) meetings are

anticipated to be shared with the Wastewater Rate Study's onsite meetings in order to provide certain cost efficiencies for the Town.

ADDITIONAL SERVICES

During the course of the study, the Town may request additional services from Raftelis. Such services will not be conducted until authorized by the Town as mutually agreed between the Town and Raftelis. The Town will be billed for such additional services based on the hourly rate schedule of Raftelis' employees as shown in this agreement or some other basis as mutually agreed between the Town and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include (but not be limited to) the following:

1. Attendance of additional meetings above what is contemplated in the scope of services. Should meetings that were originally anticipated to be shared later be held separately then this will constitute additional meetings.

2. Providing general consulting services relating to meeting with third parties regarding the derivation of the fees, providing litigation support services in the event of a challenge of the fees, and other related issues not contemplated in the above scope of services.

3. Development of miscellaneous fees (late payment fees, etc.).

4. Additional time associated with data gathering and compilation activities above what is already contemplated in Task 1 above.

5. Delays in the project schedule that would affect the budget for the scope of services reflected herein.

6. Development of additional rate adjustment analyses / funding scenarios above those contemplated in the Tasks 2 and 3 above. Note the scenarios in Tasks 2 and 3 are the same three (3) and not additive of each other.

C. Bond Feasibility Study

The scope of service is related to the preparation of a Bond Feasibility Study for the wastewater and stormwater utility systems. The scope of services shall be as follows:

Task 1 – Data Acquisition and Review

Raftelis will prepare a written data request outlining the necessary information that will need to be compiled by the Town in order to prepare a Bond Feasibility Study following the adoption of the Wastewater and Stormwater Rate studies. The data requested will include, but not be limited to, the following: i) historical operating results for Fiscal Years 2021 through 2025 for each system; ii) historical customer billing information for the ten largest

customers of each system, ii) historical and future population and development information; iii) any updates to the capital improvement program, iv) planning documents including information regarding current and/or planned level of service standards; and v) other data and information considered necessary to perform the study. Raftelis will attend up to six (6) virtual meetings (each up to two hours long) with the Town's financing team during preparation of the Bond Feasibility Study to obtain direction and guidance on issues and objectives of the study and to collect and review information associated with the study. It should be noted that the data gathering / compilation activities associated with this task are anticipated at ten (10) hours of time (2 Senior Manager hours and 8 Consultant hours).

Task 2 – Historical and Projected Operating Results

This task will include a review and summarize service area demographics and types customers served including any projections of service area population and new development by type of development (e.g., single-family, multi-family, commercial etc.). In addition, an evaluation of historical operating results for Fiscal Years 2021 through 2025 will be compiled and projected operating results based on the results of the Wastewater and Stormwater Rate Studies. The projected operating results will include the proposed capital financing plan and projections of debt service coverage.

Task 3 – Preparation of Bond Feasibility Report

Raftelis will coordinate with the City's engineers and financial staff to prepare the Bond Feasibility Report to include discussions of the City's wastewater and stormwater utility system rates, and historical and projected operating results. Up to three (3) iterations/drafts of the report are anticipated as a part of this task.

Task 4 – Additional Bonds Test and Certificates

Based on historical available information will prepare an Additional Bonds Test, as necessary for the Bond Feasibility Report and a Closing Certificate upon completion of the study.

LIST OF ANTICIPATED DELIVERABLES

The deliverables to be provided in this engagement include the following items:

- Data Request
- Draft and Final Bond Feasibility Study Reports
- Additional Bonds Test
- Closing Certificate

MEETINGS

As described in the tasks above, Raftelis will attend up to six (6) offsite / virtual meetings during the course of the project.

1. Six (6) offsite / virtual meetings to discuss data-related questions, to discuss study assumptions, discuss deliverables, and other relevant items with the Town's financing team.

ADDITIONAL SERVICES

During the course of the study, the Town may request additional services from Raftelis. Such services will not be conducted until authorized by the Town as mutually agreed between the Town and Raftelis. The Town will be billed for such additional services based on the hourly rate schedule of Raftelis' employees as shown in this agreement or some other basis as mutually agreed between the Town and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include (but not be limited to) the following:

1. Attendance of additional meetings above what is contemplated in the scope of services.

2. Providing general consulting services relating to meeting with third parties regarding the derivation of the fees, providing litigation support services in the event of a challenge of the fees, and other related issues not contemplated in the above scope of services.

3. Additional time associated with data gathering and compilation activities above what is already contemplated in Task 1 above.

4. Delays in the project schedule that would affect the budget for the scope of services reflected herein.

5. Development of additional rate adjustment analyses / funding scenarios outside of what was adopted as a part of the Wastewater Rate Study and Stormwater Revenue Sufficiency Study.

6. Development of additional drafts of the feasibility report above the three (3) iterations contemplated above.

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ATTACHMENT C-1

Town of Pembroke Park, Florida

Cost Estimate for Wastewater Utility Rate Study

Line No.		Task Number	Vice President	Senior Manager	Consultant	Admin.	Totals
1	**Project Billing Rates ($/Hr.)**		$360.00	$320.00	$220.00	$100.00	
	Wastewater Rate Study						
2	Task 1 - Data Request and Data Gathering	1	0.0	5.0	8.0	0.0	13.0
3	Task 2 - Customer, Sales, and Revenue Forecast	2	1.0	6.0	12.0	0.0	19.0
4	Task 3 - Development of Projected Revenue Requirements	3	2.0	8.0	16.0	0.0	26.0
5	Task 4 - Wastewater Rate Design	4	1.0	8.0	16.0	0.0	25.0
6	Task 5 - Wastewater Rate Study Results	5	2.0	12.0	8.0	6.0	28.0
	Meetings:						
7	Virtual Project Kickoff Meeting x1	1	1.0	1.0	0.0	0.0	2.0
8	Virtual Meetings to Review Questions, Assumptions, Preliminary Results x4	2 - 4	6.0	6.0	0.0	0.0	12.0
9	Onsite Meetings to Present Results to Town Council x2 (Shared with Stormwater Study)	5	10.0	10.0	0.0	0.0	20.0
10	Project Management	All	3.0	4.0	0.0	2.0	9.0
11	Total Hours		26.0	60.0	60.0	8.0	154.0
12	Direct Labor Cost		$9,360	$19,200	$13,200	$800	$42,560
	Allowance for Indirect Costs						
13	Miscellaneous (Phone\Postage\Reproduction\Other)						$70
14	Travel Expenses (Rental Car, Meals, Tolls, etc.) - Shared with Stormwater Study						370
15	Total Allowance for Indirect Costs						$440
16	**Total Project Cost (Rounded)**						**$43,000**

ATTACHMENT C-2

Town of Pembroke Park, Florida

Cost Estimate for Stormwater Revenue Sufficiency Study

Line No.		Task Number	Vice President	Senior Manager	Consultant	Admin.	Totals
1	**Project Billing Rates ($/Hr.)**		$360.00	$320.00	$220.00	$100.00	
	Stormwater Revenue Sufficiency Study						
2	Task 1 - Data Request and Data Gathering		0.0	2.0	6.0	0.0	8.0
	Task 2 - Stormwater Utility Financial Analysis						
3	Customer, Sales and Revenue Forecast		0.0	6.0	8.0	0.0	14.0
3	Projection of Operating and Maintenance Expenses		0.0	2.0	8.0	0.0	10.0
4	Capital Improvement Program Funding Analysis		0.0	2.0	8.0	0.0	10.0
5	Projection of Other Revenue Requirements		0.0	1.0	4.0	0.0	5.0
	Task 3 - Develop Stormwater Rates						
6	Review Adequacy of Existing Rates		2.0	3.0	1.0	0.0	6.0
7	Prepare Rate Comparison		0.0	1.0	4.0	0.0	5.0
	Task 4 - Report Preparation and Presentation						
8	Preparation of Presentation Briefing Documents		1.0	2.0	6.0	0.0	9.0
9	Preparation of Letter Report		1.0	8.0	4.0	6.0	19.0
	Meetings:						
10	Virtual Project Kickoff Meeting x1		1.0	1.0	0.0	0.0	2.0
11	Virtual Meetings to Review Questions, Assumptions, Preliminary Results x3		6.0	6.0	0.0	0.0	12.0
12	Onsite Meetings to Present Results to Town Council x2 (Shared with Wastewater Study)		10.0	10.0	0.0	0.0	20.0
13	Project Management		3.0	4.0	0.0	2.0	9.0
14	Total Hours		24.0	48.0	49.0	8.0	129.0
15	Direct Labor Cost		$8,640	$15,360	$10,780	$800	$35,580
	Allowance for Indirect Costs						
16	Miscellaneous (Phone\Postage\Reproduction\Other)						$50
17	Travel Expenses (Rental Car, Meals, Tolls, etc.) - Shared with Wastewater Rate Study						370
18	Total Allowance for Indirect Costs						$420
19	**Total Project Cost (Rounded)**						**$36,000**

ATTACHMENT C-3

Town of Pembroke Park, Florida

Cost Estimate for Wastewater and Stormwater Bond Feasibility Study

Line No.		Task Number	Vice President	Senior Manager	Consultant	Admin.	Totals
1	**Project Billing Rates ($/Hr.)**		$360.00	$320.00	$220.00	$100.00	
	Bond Feasibility Study						
2	Task 1 - Data Acquisition and Review		0.0	2.0	8.0	0.0	10.0
3	Task 2 - Historical and Projected Operating Results		4.0	8.0	16.0	0.0	28.0
4	Task 3 - Preparation of Bond Feasibility Report		16.0	16.0	8.0	16.0	56.0
5	Task 4 - Additional Bonds Test and Certificates		2.0	8.0	4.0	0.0	14.0
	Meetings:						
6	Virtual Meetings with Town's Financing Team x 6		12.0	12.0	0.0	0.0	24.0
7	Project Management		2.0	5.0	0.0	2.0	9.0
8	Total Hours		36.0	51.0	36.0	18.0	141.0
9	Direct Labor Cost		$12,960	$16,320	$7,920	$1,800	$39,000
	Allowance for Indirect Costs						
10	Miscellaneous (Phone\Postage\Reproduction\Other)						$0
11	Total Allowance for Indirect Costs						$0
12	**Total Project Cost (Rounded)**						**$39,000**

ATTACHMENT D

CONTINUING CONSULTANT SERVICES AGREEMENT

This Agreement is made and entered into on this 8th day of August, 2024, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 156 South Lake Avenue, Groveland, Florida 34736, and **RAFTELIS FINANCIAL CONSULTANTS, INC.**, (hereinafter referred to as "CONSULTANT"), a Foreign Profit Corporation, Federal Employer Identification Number 20-1054069, whose principal location is 227 West Trade Street, Suite 1400, Charlotte, North Carolina 28202.

PREMISES

WHEREAS, the CITY issued a Request for Proposals (RFP) #2023-RFP-019, Citywide On-Call Professional Services for the purpose of contracting with multiple consulting firms to provide general and professional services to include capital construction projects or studies;

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY for the outlined services upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY;

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services, and;

WHEREAS, this Agreement shall constitute a continuing services contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. **SCOPE OF PROFESSIONAL SERVICES**

   CONSULTANT shall provide professional services as provided in RFP 2023-RFP-019, Citywide On-Call Professional Services, which is incorporated by reference herein, and services as outlined within Exhibit A, Scope of Professional Services, attached. CONSULTANT will perform all such services in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time and location services are rendered.

   The CITY shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the CONSULTANT is providing these services on a nonexclusive basis. The CITY, at its option, may elect to have any of the services set forth herein performed by other consultants or CITY staff. CONSULTANT shall be responsible for the accuracy of the work products and shall promptly correct its errors and omissions without additional compensation. Acceptance of work products by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

2. **COMPENSATION AND METHOD OF PAYMENT**

   CITY shall pay CONSULTANT in accordance with Exhibit B, Hourly Billing Rate Schedule, which is attached hereto and incorporated herein by reference as part of this Consultant Services Agreement (CSA). The Hourly Billing Rate Schedule identifies all job classifications, which will perform billable services pursuant to this CSA and the hourly rate for each job classification. Only those job classifications incorporated into Exhibit B will be authorized to provide services to the CITY. The CITY reserves the right to negotiate additional job classifications, should the need arise.

   Exhibit B, Hourly Rate Schedule will reflect the following:

   a. Job Classification;
   b. List of CONSULTANT staff that may be requested to provide services under this Agreement;
   c. A Range of Base Hourly Rates per job classification;
   d. Breakdown of Multiplier to be applied to the Range of Base Hourly Rates;
   e. A Range of Billable Hourly Rates per job classification.

The CONSULTANT shall, when requiring the services of subconsultants, be responsible for the integration of all subconsultants' work into the documents and for all payments to such subconsultants out of the approved Task Order. Services rendered by the CONSULTANT in connection with the coordination of any such subconsultants or other personnel services shall be considered within the scope of the Agreement and no additional fee will be due the CONSULTANT for such work.

Consumables, miscellaneous expenses, and travel expenses shall be paid in accordance with FS 119.061 and the City of Groveland Travel Policy, dated March 16, 2020, which is attached hereto and incorporated herein by reference as part of the CSA. Any charge submitted as a pre-approved expense, i.e., materials, supplies, equipment, etc., shall be billed at cost plus ten percent (10%).

The CONSULTANT'S compensation shall be established and authorized for each Task Order on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the Agreement. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the first year of the Agreement. Compensation for any authorized cost that is not set forth in the Agreement shall be negotiated prior to issuance of the Task Order and shall be supported by Exhibit B, Hourly Billing Rate Schedule.

A. CONSULTANT shall provide a "Not-to-Exceed" fee for the approved Task Order. The total sum of all personnel, including subconsultants, expenses, and miscellaneous costs supported by the approved Task Order shall be considered a "Not-to-Exceed" fee. No additional compensation shall be due unless changes are made to the approved Task Order.

B. Exhibit B, Hourly Rate Schedule may be adjusted one time annually and then only at the beginning of each new one-year period with the consent of the CITY which consent may be withheld in its sole discretion. All such adjustments must be supported by a CITY approved index with calculations reflecting a clear equation supporting the proposed adjustment(s).

C. At the end of each month CONSULTANT may submit an invoice for services rendered during that month based upon progress completed to date. All travel, per diem, mileage, etc., will be in accordance with Exhibit C, Travel Policy.

D. Upon satisfactory completion of the Task Order or any Change Order thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.

E. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT in accordance with Florida Statute 218.73, Local Prompt Pay Act.

F. When work is assigned, CONSULTANT must submit a comprehensive scope with all relevant information incorporated to the CITY within ten (10) days of assignment.

3. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under any Task Order under this Agreement. Such changes and method of compensation must be agreed upon in writing by revised Task Order(s) and updated Purchase Order.

4. RESPONSIBILITY OF THE CITY

The CITY will furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with any Task Order issued under this Agreement. Such data, plans, maps, and other planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT. CONSULTANT may rely on all data and information provided by or on behalf of the CITY in writing without additional investigation, unless otherwise instructed by the CITY.

5. **REPRESENTATIVE OF THE CITY AND CONSULTANT**

It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.

CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

Chad Cowan, Project Manager
341 N. Maitland Avenue, Suite 300
Maitland, Florida 32751
ccowan@raftelis.com.

6. **TERM OF THE AGREEMENT**

The term of this Agreement shall be from the date last signed by a party to this Agreement until the last day of the last month of the fifth (5th) year after original execution. All work in progress at the time of expiration of the Agreement will extend beyond the expiration of this Agreement; the term of this Agreement shall automatically be extended until completion of the work. No new work will be issued after the date of termination of the Agreement regardless of all on-going work.

7. **TERMINATION**

A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.

B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work identified in all executed task orders to the CITY, whether completed or in progress, that is not yet in the CITY'S possession, except as otherwise is provided for in paragraph 7 above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to CITY upon completion.

C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

8. **INDEMNIFICATION OF CITY**

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the CITY, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its subconsultants, or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT'S insurance or one million dollars ($1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any. Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages

A. The CITY'S review, comment, and observation of the CONSULTANT'S service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

9. INSURANCE

A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a $2,000,000 combined single limit for each occurrence, and Professional Liability insurance in an amount no less than $1,000,000 per claim, as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured on the Commercial General Liability and Automobile Liability policies. Renewal certificates shall be provided to CITY within 30 days of renewal.

B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.

C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.

D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

10. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents identified as a deliverable in Exhibit A, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in providing services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Consultant of any of its intellectual property, know-how or trade secrets.

11. REUSE OF DOCUMENTS

A. Wherever and whenever applicable, all data, plans, drawings and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the CITY for future projects.

B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held liable or responsible for any such reuse.

C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

12. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to City	***If to Consultant***
Jo-Anne Drury, Finance Director	Chad Cowan
156 S. Lake Avenue	Raftelis Financial Consultants, Inc.
Groveland, Florida 34736	341 N. Maitland Avenue, Suite 300
(352) 730-9264	Maitland, Florida 32751
Jo-anne.drury@groveland-fl.gov	ccowan@raftelis.com

With a copy to:
Michael Hein
City Manager
156 S. Lake Avenue
Groveland, Florida 34736

Anita Geraci-Carver
City Attorney
1560 Bloxam Avenue
Clermont, Florida 34711

And an electronic copy to the City's Procurement Director at chris.coghill@groveland-fl.gov.

13. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applications are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

14. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that is has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration in accordance with F.S. 287.055(6)(a).

15. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this Agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

16. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

17. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

18. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the

parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

19. INDEPENDENT CONSULTANT

It is hereby mutually agreed that CONSULTANT is and shall remain an independent CONSULTANT and not an employee of the CITY.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

21. CONVICTED VENDOR LIST

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier, SUBCONSULTANT, 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 s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

22. PUBLIC RECORDS

Pursuant to applicable Florida law, the CONSULTANT'S records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. If applicable, the CONSULTANT agrees to comply with Florida's public records law by keeping and maintaining public records required by the CITY in order to perform the Services. Upon request from the CITY's Custodian of Public Records, the CONSULTANT shall provide the CITY with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the CONSULTANT does not transfer the records to the CITY. Upon completion of the Agreement the CONSULTANT shall transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain all public records required by the CITY to perform the Services. If the CONSULTANT transfers all public records to the CITY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically 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.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS VIRGINIA WRIGHT, CITY CLERK, 156 S. LAKE AVENUE, GROVELAND, FLORIDA 34736, (352) 730-9265, VIRGINIA.WRIGHT@GROVELAND-FL.GOV.

23. FORCE MAJEURE

CONSULTANT shall not be responsible for the delay resulting from its failure to perform if neither the fault nor the negligence of the CONSULTANT or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the CONSULTANT'S control, or for any of the foregoing that affect subconsultants or suppliers if no alternate source of supply is available to the CONSULTANT. In case of any delay the CONSULTANT believes is excusable, the CONSULTANT shall notify the CITY in writing of the delay or potential delay

and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the CONSULTANT could not reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the CONSULTANT first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the CITY. The CONSULTANT shall not be entitled to an increase in the Contract price or payment of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the CONSULTANT shall perform at no increased cost, unless the CITY determines, in its sole discretion, that the delay will significantly impair the value of the Contract, in which case the CITY may (1) accept allocated performance or deliverables from the CONSULTANT, provided that the CONSULTANT grants preferential treatment to CITY with respect to deliverables subject to allocation, or (2) purchase from other sources (without recourse to and by the CONSULTANT for the related costs and expenses) to replace all or part of the deliverables that are subject of the delay, which may be deducted from the Contract total, or (3) terminate the Contract in whole or in part.

24. FEDERAL REQUIREMENTS.

In the event the Contract is paid in whole or in part from any federal government agency or source, the following specific terms, regulations, and requirements governing the disbursement of these funds shall be specified in the contract. To the extent of any conflict, the following terms, regulations, and requirements shall take precedence.

CONSULTANT is required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the FEMA Public Assistance Program and Policy Guide(PAPPG).

This contract is subject to change based on guidance from the Federal funding source.

Equal Employment Opportunity

A. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. §60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 112246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶.

B. Key Definitions.
   1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. §60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract loan, insurance, or guarantee under which the applicant itself participates in the construction work.
   2) Construction Work. The regulation at 41 C.F.R. §60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
   3) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
   4) The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

      "During the performance of this contract, the CONSULTANT agrees as follows:

      a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and

that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

b) The CONSULTANT will, in all solicitations or advertisement for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

d) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The CONSULTANT will furnish all information and reports required by Executive 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

g) The CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONSULTANT or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States."

Contract Work Hours and Safety Standards Act

A. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

B. Where applicable (see 40 U.S.C. §3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part1. See 2 C.F.R. Part 200, Appendix II, ¶.

C. Under 40 U.S.C. §3702, each CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

D. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. The regulation at 29 C.F.R. §5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

1) Overtime requirements. No CONSULTANT or SUBCONSULTANT contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permitany such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for

all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONSULTANT and any SUBCONSULTANT responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and SUBCONSULTANT shall be liable to the United States (in the case of work done under CONSULTANT for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3) Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or SUBCONSULTANT under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or SUBCONSULTANT for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The CONSULTANT or SUBCONSULTANT shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the SUBCONSULTANTs to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any SUBCONSULTANT or lower tier SUBCONSULTANT with the clauses set forth in paragraphs (1) through 94) of this section.

Rights to Inventions Made Under a Contract or Agreement

For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the CONSULTANT, SUBCONSULTANT, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of $150,000 must contain a provision that requires the CONSULTANT to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Emergency Management Agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶G.

A. Clean Air Act.
   1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
   2) The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental protection Agency Regional Office.
   3) The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency ManagementAgency.
B. Federal Water Pollution Control Act.
   1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
   2) The CONSULTANT agrees to report each violation to the CITY of Longboat Key and understands and agrees that the CITY of Longboat Key will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
   3) The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency ManagementAgency.

Procurement of Recovered Materials

A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contracts must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation

and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶7.

B. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Act at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
   1) In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot beacquired-
      a) Competitively within a timeframe providing for compliance with the contract performanceschedule;
      b) Meeting contract performance requirements; or
      c) At a reasonable price.
   2) Information about this requirement, along with the list of EPA-designate items, is available at the Environmental Protection Agency's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), andLabor Surplus Area Firms

A. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime CONSULTANT partakes in five "affirmative steps" designed to ensure that small and minority- owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
   1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
   3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
   4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
   5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

B. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided "Affidavit of Compliance with 2 CFR §200.321 Requirements". The affidavit shall be notarized for this bid to be responsive.

C. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
   1) Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women's business enterprises;
   2) Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
   3) Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: http://dsbs.sba.gov to search for registered minority and small businesses.

Default and Remedy

If the CONSULTANT materially defaults in its obligations under this contract and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to:

a. Immediately terminate this contract by delivering written notice to the CONSULTANT, and
b. Pursue any and all remedies available in law, equity, and under this contract.

Upon such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all work performed through the date of contract termination.

Termination for Cause

This Contract may be terminated by the CITY, in whole or in part, at any time, due to the failure of the CONSULTANT to fulfill its obligations under this contract, subject to the cure period provided in (Default and Remedy), by delivering written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall:

a. Immediately discontinue all work and deliver to the CITY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing the work under this contract, regardless of state of completion.
b. Unless in dispute, claim, or other remedy, the CONSULTANT shall be paid for work completed to the date of termination.

Termination for Convenience

The CITY, by written notice, may terminate this contract, in whole or in part, when it is in the CITY's best interest. If this contract is terminated, the CITY shall be liable only for goods or services delivered and accepted. The CITY Notice of Termination shall provide the CONSULTANT thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

Program Fraud and False or Fraudulent Statements or RelatedActs

The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

Suspension and Debarment

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT or its principals (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R.§180.935).
B. The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it entersinto.
C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By submission of a proposal, Proposer affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subCONSULTANTs are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

Florida Convicted/Suspended/Discriminatory Complaints

By submission of a proposal, Proposer affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

25. **DRAFTING PARTY.** This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

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IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

Signature

Print Name: Lisa Cortese

Signature

Print Name: Travis Jackson

CITY OF GROVELAND

Christine Coghill, Procurement Director

Date: 8/21/24

ATTEST:

Virginia Wright, City Cleark

WITNESSES:

Signature

Print Name: Anne Bryant

Signature

Print Name: Kyhara deGeneste

RAFTELIS FINANCIAL CONSULTANTS, INC.

Chad Cowan, Senior Manager

Date: 8/8/24

EXHIBIT A, SCOPE OF PROFESSIONAL SERVICES

CONSULTANT shall provide professional and/or consulting services for CITY projects on an as-needed basis. CONSULTANT shall be selected on a rotational basis, based upon discipline, unless such documentation provides valid reasoning as to a specific CONSULTANT being selected. When this occurs, CONSULTANT shall remain next in the rotation. These projects, for those disciplines that fall under the Consultant's Competitive Negotiation Act (CCNA), FS 287.055, no construction project may exceed $4,000,000 and no study may exceed $500,000. A Task Order will be issued by the CITY and the CONSULTANT shall provide an initial scope and fee, which will then be negotiated to final form. The scope and the cost shall be negotiated after the CONSULTANT has been engaged.

Vendor	Environmental Consulting	Geotechnical/ Hydrogeologic Services	Stormwater Consulting	Surveying, Mapping and GIS	Traffic/ Transportation Planning & Engineering	Water, Wastewater & Reclaimed Water Infrastructure	Landscape Architectural Professional Services	Planning & Community Development Professional Services	Architectural Services / Facilities & Asset Management	Public Works Services	Construction Management & Inspection and Structural Services	Mechanical Electrical & Plumbing (MEP)	Finance Services	State Revolving Fund Support
Bio-Tech Consulting, Inc.	X													
CivilSurv			X	X		X								
CPH, LLC.			X	X	X	X	X	X	X		X	X		
Data Management and Visual Insights (Data MVI)				X										
Florida Technical Consultants, LLC				X										
Geographic Technologies Group				X										
Hale Innovation, LLC			X		X	X		X					X	X
Halff Associates, Inc.	X	X	X	X	X	X	X			X	X		X	X
Kimley-Horn and Associates, Inc.	X	X*	X	X*	X	X	X	X	X	X	X	X		
KMF Architects							X	X	X		X	X		
Madrid CPWG	X	X	X		X	X	X							
McCree Design Builders, Inc.			X				X		X		X	X		
Nadic Engineering Services		X	X		X	X			X	X	X			
Raftelis Financial Consultants, Inc.													X	
SMW GeoSciences, inc.	X	X				X								
Southeastern Surveying and Mapping Corporation				X										
Surface Water Professionals	X	X	X											
The Lunz Group, Inc.	X	X	X	X			X	X	X		X	X		
Volkert, Inc.				X	X						X			
Woodard & Curran Inc.	X	X	X			X		X		X	X		X	X
WSP USA Environment & Infrastructure Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X
YBE Consulting, Inc	X													

	Rates		
Job Classification	Hourly Rate	Multiplier	Billable Rate
Executive Vice President			$400
Vice President			$360
Senior Manager			$320
Manager			$295
Senior Consultant			$250
Consultant			$220
Creative Director			$220
Associate			$185
Graphic Designer			$160
Analyst			$135
Administration			$100

Business Travel Expense Policy

Groveland
FLORIDA
City with Natural Charm™

Effective March 16, 2020

A. Purpose

The purpose of this Policy is to ensure the City of Groveland reimburses employees and council for reasonable business travel expenses incurred while on assignments away from the City.

B. Scope

This Policy shall apply to business travel expenses incurred for which reimbursement is requested by employees and council.

C. Definitions

Council Member: An elected official of the City of Groveland representing the residents. This will also include the Mayor and Vice Mayor for the purpose of this policy.

Employee: An individual employed by the City of Groveland drawing a salary or wages, whether elected or not, and any non-compensated individual performing personal services for such a governmental body.

Incidental Expenses: Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.

Per Diem: An allowance for each day for the purchase of meals and incidental items arising from business travel.

D. Responsibilities

The employee or council member who is traveling is responsible for providing the details of his/her travel plans and receiving any necessary preauthorization approvals and complying with all the policy guidelines and requirements. The employee or council member is responsible for identifying and utilizing the most responsible and efficient means when traveling for City business.

E. Eligible Expenses

The following are types of expenses which are eligible for reimbursement per the policy.

1. *Registrations*

The cost associated with registering for training/conference.

2. *Transportation*

Employees are encouraged to utilize the most efficient means for travel to and from the destination and shall consult with their department director. This could include:

1. Use a City vehicle purchased for employee travel; or

2. Use a City vehicle already permanently assigned to them; or
3. Use of a personal vehicle; or
4. Use of a rental car; or
5. Use of air transportation; or
6. Use of rail transportation.

Mileage - Employees using their privately owned vehicle for official authorized City business shall be reimbursed for such use at the IRS Standard Mileage Rate. This rate shall be adjusted annually on January 1st in accordance with the IRS Standard Mileage Rate. This rate applies for both in and out-of-county travel. The 2020 IRS standard mileage rate is $0.575 per mile.

Internet mapping (via Google Maps) should be submitted to document the estimated mileage and may also be used for documentation of the actual mileage. The employee may submit actual mileage should estimate vary from the actual. Mileage will be based on distance from employee's normal workplace or from their home, whichever is closer to their final travel destination only. https://www.google.com/maps

Employees are eligible to receive mileage reimbursement for in and out of City mileage incurred. Department Directors may receive mileage reimbursement as long as the destination is 10 miles or greater from their work location.

Rental Car: Standard rental car is covered if it is required/cost effective. Documentation showing airfare quotes, rental car quotes and mileage and other estimated expenses required with travel forms. Preauthorization is required. Standard rental car is considered to be $35 a day rental or mid-sized rental car (or equivalent size). If a group is traveling together, a larger rental car may be appropriate and can be authorized by a Department Director or City Manager.

Parking: Standard parking only {Valet parking is considered an upgrade and would only be covered if no other parking is available)

Tolls: (this should be noted on Internet mapping)

Taxi/Rideshare:

- Transportation from the airport to the hotel.
- If the conference is more than .5 miles {10-minute walk) distance from the hotel, the city authorizes one taxi/rideshare to and from the hotel to the conference daily provided there is no free shuttle available from the hotel. All exceptions must be then approved bythe City Manager, when necessary.
- If the conference has a function that is offsite, documentation for the function must be included in order to be covered.

- Tips related to taxi/rideshares are limited to 10% of the fare.

Airfare: Base airfare is covered and a maximum of one checked bag. Seat selection is allowed. *Travel insurance if preauthorized by the Finance Director and City Manager with documentation to show just cause.*

3. Lodging

The City will cover the full cost of lodging for:

- Standard Room Charge (no hotel upgrades)
- Air B&B, Lifekey, etc. (standardaccommodation)

Lodging is expected to be reasonable based on the travel location and length of stay.

4. Meals

Meals are paid at the standard IRS/GSA per diem rate. The rates are based on the Orlando identified location and updated per the IRS/GSA per diem rate for that identified area and will be updated per the IRS/GSA website. www.gsa.gov/portal/category/100120. If the individual is traveling to a location with a higher IRS/GSA per diem rate as indicated by the above website, the City Manager is allowed to authorize the higher per diem rate.

The 2020 rate for the Orlando region is as follows:

Description	Amount
Meals & Incidentals Total (per day)	$66.00
First & Last day of Travel	$49.50
Breakfast	$16.00
Lunch	$17.00
Dinner	$28.00
Incidental Expenses	$ 5.00

The use of the individual reimbursement amounts is listed for when travel does not require an overnight stay. Per Diem will only be paid out for a maximum of 14 days of travel. If travel is longer than 14 days, costs of meals and incidentals will have to be verified for any additional reimbursement and may not exceed the per meal rate. If additional reimbursement will be requested, receipts of all meals and incidentals will be required for the entire length of the trip and costs will be verified so that expenses do not exceed the allowed meal costs.

Incidental Expenses are only paid as part of per diem for travel which results in overnight stays.

F. Ineligible Expenses

Any of the expenses not listed in section E would be considered ineligible expenses. The below list is not to be considered the only ineligible expenses. Some examples are included below for a reference.

- Hotel upgrades
- Personal room charges
- Alcoholic beverages
- Meals, food and other drinks, etc. when per diem has been issued.
- Personal care items
- Sales tax for in state travel
- Costs related to spouses, children or other non-employees of the City
- Airfare - priority boarding or upgrades in class to business/ first class

G. Approvals

Department Directors approve travel for all employees within their department and the City Manager approves Department Head and City Council travel. Finance Director will review and approve reimbursements to the City Manager.

Department Directors are responsible for managing the business travel expenses for their department in relation to their budgets. If anticipated travel costs will exceed the department budget related to travel, the travel will have to be approved by the Finance Director and City Manager.

H. Travel Reimbursement

When travel is completed, employees and council members must submit completed travel expense reports within five business days. Complete a travel expense report with required approvals and sent to the Finance Department for reimbursement. Reports must be accompanied by receipts for all individual expenses requesting reimbursement exclusive of use of per diem. Examples of receipts needed would include lodging, rental cars, air fare, taxis, parking, etc... Meals will not require receipts unless requesting reimbursement over the maximum number of days per diem is provided.

Please also refer to the Credit Card policy if the City issued credit card was used for any of the expenses while traveling.

I. Personal Time & Travel Guests

Employees and council members on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with the successful completion of business objectives. Generally, employees are permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from

such nonbusiness travel or companions are the responsibility of the employee/council member and are not to be charged to a City credit card or be reimbursed.

J. Abuse of Policy

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

K. Authority

Approved and adopted by the Groveland City Council by Resolution Number 2020-17 on March 16, 2020.

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as Chad Cowan (Role) of Raftelis Financial Consulting (Company).

3. Raftelis Financial Consulting (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I, Chad Cowan, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Raftelis Financial Consulting
Company Name

Authorized Signatory

Chad Cowan
Printed Name

Senior Manager
Title

8/8/24
Date

Comprehensive Utility Rate Assessment Pembroke Park (2001–2025)

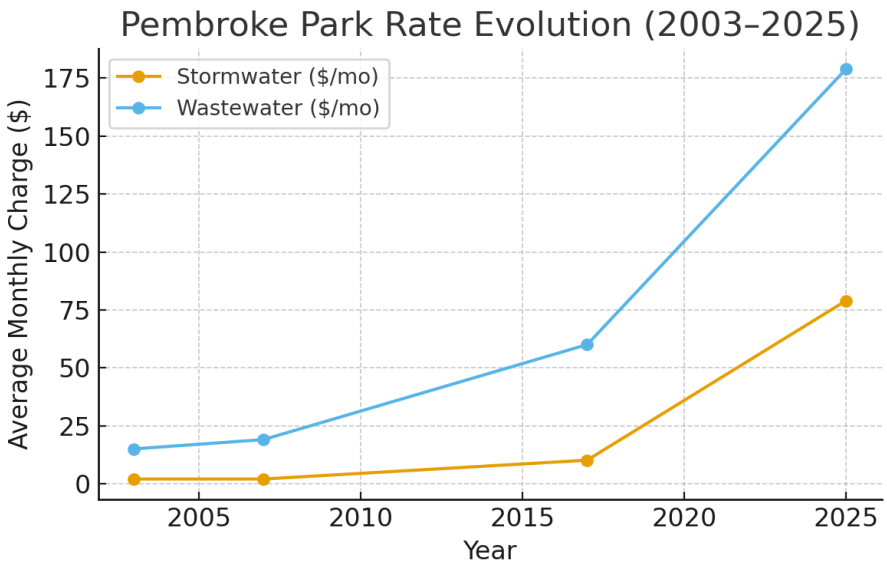
This report integrates historical data, statutory frameworks, ERU methodology, and best-practice assessments for Pembroke Park's wastewater (WW) and stormwater (SW) charges, covering 2001 through 2025. It consolidates findings from past budget records, rate memos, statutory reviews, and comparative analyses.

1. Historical Rate Evolution

The Town's rates have evolved significantly over 25 years, moving from token charges and reactive pass-throughs to enterprise-level structures more aligned with cost-of-service principles.

Period	Wastewater (WW)	Stormwater (SW)	Notes
2001–2003	Pass-throughs; ~$2.49/kgal + $11 fee	$2 flat	No O&M/CIP; reactive
2006–2008	$18.16→$22.70 base + $4.86–$6.07/kgal	$5.67→$5.95	Higher fixed charges, SW grows
2008–2011	$23.85→$27.55 base + $6.38–$7.37/kgal	$6.25→$6.95	Steady increases
2016–2017	$36.88→$37.99 base + $9.75–$10.05/kgal	$9.64→$10.12	Mature structures
2025	≈ $179/account avg	≈ $79/account avg	Enterprise-level, SW = 27% of revenue

See attached chart below for visual representation of rate growth.



2. 2003 Rate Study vs. Modern Practice

The 2003 study was a comparative rate survey with no inclusion of O&M, capital, or reserves. By contrast, modern studies (such as Raftelis' 2025 proposal) integrate cost-of-service analysis, capital planning, reserve requirements, and affordability metrics. Modern practice aligns with AWWA M1 standards and GFOA guidance.

3. Statutory Framework

Florida Statutes define the legal boundaries for WW and SW charges:

• Wastewater (Ch. 180, F.S.): Authorizes municipalities to fix rates; caps out-of-town rates at 25% unless contractually agreed; revenues restricted to O&M, extensions, improvements, and debt service.

• Stormwater (Ch. 403 & Ch. 197, F.S.): ERU-based fees legally upheld as fair apportionment. Revenues restricted to stormwater planning, construction, and O&M. Non-ad valorem assessments require statutory procedures.

• All rates must be adopted by Commission ordinance/resolution; staff cannot unilaterally implement changes.

4. ERU Methodology

An ERU (Equivalent Residential Unit) is the benchmark measure for allocating utility costs:

• Stormwater: 1 ERU typically equals the average impervious area of a single-family home (≈2,500 sq. ft.). Commercial properties are billed as multiples of ERUs.
• Wastewater: ERUs sometimes represent average household flow and are used for base facility charges and capacity fees.

Impact: Ensures proportionality and fairness across customers. In Pembroke Park, ERUs explain the shift from $2/month SW charges (2003) to $50–$100+ by 2025.

5. Assessment of Historical Practice

Strengths:
• Early adoption of ERU for SW billing.
• Incremental increases avoided immediate insolvency.

Weaknesses:
• No cost-of-service study.
• O&M, CIP, and reserves excluded from rate structures.
• WW rates tied reactively to Hollywood pass-throughs.
• SW rate was given token until mid-2000s.

Best Practice Gaps: AWWA and GFOA call for full-cost recovery, reserve funds (90+ days O&M), and independent validation—areas where Pembroke Park lagged.

6. Conclusion

Pembroke Park's WW and SW rate history reflects a transition from underfunded, reactive charges—largely guided by a single staff member without inclusion of Cost-of-Service Studies, (COSS), O&M, CIP, or reserves—to more defensible, enterprise-level structures. By 2025, rates are above regional averages but finally closer to cost-of-service sufficiency. The Town should now institutionalize best

practices: regular cost-of-service studies, reserve funding policies, and Commission-approved frameworks, to ensure long-term sustainability.

Additional Context:

It is important to note that historically, the Public Works Director, was the individual within the Town taking on the responsibility for performing rate reviews and recommending assessments. While he applied an ERU-based methodology for stormwater, there is no evidence that his assessments incorporated essential elements of a comprehensive cost-of-service study (COSS). Specifically, there is no record of including:

- Operation and Maintenance (O&M) costs
- Capital Improvement Program (CIP) costs
- Reserve or contingency funding for utility stabilization

This approach appears to have been limited to adjusting rates reactively, primarily in response to wholesale rate increases from Hollywood for wastewater and applying flat or incremental increases for stormwater. As of today, no documentation has been found indicating that these missing elements were incorporated into the methodology used.

Recently, I reached out to Raftelis Financial Consultants and requested them to submit a proposal to provide comprehensive wastewater and stormwater rate studies for the Town. The proposal included a fee of $43,000 for the Wastewater Utility Rate Study and $36,000 for the Stormwater Revenue Sufficiency Study, totaling $79,000. In addition, I requested Raftelis to provide a quote to perform a Bond Feasibility Study as an optional service, to be considered by the Commission should you select to pursue financing strategies following completion of the rate study, this quote was $39,000.

Under industry best practices, rate studies are typically conducted by an external financial consultant to provide independence and objectivity, with the Finance Department leading the effort and input provided by the Utility Director. This approach ensures that critical elements, including cost-of-service principles, O&M funding, capital planning, and reserve policies—are appropriately incorporated into the development of sustainable wastewater and stormwater rates.

This omission underscores the incompleteness of past practices and highlights the need for modern, comprehensive, and externally validated rate studies. Furthermore, to date, no record has been found as yet, showing that a

professional financial-based consultant was engaged to perform a comprehensive rate study for Pembroke Park in the past 20 years. Such consultant-led analyses are essential to ensure that all aspects—Cost-of-Service Studies (COSS), O&M, Capital Improvement Programs, and reserve fund policies—are incorporated.

The absence of this practice further reinforces the shortfalls of historical rate assessments and underscores the need for modern, best-practice-driven rate development going forward. However, it is acknowledged that a consultant-performed rate study was conducted in 1996, though the consultant's name is currently unknown. This was referenced in a memo dated May 25th, 2004, discussing equivalent residential units, (ERUs) as it relates to stormwater rates and that they were defined in the 1996 study.

Since that time, no further consultant-led financial studies appear in the record, and assessments have remained internally produced. The absence of ongoing professional financial analyses further illustrates the limitations of historical rate-setting practices and underscores the importance of adopting modern, best-practice-driven approaches going forward.

Respectfully,

Jeff Odoms

Agenda Item Report

Subject:	Consideration and Approval of Complete A/C Replacement and duct work for Town Hall - Public Works Director Odoms RESOLUTION NO: 2025-069 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE COMPLETE REPLACEMENT OF THE AIR CONDITIONING SYSTEM AND DUCTWORK FOR TOWN HALL; AUTHORIZING THE USE OF ARPA FUNDS AND CAPITAL OUTLAY ACCOUNT 001-530541-640003-00-0000; CONFIRMING PROCUREMENT THROUGH SOURCEWELL WITH HALL MECHANICAL AND AIR CONDITIONING LLC AS THE CONTRACTOR; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR A NOT-TO-EXCEED AMOUNT OF $1,600,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	The Town is undertaking a full replacement of the air conditioning system and ductwork at Town Hall to improve energy efficiency, air quality, and system reliability. The project is partially funded through the American Rescue Plan Act (ARPA) in the amount of $300,000, with the remaining funds allocated from the Capital Outlay – Machinery and Equipment account (001-530541-640003-00-0000), which has a current balance of $1,217,896. The project was competitively procured through Sourcewell, a cooperative purchasing program. The total cost of the project shall not exceed $1.6 million.
Staff Recommendations:	Staff recommends approval of the Town Hall A/C Replacement and Ductwork Project and authorization for the Town Manager to execute the necessary agreements.
Procurement:	CoOp Agreement
Financial Implications:	

Alternatives:	

ATTACHMENTS:

Resolution No: 2025-069
Cooperative contract
WOP #147298.00 - Town of Pembroke Park - City Hall HVAC Renovation HMAC Signed 10.1.25

RESOLUTION NO. 2025-069

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE COMPLETE REPLACEMENT OF THE AIR CONDITIONING SYSTEM AND DUCTWORK FOR TOWN HALL; AUTHORIZING THE USE OF ARPA FUNDS AND CAPITAL OUTLAY ACCOUNT 001-530541-640003-00-0000; CONFIRMING PROCUREMENT THROUGH SOURCEWELL WITH HALL MECHANICAL AND AIR CONDITIONING LLC AS THE CONTRACTOR; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR A NOT-TO-EXCEED AMOUNT OF $1,600,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has identified the need to replace the air conditioning system and ductwork at Town Hall to improve energy efficiency, air quality, and system performance; and

WHEREAS, the project is partially funded through the American Rescue Plan Act (ARPA) in the amount of $300,000.00, with the remaining funds to be drawn from the Capital Outlay – Machinery and Equipment account (001-530541-640003-00-0000); and

WHEREAS, the project was procured through Sourcewell, a nationally recognized cooperative purchasing program, with Hall Mechanical and Air Conditioning LLC serving as the contractor under the Sourcewell agreement; and

WHEREAS, the total cost of the project **shall not exceed $1,600,000.00.**

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1: The Town Commission hereby approves the complete replacement of the air conditioning system and ductwork at Town Hall.

Section 2: The project shall be funded with $300,000.00 in ARPA funds and the balance from Capital Outlay – Machinery and Equipment account 001-530541-640003-00-0000.

Section 3: The Town confirms that the project was procured through Sourcewell, with Gordian as the contractor, in compliance with applicable procurement policies.

Section 4: The Town Manager is authorized to execute all necessary agreements and documents with Hall Mechanical and Air Conditioning LLC to implement the project, subject to legal review.

Section 5: The total cost of the project shall not exceed $1,600,000.00.

Section 6: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 7th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____

JACOB G. HOROWITZ
Town Attorney

AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
HALL MECHANICAL AND AIR CONDITIONING LLC

THIS AGREEMENT is entered into on_____, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL ("Town") and Hall Mechanical and Air Conditioning LLC, a corporation authorized to do business in the State of Florida, with principal office located at 2050 Tigertail Blvd., Suite K, Dania, FL 33004 ("Contractor"). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the Sourcewell ("SW") Cooperative Purchasing Program: Contract Number FL-R6-HVAC-092524-HML ("Purchasing Contract") attached hereto as Exhibit A and the Contractor's proposal submitted to the Town (the "Proposal") attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A, Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.

2. Upon execution of this Agreement, all references made to SW, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "Town of Pembroke Park" and "Town of Pembroke Park Town Commission."

3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.

4. Contract Sum and Payments:

   The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

5. **Insurance: In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:**

a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.

b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

d. The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

f. The minimum limits of coverage shall be $1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.

h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.

i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance.

Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

   a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

   b. 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.

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

   d. The Town and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the Town and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Town's and the Contractor's responsibility to indemnify.

   e. Town 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 under the indemnification agreement.

   f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

   Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

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

   b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the 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.

9. Public Records

   A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

   1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

   2. Upon request by Town's records custodian, provide Town with a copy of 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.

   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

   4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been

delivered to Town upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

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

14. Governing law and venue:

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

15. Signatory Authority:

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

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise

accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

TOWN

David Lynch, Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
dlynch@tppfl.gov

With a copy to Town Attorney at the following address:

Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
jhorowitz@gorencherof.com

CONTRACTOR

Dwayne Hall, CEO
Hall Mechanical & Air Conditioning LLC
Telephone No. (954) 682-8739
dhall@hmacair.com

Scrutinized Companies:

a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies

with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

20.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONTRACTOR or consultant.

20.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.3"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke

Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida municipal corporation

BY: _____
Geoffrey Jacobs, Mayor

ATTEST:

BY: _____
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

HALL MECHANICAL & AIR CONDIITIONING

_____

_____
Print name

BY: _____
Name: _____
Title: _____

_____

_____
Print name

STATE OF _____)
COUNTY OF_____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of Hall Mechanical and Air Conditioning LLC, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of_____, as _____ of Hall Mechanical and Air Conditioning LLC and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid

this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

EXHIBIT A

SOURCEWELL COOPERATIVE PURCHASING PROGRAM

(SOURCEWELL CONTRACT # FL-R6-HVAC-092524-HML)

EXHIBIT B

Proposal

Work Order Signature Document

EZIQC Contract No.: FL-R6-HVAC-092524-HML

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	147298.00	Work Order Date:	10/01/2025
Work Order Title:	Pembroke Park - Town Hall HVAC Renovation		
Owner Name:	Town of Pembroke Park	Contractor Name:	Hall Mechanical and Air Conditioning LLC
Contact:	Osmanny Larzabal	Contact:	Frank Hall
Phone:	954.290.1252	Phone:	954-682-8739

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R6-HVAC-092524-HML.

Brief Work Order Description:

Demo and install of HVAC chill water option per plans and SOW.

Time of Performance Estimated Start Date: 11/17/2025
Estimated Completion Date: 11/28/2026

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $1,517,895.88

Owner Purchase Order Number:

Approvals

Owner	Date	Contractor	10/1/25 Date

Detailed Scope of Work

To: Frank Hall
Hall Mechanical and Air Conditioning LLC
No Data Input
No Data Input,
954-682-8739

From: Osmanny Larzabal
Town of Pembroke Park
3150 SW 52nd Ave.
Town of Pembroke Park, FL 33023
954.290.1252

Date Printed: October 01, 2025

Work Order Number: 147298.00

Work Order Title: Pembroke Park - Town Hall HVAC Renovation

Brief Scope:

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Per attached scope of work. Subject to the terms and conditions of JOC Contract FL-R6- HVAC-092524-HML.

Subject to the terms and conditions of JOC Contract **FL-R6-HVAC-092524-HML**.

Contractor — Date: 10/1/25

Owner — Date:

Contractor's Price Proposal - Summary

Date: October 01, 2025

Re:

IQC Master Contract #:	FL-R6-HVAC-092524-HML
Work Order #:	147298.00
Owner PO #:	
Title:	Pembroke Park - Town Hall HVAC Renovation
Contractor:	Hall Mechanical and Air Conditioning LLC
Proposal Value:	$1,517,895.88

Concrete DIV 3	**$31,811.04**
Electrical DIV 26	**$105,604.30**
GENERAL DIV 1	**$149,463.43**
HVAC DIV 23	**$1,221,309.56**
Life Safety DIV 28	**$9,707.55**
No Category Input	**$0.00**
Proposal Total	**$1,517,895.88**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: October 01, 2025

Re:
IQC Master Contract #: FL-R6-HVAC-092524-HML
Work Order #: 147298.00
Owner PO #:
Title: Pembroke Park - Town Hall HVAC Renovation
Contractor: Hall Mechanical and Air Conditioning LLC
Proposal Value: $1,517,895.88

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Concrete DIV 3						
1	03 31 13	00 0003		SF	4" 3,000 PSI Slab On Grade Concrete Slab Assembly	$14,000.00
				Installation	Quantity 2,500.00 x Unit Price 5.60 x Factor 1.0000 = Total 14,000.00	
					Concrete housekeeping pads slab on grade for (3) AHU's per plan. Each pad approx 100"x100"	
2	03 31 13	00 0007		SF	8" 3,000 PSI Slab On Grade Concrete Slab Assembly	$15,210.00
				Installation	Quantity 1,800.00 x Unit Price 8.45 x Factor 1.0000 = Total 15,210.00	
					Concrete housekeeping pads slab on grade for Chiller. pad approx 112"x170" plus exp tank slab and air separator slab	
3	03 31 13	00 0007	0156	MOD	For 5,000 PSI Concrete, Add	$856.44
				Installation	Quantity 1,586.00 x Unit Price 0.54 x Factor 1.0000 = Total 856.44	
4	03 31 13	00 0007	0161	MOD	For >1,000 To 2,000, Add	$1,744.60
				Installation	Quantity 1,586.00 x Unit Price 1.10 x Factor 1.0000 = Total 1,744.60	
Subtotal for Concrete DIV 3						**$31,811.04**
Electrical DIV 26						
5	26 05 19	16 0137		MLF	350 MCM, Type THHN-THWN, 600 Volt, Underground Feeder And Branch Circuits, Single Stranded Copper Cable	$1,160.12
				Installation	Quantity 0.10 x Unit Price 11,601.22 x Factor 1.0000 = Total 1,160.12	
					Main feeder wiring for new Chiller	
6	26 05 26	00 0208		EA	Panelboard Ground Bar Kit	$388.65
				Installation	Quantity 3.00 x Unit Price 129.55 x Factor 1.0000 = Total 388.65	
					Grounding kits for (2) pumps and (1) Chiller	
7	26 05 33	13 0003		CLF	1/2" Electrical Metallic Tubing (EMT) Conduit Assembly With 2 #12 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	$12,165.20
				Installation	Quantity 20.00 x Unit Price 608.26 x Factor 1.0000 = Total 12,165.20	
					Conduit and wiring for all VAV's and related heater kits across all (3) Floors	
8	26 05 33	13 0003	0113	MOD	For Work In Restricted Working Space, Add	$2,597.20
				Installation	Quantity 20.00 x Unit Price 129.86 x Factor 1.0000 = Total 2,597.20	

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

Electrical DIV 26

9	26 05 33 13 0031		CLF	1" Electrical Metallic Tubing (EMT) Conduit Assembly With 3 #6 Copper THHN And 1 #8 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.									$4,455.03
					Quantity		Unit Price		Factor		Total		
			Installation		3.00	x	1,252.84	x	1.0000	=	3,758.52		
			Demolition		3.00	x	232.17	x	1.0000	=	696.51		
			Conduit and wire for (3) AHU's and (2) pumps										
10	26 05 33 13 0067		LF	2" Rigid Galvanized Steel (RGS) Conduit With Threaded Coupling									$1,008.50
					Quantity		Unit Price		Factor		Total		
			Installation		50.00	x	20.17	x	1.0000	=	1,008.50		
			Conduit/fittings for Chiller power wiring										
11	26 05 33 13 0109		EA	2" Rigid Galvanized Steel (RGS) 15" Large Radius Elbow									$379.80
					Quantity		Unit Price		Factor		Total		
			Installation		4.00	x	94.95	x	1.0000	=	379.80		
			Conduit/fittings for Chiller power wiring										
12	26 24 16 00 0038		EA	225 Ampere Rating, 120/240 Volt, 3 Wire, 1 Phase, >100 To 225 Ampere Main Breaker, 42 Circuit Capacity Assembled Panelboard With Thirty-Eight 20 Ampere Breakers									$15,977.48
					Quantity		Unit Price		Factor		Total		
			Installation		4.00	x	3,994.37	x	1.0000	=	15,977.48		
			New 125 AMP Panels per plan labeled AC-1, AC-2, AC-3 and pump controller										
13	26 24 16 00 0038	0046	MOD	For NEMA 3R Panelboard, Add									$8,706.96
					Quantity		Unit Price		Factor		Total		
			Installation		4.00	x	2,176.74	x	1.0000	=	8,706.96		
14	26 24 16 00 0038	0049	MOD	For Door-In-Door (Hinged) Trim Front, Add									$919.88
					Quantity		Unit Price		Factor		Total		
			Installation		4.00	x	229.97	x	1.0000	=	919.88		
15	26 24 19 00 0668		EA	Size 5, Class I, Type B Fused Disconnect Combination Starter									$22,699.05
					Quantity		Unit Price		Factor		Total		
			Installation		5.00	x	4,158.48	x	1.0000	=	20,792.40		
			Demolition		5.00	x	381.33	x	1.0000	=	1,906.65		
			3 phase disconnects/motor starter for (3) AHU's and (2) pumps										
16	26 25 13 00 0046		EA	60 Amperes, 600 Volt, 3 Phase, Bus Duct Plug-in Circuit Breaker									$10,116.30
					Quantity		Unit Price		Factor		Total		
			Installation		5.00	x	2,023.26	x	1.0000	=	10,116.30		
			3 phase 600V rated breaker for (3) AHU's and (2) pumps										
17	26 25 13 00 0047		EA	100 Amperes, 600 Volt, 3 Phase, Bus Duct Plug-in Circuit Breaker									$2,621.73
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	2,621.73	x	1.0000	=	2,621.73		
			3 phase 600V rated breaker for Chiller										
18	26 29 13 13 0426		EA	Combination Starter, Size 5, NEMA 4 With Disconnect Switch Non-Reversing, 240 - 600 Volt, 3 Phase									$22,408.40
					Quantity		Unit Price		Factor		Total		
			Installation		1.00	x	21,702.74	x	1.0000	=	21,702.74		
			Demolition		1.00	x	705.66	x	1.0000	=	705.66		
			3 phase disconnect/motor starter for new Chiller										

Subtotal for Electrical DIV 26 **$105,604.30**

GENERAL DIV 1

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

GENERAL DIV 1

19	01 22 16 00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.		$42,922.86
		Installation	Quantity 42,922.86 x Unit Price 1.00 x Factor 1.0000 = Total 42,922.86		
			Permit fees estimated at 3% of project total less bond fee		
20	01 22 16 00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.		$44,210.55
		Installation	Quantity 44,210.55 x Unit Price 1.00 x Factor 1.0000 = Total 44,210.55		
			Bond Fee 3% of project total including permit fees		
21	01 22 20 00 0060	HR	Principal Engineer		$4,920.00
		Installation	Quantity 24.00 x Unit Price 205.00 x Factor 1.0000 = Total 4,920.00		
			EOR to modify plans for Chillwater project only, and respond and make revisions upon building plan review.		
22	01 22 23 00 0980	DAY	40 To 45 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator		$6,180.42
		Installation	Quantity 3.00 x Unit Price 2,060.14 x Factor 1.0000 = Total 6,180.42		
			(3) lifts on separate days. Existing cooling tower relocated for 1st fl temp cooling, New chiller on slab, and finally when ready old cooling tower removed from site		
23	01 22 23 00 1372	MO	1.5 Ton Portable Spot Cooling Unit		$32,130.00
		Installation	Quantity 24.00 x Unit Price 1,338.75 x Factor 1.0000 = Total 32,130.00		
			(6) spot coolers for (4) months = 30 months		
24	01 74 19 00 0016	EA	40 CY Dumpster (6 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.		$19,099.60
		Installation	Quantity 20.00 x Unit Price 954.98 x Factor 1.0000 = Total 19,099.60		
			Dumpsters for all demo of ALL HVAC for all 3 floors of the building.		

Subtotal for GENERAL DIV 1 **$149,463.43**

HVAC DIV 23

25	08 91 19 00 0229	EA	36" x 36" x 5" Depth, Aluminum Hurricane Louvers (Greenheck EVH-501D)		$9,730.14
		Installation	Quantity 3.00 x Unit Price 3,243.38 x Factor 1.0000 = Total 9,730.14		
			Make up air louvers at each mechanical room exterior per plan. Actual GH model to be EHV-550D		
26	23 05 16 00 0265	EA	2-1/2" x 4" 5 Arch, Polytetrafluoroethylene (PTFE) Teflon Expansion Joints (Mercer 805)		$14,219.50
		Installation	Quantity 10.00 x Unit Price 1,421.95 x Factor 1.0000 = Total 14,219.50		
			Chillwater piping in/out to all (3) AHU's vibration isolation fittings per schematic M 5.1, M5.2		

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

27	23 05 16 00 0267	EA	4" x 5-1/4" 5 Arch, Polytetrafluoroethylene (PTFE) Teflon Expansion Joints (Mercer 805)									$14,339.52
				Quantity		Unit Price		Factor	=	Total		
			Installation	6.00	x	2,389.92	x	1.0000	=	14,339.52		
			Chillwater piping to both in/out of (2) pumps and in/out to Chiller vibration isolation fittings per schematic M 5.1, M5.2									
28	23 05 19 00 0012	EA	12" Scale, Straight Stem, Liquid Filled Industrial Union Connection Type Thermometer									$2,079.12
				Quantity		Unit Price		Factor	=	Total		
			Installation	12.00	x	173.26	x	1.0000	=	2,079.12		
			mechanical thermometer at chillwater supply/return at each AHU and chiller per piping diagrams and chiller yard schematic									
29	23 05 19 00 0042	EA	4-1/2" Diameter Liquid Filled Dial, Polypropylene Case, 0 To 300 PSI, Stainless Steel Internals And Stem, Pressure Gauge									$4,040.52
				Quantity		Unit Price		Factor	=	Total		
			Installation	12.00	x	336.71	x	1.0000	=	4,040.52		
			mechanical pressure gauges at chillwater supply/return at each AHU and chiller per piping diagram and chiller yard schematic									
30	23 05 19 00 0118	EA	2" Flanged, Double Window, 316SS Flapper, Carbon Steel Body, Sight Flow Indicator (Dwyer SFI-360FCS)									$3,478.26
				Quantity		Unit Price		Factor	=	Total		
			Installation	3.00	x	1,159.42	x	1.0000	=	3,478.26		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
31	23 05 29 00 0342	EA	3/4" Two Hole Copper-Clad Pipe Strap									$45.36
				Quantity		Unit Price		Factor	=	Total		
			Installation	12.00	x	3.78	x	1.0000	=	45.36		
			Chiller make up water piping and fittings									
32	23 05 29 00 0434	EA	4" Diameter Pipe Alignment Guide, 2" Insulation (Cooper B-Line B3283-4)									$780.77
				Quantity		Unit Price		Factor	=	Total		
			Installation	1.00	x	780.77	x	1.0000	=	780.77		
			Chillwater in/out piping insulation									
33	23 05 48 13 0021	EA	550 To 1,920 LB Rubber In Shear Vibration Isolation With 0.48" Deflection									$4,252.80
				Quantity		Unit Price		Factor	=	Total		
			Installation	10.00	x	425.28	x	1.0000	=	4,252.80		
			Vibration isolation pads and hardware between new chiller and concrete slab.									
34	23 07 19 00 0036	LF	2" Diameter Pipe, 2" Thick Calcium Silicate Insulation									$500.70
				Quantity		Unit Price		Factor	=	Total		
			Installation	30.00	x	16.69	x	1.0000	=	500.70		
			Chillwater in/out piping insulation									
35	23 07 19 00 0037	LF	2-1/2" Diameter Pipe, 2" Thick Calcium Silicate Insulation									$2,265.60
				Quantity		Unit Price		Factor	=	Total		
			Installation	120.00	x	18.88	x	1.0000	=	2,265.60		
			Chillwater in/out piping insulation									
36	23 07 19 00 0039	LF	4" Diameter Pipe, 2" Thick Calcium Silicate Insulation									$2,142.00
				Quantity		Unit Price		Factor	=	Total		
			Installation	100.00	x	21.42	x	1.0000	=	2,142.00		
			Chillwater in/out piping insulation									
37	23 07 19 00 0124	SF	1/4" Thick (Two 1/8" Coats), Weatherproof Coating Over Glass Cloth Mesh (Insulkote ET)									$952.00
				Quantity		Unit Price		Factor	=	Total		
			Installation	200.00	x	4.76	x	1.0000	=	952.00		
			Chillwater in/out piping exterior insulation weather proofing									

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

38	23 09 23 11 0008	EA	2-1/2" 2-Way Bronze Globe Valve With Actuator (Belimo G665+GMX24-MFTX1)									$7,628.85
				Quantity		Unit Price		Factor	=	Total		
		Installation		3.00	x	2,542.95	x	1.0000	=	7,628.85		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
39	23 09 23 11 0010	EA	4" 2-Way Bronze Globe Valve With Actuator (Belimo G6100C+GMX24-MFTX1)									$14,743.76
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	3,685.94	x	1.0000	=	14,743.76		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
40	23 09 23 11 0160	EA	Mounting Kit For Rotork Actuators (IQ 70-90) Or Exeeco Gearboxes (Up To IS15 Or IS20) To Valves, Dampers And Other Equipment									$8,645.97
				Quantity		Unit Price		Factor	=	Total		
		Installation		3.00	x	2,881.99	x	1.0000	=	8,645.97		
			Actuators and controls for OA dampers for each AHU									
41	23 09 23 12 0021	EA	16" x 16" Volume Control Damper (Ruskin CD36)									$589.92
				Quantity		Unit Price		Factor	=	Total		
		Installation		3.00	x	196.64	x	1.0000	=	589.92		
			OA volume dampers for each AHU									
42	23 09 23 27 0003	EA	10K Ohm Thermistor Duct Temperature Sensor, 1/2" LB Conduit Fitting (Kele ST-D24-XCO)									$3,281.88
				Quantity		Unit Price		Factor	=	Total		
		Installation		14.00	x	234.42	x	1.0000	=	3,281.88		
			return air temp, supply air temp, mixed air temp, OA temp for each AHU and Chambers WSHP									
43	23 09 23 53 0049	EA	5 Universal Inputs, 6 Binary Outputs, Integral Honeywell Actuator, Single-Duct VAV Controller (Alerton VAViH-SD)									$59,748.16
				Quantity		Unit Price		Factor	=	Total		
		Installation		38.00	x	1,572.32	x	1.0000	=	59,748.16		
			Controller and actuator for each VAV									
44	23 09 23 53 0087	EA	With Display, Interior Wall Mounted, Standalone Controller For Heat Pumps, Fan Coil Units And Other Packaged HVAC Equipment (Automated Logic RC642D)									$6,894.60
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	1,723.65	x	1.0000	=	6,894.60		
			Unit controllers with displays for (3) AHU's and (1) Water source heat pump									
45	23 09 23 53 0288	EA	Color Graphics Page For Application Specific ControllerPrice per each VAV box, fan coil unit, unit ventilator or small CV AHU. Task used for the first piece of each equipment.									$20,540.90
				Quantity		Unit Price		Factor	=	Total		
		Installation		38.00	x	540.55	x	1.0000	=	20,540.90		
			BMS graphics for each VAV									
46	23 09 23 53 0528	EA	Hood Controller (Melink Intelli-Hood 2SEN-3001)6 point field I/O device, RS-485 communication protocol, supports up to 4 field temperature sensors and 1 optic sensor system.									$11,111.04
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	2,777.76	x	1.0000	=	11,111.04		
			Controllers, one for each AHU and Chambers WSHP for temp/humidity/Co2 inputs									
47	23 09 23 53 0661	EA	Tracer SC With -X1365152401 - BACnet (2 Pack) (Trane BMSC000AAA011000)									$25,182.52
				Quantity		Unit Price		Factor	=	Total		
		Installation		2.00	x	12,591.26	x	1.0000	=	25,182.52		
			Trane BMS Bacnet modbus (2) 2 packs = (4) modules, one for each AHU and one for chiller									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

48	23 09 23 53 0696	EA	Duct CO2 Sensor, 0 To 2,000 ppm (Trane X13790423010)									$2,356.80
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	589.20	x	1.0000		2,356.80		
		One CO2 Sensor for each AHU and Chambers WSHP										
49	23 09 23 53 0717	EA	Kit - Tracer TU For Controls (Trane X4509151201)									$18,439.24
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	4,609.81	x	1.0000		18,439.24		
		Trane TU controller integration kit one for each AHU and one for chiller										
50	23 21 13 23 1372	EA	1/4" Nipple, 6" Long, Screwed Carbon Steel									$485.04
				Quantity		Unit Price		Factor	=	Total		
		Installation		24.00	x	20.21	x	1.0000		485.04		
		threaded nipples, one for each pressure gauge and thermometer										
51	23 21 13 23 1472	LF	1-1/2" Black Schedule 40 Grooved Pipe									$1,574.40
				Quantity		Unit Price		Factor	=	Total		
		Installation		60.00	x	26.24	x	1.0000		1,574.40		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
52	23 21 13 23 1474	LF	2-1/2" Black Schedule 40 Grooved Pipe									$7,416.00
				Quantity		Unit Price		Factor	=	Total		
		Installation		160.00	x	46.35	x	1.0000		7,416.00		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
53	23 21 13 23 1476	LF	4" Black Schedule 40 Grooved Pipe									$7,513.00
				Quantity		Unit Price		Factor	=	Total		
		Installation		100.00	x	75.13	x	1.0000		7,513.00		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
54	23 21 13 23 1537	EA	2-1/2", Ductile Iron, Grooved 90 Degree Elbow									$2,093.40
				Quantity		Unit Price		Factor	=	Total		
		Installation		20.00	x	104.67	x	1.0000		2,093.40		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
55	23 21 13 23 1539	EA	4", Ductile Iron, Grooved 90 Degree Elbow									$2,346.72
				Quantity		Unit Price		Factor	=	Total		
		Installation		12.00	x	195.56	x	1.0000		2,346.72		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
56	23 21 13 23 1558	EA	4", Ductile Iron, Grooved 45 Degree Elbow									$2,346.72
				Quantity		Unit Price		Factor	=	Total		
		Installation		12.00	x	195.56	x	1.0000		2,346.72		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
57	23 21 13 23 1574	EA	2-1/2", Ductile Iron, Grooved 22-1/2 Degree Elbow									$440.52
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	110.13	x	1.0000		440.52		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
58	23 21 13 23 1576	EA	4", Ductile Iron, Grooved 22-1/2 Degree Elbow									$833.88
				Quantity		Unit Price		Factor	=	Total		
		Installation		4.00	x	208.47	x	1.0000		833.88		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
59	23 21 13 23 1594	EA	4", Ductile Iron, Grooved 11-1/4 Degree Elbow									$416.92
				Quantity		Unit Price		Factor	=	Total		
		Installation		2.00	x	208.46	x	1.0000		416.92		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

60	23 21 13 23 1607	EA	2-1/2", Ductile Iron, Grooved 90 Degree Long Radius Elbow									$2,308.44
				Quantity		Unit Price		Factor		Total		
		Installation		4.00	x	577.11	x	1.0000	=	2,308.44		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
61	23 21 13 23 1622	EA	2-1/2", Ductile Iron, Grooved Tee									$953.82
				Quantity		Unit Price		Factor		Total		
		Installation		6.00	x	158.97	x	1.0000	=	953.82		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
62	23 21 13 23 1624	EA	4", Ductile Iron, Grooved Tee									$648.64
				Quantity		Unit Price		Factor		Total		
		Installation		2.00	x	324.32	x	1.0000	=	648.64		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
63	23 21 13 23 1640	EA	2-1/2", Steel, Grooved Wye									$3,429.06
				Quantity		Unit Price		Factor		Total		
		Installation		6.00	x	571.51	x	1.0000	=	3,429.06		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
64	23 21 13 23 1642	EA	4", Steel, Grooved Wye									$3,582.00
				Quantity		Unit Price		Factor		Total		
		Installation		4.00	x	895.50	x	1.0000	=	3,582.00		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
65	23 21 13 23 1659	EA	2-1/2", Steel, Grooved Cross									$303.53
				Quantity		Unit Price		Factor		Total		
		Installation		1.00	x	303.53	x	1.0000	=	303.53		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
66	23 21 13 23 1661	EA	4", Steel, Grooved Cross									$1,686.04
				Quantity		Unit Price		Factor		Total		
		Installation		2.00	x	843.02	x	1.0000	=	1,686.04		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
67	23 21 13 23 1677	EA	2-1/2", Steel, Grooved Reducing Tee									$2,946.48
				Quantity		Unit Price		Factor		Total		
		Installation		8.00	x	368.31	x	1.0000	=	2,946.48		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
68	23 21 13 23 1679	EA	4", Steel, Grooved Reducing Tee									$3,282.90
				Quantity		Unit Price		Factor		Total		
		Installation		6.00	x	547.15	x	1.0000	=	3,282.90		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
69	23 21 13 23 1712	EA	4", Steel, Grooved 45 Degree Lateral Reducing Wye									$1,842.68
				Quantity		Unit Price		Factor		Total		
		Installation		2.00	x	921.34	x	1.0000	=	1,842.68		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
70	23 21 13 23 1729	EA	2-1/2" x 1" Mechanical-T Outlet With Threaded Branch Outlet									$1,529.88
				Quantity		Unit Price		Factor		Total		
		Installation		12.00	x	127.49	x	1.0000	=	1,529.88		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
71	23 21 13 23 1737	EA	4" x 1" Mechanical-T Outlet With Threaded Branch Outlet									$1,126.44
				Quantity		Unit Price		Factor		Total		
		Installation		6.00	x	187.74	x	1.0000	=	1,126.44		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

72	23 21 13 23 1759	EA	1-1/2" Ductile Iron, Grooved, Installation-Ready™ 90 Degree Elbow									$1,726.38
				Quantity		Unit Price		Factor		Total		
		Installation		6.00	x	287.73	x	1.0000	=	1,726.38		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
73	23 21 13 23 1764	EA	1-1/2" Ductile Iron, Grooved, Installation-Ready™ 45 Degree Elbow									$1,726.38
				Quantity		Unit Price		Factor		Total		
		Installation		6.00	x	287.73	x	1.0000	=	1,726.38		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
74	23 21 13 23 1766	EA	2-1/2" Ductile Iron, Grooved, Installation-Ready™ 45 Degree Elbow									$2,121.84
				Quantity		Unit Price		Factor		Total		
		Installation		6.00	x	353.64	x	1.0000	=	2,121.84		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
75	23 21 13 23 1769	EA	1-1/2" Ductile Iron, Grooved, Installation-Ready™ Tee									$887.88
				Quantity		Unit Price		Factor		Total		
		Installation		2.00	x	443.94	x	1.0000	=	887.88		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
76	23 21 13 23 1778	EA	2-1/2" Flanged Adapter Nipples With Groove Gasket, ANSI CL 125 And 150									$7,656.60
				Quantity		Unit Price		Factor		Total		
		Installation		20.00	x	382.83	x	1.0000	=	7,656.60		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
77	23 21 13 23 1780	EA	4" Flanged Adapter Nipples With Groove Gasket, ANSI CL 125 And 150									$11,721.40
				Quantity		Unit Price		Factor		Total		
		Installation		20.00	x	586.07	x	1.0000	=	11,721.40		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
78	23 21 13 23 1886	EA	4" x 1-1/2", Grooved Eccentric Reducer									$5,926.32
				Quantity		Unit Price		Factor		Total		
		Installation		4.00	x	1,481.58	x	1.0000	=	5,926.32		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
79	23 21 13 23 2010	EA	1-1/2" Ductile Iron, Installation-Ready™ Coupling									$507.72
				Quantity		Unit Price		Factor		Total		
		Installation		6.00	x	84.62	x	1.0000	=	507.72		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
80	23 21 13 23 2014	EA	4" Ductile Iron, Installation-Ready™ Coupling									$2,844.48
				Quantity		Unit Price		Factor		Total		
		Installation		16.00	x	177.78	x	1.0000	=	2,844.48		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
81	23 21 13 23 2021	EA	2-1/2" Grooved Wye Strainer									$16,882.44
				Quantity		Unit Price		Factor		Total		
		Installation		6.00	x	2,813.74	x	1.0000	=	16,882.44		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
82	23 21 13 23 2023	EA	4" Grooved Wye Strainer									$3,584.11
				Quantity		Unit Price		Factor		Total		
		Installation		1.00	x	3,584.11	x	1.0000	=	3,584.11		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									
83	23 21 13 23 2050	EA	4" Grooved x 4" Flanged Suction Diffuser									$5,739.29
				Quantity		Unit Price		Factor		Total		
		Installation		1.00	x	5,739.29	x	1.0000	=	5,739.29		
			Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2									

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

84	23 21 13 23 2072	EA	4" Butterfly Valve, Grooved, With Standard Trim									$4,021.80
				Quantity		Unit Price		Factor		Total		
		Installation		6.00	x	670.30	x	1.0000	=	4,021.80		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
85	23 21 13 23 2085	EA	1-1/2" Ball Valve, Grooved, With Standard Trim									$1,005.20
				Quantity		Unit Price		Factor		Total		
		Installation		4.00	x	251.30	x	1.0000	=	1,005.20		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
86	23 21 13 23 2087	EA	2-1/2" Ball Valve, Grooved, With Standard Trim									$6,674.80
				Quantity		Unit Price		Factor		Total		
		Installation		10.00	x	667.48	x	1.0000	=	6,674.80		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
87	23 21 13 23 2089	EA	4" Ball Valve, Grooved, With Standard Trim									$3,444.34
				Quantity		Unit Price		Factor		Total		
		Installation		2.00	x	1,722.17	x	1.0000	=	3,444.34		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
88	23 21 13 23 2117	EA	4" Balancing Plug Valve, Grooved, With Gear Operator									$2,077.58
				Quantity		Unit Price		Factor		Total		
		Installation		1.00	x	2,077.58	x	1.0000	=	2,077.58		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
89	23 21 13 23 2127	EA	Cut 1-1/2" Groove Pipe									$438.00
				Quantity		Unit Price		Factor		Total		
		Installation		60.00	x	7.30	x	1.0000	=	438.00		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
90	23 21 13 23 2129	EA	Cut 2-1/2" Groove Pipe									$520.20
				Quantity		Unit Price		Factor		Total		
		Installation		60.00	x	8.67	x	1.0000	=	520.20		
		cut chillwater piping										
91	23 21 13 23 2132	EA	Cut 4" Groove Pipe									$2,134.00
				Quantity		Unit Price		Factor		Total		
		Installation		200.00	x	10.67	x	1.0000	=	2,134.00		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
92	23 21 13 23 2152	EA	Roll 4" Groove									$968.00
				Quantity		Unit Price		Factor		Total		
		Installation		100.00	x	9.68	x	1.0000	=	968.00		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
93	23 21 13 23 2172	EA	4" Grooved Standard Gasket, Ethylene Propylene Diene Monomer (EPDM) "E" Or Nitrile "T"									$540.80
				Quantity		Unit Price		Factor		Total		
		Installation		20.00	x	27.04	x	1.0000	=	540.80		
		Chillwater supply and return fittings per schematics on drawing pages M4.3, M5.1, M5.2										
94	23 21 16 00 0008	EA	2" NPT, Cast Iron, Automatic Air Vent									$16,349.25
				Quantity		Unit Price		Factor		Total		
		Installation		5.00	x	3,269.85	x	1.0000	=	16,349.25		
		Auto air vents for Chillwater circuit at AHU's, pumps, and air separator per plans										
95	23 21 16 00 0376	EA	44.0 Gallon Vertical Diaphragm Type (Bladder) Steel Expansion Tank									$3,769.11
				Quantity		Unit Price		Factor		Total		
		Installation		1.00	x	3,769.11	x	1.0000	=	3,769.11		
		Expansion tank model TACO CA 140-125										

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

96	23	21	16	00 0425		EA	4" Flanged, 300 GPM, 125 PSI, With Strainer, Vortex Air Separator (Rolairtrol R-4F)							$5,155.30
								Quantity		Unit Price		Factor	=	Total
							Installation	1.00	x	5,155.30	x	1.0000		5,155.30
							Air Separator TAG AS-1 with 4" Flange connections							
97	23	21	16	00 0528		EA	4" Flanged, Bronze Body Basket Strainer							$4,530.08
								Quantity		Unit Price		Factor	=	Total
							Installation	1.00	x	4,530.08	x	1.0000		4,530.08
							Basket strainer per chiller yard schematic page M5.1							
98	23	21	23	16 0036		EA	3 HP, 90 GPM Cast Iron Centrifugal Pump, Single Stage, Horizontal Split Case							$14,368.82
								Quantity		Unit Price		Factor	=	Total
							Installation	2.00	x	7,001.50	x	1.0000		14,003.00
							Demolition	2.00	x	182.91	x	1.0000	=	365.82
							TAGS CHWP-1/2 3HP Pumps per Schedule and pump flanges for steel groove pipe and fittings							
99	23	21	23	16 0036	0324	MOD	For 300 LB Flanges, Add							$6,672.68
								Quantity		Unit Price		Factor	=	Total
							Installation	4.00	x	1,668.17	x	1.0000		6,672.68
							2 Flanges per pump							
100	23	23	16	00 0018		LF	3/4" Outside Diameter Type L Drawn, ACR Copper Tubing							$464.00
								Quantity		Unit Price		Factor	=	Total
							Installation	50.00	x	9.28	x	1.0000		464.00
							Chiller make up water piping and fittings							
101	23	23	16	00 0064		EA	3/4" ACR Wrought Copper Coupling							$216.50
								Quantity		Unit Price		Factor	=	Total
							Installation	10.00	x	21.65	x	1.0000		216.50
							Chiller make up water piping and fittings							
102	23	23	16	00 0092		EA	3/4" ACR Wrought Copper Long Radius 90 Degree Elbow							$112.80
								Quantity		Unit Price		Factor	=	Total
							Installation	4.00	x	28.20	x	1.0000		112.80
							Chiller make up water piping and fittings							
103	23	23	16	00 0106		EA	3/4" ACR Wrought Copper 45 Degree Elbow							$146.96
								Quantity		Unit Price		Factor	=	Total
							Installation	4.00	x	36.74	x	1.0000		146.96
							Chiller make up water piping and fittings							
104	23	31	13	13 0141		LF	6" x 6", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork							$10,248.00
								Quantity		Unit Price		Factor	=	Total
							Installation	480.00	x	14.98	x	1.0000		7,190.40
							Demolition	480.00	x	6.37	x	1.0000	=	3,057.60
							Supply/Return/Transfer ductwork for AHU -1,2,3							
105	23	31	13	13 0141	0337	MOD	For Work In Restricted Working Space, Add							$1,531.20
								Quantity		Unit Price		Factor	=	Total
							Installation	480.00	x	3.19	x	1.0000		1,531.20
106	23	31	13	13 0141	0710	MOD	For Seal Class A, Add							$1,632.00
								Quantity		Unit Price		Factor	=	Total
							Installation	480.00	x	3.40	x	1.0000		1,632.00
107	23	31	13	13 0147		LF	8" x 8", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork							$5,978.70
								Quantity		Unit Price		Factor	=	Total
							Installation	210.00	x	19.97	x	1.0000		4,193.70
							Demolition	210.00	x	8.50	x	1.0000	=	1,785.00
							Supply/Return/Transfer ductwork for AHU -1,2,3							

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

108	23 31 13	13 0147	0337	MOD	For Work In Restricted Working Space, Add									$892.50
						Quantity		Unit Price		Factor		Total		
				Installation		210.00	x	4.25	x	1.0000	=	892.50		
109	23 31 13	13 0147	0710	MOD	For Seal Class A, Add									$951.30
						Quantity		Unit Price		Factor		Total		
				Installation		210.00	x	4.53	x	1.0000	=	951.30		
110	23 31 13	13 0156		LF	10" x 10", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork									$3,914.90
						Quantity		Unit Price		Factor		Total		
				Installation		110.00	x	24.97	x	1.0000	=	2,746.70		
				Demolition		110.00	x	10.62	x	1.0000	=	1,168.20		
				Supply/Return/Transfer ductwork for AHU -1,2,3										
111	23 31 13	13 0156	0337	MOD	For Work In Restricted Working Space, Add									$584.10
						Quantity		Unit Price		Factor		Total		
				Installation		110.00	x	5.31	x	1.0000	=	584.10		
112	23 31 13	13 0156	0710	MOD	For Seal Class A, Add									$623.70
						Quantity		Unit Price		Factor		Total		
				Installation		110.00	x	5.67	x	1.0000	=	623.70		
113	23 31 13	13 0157		LF	10" x 12", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork									$5,871.00
						Quantity		Unit Price		Factor		Total		
				Installation		150.00	x	27.46	x	1.0000	=	4,119.00		
				Demolition		150.00	x	11.68	x	1.0000	=	1,752.00		
				Supply/Return/Transfer ductwork for AHU -1,2,3										
114	23 31 13	13 0157	0337	MOD	For Work In Restricted Working Space, Add									$876.00
						Quantity		Unit Price		Factor		Total		
				Installation		150.00	x	5.84	x	1.0000	=	876.00		
115	23 31 13	13 0157	0710	MOD	For Seal Class A, Add									$934.50
						Quantity		Unit Price		Factor		Total		
				Installation		150.00	x	6.23	x	1.0000	=	934.50		
116	23 31 13	13 0158		LF	10" x 14", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork									$7,686.00
						Quantity		Unit Price		Factor		Total		
				Installation		180.00	x	29.96	x	1.0000	=	5,392.80		
				Demolition		180.00	x	12.74	x	1.0000	=	2,293.20		
				Supply/Return/Transfer ductwork for AHU -1,2,3										
117	23 31 13	13 0158	0337	MOD	For Work In Restricted Working Space, Add									$1,146.60
						Quantity		Unit Price		Factor		Total		
				Installation		180.00	x	6.37	x	1.0000	=	1,146.60		
118	23 31 13	13 0158	0710	MOD	For Seal Class A, Add									$1,224.00
						Quantity		Unit Price		Factor		Total		
				Installation		180.00	x	6.80	x	1.0000	=	1,224.00		
119	23 31 13	13 0158		LF	10" x 14", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork									$7,686.00
						Quantity		Unit Price		Factor		Total		
				Installation		180.00	x	29.96	x	1.0000	=	5,392.80		
				Demolition		180.00	x	12.74	x	1.0000	=	2,293.20		
				Supply/Return/Transfer ductwork for AHU -1,2,3										
120	23 31 13	13 0158	0337	MOD	For Work In Restricted Working Space, Add									$1,146.60
						Quantity		Unit Price		Factor		Total		
				Installation		180.00	x	6.37	x	1.0000	=	1,146.60		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

121	23 31 13	13 0158	0710	MOD	For Seal Class A, Add									$1,224.00
						Quantity		Unit Price		Factor		Total		
					Installation	180.00	x	6.80	x	1.0000	=	1,224.00		
122	23 31 13	13 0159		LF	10" x 16", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork									$5,551.20
						Quantity		Unit Price		Factor		Total		
					Installation	120.00	x	32.45	x	1.0000	=	3,894.00		
					Demolition	120.00	x	13.81	x	1.0000	=	1,657.20		
					Supply/Return/Transfer ductwork for AHU -1,2,3									
123	23 31 13	13 0159	0337	MOD	For Work In Restricted Working Space, Add									$828.00
						Quantity		Unit Price		Factor		Total		
					Installation	120.00	x	6.90	x	1.0000	=	828.00		
124	23 31 13	13 0159	0710	MOD	For Seal Class A, Add									$883.20
						Quantity		Unit Price		Factor		Total		
					Installation	120.00	x	7.36	x	1.0000	=	883.20		
125	23 31 13	13 0160		LF	10" x 18", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork									$2,988.00
						Quantity		Unit Price		Factor		Total		
					Installation	60.00	x	34.94	x	1.0000	=	2,096.40		
					Demolition	60.00	x	14.86	x	1.0000	=	891.60		
					Supply/Return/Transfer ductwork for AHU -1,2,3									
126	23 31 13	13 0160	0337	MOD	For Work In Restricted Working Space, Add									$445.80
						Quantity		Unit Price		Factor		Total		
					Installation	60.00	x	7.43	x	1.0000	=	445.80		
127	23 31 13	13 0160	0710	MOD	For Seal Class A, Add									$475.80
						Quantity		Unit Price		Factor		Total		
					Installation	60.00	x	7.93	x	1.0000	=	475.80		
128	23 31 13	13 0161		LF	10" x 20", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork									$9,608.40
						Quantity		Unit Price		Factor		Total		
					Installation	180.00	x	37.45	x	1.0000	=	6,741.00		
					Demolition	180.00	x	15.93	x	1.0000	=	2,867.40		
					Supply/Return/Transfer ductwork for AHU -1,2,3									
129	23 31 13	13 0161	0337	MOD	For Work In Restricted Working Space, Add									$1,432.80
						Quantity		Unit Price		Factor		Total		
					Installation	180.00	x	7.96	x	1.0000	=	1,432.80		
130	23 31 13	13 0161	0710	MOD	For Seal Class A, Add									$1,528.20
						Quantity		Unit Price		Factor		Total		
					Installation	180.00	x	8.49	x	1.0000	=	1,528.20		
131	23 31 13	13 0163		LF	10" x 24", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork									$17,063.82
						Quantity		Unit Price		Factor		Total		
					Installation	282.00	x	42.45	x	1.0000	=	11,970.90		
					Demolition	282.00	x	18.06	x	1.0000	=	5,092.92		
					Supply/Return/Transfer ductwork for AHU -1,2,3									
132	23 31 13	13 0163	0337	MOD	For Work In Restricted Working Space, Add									$2,546.46
						Quantity		Unit Price		Factor		Total		
					Installation	282.00	x	9.03	x	1.0000	=	2,546.46		
133	23 31 13	13 0163	0710	MOD	For Seal Class A, Add									$2,715.66
						Quantity		Unit Price		Factor		Total		
					Installation	282.00	x	9.63	x	1.0000	=	2,715.66		

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

134	23	31	13	13 0185		LF	18" x 24", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork							$3,138.66
								Quantity		Unit Price		Factor		Total
							Installation	42.00	x	52.42	x	1.0000	=	2,201.64
							Demolition	42.00	x	22.31	x	1.0000	=	937.02
							Supply/Return/Transfer ductwork for AHU -1,2,3							
135	23	31	13	13 0185	0337	MOD	For Work In Restricted Working Space, Add							$468.30
								Quantity		Unit Price		Factor		Total
							Installation	42.00	x	11.15	x	1.0000	=	468.30
136	23	31	13	13 0185	0710	MOD	For Seal Class A, Add							$499.38
								Quantity		Unit Price		Factor		Total
							Installation	42.00	x	11.89	x	1.0000	=	499.38
137	23	31	13	13 0188		LF	20" x 24", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork							$5,165.16
								Quantity		Unit Price		Factor		Total
							Installation	66.00	x	54.90	x	1.0000	=	3,623.40
							Demolition	66.00	x	23.36	x	1.0000	=	1,541.76
							Supply/Return/Transfer ductwork for AHU -1,2,3							
138	23	31	13	13 0188	0337	MOD	For Work In Restricted Working Space, Add							$770.88
								Quantity		Unit Price		Factor		Total
							Installation	66.00	x	11.68	x	1.0000	=	770.88
139	23	31	13	13 0188	0710	MOD	For Seal Class A, Add							$822.36
								Quantity		Unit Price		Factor		Total
							Installation	66.00	x	12.46	x	1.0000	=	822.36
140	23	31	13	13 0190		LF	22" x 24", 26 Gauge, Seal Class C, Galvanized Steel Sheet Metal Ductwork							$9,823.20
								Quantity		Unit Price		Factor		Total
							Installation	120.00	x	57.43	x	1.0000	=	6,891.60
							Demolition	120.00	x	24.43	x	1.0000	=	2,931.60
							Supply/Return/Transfer ductwork for AHU -1,2,3							
141	23	31	13	13 0190	0337	MOD	For Work In Restricted Working Space, Add							$1,465.20
								Quantity		Unit Price		Factor		Total
							Installation	120.00	x	12.21	x	1.0000	=	1,465.20
142	23	31	13	13 0190	0710	MOD	For Seal Class A, Add							$1,563.60
								Quantity		Unit Price		Factor		Total
							Installation	120.00	x	13.03	x	1.0000	=	1,563.60
143	23	31	16	16 0005		LF	4" Fiber Reinforced Plastic Duct							$5,270.40
								Quantity		Unit Price		Factor		Total
							Installation	180.00	x	24.52	x	1.0000	=	4,413.60
							Demolition	180.00	x	4.76	x	1.0000	=	856.80
							Supply and return flexible ducts with fiberglass exterior insulation and plastic inner duct. This is for all 4" ducts across ALL 3 floors							
144	23	31	16	16 0006		LF	6" Fiber Reinforced Plastic Duct							$19,620.00
								Quantity		Unit Price		Factor		Total
							Installation	500.00	x	33.23	x	1.0000	=	16,615.00
							Demolition	500.00	x	6.01	x	1.0000	=	3,005.00
							Supply and return flexible ducts with fiberglass exterior insulation and plastic inner duct. This is for all 6" ducts across ALL 3 floors							
145	23	31	16	16 0007		LF	8" Fiber Reinforced Plastic Duct							$36,177.50
								Quantity		Unit Price		Factor		Total
							Installation	725.00	x	42.37	x	1.0000	=	30,718.25
							Demolition	725.00	x	7.53	x	1.0000	=	5,459.25
							Supply and return flexible ducts with fiberglass exterior insulation and plastic inner duct. This is for all 8" ducts across ALL 3 floors							

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

146	23	31	16	16 0008		LF	10" Fiber Reinforced Plastic Duct							$37,662.50
								Quantity		Unit Price		Factor		Total
							Installation	625.00	x	51.22	x	1.0000	=	32,012.50
							Demolition	625.00	x	9.04	x	1.0000	=	5,650.00
							Supply and return flexible ducts with fiberglass exterior insulation and plastic inner duct. This is for all 10" ducts across ALL 3 floors							
147	23	33	13	16 0005		EA	6" x 6" Folding Curtain Fire Damper, Steel Construction, UL Listed, 1-1/2 Hour Rated							$169.71
								Quantity		Unit Price		Factor		Total
							Installation	3.00	x	50.41	x	1.0000	=	151.23
							Demolition	3.00	x	6.16	x	1.0000	=	18.48
							Mechanical fire dampers for ductwork leaving AHU mechanical rooms per M2.5 / M2.7 room elevations and details							
148	23	33	13	16 0005	0005	MOD	For Cap Of Damper Blades Outside Air Stream, Add							$23.94
								Quantity		Unit Price		Factor		Total
							Installation	3.00	x	7.98	x	1.0000	=	23.94
149	23	33	13	16 0005	0182	MOD	For Spring Activated Horizontal Mount Operation, Add							$21.54
								Quantity		Unit Price		Factor		Total
							Installation	3.00	x	7.18	x	1.0000	=	21.54
150	23	33	13	16 0013		EA	12" x 10" Folding Curtain Fire Damper, Steel Construction, UL Listed, 1-1/2 Hour Rated							$150.36
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	67.80	x	1.0000	=	135.60
							Demolition	2.00	x	7.38	x	1.0000	=	14.76
							Mechanical fire dampers for ductwork leaving AHU mechanical rooms per M2.5 / M2.7 room elevations and details							
151	23	33	13	16 0013	0005	MOD	For Cap Of Damper Blades Outside Air Stream, Add							$22.80
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	11.40	x	1.0000	=	22.80
152	23	33	13	16 0013	0182	MOD	For Spring Activated Horizontal Mount Operation, Add							$20.52
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	10.26	x	1.0000	=	20.52
153	23	33	13	16 0017		EA	14" x 10" Folding Curtain Fire Damper, Steel Construction, UL Listed, 1-1/2 Hour Rated							$157.92
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	71.19	x	1.0000	=	142.38
							Demolition	2.00	x	7.77	x	1.0000	=	15.54
							Mechanical fire dampers for ductwork leaving AHU mechanical rooms per M2.5 / M2.7 room elevations and details							
154	23	33	13	16 0017	0005	MOD	For Cap Of Damper Blades Outside Air Stream, Add							$23.94
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	11.97	x	1.0000	=	23.94
155	23	33	13	16 0017	0182	MOD	For Spring Activated Horizontal Mount Operation, Add							$21.56
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	10.78	x	1.0000	=	21.56
156	23	33	13	16 0028		EA	18" x 10" Folding Curtain Fire Damper, Steel Construction, UL Listed, 1-1/2 Hour Rated							$91.74
								Quantity		Unit Price		Factor		Total
							Installation	1.00	x	82.48	x	1.0000	=	82.48
							Demolition	1.00	x	9.26	x	1.0000	=	9.26
							Mechanical fire dampers for ductwork leaving AHU mechanical rooms per M2.5 / M2.7 room elevations and details							

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

157	23	33	13	16 0028	0005	MOD	For Cap Of Damper Blades Outside Air Stream, Add								$13.69
								Quantity		Unit Price		Factor		Total	
							Installation	1.00	x	13.69	x	1.0000	=	13.69	
158	23	33	13	16 0028	0182	MOD	For Spring Activated Horizontal Mount Operation, Add								$12.32
								Quantity		Unit Price		Factor		Total	
							Installation	1.00	x	12.32	x	1.0000	=	12.32	
159	23	33	13	16 0035		EA	20" x 10" Folding Curtain Fire Damper, Steel Construction, UL Listed, 1-1/2 Hour Rated								$199.90
								Quantity		Unit Price		Factor		Total	
							Installation	2.00	x	89.80	x	1.0000	=	179.60	
							Demolition	2.00	x	10.15	x	1.0000	=	20.30	
							Mechanical fire dampers for ductwork leaving AHU mechanical rooms per M2.5 / M2.7 room elevations and details								
160	23	33	13	16 0035	0005	MOD	For Cap Of Damper Blades Outside Air Stream, Add								$29.66
								Quantity		Unit Price		Factor		Total	
							Installation	2.00	x	14.83	x	1.0000	=	29.66	
161	23	33	13	16 0035	0182	MOD	For Spring Activated Horizontal Mount Operation, Add								$26.68
								Quantity		Unit Price		Factor		Total	
							Installation	2.00	x	13.34	x	1.0000	=	26.68	
162	23	33	13	16 0043		EA	24" x 10" Folding Curtain Fire Damper, Steel Construction, UL Listed, 1-1/2 Hour Rated								$338.46
								Quantity		Unit Price		Factor		Total	
							Installation	3.00	x	101.72	x	1.0000	=	305.16	
							Demolition	3.00	x	11.10	x	1.0000	=	33.30	
							Mechanical fire dampers for ductwork leaving AHU mechanical rooms per M2.5 / M2.7 room elevations and details								
163	23	33	13	16 0043	0005	MOD	For Cap Of Damper Blades Outside Air Stream, Add								$51.33
								Quantity		Unit Price		Factor		Total	
							Installation	3.00	x	17.11	x	1.0000	=	51.33	
164	23	33	13	16 0043	0182	MOD	For Spring Activated Horizontal Mount Operation, Add								$46.20
								Quantity		Unit Price		Factor		Total	
							Installation	3.00	x	15.40	x	1.0000	=	46.20	
165	23	33	13	16 0044		EA	24" x 12" Folding Curtain Fire Damper, Steel Construction, UL Listed, 1-1/2 Hour Rated								$369.93
								Quantity		Unit Price		Factor		Total	
							Installation	3.00	x	111.33	x	1.0000	=	333.99	
							Demolition	3.00	x	11.98	x	1.0000	=	35.94	
							Mechanical fire dampers for ductwork leaving AHU mechanical rooms per M2.5 / M2.7 room elevations and details								
166	23	33	13	16 0044	0005	MOD	For Cap Of Damper Blades Outside Air Stream, Add								$56.46
								Quantity		Unit Price		Factor		Total	
							Installation	3.00	x	18.82	x	1.0000	=	56.46	
167	23	33	13	16 0044	0182	MOD	For Spring Activated Horizontal Mount Operation, Add								$50.82
								Quantity		Unit Price		Factor		Total	
							Installation	3.00	x	16.94	x	1.0000	=	50.82	
168	23	33	13	16 0047		EA	24" x 18" Folding Curtain Fire Damper, Steel Construction, UL Listed, 1-1/2 Hour Rated								$296.16
								Quantity		Unit Price		Factor		Total	
							Installation	2.00	x	133.32	x	1.0000	=	266.64	
							Demolition	2.00	x	14.76	x	1.0000	=	29.52	
							Mechanical fire dampers for ductwork leaving AHU mechanical rooms per M2.5 / M2.7 room elevations and details								

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

169	23	33	13	16 0047	0005	MOD	For Cap Of Damper Blades Outside Air Stream, Add								$44.48
								Quantity		Unit Price		Factor		Total	
							Installation	2.00	x	22.24	x	1.0000	=	44.48	
170	23	33	13	16 0047	0182	MOD	For Spring Activated Horizontal Mount Operation, Add								$40.02
								Quantity		Unit Price		Factor		Total	
							Installation	2.00	x	20.01	x	1.0000	=	40.02	
171	23	33	13	16 0048		EA	24" x 20" Folding Curtain Fire Damper, Steel Construction, UL Listed, 1-1/2 Hour Rated								$162.35
								Quantity		Unit Price		Factor		Total	
							Installation	1.00	x	145.71	x	1.0000	=	145.71	
							Demolition	1.00	x	16.64	x	1.0000	=	16.64	
							Mechanical fire dampers for ductwork leaving AHU mechanical rooms per M2.5 / M2.7 room elevations and details								
172	23	33	13	16 0048	0005	MOD	For Cap Of Damper Blades Outside Air Stream, Add								$23.95
								Quantity		Unit Price		Factor		Total	
							Installation	1.00	x	23.95	x	1.0000	=	23.95	
173	23	33	13	16 0048	0182	MOD	For Spring Activated Horizontal Mount Operation, Add								$21.55
								Quantity		Unit Price		Factor		Total	
							Installation	1.00	x	21.55	x	1.0000	=	21.55	
174	23	33	13	16 0052		EA	28" x 10" Folding Curtain Fire Damper, Steel Construction, UL Listed, 1-1/2 Hour Rated								$246.62
								Quantity		Unit Price		Factor		Total	
							Installation	2.00	x	111.33	x	1.0000	=	222.66	
							Demolition	2.00	x	11.98	x	1.0000	=	23.96	
							Mechanical fire dampers for ductwork leaving AHU mechanical rooms per M2.5 / M2.7 room elevations and details								
175	23	33	13	16 0052	0005	MOD	For Cap Of Damper Blades Outside Air Stream, Add								$37.64
								Quantity		Unit Price		Factor		Total	
							Installation	2.00	x	18.82	x	1.0000	=	37.64	
176	23	33	13	16 0052	0182	MOD	For Spring Activated Horizontal Mount Operation, Add								$33.88
								Quantity		Unit Price		Factor		Total	
							Installation	2.00	x	16.94	x	1.0000	=	33.88	
177	23	33	13	23 0367		EA	For Motor Pack For Vertically Mounted Backdraft Damper								$1,465.32
								Quantity		Unit Price		Factor		Total	
							Installation	3.00	x	488.44	x	1.0000	=	1,465.32	
							Motor for OA dampers for each AHU								
178	23	33	33	00 0007		EA	18" x 18" Duct Access Doors Insulated Factory Fabrication								$2,699.13
								Quantity		Unit Price		Factor		Total	
							Installation	21.00	x	115.82	x	1.0000	=	2,432.22	
							Demolition	21.00	x	12.71	x	1.0000	=	266.91	
							Access door for each of the (21) Fire dampers per plan and FBC								
179	23	34	16	00 0174		EA	Up To 12" Wheel Diameter, 1/4 HP Belt Drive, In Line Duct Fan115/208-230/60/1. Includes disconnect switch.								$9,855.08
								Quantity		Unit Price		Factor		Total	
							Installation	4.00	x	2,386.98	x	1.0000	=	9,547.92	
							Demolition	4.00	x	76.79	x	1.0000	=	307.16	
							Tag EF-1.1,1.3, 2.1, 3.1 Greenheck inline EF's 230V 1PH								

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

180	23	34	16	00 0244		EA	50 CFM, Ceiling/Wall Mounted, Polymeric Intake Grille, Light Duty Exhaust Fan Without Light (Broan® 670)							$280.42
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	112.95	x	1.0000	=	225.90
							Demolition	2.00	x	27.26	x	1.0000	=	54.52
							Tag EF- 1.2, 2.2 Broan/Panasonic 115V ceiling mount EF							
181	23	36	16	00 0017		EA	6" Diameter Inlet, 60 To 500 CFM, Variable Air Volume Box With Analog Electronic Controls							$40,837.84
								Quantity		Unit Price		Factor		Total
							Installation	19.00	x	2,149.36	x	1.0000	=	40,837.84
							VAV's with 5" and 6" inlets							
182	23	36	16	00 0018		EA	8" Diameter Inlet, 105 To 900 CFM, Variable Air Volume Box With Analog Electronic Controls							$37,756.83
								Quantity		Unit Price		Factor		Total
							Installation	17.00	x	2,220.99	x	1.0000	=	37,756.83
							VAV's with 8" inlet							
183	23	36	16	00 0019		EA	10" Diameter Inlet, 165 To 1,400 CFM, Variable Air Volume Box With Analog Electronic Controls							$4,566.20
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	2,283.10	x	1.0000	=	4,566.20
							VAV's with 10" inlet							
184	23	37	13	13 0022		EA	24" x 24" Ceiling Diffuser, Louver Face, Adjustable Pattern, Surface Mounted, Aluminum Construction With Damper							$55,192.80
								Quantity		Unit Price		Factor		Total
							Installation	183.00	x	272.37	x	1.0000	=	49,843.71
							Demolition	183.00	x	29.23	x	1.0000	=	5,349.09
							Supply Diffusers and dampers for ALL 3 Floors							
185	23	37	13	13 0022	0329	MOD	For Lay-In Mount, Add							$7,826.91
								Quantity		Unit Price		Factor		Total
							Installation	183.00	x	42.77	x	1.0000	=	7,826.91
186	23	37	13	13 0083		EA	24" x 24" Single Deflection Return/Exhaust Register, Aluminum, Opposed Blade Damper, Wall/Ceiling							$44,573.97
								Quantity		Unit Price		Factor		Total
							Installation	123.00	x	349.68	x	1.0000	=	43,010.64
							Demolition	123.00	x	12.71	x	1.0000	=	1,563.33
							Return/Transfer grilles and dampers for ALL 3 floors							
187	23	64	26	13 0003		EA	80 Ton Packaged Air Cooled Rotary-Screw Water Chiller							$120,111.49
								Quantity		Unit Price		Factor		Total
							Installation	1.00	x	120,111.49	x	1.0000	=	120,111.49
							New Trane Chiller TAG CH-1, 5 year parts warranty, 1 year labor, factory start up, coated condenser coils.							
188	23	64	26	13 0003	0428	MOD	For 208/230 Voltage Motor Rating, Add							$4,631.00
								Quantity		Unit Price		Factor		Total
							Installation	1.00	x	4,631.00	x	1.0000	=	4,631.00
189	23	73	13	00 0061		EA	6,000 CFM Multizone Air Handling Unit, Built-Up, Horizontal / Vertical, Draw-Through Fan							$53,038.68
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	24,948.26	x	1.0000	=	49,896.52
							Demolition	2.00	x	1,571.08	x	1.0000	=	3,142.16
							TAG AHU-2/3 Trane Performance Climate Changer Model UCCA 230v/3PH Chilled water coil							
190	23	73	13	00 0061	0003	MOD	For Economizer, Panel, Controls And Damper(s), Add							$3,968.62
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	1,984.31	x	1.0000	=	3,968.62

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

191	23	73	13	00 0061	0464	MOD	For Chilled Water Cooling Coil, Copper Fins, Add							$25,423.30
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	12,711.65	x	1.0000	=	25,423.30
192	23	73	13	00 0061	0511	MOD	For Combination Filter Mixing Box And Throwaway Filters, Add							$11,800.88
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	5,900.44	x	1.0000	=	11,800.88
193	23	73	13	00 0061	0563	MOD	For 2 Coils, Independent Circuits, Add							$5,897.82
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	2,948.91	x	1.0000	=	5,897.82
194	23	73	13	00 0064		EA	7,500 CFM Multizone Air Handling Unit, Built-Up, Horizontal / Vertical, Draw-Through Fan							$32,750.05
								Quantity		Unit Price		Factor		Total
							Installation	1.00	x	30,763.23	x	1.0000	=	30,763.23
							Demolition	1.00	x	1,986.82	x	1.0000	=	1,986.82
							TAG AHU-1 Trane Performance Climate Changer Model UCCA 230v/3PH Chilled water coil							
195	23	73	13	00 0064	0102	MOD	For Economizer, Panel, Controls And Damper(s), Add							$2,073.05
								Quantity		Unit Price		Factor		Total
							Installation	1.00	x	2,073.05	x	1.0000	=	2,073.05
196	23	73	13	00 0064	0464	MOD	For Chilled Water Cooling Coil, Copper Fins, Add							$15,645.09
								Quantity		Unit Price		Factor		Total
							Installation	1.00	x	15,645.09	x	1.0000	=	15,645.09
197	23	73	13	00 0064	0511	MOD	For Combination Filter Mixing Box And Throwaway Filters, Add							$7,265.91
								Quantity		Unit Price		Factor		Total
							Installation	1.00	x	7,265.91	x	1.0000	=	7,265.91
198	23	73	13	00 0064	0563	MOD	For 2 Coils, Independent Circuits, Add							$3,634.94
								Quantity		Unit Price		Factor		Total
							Installation	1.00	x	3,634.94	x	1.0000	=	3,634.94
199	23	81	46	00 0007		EA	30 MBH, 1,000 CFM Horizontal, Ceiling Mounted, Geothermal Water Source Heat Pump							$5,689.25
								Quantity		Unit Price		Factor		Total
							Installation	1.00	x	5,689.25	x	1.0000	=	5,689.25
							WSHP AHU 1.1 for Chambers supplemental air							
200	23	82	16	14 0028		EA	1 KW Electric Heater, Finned Tube Element, Standard Slip-In Blast Coil Duct Heater							$17,724.34
								Quantity		Unit Price		Factor		Total
							Installation	19.00	x	932.86	x	1.0000	=	17,724.34
							5" and 6" inlet VAV duct heaters							
201	23	82	16	14 0029		EA	2 KW Electric Heater, Finned Tube Element, Standard Slip-In Blast Coil Duct Heater							$18,109.47
								Quantity		Unit Price		Factor		Total
							Installation	19.00	x	953.13	x	1.0000	=	18,109.47
							8" and 10" VAV duct heaters							
202	26	29	23	00 0023		EA	15 HP, 480 Volt Variable Frequency DriveWall mounted.							$32,068.56
								Quantity		Unit Price		Factor		Total
							Installation	4.00	x	7,586.82	x	1.0000	=	30,347.28
							Demolition	2.00	x	860.64	x	1.0000	=	1,721.28
							AHU-2/3 VFD remove and replace. Also Pump 1/2 VFDs							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 147298.00
Work Order Title: Pembroke Park - Town Hall HVAC Renovation

HVAC DIV 23

203 26 29 23 00 0024 — EA — 20 HP, 480 Volt Variable Frequency DriveWall mounted. — $8,919.40

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	8,058.76	x	1.0000	=	8,058.76
Demolition	1.00	x	860.64	x	1.0000	=	860.64

AHU-1 VFD remove and replace

Subtotal for HVAC DIV 23 **$1,221,309.56**

Life Safety DIV 28

204 28 46 13 31 0666 — EA — Linear Beam Smoke Detector (Siemens PBA-1191) — $8,985.54

	Quantity		Unit Price		Factor		Total
Installation	3.00	x	2,995.18	x	1.0000	=	8,985.54

Smoke detectors and wiring for each of the (3) AHU's for shut down and audio/visual

205 28 46 13 31 0762 — EA — Wall Mounted High Multi-Candela Horn/Strobe (Siemens HS-HMC-R) — $722.01

	Quantity		Unit Price		Factor		Total
Installation	3.00	x	240.67	x	1.0000	=	722.01

Audio/visual for each of the duct detectors

Subtotal for Life Safety DIV 28 **$9,707.55**

No Category Input

206 23 09 23 53 0719 — EA — Tracer TU Adapter Wired/Wireless (Trane X13651529010) — $0.00

	Quantity		Unit Price		Factor		Total
Installation	0.00	x	640.70	x	1.0000	=	0.00

Subtotal for No Category Input **$0.00**

Proposal Total **$1,517,895.88**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

Subcontractor Listing

Date: October 01, 2025

Re:

IQC Master Contract #:	FL-R6-HVAC-092524-HML
Work Order #:	147298.00
Owner PO #:	
Title:	Pembroke Park - Town Hall HVAC Renovation
Contractor:	Hall Mechanical and Air Conditioning LLC
Proposal Value:	$1,517,895.88

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

Hall Mechanical & Air-Conditioning, LLC
2040 Tigertail Blvd, Ste E, Dania Beach, FL 33004
PH: 954.682.8739
Email: dhall@hmacair.com
www.hmacair.com

Date: 09/29/2025
Project: Town of Pembroke Park City Hall HVAC Project
RE: SOW for HVAC Renovation per Plans dated 4/17/2024
Sourcewell contractor Contract # FL-R6-HVAC-092524-HML

This Scope of work is based on plans dated 4/17/2024 with no revisions. The following is provided and installed under the Sourcewell contract by Hall Mechanical & Air-Conditioning, LLC aka HMAC and its related subcontractors incidental to the HVAC scope of work.

- Test and balance by NEBB Contractor
- Grid ceiling and tiles to be removed and re-installed as needed throughout project
- (6) Temp spot coolers 15k btu 115v with ceiling kits to be provided for use throughout project
- Labor (normal working hours 8-4 without weekends and holidays)
- Project management
- Administration
- Permit fee's reimbursable at estimated 3% of project total
- Bond fee reimbursable at estimated at 3% of project total
- Demolition of ALL HVAC in the building including ceiling mounted EF's, controls, pumps, chemical treatment system, ductwork, cooling tower, pumps, concrete pad, and condenser water mains/branch lines less underground to be abandoned in placed and sealed.
- Demo of conduit, circuits, wiring and disconnects for all (3) existing WSHP's, pull breaker and conductors for cooling tower, remove electrical service and feeders for cooling tower and pump.
- (3) New Chillwater Trane AHU's per schedule with blower motors capable of operating off static pressure for VAV's.
- (1) New Air cooled Trane chiller per schedule
- (2) New Chillwater pumps and related controller's and VFD's with one pump being redundant
- Chillwater supply and return piping, fittings, valves, strainers, actuators per drawings. Above ground Piping to be Schedule 40 steel with 2" insulation jacket. Underground piping via trench to be uninsulated Poly-Propelene piping.
- New Chillwater treatment system

- New Air Separator and Expansion tank as specified
- New Concrete pad for Chiller (Structural Engineer for pad construction included in proposal costs
- (38) New VAV's with Reheat and temp sensors to give feedback to related AHU for fan speed and valve position per plan
- Trane Tracer DDC Controls for all equipment for BMS per drawings
- All new Supply and return air ductwork mains to be metal with sealed seams and joints externally insulated.
- All medium to low pressure ducts downstream of VAV's to be R6 Owens Corning Quiet Board 1.5".
- All new Outside air ductwork to be metal uninsulated with motorized dampers and CO2 sensors
- All new Exhaust ductwork to be of metal construction with sealed seams and joints. Termination to be New Louvers and wall caps per plan.
- All new Supply/Return/Exhaust/Transfer Grilles and/or Diffusers per plan
- (6) Exhaust fans both ceiling mount and inline with related ductwork
- Each AHU to receive a duct mounted smoke detector with test station and horn/strobe combination and access door for tube inspection and/or cleaning.
- New Electrical circuits and required sub panels for ALL new equipment including conduit, wiring, breakers, disconnects etc. for Chiller, AHU's, VAV's, Exhaust fans and pumps.

Warranty: 1-year HMAC labor/material warranty from date of Final inspection. Warranty to be completed during normal business hours (M-F 7am-4pm).

Equipment warranty: 5 years all parts, 1 year labor

Exclusions:

- Changes in code, equipment or plans not included or used for creation of this proposal
- Grid ceiling is existing to remain per plan

Dwayne Hall
CEO
Lic: CAC1820023
CBE/SBE Certified contractor
Hall Mechanical & Air-Conditioning, LLC
Dhall@hmacair.com

TOWN OF PEMBROKE PARK

INVITATION TO BID
TOWN HALL HVAC SYSTEM REPLACEMENT
ITB NO. 24-04

SECTION 1

1. BACKGROUND

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,700 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is governed by five (5) Town Commissioners, operating under a Commissioner/Manager form of government and has approximately 45 employees. Commissioners are elected at large and serve for four (4) year terms. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policies at the direction of the Town Commission.

The Town provides a range of traditional municipal functions. These include police protection, fire rescue services, water, and sewer services, planning and zoning services, maintenance of roadways, and recreational opportunities.

2. DESCRIPTION OF WORK

The project (HVAC System Replacement) is located at 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023.

Town of Pembroke Park, Florida ("TOWN") is soliciting sealed Proposals from qualified licensed Mechanical and/or HVAC contractors to furnish all materials, labor, supervision, shop drawings, transportation, inspections, permits, licenses, equipment, and all incidentals necessary as shown in the engineering drawings in attachment "A".

We are requesting firm pricing for the upgrades to the HVAC system at the Town Hall. The building is three (3) levels and is conditioned with a heat pump and condenser water system. The renovation will include the removal of the existing cooling tower cells, pump, and three (3) water-source heat pumps. The heat pumps are a single zone unit that serves each individual floor. The associated supply air and outside air ducts will be replaced.

Background
Three (3), 20-ton, water-source heat pumps are to be removed from each floor. The condenser water pipe from each mechanical room back to the cooling tower in the rear of the building shall be removed. The existing controls system is a mix of pneumatics and digital. The beneath grade condenser water pipe shall remain and be abandoned. Remove the cooling tower and condenser water pump completely.
The air is returned to the AHUs through a free return path and above-ceiling plenum. The supply air duct and return air duct shall be removed on each floor. The existing ceilings are to remain intact.

There are two options that are to be priced and submitted for bids.

Option 1: Replace HVAC system with new cooling tower and central VAV, water-source heat pumps on each level of the building. CW pumps, chemical treatment, and typical trim.

Option 2: Replace HVAC system with new air-cooled chiller and central VAV, chilled water air handlers on each level of the building. CHW pumps, chemical treatment, and typical trim.

Each option has been presented and specified in the engineering drawings. There are equipment schedules and sequence of operations for each option. The air distribution scope will not be affected by the system type selected. The new air distribution system shall be comprised of medium pressure SA duct, VAV terminal boxes, and low-pressure SA duct. New ceiling diffusers shall be provided. Provide new exhaust fans as scheduled in the drawings.

All new equipment shall have new circuits and new circuit breakers. Provide new electrical panels, drives, disconnect switches, and fuses as specified. See one-line diagrams and scope of work on Electrical Drawings.

Scopes of Work – HVAC Improvements

Mechanical Scope

Demolition Scope

1. REMOVE THREE (3) EXIST. WSHP ON EACH FLOOR.
2. REMOVE THE S.A. DUCTWORK, R.A. DUCTWORK, E.A. DUCTWORK, AND O.A. DUCTWORK FROM ALL THREE (3) FLOORS AS SHOWN ON THE PLAN. SEE PLANS FOR POINTS OF DEMOLITION.
3. REMOVE ALL CONDENSER WATER PIPE FROM MECHANICAL ROOMS AND RISERS. CW BELOW GRADE OUT TO CT MAY REMAIN ABANDONED.
4. REMOVE THREE (3) CW AHUS. SEE PLANS FOR LOCATIONS.
5. REMOVE ALL PNEUMATIC CONTROLS AND ACCESSORIES.
6. REMOVE CW PUMP AND CONC. PAD.
7. REMOVE CT AND CONC. PAD.
8. REMOVE EXIST. CHEMICAL TREATMENT SYSTEM
9. REMOVE EXIST. CW PUMP CONTROLLER
10. REMOVE EXIST. CEILING EXHAUST FANS.

New Work Scope – Cooling Tower Option

1. PROVIDE THREE (3) NEW HEAT PUMPS AS SCHEDULED. HEAT PUMPS SHALL BE CAPABLE OF VAV APPLICATION W/ AIR BYPASS. SEE EQUIPMENT SCHEDULE FOR FEATURES, SPECIFICATIONS AND CAPACITIES.
2. PROVIDE A 2.5 TON, SUPPLEMENTAL HEAT PUMP FOR THE GROUND FLOOR CHAMBERS ROOM.
3. PROVIDE HOSE KITS AS SPECIFIED. ISOLATION VALVES, STRAINER, FLOW CONTROL CARTRIDGE, AND MOTORIZED VALVE.
4. PROVIDE NEW CT AS SCHEDULED
5. PROVIDE TWO (2) NEW CW PUMPS. EACH IS CAPABLE OF 100% FLOW AND ONE WILL BE A STAND-BY PUMP.
6. PROVIDE NEW PUMP CONTROLLER.
7. PROVIDE NEW CT FAN MOTOR CONTROLLER.
8. PROVIDE VFDs W/ INTEGRAL FUSED, D.S. FOR NEW CW PUMPS AND FOR CT FAN MOTORS. FOUR (4) IN TOTAL).
9. PROVIDE NEW CWS/CWR COPPER TYPE "L" PIPING TO NEW HEAT PUMPS. PROVIDE NEW ISOLATION VALVES, STRAINERS, AND FLEXIBLE MESH S.S. HOSE KITS.
10. TRENCH NEW UNDERGROUND CW PIPING. UNDERGROUND PIPING SHALL BE SCHEDULE 80 PVC.
11. PROVIDE A NEW WATER CHEMICAL TREATMENT SYSTEM, EXPANSION TANK, AND AIR SEPARATOR AS SPECIFIED.
12. STRUCTURAL ENGINEER TO PROVIDE NEW CONCRETE BASE FOR COOLING TOWER YARD.
13. STRUCTURAL ENGINEER TO PROVIDE A STEEL FRAME BASE. SEE CT INSTALLATION DETAIL.
14. PROVIDE MAKE-WATER FOR CT.
15. ROUTE CT DRAIN TO EXIST. SANITARY SYSTEM OR NEARBY FLOOR DRAIN.
16. CHAIN LINK FENCE AROUND CT YARD TO BE PROVIDED BY OTHERS/OWNER

New Work Scope – Chiller Option

1. PROVIDE THREE (3) NEW CHILLED WATER AHUs AS SCHEDULED. AHUs SHALL BE CAPABLE OF VAV APPLICATION. SEE EQUIPMENT SCHEDULE FOR FEATURES, SPECIFICATIONS AND CAPACITIES.
2. PROVIDE NEW AIR-COOLED CHILLER AS SCHEDULED
3. PROVIDE TWO (2) NEW CHW PUMPS. EACH IS CAPABLE OF 100% FLOW AND ONE WILL BE A STAND-BY PUMP.
4. PROVIDE NEW PUMP CONTROLLER.
5. PROVIDE VFDS W/ INTEGRAL FUSED, D.S. FOR NEW CHW PUMPS.
6. PROVIDE NEW CHWS/CHWR SCHEDULE 40, BLACK STEEL PIPING TO NEW AHUs. PROVIDE NEW ISOLATION VALVES, STRAINERS, AND FLEXIBLE MESH S.S. HOSE KITS.
7. TRENCH NEW UNDERGROUND CHW PIPING. UNDERGROUND PIPING SHALL BE MADE OF HIGH-DENSITY POLY-PROPELENE. THIS WILL NOT REQUIRE EXTERIOR INSULATION.
8. ALL ABOVE-GRADE CHW PIPING IS TO HAVE 2" INSULATION JACKET.
9. PROVIDE A NEW WATER CHEMICAL TREATMENT SYSTEM, EXPANSION TANK, AND AIR SEPARATOR AS SPECIFIED.
10. CONTRACTOR TO PROVIDE NEW CONCRETE BASE FOR CHILLER YARD.
11. CONTRACTOR TO PROVIDE A STEEL FRAME BASE. SEE CHILLER INSTALLATION DETAIL.

Electrical Scope

Demolition Scope

1. DISCONNECT ELECTRICAL POWER FOR THREE (3) EXIST. WSHP IN MECHANICAL ROOMS. REMOVE CIRCUIT, CONDUIT, AND WALL-MOUNTED D.S. FOR EACH WSHP.
2. REMOVE THE EXIST. 100A CIRCUIT BREAKER IN PANEL "MDP" FOR THE COOLING TOWER AND PULL THE CONDUCTORS,
3. DISCONNECT ELECTRICAL POWER FOR THE COOLING TOWER AND CW PUMP. REMOVE EXIST. D.S., CONDUIT AND CONDUCTORS FOR THOSE CIRCUITS.

New Work Scope

1. PROVIDE NEW CIRCUITS FOR NEW AIR HANDLERS. THE ORIGIN OF THE CIRCUITS FOR THE WSHP WILL BE DIFFERENT THAN THE ORIGIN OF THE ELECTRICAL CIRCUIT FOR THE CHILLED WATER AHU. REFER TO ONE-LINE DIAGRAMS AND PANEL SCHEDULES FOR CIRCUIT ROUTING AND THE REQUIREMENTS.
2. FORM PANEL "AC" TO ITS RESPECTIVE FLOOR USING EXIST. CONDUIT. RECONNECT TO EXIST. C.B.
   IN PANEL "AC"
3. PROVIDE NEW WALL-MOUNTED, FUSED, D.S. AS SHOWN IN THESE PLANS AND SIZED IN ONE-LINE DIAGRAM.
4. PROVIDE NEW WIRING FROM NEW S.A. SMOKE DETECTOR TO THE WALL-MOUNTED TEST STATION. SMOKE DETECTOR AND TEST STATION TO BE PROVIDED BY THE MECH. CONTRACTOR.
5. NEW EXHAUST FANS WILL BE PROVIDED BY THE MECH. CONTRACTOR. PROVIDE ELECTRICAL POWER TO THESE FANS. REFER TO DRAWINGS FOR LOCATION AND ONE-LINE.
6. PROVIDE WIRING TO ALL NEW VAV TERMINAL BOXES. REFER TO DRAWINGS FOR LOCATION AND ONE-LINE. SEE VAV DETAIL FOR REQUIREMENTS.
7. PROVIDE NEW SUB-PANELS IN EACH MECHANICAL ROOM FOR POWER DISTRIBUTION OF NEW EQUIPMENT.
8. PROVIDE ELECTRICAL POWER AND CIRCUITS FOR NEW OUTDOOR EQUIPMENT. PROVIDE PRICING
   FOR CHILLER OPTION AND COOLING TOWER OPTION. SEE DRAWINGS FOR DIFFERENCES IN THE OPTIONS.

Review construction documents for further detail of scope and specifications.

Bidder accepts all of the terms and conditions of the Bid Form and Contract Drawings/Specifications. Contract Drawings and Specifications consists of Sheets:

SHEET INDEX	
SHEET#	DESCRIPTION
M0.1	MECHANICAL ABBREVIATIONS AND LEGEND, AND MECHANICAL SPECIFICATIONS
M0.2	MECHANICAL SCOPE OF WORK
M0.3	GENERAL MECHANICAL NOTES AND RESPONSIBILITIES, SMOKE DETECTION NOTES, DEMOLITION NOTES
M1.1	FIRST FLOOR MECHANICAL DEMOLITION PLAN
M1.2	SECOND FLOOR MECHANICAL DEMOLITION PLAN
M1.3	THIRD FLOOR MECHANICAL DEMOLITION PLAN
M2.1	FIRST FLOOR MECHANICAL NEW WORK PLAN
M2.2	SECOND FLOOR MECHANICAL NEW WORK PLAN
M2.3	THIRD FLOOR MECHANICAL NEW WORK PLAN
M2.4	ENLARGED CHILLER YARD AND COOLING TOWER YARD MECHANICAL NEW WORK PLANS
M2.5	FIRST FLOOR ENLARGED MECHANICAL NEW WORK PLAN. CHILLED WATER UNIT AHU-1.
M2.6	FIRST FLOOR ENLARGED MECHANICAL NEW WORK PLAN. CONDENSER WATER UNIT WSHP-1.
M2.7	SECOND AND THIRD FLOOR ENLARGE MECHANICAL NEW WORK PLAN. CHILLED WATER UNIT AHU-2, AHU-3.
M2.8	2ND AND 3RD FLOOR ENLARGE MECHANICAL NEW WORK PLAN. CONDENSER WATER UNIT WSHP-2, WSHP-3.
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M3.2	MECHANICAL SCHEDULES - COOLING TOWER, WSHPs, CW PUMPS, BUILDING VENTILATION CALCULATIONS
M4.1	MECHANICAL DETAILS
M4.2	MECHANICAL DETAILS
M4.3	MECHANICAL DETAILS - WIND LOAD CALCULATIONS, FASTENING DETAILS AND SPECIFICATIONS
M4.4	MECHANICAL DETAILS
M5.1	MECHANICAL CONTROLS SCHEMATICS AND SEQUENCE OF OPERATION FOR CHILLER OPTION
M5.2	MECHANICAL CONTROLS SCHEMATICS AND SEQUENCE OF OPERATION FOR COOLING TOWER OPTION
M5.3	COOLING TOWER MAKE-UP WATER AND CHEMICAL TREATMENT PIPING SCHEMATIC

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E2.1	ELECTRICAL PLAN - GROUND LEVEL
E2.2	ELECTRICAL PLAN - 2ND LEVEL
E2.3	ELECTRICAL PLAN - 3RD LEVEL
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E3.2	ELECTRICAL PANEL SCHEDULES AND PANEL LOAD CALCULATIONS

Drawings for bid are issued and dated 04/17/2024 Drawings shall be amended by subsequent Addendums issued by Cx4b prior to bid date and shall be acknowledged on this BID FORM.

Attachment “A”

Town Hall HVAC Improvements Bid Set

HVAC RENOVATION FOR

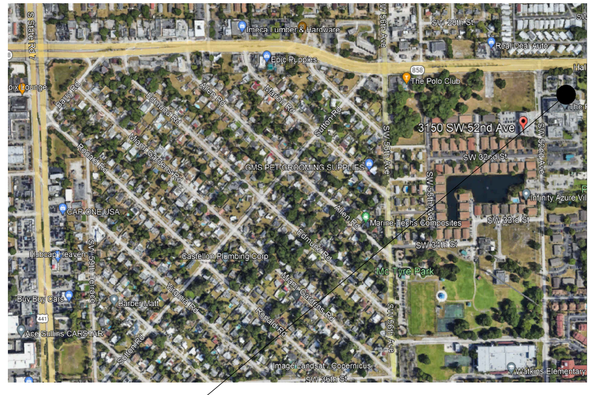
TOWN OF PEMBROKE PARK TOWNHALL

3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023

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COMMISSIONING FOR BUILDINGS
7957 N. University Drive, #256
Parkland, Fl 33067
www.cx4buildings.com
954-461-3001
FL Certificate of Authorization No. 30508


3150 SW 52nd Ave
The Polo Club
Pembroke Park
SW 52nd Ave
SW 30th St
SW 31st St
SW 32nd St
SW 33rd St
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MECHANICAL SPECIFICATIONS

15010 - BASIC MECHANICAL REQUIREMENTS

A. CODES & REFERENCES
1. FLORIDA BUILDING CODE 2023, 8TH EDITION (WITH AMENDMENTS).
2. SMACNA
3. NFPA 101
4. NFPA 90A
5. NFPA 99

B. SCOPE OF WORK

1. PROVIDE ALL REQUIRED PERMITS, LABOR, MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE THE SCOPE OF THE PROJECT SHOWN ON THE DRAWINGS AND READY FOR OCCUPANCY AND USE BY OWNER.

2. ALL REMOVAL WORK AND DISRUPTIONS OF EXISTING SERVICES SHALL BE COORDINATED AND SCHEDULED IN ADVANCE WITH OWNER'S REPRESENTATIVES.

3. PROVIDE ALL BUILDING PENETRATIONS REQUIRED TO COMPLETE PROJECT. ALL PENETRATIONS TO BE PATCHED AND SEALED TO BE WATERTIGHT. MAINTAIN FIRE RATINGS OF EXISTING STRUCTURE.

4. PROVIDE ALL NECESSARY EQUIPMENT, PIPE SUPPORTS, AND DUCT SUPPORTS AND MATERIALS REQUIRED FOR INSTALLATION. PER THE REQUIREMENTS OF LOCAL, STATE OR FEDERAL CODES.

5. NOT ALL COMPONENTS REQUIRED ARE INDICATED ON THESE DRAWINGS. REFER TO MANUFACTURERS INSTRUCTIONS FOR ADDITIONAL REQUIREMENTS INCLUDING CONNECTION LOCATIONS, TYPES AND SIZES.

C. REQUIRED SHOP DRAWINGS

1. CHILLER/COOLING TOWER
2. PUMPS
3. VAV TERMINAL BOXES
4. CONTROLS
5. VALVES
6. DUCTWORK
7. DUCT INSULATION
8. VOLUME AND SMOKE DAMPERS
9. SENSORS
10. PIPE INSULATION
11. DUCT ACCESSORIES

D. MAINTENANCE MANUALS

1. PROVIDE MAINTENANCE MANUALS FOR ALL NEW EQUIPMENT CONTAINING ALL OPERATING AND MAINTENANCE DATA, SUBMITTALS, WARRANTEES, DIAGRAMS, INSPECTION REPORTS AND VALVE LISTS IN A 3 RING BINDER WITH POCKETS FOR DRAWINGS. PROVIDE OWNER WITH 2 COPIES.

E. AS-BUILT DRAWINGS

1. THE CONTRACTOR SHALL MAINTAIN AN ACCURATE RECORD OF ALL CHANGES MADE TO THE CONTRACT DOCUMENTS (AS-BUILT).

2. THE CONTRACTOR SHALL PROVIDE THE ENGINEER 2 SETS OF COMPLETED AS-BUILT DRAWINGS.

3. THE PROJECT WILL NOT BE CONSIDERED COMPLETE UNTIL ACCURATE AS-BUILTS ARE DELIVERED.

F. SUBSTITUTIONS

1. EQUIPMENT AND DESIGN OF SYSTEMS INDICATED ON THE DESIGN DRAWINGS AND WITHIN THESE SPECIFICATIONS SHALL BE CONSIDERED AS "SPECIFIED STANDARD" OF QUALITY. NO SUBSTITUTIONS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER 10 DAYS PRIOR TO BID DATE.

2. ANY DEVIATION FROM SPECIFIED EQUIPMENT THAT AFFECTS THE ELECTRICAL REQUIREMENTS SHALL BE COORDINATED BY THE MECHANICAL CONTRACTOR AND EQUIPMENT VENDOR WITH THE ELECTRICAL CONTRACTOR PRIOR TO SUBMITTING BIDS.

15050 - BASIC MATERIALS AND METHODS

A. LABELING

1. PROVIDE RIGID PLASTIC EMBOSSED EQUIPMENT NAMETAGS FOR ALL NEW EQUIPMENT AND DISCONNECTS. SETON NAMEPLATE CORPORATION.

B. MECHANICAL SYSTEMS CLEANING

1. CLEAN AND TOUCH UP ALL FACTORY FINISHES.

C. CLEANING TESTING AND ADJUSTING

1. THE MECHANICAL CONTRACTOR, AT THEIR EXPENSE, SHALL CLEAN, REPAIR, ADJUST, CHECK, BALANCE AND PLACE IN SERVICE THE VARIOUS SYSTEMS HEREIN SPECIFIED WITH THEIR RESPECTIVE EQUIPMENT, ACCESSORIES AND DUCT WORK. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TOOLS REQUIRED TO PERFORM TESTS REQUIRED BY THESE SPECIFICATIONS AND BY THE GOVERNING AUTHORITIES.

2. NO WORK SHALL BE COVERED OR CONCEALED UNTIL PROPERLY INSPECTED AND TESTED.

D. HANGERS AND SUPPORTS

1. PROVIDE ALL NECESSARY DUCT SUPPORTS, PIPE SUPPORTS, HANGERS, RODS, CLAMPS AND ATTACHMENTS TO PROPERLY INSTALL AND SUPPORT DUCTWORK AND EQUIPMENT.

2. PROVIDE ANY ANGLE IRON OR UNISTRUT AND SUSPENSION RODS REQUIRED TO INSTALL EQUIPMENT OR DUCTWORK.

3. ALL SUPPORTS EXPOSED TO OUTDOORS SHALL BE CLEANED, PRIMED AND PAINTED TO PREVENT RUSTING. FINISH COLOR AS SELECTED BY OWNER.

4. THE USE OF BALING WIRE OR PERFORATED METAL STRAPPING IS NOT PERMITTED FOR SUPPORTS.

E. WARRANTY/GUARANTEE

1. THE CONTRACTOR SHALL WARRANTY/GUARANTEE AND MAINTAIN THE STABILITY OF WORK AND MATERIALS AND KEEP SAME IN PERFECT REPAIR AND CONDITION OF THE PERIOD OF ONE YEAR.

2. DEFECTS OF ANY KIND DUE TO THE FAULTY WORK OR MATERIALS APPEARING DURING THE ABOVE MENTIONED PERIOD MUST BE IMMEDIATELY MADE GOOD BY THE CONTRACTOR AT THEIR OWN EXPENSE TO THE ENTIRE SATISFACTION OF THE OWNER AND ENGINEER. SUCH RECONSTRUCTION AND REPAIRS SHALL INCLUDE DAMAGE TO THE FINISH OR FURNISHING OF THE BUILDING RESULTING FROM THE ORIGINAL DEFECT OR REPAIR THERETO.

F. OTHER ELEMENTS:
1. CONTRACTOR TO PROVIDE AND/OR REPAIR THE FOLLOWING ITEMS THAT ARE WITHIN THE SCOPE OF THIS PROJECT AT THEIR EXPENSE.
   a. MOISTURE AND VAPOR BARRIERS
   b. FIRE PROOFING PENETRATIONS

15060 - PIPING

A. DO NOT USE MECHANICALLY COUPLED JOINTS OR T-DRILLED TEES ON HVAC SYSTEMS.

B. SCHEDULE 40 ASTM A53 OR A106 GRADE B BLACK STEEL PIPE USED FOR:

1. CHILLED WATER 2 INCH DIAMETER AND ABOVE.

C. TYPE L HARD DRAWN COPPER TO COMPLY WITH ASTM B88 USED FOR:
1. CONDENSER WATER PIPING.
2. CONDENSATE DRAIN FOR AHU
3. MAKE-WATER FOR COOLING TOWER

D. UNDERGROUND CONDENSER WATER PIPE MAY BE SCHEDULE 80 PVC.

E. COMPLY WITH ASTM B88 COOLING TOWER MAKE-UP WATER TO BE COPPER PIPING.

F. COOLING TOWER OVERFLOW DRAIN PIPE TO BE SCHEDULE 40 PVC. DRAIN PIPE TO BE PAINTED WITH UV INHIBITOR PROTECTION

G. ALL COMPONENTS INSTALLED IN THE CONDENSER WATER SYSTEM SHALL HAVE A MINIMUM WORKING PRESSURE RATING OF 150 PSIG. THIS INCLUDES BUT NOT LIMITED TO EQUIPMENT, VALVES, HOSES, FITTINGS, AND ACCESSORIES.

H. ALL NEW PIPING TO BE FROM A U.S. MANUFACTURER AND SHALL COMPLY WITH ALL APPLICABLE STANDARDS FOR THAT MATERIAL AND APPLICATION. NO FOREIGN PRODUCED PIPE AND PIPE FITTINGS WILL BE ACCEPTED. CONTRACTOR TO PROVIDE SPECIFICATIONS ON ALL PIPING COMPONENTS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO PURCHASING.

I. ALL METAL PIPING TO BE SEAMLESS. ERW TYPE PIPE WILL NOT BE ACCEPTED.

N. COPPER SOLDER MATERIAL TO COMPLY WITH ASTM B32.

O. PRO-PRESS FITTINGS AND VALVES PERMITTED IN LIEU OF SOLDERED JOINTS. PRESS FITTING: COPPER AND COPPER ALLOY PRESS FITTINGS SHALL CONFORM TO MATERIAL REQUIREMENTS OF ASME B16.18 OR ASME B16.22 AND PERFORMANCE CRITERIA OF ASME B16.51 AND IAPMO PS 117. MANUFACTURER'S INSTALLATION RECOMMENDATIONS MUST BE FOLLOWED BY THE CONTRACTOR.

P. THREADED FITTINGS: PIPE THREADS SHALL CONFORM TO ASME B1.20.1.

Q. FITTING STANDARD: COPPER FITTINGS SHALL CONFORM TO ASME B16.18, ASME B16.22, OR ASME B16.26.

R. SCHEDULE 40, PVC PIPE FOR RTU CONDENSATE DRAIN ONLY. PAINT WITH UV INHIBITOR IF EXPOSED TO SUNLIGHT.

1. SCHEDULE 40, CPVC PIPE FOR HEAT PUMP CONDENSATE DRAIN ONLY. PIPE AND MATERIAL MUST BE PLENUM RATED

S. HANGERS AND SUPPORTS

1. PROVIDE ALL NECESSARY PIPE SUPPORTS, HANGERS, RODS, CLAMPS AND ATTACHMENTS TO PROPERLY INSTALL AND SUPPORT PIPING AND EQUIPMENT FROM THE BUILDING STRUCTURE.

2. PROVIDE ANY ANGLE IRON OR UNISTRUT AND SUSPENSION RODS REQUIRED TO INSTALL PIPING.

3. ALL SUPPORTS EXPOSED TO OUTDOORS SHALL BE CLEANED, PRIMED AND PAINTED TO PREVENT RUSTING. IN LIEU OF PAINTING, MATERIALS MAY BE GALVANIZED FOR CORROSION PROTECTION.

15103 - SLEEVES

A. SLEEVES TO BE 18 GAGE SHEET METAL OR SCHEDULE 40 PIPE. SLEEVE THE FOLLOWING:

1. FIRE RATED DRY WALL PARTITIONS SLEEVE

2. NON-FIRE RATED PARTITIONS NO SLEEVES REQUIRED. SEAL WALL TO INSULATION.

3. USE U.L. LISTED ASSEMBLY FOR ALL PENETRATIONS THRU RATED CONSTRUCTION.

15242 - VIBRATION ISOLATION

A. ACCEPTABLE MANUFACTURERS:

1. PROVIDE 3/4" RUBBER ISOLATORS PADS FOR HEAT PUMP UNIT.

15250 - INSULATION

A. INSULATION, ADHESIVES, COATINGS, SEALERS, TAPES, ETC. SHALL HAVE A FLAME SPREAD OF 25 OR LESS AND SMOKE DEVELOPMENT OF 50 OR LESS IN ACCORDANCE WITH ASTM E-84, NFPA 225, UL 723 AND MEET THE REQUIREMENTS OF NFPA 90A. ALL INSULATING R-VALUES TO MEET THE REQUIREMENTS OF THE FLORIDA ENERGY CODE.

B. FLEXIBLE ELASTOMERIC INSULATION, ARMSTRONG "AP ARMAFLEX", MITCHEL, RUBATEX :

1. CONDENSATE DRAINS - 3/4 " THICK.

C. BLANKET TYPE DUCT INSULATION, JOHNS MANVILLE, CERTAINTEED, KNAUF, OWENS CORNING, MINIMUM R=6.0, FOIL FACED KRAFT VAPOR BARRIER :

1. ALL SUPPLY, OUTSIDE AIR AND RETURN WHERE CONCEALED FROM VIEW, R-6.

15515 - HYDRONIC SPECIALTIES

A. MANUFACTURERS: TACO, PETERSON ENGINEERING CO., TRERICE CO., ARMSTRONG, WHEATLY.

B. PROVIDE 3-1/2", 2% PRESSURE GAGES WITH SNUBBER AND THERMOMETERS AT CONDENSER WATER INLET AND OUTLET CONNECTIONS OF ALL NEW EQUIPMENT.

C. PROVIDE PETE'S PLUGS AT ALL EQUIPMENT CONNECTIONS.

D. PROVIDE AIR VENTS AT ALL HIGH POINTS IN PIPING SYSTEMS.

E. PROVIDE HOSE KITS FOR HEAT PUMPS WITH FIBER REINFORCED TUBING & OUTER 300 SERIES S.S. BRAIDED MESH, FLOW CONTROL CARTRIDGE, PRESSURE PORT, AND 24V ACTUATOR. MAXIMUM WORKING PRESSURE OF 200 PSIG @ 100°F. END CONNECTIONS TO BE THREADED (NPT) S.S. AND TRANSITION (IF REQUIRED) TO CONNECT TO EQUIPMENT.

15840 - DUCTWORK

A. ALL MAIN DUCT RUNS AND BRANCH DUCTWORK SHALL BE GALVANIZED METAL. NO DUCT BOARD WILL BE PERMITTED.

B. DUCTWORK DOWNSTREAM OF AIR HANDLING UNITS SHALL BE CONSTRUCTED IN ACCORDANCE WITH 100% EFFECTIVE DUCT LENGTH AS PER ASHRAE AND LATEST SMACNA STANDARDS.

C. DUCTWORK TO BE CONSTRUCTED PER LATEST SMACNA HVAC DUCT CONSTRUCTION STANDARDS.

D. USE HARDCAST AFG-1402 FOIL-GRIP TAPE OR HARDCAST DT-TAPE WITH FTA-20 ADHESIVE FOR INDOOR USE, OR RTA-50 ADHESIVE FOR OUTDOOR USE, TO SEAL ALL DUCT JOINTS.

E. DUCTWORK SHALL BE STORED IN A CLEAN LOCATION PRIOR TO INSTALLATION. OPENINGS SHALL BE COVERED TO PREVENT ENTRY OF DUST, MOISTURE AND GENERAL CONSTRUCTION DIRT/DEBRIS. PLASTIC SHEETING SECURELY TAPED OVER OPEN ENDS WILL BE ACCEPTABLE.

FLEXIBLE DUCTWORK

A. DUCTWORK TO BE CONSTRUCTED IN ACCORDANCE WITH NFPA 90A, 90B, UL181 CLASS 1. • HIGH PRESSURE APPLICATION (OVER 2" STATIC PRESSURE) THERMAFLEX M-KC • LOW PRESSURE APPLICATION (LESS THAN 2" STATIC PRESSURE) THERMAFLEX M-KC

B. FLEXIBLE DUCTWORK SHALL BE SECURED UTILIZING STEEL DRAW-BAND CLAMP.

C. USE CENTER RADIUS OF 1.5 TIMES DUCT WIDTH (MINIMUM) ON TEES, BENDS, ELBOWS.

15890 - SHEETMETAL DUCTWORK

A. ALL DUCT TO BE INSTALLED ACCORDING TO LATEST SMACNA STANDARDS.

B. ALL DUCT EXCEPT THAT SPECIFICALLY SHOWN IS TO BE GALVANIZED. RETURN, EXHAUST AND DUCT DOWNSTREAM OF CV BOXES TO BE 0-2" PRESSURE CLASS. SUPPLY DUCT FROM FAN TO CV OR VAV BOX TO BE 4" CLASS.

C. ALL SYSTEMS TO BE LEAKAGE TESTED.

15910 - DUCT ACCESSORIES

A. FLEXIBLE DUCTWORK

1. TO BE FLEXMASTER TYPE 3, WIREMOLD TYPE WCK OMNIAIR 1200, OR THERMAFLEX.

2. FLEXIBLE DUCTWORK SHALL BE ACOUSTICAL LOW PRESSURE TYPE WITH INTERIOR LINER, METAL HELIX, FIBERGLASS INSULATION WITH AN R VALUE OF 6.0 OR GREATER AND COPOLYMER SEAMLESS OUTSIDE SLEEVE. THE ENTIRE FLEXIBLE DUCT ASSEMBLY SHALL BE LISTED IN ACCORDANCE WITH UL-181 CLASS 1 AIR DUCT MATERIAL. FLEXIBLE DUCTWORK SHALL MEET THE FLORIDA MODEL ENERGY EFFICIENCY CODE. ALL JOINTS AT CONNECTIONS TO DIFFUSERS AND DUCTWORK SHALL BE SEALED WITH GLASS, FABRIC AND MASTIC.

B. FLEXIBLE INSULATED DUCT FOR SUPPLY AND RETURN AIR.

1. FLEXIBLE DUCT: UL 181, CLASS 1, MULTIPLE LAYERS OF ALUMINUM LAMINATE SUPPORTED BY HELICALLY WOUND, SPRING-STEEL WIRE; FIBROUS-GLASS INSULATION; POLYETHYLENE OR ALUMINIZED VAPOR-BARRIER FILM. FLEXMASTER, MASTERDUCT TYPE 5M LOW PRESSURE INSULATED OR EQUAL.

   a. PRESSURE RATING: 10-INCH WG POSITIVE AND 1.0-INCH WG NEGATIVE.
   b. MAXIMUM AIR VELOCITY: 4000 FPM.
   c. TEMPERATURE RANGE: MINUS 20 TO PLUS 210 DEG F.
   d. INSULATION R-VALUE: COMPLY WITH ASHRAE/IESNA 90.1, R-6 MINIMUM.
   e. FLAME SPREAD: LESS THAN 25
   f. SMOKE DEVELOPED: LESS THAN 50

2. CONNECT FLEXIBLE DUCTS TO METAL DUCTS, DIFFUSERS, OR TAKE-OFFS WITH DRAW BANDS AND PRESSURE SENSITIVE TAPE.

3. COMPLY WITH FMC SECTION 603, DUCT CONSTRUCTION AND INSTALLATION.

4. SPLICING OF TWO OR MORE SECTIONS SHALL NOT BE PERMITTED. DO NOT EXCEED CENTERLINE BEND RADIUS OF 1.5 X DIAMETER. TRIM DUCTS TO PROPER LENGTHS AND DO NOT ALLOW DUCTS TO SAG.

5. DUCTS SHALL BE SUPPORTED WITH APPROVED HANGERS IN ACCORDANCE WITH THE REQUIREMENTS OF FMC SECTIONS 603.10.1 THROUGH 603.10.3, OR BY OTHER APPROVED DUCT SUPPORT SYSTEMS DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE. FLEXIBLE DUCTS SHALL BE CONFIGURED AND SUPPORTED SO AS TO PREVENT THE USE OF EXCESS DUCT MATERIAL, PREVENT DUCT DISLOCATION OR DAMAGE, AND PREVENT CONSTRICTION OF THE DUCT BELOW THE RATED DUCT DIAMETER IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

   a. DUCTS SHALL BE INSTALLED FULLY EXTENDED. THE TOTAL EXTENDED LENGTH OF DUCT MATERIAL SHALL NOT EXCEED 5 PERCENT OF THE MINIMUM REQUIRED LENGTH FOR THAT RUN.

   b. BENDS SHALL MAINTAIN A CENTER LINE RADIUS OF NOT LESS THAN ONE DUCT DIAMETER.

   c. TERMINAL DEVICES SHALL BE SUPPORTED INDEPENDENTLY OF THE FLEXIBLE DUCT.

   d. HORIZONTAL DUCT SHALL BE SUPPORTED AT INTERVALS NOT GREATER THAN 5 FEET. DUCT SAG BETWEEN SUPPORTS SHALL NOT EXCEED 1/2 INCH (12.7 MM) PER FOOT OF LENGTH. SUPPORTS SHALL BE PROVIDED WITHIN 1-1/2 FEET OF INTERMEDIATE FITTINGS AND BETWEEN INTERMEDIATE FITTINGS AND BENDS. CEILING JOISTS AND RIGID DUCT OR EQUIPMENT MAY BE CONSIDERED TO BE SUPPORTS.

   e. VERTICAL DUCT SHALL BE STABILIZED WITH SUPPORT STRAPS AT INTERVALS NOT GREATER THAN 6 FEET.

   f. HANGERS, SADDLES AND OTHER SUPPORTS SHALL MEET THE DUCT MANUFACTURER'S RECOMMENDATIONS AND SHALL BE OF SUFFICIENT WIDTH TO PREVENT RESTRICTION OF THE INTERNAL DUCT DIAMETER. IN NO CASE SHALL THE MATERIAL SUPPORTING FLEXIBLE DUCT THAT IS IN DIRECT CONTACT WITH IT BE LESS THAN 1-1/2 INCHES WIDE.

C. ACCESS DOORS

1. ACCEPTABLE MANUFACTURERS: RUSKIN, VENCO, NAILOR.

2. SIZE ACCESS DOOR AS FOLLOWS:

   a. DUCT SIZES UNDER 12": DOOR SIZED SUFFICIENT TO EQUIPMENT OR REPLACE FUSIBLE LINK.
   b. DUCT SIZES 12" TO 20": 12"X12" DOOR.
   c. DUCT SIZES 20" TO 36": 18"X18" DOOR.
   d. DUCT SIZES 36" AND ABOVE: 24"X24" DOOR.

3. USE DOUBLE PANEL CONSTRUCTION, TWO SHEETS OF AT LEAST 24 GAUGE GALVANIZED STEEL WITH 1" THICK INSULATION BETWEEN PANELS.

4. MOUNT DOORS IN A RIGID FRAME OF AT LEAST 22 GAUGE FORMED GALVANIZED STEEL OR ALUMINUM.

5. PROVIDE LATCHES THAT PERMIT EASY REMOVAL OF ACCESS DOOR WHILE MAINTAINING POSITIVE CLOSING AND MINIMUM LEAKAGE.

6. PROVIDE SPONGE RUBBER GASKETS FOR ALL DOORS.

7. IN ACCORDANCE WITH NFPA 90A, IDENTIFY EACH ACCESS DOOR WITH 1/2 " HIGH STENCILED LETTERS AS 'FIRE DAMPER', 'SMOKE DAMPER', OR 'COMBINATION FIRE/SMOKE DAMPER'.

D. FIRE DAMPERS

1. FIRE DAMPERS SHALL BE TYPE "B" CURTAIN TYPE, SUITABLE FOR EITHER VERTICAL OR HORIZONTAL INSTALLATION, WITH 20 GAUGE STEEL CHANNEL FRAMES, 24 GAUGE STEEL BLADES AND 18 GAUGE STEEL ENCLOSURE WITH DUCT COLLARS. ALL PARTS GALVANIZED MILL FINISH.

2. FIRE DAMPERS SHALL BE EQUAL TO RUSKIN TYPE IBD2 FOR WALLS UP TO 2 HOURS.

3. INSTALL IN ACCORDANCE WITH NFPA-90A, TESTED IN ACCORDANCE WITH UL SAFETY STANDARD 555.

4. FURNISH FIRE DAMPERS AND ACCESS DOORS IN ALL DUCTS PENETRATING 4 ANY RATED CONSTRUCTION AND WHERE INDICATED ON DRAWINGS.

5. USE FOLDING BLADE TYPE "C" IN HIGH VELOCITY ROUND DUCTS. USE FOLDING BLADE 5. TYPE FOR SQUARE AND RECTANGULAR DUCTS, AS DETAILED.

6. FIRE DAMPERS SHALL BEAR THE 1 HOUR UNDERWRITER'S LABORATORY UL SAFETY STANDARD 555, RATED PROTECTION REQUIRED, 165°F FUSIBLE LINK.

7. ACCEPTABLE MANUFACTURERS SHALL BE RUSKIN, AIR BALANCE, GREENHECK, NAILOR.

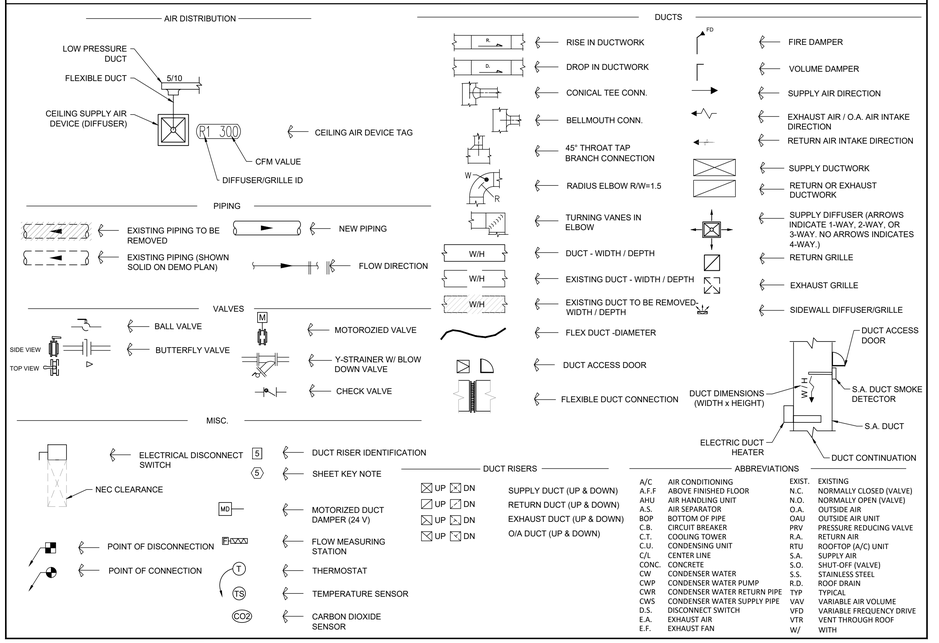
15970 - TEMPERATURE CONTROLS

A. EXTEND EXISTING CONTROL SYSTEM TO NEW EQUIPMENT AND PROVIDE ALL MODIFICATIONS NECESSARY FOR A FULLY FUNCTIONING SYSTEM.

CONTROLS LEGEND

CHW	-CHILLED WATER
CHWCV	-CHILLED WATER CONTROL VALVE
DPS	-DIFFERENTIAL PRESSURE SENSOR
FA	-FIRE ALARM
FS	- FLOW STATION
HSP	- STATIC PRESSURE SENSOR
LTCU	- LOW TEMPERATURE CUT-OUT SENSOR
OA	- OUTSIDE AIR
OAD	- OUTSIDE AIR DAMPER
RA	- RETURN AIR
RH	- RELATIVE HUMIDITY
SD	-SMOKE DETECTOR
SPD	-SURGE PROTECTION DEVICE
TS	- TEMPERATURE SENSOR
UV	- ULTRA VIOLET LIGHT
VFD	- VARIABLE FREQUENCY DRIVE
AI	- ANALOG SIGNAL IN
AO	- ANALOG SIGNAL OUT
BI	- BINARY SIGNAL IN
BO	- BINARY SIGNAL OUT

MECHANICAL LEGEND AND ABBREVITIONS



ABBREVITIONS

A/C	AIR CONDITIONING	EXIST.	EXISTING
A.F.F.	ABOVE FINISHED FLOOR	N.C.	NORMALLY CLOSED (VALVE)
AHU	AIR HANDLING UNIT	N.O.	NORMALLY OPEN (VALVE)
A.S.	AIR SEPARATOR	O.A.	OUTSIDE AIR
BOP	BOTTOM OF PIPE	OAU	OUTSIDE AIR UNIT
C.B.	CIRCUIT BREAKER	PRV	PRESSURE REDUCING VALVE
C.T.	COOLING TOWER	R.A.	RETURN AIR
C.U.	CONDENSING UNIT	RTU	ROOFTOP (A/C) UNIT
C/L	CENTER LINE	S.A.	SUPPLY AIR
CONC.	CONCRETE	S.O.	SHUT-OFF (VALVE)
CW	CONDENSER WATER	S.S.	STAINLESS STEEL
CWP	CONDENSER WATER PUMP	R.D.	ROOF DRAIN
CWR	CONDENSER WATER RETURN PIPE	TYP	TYPICAL
CWS	CONDENSER WATER SUPPLY PIPE	VAV	VARIABLE AIR VOLUME
D.S.	DISCONNECT SWITCH	VFD	VARIABLE FREQUENCY DRIVE
E.A.	EXHAUST AIR	VTR	VENT THROUGH ROOF
E.F.	EXHAUST FAN	W/	WITH

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Ryan Todaro, PE
Florida PE 69240

Revisions: 1 2 3 4 5

TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023

Issue Date: 04/17/24

M0.1

MECHANICAL SCOPE OF WORK

THE BUILDING IS A THREE (3) LEVEL BUILDING WITH MULTIPLE OCCUPANCY TYPE SPACES. THIS PROJECT CONSIST OF REPLACING THE EXISTING AIR CONDITIONING SYSTEM FOR THE BUILDING. THE EXISTING EQUIPMENT WILL BE REMOVED AND NEW WILL BE INSTALLED. ADDITIONAL EQUIPMENT WILL BE ADDED AND THE ELECTRICAL DEMAND FOR THE BUILDING WILL INCREASE.

THE EXIST. A/C SYSTEM IS COMPRISED OF ONE (1) CENTRAL AHU (WSHP) FOR EACH FLOOR AND A SINGLE-CELL COOLING TOWER LOCATED IN THE BACK OF THE BUILDING AT GRADE LEVEL. THE CW PUMP IS LOCATED ADJACENT TO THE COOLING TOWER. THE CONDENSER WATER IS CIRCULATED BETWEEN THE COOLING TOWER CELL AND THE HEAT PUMPS BY A SINGLE, 5HP CW PUMP. THIS EQUIPMENT IS TO BE REMOVED BY THE MECHANICAL CONTRACTOR.

THE EXISTING AIR DISTRIBUTION SYSTEM FOR EACH FLOOR IS A SINGLE-ZONE SYSTEM SERVICED BY THE CENTRAL AC UNIT. THE CURRENT R.A. IS RETURNED VIA PLENUM AND FREE AIR. THERE ARE NUMEROUS CODE VIOLATIONS WITH NON-PLENUM RATED COMPONENTS. THE NEW R.A. WILL BE DUCT, ELIMINATING THE R.A. PLENUM.

THERE ARE TWO (2) SEPARATE OPTIONS FOR PRICING ARE BEING PRESENTED. 1) REPLACE WITH NEW COOLING TOWER AND WSHP OR 2) REPLACE WITH AN AIR-COOLED CHILLER AND CHILLED WATER AIR HANDLERS. BOTH OPTIONS WILL INCLUDE THE ADDITION OF VAV TERMINAL BOXES WITH ELECTRIC HEAT. THE PUMPS IN BOTH OPTIONS WILL BE SETUP FOR VARIABLE FLOW PUMPING TO TAKE ADVANTAGE OF LOW LOAD CONDITIONS. A DIFFERENTIAL PRESSURE SWITCH WILL BE USED TO CONTROL THE PUMP'S VFD.

THE BUILDING'S POWER IS 240V, 3Ø, 4W.

DEMOLITION SCOPE OF WORK

- REMOVE THREE (3) EXIST. WSHP ON EACH FLOOR.
- REMOVE THE S.A. DUCTWORK, R.A. DUCTWORK, E.A. DUCTWORK, AND O.A. DUCTWORK FROM ALL THREE (3) FLOORS AS SHOWN ON THE PLAN. SEE PLANS FOR POINTS OF DEMOLITION.
- REMOVE ALL CONDENSER WATER PIPE FROM MECHANICAL ROOMS AND RISERS. CW BELOW GRADE OUT TO CT MAY REMAIN ABANDONED.
- REMOVE THREE (3) CW AHUS. SEE PLANS FOR LOCATIONS.
- REMOVE ALL PNEUMATIC CONTROLS AND ACCESSORIES.
- REMOVE CW PUMP AND CONC. PAD.
- REMOVE CT AND CONC. PAD.
- REMOVE EXIST. CHEMICAL TREATMENT SYSTEM
- REMOVE EXIST. CW PUMP CONTROLLER
- REMOVE EXIST. CEILING EXHAUST FANS.

COOLING TOWER SCOPE OF NEW WORK

- PROVIDE THREE (3) NEW HEAT PUMPS AS SCHEDULED. HEAT PUMPS SHALL BE CAPABLE OF VAV APPLICATION W/ AIR BYPASS. SEE EQUIPMENT SCHEDULE FOR FEATURES, SPECIFICATIONS AND CAPACITIES.
- PROVIDE A 2.5 TON, SUPPLEMENTAL HEAT PUMP FOR THE GROUND FLOOR CHAMBERS ROOM.
- PROVIDE HOSE KITS AS SPECIFIED. ISOLATION VALVES, STRAINER, FLOW CONTROL CARTRIDGE, AND MOTORIZED VALVE.
- PROVIDE NEW CT AS SCHEDULED
- PROVIDE TWO (2) NEW CW PUMPS. EACH IS CAPABLE OF 100% FLOW AND ONE WILL BE A STAND-BY PUMP.
- PROVIDE NEW PUMP CONTROLLER.
- PROVIDE NEW CT FAN MOTOR CONTROLLER.
- PROVIDE VFDs W/ INTEGRAL FUSED, D.S. FOR NEW CW PUMPS AND FOR CT FAN MOTORS. FOUR (4) IN TOTAL).
- PROVIDE NEW CWS/CWR COPPER TYPE "L" PIPING TO NEW HEAT PUMPS. PROVIDE NEW ISOLATION VALVES, STRAINERS, AND FLEXIBLE MESH S.S. HOSE KITS.
- TRENCH NEW UNDERGROUND CW PIPING. UNDERGROUND PIPING SHALL BE SCHEDULE 80 PVC.
- PROVIDE A NEW WATER CHEMICAL TREATMENT SYSTEM, EXPANSION TANK, AND AIR SEPARATOR AS SPECIFIED.
- STRUCTURAL ENGINEER TO PROVIDE NEW CONCRETE BASE FOR COOLING TOWER YARD.
- STRUCTURAL ENGINEER TO PROVIDE A STEEL FRAME BASE. SEE CT INSTALLATION DETAIL.
- PROVIDE MAKE-WATER FOR CT.
- ROUTE CT DRAIN TO EXIST. SANITARY SYSTEM OR NEARBY FLOOR DRAIN.
- CHAIN LINK FENCE AROUND CT YARD TO BE PROVIDED BY OTHERS/OWNER.

CHILLER SCOPE OF NEW WORK

- PROVIDE THREE (3) NEW CHILLED WATER AHUs AS SCHEDULED. AHUs SHALL BE CAPABLE OF VAV APPLICATION. SEE EQUIPMENT SCHEDULE FOR FEATURES, SPECIFICATIONS AND CAPACITIES.
- PROVIDE NEW AIR-COOLED CHILLER AS SCHEDULED
- PROVIDE TWO (2) NEW CHW PUMPS. EACH IS CAPABLE OF 100% FLOW AND ONE WILL BE A STAND-BY PUMP.
- PROVIDE NEW PUMP CONTROLLER.
- PROVIDE VFDS W/ INTEGRAL FUSED, D.S. FOR NEW CHW PUMPS.
- PROVIDE NEW CHWS/CHWR SCHEDULE 40, BLACK STEEL PIPING TO NEW AHUs. PROVIDE NEW ISOLATION VALVES, STRAINERS, AND FLEXIBLE MESH S.S. HOSE KITS.
- TRENCH NEW UNDERGROUND CHW PIPING. UNDERGROUND PIPING SHALL BE SCHEDULE 40 STEEL.
- ALL CHW PIPING IS TO HAVE 2" INSULATION JACKET.
- PROVIDE A NEW WATER CHEMICAL TREATMENT SYSTEM, EXPANSION TANK, AND AIR SEPARATOR AS SPECIFIED.
- STRUCTURAL ENGINEER TO PROVIDE NEW CONCRETE BASE FOR CHILLER YARD.
- STRUCTURAL ENGINEER TO PROVIDE A STEEL FRAME BASE. SEE CHILLER INSTALLATION DETAIL.

INDOOR AIR DISTRIBUTION SCOPE OF NEW WORK

- PROVIDE NEW METAL S.A. DUCT W/ EXTERNAL INSULATION AS SHOWN ON THESE DRAWINGS.
- PROVIDE NEW VAV TERMINAL BOXES W/ REHEAT AS SHOWN ON THE PLANS AND SPECIFIED IN THE SCHEDULE.
- PROVIDE NEW R.A. DUCT AS SHOWN.
- SHOW DUCT ACCESSORIES AS SHOWN AND AS REQUIRED. INCLUDING, BUT NOT LIMITED TO: DUCT ACCESS DOORS, VOLUME DAMPERS, MOTORIZED DAMPERS, ETC..
- PROVIDE NEW DDC TO BE COMPATIBLE WITH THE CHOSEN SYSTEM TYPE.
- PROVIDE NEW O.A. DUCTWORK W/ MOTORIZED DAMPER. PROVIDE FLOW MONITORING STATION FOR CO2 REGULATION
- PROVIDE NEW SURFACE MOUNTED S.A. CEILING DIFFUSERS, R.A. GRILLES, TRANSFER AIR GRILLES, AND E.A. GRILLES AS SCHEDULED.
- PROVIDE SMOKE DETECTOR IN S.A. DUCT FOR THE THREE (3) UNITS. PROVIDE A REMOTE TEST STATION AND MOUNT IN MECHANICAL ROOM AS SHOWN ON PLANS. F.A. CONTRACTOR TO PROVIDE CONNECTION TO F.A. PANEL. COORDINATE WITH F.A. CONTRACTOR AND ELECTRICAL.
- PROVIDE NEW E.F. AS SCHEDULED.
- PROVIDE NEW METAL E.A. DUCT FROM FAN TO TERMINATION POINT. SEE PLANS.

CONTRACTOR SHALL PROVIDE ALL CONTROLS AND SENSORS TO PROVIDE PROPER OPERATION BY ALL NEW EQUIPMENT.

SHUTDOWN AND WORK SCHEDULE SHALL BE COORDINATED WITH THE FACILITY ENGINEER. AS MUCH WORK SHALL BE PERFORMED AND PREFABRICATED PRIOR TO MINIMIZE SHUTDOWN PERIOD.

SEE ELECTRICAL DRAWINGS FOR ELECTRICAL SCOPE WORK

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Ryan Todaro, PE
Florida PE 69240

Revisions:
1
2
3
4
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TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023

Issue Date:
04/17/24

M0.2

GENERAL MECHANICAL NOTES

1. HVAC DRAWINGS ARE DIAGRAMMATICAL IN NATURE AND REPRESENT EXISTING CONDITIONS BASED ON DRAWINGS AND SITE OBSERVATIONS. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL ACTUAL CONDITIONS INCLUDING, DUCTWORK AND PIPING LOCATIONS AND SIZES.
2. DUE TO DRAWINGS BEING DIAGRAMMATICAL IN NATURE RISERS AND DROPS MAY NOT BE SHOWN - CONTRACTOR SHALL INCLUDE THESE IN THE BID - WHERE POSSIBLE ALL RISERS AND DROPS SHALL BE CONSTRUCTED USING 45 DEGREE OR LONG RADIUS ELBOWS (1.5 x RADIUS OF THE PIPE).
3. PROVIDE AND INSTALL NECESSARY PIPING AND DUCTWORK TRANSITIONS INCREASERS/REDUCERS AS REQUIRED FOR EQUIPMENT CONNECTIONS. CONSULT MANUFACTURER'S DATA FOR ACTUAL CONNECTIONS SIZES, INCLUDING, BUT NOT LIMITED TO THOSE SHOWN.
4. AIR CONDITIONING CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO BID AND VERIFY ALL CONDITIONS, LOCATIONS, DIMENSIONS, MATERIALS, ELEVATIONS AND COUNTS AS SHOWN AND/OR NOTED ON THE DRAWINGS AND INCLUDE IN THE BID ANY AND ALL FABRICATION REQUIRED PRIOR TO INSTALLATION. THE CONTRACTOR SHALL VERIFY SIZE, ELEVATION, AND PRESENT STATE OF ALL EXISTING UTILITIES.
5. THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED OF ANY AND ALL EXISTING FIELD CONDITIONS WHICH DEVIATE FROM WHAT WAS SHOWN ON THE PLANS. CONTRACTOR IS RESPONSIBLE TO PROVIDE PRICING FOR A COMPLETE INSTALLATION INCLUDING ANY COSTS ASSOCIATED WITH FIELD CONDITIONS AT THE TIME OF BIDDING.
6. IT SHALL BE THE RESPONSIBILITY OF THE AIR CONDITIONING CONTRACTOR FOR THE ADVANCED ORDERING OF LONG LEAD ITEMS SO THAT DELIVERY WILL NOT INTERFERE WITH THE PRODUCTION OF OTHER TRADES RESULTING IN ANY DOWN OR LAG TIME.
7. IT SHALL BE THE RESPONSIBILITY OF THE AIR CONDITIONING CONTRACTOR TO PROVIDE ALL LABOR, MATERIALS, AND SUPERVISION NECESSARY TO ACCOMPLISH THE WORK SHOWN AND/OR NOTED ON THE DRAWINGS. THE DRAWINGS ARE DIAGRAMMATIC; DO NOT SCALE FOR EXACT LOCATIONS. THE AIR CONDITIONING CONTRACTOR SHALL INSTALL ALL NECESSARY OFFSETS, BENDS, AND TRANSITIONS AS REQUIRED TO PROVIDE A COMPLETE AND FULLY OPERATIVE SYSTEM. ALL DUCT SIZES ARE CLEAR INSIDE DIMENSIONS.
8. CONTRACTOR SHALL PAY FOR ALL PERMITS, FEES, INSPECTIONS, TESTS, AND ALL REQUIRED INSURANCE FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
9. AFTER BID SELECTION AND PRIOR TO COMMENCEMENT OF WORK, THE AIR CONDITIONING CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL EQUIPMENT AS STATED ON SCHEDULES AND OR NOTES. IF THE CONTRACTOR PROPOSES TO USE ANY ARTICLE, DEVICE, PRODUCT, OR MATERIAL WHICH IS NOT AS SPECIFIED, THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVE TO THE ENGINEER THAT THE PROPOSED SUBSTITUTION IS EQUAL AND WILL FIT ALLOCATED SPACE.
10. LOCATION OF PIPING MAY CHANGE. VERIFY EXACT LOCATION WITH ENGINEER PRIOR TO INSTALLATION. DRAWINGS ARE DIAGRAMMATIC, DO NOT SCALE FOR THE EXACT LOCATION OF PIPING, EQUIPMENT, ETC.
11. PROVIDE MANUAL ISOLATION VALVES AND STRAINERS AT EACH PIECE OF NEW EQUIPMENT IN THE CONDENSER WATER SYSTEM.
12. NO PIPING, DUCTWORK, OR CONDUIT SHALL BE INSTALLED UNTIL IT IS COORDINATED WITH ALL OTHER TRADES AFFECTED. PROVIDE ALL OFFSETS REQUIRED TO AVOID INTERFERENCE WITH OTHER TRADES; EXISTING CONDITIONS AND WITH THE STRUCTURE, INCLUDING, BUT NOT LIMITED TO THOSE SHOWN.
13. SCHEDULE NEW CONSTRUCTION WORK WITH THE PROPERTY MANAGER WELL IN ADVANCE. CONSTRUCTION WORK AND DEMOLITION SHALL BE PERFORMED OR REPLACED TO THE SATISFACTION OF THE PROPERTY MANAGER AT NO ADDITIONAL COST TO THE PROPERTY MANAGER.
14. ALL FINISHES AND SURFACES TO REMAIN WHICH ARE DAMAGED DURING CONSTRUCTION WORK SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE PROPERTY MANAGER AT NO ADDITIONAL COST TO THE PROPERTY MANAGER.
15. DO NOT BLOCK TUBE PULL OR SERVICE SPACE ON EQUIPMENT WITH PIPING, DUCTWORK, ETC. (FLANGED OR REMOVABLE SECTIONS MAY BE USED IN SOME INSTANCES WHERE TIGHT CLEARANCES EXISTS).
16. REFER TO DETAIL SHEETS AND SPECIFICATIONS FOR ADDITIONAL INSTALLATION REQUIREMENTS.
17. CONTRACTOR SHALL SUBMIT A COMPLETE LIST OF EQUIPMENT AND ITEMS TO BE REMOVED TO THE PROPERTY MANAGER. ALL ITEMS THAT THE PROPERTY MANAGER WISHES TO RETAIN SHALL BE TURNED OVER TO PROPERTY MANAGER AND THE REMAINDER SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A PROPER MANNER BY CONTRACTOR.
18. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL WORK NECESSARY TO PREPARE THE STRUCTURE FOR THE INSTALLATION AND/OR DEMOLITION WORK OF THE MECHANICAL SYSTEMS. ALL HOLES, OPENINGS AND ANY DAMAGED MATERIALS OR SURFACES SHALL BE REPAIRED AND FINISHED TO MATCH EXISTING.
19. ALL DEMOLITION WORK SHALL COMPLY WITH NFPA 241 AND THE REQUIREMENTS OF THE PROPERTY MANAGER.
20. EXISTING SYSTEMS SHOWN ON THE DRAWINGS ARE BASED ON AVAILABLE RECORD DRAWINGS AND VISUAL OBSERVATIONS DURING SITE VISITS. THIS INFORMATION IS ONLY PARTIALLY VERIFIED. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY AND INVESTIGATE ALL CONDITIONS THAT AFFECTS THE WORK PRIOR TO SUBMITTING THE BID.
21. PROVIDE CLEAR ACCESS TO FIRE DAMPERS, SMOKE DAMPERS, AND VALVES.
22. ALL WORK SHALL BE PERFORMED BY A LICENSED AIR CONDITIONING CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. ALL WORKMANSHIP AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH APPLICABLE NATIONAL, STATE AND LOCAL CODES AND ORDINANCES.
23. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED THEREBY.
24. THE AIR CONDITIONING CONTRACTOR SHALL USE RADIUS TURNS WITH A 1.5 CENTERLINE TO WIDTH RATIO (1.5 R/W), ELBOWS PIPE FITTINGS.
25. THE AIR CONDITIONING CONTRACTOR SHALL SEAL ALL DUCTS IN AN APPROVED MANNER TO INSURE AGAINST LEAKAGE.
26. THE AIR CONDITIONING CONTRACTOR SHALL PROVIDE FLEXIBLE DUCT CONNECTIONS TO ALL FANS, A/C UNITS, OR MECHANICAL EQUIPMENT, EXCEPT FOR EXHAUST HOODS.
27. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BEAR UNDERWRITERS LABEL WHERE APPLICABLE.
28. THE AIR CONDITIONING CONTRACTOR SHALL PROVIDE ALL TEMPERATURE SENSORS AND CONTROL SENSORS REQUIRED TO OPERATE THE EQUIPMENT AS SPECIFIED IN THESE SHEETS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL SWITCHES, DISCONNECTS, POWER WIRING AND CONTROL WIRING, UNLESS NOTED OTHERWISE.
29. ALL PENETRATIONS OF FIRE-RATED WALLS, ROOF, FLOORS, OR CEILINGS SHALL BE FIREPROOFED BY A SEALING METHOD AND RATING TO MATCH THE WALL'S RATING OR AS REQUIRED BY THE LOCAL OR STATE CODES.
30. ALL WORK SHALL COMPLY WITH BASE BUILDING LIFE SAFETY/SMOKE CONTROL SYSTEM REQUIREMENTS.
31. THE AIR CONDITIONING CONTRACTOR SHALL KEEP ALL AREAS IN WHICH WORK IS BEING PERFORMED, FREE FROM DEBRIS AT ALL TIMES AND SAID AREAS SHALL BE LEFT BROOM CLEAN AT THE END OF EACH WORKING DAY. THIS INCLUDES THE REMOVAL OF DRYWALL FROM CORRIDORS, LOBBIES, OR ANY AREA WHERE DRYWALL WORK HAS BEEN CONDUCTED.
32. THE AIR CONDITIONING CONTRACTOR SHALL PROVIDE A COMPLETE SET OF AS BUILT DRAWINGS TO THE ENGINEER UPON COMPLETION OF INSTALLATION. IF FIELD CHANGES ARE MADE WHICH DEVIATE FROM ENGINEERING DRAWINGS TO THE EXTENT THAT THE BUILDING DEPARTMENT REQUIRES THESE CHANGES BE INCORPORATED PRIOR TO INSPECTION, THE CONTRACTOR SHALL PROVIDE SKETCHES TO THE ENGINEER FOR INCORPORATION INTO THE BUILDING PLANS. ENGINEERING EXPENSES THAT ARE INCURRED DUE TO REVISIONS OR SUBSTITUTIONS REQUESTED BY THE CONTRACTOR SHALL BE PAID FOR BY THAT CONTRACTOR.
33. AIR CONDITIONING CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP TO BE FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN (1) YEAR FROM DATE OF ACCEPTANCE, AND ALL GUARANTEES AND WARRANTIES SHALL BE DELIVERED TO THE PROPERTY MANAGER. COMPRESSORS SHALL HAVE EXTENDED FIVE (5) YEAR WARRANTIES.
34. PRIOR TO INSTALLATION, THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION OF ALL EQUIPMENT WITH THE PROPERTY MANAGER'S REPRESENTATIVE AND THE ACTUAL EQUIPMENT BEING FURNISHED.
35. PRESENT AIR CONDITIONING EQUIPMENT WHERE INDICATED ON THE DRAWINGS IS FOR INFORMATION ONLY AND THE CONTRACTOR SHALL INCLUDE THE INSTALLATION OF CONDUIT AND WIRE AS REQUIRED. THE INSTALLATION OF NEW EQUIPMENT THAT INTERFERES WITH EXISTING SHALL BE REMOVED, RELOCATED, OR RE-ROUTED TO PERMIT COMPLETION OF SUCH WORK.
36. SALVAGED MATERIALS, EQUIPMENT, AND DIFFUSERS SHALL BE DELIVERED TO THE PROPERTY MANAGER AT THEIR PROPERTY AND STORED WITHIN THE BUILDING WHERE DIRECTED. ANY REMOVED MATERIALS OR EQUIPMENT WHICH THE PROPERTY MANAGER DOES NOT WISH TO KEEP SHALL BE DISPOSED OF BY THE CONTRACTOR, WITHOUT ADDITIONAL COST TO THE PROPERTY MANAGER.
37. THE AIR CONDITIONING CONTRACTOR SHALL DETERMINE THE EXTENT TO WHICH EXISTING DUCTWORK AND PIPING WILL HAVE TO BE RE-ROUTED, RELOCATED, OR RECONNECTED, AND THE AMOUNT OF ADDITIONAL WORK WHICH MAY BE REQUIRED DUE TO THE PHYSICAL CONDITIONS OF THE DUCTWORK & PIPING SHALL BE PERFORMED UNDER THIS CONTRACT WITHOUT ADDITIONAL CHARGES TO THE PROPERTY MANAGER.
38. INTERRUPTION OF EXISTING FACILITIES OR SERVICES SHALL BE KEPT TO A MINIMUM AND THE CONTRACTOR SHALL FURNISH ALL MATERIALS AND LABOR REQUIRED WHENEVER TEMPORARY CONDITIONS ARE NECESSARY TO MAINTAIN CONTINUITY OF SERVICE. INTERRUPTION OF SERVICES, THE INSTALLATION OF TEMPORARY FACILITIES, AND THE WORK OF MAKING FINAL CONNECTIONS TO NEW WORK SHALL BE DONE ONLY AT SUCH TIMES AS PERMITTED AND SCHEDULED BY THE PROPERTY MANAGER WITHOUT ADDITIONAL COST. THE AIR CONDITIONING CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THE SERVICE INTERRUPTIONS WITH THE PROPERTY MANAGER & GENERAL CONTRACTOR.
39. CONTRACTOR SHALL PROVIDE INITIAL TRAINING TO BUILDING STAFF AND PROPERTY MANAGER PRIOR TO TURNOVER TO ASSOCIATION. TRAINING SHALL INCLUDE NORMAL OPERATIONS, REGULAR MAINTENANCE, SHUT DOWN AND RESTART PROCEDURES. THIS SHALL INCLUDE, BUT NOT LIMITED TO,HEAT, PUMPS, FIRE SYSTEMS, VALVES, SHUT OFF VALUES, ETC. THESE TRAINING SESSIONS SHALL SUPPLEMENT WRITTEN DOCUMENTATION AND LOGS INDICATED ELSEWHERE.
40. DIELECTRIC FITTINGS SHALL BE USED WHERE EVER TWO DISSIMILAR METALS COME INTO CONTACT WITH ONE ANOTHER. THE FITTING SHALL BE VERIFIED THAT IS COMPATIBLE WITH BOTH MATERIALS.
41. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE FLORIDA MECHANICAL AND/OR FLORIDA PLUMBING CODE.
42. PROVIDE A NEGATIVE SLOPE ON EQUIPMENT DRAINS LINES AS REQUIRED BY SECTION 704.1 OF THE FPC.

PIPE SIZE	MINIMUM SLOPE (IN/FT)
2-1/2" OR LESS	1/4
3" TO 8"	1/8
8" OR LARGER	1/16

43. CONTRACTOR TO PROVIDE NEW AIR FILTERS WITH MINIMUM MERV 11 RATING FOR ALL NEW HEAT PUMPS ADDED IN THIS PROJECT.
44. FIELD QUALITY CONTROL
    a. PREPARE HYDRONIC PIPING ACCORDING TO ASME B31.9 AND AS FOLLOWS:
    - LEAVE JOINTS, INCLUDING WELDS, UNINSULATED AND EXPOSED FOR EXAMINATION DURING TEST.
    - PROVIDE TEMPORARY RESTRAINTS FOR EXPANSION JOINTS THAT CANNOT SUSTAIN REACTIONS DUE TO TEST PRESSURE. IF TEMPORARY RESTRAINTS ARE IMPRACTICAL, ISOLATE EXPANSION JOINTS FROM TESTING.
    - FLUSH HYDRONIC PIPING SYSTEMS WITH CLEAN WATER; THEN REMOVE AND CLEAN OR REPLACE STRAINER SCREENS.
    - ISOLATE EQUIPMENT FROM PIPING. IF A VALVE IS USED TO ISOLATE EQUIPMENT, ITS CLOSURE SHALL BE CAPABLE OF SEALING AGAINST TEST PRESSURE WITHOUT DAMAGE TO VALVE. INSTALL BLINDS IN FLANGED JOINTS TO ISOLATE EQUIPMENT.
    - INSTALL SAFETY VALVE, SET AT A PRESSURE NO MORE THAN ONE-THIRD HIGHER THAN TEST PRESSURE, TO PROTECT AGAINST DAMAGE BY EXPANDING LIQUID OR OTHER SOURCE OF OVERPRESSURE DURING TEST.

    b. PERFORM THE FOLLOWING TESTS ON HYDRONIC PIPING:
    - USE AMBIENT TEMPERATURE WATER AS A TESTING MEDIUM
    - WHILE FILLING SYSTEM, USE VENTS INSTALLED AT HIGH POINTS OF SYSTEM TO RELEASE AIR. USE DRAINS INSTALLED AT LOW POINTS FOR COMPLETE DRAINING OF TEST LIQUID.
    - SUBJECT PIPING SYSTEM TO HYDROSTATIC TEST PRESSURE THAT IS NOT LESS THAN 1.5 TIMES THE SYSTEM'S WORKING PRESSURE. TEST PRESSURE SHALL NOT EXCEED MAXIMUM PRESSURE FOR ANY VESSEL, PUMP, VALVE, OR OTHER COMPONENT IN SYSTEM UNDER TEST. VERIFY THAT STRESS DUE TO PRESSURE AT BOTTOM OF VERTICAL RUNS DOES NOT EXCEED 90 PERCENT OF SPECIFIED MINIMUM YIELD STRENGTH OR 1.7 TIMES "SE" VALUE IN APPENDIX A IN ASME B31.9, "BUILDING SERVICES PIPING."
    - AFTER HYDROSTATIC TEST PRESSURE HAS BEEN APPLIED FOR AT LEAST 10 MINUTES, EXAMINE PIPING, JOINTS, AND CONNECTIONS FOR LEAKAGE. ELIMINATE LEAKS BY TIGHTENING, REPAIRING, OR REPLACING COMPONENTS, AND REPEAT HYDROSTATIC TEST UNTIL THERE ARE NO LEAKS.
    - PREPARE WRITTEN REPORT OF TESTING.

    c. PERFORM THE FOLLOWING BEFORE OPERATING THE SYSTEM:
    - OPEN MANUAL VALVES FULLY.
    - INSPECT PUMPS FOR PROPER ROTATION.
    - INSPECT AIR VENTS AT HIGH POINTS OF SYSTEM AND DETERMINE IF ALL ARE INSTALLED AND OPERATING FREELY (AUTOMATIC TYPE), OR BLEED AIR COMPLETELY (MANUAL TYPE).
    - SET TEMPERATURE CONTROLS SO ALL COILS ARE CALLING FOR FULL FLOW.

SMOKE DETECTION SYSTEMS CONTROL

CONTROLS REQUIRED.
AIR DISTRIBUTION SYSTEMS SHALL BE EQUIPPED WITH SMOKE DETECTORS *LISTED* AND *LABELED* FOR INSTALLATION IN AIR DISTRIBUTION SYSTEMS, AS REQUIRED BY THIS SECTION. DUCT SMOKE DETECTORS SHALL COMPLY WITH UL 268A. OTHER SMOKE DETECTORS SHALL COMPLY WITH UL 268.

WHERE REQUIRED.
SMOKE DETECTORS SHALL BE INSTALLED WHERE INDICATED BELOW.
TO PREVENT THE RECIRCULATION OF DANGEROUS QUANTITIES OF SMOKE, A DETECTOR APPROVED FOR AIR DUCT USE SHALL BE INSTALLED ON THE SUPPLY SIDE OF AIR-HANDLING SYSTEMS AS REQUIRED BY NFPA 90A, *STANDARD FOR THE INSTALLATION OF AIR CONDITIONING AND VENTILATING SYSTEMS*. SMOKE DETECTORS LISTED FOR USE IN AIR DISTRIBUTION SYSTEMS SHALL BE LOCATED DOWNSTREAM OF THE AIR FILTERS AND AHEAD OF ANY BRANCH CONNECTIONS IN AIR SUPPLY SYSTEMS HAVING THE CAPACITY GREATER THAN 2000 CUFT/MIN.

OAU-1-2 SHALL ALL BE EQUIPPED WITH A NEW SUPPLY AIR SMOKE DETECTOR AND INTERFACED WITH THE EXISTING BUILDING FIRE ALARM SYSTEM AS REQUIRED.

INSTALLATION.
SMOKE DETECTORS REQUIRED BY THIS SECTION SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 72. THE REQUIRED SMOKE DETECTORS SHALL BE INSTALLED TO MONITOR THE ENTIRE AIRFLOW CONVEYED BY THE SYSTEM. ACCESS SHALL BE PROVIDED TO SMOKE DETECTORS FOR INSPECTION AND MAINTENANCE.

CONTROLS OPERATION.
UPON ACTIVATION, THE SMOKE DETECTORS SHALL SHUT DOWN ALL OPERATIONAL CAPABILITIES OF THE AIR DISTRIBUTION SYSTEM IN ACCORDANCE WITH THE LISTING AND LABELING OF APPLIANCES USED IN THE SYSTEM. AIR DISTRIBUTION SYSTEMS THAT ARE PART OF A SMOKE CONTROL SYSTEM SHALL SWITCH TO THE SMOKE CONTROL MODE UPON ACTIVATION OF A DETECTOR.

SUPERVISION.
THE DUCT SMOKE DETECTORS SHALL BE CONNECTED TO A FIRE ALARM SYSTEM WHERE A FIRE ALARM SYSTEM IS REQUIRED BY THE *FLORIDA FIRE PREVENTION CODE*. THE ACTUATION OF A DUCT SMOKE DETECTOR SHALL ACTIVATE A VISIBLE AND AUDIBLE SUPERVISORY SIGNAL AT A CONSTANTLY ATTENDED LOCATION. IN FACILITIES THAT ARE REQUIRED TO BE MONITORED BY A SUPERVISING STATION, DUCT SMOKE DETECTORS SHALL REPORT ONLY AS A SUPERVISORY SIGNAL, NOT AS A FIRE ALARM.

EXCEPTIONS:
1. THE SUPERVISORY SIGNAL AT A CONSTANTLY ATTENDED LOCATION IS NOT REQUIRED WHERE THE DUCT SMOKE DETECTOR ACTIVATES THE BUILDING'S ALARM-INDICATING APPLIANCES.
2. IN OCCUPANCIES NOT REQUIRED TO BE EQUIPPED WITH A FIRE ALARM SYSTEM, ACTUATION OF A SMOKE DETECTOR SHALL ACTIVATE A VISIBLE AND AUDIBLE SIGNAL IN AN *APPROVED* LOCATION. DUCT SMOKE DETECTOR TROUBLE CONDITIONS SHALL ACTIVATE A VISIBLE OR AUDIBLE SIGNAL IN AN *APPROVED* LOCATION AND SHALL BE IDENTIFIED AS AIR DUCT DETECTOR TROUBLE.

MECHANICAL DEMOLITION NOTES

1. IT IS NOT THE INTENT FOR THE DEMOLITION DRAWINGS TO SHOW ALL VALVES, PIPES, ACCESSORIES, AND FASTENERS. CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF THE INDICATED SYSTEMS COMPLETE FOR A NEW INSTALLATION. SEE SCOPE OF WORK, NEW WORK DRAWINGS, AND DETAILS FOR SPECIFIC SCOPE.
2. FOR EQUIPMENT AND SYSTEMS TO REMAIN IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE CONDITION OF AND FUNCTION OF DUCT DAMPERS, PIPE VALVES AND PIPING CONDITION, ETC. BEFORE DEMOLITION WORK BEGINS. REPORT ANY DISCREPANCIES BETWEEN PLANS AND ACTUAL FIELD CONDITIONS TO THE OWNER AND ENGINEER PRIOR TO THE COMMENCEMENT OF DEMOLITION WORK.
3. SCOPE OF DEMOLITION INCLUDES REMOVING EXIST. HEAT PUMPS AND CW PIPING SHOWN ON THIS PLAN. THE BRANCH PIPING LEADING UP TO THE HEAT PUMPS AND INCLUDING THE HOSES SHALL ALSO BE REMOVED. THE VERTICAL CW PIPING RISERS SHALL BE ABANDONED IN PLACE AND CAPPED AT BOTH ENDS.
2. REMOVE ALL CW PIPES AND HEAT PUMPS SHOWN ON PLANS. THIS INCLUDES ALL HANGERS, STRAPS AND RELATED MATERIAL. AS DIRECTED THIS MATERIAL SHALL BE REMOVED FROM THE SITE OR TURNED OVER TO THE OWNER (AS DIRECTED BY THE OWNER).
3. PATCH FLOORS, WALLS AND CEILINGS THAT WERE DAMAGED; THIS INCLUDES NECESSARY REPAIRS AS A RESULT OF THE SCOPE OF WORK OR INCIDENTAL DAMAGE.
4. CONTRACTOR SHALL VERIFY CLEARANCE REQUIREMENTS AND INDICATE ROUTING OF NEW PIPING BEFORE FABRICATION BEGINS AS RISES AND DROPS MAY BE NECESSARY DUE TO EXISTING FIELD CONDITIONS.
5. ALL DEMOLITION WORK SHALL COMPLY WITH NFPA 241 AND THE REQUIREMENTS OF THE OWNER.
6. REMOVE CONDENSER WATER SUPPLY AND RETURN PIPES AS SHOWN ON PLAN. REMOVE ALL PIPE SUPPORTS, BRACKETS, HANGERS, AND BOLTS.

BROWARD COUNTY PROJECT REQUIREMENTS

SEC. 34-168. - REGULATION OF COOLING TOWERS.

LICENSE REQUIRED: NEW COOLING TOWERS THAT USE THE WATER RESOURCES OF THE COUNTY ARE LOCATED, INCLUDING COOLING TOWER REPLACEMENTS, SHALL OBTAIN FROM THE DIVISION A "COOLING TOWER LICENSE" TO OPERATE A COOLING TOWER.

TYPE OF LICENSE : PROPERTY OWNERS, OR THEIR REPRESENTATIVES WHO HAVE THE LEGAL ABILITY TO PERFORM OR AUTHORIZE THE OPERATION AND MAINTENANCE OF THE COOLING TOWER, SHALL OBTAIN A COOLING TOWER LICENSE WITHIN TWELVE (12) MONTHS AFTER A COOLING TOWER REPLACEMENT OR NEW INSTALLATION.

ANNUAL RENEWAL OF COOLING TOWER LICENSE : LICENSES SHALL BE RENEWED ANNUALLY ON OR BEFORE MARCH 31ST. EACH RENEWAL APPLICATION SHALL BE ACCOMPANIED BY THE APPLICABLE FEE, A LOG OF THE OPERATION AND MAINTENANCE SCHEDULE FOR THE COMPONENTS OF THE COOLING TOWER SYSTEM, AND A SIGNED AFFIDAVIT OF COMPLIANCE WITH THE FLORIDA BUILDING CODE FROM THE SERVICE PROVIDER. THE SIGNED AFFIDAVIT SHALL INCLUDE ALL DATES OF SERVICE WITHIN THE REPORTING PERIOD AND VERIFICATION OF SYSTEM OPERATION AT A MINIMUM OF EIGHT (8) CYCLES OF CONCENTRATION.

REQUIREMENTS TO OBTAIN A COOLING TOWER LICENSE: APPLICATIONS FOR A COOLING TOWER LICENSE SHALL BE ON THE FORMS SUPPLIED BY THE DIVISION AND SHALL INCLUDE DOCUMENTATION DEMONSTRATING THAT THE NEW OR REPLACEMENT COOLING TOWER.

1) IS OPERATED WITH CONDUCTIVITY CONTROLLERS AND MAKE-UP AND BLOW-DOWN METERS;
2) ACHIEVES A MINIMUM OF EIGHT (8) CYCLES OF CONCENTRATION; AND
3) IS EQUIPPED WITH EFFICIENT DRIFT ELIMINATORS THAT ACHIEVE DRIFT REDUCTION TO A MAXIMUM OF 0.002% OF THE RECIRCULATED WATER VOLUME FOR COUNTERFLOW TOWERS AND 0.005% OF THE RECIRCULATED WATER FLOW FOR CROSS-FLOW TOWERS.

CONTRACTOR REQUIREMENTS:
CONTRACTOR SHALL ADVISE OWNER OF COOLING TOWER LICENSING AND INSURE THAT THE REQUIRED WATER METERS HAVE BEEN INSTALLED AND THAT THE WATER TREATMENT COMPANY HAS SET THE CONDUCTIVITY CONTROLLER TO PROVIDE BLOWDOWN AT 8.0 CYCLES OF CONCENTRATION OR HIGHER. PROVIDE ALL SYSTEM MODIFICATIONS TO ALLOW 8.0 CYCLES OF CONCENTRATION.

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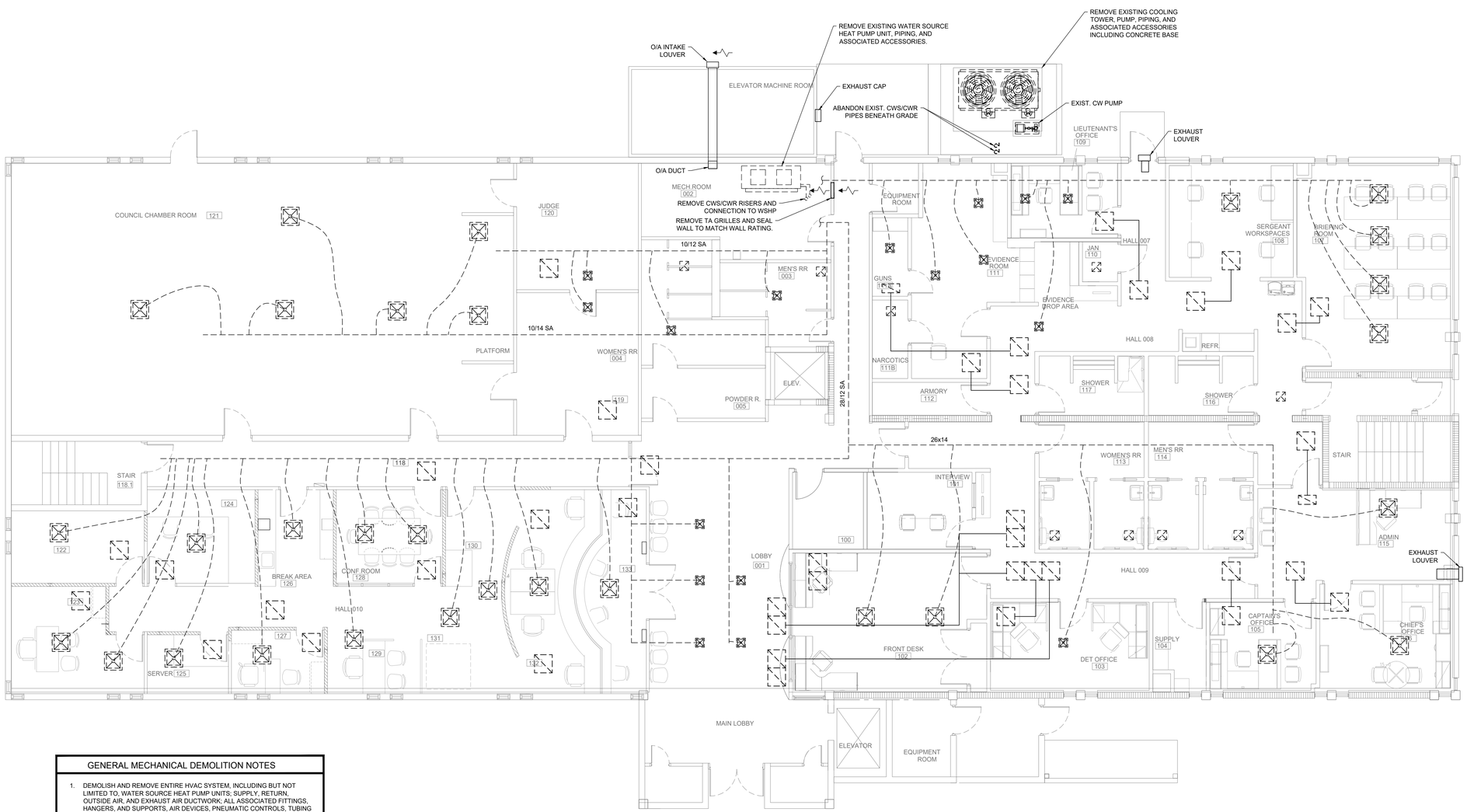
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Florida PE 69240

Revisions:
1
2
3
4
5

TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023

Issue Date:
04/17/24

M0.3



GENERAL MECHANICAL DEMOLITION NOTES

1. DEMOLISH AND REMOVE ENTIRE HVAC SYSTEM, INCLUDING BUT NOT LIMITED TO, WATER SOURCE HEAT PUMP UNITS; SUPPLY, RETURN, OUTSIDE AIR, AND EXHAUST AIR DUCTWORK; ALL ASSOCIATED FITTINGS, HANGERS, AND SUPPORTS, AIR DEVICES, PNEUMATIC CONTROLS, TUBING AND OTHER ACCESSORIES ASSOCIATED WITH PNEUMATIC CONTROLS SYSTEM, FLEXIBLE DUCT, PIPING, ETC.
2. EXIST. DUCT ROUTING IS NOT EXACT. DUCT ROUTING WAS CONFIRMED TO THE EXTENT OF VISUAL OBSERVATIONS. DUCT SHOWN ON PLANS IS TO REPRESENT A MAGNITUDE OF DEMOLITION WORK FOR THE CONTRACTOR. THE CONTRACTOR SHALL VASE THEIR FEE OFF THEIR OWN FIELD OBSERVATIONS AND ON SOLEY ON THESE DRAWINGS.
3. EXISTING COOLING TOWER YARD EQUIPMENT TO BE REMOVED COMPLETE.

FIRST FLOOR MECHANICAL DEMOLITION PLAN

SCALE: 3/16" = 1'-0"

N

0" 6" 12" 5' 10' 25'

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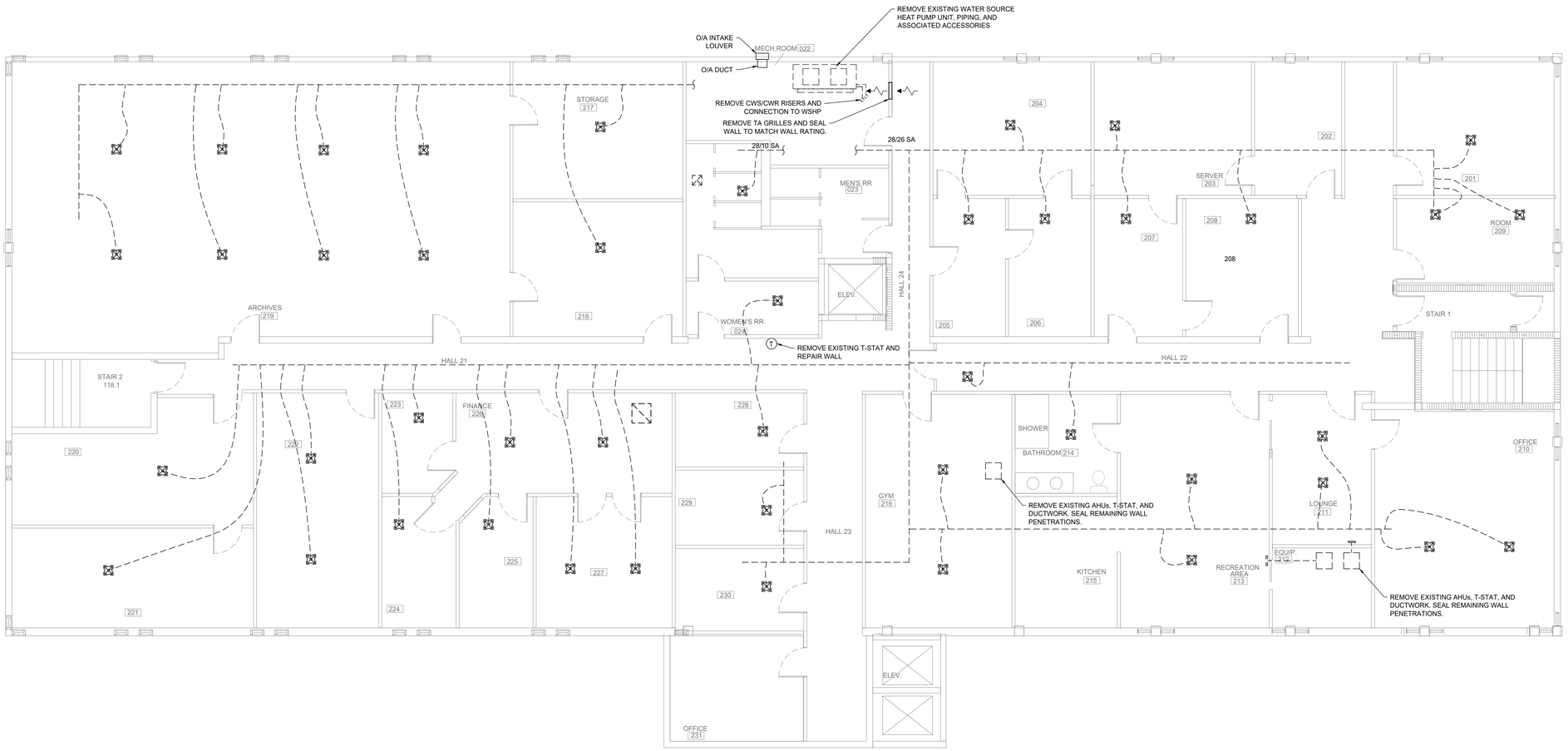
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Revisions:
1
2
3
4
5

TOWN OF PEMBROKE PARK TOWNHALL
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Issue Date:
04/17/24

M1.1



GENERAL MECHANICAL DEMOLITION NOTES

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2. EXIST. DUCT ROUTING IS NOT EXACT. DUCT ROUTING WAS CONFIRMED TO THE EXTENT OF VISUAL OBSERVATIONS. DUCT SHOWN ON PLANS IS TO REPRESENT A MAGNITUDE OF DEMOLITION WORK FOR THE CONTRACTOR. THE CONTRACTOR SHALL VASE THEIR FEE OFF THEIR OWN FIELD OBSERVATIONS AND ON SOLEY ON THESE DRAWINGS.

SECOND FLOOR MECHANICAL DEMOLITION PLAN

SCALE: 3/16" = 1'-0"

N

0" 6" 12" 5' 10' 25'

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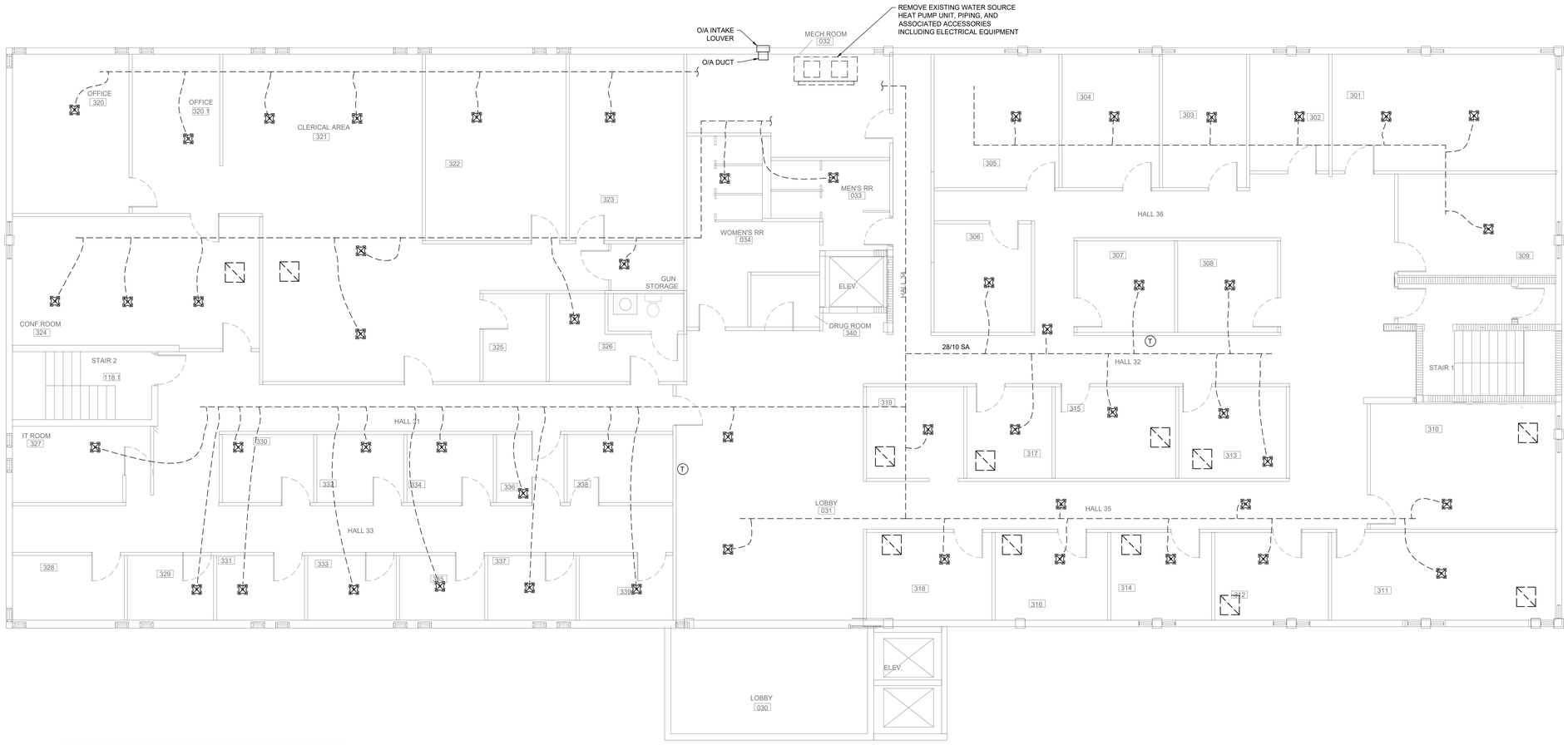
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Revisions:
1
2
3
4
5

TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023

Issue Date:
04/17/24

M1.2



GENERAL MECHANICAL DEMOLITION NOTES

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2. EXIST. DUCT ROUTING IS NOT EXACT. DUCT ROUTING WAS CONFIRMED TO THE EXTENT OF VISUAL OBSERVATIONS. DUCT SHOWN ON PLANS IS TO REPRESENT A MAGNITUDE OF DEMOLITION WORK FOR THE CONTRACTOR. THE CONTRACTOR SHALL VASE THEIR FEE OFF THEIR OWN FIELD OBSERVATIONS AND ON SOLEY ON THESE DRAWINGS.

THIRD FLOOR MECHANICAL DEMOLITION PLAN

SCALE: 3/16" = 1'-0"

0" 6" 12" 5' 10' 25'

N

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1
2
3
4
5

TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
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04/17/24

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SEE ENLARGED PLANS FOR CHILLER AND COOLING TOWER OPTION DETAILS

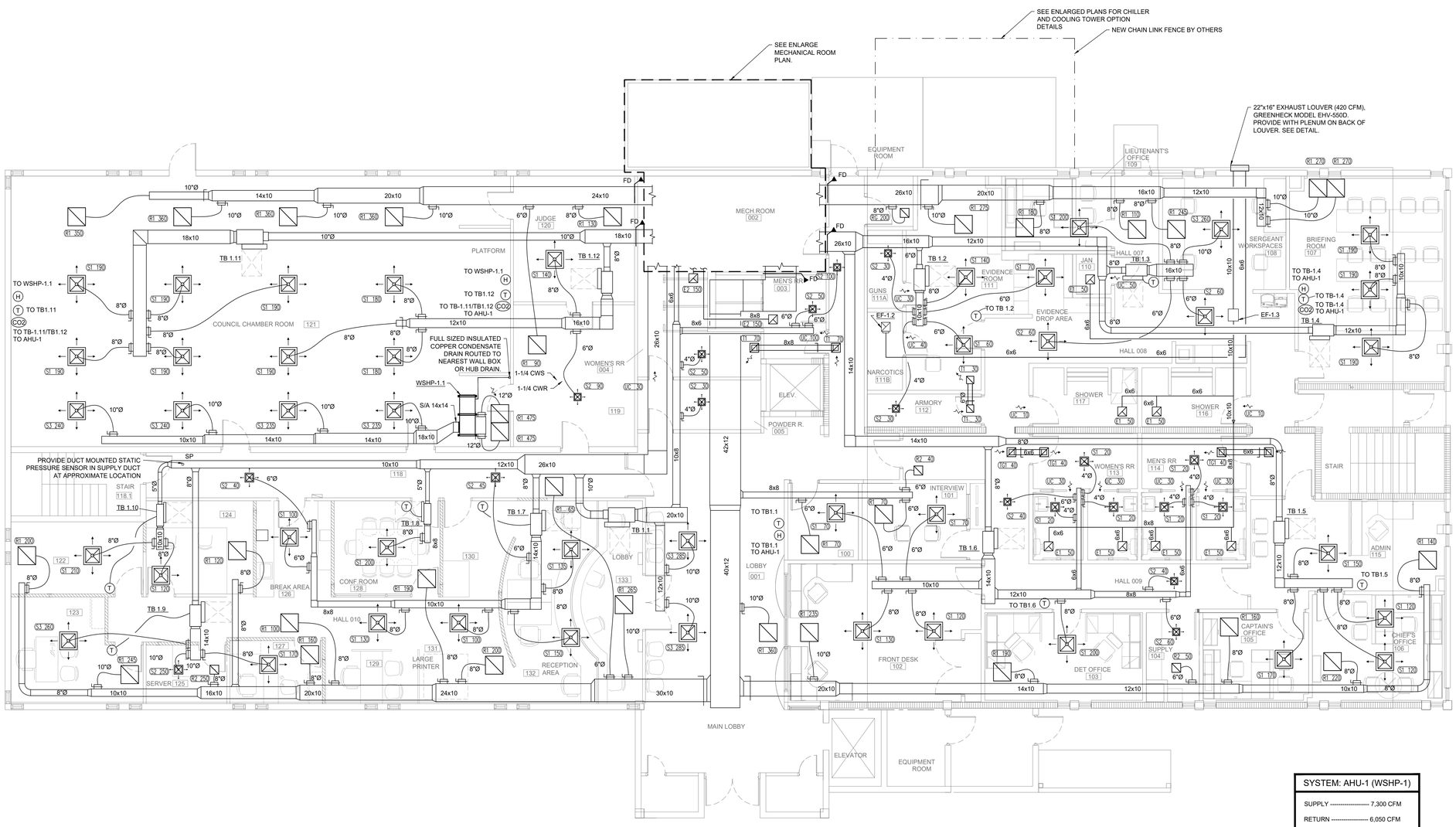
NEW CHAIN LINK FENCE BY OTHERS

SEE ENLARGE MECHANICAL ROOM PLAN.

22"x16" EXHAUST LOUVER (420 CFM), GREENHECK MODEL EHV-550D. PROVIDE WITH PLENUM ON BACK OF LOUVER. SEE DETAIL.

PROVIDE DUCT MOUNTED STATIC PRESSURE SENSOR IN SUPPLY DUCT AT APPROXIMATE LOCATION

FULL SIZED INSULATED COPPER CONDENSATE DRAIN ROUTED TO NEAREST WALL BOX OR HUB DRAIN.



FIRST FLOOR MECHANICAL NEW WORK PLAN

SCALE: 3/16" = 1'-0"

0" 6" 12" 5' 10' 25'

N

SYSTEM: AHU-1 (WSHP-1)	
SUPPLY	7,300 CFM
RETURN	6,050 CFM
OUTSIDE AIR	1,250 CFM
EXHAUST	720 CFM
RELIEF	0 CFM
TRANSFER	0 CFM
EXFIL	530 CFM

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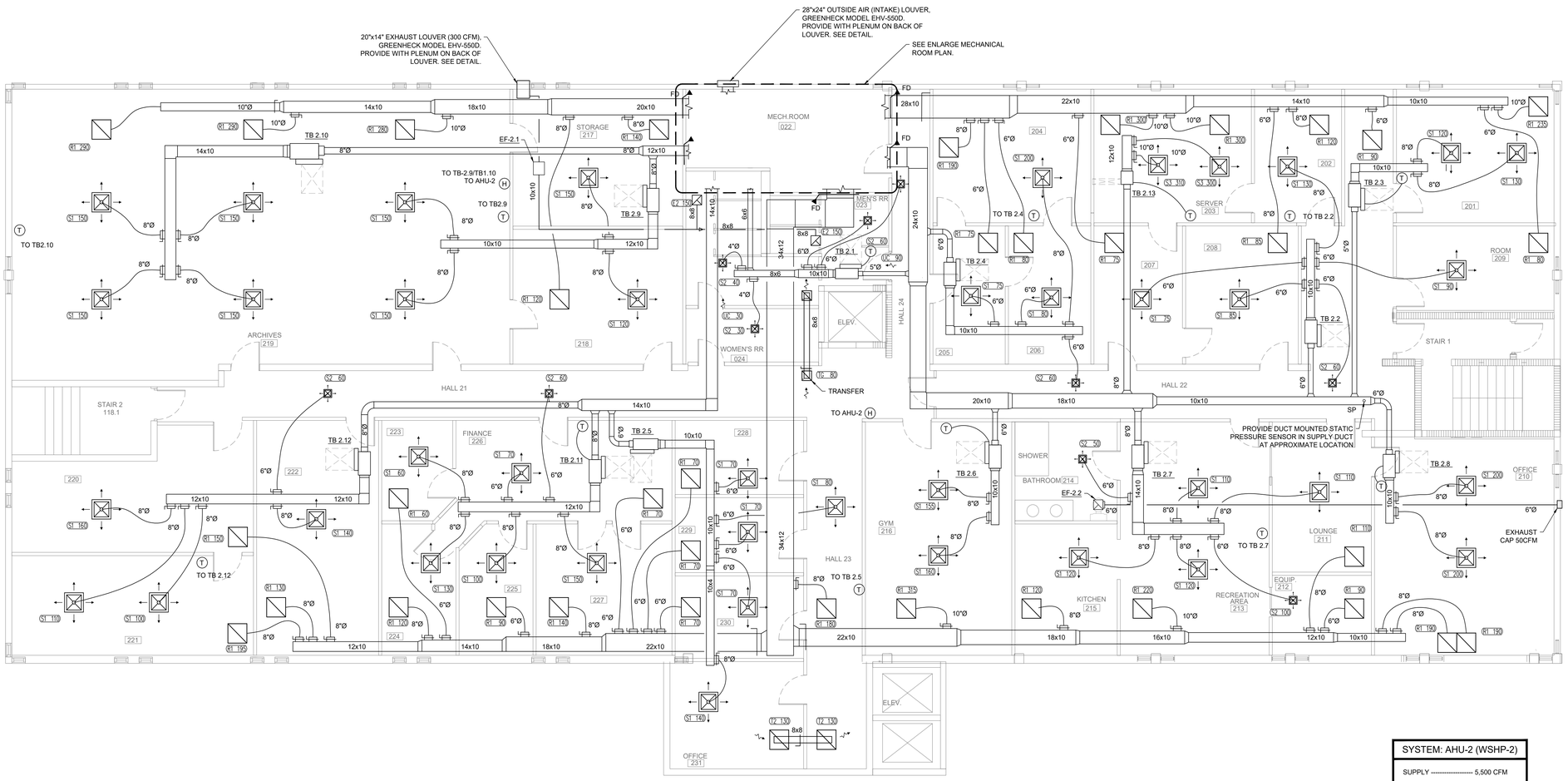
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M2.1



SYSTEM: AHU-2 (WSHP-2)	
SUPPLY	5,500 CFM
RETURN	4,450 CFM
OUTSIDE AIR	1050 CFM
EXHAUST	350 CFM
RELIEF	0 CFM
TRANSFER	0 CFM
EXFIL	700 CFM

SECOND FLOOR MECHANICAL NEW WORK PLAN

SCALE: 3/16" = 1'-0"

0" 6" 12" 5' 10' 25'

N

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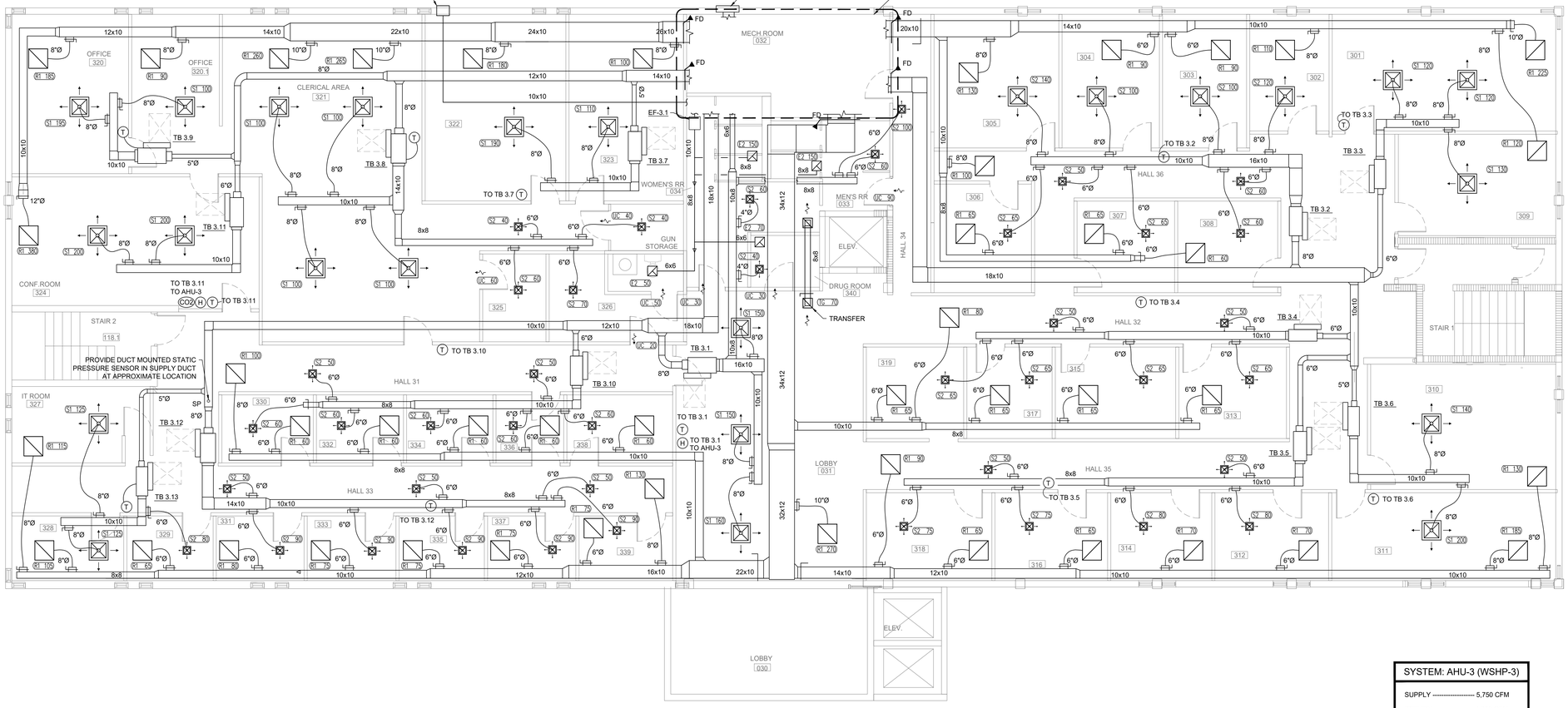
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M2.2

22"x16" EXHAUST LOUVER (420 CFM), GREENHECK MODEL EHV-550D. PROVIDE WITH PLENUM ON BACK OF LOUVER. SEE DETAIL.

28"x24" OUTSIDE AIR (INTAKE) LOUVER, GREENHECK MODEL EHV-550D. PROVIDE WITH PLENUM ON BACK OF LOUVER. SEE DETAIL.

SEE ENLARGE MECHANICAL ROOM PLAN.



THIRD FLOOR MECHANICAL NEW WORK PLAN

SCALE: 3/16" = 1'-0"

N

0" 6" 12" 5' 10' 25'

SYSTEM: AHU-3 (WSHP-3)	
SUPPLY	5,750 CFM
RETURN	4,850 CFM
OUTSIDE AIR	900 CFM
EXHAUST	420 CFM
RELIEF	0 CFM
TRANSFER	0 CFM
EXFIL	480 CFM

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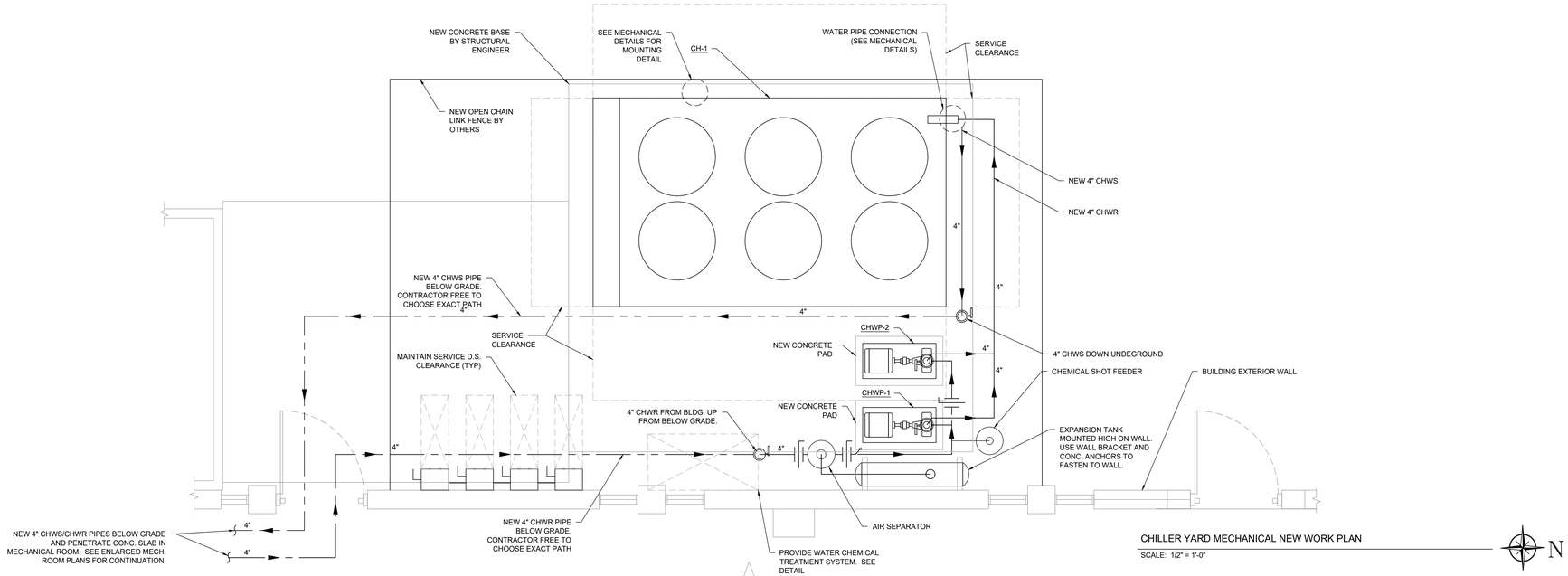
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Revisions: 1 2 3 4 5

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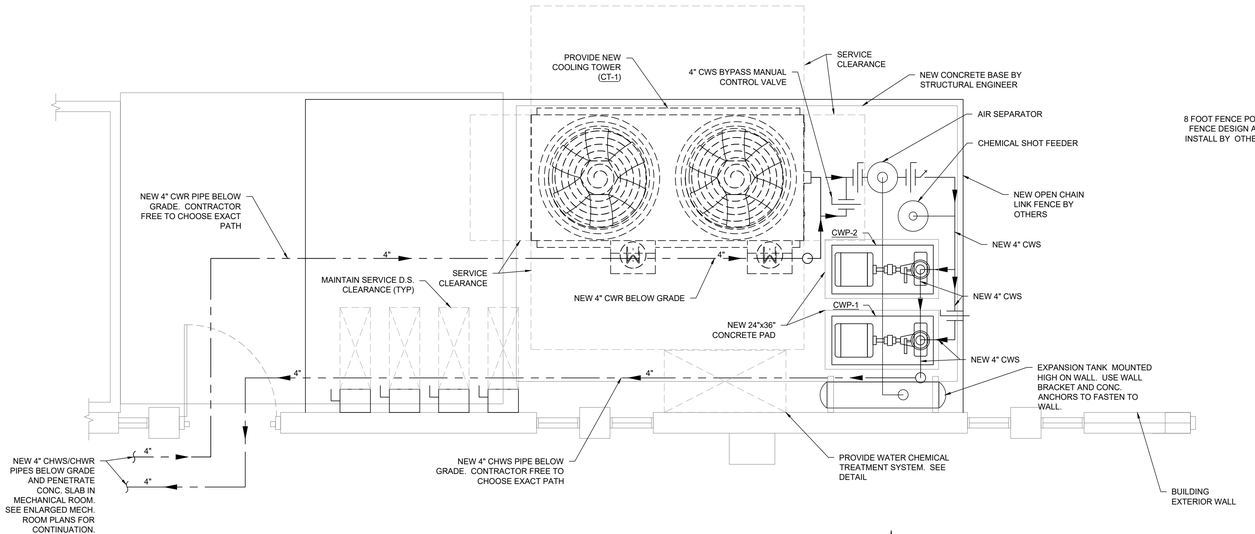
M2.3



CHILLER YARD MECHANICAL NEW WORK PLAN

SCALE: 1/2" = 1'-0"

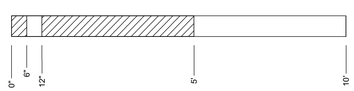
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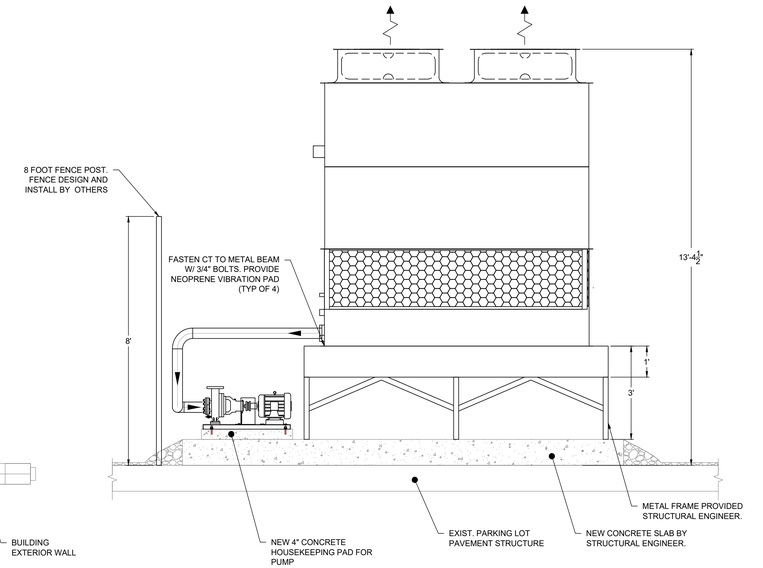


COLLING TOWER YARD MECHANICAL NEW WORK - PLAN VIEW

SCALE: NTS

N





COOLING TOWER INSTALLATION - WEST ELEVATION VIEW

SCALE: NTS

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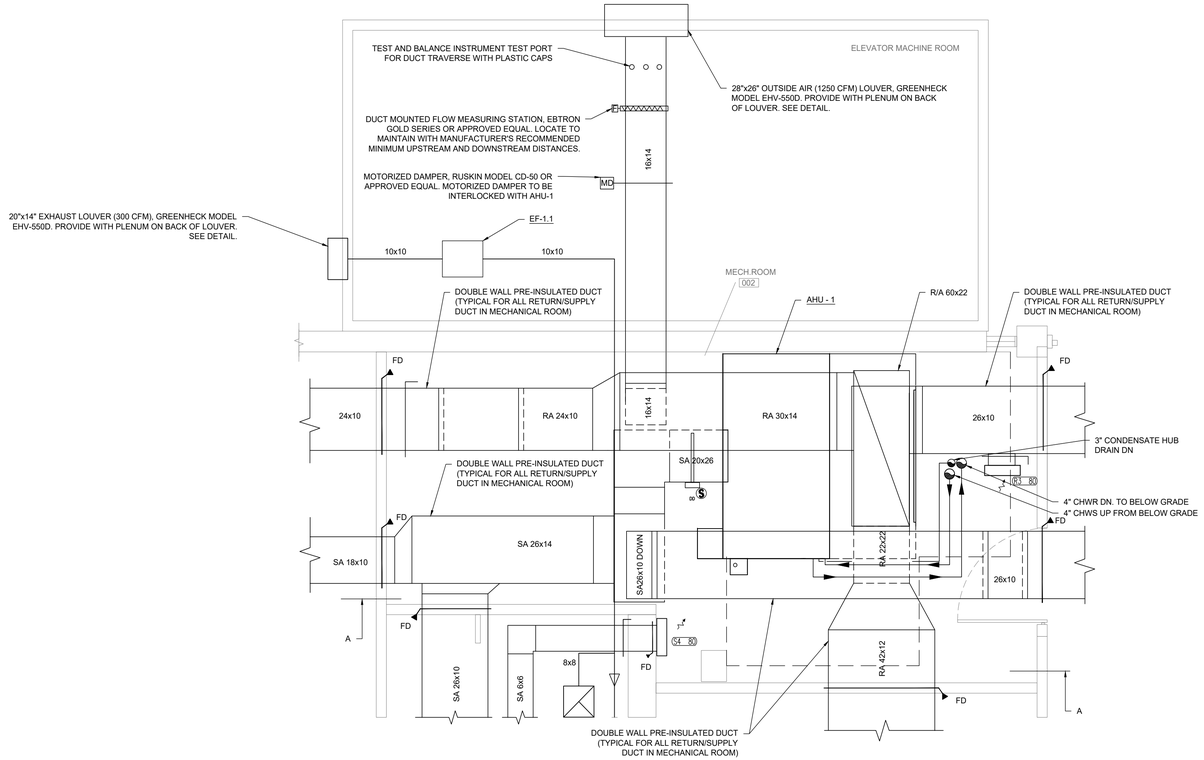
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1
2
3
4
5

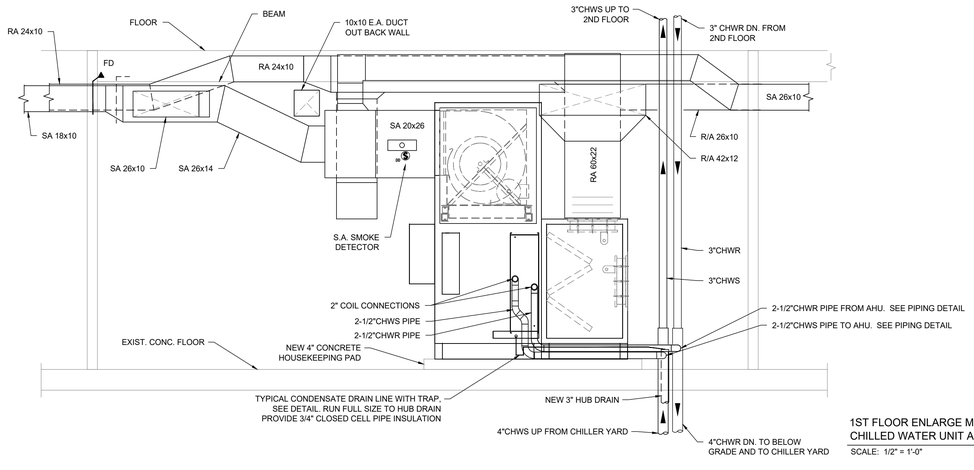
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M2.4



SECTION "A - A"



1ST FLOOR ENLARGE MECHANICAL NEW WORK PLAN.
CHILLED WATER UNIT AHU-1.

SCALE: 1/2" = 1'-0"

N

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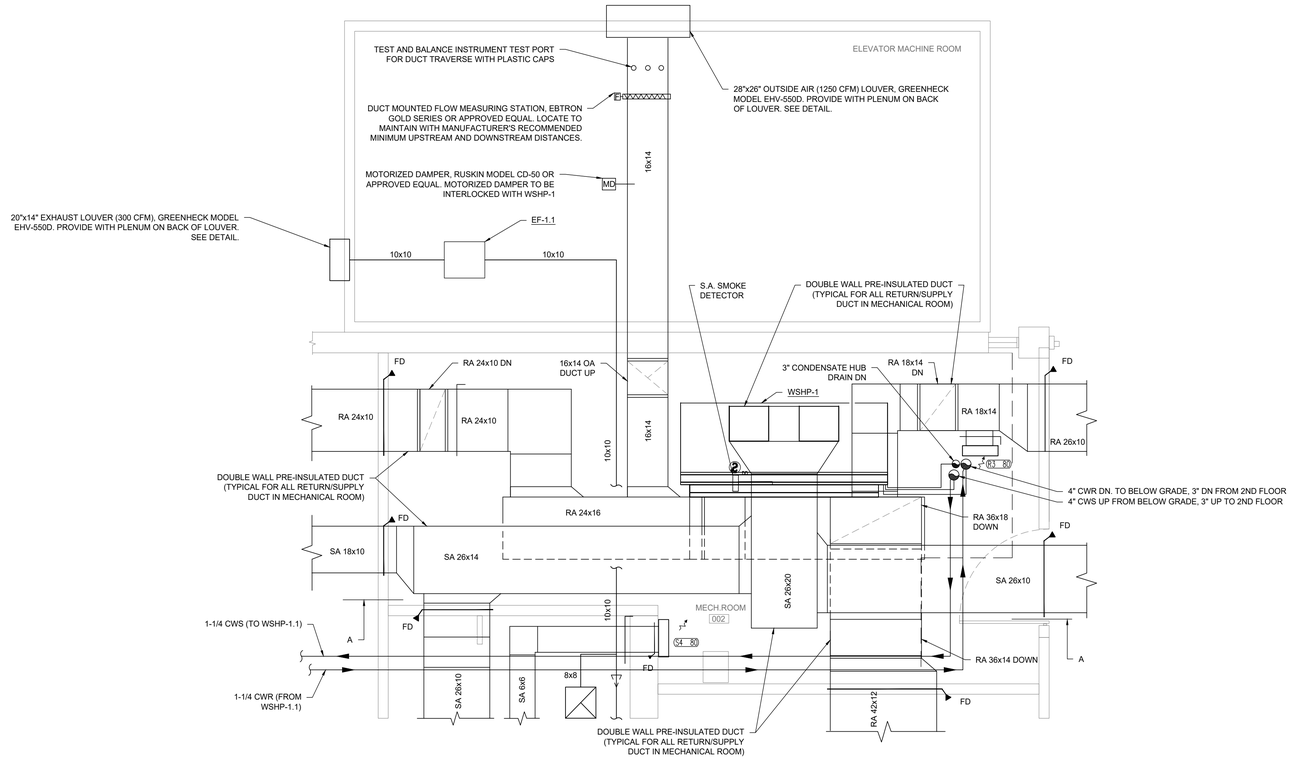
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Revisions:
1
2
3
4
5

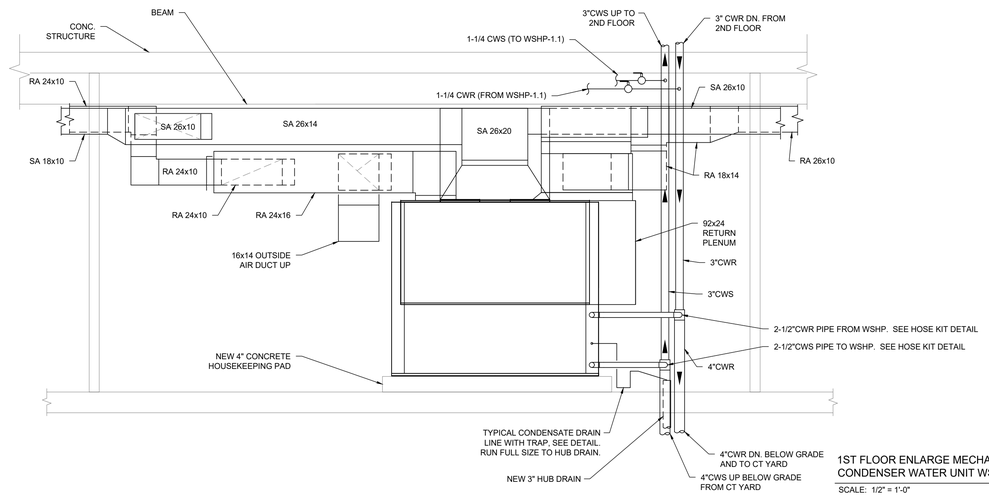
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M2.5



SECTION "A - A"



1ST FLOOR ENLARGE MECHANICAL NEW WORK PLAN.
CONDENSER WATER UNIT WSHP-1.

SCALE: 1/2" = 1'-0"

N

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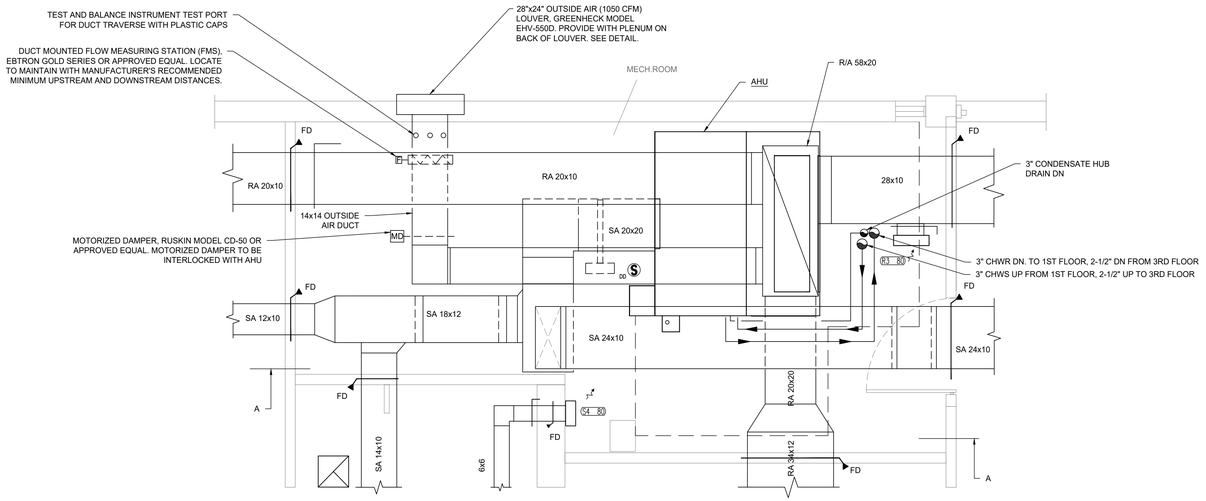
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1
2
3
4
5

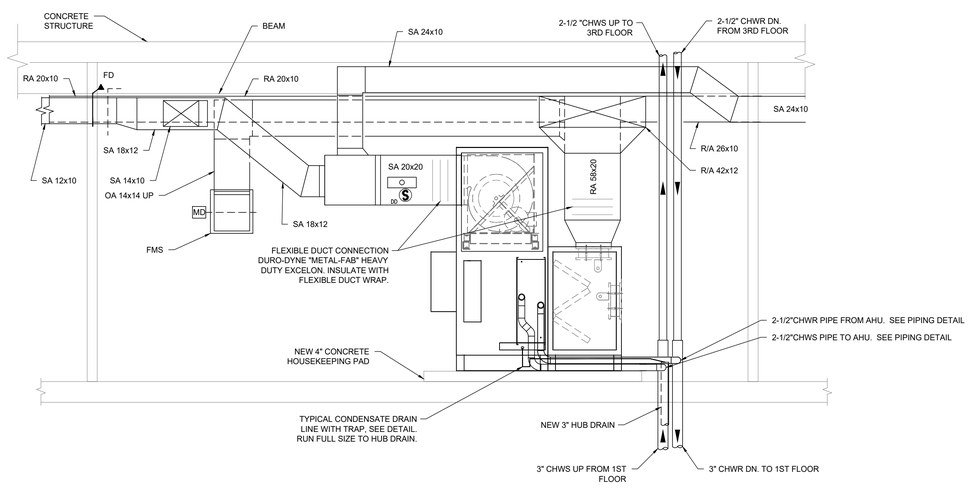
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M2.6



SECTION "A - A"



2ND AND 3RD FLOOR ENLARGE MECHANICAL NEW WORK PLAN.
CHILLED WATER UNIT AHU-2, AHU-3.

SCALE: 1/2" = 1'-0"

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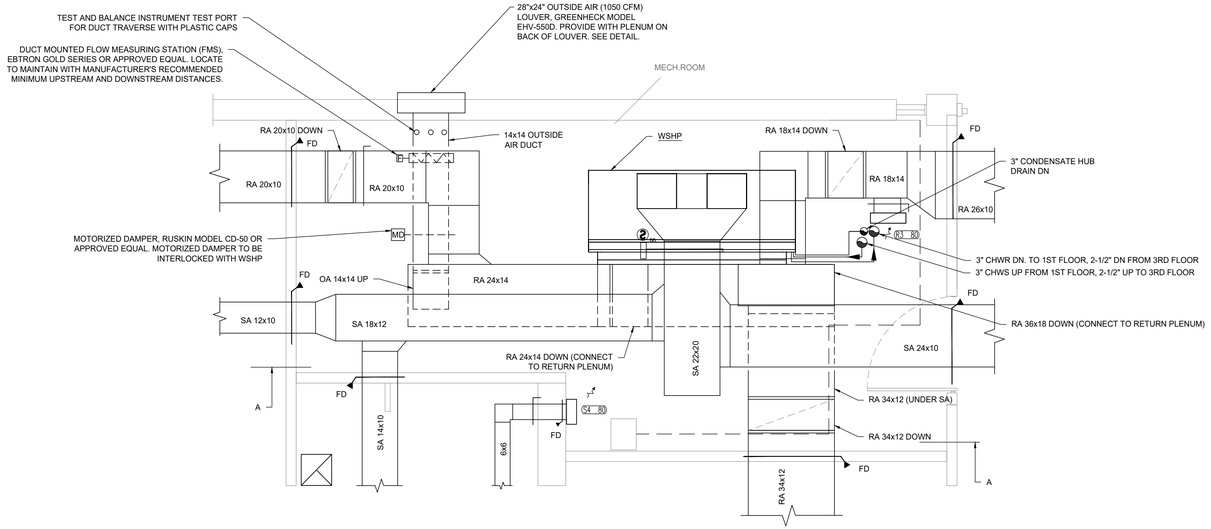
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1
2
3
4
5

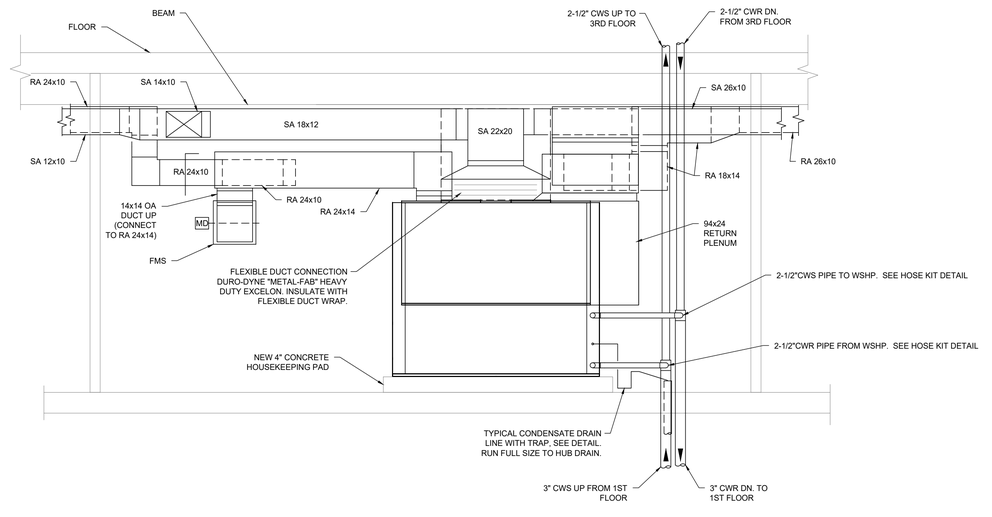
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M2.7



SECTION "A - A"



2ND AND 3RD FLOOR ENLARGE MECHANICAL NEW WORK PLAN. CONDENSER WATER UNIT WSHP-2, WSHP-3.

SCALE: 1/2" = 1'-0"

N

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2
3
4
5

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M2.8

DIFFUSER AND GRILLE SCHEDULE

DEVICE TAG	SYSTEM	MANUFACTURER	MODEL	MOUNT TYPE	FACE SIZE	CONNECTION SIZE	THROW DIRECTIONS	REMARKS
S1	SUPPLY	HART COOLEY	ARS	IN-LINE	24" x24"	8"Ø	4	1 2 3 4
S2	SUPPLY	HART COOLEY	ARS	IN-LINE	12" x 12"	6"Ø	4	1 2 3 4
S3	SUPPLY	HART COOLEY	ARS	IN-LINE	24" x 24"	10"Ø	4	1 2 3 4
S4	SUPPLY	HART COOLEY	HX	SURFACE (WALL)	10" x 8"	10"x8"	1	1 3 4
R1	RETURN	HART COOLEY	HX	IN-LINE	24" x 24"	N/A	N/A	1 2 4
R2	RETURN	HART COOLEY	HX	IN-LINE	12" x 12"	6"Ø	N/A	1 2 4
R3	RETURN	HART COOLEY	HX	DUCT	10" x 8"	N/A	N/A	1 4
T1	TRANSFER	HART COOLEY	HX	IN-LINE	10" x 10"	10" x 10"	N/A	1 2 4 5
E1	EXHAUST	HART COOLEY	HX	IN-LINE	6" x 6"	6" x 6"	N/A	1 4 5
E2	EXHAUST	HART COOLEY	HX	IN-LINE	10" x 10"	10" x 10"	N/A	1 4 5

GENERAL NOTES:

1. CONFIRM ALL MOUNTING TYPES PRIOR TO ORDERING.
2. INSULATE BACK OF LAY-IN PANEL.
3. THROW PATTERNS AS INDICATED BY ARROWS ON FLOOR PLANS.
4. COLOR TO MATCH SURFACE THAT GRILLE IS MOUNTED IN.
5. FLANGED BORDER.

ARS



HX / HD RETURN GRILLE



VARIABLE AIR VOLUME TRANE TERMINAL BOX SCHEDULE

SYSTEM: AHU - 1 / WSHP - 1 (1ST FLOOR)

MODEL NUMBER	ZONE NO.	COOLING CFM	VENTILATON CFM	HEATING CFM	INLET SIZE DIA.(INCHES)	MAX P.D.	HEATER kW	E.A.T. °F	L.A.T. °F	POWER V - Φ
VCEF10 - M0SY74F	TB-1.1	1,080	310	310	10	0.45	2.5	55.4	80.8	230 - 1
VCEF05 - M0SY74F	TB-1.2	370	110	110	06	0.45	1.0	55.4	84.1	230 - 1
VCEF08 - M0SY74F	TB-1.3	770	165	165	08	0.45	1.5	55.4	84.1	230 - 1
VCEF08 - M0SY74F	TB-1.4	560	165	165	08	0.45	1.5	55.4	84.1	230 - 1
VCEF08 - M0SY74F	TB-1.5	560	165	165	08	0.45	1.5	55.4	84.1	230 - 1
VCEF08 - M0SY74F	TB-1.6	890	165	165	08	0.45	1.5	55.4	84.1	230 - 1
VCEF08 - M0SY74F	TB-1.7	700	165	165	08	0.45	1.5	55.4	84.1	230 - 1
VCEF05 - M0SY74F	TB-1.8	200	110	110	05	0.45	1.0	55.4	84.1	230 - 1
VCEF08 - M0SY74F	TB-1.9	680	110	110	08	0.45	1.0	55.4	84.1	230 - 1
VCEF05 - M0SY74F	TB-1.10	330	110	110	05	0.45	1.0	55.4	84.1	230 - 1
VCEF10 - M0SY74F	TB-1.11	950	280	280	10	0.45	2.5	55.4	83.6	230 - 1
VCEF08 - M0SY74F	TB-1.12	780	280	280	08	0.45	2.5	55.4	83.6	230 - 1

SYSTEM: AHU - 2 / WSHP - 2 (2ND FLOOR)

MODEL NUMBER	ZONE NO.	COOLING CFM	VENTILATON CFM	HEATING CFM	INLET SIZE DIA.(INCHES)	MAX P.D.	HEATER kW	E.A.T. °F	L.A.T. °F	POWER V - Φ
VCEF06 - M0SY74F	TB-2.1	280	80	110	05	0.45	1.0	54.0	82.7	230 - 1
VCEF05 - M0SY74F	TB-2.2	440	80	110	06	0.45	1.0	54.0	82.7	230 - 1
VCEF05 - M0SY74F	TB-2.3	250	70	110	05	0.45	1.0	54.0	82.7	230 - 1
VCEF08 - M0SY74F	TB-2.4	415	110	160	06	0.45	1.5	54.0	83.6	230 - 1
VCEF06 - M0SY74F	TB-2.5	430	110	110	06	0.45	1.0	54.0	82.7	230 - 1
VCEF05 - M0SY74F	TB-2.6	315	145	160	05	0.45	1.5	54.0	83.6	230 - 1
VCEF08 - M0SY74F	TB-2.7	610	110	165	08	0.45	1.5	54.0	82.7	230 - 1
VCEF06 - M0SY74F	TB-2.8	400	110	110	06	0.45	1.0	54.0	82.7	230 - 1
VCEF08 - M0SY74F	TB-2.9	570	165	165	08	0.45	1.5	54.0	82.7	230 - 1
VCEF08 - M0SY74F	TB-2.10	600	165	165	08	0.45	1.5	54.0	82.7	230 - 1
VCEF06 - M0SY74F	TB-2.11	570	95	110	08	0.45	1.0	54.0	82.7	230 - 1
VCEF08 - M0SY74F	TB-2.12	570	165	165	08	0.45	1.5	54.0	82.7	230 - 1
VCEF08 - M0SY74F	TB-2.13	610	110	-	08	0.45	-	-	-	230 - 1

SYSTEM: AHU - 3 / WSHP - 3 (3RD FLOOR)

MODEL NUMBER	ZONE NO.	COOLING CFM	VENTILATON CFM	HEATING CFM	INLET SIZE DIA.(INCHES)	MAX P.D.	HEATER kW	E.A.T. °F	L.A.T. °F	POWER V - Φ
VCEF06 - M0SY74F	TB-3.1	790	240	240	08	0.45	2.0	58.3	84.6	230 - 1
VCEF05 - M0SY74F	TB-3.2	760	165	180	08	0.45	1.5	58.3	84.6	230 - 1
VCEF05 - M0SY74F	TB-3.3	370	135	135	06	0.45	1.0	58.3	81.7	230 - 1
VCEF08 - M0SY74F	TB-3.4	360	110	125	06	0.45	1.0	58.3	83.6	230 - 1
VCEF06 - M0SY74F	TB-3.5	410	140	140	06	0.45	1.0	58.3	80.9	230 - 1
VCEF05 - M0SY74F	TB-3.6	340	135	135	05	0.45	1.0	58.3	81.7	230 - 1
VCEF08 - M0SY74F	TB-3.7	300	95	120	05	0.45	1.0	58.3	84.6	230 - 1
VCEF06 - M0SY74F	TB-3.8	610	180	180	08	0.45	1.5	58.3	84.6	230 - 1
VCEF08 - M0SY74F	TB-3.9	295	100	120	05	0.45	1.0	58.3	84.6	230 - 1
VCEF08 - M0SY74F	TB-3.10	400	110	125	06	0.45	1.0	58.3	83.6	230 - 1
VCEF06 - M0SY74F	TB-3.11	400	120	120	06	0.45	1.0	58.3	84.6	230 - 1
VCEF08 - M0SY74F	TB-3.12	600	155	180	08	0.45	1.5	58.3	84.6	230 - 1
VCEF08 - M0SY74F	TB-3.13	330	105	120	05	0.45	1.0	58.3	84.6	230 - 1

NOTES:
- 1" FOIL FACED INSULATION;
- SEE SPECIFICATIONS FOR NOISE CRITERIA FOR BOXES;
- PROVIDE WITH INTEGRAL DISCONNECT AND FUSING;
- PROVIDE WITH STEPDOWN TRANSFORMERS FROM SCHEDULED VOLTAGE TO 24V FOR FACTORY INSTALLED, BAS CONTRACTOR PROVIDED CONTROLLERS;
- PROVIDE WITH WIRELESS ZONE TEMPERATURE SENSOR;
- PROVIDE WITH FACTORY-WIRED DISCHARGE AIR TEMPERATURE SENSOR.

AIR SEPARATOR SCHEDULE (CHILLED WATER)

IDENT.	QNTY	SYSTEM	MFG & MODEL NO	FLOW RATE	PRESS. DROP (PSI / FOH)	DRY WEIGHT	CONNECTION SIZE (INCHES)	SEPARATOR SIZE (INCHES)
AS-1	1	CLOSE LOOP	TACO 4904A-125	128 GPM	1.26 / -	80	4"	12Ø" x 22.2"(H)

- PROVIDE STRAINER FOR AIR SEPARATOR

AIR SEPARATOR SCHEDULE (CONDENSER WATER)

IDENT.	QNTY	SYSTEM	MFG & MODEL NO	FLOW RATE	PRESS. DROP (PSI / FOH)	DRY WEIGHT	CONNECTION SIZE (INCHES)	SEPARATOR SIZE (INCHES)
AS-1	1	OPEN LOOP	TACO 4904ADH-125	225 GPM	1.0 / -	130	4"	14Ø" x 40.3"(H)

- PROVIDE STRAINER FOR AIR SEPARATOR

NEW AIR COOLED CHILLER SCHEDULE

UNIT DESIGNATION		CH-1
OPERATING WEIGHT, LBS		5,692
MANUFACTURER		TRANE
MODEL NO.		CGAM080A2
CAPACITY (TONS)		80
ELECTRICAL SERVICE		208/3/60
MCA		357A
MOCP		450A
CHILLER MINIMUM AIC RATING		65kA
EER / NPLV.IP (EER)		10.89 /16.49
COMPRESSOR	TYPE	SCROLL
	NUMBER OF COMPRESSORS	4
	NUMBER OF CIRCUITS	2
	COMPRESSOR POWER INPUT, (RLA)	73.9/73.9/73.9/73.9
	STAGES (CAPACITY)	4
	REFRIGERANT	R-454B
	REFRIGERANT WEIGHT (PER CIRCUIT)	67 LBS
EVAPORATOR	WATER FLOW (MIN.FLOW), GPM	128 (105)
	WATER PRESS. DROP (FT.)	7.86
	ENTERING/LEAVING WATER TEMP. °F	59 / 44
	NUMBER OF PASSES	2
	HEAT EXCHANGER TYPE	BRAZED PLATE
	FOULING FACTOR	0.00010
CONDENSER	NO OF FANS	6
	ENTERING AIR TEMP, °F	95
	FAN FLA (EACH)	6.7
	FAN MOTOR KW (TOTAL)	7.15
DIMENSIONS (INCHES) (L x W x H)		146.2" x 88.4" x 92.5"
TYPE OF CONTROL SYSTEM		BACnet MS/TP

NOTES:
1. SINGLE POINT POWER CONNECTION
2. SELF-CONTAINED CONTROLS, BMS READY
3. ELECTRICAL CONTRACTOR TO PROVIDE WITH FUSED DISCONNECT SWITCH.
4. FACTORY PROVIDED INLET STRAINER.
5. CONTRACTOR TO PROVIDE FLEXIBLE PIPE CONNECTIONS.
6. CONTRACTOR TO PROVIDE NEW TEMPERATURE GAUGES AND PRESSURE GAUGES ON CHWS/CHWR PIPES AT CHILLER.
7. PROVIDE VIBRATION ISOLATOR PADS.
8. PROVIDE A CORROSION PROTECTION FOR THE CONDENSER COILS OF THE CHILLER.

EXHAUST FAN SCHEDULE

TAG	MAKE	MODEL	MOUNTING	HVAC SYSTEM	CFM	E.S.P. (IN W.C.)	VOLTAGE (V/PH/Hz)	MOTOR HP	RPM	DRIVE TYPE	DISCONN.	DUCT SIZE CONNECTION	REMARKS
EF-1.1	GREENHECK	CSP-A710-VG	INLINE	AHU-1	300	0.25	230 / 1 / 60	1/6	907	DIRECT W/ SPEED CONTROL	YES	10 X 10	WORKS CONTINUOSLY
EF-1.2	GREENHECK	SP-A50-90-VG	CEILING	AHU-1	70	0.30	230 / 1 / 60	1/10	838	DIRECT W/ SPEED CONTROL	YES	6 X 6	WORKS CONTINUOSLY
EF-1.3	GREENHECK	CSP-A710-VG	INLINE	AHU-1	350	0.35	230 / 1 / 60	1/6	1060	DIRECT W/ SPEED CONTROL	YES	10 X 10	WORKS CONTINUOSLY
EF-2.1	GREENHECK	CSP-A710-VG	INLINE	AHU-2	300	0.25	230 / 1 / 60	1/6	907	DIRECT W/ SPEED CONTROL	YES	10 X 10	WORKS CONTINUOSLY
EF-2.2	GREENHECK	SP-A50-90-VG	CEILING	AHU-2	50	0.25	230 / 1 / 60	1/10	808	DIRECT W/ SPEED CONTROL	YES	6 X 6	WORKS CONTINUOSLY
EF-3.1	GREENHECK	CSP-A710-VG	INLINE	AHU-3	420	0.35	230 / 1 / 60	1/6	1164	DIRECT W/ SPEED CONTROL	YES	10 X 10	WORKS CONTINUOSLY

GENERAL NOTES:

1. HUNG FROM STRUCTURE WITH SPRING VIBRATION ISOLATORS
2. PROVIDE WITH INSULATED HOUSING
3. 24 VOLT MOTORIZED DAMPER WITH END SWITCH.
4. PROVIDE FACTORY MOUNTED TRANSFORMER FOR SPEED CONTROL AND BACK-DRAFT DAMPER ACTIVATION.
5. PROVIDE SPEED DIAL ON MOTOR TO ADJUST AIRFLOW DURING INSTALLATION.
6. PROVIDE WITH INTEGRAL CEILING GRILLE (FOR CEILING FAN ONLY).

CHILLED WATER AHU SCHEDULE

		AHU-1	AHU-2	AHU-3
UNIT NO.		AHU-1	AHU-2	AHU-3
MANUFACTURER		TRANE	TRANE	TRANE
MODEL		UCCAC17A	UCCAC12A	UCCAC12A
TYPE		MODULE CHW AHU	MODULE CHW AHU	MODULE CHW AHU
TOTAL BTU		321,470	251,800	245,070
SENSIBLE BTU		219,560	167,330	170,970
E.A.T. DB/WB, °F		78.8 / 66.2	79.1 / 66.7	78.5 / 65.8
L.A.T. DB/WB, °F		51.5 / 51.4	51.5 / 51.4	51.5 / 51.4
O.A. (CFM)		1,250	1,050	900
FAN SECTION	CFM	7,300	5,500	5,750
	E.S.P., IN	2.00	2.00	2.00
	T.S.P., IN	3.22	3.32	3.40
	ARRANGEMENT	VERT.HOUSED FAN WITH TOP BACK DISCHARGE	VERT.HOUSED FAN WITH TOP BACK DISCHARGE	VERT.HOUSED FAN WITH TOP BACK DISCHARGE
	FAN SPEED (RPM)	955	1,076	1,079
	FAN BHP	6.75	4.92	5.33
	MOTOR SIZE (HP) / QNTY	7.5 / 1	7.5 / 1	7.5 / 1
	MOTOR TYPE	INVERTER DUTY	INVERTER DUTY	INVERTER DUTY
COOLING COIL	FLOW RATE (GPM)	42.3	35.0	34.3
	PRESS. DROP (FT. HD)	6.25	5.30	5.10
	EWT / LWT (°F)	44.0 / 59.17	44.0 / 58.34	44.0 / 58.25
	ROWS / FIN SPACING	8 ROW / 12 FINS PER INCH	8 ROW / 12 FINS PER INCH	8 ROW / 12 FINS PER INCH
	FACE AREA (SQ. FT)	16.3	12.3	12.3
	FACE VELOCITY (FPM)	448	447	468
AIR FILTERS	TYPE	ANGLED	ANGLED	ANGLED
	EFFICIENCY / RATING	2" MERV 13	2" MERV 13	2" MERV 13
	SIZE (QUANTITY)	16 x 20 x 2 (6) 20 x 20 x 2 (6)	16 x 20 x 2 (6) 16 x 25 x 2 (3)	16 x 20 x 2 (6) 16 x 25 x 2 (3)
MCA		35.5	35.5	35.5
MOCP		60.0	60.0	60.0
DIMENSIONS, IN (WxLxH)		79 x 86 x 99	71 x 75 x 86	71 x 75 x 86
WEIGHT, lbs.		1,917	1,545	1,545
V/PH/HZ		200-208 /3 / 60	200-208 /3 / 60	200-208 /3 / 60

GENERAL NOTES:

1. UNITS SHALL BE VERTICAL DRAW-THRU MULTI-ZONE, VAV FAN AND COIL SECTION WITH TOP DISCHARGE OPENINGS AS INDICATED ON THIS SCHEDULE OR AS SHOWN ON THE FLOOR PLANS.
2. UNITS SHALL HAVE SIDE ACCESS FLAT FILTER SECTION.
3. SEE COIL SCHEDULE ON THIS SHEET FOR COIL PERFORMANCE DATA.
4. SEE PLANS FOR COIL CONNECTION, FAN ACCESS AND CONTROLS.
5. VFD FOR FAN MOTOR ON ALL AHU
6. CONTRACTOR TO FIELD VERIFY THAT ALL NECESSARY COMPONENTS (EG. SENSORS AND VAV BOXES) ARE PRESENT AND FUNCTIONAL. CONTRACTOR TO REPLACE ANY DAMAGED COMPONENT REQUIRED FOR THE VAV SYSTEM TO OPERATE PROPERLY.
7. CONTRACTOR TO PROVIDE NEW MERV 13 FILTERS. SEE SCHEDULE BELOW FOR SIZES AND QUANTITIES.
8. PROVIDE 2-WAY, CHILLED WATER CONTROL VALVES.
9. PROVIDE 7-DAY PROGRAMMABLE THERMOSTAT. INSTALL 48" A.F.F.
10. PROVIDE DDC FOR VAV APPLICATION. FAN MOTOR SHALL BE CONTROLLED BY DUCT PRESSURE.
11. PROVIDE FLOAT SWITCH IN DRAIN PAN TO SHUT-DOWN UNIT UPON RISING WATER IN DRAIN PAN.
12. INTERLOCK FAN MOTOR VFD WITH F.A. SYSTEM. COORDINATE W/ F.A. CONTRACTOR.

CHILLED WATER PUMP SCHEDULE

QTY.	IDENT.	SYSTEM	TYPE	MFR. & MODEL NO.	NPSH (FT.)	IMPELLER DIA. (IN)	GPM	FEET OF HEAD	WEIGHT (LBS)	MOTOR				STARTER			REMARKS
										HP	RPM	FLA	ELEC.	TYPE	LOCATION	DISC TYPE	
2	CHWP-1 CHWP-2	CLOSE LOOP CHILLED WATER	END SUCTION	TACO FI - 2007D-4P	3	6.9	128	45	243	3.0	1760	11	208-230/3/60	VFD	COOLING TOWER YARD	FUSED	PREMIUM, INVERTER DUTY MOTOR

NEW PUMP NOTES:
- FLANGED PIPE CONNECTIONS (INLET/OUTLET). PROVIDE FLEXIBLE PIPE CONNECTION FITTING AT THE PUMPS.
- PROVIDE ADAPTERS, PIPE OFFSETS OR TRANSITIONS ON INLET AND DISCHARGE OF PUMPS AS REQUIRED TO MAKE PUMP CONNECTIONS.
- REDUNDANCY PUMP CHWP-2 WILL HAVE 100% FLOW CAPACITY. PUMP CHWP-1 WILL OPERATE AND THE REDUNDANCY PUMP CHWP-2 WILL BE IDLE AS A STAND-BY.
- PROVIDE FINAL CONTROLS CONNECTIONS.
- PROVIDE 3-YEAR MANUFACTURER WARRANTY.
- PROVIDE "TEFC" TYPE PUMP ENCLOSURE.
- EXIST. PUMP WILL BE DEMOLISH (SEE CONDENSER WATER PUMP SCHEDULE).
- PROVIDE NEMA-3R RATED VFD W/ FUSED D.S.
- PROVIDE 5HP RATED PUMP CONTROLLER IN NEMA-3R ENCLOSURE.

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NOT FOR CONSTRUCTION

Ryan Todaro, PE
Florida PE 69240

Revisions: 1 2 3 4 5

TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023

Issue Date: 04/17/24

M3.1

EXISTING COOLING TOWER SCHEDULE

MARK			CT-1
SERVICE			CONDENSER WATER FOR BUILDING WATER SOURCE HEAT PUMPS
LOCATION			GROUND
SYSTEM			BUILDING'S A/C CONDENSER WATER
TYPE			INDUCED DRAFT COUNTERFLOW
NUMBER OF CELLS			2
AMBIENT WB TEMP (°F)			79
COOLING CAPACITY (MBH / TONS)			1,222 / 100
FILL MATERIAL			PVC
DRIFT MAX. ALLOWED			-
PER CELL	WATER	GPM: NOMINAL / DESIGN	225 / 203
		EWT (°F)	95
		LAT (°F)	85
	FAN	NO. OF FANS / MOTORS	2 / 2
		HP PER MOTOR	3.0
	MOTOR	RPM	-
		V/PH/HZ	208 / 3 / 60
		FLA	9
		LRA	-
		ENCLOSURE	TEFC
VIBRATION ISOLATION	TYPE		SPRING - RESTRAINED FOR WIND LOAD
	DEFL		2"
SHIPPING / OPERATING WEIGHT			2,260 LBS / 3,810 LBS
DIMENSIONS / CELL			8'-11 1/2"(L) x 4'-1/2" (W) x 10'-6 1/2" (H)
MANUFACTURER			BASIS OF DESIGN: EVAPCO COMPANY MODEL: AT 14-3F9.

Tower Water Flow	190 GPM
Hot Water Temperature	95 °F
Cold Water Temperature	85 °F
Wet-Bulb Temp	79 °F
Drift Rate	0.001 %
Concentration	8 Cycles
Correction Factor	0.80 1.2 (Very Dry) - 0.65 (Very Moist)
Evaporation Rate	1.52 GPM
Drift Loss	0.2 %
Drift Rate	0.38 GPM
Blow Down Rate	0.22 GPM
Total Make-Up	2.12 GPM

CT MAKE-UP WATER CALCULATION

SCALE: NTS

NEW COOLING TOWER SCHEDULE

MARK			CT-1
SERVICE			CONDENSER WATER FOR BUILDING WATER SOURCE HEAT PUMPS
LOCATION			GROUND
SYSTEM			BUILDING'S A/C CONDENSER WATER
TYPE			INDUCED DRAFT COUNTERFLOW
NUMBER OF CELLS			2
AMBIENT WB TEMP (°F)			79
COOLING CAPACITY (MBH / TONS)			1,125 / 90
FILL MATERIAL			PVC
DRIFT MAX. ALLOWED			0.001% OF FLOW RAYE= 0.00225 GPM
TOTAL	WATER	GPM: NOMINAL / DESIGN	225 / 190
		MIN. GPM	-
		EWT (°F)	95
		LAT (°F)	85
	FAN	NO. OF FANS / MOTORS	2 / 2
		HP PER MOTOR	3.0
	MOTOR	RPM	-
		V/PH/HZ	208-230 / 3 / 60
		FLA PER MOTOR	9
		LRA	-
		ENCLOSURE	TEFC
VIBRATION ISOLATION	TYPE		
	DEFL		
SHIPPING / OPERATING WEIGHT			2,100 LBS / 3,650 LBS
DIMENSIONS / CELL			8'-11 1/2"(L) x 4'-1/2" (W) x 9'-6 1/2" (H)
MANUFACTURER			BASIS OF DESIGN: EVAPCO COMPANY MODEL: AT 14-2F9

ACCESSORIES

1. ALL 304 STAINLESS STEEL CONSTRUCTION.
2. CELL TOWER CONSTRUCTION RATED FOR 190 MPH WIND. SEE WIND LOAD CALCULATIONS FOR JOB SPECIFIC WIND PRESSURE.
3. WELDED S.S. COLD WATER BASIN INTERNAL SERVICE PLATFORM AND TYPE 304 S.S. SUCTION STRAINER
4. SIDE WATER INLET CONNECTIONS AND SIDE OUTLET WATER CONNECTIONS.
5. SIDE DRAIN AND OVERFLOW WATER CONNECTIONS FLOAT TYPE WATER LEVEL CONTROL WITH LOW AND HIGH LEVEL ALARM SWITCHES
6. VIBRATION CUTOUT SWITCH
7. PROVIDE NEMA-3R RATED VFD W/ FUSED D.S.
8. VARIABLE SPEED DRIVE REMOTE MOUNTED ON EXTERIOR WALL. VFD SHALL HAVE FRONT PANEL DISPLAY, INTEGRAL D.S, AND 100k RMS SYMMETRICAL AMPS RATING. COORDINATE W/ ELECTRICAL CONTRACTOR.
9. BELT-DRIVEN MOTORS WILL NOT BE ACCEPTED.
10. PROVIDE DRIFT ELIMINATOR TO LIMIT THE DRIFT TO THE AMOUNT SHOWN IN THE SCHEDULE. THE CRITERIA IS BASED FROM FMC 908.8.2
11. PROVIDE FLEXIBLE PIPE CONNECTORS.
12. PROVIDE 5-YEAR MANUFACTURER WARRANTY

OUTDOOR AIR CALCULATIONS - VENTILATION METHOD

UNIT	FLOOR #	SPACE TYPE	AREA / FLOOR (SQFT)	# OF FLOORS	VENTILATION RATE CFM/SQFT	PEOPLE / FLOOR	VENTILATION RATE CFM/PERSON	MINIMUM OUTDOOR AIR REQUIRED (CFM / FLOOR)	OUTDOOR AIR PROVIDED (CFM / SPACE OR FLOOR)
AHU - 1	1ST	LOBBY / COMMON AREAS	760	1	0.06	8	5	86	1250
		ADMIN / OFFICE	3,642	1	0.06	30	5	370	
		CONFERENCE ROOMS	2,086	1	0.06	105	5	651	
		COMMON AREAS / CORRIDORS	2,046	1	0.06	0	N/A	123	
							TOTALS	1230	1250
AHU - 2	2ND	LOBBY	240	1	0.06	3	5	30	1050
		ADMIN / OFFICE	4665	1	0.06	40	5	480	
		STORAGES (OCC.)	1,806	1	0.12	4	5	237	
		GYM	350	1	0.06	6	20	141	
		COMMON AREAS / CORRIDORS	1,500	1	0.06	0	N/A	90	
							TOTALS	978	1050
AHU - 3	3RD	LOBBY / COMMON AREAS	760	1	0.06	8	5	86	900
		ADMIN / OFFICE	5,296	1	0.06	42	5	528	
		CONFERENCE ROOMS	364	1	0.06	20	5	122	
		COMMON AREAS / CORRIDORS	2,130	1	0.06	0	N/A	128	
							TOTALS	864	900

NOTES

A. VENTILATION RATES BASED ON TABLE 403.3.1.1 OF THE 2023 FLORIDA MECHANICAL CODE.

B. ALL DUCTWORK SHALL BE KEPT SEALED TO PREVENT CONTAMINATION BY DUST OR OTHER DEBRIS DURING CONSTRUCTION. SEAL THE END OF DUCTWORK WITH PLASTIC SHEETING AND DUCT TAPE. PROTECT ALL DUCTWORK STORED ON-SITE PRIOR TO FABRICATION AND INSTALLATION IN A SIMILAR FASHION.

C. ALL EQUIPMENT SHALL BE SUPPLIED AND INSTALLED WITH PROVISIONS FOR IN-PLACE CLEANING AND MAINTENANCE TASKS IN ACCORDANCE WITH THE REQUIREMENTS OF ASHRAE STANDARD 62

EXISTING WATER COOLED PACKAGED HEAT PUMP (SHOWN FOR REFERENCE ONLY)

UNIT DESIGNATION			AHU - 1	AHU - 2	AHU - 3
AREA SERVED			THE 1ST FLOOR	THE 2ND FLOOR	THE 3RD FLOOR
QUANTITY			1	1	1
MANUFACTURER			FHP	FHP	FHP
MODEL NO.			EM240-3VTC	EM240-3VTC	EM240-3VTC
OPERATING WEIGHT, LBS			-	-	-
CAPACITY (NOMINAL TONS)			20	20	20
ELECTRICAL SERVICE			208-230 / 3Ø / 60	208-230 / 3Ø / 60	208-230 / 3Ø / 60
TOTAL AIRFLOW (CFM)			5000	5000	5000
OUTSIDE AIRFLOW (CFM)			-	-	-
EFFICIENCY (EER)			-	-	-
NET COOLING CAPACITY (MBH)		TOTAL	240	240	240
		SENSIBLE	-	-	-
SINGLE POWER POINT MCA			82.4	82.4	82.4
CIRCUIT BREAKER SIZE (MOCP)			100	100	100
COMPRESSOR		TYPE	-	-	-
		NUMBER OF COMPRESSORS	2	2	2
		COMPRESSOR POWER INPUT, (RLA)	28.6	28.6	28.6
		STAGES (CAPACITY)	2	2	2
		REFRIGERANT	R-22	R-22	R-22
		REFRIGERANT WEIGHT (OZ)	-	-	-
EVAPORATOR		ESP (IN.WG.)	-	-	-
		EAT (DB/WB) (°F)	-	-	-
		LAT (DB/WB) (°F)	-	-	-
		MOTOR HP	2.0	2.0	2.0
		MOTOR FLA	6.4	6.4	6.4
		MOTOR TYPE	VFD	VFD	VFD
CONDENSER		WATER FLOW, GPM	-	-	-
		WATER PRESS. DROP (PSI / FT.)	-	-	-
		EWT / LWT (°F)	85 / 95	85 / 95	85 / 95
		COIL TYPE	-	-	-
		CONNECTION SIZE (FPT)	-	-	-
HEATING		ELEC. HEAT (kW)	N / A	N / A	N / A
		QNTY OF HEATER STRIPS	0	0	0
		EAT / LAT (°F)	- -	- -	- -
		AIR FLOW (CFM)	- -	- -	- -
		ELEC. HEATER FLA	- -	- -	- -
TYPE OF CONTROL SYSTEM			-	-	-
FILTER SIZE (L x W x T) (INCHES)			25 x 20 x 1 (6)	25 x 20 x 1 (6)	25 x 20 x 1 (6)
CABINET DIMENSIONS (W x D x H) (INCHES)			85 x 30 x 75	85 x 30 x 75	85 x 30 x 75

COOLING TOWER SEQUENCE OF OPERATION

FAN MOTOR CONTROL

PROVIDE A NEW FAN MOTOR CONTROLLER. IT SHALL BE CAPABLE OF PROVIDING A START/STOP COMMAND FOR THE VFD AFTER AT START COMMAND HAS BEEN INITIATED, THE VFD SHALL RAMP MOTOR SPEED TO MINIMUM SPEED SETTING.

THE NEW CONTROLLER SHALL MONITOR CONDENSER WATER SUPPLY TEMPERATURE AND PROVIDE A 4-20 mA SIGNAL TO THE DRIVE TO INCREASE SPEED IF THE WATER TEMPERATURE RISES ABOVE 86 F. CONTRACTOR TO PROVIDE A NEW TEMPERATURE SENSOR AND WIRING. CONNECT TO EXIST. CONTROLLER.

COOLING TOWER VIBRATION SAFETY SWITCH SHALL BE DIRECTLY WIRED TO THE VFD SAFETY CIRCUIT AND SHALL SHUT DOWN THE TOWER FAN MOTOR OF THE CELL. THE VFD STATUS SHALL BE MONITORED THROUGH THE CONNECTION OF THE CONTROL SYSTEM.

AS WATER IS EVAPORATED, THE FLOAT WILL DROP AND THE MAKE-UP WATER VALVE WILL OPEN TO FILL THE TOWER WATER TO THE OPERATION LEVEL.

NEW WATER COOLED PACKAGED HEAT PUMP

UNIT DESIGNATION			WSHP - 1 VERTICAL	WSHP - 2 VERTICAL	WSHP - 3 VERTICAL	WSHP - 1.1 HORIZONTAL
AREA SERVED			THE 1ST FLOOR	THE 2ND FLOOR	THE 3RD FLOOR	SUPPLMENTAL A/C FOR THE 1ST FLOOR CHAMBER ROOM
QUANTITY			1	1	1	1
MANUFACTURER			TRANE	TRANE	TRANE	TRANE
MODEL NO.			GEVE3003	GEVE2403	GEVE2403	GEHG030B
OPERATING WEIGHT, LBS			1,640	1,609	1,609	269
CAPACITY (NOMINAL TONS)			25	20	20	2.5
ELECTRICAL SERVICE			208-230 / 3Ø / 60	208-230 / 3Ø / 60	208-230 / 3Ø / 60	208-230 / 3Ø / 60
TOTAL AIRFLOW (CFM)			7,300	5,500	5,750	950
OUTSIDE AIRFLOW (CFM)			1,250	1,050	900	0
AHRI EFFICIENCY (EER)			13.9	15.1	15.1	15.4
NET COOLING CAPACITY (MBH)		TOTAL	282.4	230.3	228.1	28.0
		SENSIBLE	178.0	149.3	150.7	22.4
TOTAL HEAT OF REJECTION / ABSORP., MBH			373.9	300.7	298.5	34.4
SINGLE POWER POINT MCA			135.8	89.9	89.9	13
CIRCUIT BREAKER SIZE (MOCP)			175	110	110	20
TOTAL FLA			123.8	82.3	82.3	10.7
COMPRESSOR		NUMBER OF COMPRESSORS	2	2	2	1
		COMPRESSOR POWER INPUT, (FLA)	-	-	-	-
		STAGES (CAPACITY)	2	2	2	1
		REFRIGERANT	R-410A	R-410A	R-410A	R-410A
		REFRIGERANT WEIGHT (OZ)	-	-	-	-
EVAPORATOR		ESP (IN.WG.)	2.0	2.0	2.0	0.3
		EAT (DB/WB) (°F)	77.7/65.3	78.0/65.6	77.5/65.0	75.0/62.5
		LAT (DB/WB) (°F)	57.4/53.4	56.7/53.6	56.0/52.9	53.4/52.1
		MOTOR HP /QTY	10.0 / 1	7.5 / 1	7.5 / 1	0.75 / 1
		MOTOR FLA (TOTAL)	-	-	-	-
		MOTOR TYPE	2 SPEED DRIVE PACKAGE H. VFD	2 SPEED DRIVE PACKAGE H. VFD	2 SPEED DRIVE PACKAGE H. VFD	CONSTANT TORQUE ECM
CONDENSER		WATER FLOW, GPM	75.0	60.0	60.0	7.5
		WATER PRESS. DROP (PSI / FT.)	14.0	15.2	15.2	9.25
		EWT / LWT (°F)	85 / 95	85 / 95	85 / 95	85 / 95
		COIL TYPE	CO-AXIAL	CO-AXIAL	CO-AXIAL	CO-AXIAL
		CONNECTION SIZE (FPT)	2"	2"	2"	3/4"
HOT GAS REHEAT		HOT GAS REHEAT CAPACITY, MBH	N / A	N / A	N / A	10.51
		HOT GAS REHEAT LAT, F	0	0	0	63.6
		HOT GAS REHEAT TEMP.RISE, F	- -	- -	- -	10.2
TYPE OF CONTROL SYSTEM			SYMBIO 500 / UC400	SYMBIO 500 / UC400	SYMBIO 500 / UC400	DELUXE 24V CONTROLS
FILTER SIZE (L x W x T) (INCHES)			2" MERV 13 20"x25"x2" (6)	2" MERV 13 20"x25"x2" (6)	2" MERV 13 20"x25"x2" (6)	2" MERV 8 -
CABINET DIMENSIONS (W x D x H) (INCHES)			82 x 36 x 68	82 x 36 x 68	82x 36 x 68	25.5 x 49.0 x 18.7

NOTES:
1. TRANE IS BASIS OF DESIGN.
2. UNIT TO BE ETL OR UL LABELED.
3. UNIT PERFORMANCE TO BE RATED IN ACCORDANCE WITH TABLE C403.2.3(16) OF THE 8TH EDITION, 2023 FLORIDA ENERGY CODE .
4. REFRIGERANT TYPE TO BE R-410A.
5. PROVIDE MODULATING HOT-GAS REHEAT TO MINIMUM 70 F ADJUSTABLE DISCHARGE AIR TEMPERATURE FOR WSHP-1.1 ONLY.
6. FOOTPRINT MUST NOT EXCEED DIMENSIONS LISTED ON DRAWINGS
7. PROVIDE FAN WITH VFD FOR BALANCING PURPOSES
8. PROVIDE 2" THICK, MINIMUM MERV 13 PANEL FILTERS.
9. CABINET WALLS AND FLOOR INSULATION TO BE 2" INJECTED FOAM WITH THERMAL BREAK PANELS; PROVIDE R-13 RATING.
10. SUPPLY FAN MOTORS TO BE PREMIUM EFFICIENCY, INVERTER READY PER NEMA STANDARD MG1.
11. DOUBLE SLOPED STAINLESS STEEL DRAIN PAN.
12. UNIT TO HAVE DDC CONTROLLER WITH SELF-CONTAINING S.A. TEMP AND HUMIDITY SENSORS FOR SUPPLY AIR CONTROL. DDC SHALL BE CAPABLE OF DX-VAV APPLICATION W/ AIR BYPASS DAMPER.
13. DDC CONTROLLER TO HAVE BACNET IP
14. PROVIDE POWER PHASE AND VOLTAGE MONITOR.
15. PROVIDE FACTORY CERTIFIED START-UP SERVICE. (3) YEAR PARTS WARRANTY AND (5) YEAR COMPRESSOR WARRANTY AND 1 YEAR FULL MAINTENANCE AGREEMENT BY FACTORY CERTIFIED AGENT FROM START UP.

CONDENSER WATER PUMP SCHEDULE

QTY.	IDENT.	SYSTEM	TYPE	MFR. & MODEL NO.	NPSH (FT.)	IMPELLER DIA. (IN)	GPM	FEET OF HEAD	WEIGHT (LBS)	MOTOR HP	MOTOR RPM	MOTOR FLA	MOTOR ELEC.	STARTER TYPE	STARTER LOCATION	STARTER DISC TYPE	REMARKS
2	NEW CWP-1, CWP-2	CLOSE LOOP CONDENSER WATER	END SUCTION	TACO FI - 2509D-4P-PM	5	8.05	203	60	329	5.0	1760	17.5	208-230/3/60	VFD	COOLING TOWER YARD	FUSED	PREMIUM, INVERTER DUTY MOTOR

NEW PUMP NOTES:
- FLANGED PIPE CONNECTIONS (INLET/OUTLET). PROVIDE FLEXIBLE PIPE CONNECTION FITTING AT THE PUMPS.
- PROVIDE ADAPTERS, PIPE OFFSETS OR TRANSITIONS ON INLET AND DISCHARGE OF PUMPS AS REQUIRED TO MAKE PUMP CONNECTIONS.
- REDUNDANCY PUMP CWP-2 WILL HAVE 100% FLOW CAPACITY. PUMP CWP-1 WILL OPERATE AND THE REDUNDANCY PUMP CWP-2 WILL BE IDLE AS A STAND-BY.
- PROVIDE FINAL CONTROLS CONNECTIONS.
- PROVIDE 3-YEAR MANUFACTURER WARRANTY. PROVIDE "TEFC" TYPE PUMP ENCLOSURE.
- PROVIDE NEMA-3R RATED VFD W/ FUSED D.S.

Cx4b Commissioning for Buildings
7957 N. University Drive, #256
Parkland, FL 33067
www.cx4buildings.com
954-461-3001
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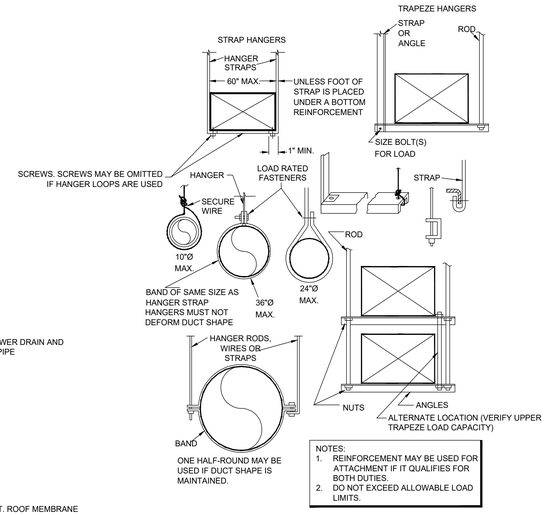
Ryan Todaro, PE
Florida PE 69240

Revisions: 1 2 3 4 5

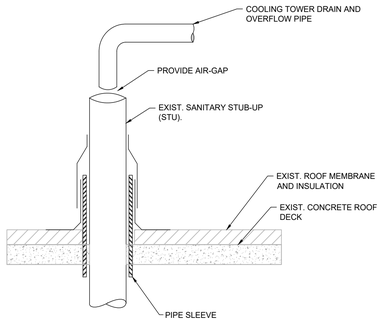
TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023

Issue Date: 04/17/24

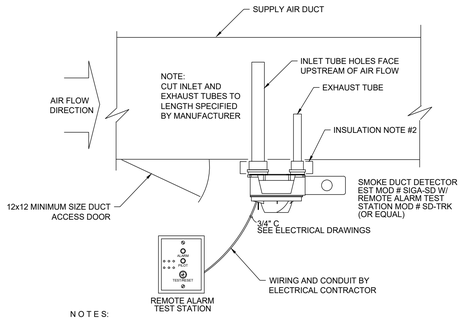
M3.2



TYPICAL DUCT SUPPORT DETAILS
SCALE: NTS



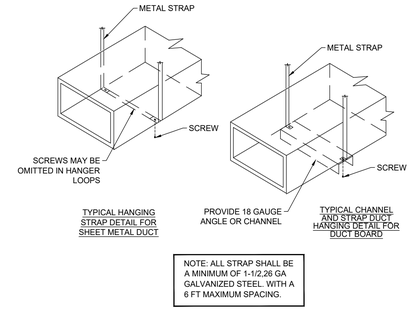
COOLING TOWER DRAIN TERMINATION DETAIL
SCALE: NTS



N O T E S:

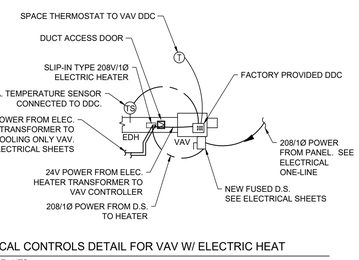
1. DETAIL SHOWS GENERAL INSTALLATION METHODS. REFER TO INDIVIDUAL MANUFACTURER FOR THEIR SPECIFIC INSTALLATION AND LOCATION INSTRUCTIONS.
2. STANDOFF BRACKET NOT REQUIRED ON NON-INSULATED DUCT.
3. CONNECT DUCT DETECTOR TO BUILDINGS FIRE ALARM SYSTEM IN ACCORDANCE WITH FBC-M 606.4.1
4. F.A. CONTRACTOR TO PROVIDE WIRING AND FINAL CONNECTIONS FROM SMOKE DETECTOR TO F.A. PANEL.

DUCT MOUNTED SMOKE DETECTOR
SCALE: NTS

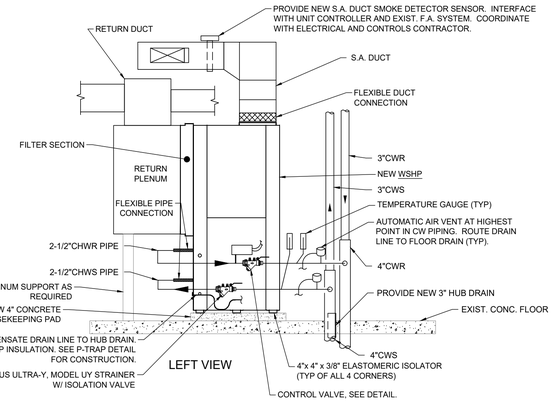


NOTE: ALL STRAP SHALL BE A MINIMUM OF 1-1/2,26 GA GALVANIZED STEEL. WITH A 6 FT MAXIMUM SPACING.

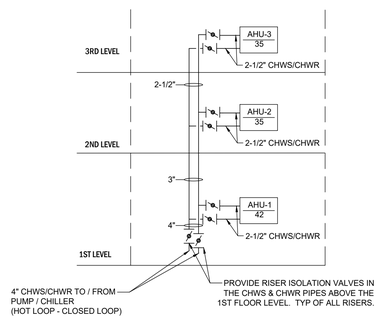
METHODS OF HANGING RIGID DUCT DETAIL
SCALE: NTS



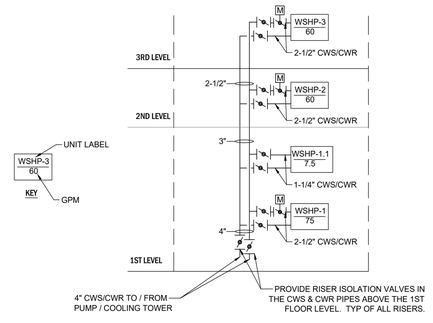
TYPICAL CONTROLS DETAIL FOR VAV W/ ELECTRIC HEAT
SCALE: NTS



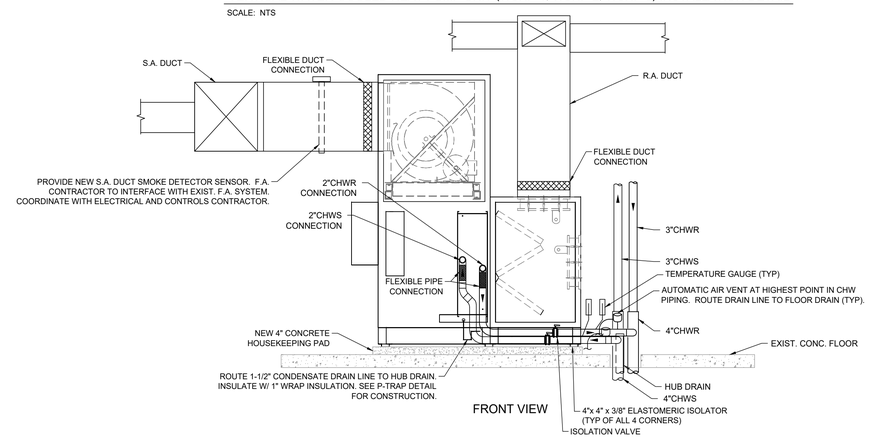
VERTICAL WATER-COOLED HEAT PUMP UNIT (WSHP-1, WSHP-2, WSHP-3) INSTALLATION DETAIL
SCALE: NTS



BUILDING CHILLED WATER RISER DIAGRAM
SCALE: NTS



BUILDING CONDENSER WATER RISER DIAGRAM
SCALE: NTS



VERTICAL CHILLED WATER UNIT (AHU-1, AHU-2, AHU-3) INSTALLATION DETAIL
SCALE: NTS

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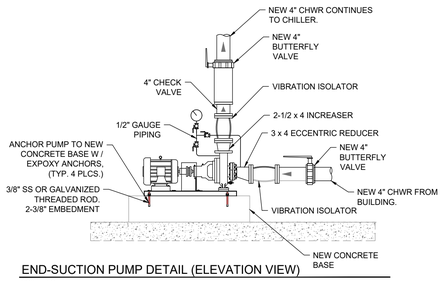
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Revisions:
1 2 3 4 5

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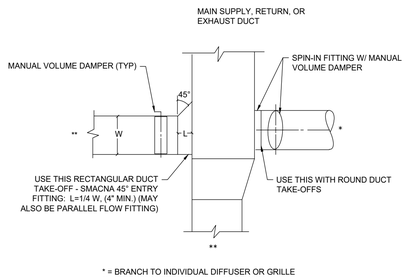
Issue Date:
04/17/24

M4.1



END-SUCTION PUMP DETAIL (ELEVATION VIEW)

SCALE: NONE

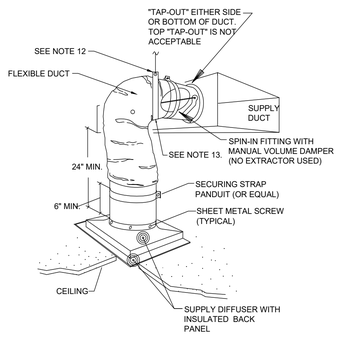


* = BRANCH TO INDIVIDUAL DIFFUSER OR GRILLE

** = SUB-MAIN, BRANCH MAIN, OR BRANCH

LOW PRESSURE DUCT VOLUME DAMPER REQUIRED DETAIL

SCALE: NTS

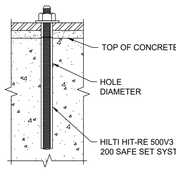


NOTES:

1. FOLLOW MFR'S INSTRUCTIONS FOR INSTALLATION OF SUPPLY DIFFUSER IN CEILING .
2. SHEET METAL DUCTS SHALL BE FABRICATED & INSTALLED PER THE LATEST EDITION OF SMACNA, AND THE FLORIDA ENERGY CONSERVATION CODE
3. ALTERNATE INTERPRETATIONS OF SMACNA DUCT MATERIAL, HANGERS AND REINFORCEMENTS ARE SUBJECT TO ENGINEER APPROVAL, AND REQUIRE SEPARATE SUBMITTAL OF THE ALTERNATES.
4. FLEXIBLE DUCT CONNECTORS SHALL BE PROVIDED AT CONNECTIONS TO ALL EQUIPMENT.
5. RECTANGULAR ELBOWS SHALL BE SQUARE NECK (SAME IN & OUT DIMENSIONS) WITH 2" DOUBLE THICKNESS TURNING VANES.
6. OFFSETS SHALL NOT REDUCE THE FREE AREA, AND SHALL NOT EXCEED 30° UNLESS OTHERWISE SPECIFIED.
7. TRANSITIONS SHALL NOT EXCEED 1:3 RATIO (4" TRANSITION PER FOOT SINGLE SIDED TRANSITION, AND 8" PER FOOT DOUBLE SIDED TRANSITION).
8. ROUND DUCT CONNECTIONS SHALL BE SPIN-IN TYPE, WITH DAMPER AND HANDLE. SPRAY PAINT LOCATIONS OF HANDLES.
9. FLEXIBLE DUCT SHALL INCLUDE AN INNER POLYETHYLENE LINER, A SPRING HELIX, 1-1/2" BLANKET INSULATION WITH A MINIMUM INSTALLED R-VALUE OF 6.0, A FOIL OUTER VAPOR BARRIER, AND BE UL-181 APPROVED.
10. ALL TAPE SHALL BE FASSON 0810 (NO SUBSTITUTIONS), SMACNA APPROVED.
11. COMPLETELY SEAL ALL SUPPLY, RETURN AND OUTSIDE AIR DUCTS WITH RCD #6 MASTIC OR "HARDCAST" MASTIC TAPE.(NO SUBSTITUTIONS)
12. HANGER WIRE OR STRAPS 5'-0" MAX DISTANCE BETWEEN SUPPORTS. MAX SAG 1/2" PER FOOT OF SUPPORT SPACING. SUPPORTS SHALL BE PROVIDED WITHIN 18" OF INTERMEDIATE FITTING AND BETWEEN INTERMEDIATE FITTINGS AND BENDS.
13. 1-1/2" GALV STEEL BAND CLAMP TO MATCH DUCT.

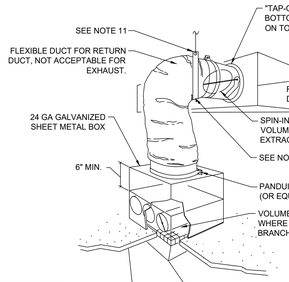
SUPPLY AIR FLEXIBLE DUCT SUPPORT DETAIL AND NOTES

SCALE: NTS



ANCHOR BOLT DETAIL

SCALE: NTS

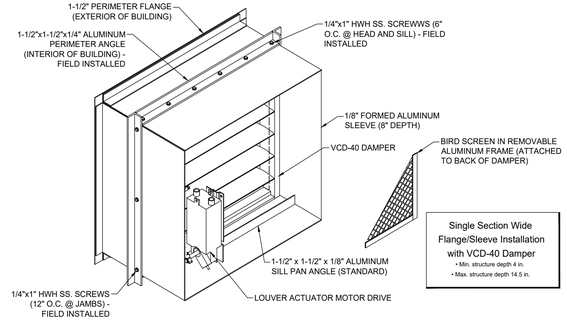


NOTES:

1. SHEET METAL DUCTS SHALL BE FABRICATED & INSTALLED PER THE LATEST EDITION OF SMACNA, AND THE FLORIDA ENERGY CONSERVATION CODE
2. ALTERNATE INTERPRETATIONS OF SMACNA DUCT MATERIAL, HANGERS AND REINFORCEMENTS ARE SUBJECT TO ENGINEER APPROVAL, AND REQUIRE SEPARATE SUBMITTAL OF THE ALTERNATES.
3. FLEXIBLE DUCT CONNECTORS SHALL BE PROVIDED AT CONNECTIONS TO ALL EQUIPMENT.
4. RECTANGULAR ELBOWS SHALL BE SQUARE NECK (SAME IN & OUT DIMENSIONS) WITH 2" DOUBLE THICKNESS TURNING VANES.
5. OFFSETS SHALL NOT REDUCE THE FREE AREA, AND SHALL NOT EXCEED 30° UNLESS OTHERWISE SPECIFIED.
6. TRANSITIONS SHALL NOT EXCEED 1:3 RATIO (4" TRANSITION PER FOOT SINGLE SIDED TRANSITION, AND 8" PER FOOT DOUBLE SIDED TRANSITION).
7. ROUND DUCT CONNECTIONS SHALL BE SPIN-IN TYPE, WITH DAMPER AND HANDLE. SPRAY PAINT LOCATIONS OF HANDLES.
8. FLEXIBLE DUCT SHALL INCLUDE AN INNER POLYETHYLENE LINER, A SPRING HELIX, 1-1/2" BLANKET INSULATION WITH A MINIMUM INSTALLED R-VALUE OF 6.0, A FOIL OUTER VAPOR BARRIER, AND BE UL-181 APPROVED.
9. ALL TAPE SHALL BE FASSON 0810 (NO SUBSTITUTIONS), SMACNA APPROVED.
10. COMPLETELY SEAL ALL SUPPLY, RETURN AND OUTSIDE AIR DUCTS WITH RCD #6 MASTIC OR "HARDCAST" MASTIC TAPE.(NO SUBSTITUTIONS)
11. HANGER WIRE OR STRAPS 5'-0" MAX DISTANCE BETWEEN SUPPORTS.
12. MAX SAG 1/2" PER FOOT OF SUPPORT SPACING.
13. SUPPORTS SHALL BE PROVIDED WITHIN 18" OF INTERMEDIATE FITTING AND BETWEEN INTERMEDIATE FITTINGS AND BENDS.
14. 1-1/2" GALV STEEL BAND CLAMP TO MATCH DUCT.
15. NO FLEXIBLE DUCT ALLOWED FOR EXHAUST GRILLE/REGISTER. USE RIGID SHEET METAL DUCT FOR EXHAUST GRILLE/REGISTER.

RETURN AIR FLEXIBLE DUCT SUPPORT DETAIL AND NOTES

SCALE: NTS



Single Section Wide Flange/Sleeve Installation with VCD-40 Damper

- Min. structure depth 4 in.
- Max. structure depth 14.5 in.

OUTSIDE AIR INTAKE LOUVER AND DAMPER ACTUATOR DETAIL

SCALE: NTS

QUALIFICATIONS:

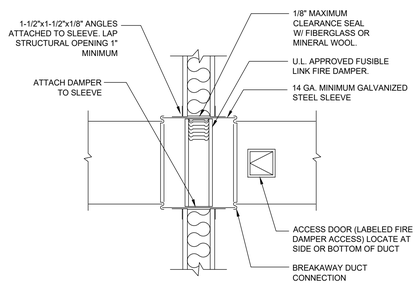
- UL 555 & CAN/ULC-S112 CLASSIFIED DYNAMIC FIRE DAMPER. 1 1/2 hr. label (File # R9492).
- Meets all the requirements of UL and NFPA 80, 90A and 101 for fire dampers in dynamic HVAC systems, as well as IBC and NBC (Canada) Building Code requirements.
- Maximum velocity: 4000 fpm @ 4" w.g. (20 m/s @ 1 kPa).

D01X4-1X Series - Maximum Performance Ratings	
UL 555 Fire Resistance Rating	1 1/2 Hour
Maximum Velocity	4000 fpm
Maximum Pressure	4 in. w.g.

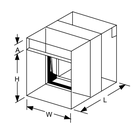
- SERIES D01X4-1X INTEGRAL SLEEVE CURTAIN FIRE DAMPERS ENSURE PROPER DAMPER MOUNTING IN SLEEVE AND CAN BE SHIPPED DIRECT TO JOB SITE FOR IMMEDIATE INSTALLATION, ELIMINATING COSTLY AND INCONVENIENT SHOP HANDLING.
- UL APPROVED FOR USE WHERE BUILDING CODES REQUIRE PROTECTION OF HVAC DUCTWORK PENETRATIONS IN WALLS, PARTITIONS OR FLOORS THAT HAVE A FIRE RESISTANCE RATING OF 2 HOURS OR LESS.
- CLASSIFIED FOR USE IN DYNAMIC SYSTEMS WHERE THE HVAC SYSTEM REMAINS OPERATIVE IN THE EVENT OF A FIRE. ALL MODELS IN THE SERIES ARE CONSTRUCTED WITH 22 GA. ROLL-FORMED G60 GALVANIZED STEEL INTEGRAL SLEEVE AVAILABLE IN 12", 14" OR 16" LENGTH.
- OPTIONAL 'QUICK-SET' RETAINING ANGLES ARE AVAILABLE TO COMPLETE THE INSTALLATION PACKAGE.

STANDARD CONSTRUCTION:

INTEGRAL SLEEVE/FRAME:	22 ga. (0.85) roll-formed G60 galvanized steel. D01X4 - 12 Length 12" D01X4 - 14 Length 14" D01X4 - 16 Length 16"
BLADES:	Curtain type interlocking blades, 22 ga. roll-formed G60 galvanized steel.
FUSIBLE LINK:	165°F (74°C) standard. UL Listed. 212°F (100°C) available.
BLADE CLOSURE:	Vertical and Horizontal mount. Stainless steel closure springs and galvanized steel locking ramps.



DIMENSIONAL DATA:



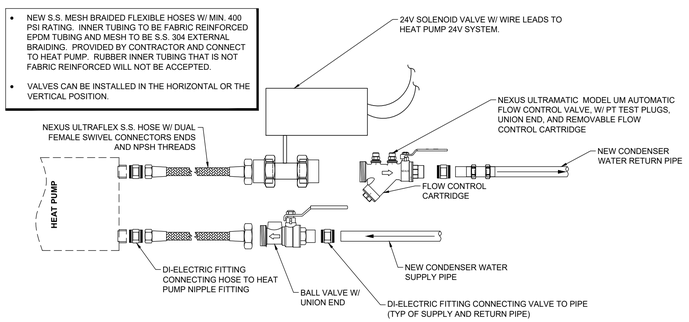
Model: D0124-1X
Type B – Blades out of airstream.
Min. size - 6" x 4"
Max. size - 36" x 32"

Duct Height (H)	Dim. 'A'
4" – 17" (102 – 432)	2" (51)
18" – 27" (457 – 686)	3" (76)
28" – 32" (711 – 813)	4" (102)

SUPPLY DUCT TYPE B FIRE DAMPER W/ INTEGRAL SLEEVE DETAILS AND SPECIFICATIONS

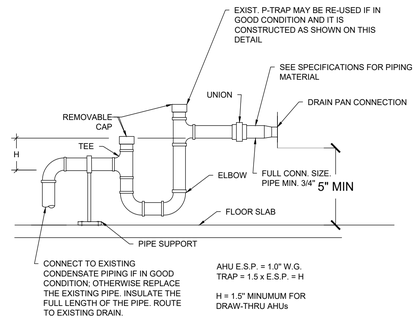
SCALE: NTS

- NEW S.S. MESH BRAIDED FLEXIBLE HOSES W/ MIN. 400 PSI RATING. INNER TUBING TO BE FABRIC REINFORCED EPDM TUBING AND MESH TO BE S.S. 304 EXTERNAL BRAIDING. PROVIDED BY CONTRACTOR AND CONNECT TO HEAT PUMP. RUBBER INNER TUBING THAT IS NOT FABRIC REINFORCED WILL NOT BE ACCEPTED.
- VALVES CAN BE INSTALLED IN THE HORIZONTAL OR THE VERTICAL POSITION.



FLOW CONTROL VALVE INSTALLATION DETAIL (FOR WSHP-1, WSHP-2, WSHP-3)

SCALE: NONE



DRAW -THRU COOLING COIL CONDENSATE DRAIN DETAIL

SCALE: NONE

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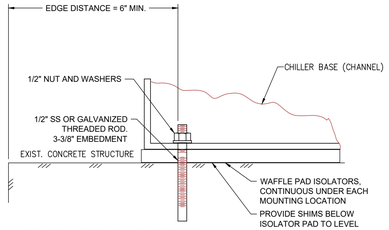
Ryan Todaro, PE
Florida PE 69240

Revisions: 1 2 3 4 5

TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023

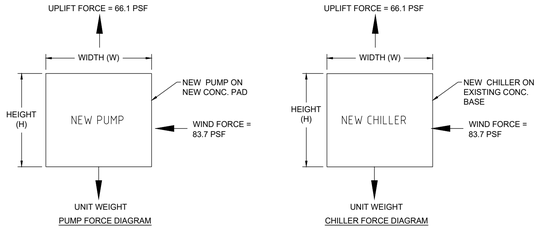
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M4.2



CHILLER ISOLATION / ANCHOR DETAIL

SCALE: NONE



WINDSPEED	190	MPH	
EXPOSURE CATEGORY	D	RISK CAT. II	
HEIGHT	1	FT	PUMP CHWP-2 ON PAD ON THE GROUND
LATERAL WIND LOAD	83.7	PSF	
UPLIFT WIND LOAD	66.1	PSF	

NEW UNIT	AREA OF LARGEST SIDE (L X H) (L)	(H)	AREA	UNIT WIDTH (W)
	3.6	1.8	6.30 SF	1.4 FT.

WIND FORCE ON LARGEST SIDE (WIND PRESSURE X L)
83.7 PSF X 6.30 SF = 527 LBS FORCE

OVERTURNING MOMENT (FORCE X 0.5 X H)
527 LBS FORCE 0.88 FT = 464 FT. LBS

LESS OPPOSITE MOMENT FROM WEIGHT OF UNIT (WEIGHT X 0.5 WIDTH)
458 LBS X 0.7 FT = 328 FT. LBS

RESULTANT MOMENT
OVERTURNING MOMENT DUE TO WIND - MOMENT FROM WEIGHT
464 FT. LBS - 328 FT. LBS 135 FT. LBS

UPLIFT FORCE ON WINDWARD SIDE DUE TO RESULTANT MOMENT
RESULTANT MOMENT / WIDTH (W)
135 FT. LBS / 1.43 FT. = 94 LBS

HORIZONTAL AREA X UPLIFT WIND LOAD
3.6 X 1.4 = 5.14 SF

UPLIFT FORCE DUE TO UPLIFT WIND LOAD
HORIZONTAL AREA X UPLIFT WIND LOAD
5.14 SF X 66.10 PSF = 339 LBS
UPLIFT ON ONE SIDE 339 / 2 = 170 LBS

TOTAL UPLIFT FORCE DUE TO MOMENT AND UPLIFT WIND LOAD
UPLIFT DUE TO MOMEMENT + UPLIFT DUE TO UPLIFT WIND LOAD
94 LBS + 170 LBS = 264 LBS

264 LBS UPLIFT FORCE ON WINDWARD SIDE
2 ATTACHMENTS PER SIDE = 132 LBS MIN. REQ'D PER ATTACHMENT (TENSION)
527 LBS TOTAL HORIZ. FORCE PER UNIT
4 ATTACHMENTS PER UNIT = 131 LBS. MIN REQ'D PER ATTACHMENT (SHEAR)

PUMP CHWP-2 WINDLOAD CALCULATIONS

WIND LOAD CALCULATIONS ARE FOR NEW PUMP CHWP-2 MOUNTED ON GRADE ON NEW CONCRETE PAD.

CONNECTION SCHEDULE:

SEE ATTACHMENT DETAIL ON THIS SHEET. THERE ARE 2 ANCHOR BOLTS ON EACH SIDE, 4 TOTAL.

WINDSPEED	190	MPH	
EXPOSURE CATEGORY	D	RISK CAT. II	
HEIGHT	1	FT	CHILLER ON PAD ON THE GROUND
LATERAL WIND LOAD	83.7	PSF	
UPLIFT WIND LOAD	66.1	PSF	

NEW UNIT	AREA OF LARGEST SIDE (L X H) (L)	(H)	AREA	UNIT WIDTH (W)
	12.8	7.1	90.90 SF	7.4 FT.

WIND FORCE ON LARGEST SIDE (WIND PRESSURE X L)
83.7 PSF X 90.90 SF = 7,609 LBS FORCE

OVERTURNING MOMENT (FORCE X 0.5 X H)
7,609 LBS FORCE 3.54 FT = 26,947 FT. LBS

LESS OPPOSITE MOMENT FROM WEIGHT OF UNIT (WEIGHT X 0.5 WIDTH)
5,194 LBS X 3.7 FT = 19,261 FT. LBS

RESULTANT MOMENT
OVERTURNING MOMENT DUE TO WIND - MOMENT FROM WEIGHT
26,947 FT. LBS - 19,261 FT. LBS 7,686 FT. LBS

UPLIFT FORCE ON WINDWARD SIDE DUE TO RESULTANT MOMENT
RESULTANT MOMENT / WIDTH (W)
7,686 FT. LBS / 7.42 FT. = 1,036 LBS

HORIZONTAL AREA X UPLIFT WIND LOAD
12.8 X 7.4 = 95.18 SF

UPLIFT FORCE DUE TO UPLIFT WIND LOAD
HORIZONTAL AREA X UPLIFT WIND LOAD
95.18 SF X 66.10 PSF = 6,291 LBS
UPLIFT ON ONE SIDE 6291 / 2 = 3,146 LBS

TOTAL UPLIFT FORCE DUE TO MOMENT AND UPLIFT WIND LOAD
UPLIFT DUE TO MOMEMENT + UPLIFT DUE TO UPLIFT WIND LOAD
1,036 LBS + 3146 LBS = 4,182 LBS

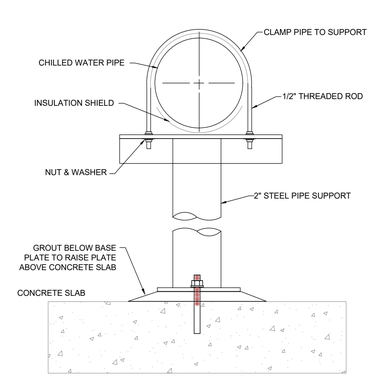
4,182 LBS UPLIFT FORCE ON WINDWARD SIDE
3 ATTACHMENTS PER SIDE = 1394 LBS MIN. REQ'D PER ATTACHMENT (TENSION)
7,609 LBS TOTAL HORIZ. FORCE PER UNIT
6 ATTACHMENTS PER UNIT = 1268 LBS. MIN REQ'D PER ATTACHMENT (SHEAR)

CHILLER CH-1 WINDLOAD CALCULATIONS

WIND LOAD CALCULATIONS ARE FOR NEW LIKE-FOR-LIKE REPLACEMENT CHILLER MOUNTED ON GRADE ON EXISTING CONCRETE BASE.

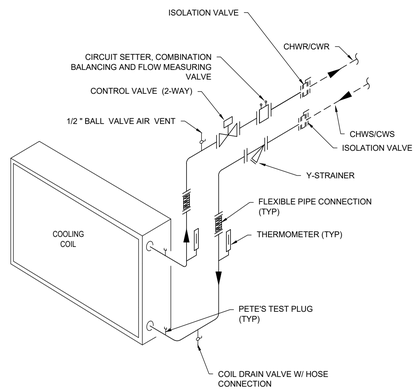
CONNECTION SCHEDULE:

SEE ATTACHMENT DETAIL ON THIS SHEET. THERE ARE 3 ANCHOR BOLTS ON EACH SIDE, 6 TOTAL.



TYPICAL CHILLED/CONDENSER WATER PIPE SUPPORT STAND INSTALLATION DETAIL

SCALE: NONE



2-WAY VALVE WATER PIPING AT AHU DETAIL

SCALE: NONE

GENERAL NOTES FOR ANCHOR BOLTS

1) EXCEPT WHERE INDICATED ON THE DRAWINGS, SCREW ANCHORS SHALL CONSIST OF THE FOLLOWING ANCHOR TYPES AS PROVIDED BY HILTI, INC. OR EQUAL.

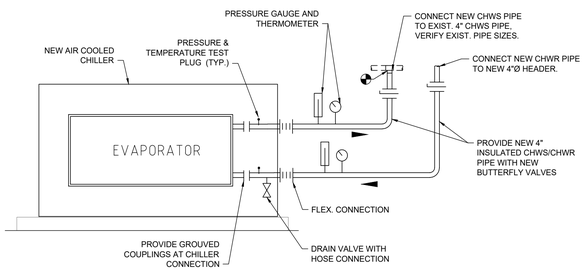
   a) ANCHORAGE TO CONCRETE

   i) ADHESIVE ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE:
      (1) HILTI HIT-RE 500 V3 SAFE SET SYSTEM WITH HILTI HOLLOW DRILL BIT (TE-CD OR TE-YD) AND VC 20/40 VACUUM (VC 20-U OR VC 40-U) WITH HAS-E THREADED ROD PER ICC ESR-3814 OR EQUAL.
      (2) (2) HILTI HIT-RE 500 V3 SAFE SET SYSTEM WITH HILTI ROUGHENING TOOL (TE-YRT) WITH HAS-E THREADED ROD PER ICC ESR-3814 FOR DIAMOND CORED HOLES OR EQUAL.

2) ANCHOR CAPACITY USED IN DESIGN SHALL BE BASED ON THE TECHNICAL DATA PUBLISHED BY HILTI OR SUCH OTHER METHOD AS APPROVED BY THE ENGINEER OF RECORD. SUBSTITUTION REQUESTS FOR ALTERNATE PRODUCTS MUST BE APPROVED IN WRITING BY THE STRUCTURAL ENGINEER OF RECORD PRIOR TO USE. CONTRACTOR SHALL PROVIDE CALCULATIONS DEMONSTRATING THAT THE SUBSTITUTED PRODUCT IS CAPABLE OF ACHIEVING THE PERFORMANCE VALUES OF THE SPECIFIED PRODUCT. SUBSTITUTIONS WILL BE EVALUATED BY THEIR HAVING AN ICC ESR SHOWING COMPLIANCE WITH THE RELEVANT BUILDING CODE FOR SEISMIC USES, LOAD RESISTANCE, INSTALLATION CATEGORY, AND AVAILABILITY OF COMPREHENSIVE INSTALLATION INSTRUCTIONS. ADHESIVE ANCHOR EVALUATION WILL ALSO CONSIDER CREEP, IN-SERVICE TEMPERATURE AND INSTALLATION TEMPERATURE.

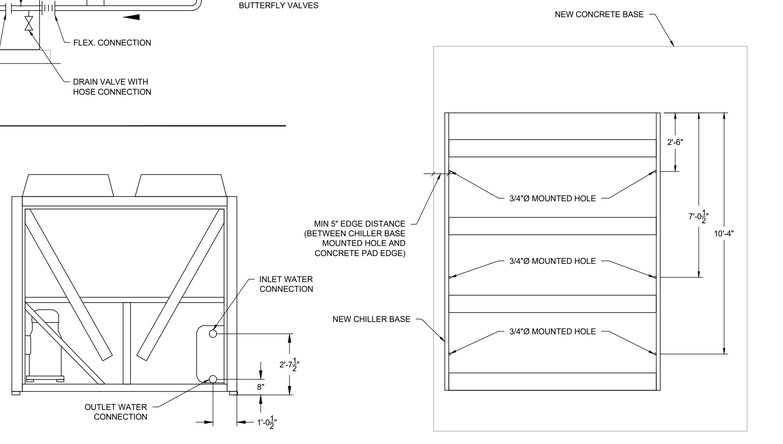
3) INSTALL ANCHORS PER THE MANUFACTURER INSTRUCTIONS, AS INCLUDED IN THE ANCHOR PACKAGING.

4) ANCHOR CAPACITY IS DEPENDANT UPON SPACING BETWEEN ADJACENT ANCHORS AND PROXIMITY OF ANCHORS TO EDGE OF CONCRETE. INSTALL ANCHORS IN ACCORDANCE WITH SPACING AND EDGE CLEARANCES INDICATED ON THE DRAWINGS AND CALCULATIONS BELOW.



TYPICAL CHILLER PIPING DETAIL

SCALE: NONE



CHILLER BACK VIEW AND CHILLER BASE VIEW

SCALE: NONE

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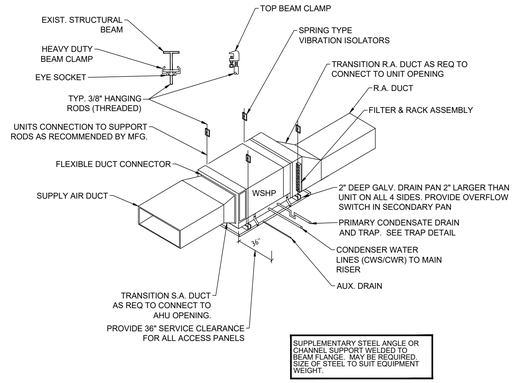
Ryan Todaro, PE
Florida PE 69240

Revisions: 1 2 3 4 5

TOWN OF PEMBROKE PARK TOWNHALL
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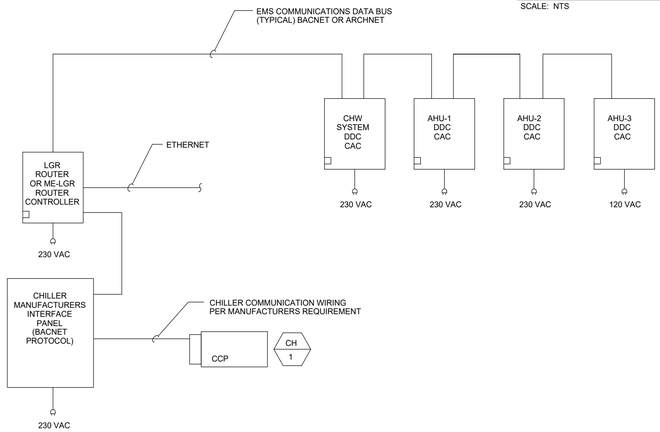
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M4.3



SUSPENDED HORIZONTAL WSHP-1.1 INSTALLATION DETAIL

SCALE: NTS

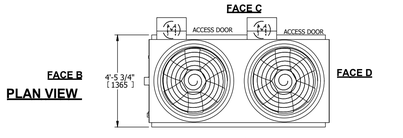


ENERGY MANAGEMENT SYSTEM - CONFIGURATION DIAGRAM

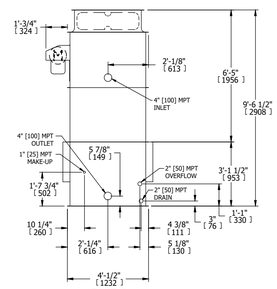
GENERAL NOTES

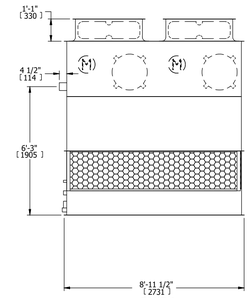
1. THIS DRAWING IS A SCHEMATIC REPRESENTATION OF THE ENERGY MANAGEMENT SYSTEM (EMS) ARCHITECTURE, TO THE AHU CONTOLLER LEVEL ONLY; REFER TO OTHER SHEETS FOR POINT ASSIGNMENT TO THE VARIOUS CONTROLLERS.
2. 120 VOLT POWER SHALL BE PROVIDED TO THE ROUTER/ROUTER-CONTROLLER, CHW PANEL, AND AIR HANDLING UNIT CAC PANELS UNDER DIVISION 26. EXTENSION OF POWER TO ACTUATORS AND SIMILAR DEVICES SHALL BE PERFORMED UNDER DIVISION 23. 24 VOLT POWER FOR VAV BOX ASC'S SHALL BE PROVIDED FROM A TRANSFORMER PROVIDED WITH THE DUCT HEATER.
3. THE EMS COMMUNICATION DATA BUS WIRING SHALL BE DEDICATED TO THE EMS SYSTEM AND BE IN ACCORDANCE WITH THE MANUFACTURERS REQUIREMENTS.
4. COMMUNICATION CABLING SHALL BE RUN IN CONDUIT WHERE EXPOSED AND IN EQUIPMENT ROOMS AND SHALL BE PROVIDED UNDER DIVISION 23. COMMUNICATIONS CABLING ABOVE CEILINGS SHALL BE PLENUM RATED AND MAY BE RUN WITHOUT CONDUIT BUT SHALL BE PROPERLY SUPPORTED USING BRIDAL RINGS OR 'J' HOOKS OFF CABLE TRAY.
5. MISCELLANEOUS POINTS MAY TIE INTO THE NEAREST CAC OR A GENERIC CONTROLLER MAY BE PROVIDED. VFD COMMUNICATION CABLING SHALL TIE INTO THEIR ASSOCIATED CAC OR BE A PART OF THE COMMUNICATIONS BUS AS STANDARD WITH THE CONTROLS MANUFACTURER.
6. AHU AND CHILLED WATER SYSTEM CONTROLLERS SHALL BE OF THE CUSTOM APPLICATION TYPE.
7. VFDS AND VAV BOX APPLICATION SPECIFIC CONTROLLERS ARE NOT SHOWN, BUT SHALL BE TIED INTO THE NETWORK.
8. EXACT CONFIGURATION OF INTERCONNECTING COMMUNICATIONS DATA BUS IS AT THE INSTALLERS OPTION.
9. INTERFACE TO CHILLERS AS SHOWN IS BASED UPON THE CHILLER MANUFACTURER USED A S THE BASIS OF DESIGN (TRANE). COORDINATE WITH THE ACTUAL EQUIPMENT FURNISHED. INTERFACE PANEL WHERE REQUIRED SHALL BE FURNISHED BY THE CHILLER MANUFACTURER. PROVIDE INTERFACE FOR GENERATOR AND PV SYSTEM.
10. ALL CAC'S SHALL BE LOCATED WITHIN A CONTROL PANEL ENCLOSURE.
11. PROVIDE MULTIPLE PANELS OR EXTENSION MODULES WHERE REQUIRED DUE TO I/O COUNT.
12. PROVIDE ALL NECESSARY MEDIA CONVERTERS, ETHERNET CARDS, HUBS, REPEATERS, ROUTERS, PROTOCOL TRANSLATORS/GATEWAYS HARDWARE, FIRMWARE AND SOFTWARE AS REQUIRED FOR THE COMMUNICATIONS NETWORK.

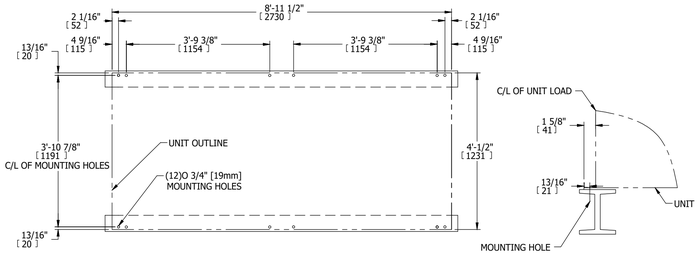
NOTES:
1. (M)- FAN MOTOR LOCATION
2. HEAVIEST SECTION IS UPPER SECTION
3. MPT DENOTES MALE PIPE THREAD
   FPT DENOTES FEMALE PIPE THREAD
   BFW DENOTES BEVELED FOR WELDING
   GVD DENOTES GROOVED
   FLG DENOTES FLANGE
4. +UNIT WEIGHT DOES NOT INCLUDE ACCESSORIES (SEE ACCESSORY DRAWINGS)
5. MAKE-UP WATER PRESSURE 20 psi MIN [137 kPa], 50 psi MAX [344 kPa]
6. 3/4" [19MM] DIA. MOUNTING HOLES. REFER TO RECOMMENDED STEEL SUPPORT DRAWING.
7. DIMENSIONS LISTED AS FOLLOWS: ENGLISH FT-IN [METRIC] [mm]



PLAN VIEW







PLAN VIEW

TYPICAL END VIEW

NOTES:
1. BEAMS SHOULD BE SIZED IN ACCORDANCE WITH ACCEPTED STRUCTURAL PRACTICES. MAXIMUM DEFLECTION OF BEAM UNDER UNIT TO BE 1/360 OF UNIT LENGTH NOT TO EXCEED 1/2" [13mm].
2. DEFLECTION MAY BE CALCULATED BY USING 55% OF THE OPERATING WEIGHT AS A UNIFORM LOAD ON EACH BEAM. SEE CERTIFIED PRINT FOR OPERATING WEIGHT.
3. SUPPORT BEAMS AND ANCHOR HARDWARE ARE TO BE FURNISHED BY OTHERS. ANCHOR HARDWARE TO BE ASTM A490 5/8" [16mm] BOLT OR EQUIVALENT.
4. BEAMS MUST BE LOCATED UNDER THE FULL LENGTH OF THE PAN SECTION.
5. SUPPORTING BEAM SURFACE MUST BE LEVEL. DO NOT LEVEL THE UNIT BY PLACING SHIMS BETWEEN THE UNIT MOUNTING FLANGE AND THE SUPPORTING BEAM.
6. THE FACTORY RECOMMENDED STEEL SUPPORT CONFIGURATION IS SHOWN. CONSULT THE FACTORY FOR ALTERNATE SUPPORT CONFIGURATIONS.
7. UNIT SHOULD BE POSITIONED ON STEEL SUCH THAT THE ANCHORING HARDWARE FULLY PENETRATES THE BEAM'S FLANGE AND CLEARS THE BEAM'S WEB.
8. WHEN VIBRATION ISOLATION IS REQUIRED, THE VIBRATION ISOLATORS (BY OTHERS) MUST BE LOCATED UNDER THE SUPPORTING BEAMS AND NOT BETWEEN THE SUPPORTING STEEL BEAMS AND THE UNIT.
9. DIMENSIONS LISTED AS FOLLOWS: ENGLISH FT-IN [METRIC] [mm]

COOLING TOWER DETAIL

SCALE: NTS

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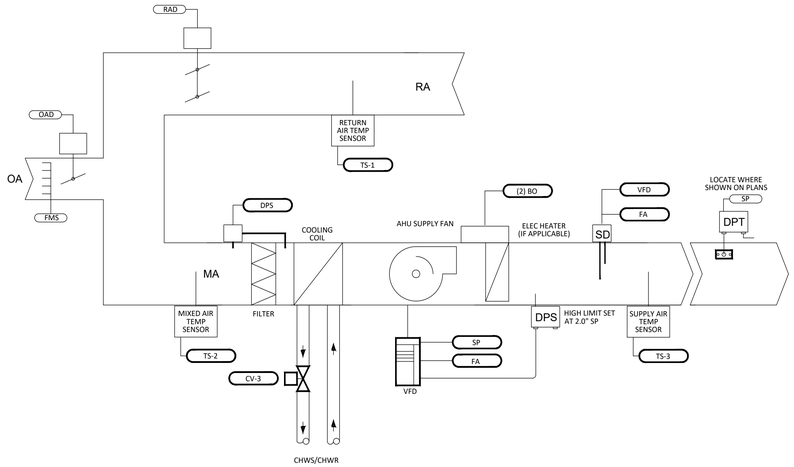
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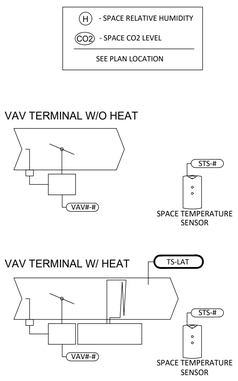
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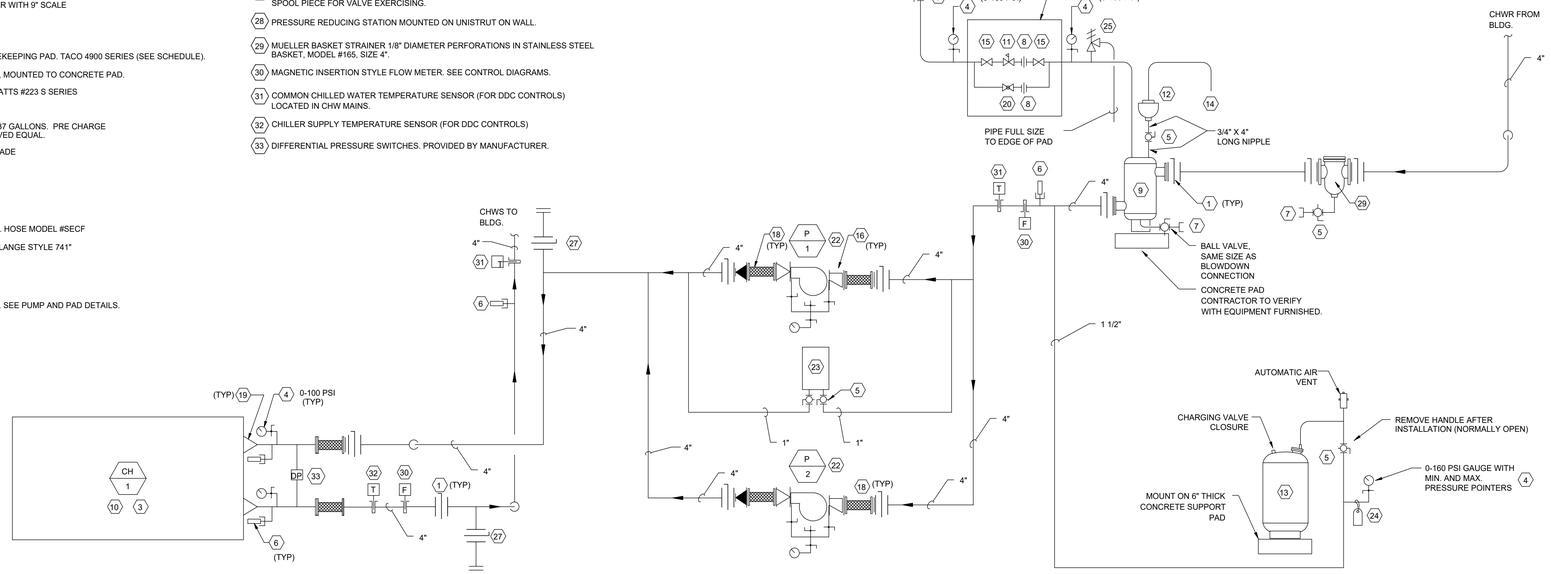
SEQUENCE OF OPERATION

1. AIR HANDLING UNIT SHALL BE STARTED AND STOPPED FROM INPUT FROM BUIDING MANAGEMENT TIMECLOCK.
2. OUTSIDE AIR DAMPER OAD SHALL BE INTERLOCKED TO OPEN WHEN AHU IS OPERATING DURING OCCUPIED HOURS. OUTSIDE AIR DAMPER SHALL MODULATE TO MAINTAIN DESIGN OUTSIDE AIR FLOW. THE AIRFLOW MEASURING STATION (FMS) MOUNTED IN THE OUTSIDE AIR DUCT SHALL SEND A SIGNAL TO THE AHU CONTROLLER REPORTING THE OUTSIDE AIR CFM. THE RETURN AIR DAMPER SHALL MODULATE TO MAINTAIN THE REQUIRED OUTSIDE AIR AT ALL TIMES. THE RETURN AIR DAMPER SHALL NOT MODULATE LOWER THAN 60% CLOSED (ADJUSTABLE) AT ANY TIME TO ASSURE NO DUCT DAMAGE OCCURS.
3. AHU FAN SPEED SHALL BE CONTROLLED TO MAINTAIN SUPPLY AIR STATIC PRESSURE SET-POINT OF 1.5" W.G. (ADJ.). STATIC PRESSURE SET-POINT SHALL BE RESET LOWER IF ALL VAV BOXES ARE SATISFIED AND NOT 100% OPEN. STATIC PRESSURE SET-POINT SHALL BE RESET HIGHER IF ANY VAV BOX OPENS 100%, AND AIRFLOW IS BELOW SETPOINT.
4. CHILLED WATER VALVE SHALL BE OPENED TO MAINTAIN SUPPLY AIR TEMPERATURE SET-POINT OF 55 DEG. F (ADJ.).
5. CONDENSATE FLOAT SWITCH SHALL BE WIRED TO SHUT DOWN UNIT AND CLOSE CHILLED WATER VALVE IF WATER IS SENSED.
6. SMOKE DETECTOR SHALL SHUT DOWN AHU AND PROVIDE SIGNAL TO FIRE ALARM SYSTEM IF SMOKE IS SENSED.
7. VAV BOXES SHALL MODULATE THE MOTORIZED DAMPER TO MAINTAIN FLOW BETWEEN MAXIMUM AND MINIMUM AIR FLOW SETPOINTS. THE DAMPER SHALL OPEN IF THE SPACE TEMPERATURE RISES ABOVE SETPOINT. THE DAMPER SHALL CLOSE IF THE SPACE TEMPERATURE DROPS BELOW SETPOINT. ON A FURTHER DROP IN SPACE TEMPERATURE TO THE HEATING SETPOINT, THE VAV BOX SHALL CONTROL THE DAMPER TO MAINTAIN THE HEATING AIRFLOW SETPOINT. ONCE THE HEATING AIRFLOW SETPOINT IS REACHED, VAV TERMINALS WITH HEAT SHALL ENERGIZE THE HEATERS TO RAISE THE DISCHARGE AIR TEMPERATURE AND HEAT THE SPACE.
8. IF THE RETURN AIR TEMPERATURE DROPS BELOW 70F (ADJ.), THE SUPPLY AIR TEMPERATURE SETPOINT SHALL INCREASE FROM 55F TO 60F (ADJ.).
9. HUMIDITY SET POINT: THERE SHALL BE SEPARATE OCCUPIED / UNOCCUPIED HIGH HUMIDITY SET POINTS. DURING OCCUPIED PERIODS THE HIGH HUMIDITY SET POINT SHALL BE 55 PERCENT (ADJUSTABLE), WITH AN ALARM SHALL GENERATED SHOULD THE HUMIDITY EXCEED THE SETPOINT. DURING UNOCCUPIED PERIODS, THE HIGH HUMIDITY SET POINT SHALL BE 60 PERCENT (ADJUSTABLE), SHOULD THE UNOCCUPIED HUMIDITY EXCEED THE SETPOINT AN ALARM SHALL BE GENERATED AND THE UNOCCUPIED DEHUMIDIFICATION MODE INITIATED.
10. UNOCCUPIED DEHUMIDIFICATION MODE: THE SYSTEM MONITORS HUMIDITY SIGNALS FROM AHU. IF AT LEAST ONE AHU IS INDICATING A HIGH HUMIDITY CONDITION AND IT HAS BEEN AT LEAST 2 HOURS SINCE THE CHILLER HAS TURNED OFF, THEN THE SYSTEM WILL INITIATE A DEHUMIDIFICATION CYCLE. TO MAINTAIN A PROPER LOAD ON THE CHILLER ALL AHU WILL BE ENABLED. THE CYCLE WILL RUN FOR A MAXIMUM OF 2 HOURS EVERY 12 HOURS AND A MINIMUM OF 1 HOUR. IF ALL HIGH HUMIDITY SIGNALS HAVE NOT RETURNED TO NORMAL AFTER 2 HOURS THEN THE CYCLE WILL STOP AND AN ALARM SHALL BE GENERATED INDICATING THIS CONDITION. IF THE CHILLER IS UNABLE TO PRODUCE PROPER CHILLED WATER WITHIN 30 MINUTES OF THE DEHUMIDIFICATION CYCLE STARTING THEN THE CYCLE WILL BE STOPPED AND AN ALARM SHALL BE GENERATED. THE SYSTEM WILL ALSO PROVIDE AN ADDITIONAL ALARM IF THE HUMIDITY DOES NOT RETURN TO NORMAL FOR A PERIOD OF 24 CONTINUOUS HOURS.
11. CO2 CONTROL: THE CO2 LEVEL, AS DETECTED BY SPACE CO2 SENSORS (ONE PER UNIT), SHALL BE USED TO MODULATE OUTSIDE AIR DAMPER TO MAXIMUM OUTSIDE AIR SETTING WHEN THE LEVEL OF THE CO2 SENSOR EXCEEDS THE SET POINT (900 PPM - ADJUSTABLE). WHEN CO2 LEVEL FALLS BELOW THE MINIMUM SETPOINT (400 PPM - ADJUSTABLE), THE OUTSIDE AIR DAMPER SHALL MODULATE BACK TO MINIMUM OUTSIDE AIR SETTING. THE AHU CONTROLLER SHALL SUM THE TERMINAL BOX AIRFLOWS TO ENSURE THE OUTSIDE AIR SETPOINT IS EQUAL TO OR LESS THAN THE SUM OF THE TERMINAL BOX AIRFLOWS.

VARIABLE AIR VOLUME AHU. CONTROL DIAGRAM AND SEQUENCE OF CONTROL

PLAN NOTES

1. BUTTERFLY VALVE WITH TAPPED LUGGED BODY. VALVES 6" AND LARGER TO BE PROVIDED WITH GEAR OPERATED HAND WHEEL. VALVES 4" AND SMALLER TO BE PROVIDED WITH LEVER HANDLE AND MEMORY STOP. PROVIDE EXTENDED HANDLES TO CLEAR INSULATION.
2. SILENT CHECK VALVE, LIFT TYPE, NIBCO MODEL F910.
3. PROVIDE WITH MANUAL AIR VENT AT EVAPORATOR.
4. PRESSURE GAUGE (LIQUID FILLED) WITH 3/4" BALL COCK VALVE, RANGE AS NOTED.
5. BALL VALVE WITH EXTENDED NECK.
6. THERMOMETER WELL AND 0-100°F THERMOMETER WITH 9" SCALE
7. HOSE END CONNECTION
8. UNION
9. AIR SEPERATOR, LINE SIZE, MOUNTED ON HOUSEKEEPING PAD. TACO 4900 SERIES (SEE SCHEDULE).
10. AIR COOLED CHILLER ON NEOPRENE ISOLATORS, MOUNTED TO CONCRETE PAD.
11. PRESSURE REDUCING VALVE, SET AT 25 PSIG, WATTS #223 S SERIES
12. 3/4" AIR ELIMINATOR, WRIGHT-AUSTIN 90-AC
13. FULL ACCEPTANCE BLADDER EXPANSION TANK, 37 GALLONS. PRE CHARGE PRESSURE 25 PSIG, TACO CA-140-125 OR APPROVED EQUAL.
14. 3/4" TYPE "L" COPPER LINE, PIPE TO 6" ABOVE GRADE
15. GATE VALVE
16. SUCTION DIFFUSER
17. NOT APPLICABLE.
18. 4" DIA. FLEXIBLE PIPE CONNECTOR TO PUMP, S.E. HOSE MODEL #SECF
19. FLANGE ADAPTOR, VICTAULIC PRODUCTS, "VIC-FLANGE STYLE 741"
20. GLOBE VALVE
21. CONCENTRIC INCREASER
22. END SUCTION PUMP, MOUNT ON CONCRETE PAD. SEE PUMP AND PAD DETAILS.
23. CHEMICAL TREATMENT SYSTEM WITH POT FEEDER SET ON CONCRETE PAD. SEE DETAIL.
24. STAMPED METAL TAG. TAG TO READ: MIN. PRESS. = 25 PSIG, MAX. PRESS = 70 PSIG IN MINIMUM 1/4" HIGH LETTERS.
25. PRESSURE RELIEF VALVE 40 PSIG SETPOINT, WATTS #174A OR EQUAL
26. 4" DIA. FLEXIBLE PIPE CONNECTOR TO CHILLER, S.E. HOSE MODEL #SECF
27. 4" BUTTERFLY VALVE WITH TAPPED LUGGED BODY, EXTENDED LEVER OPERATOR AND SPOOL PIECE FOR VALVE EXERCISING.
28. PRESSURE REDUCING STATION MOUNTED ON UNISTRUT ON WALL.
29. MUELLER BASKET STRAINER 1/8" DIAMETER PERFORATIONS IN STAINLESS STEEL BASKET, MODEL #165, SIZE 4".
30. MAGNETIC INSERTION STYLE FLOW METER. SEE CONTROL DIAGRAMS.
31. COMMON CHILLED WATER TEMPERATURE SENSOR (FOR DDC CONTROLS) LOCATED IN CHW MAINS.
32. CHILLER SUPPLY TEMPERATURE SENSOR (FOR DDC CONTROLS)
33. DIFFERENTIAL PRESSURE SWITCHES. PROVIDED BY MANUFACTURER.



CHILLER YARD SCHEMATIC

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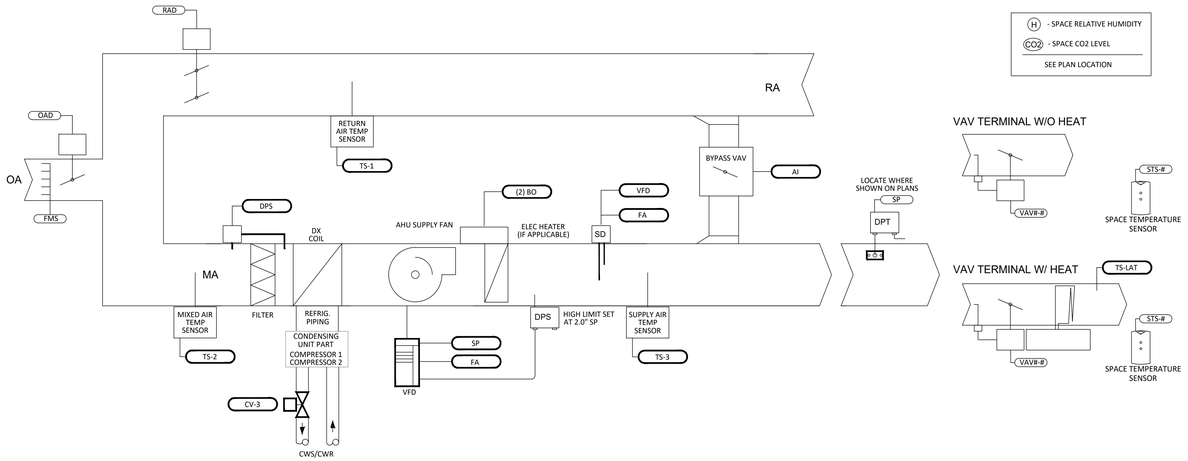
Ryan Todaro, PE
Florida PE 69240

Revisions:
1
2
3
4
5

TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023

Issue Date:
04/17/24

M5.1



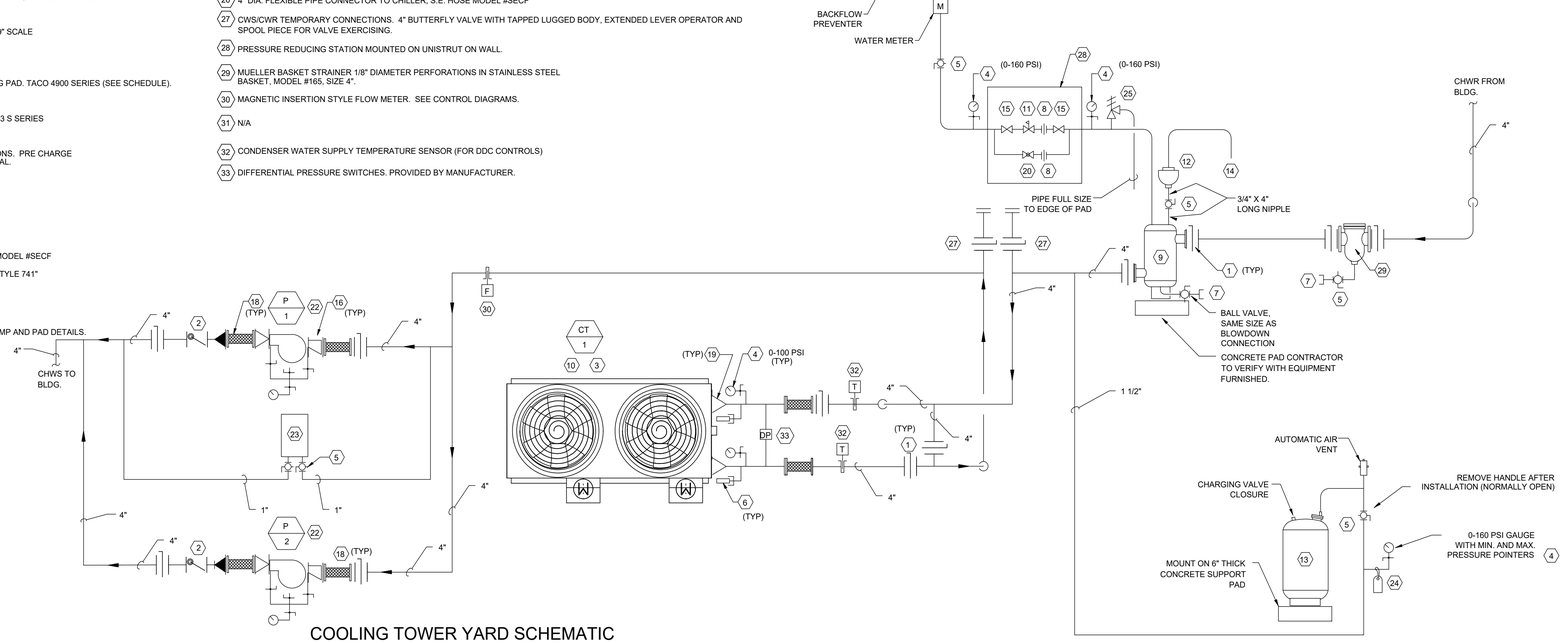
VARIABLE AIR VOLUME WSHP. CONTROL DIAGRAM AND SEQUENCE OF CONTROL

SEQUENCE OF OPERATION

1. AIR HANDLING UNIT SHALL BE STARTED AND STOPPED FROM INPUT FROM BUIDING MANAGEMENT TIMECLOCK.
2. OUTSIDE AIR DAMPER OAD SHALL BE INTERLOCKED TO OPEN WHEN AHU IS OPERATING. OUTSIDE AIR DAMPER SHALL MODULATE TO MAINTAIN DESIGN OUTSIDE AIR FLOW. THE AIRFLOW MEASURING STATION (FMS) MOUNTED IN THE OUTSIDE AIR DUCT SHALL SEND A SIGNAL TO THE AHU CONTROLLER REPORTING THE OUTSIDE AIR CFM. THE RETURN AIR DAMPER SHALL MODULATE TO MAINTAIN THE REQUIRED OUTSIDE AIR AT ALL TIMES. THE RETURN AIR DAMPER SHALL NOT MODULATE LOWER THAN 60% CLOSED (ADJUSTABLE) AT ANY TIME TO ASSURE NO DUCT DAMAGE OCCURS.
3. AHU FAN SPEED SHALL BE CONTROLLED TO MAINTAIN SUPPLY AIR STATIC PRESSURE SET-POINT OF 1.5" W.G. (ADJ.). STATIC PRESSURE SET-POINT SHALL BE RESET LOWER IF ALL VAV BOXES ARE SATISFIED AND NOT 100% OPEN. STATIC PRESSURE SET-POINT SHALL BE RESET HIGHER IF ANY VAV BOX OPENS 100%. AND AIRFLOW IS BELOW SETPOINT.
4. THE CONDENSER WATER VALVE SHALL BE INTERFACED W/ THE COMPRESSOR OPERATION. THE VALVE SHALL OPEN WHEN THE COMPRESSORE OPERATES AND CLOSES WHEN THE COMPRESSORS ARE DE-ENERGIZED.
5. CONDENSATE FLOAT SWITCH SHALL BE WIRED TO SHUT DOWN UNIT IF WATER IS SENSED.
6. SMOKE DETECTOR SHALL SHUT DOWN AHU AND PROVIDE SIGNAL TO FIRE ALARM SYSTEM IF SMOKE IS SENSED.
7. VAV BOXES SHALL MODULATE THE MOTORIZED DAMPER TO MAINTAIN FLOW BETWEEN MAXIMUM AND MINIMUM AIR FLOW SETPOINTS. THE DAMPER SHALL OPEN IF THE SPACE TEMPERATURE RISES ABOVE SETPOINT. THE DAMPER SHALL CLOSE IF THE SPACE TEMPERATURE DROPS BELOW SETPOINT. ON A FURTHER DROP IN SPACE TEMPERATURE TO THE HEATING SETPOINT, THE VAV BOX SHALL CONTROL THE DAMPER TO MAINTAIN THE HEATING AIRFLOW SETPOINT. ONCE THE HEATING AIRFLOW SETPOINT IS REACHED, VAV TERMINALS WITH HEAT SHALL ENERGIZE THE HEATERS TO RAISE THE DISCHARGE AIR TEMPERATURE AND HEAT THE SPACE.
8. IF THE RETURN AIR TEMPERATURE DROPS BELOW 70F (ADJ.), THE SUPPLY AIR TEMPERATURE SETPOINT SHALL INCREASE FROM 55F TO 60F (ADJ.).
9. HUMIDITY SET POINT. THERE SHALL BE SEPARATE OCCUPIED / UNOCCUPIED HIGH HUMIDITY SET POINTS. DURING OCCUPIED PERIODS THE HIGH HUMIDITY SET POINT SHALL BE 55 PERCENT (ADJUSTABLE), WITH AN ALARM SHALL GENERATED SHOULD THE HUMIDITY EXCEED THE SETPOINT. DURING UNOCCUPIED PERIODS, THE HIGH HUMIDITY SET POINT SHALL BE 60 PERCENT (ADJUSTABLE), SHOULD THE UNOCCUPIED HUMIDITY EXCEED THE SETPOINT AN ALARM SHALL BE GENERATED AND THE UNOCCUPIED DEHUMIDIFICATION MODE INITIATED.
10. UNOCCUPIED DEHUMIDIFICATION MODE: THE SYSTEM MONITORS HUMIDITY SIGNALS FROM AHU. IF AT LEAST ONE AHU IS INDICATING A HIGH HUMIDITY CONDITION AND IT HAS BEEN AT LEAST 2 HOURS SINCE THE COOLING TOWER AND PUMPS HAVE TURNED OFF, THEN THE SYSTEM WILL INITIATE A DEHUMIDIFICATION CYCLE. TO MAINTAIN A PROPER LOAD ON THE CHILLER ALL AHU WILL BE ENABLED. THE CYCLE WILL RUN FOR A MAXIMUM OF 2 HOURS EVERY 12 HOURS AND A MINIMUM OF 1 HOUR. IF ALL HIGH HUMIDITY SIGNALS HAVE NOT RETURNED TO NORMAL AFTER 2 HOURS THEN THE CYCLE WILL STOP AND AN ALARM SHALL BE GENERATED INDICATING THIS CONDITION. IF THE CW SYSTEM IS UNABLE TO PRODUCE PROPER INDOOR AIR CONDITIONS WITHIN 30 MINUTES OF THE DEHUMIDIFICATION CYCLE STARTING THEN THE CYCLE WILL BE STOPPED AND AN ALARM SHALL BE GENERATED. THE SYSTEM WILL ALSO PROVIDE AN ADDITIONAL ALARM IF THE HUMIDITY DOES NOT RETURN TO NORMAL FOR A PERIOD OF 24 CONTINUOUS HOURS.
11. CO2 CONTROL: THE CO2 LEVEL, AS DETECTED BY SPACE CO2 SENSORS (ONE PER UNIT), SHALL BE USED TO MODULATE OUTSIDE AIR DAMPER TO MAXIMUM OUTSIDE AIR SETTING WHEN THE LEVEL OF THE CO2 SENSOR EXCEEDS THE SET POINT (900 PPM - ADJUSTABLE). WHEN CO2 LEVEL FALLS BELOW THE MINIMUM SETPOINT (400 PPM - ADJUSTABLE), THE OUTSIDE AIR DAMPER SHALL MODULATE BACK TO MINIMUM OUTSIDE AIR SETTING. THE AHU CONTROLLER SHALL SUM THE TERMINAL BOX AIRFLOWS TO ENSURE THE OUTSIDE AIR SETPOINT IS EQUAL TO OR LESS THAN THE SUM OF THE TERMINAL BOX AIRFLOWS.
12. PROVIDE AIR BYPASS VAV UNIT TO SHORT-CYCLE AIR WHEN THE VAV TERMINAL UNITS ARE AT MINIMAL POSITION (OR CLOSED) AND AIR REQUIRES BYPASSING TO KEEP FROM OVER-COOLING THE SPACES.

PLAN NOTES

1. BUTTERFLY VALVE WITH TAPPED LUGGED BODY. VALVES 6" AND LARGER TO BE PROVIDED WITH GEAR OPERATED HAND WHEEL. VALVES 4" AND SMALLER TO BE PROVIDED WITH LEVER HANDLE AND MEMORY STOP. PROVIDE EXTENDED HANDLES TO CLEAR INSULATION.
2. SILENT CHECK VALVE, LIFT TYPE
3. NOT APPLICABLE.
4. PRESSURE GAUGE (LIQUID FILLED) WITH 3/4" BALL COCK VALVE, RANGE AS NOTED.
5. BALL VALVE WITH EXTENDED NECK.
6. THERMOMETER WELL AND 0-100°F THERMOMETER WITH 9" SCALE
7. HOSE END CONNECTION
8. UNION
9. AIR SEPARATOR, LINE SIZE, MOUNTED ON HOUSEKEEPING PAD. TACO 4900 SERIES (SEE SCHEDULE).
10. COOLING TOWER, MOUNTED TO CONCRETE PIERS.
11. PRESSURE REDUCING VALVE, SET AT 25 PSIG, WATTS #223 S SERIES
12. 3/4" AIR ELIMINATOR, WRIGHT-AUSTIN 90-AC
13. FULL ACCEPTANCE BLADDER EXPANSION TANK, 37 GALLONS. PRE CHARGE PRESSURE 25 PSIG, TACO CA-140-125 OR APPROVED EQUAL.
14. 3/4" TYPE "L" COPPER LINE, PIPE TO 6" ABOVE GRADE
15. GATE VALVE
16. SUCTION DIFFUSER
17. NOT APPLICABLE.
18. 4" DIA. FLEXIBLE PIPE CONNECTOR TO PUMP, S.E. HOSE MODEL #SECF
19. FLANGE ADAPTOR, VICTAULIC PRODUCTS, "VIC-FLANGE STYLE 741"
20. GLOBE VALVE
21. CONCENTRIC INCREASER
22. END SUCTION PUMP, MOUNT ON CONCRETE PAD. SEE PUMP AND PAD DETAILS.
23. CHEMICAL TREATMENT SYSTEM WITH POT FEEDER SET ON CONCRETE PAD. SEE DETAIL.
24. STAMPED METAL TAG. TAG TO READ: MIN. PRESS. = 25 PSIG, MAX. PRESS = 70 PSIG IN MINIMUM 1/4" HIGH LETTERS.
25. PRESSURE RELIEF VALVE 40 PSIG SETPOINT, WATTS #174A OR EQUAL
26. 4" DIA. FLEXIBLE PIPE CONNECTOR TO CHILLER, S.E. HOSE MODEL #SECF
27. CWS/CWR TEMPORARY CONNECTIONS. 4" BUTTERFLY VALVE WITH TAPPED LUGGED BODY, EXTENDED LEVER OPERATOR AND SPOOL PIECE FOR VALVE EXERCISING.
28. PRESSURE REDUCING STATION MOUNTED ON UNISTRUT ON WALL.
29. MUELLER BASKET STRAINER 1/8" DIAMETER PERFORATIONS IN STAINLESS STEEL BASKET, MODEL #165, SIZE 4".
30. MAGNETIC INSERTION STYLE FLOW METER. SEE CONTROL DIAGRAMS.
31. N/A
32. CONDENSER WATER SUPPLY TEMPERATURE SENSOR (FOR DDC CONTROLS)
33. DIFFERENTIAL PRESSURE SWITCHES. PROVIDED BY MANUFACTURER.



COOLING TOWER YARD SCHEMATIC

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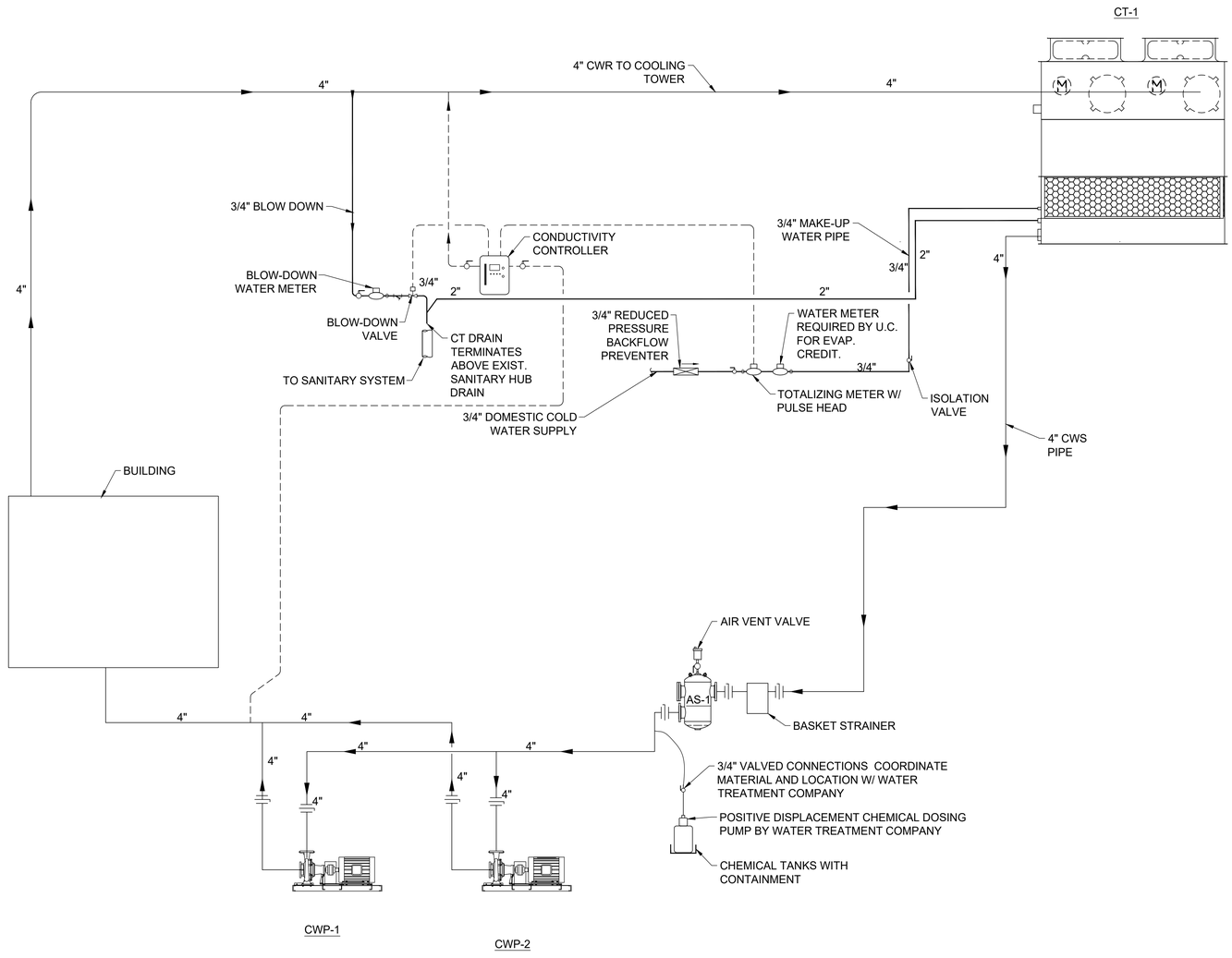
Ryan Todaro, PE
Florida PE 69240

Revisions:
1 2 3 4 5

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COOLING TOWER MAKE-UP WATER AND CHEMICAL TREATMENT SCHEMATIC

SCALE: NTS

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M5.3

CONTRACTOR NOTES:

1) USE OF PVC CONDUIT SHALL BE IN COMPLIANCE WITH FLORIDA BUILDING CODE.
2) CONTRACTOR SHALL NOT INSTALL ANY CONDUITS AND/OR BOXES IN FRONT OF EQUIPMENT ELECTRICAL ACCESS PANELS OR OTHER AREAS REQUIRING ACCESS.
3) CONTRACTOR SHALL VERIFY EXISTING CONDUCTOR SIZES AND OVERCURRENT PROTECTION MATCHES THESE DRAWINGS AND NOTIFY THE ENGINEER ABOUT ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE DRAWINGS.

ARC FLASH PROTECTION NOTE:

PER 2017 NEC 110.16 FLASH PROTECTION - ALL PANELBOARDS, ENCLOSED CIRCUIT BREAKERS, CONTROL PANELS, AND THE METER SOCKET ENCLOSURE SHALL BE FIELD MARKED TO WARN QUALIFIED PERSONS OF POTENTIAL ELECTRICAL ARC FLASH HAZARDS. THE MARKING SHALL BE LOCATED SO AS TO BE CLEARLY VISIBLE TO QUALIFIED PERSONS BEFORE EXAMINATION, ADJUSTMENT, SERVICING, OR MAINTENANCE OF THE EQUIPMENT.

POWER RISER DIAGRAM- NEW WORK

ELECTRICAL CONTRACTOR SHALL PROVIDE LABELS ON THE FRONT OF EACH EXISTING AND NEW PANELBOARD AND EACH SERVICE MAIN COVER:

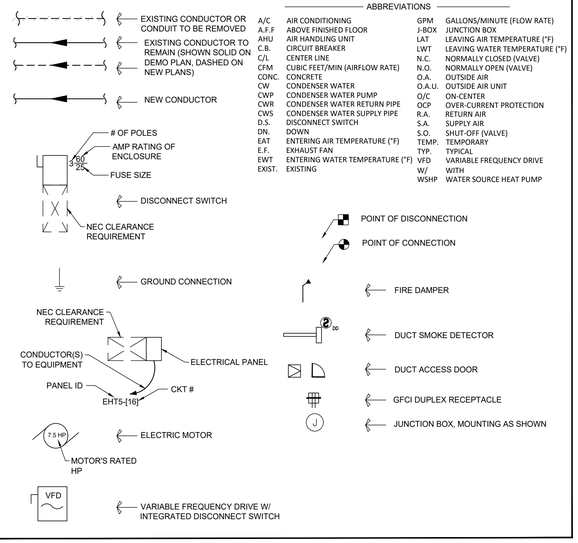
WARNING
MAXIMUM AVAILABLE FAULT CURRENT:
????? SYMMETRICAL RMS AMPERES
Date: 2/??/18

GENERAL ELECTRICAL NOTES

ALL POWER WIRING MUST BE COPPER CONDUCTORS TYPE THHN AND HAVE A MINIMUM TEMPERATURE RATING OF 90°C. VERIFY EXISTING CONDUCTOR SIZES. REPLACE WIRING IF NOT RATED FOR RTU NAMEPLATE MCA.

NEW CONDUIT SHALL BE GALVANIZED STEEL. FINAL CONNECTIONS TO EQUIPMENT SHALL BE MADE WITH FLEXIBLE METAL CONDUIT.

ELECTRICAL LEGEND AND ABBREVIATIONS



ABBREVIATIONS

A/C	AIR CONDITIONING	GPM	GALLONS/MINUTE (FLOW RATE)
A.F.F	ABOVE FINISHED FLOOR	J-BOX	JUNCTION BOX
AHU	AIR HANDLING UNIT	LAT	LEAVING AIR TEMPERATURE (°F)
C.B.	CIRCUIT BREAKER	LWT	LEAVING WATER TEMPERATURE (°F)
C/L	CENTER LINE	N.C.	NORMALLY CLOSED (VALVE)
CFM	CUBIC FEET/MIN (AIRFLOW RATE)	N.O.	NORMALLY OPEN (VALVE)
CONC.	CONCRETE	O.A.	OUTSIDE AIR
CW	CONDENSER WATER	O.A.U.	OUTSIDE AIR UNIT
CWP	CONDENSER WATER PUMP	O/C	ON-CENTER
CWR	CONDENSER WATER RETURN PIPE	OCP	OVER-CURRENT PROTECTION
CWS	CONDENSER WATER SUPPLY PIPE	R.A.	RETURN AIR
D.S.	DISCONNECT SWITCH	S.A.	SUPPLY AIR
DN.	DOWN	S.O.	SHUT-OFF (VALVE)
EAT	ENTERING AIR TEMPERATURE (°F)	TEMP.	TEMPORARY
E.F.	EXHAUST FAN	TYP.	TYPICAL
EWT	ENTERING WATER TEMPERATURE (°F)	VFD	VARIABLE FREQUENCY DRIVE
EXIST.	EXISTING	W/ WSHP	WITH WATER SOURCE HEAT PUMP

ELECTRICAL SCOPE OF WORK

THIS PROJECT CONSIST OF REPLACING THE EXISTING AIR CONDITIONING SYSTEM FOR THE BUILDING. THE EXISTING EQUIPMENT WILL BE REMOVED AND NEW WILL BE INSTALLED. ADDITIONAL EQUIPMENT WILL BE ADDED AND THE ELECTRICAL DEMAND FOR THE BUILDING WILL INCREASE.

THE EXIST. A/C SYSTEM IS COMPRISED OF ONE (1) CENTRAL AHU (WSHP) FOR EACH FLOOR AND A SINGLE-CELL COOLING TOWER LOCATED IN THE BACK OF THE BUILDING AT GRADE LEVEL. THE CW PUMP IS LOCATED ADJACENT TO THE COOLING TOWER. THE CONDENSER WATER IS CIRCULATED BETWEEN THE COOLING TOWER CELL AND THE HEAT PUMPS BY A SINGLE, 5HP CW PUMP. THIS EQUIPMENT IS TO BE REMOVED BY THE MECHANICAL CONTRACTOR.

THERE ARE TWO (2) SEPARATE OPTIONS FOR PRICING ARE BEING PRESENTED. 1) REPLACE WITH NEW COOLING TOWER AND WSHP OR 2) REPLACE WITH AN AIR-COOLED CHILLER AND CHILLED WATER AIR HANDLERS. BOTH OPTIONS WILL INCLUDE THE ADDITION OF VAV TERMINAL BOXES WITH ELECTRIC HEAT.

THE BUILDING'S POWER IS 240V, 3Ø, 4W THAT ENTERS INTO A 1600A MDP W/ A 1600A MAIN D.S. MODIFICATIONS WILL BE MADE TO THE MDP WITH THE REPLACEMENT OF EXISTING C.B. AND NEW SUB-PANELS WILL BE ADDED FOR THIS PROJECT.

ALL EXISTING CIRCUITS THAT ARE UTILIZED IN THIS PROJECT ARE TO BE REMOVED AND NEW CONDUCTORS SHALL BE PULLED USING THE EXISTING CONDUIT. THE CONTRACTOR MUST VERIFY THE CONDITION OF THE CONDUIT BEFORE REUSE. ANY CONDUIT REMOVED, THE HANGERS, SCREWS, AND FASTENERS SHALL BE REMOVED ALSO.

ELECTRICAL DEMOLITION SCOPE OF WORK

- DISCONNECT ELECTRICAL POWER FOR THREE (3) EXIST. WSHP IN MECHANICAL ROOMS. REMOVE CIRCUIT, CONDUIT, AND WALL-MOUNTED D.S. FOR EACH WSHP.
- REMOVE THE EXIST. 100A CIRCUIT BREAKER IN PANEL "MDP" FOR THE THE COOLING TOWER AND PULL THE CONDUCTORS.
- DISCONNECT ELECTRICAL POWER FOR THE COOLING TOWER AND CW PUMP. REMOVE EXIST. D.S., CONDUIT AND CONDUCTORS FOR THOSE CIRCUITS.

SCOPE OF NEW WORK

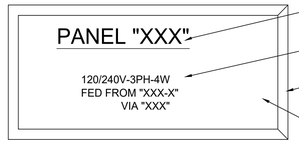
- PROVIDE NEW CIRCUITS FOR NEW AIR HANDLERS. THE ORIGIN OF THE CIRCUITS FOR THE WSHP WILL BE DIFFERENT THAN THE ORIGIN OF THE ELECTRICAL CIRCUIT FOR THE CHILLED WATER AHU. REFER TO ONE-LINE DIAGRAMS AND PANEL SCHEDULES FOR CIRCUIT ROUTING AND THE REQUIREMENTS.
- FORM PANEL "AC" TO ITS RESPECTIVE FLOOR USING EXIST. CONDUIT. RECONNECT TO EXIST. C.B. IN PANEL "AC"
- PROVIDE NEW WALL-MOUNTED, FUSED, D.S. AS SHOWN IN THESE PLANS AND SIZED IN ONE-LINE DIAGRAM.
- PROVIDE NEW WIRING FROM NEW S.A. SMOKE DETECTOR TO THE WALL-MOUNTED TEST STATION. SMOKE DETECTOR AND TEST STATION TO BE PROVIDED BY THE MECH. CONTRACTOR.
- NEW EXHAUST FANS WILL BE PROVIDED BY THE MECH. CONTRACTOR. PROVIDE ELECTRICAL POWER TO THESE FANS. REFER TO DRAWINGS FOR LOCATION AND ONE-LINE.
- PROVIDE WIRING TO ALL NEW VAV TERMINAL BOXES. REFER TO DRAWINGS FOR LOCATION AND ONE-LINE. SEE VAV DETAIL FOR REQUIREMENTS.
- PROVIDE NEW SUB-PANELS IN EACH MECHANICAL ROOM FOR POWER DISTRIBUTION OF NEW EQUIPMENT.
- PROVIDE ELECTRICAL POWER AND CIRCUITS FOR NEW OUTDOOR EQUIPMENT. PROVIDE PRICING FOR CHILLER OPTION AND COOLING TOWER OPTION. SEE DRAWINGS FOR DIFFERENCES IN THE OPTIONS.

THE UPDATED PANEL SCHEDULES AND LOAD CALCULATIONS FOR EACH OPTION ARE SHOWN IN THESE DRAWINGS.

SEE ONE-LINE DIAGRAMS FOR D.S. SIZES, CIRCUIT BREAKER SIZES, AND CONDUCTOR SIZES FOR EACH OPTION.

SHUTDOWN AND WORK SCHEDULE SHALL BE COORDINATED WITH THE PROPERTY MANAGER. AS MUCH WORK SHALL BE PERFORMED AND PREFABRICATED PRIOR TO MINIMIZE SHUTDOWN PERIOD.

SEE MECHANICAL DRAWINGS FOR MECHANICAL SCOPE OF WORK.



TYPICAL PANEL LABEL

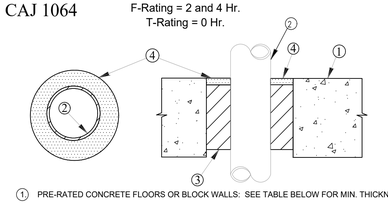
ELECTRICAL PANEL LABELING

NOT TO SCALE

2 and 4 Hour Fire Rated Through Penetration Firestop for Single Metal Pipe through Concrete Floors or Walls using FYRE-SIL.

CAJ 1064

F-Rating = 2 and 4 Hr.
T-Rating = 0 Hr.



1. PRE-RATED CONCRETE FLOORS OR BLOCK WALLS: SEE TABLE BELOW FOR MIN. THICKNESS.
2. METALLIC PIPE:
   A. STEEL PIPE - 4" DIA. (OR SMALLER) SCH. 10 (OR HEAVIER) STEEL PIPE.
   B. IRON PIPE - 4" DIA. (OR SMALLER) CAST OR DUCTILE IRON PIPE.
   C. CONDUIT - 4" DIA. (OR SMALLER) EMT OR STEEL CONDUIT.
   D. COPPER TUBING - 4" DIA. (OR SMALLER) TYPE L (OR HEAVIER) COPPER TUBING.
   E. COPPER PIPE - 4" DIA. (OR SMALLER) REGULAR (OR HEAVIER) COPPER PIPE.
3. PACKING MATERIAL - SEE TABLE BELOW FOR THE MINERAL WOOL INSULATION REQUIREMENTS.
4. FYRE-SIL - MIN. 1/2" THICKNESS OF SEALANT APPLIED WITHIN ANNULUS, FLUSH WITH TOP OF FLOOR SURFACE OR WITH BOTH SIDES OF THE WALL ASSEMBLY.

MIN. THICKNESS OF CONCRETE, IN.	ANNULAR SPACE RANGE, IN.	MIN. PACKING MATERIAL THICKNESS, IN.	MIN. PACKING MATERIAL DENSITY, PCF	F-RATING HR.
4-1/2	1/2 to 2-7/8	3-1/2	6.0	2
5-1/2	0 to 1-7/8	5	4.0	4

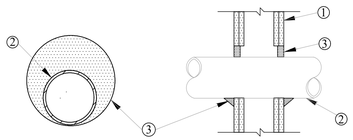
FIRE SAFE PENETRATION DETAIL (2 AND 4 HOUR)

NOT TO SCALE

1 and 2 Hour Fire Rated Through Penetration Firestop for Single Metal Pipe through Gypsum Wall Assemblies using TREMstop IA.

WL 1158

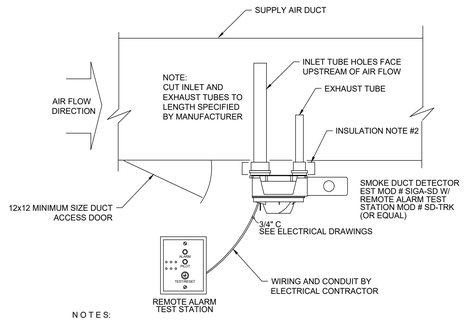
F-Rating = 1 and 2 Hr.
T-Rating = 1/4 Hr.



1. PRE-RATED GYPSUM WALLBOARD/STUD WALL ASSEMBLY.
2. METALLIC PIPE:
   A) STEEL PIPE - 12" DIA. (OR SMALLER) SCH. 10 (OR HEAVIER) STEEL PIPE.
   B) IRON PIPE - 12" DIA. (OR SMALLER) CAST OR DUCTILE IRON PIPE.
   C) COOPER TUBING - 4" DIA. (OR SMALLER) TYPE L (OR HEAVIER) COOPER TUBING.
   D) COPPER PIPE - 4" DIA. (OR SMALLER) REGULAR (OR HEAVIER) COPPER PIPE.
   E) CONDUIT - 4" DIA. (OR SMALLER) EMT OR 6" DIA. (OR SMALLER) STEEL CONDUIT. THE ANNULAR SPACE SHALL BE MIN. 0" TO MAX. 1" WITHIN THE FIRESTOP SYSTEM.
3. TREMSTOP IA - MIN. 1/2" THICKNESS OF SEALANT APPLIED WITHIN OPENING. MIN. 3/8" CANT BEAD OF SEALANT TO BE APPLIED AT AREAS OF POINT CONTACT.

FIRE SAFE PENETRATION DETAIL (1 AND 2 HOUR)

NOT TO SCALE



N O T E S:

1. DETAIL SHOWS GENERAL INSTALLATION METHODS. REFER TO INDIVIDUAL MANUFACTURER FOR THEIR SPECIFIC INSTALLATION AND LOCATION INSTRUCTIONS.
2. STANDOFF BRACKET NOT REQUIRED ON NON-INSULATED DUCT.
3. CONNECT DUCT DETECTOR TO BUILDINGS FIRE ALARM SYSTEM IN ACCORDANCE WITH FBC-M 606.4.1
4. F.A. CONTRACTOR TO PROVIDE WIRING AND FINAL CONNECTIONS FROM SMOKE DETECTOR TO F.A. PANEL.

DUCT MOUNTED SMOKE DETECTOR

SCALE: NTS

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Ryan Todaro, PE
Florida PE 69240

Revisions:
1
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3
4
5

TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023

Issue Date:
04/17/24

E0.1

ELECTRICAL SERVICE & PANEL NOTES

1. ALL ELECTRICAL SERVICE EQUIPMENT SHALL HAVE MIN A.I.C. RATING OF 65,000 AMPS.
2. ALL ELECTRICAL EQUIPMENT AND WIRE SHALL BE RATED @ 90°C CONTINUOUS DUTY AND THHN-THWN INSULATION.
3. PRIOR TO CONSTRUCTION, THE ELECTRICAL CONTRACTOR SHALL
   a) VERIFY ALL EXISTING CONDITIONS IN FIELD
   b) COORDINATE THE ELECTRICAL SERVICE WITH FP&L REPRESENTATIVE
   c) NOTIFY THE ENGINEER OF ANY CHANGES REQUIRED TO COMPLETE NEW CONSTRUCTION.
4. ALL ELECTRICAL EQUIPMENT SHALL BE FIELD MARKED TO WARN OF POTENTIAL ELECTRICAL ARC FLASH HAZARDS. THE MARKING SHALL BE LOCATED SO AS TO BE CLEARLY VISIBLE BEFORE ANY EXAMINATION, ADJUSTMENT, SERVICING, OR MAINTENANCE OF THE EQUIPMENT.
5. EACH DISCONNECT SHALL BE LEGIBLY MARKED TO INDICATE THE UNIT IT IS FEEDING. THE MARKING SHALL BE OF SUFFICIENT DURABILITY TO WITHSTAND THE ENVIRONMENT INVOLVED.
6. THE CONTRACTOR SHALL VERIFY THE LENGTH OF ALL 120 VOLT RUNS IN THE FIELD AND SHALL MAINTAIN 3% VOLTAGE DROP. THE WIRE GAUGE MAY NEED TO INCREASE TO #10AWG FOR A 20 AMPERE BREAKER BASED ON CONTRACTORS FINAL EXACT ROUTING IN THE FIELD.
7. PROVIDE HACR BREAKERS FOR ALL HVAC EQUIPMENT.
8. CONTRACTOR SHALL INCLUDE ALL CONDUCTORS/RACEWAY SIZES IN THEIR BID, BASED ON THEIR PROPOSED ROUTINGS. SIZES SHOWN ON THESE DRAWINGS ARE THE MINIMUM DESIGN REQUIREMENTS UNLESS OTHERWISE SPECIFIED.

COORDINATE NEW ELECTRICAL SERVICE WITH OWNER'S REPRESENTATIVE . PRIOR TO BID, ELECTRICAL CONTRACTOR SHALL VERIFY WITH OWNER THAT THE FAULT CURRENT AVAILABLE DOES NOT EXCEED THE FAULT CURRENT RATING OF THE SPECIFIED SWITCHGEAR. NOTIFY ENGINEER IF CHANGES TO PLANS ARE REQUIRED.

GENERAL ELECTRICAL NOTES AND SPECIFICATIONS

(GENERAL NOTES ARE PROVIDED AS A BASIC DESCRIPTION OF THE EXTENT AND QUALITY EXPECTED IN THIS PROJECT. IF A CONFLICT EXISTS BETWEEN THESE GENERAL NOTES AND THE REMAINDER OF THE CONTRACT DOCUMENTS THE SPECIFICATIONS, PLANS AND DETAILS WILL GOVERN.)

1. THE ENTIRE INSTALLATION SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 2020 EDITION (NEC), THE 2023 FLORIDA BUILDING CODE, 8TH EDITION, AND THE LATEST EDITIONS OF ALL LOCAL CODES, RULES AND ORDINANCES HAVING JURISDICTION.
2. AS A MINIMUM, ALL EQUIPMENT SHALL MEET APPLICABLE STANDARDS, FOR THE TYPE OF EQUIPMENT AND INTENDED USE, OF THE FOLLOWING:
   A. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
   B. ILLUMINATING ENGINEERS SOCIETY (IES)
   C. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
   D. NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATES.(NEMA)
   E. NOTE: THESE STANDARDS ARE SUBORDINATE TO CODES AND STANDARDS SET BY U.L.

   ALL ELECTRICAL EQUIPMENT, DEVICES, WIRE, ETC., SHALL BE LISTED, FOR INTENDED USE, WITH UNDERWRITER'S LABORATORIES INC, (U.L.), WHERE STANDARDS HAVE BEEN ESTABLISHED BY U.L.
3. CONTRACTOR TO PROVIDE ALL LABOR, MATERIALS AND SUPERVISION NECESSARY TO ACCOMPLISH THE WORK AS SHOWN AND/OR NOTED ON THE DRAWINGS.
4. THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY ALL CONDITIONS, LOCATIONS, DIMENSIONS AND COUNTS AS SHOWN OR NOTED ON THE DRAWINGS, PRIOR TO SUBMITTING BID.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL LABOR, MATERIALS AND SUPERVISION NECESSARY TO ACCOMPLISH THE WORK AS SHOWN AND/OR NOTED ON THE PLANS.
6. ELECTRICAL CONTRACTOR SHALL NOT SCALE DRAWINGS. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT UNLESS NOTED OTHERWISE.
7. IT SHALL BE UNDERSTOOD THAT ALL WORK PERFORMED SHALL BE DONE BY A LICENSED CONTRACTOR AND IN A FIRST-CLASS WORKMANLIKE MANNER. SAID CONTRACTOR SHALL MEET ALL REQUIREMENTS SET FORTH BY ANY LOCAL ORDINANCE AND GOVERNING AUTHORITIES.
8. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED INSURANCE FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
9. CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE, UNLESS INDICATED OR SPECIFIED OTHERWISE.
10. IT SHALL NOT BE THE INTENT OF THESE PLANS AND/OR SPECIFICATIONS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR SHALL BE EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE FOR ALL REQUIREMENTS NECESSARY FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING TO ORIGINAL CONDITIONS, ANY AND ALL DAMAGES TO BUILDING SURFACES, EQUIPMENT, ETC. CAUSED DURING THE PERFORMANCE OF WORK.
12. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE OR 12. DELAYS AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED THEREBY.
13. FOR ELECTRIC POWER SYSTEM, COORDINATE POWER SERVICE WITH POWER COMPANY;
   A. VERIFY LOCATION OF POWER SERVICE TERMINATION WITH POWER COMPANY, PRIOR TO SUBMITTING BID. CONTRACTOR TO VERIFY AVAILABLE SERVICE VOLTAGE AND PHASES WITH POWER COMPANY PRIOR TO BID AND PROVIDE BID ALLOWANCE FOR ALTERNATES.
   B. PROVIDE TEMPORARY ELECTRICAL SERVICE FOR USE BY ALL TRADES DURING CONSTRUCTION AND REMOVE SAME AT COMPLETION OF PROJECT,
14. CONTRACTOR SHALL KEEP ALL AREAS IN WHICH WORK IS BEING PERFORMED, FREE FROM DEBRIS AT ALL TIMES AND SAID AREAS SHALL BE LEFT BROOM CLEAN AT THE END OF EACH WORKING DAY.
15. CONTRACTOR SHALL PAY FOR ALL PERMITS, FEES, INSPECTIONS, AND TESTING COSTS.
16. COORDINATE ALL ELECTRICAL SITE WORK WITH ALL OTHER TRADES CONTRACTORS.
17. IT SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR FOR THE ADVANCE ORDERING OF LONG LEAD ITEMS, AS TO NOT INTERFERE WITH THE PRODUCTION OF OTHER TRADES RESULTING IN ANY DOWN OR LAG TIME. THE CONTRACTOR SHALL NOT ORDER ANY ITEMS UNTIL APPROVED SHOP DRAWINGS ARE RETURNED TO HIM.
18. ELECTRICAL CONTRACTOR SHALL SUBMIT (6 COPIES) EQUIPMENT LAYOUT OF ALL ELECTRICAL SPACES, ROOMS, ETC., TO ENGINEER FOR APPROVAL PRIOR TO ORDERING EQUIPMENT OR INSTALLING CONDUITS, ETC. LAYOUT SHALL CONSIST OF PLAN VIEWS (SCALED AS REQUIRED) AND ELEVATIONS (DIMENSIONED) FOR EACH SUCH SPACE, ROOM, ETC.
19. CONTRACTOR SHALL SUBMIT AT ONE TIME, SIX (6) SETS OF LOOSE-LEAF BOUND BOOKS, INDEXED WITH ALL PRODUCTS, MATERIALS, LIGHTING FIXTURES, LAMPS, WIRING DEVICES, SWITCHGEAR, ETC. CLEARLY HIGHLIGHTING ALL EQUIPMENT QUANTITIES AND DETAILS. ALL EQUIPMENT SHALL BE AS SPECIFIED ON PLANS; THE RESPONSIBILITY TO ACCEPT OR REJECT ANY PROPOSED SUBSTITUTION REMAINS WITH THE PROJECT ENGINEER. THE CONTRACTOR MAY AT THEIR JUDGMENT USE ANY ARTICLE, DEVICE, PRODUCT, OR MATERIAL WHICH IN THE JUDGMENT OF THE ENGINEER EXPRESSED IN WRITING ARE EQUAL TO THAT SPECIFIED.
20. ALL CONDUCTORS SHALL BE COPPER, TYPE THHN/THWN EXCEPT WHERE OTHERWISE REQUIRED BY U.L. OR CODES. MINIMUM WIRE SIZE SHALL BE #12 AWG, EXCLUDING CONTROL WIRING. ALUMINUM CONDUCTORS ARE NOT PERMITTED.
21. ALL CONDUCTORS SHALL BE IN CONDUITS. ALL CONDUITS SHALL BE GALVANIZED RIGID STEEL (GRS) EXCEPT THAT:
   a. PVC CONDUITS MAY BE USED UNDERGROUND PROVIDED ELBOWS AND RISERS ARE GALVANIZED RIGID STEEL OR SCHEDULE 80 PVC, WHERE SUBJECT TO PHYSICAL DAMAGE
   b. ELECTRICAL METALLIC TUBING (EMT) MAY BE USED IN OR ON WALLS OR CEILINGS WHERE NOT SUBJECT TO MECHANICAL DAMAGE, DAMP OR CORROSIVE CONDITIONS,
   c. LIQUID TIGHT FLEXIBLE CONDUIT WHERE REQUIRED,
   d. FLEXIBLE METALLIC CONDUIT WHERE REQUIRED IN DRY LOCATIONS ONLY,
   e. MC CABLE WITH DEDICATED GREEN GROUNDING CONDUCTOR WHERE PERMITTED. ALL CONDUITS IN HAZARDOUS AREAS (PER NEC) SHALL MEET THE REQUIREMENTS OF NEC CHAPTER 5.
22. FOR UNDERGROUND ELECTRICAL CONDUITS, PROVIDE PULL BOXES, SUCH THAT NO SINGLE CONDUIT RUN HAS BENDS IN EXCESS OF 360. PULL BOXES SHALL BE SUITABLE AND APPROVED FOR THE INTENDED USE. WARNING TAPE WHICH SAYS "WARNING BURIED ELECTRIC" SHALL BE PLACED IN TRENCHES ABOVE ALL UNDERGROUND ELECTRIC CONDUITS. WHERE CONDUITS PASS UNDERNEATH PAVED AREAS, THEY SHALL BE PVC. WHERE UNDERGROUND CONDUITS ARE NOT EXPOSED TO MECHANICAL DAMAGE OR ARE NOT UNDER PAVED AREAS, THEY SHALL BE SCHEDULE 40 PVC.
23. ALL CONDUIT RUNS ARE SHOWN DIAGRAMMATIC. EXACT ROUTING SHALL BE DETERMINED IN THE FIELD, UNLESS OTHERWISE NOTED.
24. WIREWAYS SHALL BE SIZED AS REQUIRED, PER NEC, UNLESS OTHERWISE NOTED (UON).
25. WHERE CORE DRILLING OF FLOOR/WALLS IS REQUIRED, CONTRACTOR SHALL SEAL OPENINGS WATERTIGHT AFTER UTILITIES HAVE BEEN INSTALLED. LOCATION OF CORED HOLES SHALL COORDINATE WITH LOCATION OF EQUIPMENT IN A MANNER TO BE CLEAN AND FUNCTIONAL. THE CONTRACTOR SHALL INSTALL ONLY ONE CONDUIT PER HOLE AND SEAL THE OPENING AROUND THE CONDUIT AS SPECIFIED.
26. PROVIDE FIRE RETARDANT U.L. APPROVED SEALANT ON ALL PENETRATIONS OF FIRE RATED PARTITIONS, WALLS AND STRUCTURAL SLABS. CONTRACTOR TO VERIFY, PRIOR TO SUBMITTING BID, LOCATIONS OF ALL SUCH FIRE RATED PARTITIONS, WALL AND STRUCTURAL SLABS.
27. UNLESS NOTED AS EXISTING, ALL EQUIPMENT, WIRING, DEVICES, ETC. SHALL BE NEW.
28. ALL CIRCUIT BREAKERS SHALL BE INVERSE TIME TYPE (THERMAL MAGNETIC OR SOLID STATE AS REQUIRED BY SPECIFICATION). TWO AND THREE POLE CIRCUIT BREAKERS SHALL BE COMMON TRIP. NO TIE HANDLES PERMITTED.
29. ALL FUSES SHALL BE CURRENT LIMITING, PER U.L., RATED 600V., UON.
   A. NON-TIME DELAY FUSES IN MAIN SWITCHES AND SWITCHES FEEDING PANELS.
   B. TIME DELAY FUSES FOR MOTOR AND AC CIRCUITS.
30. ALL DISCONNECT SWITCHES SHALL BE SIZED BY NEC REQUIREMENTS TO ACCOMMODATE EQUIPMENT SERVED, INCLUDING REQUIRED FUSES U.O.N. SWITCHES SHALL BE HORSEPOWER RATED FOR MAX. HORSEPOWER, HEAVY DUTY TYPE.
31. CONTRACTOR SHALL VERIFY CIRCUIT PROTECTIVE DEVICE RATING FOR EQUIPMENT PRIOR TO INSTALLATION.
32. FURNISH AND INSTALL DISCONNECT SWITCHES AND WIRING FOR AIR CONDITIONING SYSTEM AS PER MANUFACTURER RECOMMENDATIONS. CONTROLS ARE TO BE SUPPLIED BY AIR CONDITIONING CONTRACTOR AND CONNECTED. PROVIDE ALL CONTROL WIRING FOR AC SENSORING AND CONTROL UNITS, COORDINATE WITH AC CONTRACTOR FOR WIRING DIAGRAMS AND EXACT MOUNTING LOCATIONS.
33. ALL ELECTRICAL EQUIPMENT SHALL BE RAIN-TIGHT WHERE EXPOSED TO THE WEATHER. ALL FLEX CONDUITS CONNECTED TO SUCH EQUIPMENT SHALL BE LIQUID TIGHT.
34. EQUIPMENT SHALL BE OF MATERIALS SUITABLE FOR AND NEMA RATED FOR THE ENVIRONMENT IN WHICH THEY ARE TO BE INSTALLED.
35. ALL CONNECTIONS TO GROUND RODS SHALL BE MADE WITH U.L. APPROVED WELDED CONNECTIONS, UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL FORM A GROUNDING ELECTRODE SYSTEM AS PER NEC 250-50.
36. OUTLET IN DRY LOCATIONS BOXES SHALL BE PRESSED STEEL, IN WET OR DAMP LOCATIONS SHALL BE CAST ALLOY WEATHER-RESISTANT OUTLET WITH THREADED HUBS AND IN OTHER CLASSIFIED AREAS IT SHALL BE IN A SPECIAL ENCLOSURE. PROPER PLASTER RINGS SHALL BE USED WITH OUTLET BOXES. PROPER COORDINATION BETWEEN ELECTRICAL SUBCONTRACTOR AND GENERAL CONTRACTOR FOR PLASTER RING INITIATION WILL BE REQUIRED. NO "GOOF" RINGS SHALL BE ALLOWED. ALL OUTLET BOXES SHALL BE SECURELY FASTENED.
37. WHEN ELECTRICAL BOXES ARE LOCATED IN VERTICAL FIRE RESISTIVE ASSEMBLIES, (CLASSIFIED AS FIRE/SMOKE AND SMOKE PARTITIONS), THEY SHALL BE INSTALLED WITHOUT AFFECTING THE FIRE CLASSIFICATION. ALL OF THE FOLLOWING CONDITIONS SHALL BE MET:
   A. ALL ELECTRICAL BOXES SHALL BE METALLIC.
   B. BOX OPENING SHALL OCCUR ONLY ON ONE SIDE OF FRAMING SPACE.
   C. BOX OPENING SHALL NOT EXCEED 16 SQUARE INCHES.
   D. ALL CLEARANCES BETWEEN OUTLET BOX AND GYPSUM BOARD SHALL BE COMPLETELY FILLED WITH JOINT COMPOUND (OR OTHER APPROVED MATERIAL).
   E. PROVIDE A WALL AROUND OUTLETS LARGER THAT 16 SQUARE INCHES. THE INTEGRITY OF THE WALL RATING SHALL BE MAINTAINED.
   F. THE TOTAL AGGREGATE SURFACE AREA OF THE BOXES SHALL NOT EXCEED 100 SQUARE INCHES PER 100 SQUARE FEET.
   G. OUTLET BOXES LOCATED ON OPPOSITE SIDES OF FIRE RESISTIVE ASSEMBLIES SHALL BE SEPARATED BY A MINIMUM HORIZONTAL DISTANCE OF 24 INCHES.
   H. OUTLET BOXES SHALL BE SECURELY FASTENED TO WALL FRAMING MEMBERS.
   I. THE OPENING IN THE GYPSUM BOARD FACING SHALL BE CUT NOT TO EXCEED 1/8 INCH BETWEEN THE EDGES OF THE OUTLET BOX AND THE EDGES OF THE OPENING.
38. SMOKE DETECTORS SHALL BE PROVIDED NO CLOSER THAN 36" FROM SUPPLY AIR DIFFUSERS.
39. CONTRACTOR SHALL PROVIDE A TYPE WRITTEN DIRECTORY OF EACH PANELBOARD. HAND WRITTEN DIRECTORY IS NOT ACCEPTABLE, EXCEPT SPARE AND SPACES SHALL BE HANDWRITTEN IN PENCIL.
40. PROVIDE A 4" STEEL REINFORCED CONCRETE HOUSEKEEPING PAD UNDER ALL FLOOR MOUNTED ELECTRICAL EQUIPMENT.
41. WORKING CLEARANCES FOR ELECTRICAL EQUIPMENT SHALL BE IN COMPLIANCE WITH NEC 110.26.
42. THE EXCLUSIVELY DEDICATED SPACE EXTENDING FROM FLOOR TO STRUCTURAL CEILING WITH A WIDTH AND DEPTH OF THE PANELBOARD OR SWITCHBOARD MUST BE CLEAR OF ALL PIPING, DUCTS, EQUIPMENT FOREIGN TO THE ELECTRICAL EQUIPMENT OR ARCHITECTURAL APPURTENANCES IN ACCORDANCE WITH NEC 408.
43. METER CANS, HUBS, & LUGS FOR SAME ARE TO BE FURNISHED & INSTALLED BY CONTRACTOR. CONTRACTOR TO VERIFY SPECIFIC TYPE OF METER CAN TO BE USED WITH F.P.L. PRIOR TO BID.
44. PROVIDE A PERMANENT SIGN ON THE MAIN ELECTRICAL ROOM DOOR TO THE BLDG. STATING THAT THE SERVICE DISCONNECTS ARE LOCATED INSIDE.
45. SIGNS SHALL BE PLACED AT THE MAIN DISCONNECT EQUIPMENT INDICATING TYPE AND
   A. LOCATION OF ON-SITE EMERGENCY POWER SOURCES.
46. THE EQUIPMENT GROUNDING TERMINAL BARS OF THE NORMAL AND EMERGENCY ELECTRICAL SYSTEM PANELBOARDS SERVING THE SAME BUILDING SHALL BE BONDED TOGETHER WITH AN INSULATED, CONTINUOUS, COPPER CONDUCTOR NOT SMALLER THAN NUMBER 6.
47. THE ELECTRICAL CONTRACTOR SHALL FURNISH A COMPLETE SET OF AS-BUILT DRAWINGS, SHOWING ALL CHANGES AND DEVIATIONS TO THE ARCHITECT/ENGINEER PRIOR TO COMPLETION OF THE PROJECT.
48. ARCHITECTURAL AND/OR ENGINEERING EXPENSES THAT ARE INCURRED DUE TO REVISIONS OR SUBSTITUTIONS REQUESTED BY THE CONTRACTOR SHALL BE PAID FOR BY THAT CONTRACTOR.
50. INDUSTRIAL CONTROL TYPE TRANSFORMERS SHALL BE PROVIDED WITH FINGERSAFE COVERS AND PRIMARY FUSE PROTECTION AS REQUIRED PER NEC 450-3. MOUNT TRANSFORMERS ON 4"X4" JUNCTION BOX ABOVE ACCESSIBLE CEILINGS OR ELECTRICAL ROOMS.
51. PROVIDE U.L. LISTED COMPOUND APPLIED TO BACK OF "BACK TO BACK" BOXES IN RATED WALLS WHERE THE BOXES ARE LESS THAN 24 INCHES APART MEASURED HORIZONTALLY.
52. ALL CONDUITS SHALL BE CONCEALED IN WALLS AND ABOVE CEILINGS.

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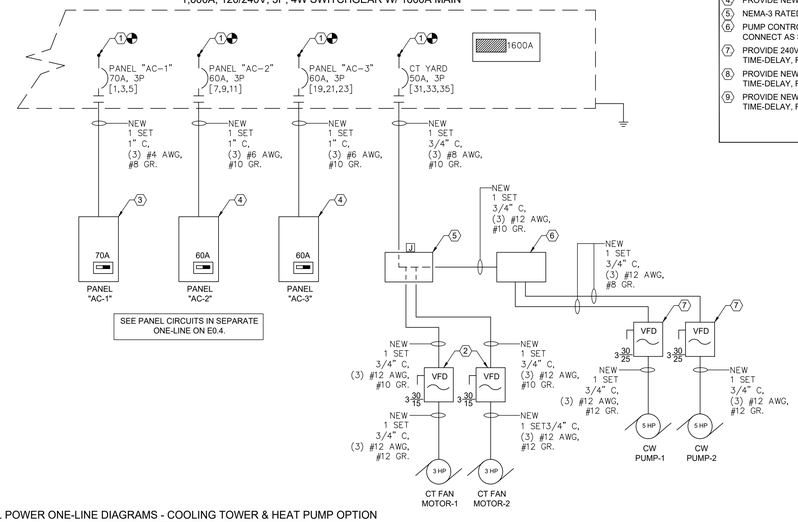
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E0.2

PARTIAL EXISTING POWER PANEL "MDP"

1,600A, 120/240V, 3P, 4W SWITCHGEAR W/ 1600A MAIN

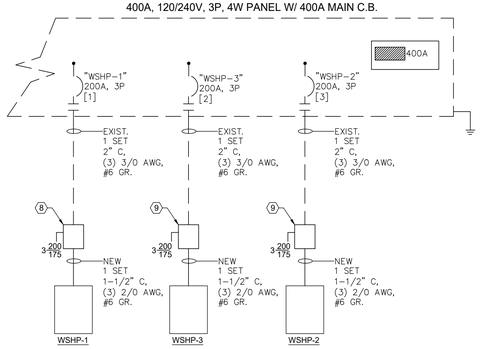


ELECTRICAL ONE-LINE DIAGRAM NEW WORK KEY NOTES (COOLING TOWER OPTION)

1. PROVIDE NEW C.B. IN SPARE CIRCUIT LOCATION SIZED AS SHOWN.
2. PROVIDE 240V, 3Ø, NEMA-3R RATED VFD W/ FUSED D.S.. PROVIDE 15A, DUAL-ELEMENT, TIME-DELAY, RK1 CLASS FUSES. MOUNT ON WALL. SEE CT YARD FOR LOCATIONS.
3. PROVIDE NEW 125A, 120/240V, 3Ø, NEMA-1 RATED PANEL W/ 70A MAIN C.B..
4. PROVIDE NEW 125A, 120/240V, 3Ø, NEMA-1 RATED PANEL W/ 60A MAIN C.B..
5. NEMA-3 RATED J-BOX W/ POLARIS TAPS MOUNTED ON WALL. SEE PLAN.
6. PUMP CONTROLLER PROVIDED BY MECHANICAL CONTRACTOR. PROVIDE ALL WIRING TO CONNECT AS SHOWN.
7. PROVIDE 240V, 3Ø, NEMA-3R RATED VFD W/ FUSED D.S.. PROVIDE 25A, DUAL-ELEMENT, TIME-DELAY, RK1 CLASS FUSES. MOUNT ON WALL. SEE CT YARD FOR LOCATIONS.
8. PROVIDE NEW WALL-MOUNTED, 240V, 3Ø, NEMA-1 RATED D.S.. PROVIDE 175A DUAL-ELEMENT, TIME-DELAY, RK1 CLASS FUSES.
9. PROVIDE NEW WALL-MOUNTED, 240V, 3Ø, NEMA-1 RATED D.S.. PROVIDE 110A DUAL-ELEMENT, TIME-DELAY, RK1 CLASS FUSES.

PARTIAL EXISTING POWER PANEL "AC"

400A, 120/240V, 3P, 4W PANEL W/ 400A MAIN C.B.

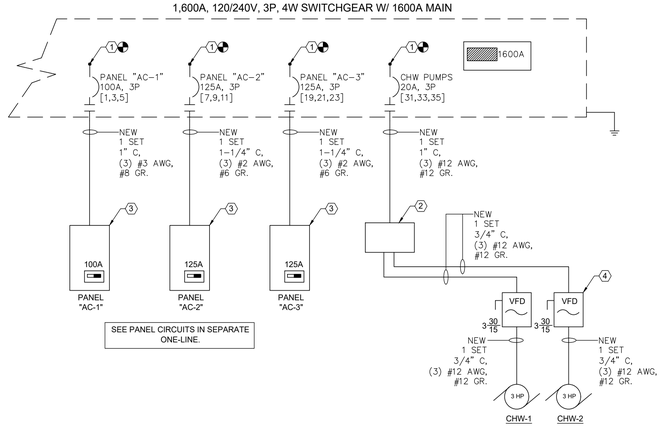


PARTIAL ELECTRICAL POWER ONE-LINE DIAGRAMS - COOLING TOWER & HEAT PUMP OPTION

SCALE: NTS

PARTIAL EXISTING POWER PANEL "MDP"

1,600A, 120/240V, 3P, 4W SWITCHGEAR W/ 1600A MAIN

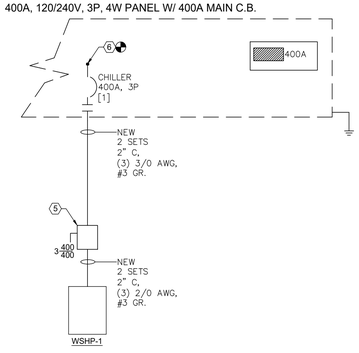


ELECTRICAL ONE-LINE DIAGRAM NEW WORK KEY NOTES (CHILLER OPTION)

1. PROVIDE NEW C.B. IN SPARE CIRCUIT LOCATION SIZED AS SHOWN.
2. PUMP CONTROLLER PROVIDED BY MECHANICAL CONTRACTOR. PROVIDE ALL WIRING TO CONNECT AS SHOWN. PROVIDE NEW 125A, 120/240V, 3Ø, NEMA-1 RATED PANEL W/ 70A MAIN C.B..
3. PROVIDE NEW 125A, 120/240V, 3Ø, NEMA-1 RATED PANEL W/ MAIN C.B. SIZED AS SHOWN.
4. PROVIDE 240V, 3Ø, NEMA-3R RATED VFD W/ FUSED D.S. PROVIDE W/ 15A, DUAL-ELEMENT, TIME-DELAY, RK1 CLASS FUSES. MOUNT ON WALL. SEE CT YARD FOR LOCATIONS. (TYP OF
5. PROVIDE 240V, 3Ø, NEMA-3R RATED D.S. W/ 400A, DUAL-ELEMENT, TIME-DELAY, RK1 CLASS FUSES. MOUNT ON WALL. SEE CHILLER YARD FOR LOCATIONS.
6. REMOVE EXIST. 200A C.B. AND PROVIDE A NEW 400A C.B. FOR NEW CHILLER. REMOVE REMAINING C.B.s FROM PANEL AS NO ADDITIONAL ELECTRICAL LOAD SHALL BE PERMITTED ON THIS PANEL.

PARTIAL EXISTING POWER PANEL "AC"

400A, 120/240V, 3P, 4W PANEL W/ 400A MAIN C.B.



PARTIAL ELECTRICAL POWER ONE-LINE DIAGRAMS - CHILLER & CHW AHU OPTION

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E0.3

NEW MECHANICAL ROOM SUB-PANEL ONE-LINE DIAGRAMS - COOLING TOWER / HEAT PUMP OPTION

SEE CONNECTION TO PANEL IN SEPARATE ONE-LINE.

NEW 1 SET 1-1/4" C, (3) #4 AWG, #8 GR.

NEW 120/240V, 3Ø,4W, 125A PANEL W/ 70A MAIN C.B. IN GROUND LEVEL MECHANICAL ROOM

PANEL "AC-1"

25A [1] — 20A [2]
20A [5] — 30A [10]
25A [11] — 20A [4]
15A [7] — 15A [6]
70A

- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-1.1 MCA: 13.0
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → 1/6 HP EF-1.1
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → 1/10 HP EF-1.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → 1/6 HP EF-1.3
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → TB-1.8 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → TB-1.9 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → TB-1.6 MCA: 7.8
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → TB-1.5 MCA: 7.8
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → WSHP-1.1 (30 / 3 / 20)
- NEW 1 SET 3/4" C, (3) #10 AWG, #10 G. → TB-1.11 MCA: 13.0
- NEW 1 SET 3/4" C, (3) #10 AWG, #10 G. → TB-1.12 MCA: 13.0
- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-1.2 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-1.3 MCA: 7.8
- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-1.4 MCA: 7.8

TYPICAL CONTROLS DETAIL FOR VAV W/ ELECTRIC HEAT

SCALE: NTS

SEE CONNECTION TO PANEL IN SEPARATE ONE-LINE.

NEW 1 SET 1" C, (3) #6 AWG, #10 GR.

NEW 120/240V, 3Ø,4W, 125A PANEL W/ 60A MAIN C.B. IN 2ND FLOOR MECHANICAL ROOM

PANEL "AC-2"

30A [1] — 20A [2]
25A [3] — 15A [4]
25A [11]
15A [9]
60A

- NEW 1 SET 3/4" C, (3) #10 AWG, #10 G. → TB-2.1 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → 1/6 HP EF-2.1
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → 1/10 HP EF-2.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → TB-2.9 MCA: 7.8
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → TB-2.10 MCA: 7.8
- NEW 1 SET 3/4" C, (3) #10 AWG, #10 G. → TB-2.4 MCA: 7.8
- NEW 1 SET 3/4" C, (3) #10 AWG, #10 G. → TB-2.2 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #10 AWG, #10 G. → TB-2.3 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-2.6 MCA: 7.8
- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-2.7 MCA: 7.8
- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-2.8 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-2.5 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-2.11 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-2.12 MCA: 7.8

SEE CONNECTION TO PANEL IN SEPARATE ONE-LINE.

NEW 1 SET 1" C, (3) #6 AWG, #10 GR.

NEW 120/240V, 3Ø,4W, 125A PANEL W/ 60A MAIN C.B. IN 3RD FLOOR MECHANICAL ROOM

PANEL "AC-3"

30A [1] — 20A [4]
20A [3]
25A [5]
15A [11]
60A

- NEW 1 SET 3/4" C, (3) #10 AWG, #10 G. → TB-3.1 MCA: 10.4
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → 1/6 HP EF-3.1
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → TB-3.4 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → TB-3.5 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → TB-3.6 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #10 AWG, #10 G. → TB-3.10 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #10 AWG, #10 G. → TB-3.12 MCA: 7.8
- NEW 1 SET 3/4" C, (3) #10 AWG, #10 G. → TB-3.13 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → TB-3.2 MCA: 7.8
- NEW 1 SET 3/4" C, (3) #12 AWG, #12 G. → TB-3.3 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-3.7 MCA: 5.2
- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-3.8 MCA: 7.8
- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-3.9 MCA: 7.8
- NEW 1 SET 3/4" C, (3) #12 AWG, #10 G. → TB-3.11 MCA: 7.8

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3
4
5

TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023

Issue Date:
04/17/24

E0.4

NEW MECHANICAL ROOM SUB-PANEL ONE-LINE DIAGRAMS - CHILLER / CHILLED WATER AHU

SEE CONNECTION TO PANEL IN SEPARATE ONE-LINE.

NEW 1 SET 1" C, (3) #3 AWG, #8 GR.

NEW 120/240V, 3Ø,4W, 125A PANEL W/ 100A MAIN C.B. IN GROUND LEVEL MECHANICAL ROOM

25A [1] | 20A [2]
20A [5] | 30A [10]
25A [11] | 50A [12,14,16]
15A [7] | 15A [6]
100A

PANEL "AC-1"

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

EF-1.1 (1/6 HP)

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

EF-1.2 (1/10 HP)

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

EF-1.3 (1/6 HP)

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-1.8 MCA: 5.2

NEW 1 SET 3/4" C, (3) #12 AWG, #10 G.

TB-1.1 MCA: 13.0

NEW 1 SET 3/4" C, (3) #12 AWG, #10 G.

TB-1.7 MCA: 7.8

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-1.6 MCA: 7.8

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-1.5 MCA: 7.8

NEW 1 SET 3/4" C, (3) #8 AWG, #10 G.

3 50/50

AHU-1

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-1.9 MCA: 5.2

NEW 1 SET 3/4" C, (3) #10 AWG, #10 G.

TB-1.11 MCA: 13.0

NEW 1 SET 3/4" C, (3) #10 AWG, #10 G.

TB-1.12 MCA: 13.0

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-1.2 MCA: 5.2

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-1.3 MCA: 7.8

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-1.4 MCA: 7.8

SEE CONNECTION TO PANEL IN SEPARATE ONE-LINE.

NEW 1 SET 1-1/4" C, (3) #2 AWG, #6 GR.

NEW 120/240V, 3Ø,4W, 125A PANEL W/ 60A MAIN C.B. IN 2ND FLOOR MECHANICAL ROOM

30A [1] | 20A [6]
25A [3] | 50A [8,10,12]
25A [11] | 15A [4]
15A [9]
125A

PANEL "AC-2"

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

EF-2.1 (1/6 HP)

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

EF-2.2 (1/10 HP)

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-2.9 MCA: 7.8

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-2.10 MCA: 7.8

NEW 1 SET 3/4" C, (3) #8 AWG, #10 G.

3 50/50

AHU-2

NEW 1 SET 3/4" C, (3) #10 AWG, #10 G.

TB-2.1 MCA: 5.2

NEW 1 SET 3/4" C, (3) #10 AWG, #10 G.

TB-2.2 MCA: 5.2

NEW 1 SET 3/4" C, (3) #10 AWG, #10 G.

TB-2.3 MCA: 5.2

NEW 1 SET 3/4" C, (3) #10 AWG, #10 G.

TB-2.4 MCA: 7.8

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-2.6 MCA: 7.8

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-2.7 MCA: 7.8

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-2.8 MCA: 5.2

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-2.5 MCA: 5.2

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-2.11 MCA: 5.2

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-2.12 MCA: 7.8

SEE CONNECTION TO PANEL IN SEPARATE ONE-LINE.

NEW 1 SET 1-1/4" C, (3) #2 AWG, #6 GR.

NEW 120/240V, 3Ø,4W, 125A PANEL W/ 125A MAIN C.B. IN 3RD FLOOR MECHANICAL ROOM

30A [1] | 20A [4]
20A [3] | 50A [12,14,16]
25A [5]
15A [11]
125A

PANEL "AC-3"

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

EF-3.1 (1/6 HP)

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-3.4 MCA: 5.2

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-3.5 MCA: 5.2

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-3.6 MCA: 5.2

NEW 1 SET 3/4" C, (3) #10 AWG, #10 G.

TB-3.1 MCA: 10.4

NEW 1 SET 3/4" C, (3) #10 AWG, #10 G.

TB-3.10 MCA: 5.2

NEW 1 SET 3/4" C, (3) #10 AWG, #10 G.

TB-3.12 MCA: 7.8

NEW 1 SET 3/4" C, (3) #10 AWG, #10 G.

TB-3.13 MCA: 5.2

NEW 1 SET 3/4" C, (3) #8 AWG, #10 G.

3 50/50

AHU-3

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-3.2 MCA: 7.8

NEW 1 SET 3/4" C, (3) #12 AWG, #12 G.

TB-3.3 MCA: 5.2

NEW 1 SET 3/4" C, (3) #12 AWG, #10 G.

TB-3.7 MCA: 5.2

NEW 1 SET 3/4" C, (3) #12 AWG, #10 G.

TB-3.8 MCA: 7.8

NEW 1 SET 3/4" C, (3) #12 AWG, #10 G.

TB-3.9 MCA: 7.8

NEW 1 SET 3/4" C, (3) #12 AWG, #10 G.

TB-3.11 MCA: 7.8

TYPICAL CONTROLS DETAIL FOR VAV W/ ELECTRIC HEAT

SCALE: NTS

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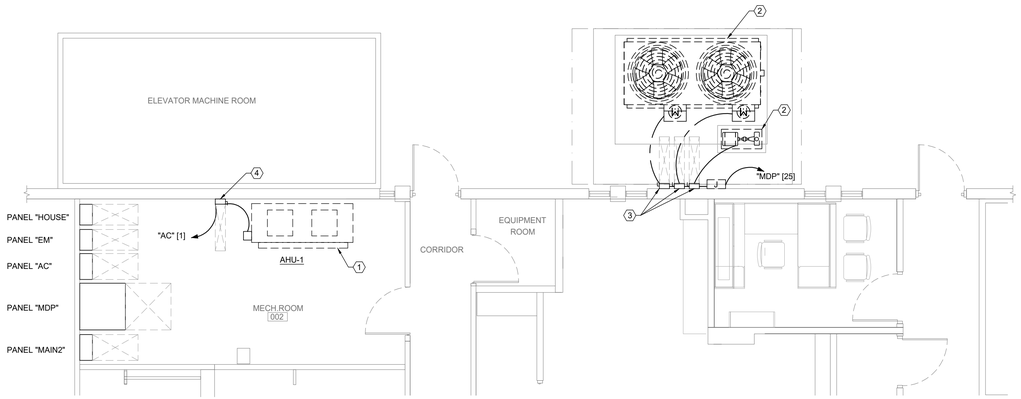
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Florida PE 69240

Revisions:
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3
4
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TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
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E0.5



ELECTRICAL DEMOLITION PLAN - GROUND LEVEL

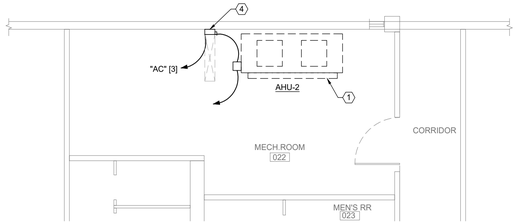
SCALE: 1/4 = 1' - 0"

0" 6" 12" 5' 10' 25'

N

ELECTRICAL DEMOLITION SHEET KEY NOTES

1. DISCONNECT ELECTRICAL POWER FROM HEAT PUMP. REMOVE CONDUITS AND CONDUCTORS BACK TO D.S.
2. DISCONNECT ELECTRICAL POWER FROM CT AND FROM CW PUMP. REMOVE CONDUCTORS AND CONDUIT BACK TO WALL-MOUNTED D.S. THE CT AND PUMP SHALL BE REMOVED BY MECH. CONTRACTOR.
3. REMOVE WALL-MOUNTED D.S. AND CONDUCTORS BACK TO J-BOX.
4. REMOVE WALL-MOUNTED D.S. AND CONDUCTORS BACK TO MAIN PANEL.

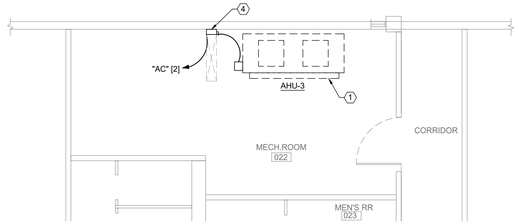


ELECTRICAL DEMOLITION PLAN - 2ND LEVEL

SCALE: 1/4 = 1' - 0"

0" 6" 12" 5' 10' 25'

N



ELECTRICAL DEMOLITION PLAN - 3RD LEVEL

SCALE: 1/4 = 1' - 0"

0" 6" 12" 5' 10' 25'

N

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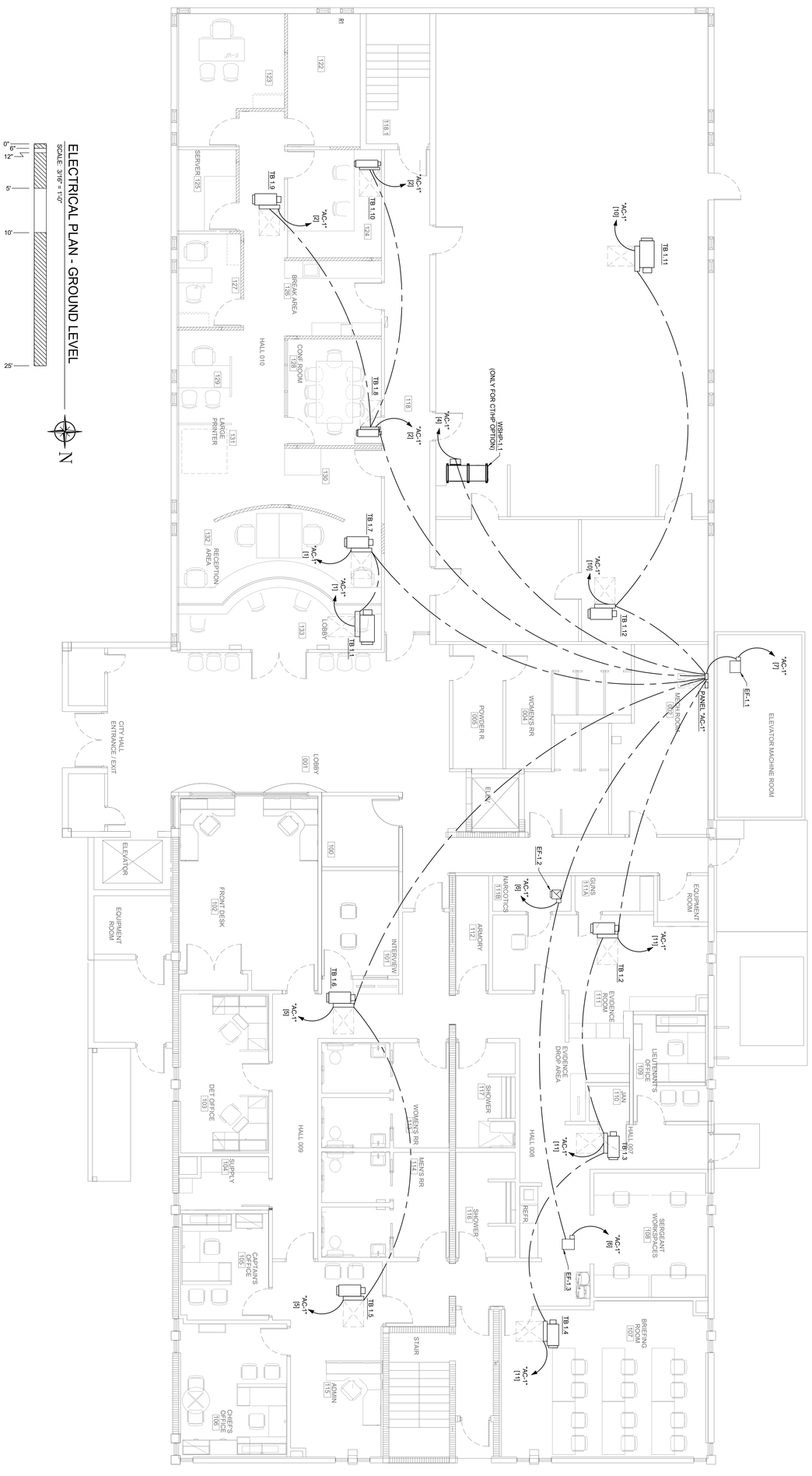
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TOWN OF PEMBROKE PARK TOWNHALL
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E1.1



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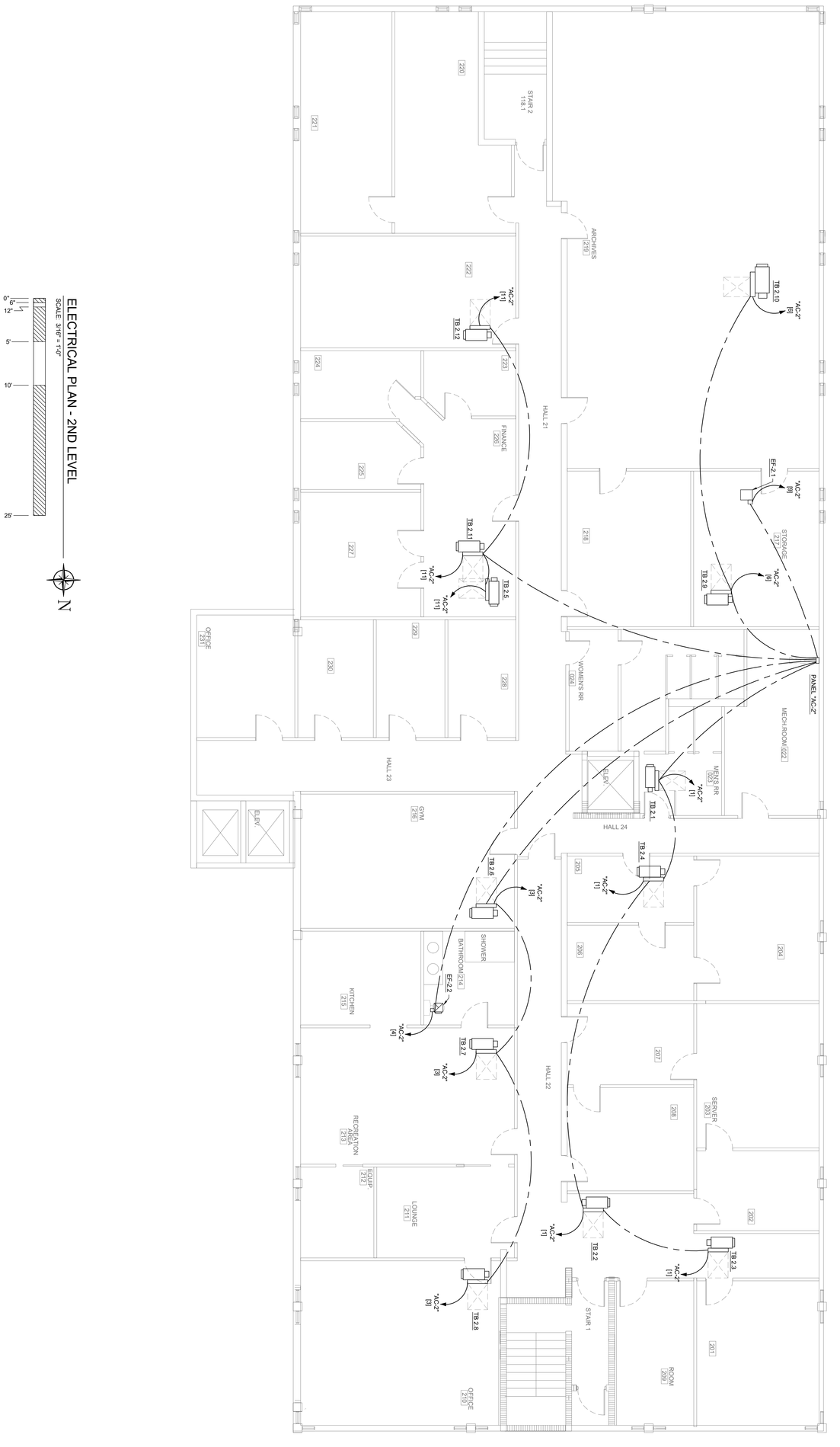
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ELECTRICAL PLAN - 3RD LEVEL

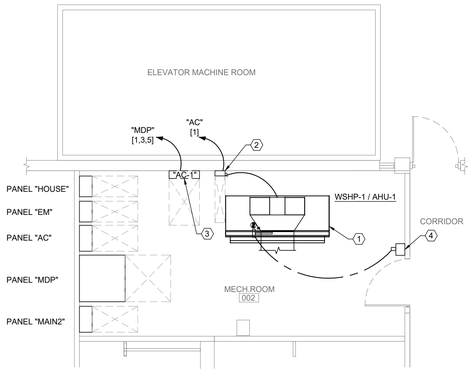
SCALE: 3/16" = 1'-0"

N

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E2.3	Issue Date: 04/17/24	TOWN OF PEMBROKE PARK TOWNHALL HVAC RENOVATION 3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023	Revisions: 1 2 3 4 5	Ryan Tobaro, PE Florida PE 89240	FOR PRICING ONLY NOT FOR CONSTRUCTION	7957 N. University Drive, #256 Parkland, FL 33067 www.cx4buildings.com 954-461-3001 FL Certificate of Authorization No. 30508

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ELECTRICAL NEW WORK PLAN - GROUND LEVEL - HEAT PUMP OPTION

SCALE: 1/4 = 1' - 0"

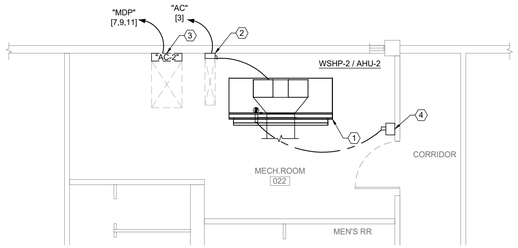
N

GROUND LEVEL ELECTRICAL NEW WORK SHEET KEY NOTES

1. CONNECT ELECTRICAL POWER TO HEAT PUMP. PROVIDE CIRCUIT AS SHOWN ON PLANS AND IN ONE-LINE.
2. PROVIDE A NEW WALL-MOUNTED FUSED D.S.. SEE ONE-LINE FOR CIRCUIT AND FUSE SIZES.
3. PROVIDE NEW 120/240V, 3Ø, NEMA-1, 125A RATED PANEL.
4. PROVIDE WIRING FROM S.A. SMOKE DETECTOR TO TEST STATION (PROVIDED BY MECH. CONTRACTOR)

THE HEAT PUMP OPTION IS SHOWN. THE ELECTRICAL FLOOR PLAN FOR THE CHILLED WATER AHU OPTION DOES NOT CHANGE WITH THE EXCEPTION OF THE PHYSICAL SIZE OF THE AHU. WE DID NOT SHOW A SEPARATE ELECTRICAL MECHANICAL ROOM PLAN FOR THE CHILLED WATER AHU FOR THE PRICING SET.

NOTE THAT THE ELECTRICAL PANEL SCHEDULES BETWEEN THE TWO OPTIONS ARE DIFFERENT. REFER TO THE PANEL SCHEDULES FOR EACH SPECIFIC OPTION.



ELECTRICAL NEW WORK PLAN - 2ND LEVEL

SCALE: 1/4 = 1' - 0"

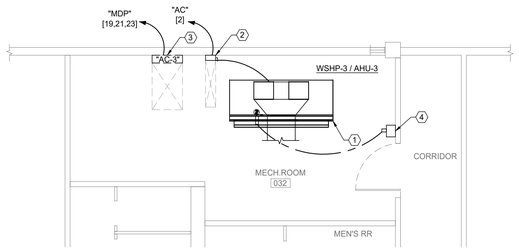
N

2ND LEVEL ELECTRICAL NEW WORK SHEET KEY NOTES

1. CONNECT ELECTRICAL POWER TO HEAT PUMP. PROVIDE CIRCUIT AS SHOWN ON PLANS AND IN ONE-LINE.
2. PROVIDE A NEW WALL-MOUNTED FUSED D.S.. SEE ONE-LINE FOR CIRCUIT AND FUSE SIZES.
3. PROVIDE NEW 120/240V, 3Ø, NEMA-1, 125A RATED PANEL.
4. PROVIDE WIRING FROM S.A. SMOKE DETECTOR TO TEST STATION (PROVIDED BY MECH. CONTRACTOR)

THE HEAT PUMP OPTION IS SHOWN. THE ELECTRICAL FLOOR PLAN FOR THE CHILLED WATER AHU OPTION DOES NOT CHANGE WITH THE EXCEPTION OF THE PHYSICAL SIZE OF THE AHU. WE DID NOT SHOW A SEPARATE ELECTRICAL MECHANICAL ROOM PLAN FOR THE CHILLED WATER AHU FOR THE PRICING SET.

NOTE THAT THE ELECTRICAL PANEL SCHEDULES BETWEEN THE TWO OPTIONS ARE DIFFERENT. REFER TO THE PANEL SCHEDULES FOR EACH SPECIFIC OPTION.



ELECTRICAL NEW WORK PLAN - 3RD LEVEL

SCALE: 1/4 = 1' - 0"

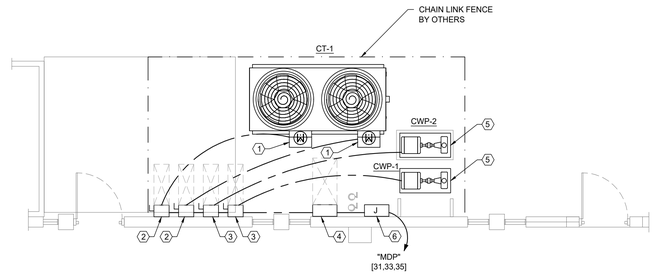
N

3RD LEVEL ELECTRICAL NEW WORK SHEET KEY NOTES

1. CONNECT ELECTRICAL POWER TO HEAT PUMP. PROVIDE CIRCUIT AS SHOWN ON PLANS AND IN ONE-LINE.
2. PROVIDE A NEW WALL-MOUNTED FUSED D.S.. SEE ONE-LINE FOR CIRCUIT AND FUSE SIZES.
3. PROVIDE NEW 120/240V, 3Ø, NEMA-1, 125A RATED PANEL.
4. PROVIDE WIRING FROM S.A. SMOKE DETECTOR TO TEST STATION (PROVIDED BY MECH. CONTRACTOR)

THE HEAT PUMP OPTION IS SHOWN. THE ELECTRICAL FLOOR PLAN FOR THE CHILLED WATER AHU OPTION DOES NOT CHANGE WITH THE EXCEPTION OF THE PHYSICAL SIZE OF THE AHU. WE DID NOT SHOW A SEPARATE ELECTRICAL MECHANICAL ROOM PLAN FOR THE CHILLED WATER AHU FOR THE PRICING SET.

NOTE THAT THE ELECTRICAL PANEL SCHEDULES BETWEEN THE TWO OPTIONS ARE DIFFERENT. REFER TO THE PANEL SCHEDULES FOR EACH SPECIFIC OPTION.



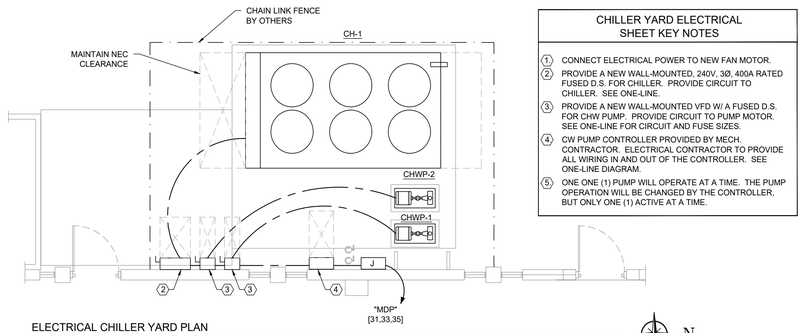
ELECTRICAL COOLING TOWER YARD PLAN

SCALE: 1/4 = 1' - 0"

N

COOLING TOWER YARD ELECTRICAL SHEET KEY NOTES

1. CONNECT ELECTRICAL POWER TO NEW FAN MOTOR.
2. NEW WALL-MOUNTED, NEMA-3R RATED VFD W/ A FUSED D.S. FOR CT FAN MOTOR PROVIDED BY MECH. CONTRACTOR. PROVIDE CIRCUIT TO FAN MOTOR. SEE ONE-LINE FOR CIRCUIT AND FUSE SIZES.
3. NEW WALL-MOUNTED, NEMA-3R RATED VFD W/ A FUSED D.S. FOR CW PUMP PROVIDED BY MECH. CONTRACTOR. PROVIDE CIRCUIT TO PUMP MOTOR. SEE ONE-LINE FOR CIRCUIT AND FUSE SIZES.
4. CW PUMP CONTROLLER PROVIDED BY MECH. CONTRACTOR. ELECTRICAL CONTRACTOR TO PROVIDE ALL WIRING IN AND OUT OF THE CONTROLLER. SEE ONE-LINE DIAGRAM.
5. ONE ONE (1) PUMP WILL OPERATE AT A TIME. THE PUMP OPERATION WILL BE CHANGED BY THE CONTROLLER, BUT ONLY ONE (1) ACTIVE AT A TIME.
6. PROVIDE A WALL-MOUNTED, NEMA-3R RATED J-BOX FOR CIRCUIT FROM MDP. PROVIDE POLARIS TAPS OR EQUAL AND CONTINUE CIRCUITS AS SHOWN IN ONE-LINE.



ELECTRICAL CHILLER YARD PLAN

SCALE: 1/4 = 1' - 0"

N

CHILLER YARD ELECTRICAL SHEET KEY NOTES

1. CONNECT ELECTRICAL POWER TO NEW FAN MOTOR.
2. PROVIDE A NEW WALL-MOUNTED, 240V, 3Ø, 400A RATED FUSED D.S. FOR CHILLER. PROVIDE CIRCUIT TO CHILLER. SEE ONE-LINE.
3. PROVIDE A NEW WALL-MOUNTED VFD W/ A FUSED D.S. FOR CHW PUMP. PROVIDE CIRCUIT TO PUMP MOTOR. SEE ONE-LINE FOR CIRCUIT AND FUSE SIZES.
4. CW PUMP CONTROLLER PROVIDED BY MECH. CONTRACTOR. ELECTRICAL CONTRACTOR TO PROVIDE ALL WIRING IN AND OUT OF THE CONTROLLER. SEE ONE-LINE DIAGRAM.
5. ONE ONE (1) PUMP WILL OPERATE AT A TIME. THE PUMP OPERATION WILL BE CHANGED BY THE CONTROLLER, BUT ONLY ONE (1) ACTIVE AT A TIME.

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

0" 6" 12" 5' 10' 25'

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E2.4

MFG	ITE IMPERIAL CORP.											TYPE	EXISTING	KEY NOTES: 1, 2				PANEL RATING	1600 AMPS
VOLTS	120/240V 3Ø4W											PANEL	"MDP"	FED FROM FPL TRANSFORMER				AIC: 22,000A	
BUS A (KVA)	BUS B (KVA)	BUS C (KVA)	LOAD	KEY NOTES	CODE	# OF SETS	COND	WIRE SIZE	GND	CB RATING (AMPS)	CKT	CKT	CB RATING (AMPS)	GND	WIRE SIZE	COND	# OF SETS	CODE	KEY NOTES	LOAD	BUS A (KVA)	BUS B (KVA)	BUS C (KVA)
-			BLANK				-	-	-	-	1	2	100	8	3	1-1/4"	1	M	4	OUTSIDE GARAGE	8.3		
			BLANK				-	-	-	-	3	4	-	-	3	-	1						8.3	
		-	BLANK				-	-	-	-	5	6	100	8	3	1-1/4"	1	R	4	RANGE & RECEPTACLES (BREAK ROOM)			8.3
-			BLANK				-	-	-	-	7	8	-	-	3	-	1				8.3			
	-		BLANK				-	-	-	-	9	10	125	6	2	1-1/4"	1	G	4	2ND FLOOR IT SUB-PANEL		10.8	
		-	BLANK				-	-	-	-	11	12	-	-	2	-	1							10.8
9.7						1	-	3	-	-	13	14	-	-	12	-	1				0.3			
	9.7		??	4	G	1	1-1/4"	3	8	100	15	16	30	10	12	3/4"	1	G	1	SURGE PROTECTOR		0.3	
		9.7				1	-	3	-	-	17	18	-	-	12	-	1							0.3
-							-	-	-	-	19	20	-	-	-	-					-			
	-		BLANK				-	-	-	-	21	22	-	-	-	-				BLANK		-		
		-					-	-	-	-	23	24	-	-	-	-								-
17.3						1	-	2/0	-	-	25	26	-	-	2/0	-	1				17.3			
	17.3		??	4	G	1	2"	2/0	6	200	27	28	200	6	2/0	2"	1	G	4	??		17.3		
		17.3				1	-	2/0	-	-	29	30	-	-	2/0	-	1							17.3
4.0				LM		1	-	8	-	-	31	32	-	-	6	-	1				6.6			
	4.0		COOLING TOWER & CW PUMPS	5	LM	1	3/4"	8	8	100	33	34	100	8	6	1"	1	G	4	HOUSE PANEL		6.6	
		4.0			LM	1	-	8	-	-	35	36	-	-	6	-	1							6.6

TOTALS

KVA ΦA	KVA ΦB	KVA ΦC	KVA ΦN
71.8	74.3	74.3	0.0

LOAD CALCULATIONS PER NEC 220

1ST 10KVA OF RECEPS.	8.3	AT 100%	8.3
REMAIN OF RECEPS.	0.0	AT 50%	0.0
LIGHTING	0.0	AT 125%	0.0
LARGEST MOTOR	12.0	AT 125%	14.9
WATER HEATER	0.0	AT 125%	0.0
REMAINDER OF LOADS		AT 100%	200.1
		TOTAL kVA	223.3
		TOTAL AMPS	537.2

REMARKS & KEY NOTES

1. 1600A MAIN C.B.
2. VERIFY ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PRIOR TO CONSTRUCTION; ALL EQUIPMENT'S ELECTRICAL REQUIREMENTS SHALL BE CONFIRMED WITH MFG SPECS. VERIFY VOLTAGE, AMPERAGE, AND BREAKER SIZES.
3. NEW ELECTRICAL LOAD. PROVIDE NEW 3 POLE "HACR" RATED BREAKER AND CIRCUIT SIZED AS INDICATED
4. EXISTING CIRCUIT TO REMAIN
5. REMOVE EXIST. C.B. AND CONDUCTORS

Overcurrent Protection for Continous and Noncontinous Loads per NEC 210.20(A)
Panel Max Amps: 1280 Amps

CODES	DESCRIPTION
L	LIGHTING
G	GENERAL
R	RECEPTACLES
NC	NON-CONCURRENT
M	MOTOR
LM	LARGEST MOTOR

EXISTING PANEL SCHEDULE - "MDP"
SCALE: N.T.S.

MFG	ITE IMPERIAL CORP.											TYPE	EXISTING	KEY NOTES: 1, 2				PANEL RATING	1600 AMPS
VOLTS	120/240V 3Ø4W											PANEL	"MDP"	FED FROM FPL TRANSFORMER				AIC: 22,000A	
BUS A (KVA)	BUS B (KVA)	BUS C (KVA)	LOAD	KEY NOTES	CODE	# OF SETS	COND	WIRE SIZE	GND	CB RATING (AMPS)	CKT	CKT	CB RATING (AMPS)	GND	WIRE SIZE	COND	# OF SETS	CODE	KEY NOTES	LOAD	BUS A (KVA)	BUS B (KVA)	BUS C (KVA)
7.2						1	-	4	-	-	1	2	100	8	3	1-1/4"	1	M	4	OUTSIDE GARAGE	8.3		
	7.2		PANEL "AC-1"	3	G	1	1-1/4"	4	8	70	3	4	-	-	3	-	1					8.3	
		7.2				1	-	4	-	-	5	6	100	8	3	1-1/4"	1	R	4	RANGE & RECEPTACLES (BREAK ROOM)			8.3
5.4						1	-	6	-	-	7	8	-	-	3	-	1				8.3			
	5.4		PANEL "AC-2"	3	G	1	1"	6	10	60	9	10	125	6	2	1-1/4"	1	G	4	2ND FLOOR IT SUB-PANEL		10.8	
		5.4				1	-	6	-	-	11	12	-	-	2	-	1							10.8
9.7						1	-	3	-	-	13	14	-	-	12	-	1				0.3			
	9.7		??	4	G	1	1-1/4"	3	8	100	15	16	30	10	12	3/4"	1	G	1	SURGE PROTECTOR		0.3	
		9.7				1	-	3	-	-	17	18	-	-	12	-	1							0.3
5.1						1	-	8	-	-	19	20	-	-	-	-					-			
	5.1		PANEL "AC-3"	3	G	1	1"	8	10	60	21	22	-	-	-	-				BLANK		-		
		5.1				1	-	8	-	-	23	24	-	-	-	-								-
17.3						1	-	2/0	-	-	25	26	-	-	2/0	-	1				17.3			
	17.3		??	4	G	1	2"	2/0	6	200	27	28	200	6	2/0	2"	1	G	4	??		24.5		
		17.3				1	-	2/0	-	-	29	30	-	-	2/0	-	1							17.3
3.7				LM		1	-	8	-	-	31	32	-	-	6	-	1				6.6			
	3.7		COOLING TOWER & CW PUMPS	5	LM	1	3/4"	8	10	50	33	34	100	8	6	1"	1	G	4	HOUSE PANEL		6.6	
		3.7			LM	1	-	8	-	-	35	36	-	-	6	-	1							6.6

TOTALS

KVA ΦA	KVA ΦB	KVA ΦC	KVA ΦN
89.2	98.9	91.7	0.0

LOAD CALCULATIONS PER NEC 220

1ST 10KVA OF RECEPS.	8.3	AT 100%	8.3
REMAIN OF RECEPS.	0.0	AT 50%	0.0
LIGHTING	0.0	AT 125%	0.0
LARGEST MOTOR	11.0	AT 125%	13.8
WATER HEATER	0.0	AT 125%	0.0
REMAINDER OF LOADS		AT 100%	260.4
		TOTAL kVA	282.5
		TOTAL AMPS	679.5

REMARKS & KEY NOTES

1. 1600A MAIN C.B.
2. VERIFY ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PRIOR TO CONSTRUCTION; ALL EQUIPMENT'S ELECTRICAL REQUIREMENTS SHALL BE CONFIRMED WITH MFG SPECS. VERIFY VOLTAGE, AMPERAGE, AND BREAKER SIZES.
3. NEW ELECTRICAL LOAD. PROVIDE NEW 3 POLE "HACR" RATED BREAKER AND CIRCUIT SIZED AS INDICATED
4. EXISTING CIRCUIT TO REMAIN
5. NEW ELECTRICAL LOAD ON EXISTING CIRCUIT

Overcurrent Protection for Continous and Noncontinous Loads per NEC 210.20(A)
Panel Max Amps: 1280 Amps

CODES	DESCRIPTION
L	LIGHTING
G	GENERAL
R	RECEPTACLES
NC	NON-CONCURRENT
M	MOTOR
LM	LARGEST MOTOR

UPDATED PANEL SCHEDULE - "MDP" (COOLING TOWER OPTION)
SCALE: N.T.S.

MFG	ITE IMPERIAL CORP.												TYPE:	EXISTING	PANEL RATING:	400 AMPS
VOLTS	120/208V 3Ø4W												PANEL	"MDP"		
BUS A (KVA)	BUS B (KVA)	BUS C (KVA)	LOAD	KEY NOTES	CODE	# OF SETS	COND	WIRE SIZE	GND	CB RATING (AMPS)	LOAD #					
10.9					LM	1	-	2	-	-						
	10.9		AC-1	3	LM	1	1-1/4"	2	6	200	1					
		10.9			LM	1	-	2	-	-						
10.9						1	-	2	-	-						
	10.9		AC-3		M	1	1-1/4"	2	6	200	2					
		10.9				1	-	2	-	-						
10.9						1	-	2	-	-						
	10.9		AC-2		M	1	1-1/4"	2	6	200	3					
		10.9				1	-	2	-	-						

TOTALS

KVA ΦA	KVA ΦB	KVA ΦC
32.8	32.8	32.8

LOAD CALCULATIONS PER NEC 220

1ST 10KVA OF RECEPS.	0.0	AT 100%	0.0
REMAIN OF RECEPS.	0.0	AT 50%	0.0
LIGHTING	0.0	AT 125%	0.0
LARGEST MOTOR	32.8	AT 125%	41.0
WATER HEATER	0.0	AT 125%	0.0
REMAINDER OF LOADS		AT 100%	65.6
		TOTAL kVA	106.6
		TOTAL AMPS	295.8

REMARKS & KEY NOTES

1. 400 MAIN C.B.
2. VERIFY ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PRIOR TO CONSTRUCTION; ALL EQUIPMENT'S ELECTRICAL REQUIREMENTS SHALL BE CONFIRMED WITH MFG SPECS. VERIFY VOLTAGE, AMPERAGE, AND BREAKER SIZES.
3. EXIST. CIRCUIT TO REMAIN FOR CT, AND BE REMOVED FOR CHILLER

CODES	DESCRIPTION
G	GENERAL
NC	NON-CONCURRENT LOAD
M	MOTOR

EXISTING PANEL SCHEDULE - "AC"
SCALE: N.T.S.

MFG	ITE IMPERIAL CORP.												TYPE:	EXISTING	PANEL RATING:	400 AMPS
VOLTS	120/208V 3Ø4W												PANEL	"MDP"		
BUS A (KVA)	BUS B (KVA)	BUS C (KVA)	LOAD	KEY NOTES	CODE	# OF SETS	COND	WIRE SIZE	GND	CB RATING (AMPS)	LOAD #					
16.4					LM	1	-	2/0	-	-						
	16.4		WSHP-1	4	LM	1	2"	2/0	6	200	1					
		16.4			LM	1	-	2/0	-	-						
10.9						1	-	2/0	-	-						
	10.9		WSHP-3	4	M	1	2"	2/0	6	200	2					
		10.9				1	-	2/0	-	-						
10.9						1	-	2/0	-	-						
	10.9		WSHP-2	4	M	1	2"	2/0	6	200	3					
		10.9				1	-	2/0	-	-						

TOTALS

KVA ΦA	KVA ΦB	KVA ΦC
38.3	38.3	38.3

LOAD CALCULATIONS PER NEC 220

1ST 10KVA OF RECEPS.	0.0	AT 100%	0.0
REMAIN OF RECEPS.	0.0	AT 50%	0.0
LIGHTING	0.0	AT 125%	0.0
LARGEST MOTOR	49.3	AT 125%	61.6
WATER HEATER	0.0	AT 125%	0.0
REMAINDER OF LOADS		AT 100%	65.5
		TOTAL kVA	127.1
		TOTAL AMPS	352.7

REMARKS & KEY NOTES

1. 400 MAIN C.B.
2. VERIFY ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PRIOR TO CONSTRUCTION; ALL EQUIPMENT'S ELECTRICAL REQUIREMENTS SHALL BE CONFIRMED WITH MFG SPECS. VERIFY VOLTAGE, AMPERAGE, AND BREAKER SIZES.
3. EXIST. CIRCUIT TO BE REMOVED
4. EXIST. CIRCUIT BREAKER TO BE REUSED

CODES	DESCRIPTION
G	GENERAL
NC	NON-CONCURRENT LOAD
M	MOTOR

UPDATED PANEL SCHEDULE - "AC" (COOLING TOWER OPTION)
SCALE: N.T.S.

MFG	EATON												TYPE	NEW	KEY NOTES: 1, 2				PANEL RATING	125 AMPS
VOLTS	120/240V 3Ø4W												PANEL	"AC-1"	FED FROM "MDP"				AIC: 65,000A	
BUS A (KVA)	BUS B (KVA)	BUS C (KVA)	LOAD	KEY NOTES	CODE	# OF SETS	COND	WIRE SIZE	GND	CB RATING (AMPS)	CKT	CKT	CB RATING (AMPS)	GND	WIRE SIZE	COND	# OF SETS	CODE	KEY NOTES	LOAD	BUS A (KVA)	BUS B (KVA)	BUS C (KVA)
4.0			TB-1, TB-1.7	3	G	1	3/4"	12	10	25	1	2	20	12	12	3/4"	1	G	3	TB-1.8, T-1.9, TB-1.10	3.0		
	-		BLANK				-	-	-	-	3	4	20	12	12	3/4"	1	LM	3	WSHP-1.1		1.5	
		3.0	TB-1.5, TB-1.6	3	G	1	3/4"	12	12	20	5	6	15	12	12	3/4"	1	G	3	EF-1.2, EF-1.3			0.5
0.3			EF-1.1	3	G	1	3/4"	12	12	15	7	8	-	-	-	-				BLANK	-		
	-		BLANK				-	-	-	-	9	10	30	10	10	3/4"	1	G	3	TB-1.11, TB-1.12		5.0	
		4.0	TB-1.2, TB-1.3, TB-1.4	3	G	1	3/4"	12	10	25	11	12	-	-	-	-				BLANK			-
-			BLANK				-	-	-	-	13	14	-	-	-	-				BLANK	-		
	-		BLANK				-	-	-	-	15	16	-	-	-	-				BLANK		-	

TOTALS

KVA ΦA	KVA ΦB	KVA ΦC	KVA ΦN
7.3	6.5	7.5	19.9

LOAD CALCULATIONS PER NEC 220

1ST 10KVA OF RECEPS.	0.0	AT 100%	0.0
REMAIN OF RECEPS.	0.0	AT 50%	0.0
LIGHTING	0.0	AT 125%	0.0
LARGEST MOTOR	1.5	AT 125%	1.9
WATER HEATER	0.0	AT 125%	0.0
REMAINDER OF LOADS		AT 100%	19.9
		TOTAL kVA	21.7
		TOTAL AMPS	52.2

REMARKS & KEY NOTES

1. 70A MAIN C.B.
2. VERIFY ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PRIOR TO CONSTRUCTION; ALL EQUIPMENT'S ELECTRICAL REQUIREMENTS SHALL BE CONFIRMED WITH MFG SPECS. VERIFY VOLTAGE, AMPERAGE, AND
3. NEW ELECTRICAL LOAD. PROVIDE NEW 1 POLE "HACR" RATED BREAKER AND CIRCUIT SIZED AS INDICATED

Overcurrent Protection for Continous and Noncontinous Loads per NEC 210.20(A)
Panel Max Amps: 100 Amps

CODES	DESCRIPTION
L	LIGHTING
G	GENERAL
R	RECEPTACLES
NC	NON-CONCURRENT
M	MOTOR
LM	LARGEST MOTOR

NEW PANEL SCHEDULE - "AC-1" (COOLING TOWER OPTION)
SCALE: N.T.S.

MFG	EATON												TYPE	NEW	KEY NOTES: 1, 2				PANEL RATING	125 AMPS
VOLTS	120/240V 3Ø4W												PANEL	"AC-2"	FED FROM "MDP"				AIC: 65,000A	
BUS A (KVA)	BUS B (KVA)	BUS C (KVA)	LOAD	KEY NOTES	CODE	# OF SETS	COND	WIRE SIZE	GND	CB RATING (AMPS)	CKT	CKT	CB RATING (AMPS)	GND	WIRE SIZE	COND	# OF SETS	CODE	KEY NOTES	LOAD	BUS A (KVA)	BUS B (KVA)	BUS C (KVA)
5.0			TB-2.1, TB-2.2, TB-2.3, TB-2.4	3	G	1	3/4"	10	10	30	1	2	-	-	-	-	1	G	3	BLANK	-		
	4.0		TB-2.6, TB-2.7, TB-2.8	3	G	1	3/4"	12	10	25	3	4	15	12	12	3/4"	1	G	3	EF-2.2		0.3	
		0.0	BLANK	3	G	1	-	-	-	-	5	6	20	12	12	3/4"	1	G	3	TB-2.9, TB-2.10			3.0
0.0			BLANK	3	G	1	-	-	-	-	7	8	-	-	-	-				BLANK	-		
	0.3		EF-2.1	3	G	1	3/4"	12	12	15	9	10	-	-	-	-				BLANK		-	
		3.5	TB-2.5, TB-2.11, TB-2.12	3	G	1	3/4"	12	10	25	11	12	-	-	-	-				BLANK			-

TOTALS

KVA ΦA	KVA ΦB	KVA ΦC	KVA ΦN
5.0	4.7	6.5	16.2

LOAD CALCULATIONS PER NEC 220

1ST 10KVA OF RECEPS.	0.0	AT 100%	0.0
REMAIN OF RECEPS.	0.0	AT 50%	0.0
LIGHTING	0.0	AT 125%	0.0
LARGEST MOTOR	0.0	AT 125%	0.0
WATER HEATER	0.0	AT 125%	0.0
REMAINDER OF LOADS		AT 100%	16.2
		TOTAL kVA	16.2
		TOTAL AMPS	38.9

REMARKS & KEY NOTES

1. 60A MAIN C.B.
2. VERIFY ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PRIOR TO CONSTRUCTION; ALL EQUIPMENT'S ELECTRICAL REQUIREMENTS SHALL BE CONFIRMED WITH MFG SPECS. VERIFY VOLTAGE, AMPERAGE,
3. NEW ELECTRICAL LOAD. PROVIDE NEW 1 POLE "HACR" RATED BREAKER AND CIRCUIT SIZED AS
4. EXISTING CIRCUIT TO REMAIN
5. NEW ELECTRICAL LOAD ON EXISTING CIRCUIT

Overcurrent Protection for Continous and Noncontinous Loads per NEC 210.20(A)
Panel Max Amps: 100 Amps

CODES	DESCRIPTION
L	LIGHTING
G	GENERAL
R	RECEPTACLES
NC	NON-CONCURRENT
M	MOTOR
LM	LARGEST MOTOR

NEW PANEL SCHEDULE - "AC-2" (COOLING TOWER OPTION)
SCALE: N.T.S.

MFG	EATON												TYPE	NEW	KEY NOTES: 1, 2				PANEL RATING	125 AMPS
VOLTS	120/240V 3Ø4W												PANEL	"AC-3"	FED FROM "MDP"				AIC: 65,000A	
BUS A (KVA)	BUS B (KVA)	BUS C (KVA)	LOAD	KEY NOTES	CODE	# OF SETS	COND	WIRE SIZE	GND	CB RATING (AMPS)	CKT	CKT	CB RATING (AMPS)	GND	WIRE SIZE	COND	# OF SETS	CODE	KEY NOTES	LOAD	BUS A (KVA)	BUS B (KVA)	BUS C (KVA)
5.5			TB-3.1, TB-3.10, TB-3.12, TB-3.13	3	G	1	3/4"	10	10	30	1	2	-	-	-	-				BLANK	-		
	2.5		TB-3.2, TB-3.3	3	G	1	3/4"	12	12	20	3	4	20	12	12	3/4"	1	G	3	TB-3.4, TB-3.5, TB-3.6		3.0	
		4.0	TB-3.7, TB-3.8, TB-3.9, TB-3.11	3	G	1	3/4"	12	10	25	5	6	-	-	-	-				BLANK			-
-			BLANK				-	-	-	-	7	8	-	-	-	-				BLANK	-		
	-		BLANK				-	-	-	-	9	10	-	-	-	-				BLANK		-	
		0.3	EF-3.1	3	G	1	3/4"	12	12	15	11	12	-	-	-	-				BLANK			-

TOTALS

KVA ΦA	KVA ΦB	KVA ΦC	KVA ΦN
5.5	5.5	4.3	15.3

LOAD CALCULATIONS PER NEC 220

1ST 10KVA OF RECEPS.	0.0	AT 100%	0.0
REMAIN OF RECEPS.	0.0	AT 50%	0.0
LIGHTING	0.0	AT 125%	0.0
LARGEST MOTOR	0.0	AT 125%	0.0
WATER HEATER	0.0	AT 125%	0.0
REMAINDER OF LOADS		AT 100%	15.3
		TOTAL kVA	15.3
		TOTAL AMPS	36.9

REMARKS & KEY NOTES

1. 60A MAIN C.B.
2. VERIFY ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PRIOR TO CONSTRUCTION; ALL EQUIPMENT'S ELECTRICAL REQUIREMENTS SHALL BE CONFIRMED WITH MFG SPECS. VERIFY VOLTAGE, AMPERAGE, AND
3. NEW ELECTRICAL LOAD. PROVIDE NEW 1 POLE "HACR" RATED BREAKER AND CIRCUIT SIZED AS INDICATED
4. EXISTING CIRCUIT TO REMAIN
5. NEW ELECTRICAL LOAD ON EXISTING CIRCUIT

Overcurrent Protection for Continous and Noncontinous Loads per NEC 210.20(A)
Panel Max Amps: 100 Amps

CODES	DESCRIPTION
L	LIGHTING
G	GENERAL
R	RECEPTACLES
NC	NON-CONCURRENT
M	MOTOR
LM	LARGEST MOTOR

NEW PANEL SCHEDULE - "AC-3 (COOLING TOWER OPTION)
SCALE: N.T.S.

Cx4b Commissioning for Buildings
7957 N. University Drive, #256
Parkland, FL 33067
www.cx4buildings.com
954-461-3001
FL Certificate of Authorization No. 30508

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Ryan Todaro, PE
Florida PE 69240

Revisions: 1 2 3 4 5

TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023

Issue Date: 04/17/24

E3.1

MFG ITE IMPERIAL CORP. | TYPE EXISTING | KEY NOTES: 1, 2 | PANEL RATING 1600 AMPS
VOLTS 120/240V 3Ø4W | PANEL "MDP" | FED FROM FPL TRANSFORMER | AIC: 22,000A

BUS A (KVA)	BUS B (KVA)	BUS C (KVA)	LOAD	KEY NOTES	CODE	# OF SETS	COND	WIRE SIZE	GND	CB RATING (AMPS)	CKT	CKT	CB RATING (AMPS)	GND	WIRE SIZE	COND	# OF SETS	CODE	KEY NOTES	LOAD	BUS A (KVA)	BUS B (KVA)	BUS C (KVA)
11.5						1	-	2	-	-	1	2	100	8	3	1-1/4"	1		4	OUTSIDE GARAGE	8.3		
	11.5		PANEL "AC-1"			1	1-1/4"	2	6	110	3	4	-	-	3	-	1					8.3	
		11.5				1	-	2	-	-	5	6	100	8	3	1-1/4"	1		4	RANGE & RECEPTACLES [BREAK ROOM]			8.3
12.2						1	-	2	-	-	7	8	-	-	3	-	1				8.3		
	12.2		PANEL "AC-2"			1	1-1/4"	2	8	100	9	10	125	6	2	1-1/4"	1			2ND FLOOR IT SUB-PANEL		10.8	
		12.2				1	-	2	-	-	11	12	-	-	2	-	1						10.8
9.7						1	-	3	-	-	13	14	-	-	12	-	1				0.3		
	9.7		??	4		1	1-1/4"	3	8	100	15	16	30	10	12	3/4"	1		1	SURGE PROTECTOR		0.3	
		9.7				1	-	3	-	-	17	18	-	-	12	-	1						0.3
13.6						1	-	1	-	-	19	20	-	-	-	-					-		
	13.6		PANEL "AC-3"			1	1-1/4"	1	8	100	21	22	-	-	-	-				BLANK		-	
		13.6				1	-	1	-	-	23	24	-	-	-	-							-
17.3						1	-	2/0	-	-	25	26	-	-	2/0	-	1				17.3		
	17.3		??	4		1	2"	2/0	6	200	27	28	200	6	2/0	2"	1		4	??		24.5	
		17.3				1	-	2/0	-	-	29	30	-	-	2/0	-	1						17.3
1.2						1	-	12	-	-	31	32	-	-	6	-	1				6.6		
	1.2		CHW PUMPS [3 HP]	5		1	3/4"	12	12	20	33	34	100	8	6	1"	1		4	HOUSE PANEL		6.6	
		1.2				1	-	12	-	-	35	36	-	-	6	-	1						6.6

TOTALS

KVA ΦA	KVA ΦB	KVA ΦC	KVA ΦN
106.3	116.0	108.8	0.0

LOAD CALCULATIONS PER NEC 220

1ST 10KVA OF RECEPS.	0.0	AT 100%	0.0
REMAIN OF RECEPS.	0.0	AT 50%	0.0
LIGHTING	0.0	AT 125%	0.0
LARGEST MOTOR	0.0	AT 125%	0.0
WATER HEATER	0.0	AT 125%	0.0
REMAINDER OF LOADS		AT 100%	331.1
		TOTAL kVA	331.1
		TOTAL AMPS	796.4

REMARKS & KEY NOTES
1. 1600A MAIN C.B.
2. VERIFY ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PRIOR TO CONSTRUCTION; ALL EQUIPMENT'S ELECTRICAL REQUIREMENTS SHALL BE CONFIRMED WITH MFG SPECS. VERIFY VOLTAGE, AMPERAGE, AND BREAKER SIZES.
3. NEW ELECTRICAL LOAD; PROVIDE NEW 3 POLE "HACR" RATED BREAKER AND CIRCUIT SIZED AS INDICATED
4. EXISTING CIRCUIT TO REMAIN
5. NEW ELECTRICAL LOAD ON EXISTING CIRCUIT

Overcurrent Protection for Continous and Noncontinous Loads per NEC 210.20(A)
Panel Max Amps: 1280 Amps

CODES	DESCRIPTION
L	LIGHTING
G	GENERAL
R	RECEPTACLES
NC	NON-CONCURRENT
M	MOTOR
LM	LARGEST MOTOR

UPDATED PANEL SCHEDULE - "MDP" (CHILLER OPTION)
SCALE: N.T.S.

MFG ITE IMPERIAL CORP. | TYPE: EXISTING | PANEL RATING: 400 AMPS
VOLTS 120/208V 3Ø4W | PANEL "MDP"

BUS A (KVA)	BUS B (KVA)	BUS C (KVA)	LOAD	KEY NOTES	CODE	# OF SETS	COND	WIRE SIZE	GND	CB RATING (AMPS)	LOAD #
37.9					LM	2	-	3/0	-	-	
	37.9		CHILLER	4	LM	2	2"	3/0	3	400	1
		37.9			LM	2	-	3/0	-	-	
-						1	-	-	-	-	
	-		BLANK	3		1	-	-	-	-	2
		-				1	-	-	-	-	
-						1	-	-	-	-	
	-		BLANK	3		1	-	-	-	-	3
		-				1	-	-	-	-	

TOTALS

KVA ΦA	KVA ΦB	KVA ΦC
37.9	37.9	37.9

LOAD CALCULATIONS PER NEC 220

1ST 10KVA OF RECEPS.	0.0	AT 100%	0.0
REMAIN OF RECEPS.	0.0	AT 50%	0.0
LIGHTING	0.0	AT 125%	0.0
LARGEST MOTOR	113.6	AT 125%	142.0
WATER HEATER	0.0	AT 125%	0.0
REMAINDER OF LOADS		AT 100%	0.0
		TOTAL kVA	142.0
		TOTAL AMPS	394.2

REMARKS & KEY NOTES
1. 400 MAIN C.B.
2. VERIFY ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PRIOR TO CONSTRUCTION; ALL EQUIPMENT'S ELECTRICAL REQUIREMENTS SHALL BE CONFIRMED WITH MFG SPECS. VERIFY VOLTAGE, AMPERAGE, AND BREAKER SIZES.
3. EXIST. CIRCUIT AND C.B. TO BE REMOVED.
4. NEW ELECTRICAL LOAD. PROVIDE NEW 3 POLE "HACR" RATED BREAKER AND CIRCUIT SIZED AS INDICATED

CODES	DESCRIPTION
LM	LARGEST MOTOR
M	MOTOR

UPDATED PANEL SCHEDULE - "AC" (CHILLER OPTION)
SCALE: N.T.S.

MFG EATON | TYPE NEW | KEY NOTES: 1, 2 | PANEL RATING 125 AMPS
VOLTS 120/240V 3Ø4W | PANEL "AC-1" | FED FROM "MDP" | AIC: 65,000A

BUS A (KVA)	BUS B (KVA)	BUS C (KVA)	LOAD	KEY NOTES	CODE	# OF SETS	COND	WIRE SIZE	GND	CB RATING (AMPS)	CKT	CKT	CB RATING (AMPS)	GND	WIRE SIZE	COND	# OF SETS	CODE	KEY NOTES	LOAD	BUS A (KVA)	BUS B (KVA)	BUS C (KVA)
4.0			TB-1.1, TB-1.7	3	G	1	3/4"	12	10	25	1	2	20	12	12	3/4"	1	G	3	TB-1.8, T-1.9, TB-1.10	3.0		
	-		BLANK				-	-	-	-	3	4	-	-	-	-				BLANK		-	
		3.0	TB-1.5, TB-1.6	3	G	1	3/4"	12	12	20	5	6	15	12	12	3/4"	1	G	3	EF-1.2, EF-1.3			0.5
0.3			EF-1.1	3	G	1	3/4"	12	12	15	7	8	-	-	-					BLANK	-		
	-		BLANK				-	-	-	-	9	10	30	10	10	3/4"	1	G	3	TB-1.11, TB-1.12		5.0	
		4.0	TB-1.2, TB-1.3, TB-1.4	3	G	1	3/4"	12	10	25	11	12	-	-	8	-	1	LM					3.9
-			BLANK				-	-	-	-	13	14	50	10	8	3/4"	1	LM	3	AHU-1	3.9		
	-		BLANK				-	-	-	-	15	16	-	-	8	-	1	LM				3.9	

TOTALS

KVA ΦA	KVA ΦB	KVA ΦC	KVA ΦN
11.3	8.9	11.4	19.9

LOAD CALCULATIONS PER NEC 220

1ST 10KVA OF RECEPS.	0.0	AT 100%	0.0
REMAIN OF RECEPS.	0.0	AT 50%	0.0
LIGHTING	0.0	AT 125%	0.0
LARGEST MOTOR	11.8	AT 125%	14.7
WATER HEATER	0.0	AT 125%	0.0
REMAINDER OF LOADS		AT 100%	19.9
		TOTAL kVA	34.6
		TOTAL AMPS	83.1

REMARKS & KEY NOTES
1. 100A MAIN C.B.
2. VERIFY ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PRIOR TO CONSTRUCTION; ALL EQUIPMENT'S ELECTRICAL REQUIREMENTS SHALL BE CONFIRMED WITH MFG SPECS. VERIFY VOLTAGE, AMPERAGE, AND
3. NEW ELECTRICAL LOAD. PROVIDE NEW 1 POLE "HACR" RATED BREAKER AND CIRCUIT SIZED AS INDICATED

Overcurrent Protection for Continous and Noncontinous Loads per NEC 210.20(A)
Panel Max Amps: 100 Amps

CODES	DESCRIPTION
L	LIGHTING
G	GENERAL
R	RECEPTACLES
NC	NON-CONCURRENT
M	MOTOR
LM	LARGEST MOTOR

NEW PANEL SCHEDULE - "AC-1" (CHILLER OPTION)
SCALE: N.T.S.

MFG EATON | TYPE NEW | KEY NOTES: 1, 2 | PANEL RATING 125 AMPS
VOLTS 120/240V 3Ø4W | PANEL "AC-2" | FED FROM "MDP" | AIC: 65,000A

BUS A (KVA)	BUS B (KVA)	BUS C (KVA)	LOAD	KEY NOTES	CODE	# OF SETS	COND	WIRE SIZE	GND	CB RATING (AMPS)	CKT	CKT	CB RATING (AMPS)	GND	WIRE SIZE	COND	# OF SETS	CODE	KEY NOTES	LOAD	BUS A (KVA)	BUS B (KVA)	BUS C (KVA)
5.0			TB-2.1, TB-2.2, TB-2.3, TB-2.4	3	G	1	3/4"	10	10	30	1	2	-	-	-	-				BLANK	-		
	4.0		TB-2.6, TB-2.7, TB-2.8	3	G	1	3/4"	12	10	25	3	4	15	12	12	3/4"	1	G	3	EF-2.2		0.3	
		0.0	BLANK	3	G	1	-	-	-	-	5	6	20	12	12	3/4"	1	G	3	TB-2.9, TB-2.10			3.0
0.0			BLANK	3	G	1					7	8	-	-	8	-	1			AHU-2	6.8		
	0.3		EF-2.1	3	G	1	3/4"	12	12	15	9	10	50	10	8	3/4"	1					6.8	
		3.5	TB-2.5, TB-2.11, TB-2.12	3	G	1	3/4"	12	10	25	11	12	-	-	8	-	1						6.8

TOTALS

KVA ΦA	KVA ΦB	KVA ΦC	KVA ΦN
11.8	11.5	13.3	36.5

LOAD CALCULATIONS PER NEC 220

1ST 10KVA OF RECEPS.	0.0	AT 100%	0.0
REMAIN OF RECEPS.	0.0	AT 50%	0.0
LIGHTING	0.0	AT 125%	0.0
LARGEST MOTOR	0.0	AT 125%	0.0
WATER HEATER	0.0	AT 125%	0.0
REMAINDER OF LOADS		AT 100%	36.5
		TOTAL kVA	36.5
		TOTAL AMPS	87.9

REMARKS & KEY NOTES
1. 125A MAIN C.B.
2. VERIFY ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PRIOR TO CONSTRUCTION; ALL EQUIPMENT'S ELECTRICAL REQUIREMENTS SHALL BE CONFIRMED WITH MFG SPECS. VERIFY VOLTAGE, AMPERAGE,
3. NEW ELECTRICAL LOAD. PROVIDE NEW 1 POLE "HACR" RATED BREAKER AND CIRCUIT SIZED AS
4. EXISTING CIRCUIT TO REMAIN
5. NEW ELECTRICAL LOAD ON EXISTING CIRCUIT

Overcurrent Protection for Continous and Noncontinous Loads per NEC 210.20(A)
Panel Max Amps: 100 Amps

CODES	DESCRIPTION
L	LIGHTING
G	GENERAL
R	RECEPTACLES
NC	NON-CONCURRENT
M	MOTOR
LM	LARGEST MOTOR

NEW PANEL SCHEDULE - "AC-2" (CHILLER OPTION)
SCALE: N.T.S.

MFG EATON | TYPE NEW | KEY NOTES: 1, 2 | PANEL RATING 125 AMPS
VOLTS 120/240V 3Ø4W | PANEL "AC-3" | FED FROM "MDP" | AIC: 65,000A

BUS A (KVA)	BUS B (KVA)	BUS C (KVA)	LOAD	KEY NOTES	CODE	# OF SETS	COND	WIRE SIZE	GND	CB RATING (AMPS)	CKT	CKT	CB RATING (AMPS)	GND	WIRE SIZE	COND	# OF SETS	CODE	KEY NOTES	LOAD	BUS A (KVA)	BUS B (KVA)	BUS C (KVA)
5.5			TB-3.1, TB-3.10, TB-3.12, TB-3.13	3	G	1	3/4"	10	10	30	1	2	-	-	-	-				BLANK	-		
	2.5		TB-3.2, TB-3.3	3	G	1	3/4"	12	12	20	3	4	20	12	12	3/4"	1	G	3	TB-3.4, TB-3.5, TB-3.6		3.0	
		4.0	TB-3.7, TB-3.8, TB-3.9, TB-3.11	3	G	1	3/4"	12	10	25	5	6	-	-	8	-	1	LM					6.8
-			BLANK				-	-	-	-	7	8	60	10	8	3/4"	1	LM	3	AHU-3	6.8		
	-		BLANK				-	-	-	-	9	10	-	-	8	-	1	LM				6.8	
		0.3	EF-3.1	3	G	1	3/4"	12	12	15	11	12	-	-	-	-				BLANK			-

TOTALS

KVA ΦA	KVA ΦB	KVA ΦC	KVA ΦN
12.3	12.3	11.1	35.7

LOAD CALCULATIONS PER NEC 220

1ST 10KVA OF RECEPS.	0.0	AT 100%	0.0
REMAIN OF RECEPS.	0.0	AT 50%	0.0
LIGHTING	0.0	AT 125%	0.0
LARGEST MOTOR	20.4	AT 125%	25.5
WATER HEATER	0.0	AT 125%	0.0
REMAINDER OF LOADS		AT 100%	15.3
		TOTAL kVA	40.8
		TOTAL AMPS	98.2

REMARKS & KEY NOTES
1. 125A MAIN C.B.
2. VERIFY ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PRIOR TO CONSTRUCTION; ALL EQUIPMENT'S ELECTRICAL REQUIREMENTS SHALL BE CONFIRMED WITH MFG SPECS. VERIFY VOLTAGE, AMPERAGE, AND
3. NEW ELECTRICAL LOAD. PROVIDE NEW 1 POLE "HACR" RATED BREAKER AND CIRCUIT SIZED AS INDICATED
4. EXISTING CIRCUIT TO REMAIN
5. NEW ELECTRICAL LOAD ON EXISTING CIRCUIT

Overcurrent Protection for Continous and Noncontinous Loads per NEC 210.20(A)
Panel Max Amps: 100 Amps

CODES	DESCRIPTION
L	LIGHTING
G	GENERAL
R	RECEPTACLES
NC	NON-CONCURRENT
M	MOTOR
LM	LARGEST MOTOR

NEW PANEL SCHEDULE - "AC-3" (CHILLER OPTION)
SCALE: N.T.S.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Cx4b Commissioning for Buildings
7957 N. University Drive, #256
Parkland, FL 33067
www.cx4buildings.com
954-461-3001
FL Certificate of Authorization No. 30508

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NOT FOR CONSTRUCTION

Ryan Todaro, PE
Florida PE 69240

Revisions: 1 2 3 4 5

TOWN OF PEMBROKE PARK TOWNHALL
HVAC RENOVATION
3150 SW 52ND AVE, PEMBROKE PARK, FLORIDA 33023

Issue Date: 04/17/24

E3.2

Agenda Item Report

Subject:	Discussion and possible action to engage the Akerman law firm to represent the Town as special counsel to pursue potential recovery from the City of Hollywood for overcharging and related matters relative to the Large User Agreement - Town Attorney Horrowitz & Town Manager David Lynch RESOLUTION NO.: 2025-074 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE ENGAGEMENT OF THE LAW FIRM OF AKERMAN LLP AS SPECIAL COUNSEL TO REPRESENT THE TOWN IN CONNECTION WITH POTENTIAL RECOVERY FROM THE CITY OF HOLLYWOOD FOR OVERCHARGING AND RELATED MATTERS UNDER THE LARGE USER AGREEMENT; APPROVING THE FEE ENGAGEMENT AGREEMENT WITH AKERMAN, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Nov 07 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-074
Engagement Letter - Pembroke Park

RESOLUTION NO.: 2025-074

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE ENGAGEMENT OF THE LAW FIRM OF AKERMAN LLP AS SPECIAL COUNSEL TO REPRESENT THE TOWN IN CONNECTION WITH POTENTIAL RECOVERY FROM THE CITY OF HOLLYWOOD FOR OVERCHARGING AND RELATED MATTERS UNDER THE LARGE USER AGREEMENT; APPROVING THE FEE ENGAGEMENT AGREEMENT WITH AKERMAN, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park ("Town") is a party to a Large User Agreement with the City of Hollywood for the provision of utility services; and

WHEREAS, concerns have arisen regarding potential overcharges and other related matters under said Agreement; and

WHEREAS, the Town Commission finds it in the best interest of the Town to engage outside legal counsel with expertise in such matters to evaluate and, if appropriate, pursue recovery on behalf of the Town; and

WHEREAS, the law firm Akerman LLP has the requisite experience and qualifications to serve as special counsel in this matter;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Town Commission hereby authorizes the engagement of Akerman LLP as special counsel to represent the Town in connection with potential recovery from the City of Hollywood for overcharging and related matters under the Large User Agreement. The Town Commission hereby further approves the fee engagement with Akerman, attached hereto as Exhibit "A."

Section 3. The Town Manager and/or Town Attorney are authorized to negotiate and execute any necessary engagement letters or agreements with Akerman LLP, subject to review and approval as to form and legal sufficiency.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder shall not be affected by such invalidity.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7th day of November 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

akerman

Cindy Laquidara

Akerman LLP
50 North Laura Street
Suite 3100
Jacksonville, FL 32202-3646

T: 904 798 3700
F: 904 798 3730

October 6, 2025

VIA E-MAIL

State of Florida, Town of Pembroke Park

Pembroke Park, FL

Re: City of Hollywood, Florida

Dear _____:

We are pleased that you have engaged Akerman LLP ("Akerman" or the "Firm") to represent State of Florida, Town of Pembroke Park ("Client"). This letter provides the terms and scope of the engagement. A copy of our standard terms and conditions of engagement is enclosed for your review and is incorporated by reference and made a part of this engagement letter. In the event of any inconsistencies between this engagement letter and those of the standard terms and conditions of engagement, the provisions of the engagement letter will control. If there are questions concerning this engagement letter, including our standard terms and conditions of engagement, please give us a call.

Scope of Engagement. We have been engaged to provide legal advice to Client in connection with advice regarding large user agreement; Fla. Stat. Ch. 164, and litigation if required. We have agreed that this engagement is limited to performing legal services related to this matter and, unless we agree otherwise, in writing (including by email), we are not undertaking to represent Client or its interests in any other matter. We may agree to limit or expand the scope of this representation from time to time, provided such change is reflected in a written confirmation (including by email) between Client and our Firm. Although Akerman will use its best efforts to strive to represent Client effectively, Akerman cannot guarantee success and payment of Akerman's bills is not contingent upon the outcome of the matter or the result obtained.

Staffing. Primary responsibility for this engagement will initially be assumed by Cindy Laquidara. Other attorneys and legal assistants may also be assigned to this matter. Staffing will

depend primarily on the judgment of Akerman as to the experience and expertise required to properly discharge its professional responsibilities.

Fees. The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. The time required to perform services is recorded and hourly rates are applied to the recorded time in the billing process. The current hourly rate for Cindy Laquidara is $1,040.00 (less 20% - $808.00, but this rate will be reduced further to $750.00 per hour) and the current hourly rate for Paige Cham is $525.00 (less 20% - $420.00). Please note that our hourly rates are typically adjusted annually and may be adjusted at other times during each year.

No Retainer. It is normal practice for Akerman to require a retainer when undertaking new representation. In this instance, Akerman agrees to waive that requirement due to the limitations under which cities operate regarding advance payments.

Choice of Law. The relationship between you as Client and the Firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law and professional conduct rules of Florida, without regard to conflicts of laws principles.

Advanced Waivers. As you know, Akerman represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect the Client's ability and the ability of other Akerman clients to choose Akerman as its counsel and preclude Akerman from representing the Client or other Akerman clients in pending or future matters. Given that possibility, we wish to be fair not only to the Client, but to other Akerman clients as well.

The parties agree and understand that only Client as named in this engagement letter is Akerman's client and not any other City affiliated agencies or entities (collective "Entities"). In this regard, Akerman understands that preserving client confidences and loyalty to the Client are essential elements in representing the Client.

Client is aware that Akerman is a relatively large law firm and that it represents many other clients. It is possible during the time Akerman is representing Client that another client of Akerman may have a dispute with the Client that is unrelated to the scope of work of this Engagement Letter. In order to distinguish those instances in which Client consents to Akerman representing such other clients from those instances in which it does not consent, Client and Akerman agree that, during the period of this engagement, Akerman agrees it will not represent clients in matters adverse to the Client that are substantially related to the specific matter or matters for which Client has engaged Akerman's services. However, Akerman and Client agree that Akerman may represent other clients adverse to the Client in matters that are not substantially related to the specific matter or matters for which Client has engaged Akerman's services or where such client's interests align with the Client's interests. Furthermore, Client

acknowledges and agrees that Akerman presently represents (and may in the future represent) clients in matters adverse to other City Entities and the Client's retention of Akerman shall not constitute a conflict of interest in those matters adverse to those City Entities.

Instances where Akerman may be adverse to the City entities include, but are not limited to, the following:

Akerman attorneys have in the past and may in the future represent banks or other financial institutions, such as mortgage lenders, loan servicers or trusts (collectively, "Financial Institutions"), in foreclosure and other litigation matters in which the underlying property may be subject to liens or other security interests of the Client. The Client agrees that Akerman may, from time to time, represent Financial Institutions in matters adverse to the Client that are unrelated to any Client Matters, including in litigation matters or otherwise (collectively, the "Financial Institution Matters"), and that Client will waive any and all conflicts which may arise as a result of Akerman's representation of any Financial Institutions against the Client in any Financial Institution Matter. Notwithstanding the foregoing, Akerman will not represent a Financial Institution in the same Client Matter in which Akerman is representing the Client.

Akerman attorneys have in the past and may in the future represent developers, builders, or other clients in miscellaneous zoning and land use matters that may come before the City Commission from time to time. The Client agrees that it will waive any and all conflicts which may arise as a result of Akerman's representation of any other clients before the Client relating to any real estate, zoning, entitlement or other development related matters including but not limited to development agreements, easement agreements, plat approvals, road vacations, administrative proceedings and court appeals of any adverse rulings, etc. (all of the foregoing collectively the "Zoning Matters").

Akerman attorneys have in the past and may in the future represent developers, builders, service providers, and/or other clients in a range of industries in miscellaneous negotiations with the Client for contracts for goods or services, as well as in procurement matters. The Client agrees that it will waive any and all conflicts which may arise as a result of Akerman’s representation of any other clients in negotiating with Client or its representatives, or counseling clients on their participation in the procurement process with Client, as well as representing such a client in any resulting administrative proceedings and court appeals of any adverse rulings (collectively the “Contract/Procurement Matters”).

Akerman attorneys have in the past and may in the future also represent other present or future clients in disputes or transactions adverse to Client that are unrelated to this Client Matter. Akerman may also represent parties that are adverse to Client in Client Matters in separate matters adverse to others that are wholly unrelated to the Client Matters in which Akerman will be representing Client and that do not involve Client (collectively, "Unrelated Matters").Client agrees that Akerman's representation of Client in the Client Matters will not disqualify Akerman from, in the future opposing, Client in litigation, transactions, or other legal matters that are

unrelated to the subject matter of this Client Matter or future Client Matters, and Client consents to waive any conflict of interest with respect to those representations. Client agrees that Akerman's representing it in this Client Matter and any future Client Matters will not prevent Akerman from representing clients adverse to Client in other matters and that Client consents in advance to Akerman undertaking such adverse representations in the Unrelated Matters. and that Client will waive any and all conflicts which may arise as a result of any of Akerman's representation of parties with interests adverse to the Client in any Unrelated Matters. Notwithstanding the foregoing, Akerman will not represent any client in the same Client Matter in which Akerman is representing the Client. Akerman also agrees not to use any proprietary or other confidential information of a nonpublic nature concerning Client acquired by Akerman as a result of our representation of Client to its disadvantage in any litigation or other matter in which we are opposed to Client.

Akerman understands and agrees that this is not an exclusive agreement and Client is free to retain other counsel of Client's choosing. Also, Akerman recognizes that Akerman shall be disqualified from representing any other client with interest materially and directly adverse to Client in any matter substantially related to Akerman's representation of Client. Akerman has examined this engagement and has concluded that Akerman's separate representation in the past, present or future of any clients in Financial Institution Matters, Zoning Matters, Contract/Procurement Matters, or Unrelated Matters would not be adversely affected by our representation of the Client as outlined above; nor will our representation of the Client as outlined above be adversely affected by our representation in the past, present or future of any clients in Financial Institution Matters, Zoning Matters, Contract/Procurement Matters, or Unrelated Matters. Similarly, our duty of confidentiality to all clients will not be breached by our other representations. Thus, in Akerman's opinion, the conflict of interest above is categorically waivable.

The Client agrees that Akerman may disclose the fact of this Engagement and related general information to the extent that such disclosure does not convey any confidential or non-public information and it is not adverse to the Client’s interests.

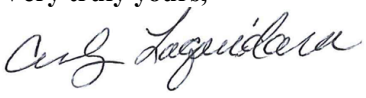
If you have any questions regarding the foregoing waiver, or if you believe a modification or clarification is appropriate in connection with our representation of Client, please do not hesitate to contact us or other counsel for advice.

We appreciate your confidence in Akerman and look forward to working with you. This engagement letter may be signed in counterparts. Facsimile or imaged signature pages executed by the Firm and/or Client shall be effective as original signatures.

Please indicate your agreement with the foregoing by signing below and returning this signature page to us (or by sending us an e-mail that you agree to this engagement letter) along with the retainer set forth above, so that we may commence work. By signing below or confirming via email, you agree that you have read and fully understand the foregoing and the

Standard Terms and Conditions of this engagement, including the Consent to Representation of Law Firms advanced waiver on the last page of the Standard Terms and Conditions. Please call or email me if you have any questions.

Very truly yours,



Cindy Laquidara
Attorney

AGREED AND ACCEPTED:

State of Florida, Town of Pembroke Park

By:_____
Name:_____
Date:_____

AKERMAN LLP
STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

The following standard terms and conditions of engagement are incorporated in and made a part of the engagement letter for each matter for which Akerman LLP ("Akerman" or "Firm") is engaged to represent "Client," as defined in the engagement letter. In the event of any inconsistencies between the terms of the engagement letter and those of these standard terms and conditions of engagement, the terms of the engagement letter will control.

Additional Terms and Conditions Regarding Scope of Engagement. The scope of Akerman's engagement is set forth in the attached engagement letter, including these standard terms and conditions of engagement, and is limited to such description. Any changes or additions to the scope of Akerman's engagement, which we would be pleased to consider, must be agreed to and memorialized in writing prior to such change or addition taking effect. An attorney-client relationship between Akerman and the Client exists during the times when Akerman is actually performing work for the Client on a particular matter. This engagement letter creates a structure for establishing future engagements and attorney-client relationships on an as-requested basis by the Client and subject to written confirmation of acceptance by Akerman. It does not create an attorney-client relationship absent an actual request by Client for representation in a particular matter and Akerman's written acceptance of representation in a particular matter. Akerman reserves the right to decline representation in a particular matter. Unless the description of the scope of Akerman's engagement in the engagement letter states otherwise, Akerman's engagement does not include responsibility for (1) review of Client's insurance policies to determine the possibility of coverage for either the matter Akerman is handling or our fees and costs; (2) notification to Client's insurance carriers about the matter; (3) advice to Client about Client's disclosure obligations concerning the matter under state or federal securities or tax laws; (4) advice about tax issues that relate to the matter; or (5) other specialized areas of law unrelated to the specific representation which the Firm has undertaken. (Akerman has very capable attorneys in these areas who would be happy to discuss the terms under which they would undertake such representation). Akerman will not provide business, investment, or accounting advice regarding the matter and we will consider that you have independently obtained such advice or do not consider it necessary or relevant to the representation which we have undertaken. Legal services provided are solely for the benefit of Client unless Akerman and Client otherwise expressly agree in writing. In addition, Client may not assign its claims handled by Akerman without the express prior written agreement of Akerman.

Exclusion of Owners, Subsidiaries, Officers, Directors, Employees and Other Affiliates. Akerman's client for purposes of the Firm's representation is the Client as identified in the engagement letter for the matter, and not, unless expressly named in the engagement letter, any "Affiliates" of Client. Unless otherwise agreed in writing by Client and Akerman, Client agrees that Akerman's representation of Client in this matter does not give rise to a lawyer-client relationship between Akerman and any Affiliates of Client. Accordingly, unless otherwise agreed in writing by Client and Akerman, the Firm's representation of Client in this matter will not give rise to a conflict of interest in the event the Firm represents other clients adverse to a Client Affiliate in other matters. "Affiliates" of Client that are excluded from the meaning of Client include, but are not limited to (1) shareholders or constituent partners, members, or other equity stakeholders, (2) parent, sister, brother and subsidiary companies, (3) joint ventures, limited partnerships, general partnerships, limited liability companies, or other unincorporated entities in which Client may have an ownership interest, (4) officers, (5) directors, (6) employees, or (7) any other party related by family relationship, management position or capacity, contractual, cross-ownership or otherwise**.** ***Should you feel it necessary and appropriate to change the identified client or to include any of the foregoing within the definition of "Client" for a particular matter, please do not hesitate to discuss the matter with us before signing the engagement letter.*** The Firm's objective in this policy is to avoid situations where (1) true clients or parties in interest being represented by Akerman find themselves being sued or in an adverse position to another client of Akerman because our records did not properly identify the client, or (2) after undertaking our representation of you (or another client), and investing considerable time and dollars on your behalf, Akerman is forced to withdraw from a representation because of a conflict which could have been identified earlier with accurate client identification at the inception of our attorney-client relationship.

Information/Client Responsibilities. Akerman will seek to keep Client informed of the status of matters.

However, Client should feel free to contact us at any time with questions and comments.

Client agrees to provide Akerman with all information that Akerman believes is necessary or appropriate to fulfill our professional responsibilities, and cooperate with us in matters such as fact investigation, preparation of pleadings, discovery responses, and required court or decisional-body appearances. Client's responsibilities include the following: abiding by the engagement letter, paying bills on time, and keeping Akerman advised of Client's address, telephone number and whereabouts. Client further agrees that without Akerman's express prior written consent, Client will not use Akerman's name or the fact of its engagement in any form of advertising or solicitation of business.

Fees and Reimbursable Costs, along with applicable sales or other taxes, will be calculated and assessed for the representation of Client as follows:

Fees. Akerman will bill Client on a monthly basis unless otherwise specified in the engagement letter for a specific matter. Each bill will provide a detailed description and accounting of services rendered during the immediately preceding month. The "services rendered" will be broken down into two separate components: (1) legal services provided by our attorneys, paralegals and other professionals, and (2) reimbursable costs and expenses incurred by Akerman in connection with its representation of Client. With respect to legal services, Client will be billed on an hourly basis (unless otherwise specified in the engagement letter) at rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney, paralegal or professional rendering the services. Please note that our regular hourly rates are typically adjusted annually and may be adjusted at other times during each year.

The time charges recorded by attorneys are not absolutes to which Akerman adheres without analysis of the time that has been spent. They serve as "benchmarks" which ordinarily are followed. Each month, before bills are submitted, a review is performed to assess the nature of the services performed for the client. In charging for our services, Akerman will consider all the factors outlined in the applicable ethical rules. These include the time and labor required, the novelty and difficulty of the legal issues, the skill required to properly perform the services, the experience, reputation, and ability of those performing the services, any time limitations imposed, the circumstances, the amount involved and the results obtained. In the event that a court or other decisional body (such as an arbitrator) awards attorney's fees in excess of our actual billings, or such is agreed in any settlement or related transaction, it is agreed that, in addition to the amount Client is obligated to pay, Akerman will be entitled to recover the amount of such excess from the opposing party. Additionally, Akerman retains the right to recover its fees from any recovery resulting from its services.

Under certain circumstances, the Client may be entitled to recover its attorney's fees and costs from an adverse party. Because fees and costs awards are totally unpredictable, the Client expressly agrees that it is the Client's obligation under this Agreement to pay all attorney's fees and costs due Akerman, without giving any effect to the recovery of any costs and attorney's fees from any adverse party. In the event Client has paid costs and attorney's fees which are subsequently recovered from an adverse party, those amounts will be used first to pay all costs and fees due Akerman hereunder, with the balance then being paid to the Client. The amount of the court award of costs and attorney's fees, if any, does not set or limit the attorney's fees due Akerman in any way. The collection of fees from the adverse party is an additional Akerman service, and the Client is expected to pay Akerman a further fee on the same basis as set forth in the Agreement for performing such service. In regard to any amounts which may be recovered for the Client, whether through litigation or otherwise, those amounts will be paid to the trust account of Akerman and will be used to pay all costs and attorney's fees due Akerman hereunder, with the balance then being paid to the Client.

Additionally, if in response to Client's request or by requirement of lawful process Akerman testifies; gathers and/or produces documents; responds to document hold or production requests; or responds to any other requests in connection with possible, threatened or actual proceedings commenced by third parties that relate to Akerman's representation of Client, Client agrees to pay Akerman its reasonable fees and costs incurred.

Although Akerman will use its best efforts to represent Client effectively, Akerman cannot guarantee success and payment of our bills is not contingent upon the outcome of the matter or the results obtained. Please let Akerman know if there are ever any questions concerning our billing or the basis of our charges.

Reimbursable Costs and Expenses. The second component of "services rendered" shown on the bill will be a summary of costs and expenses by category which includes, but is not limited to, expenses such as filing fees, court reporter fees, witness fees, deposition transcripts, court costs, expert charges, audit response

letters, long distance telephone, postage, photocopy/scan/print charges, facsimile charges, secretarial and word processing overtime, video conferencing, overnight or special delivery services, research services (such as Westlaw and LEXIS), travel, lodging, meals, and costs related to the collection and imaging of records. Such expenses will be itemized on Akerman's statements. Certain cost bills may be forwarded to Client for payment directly to the vendor. Due to delays in Akerman's receipt of bills for costs and expenses from third party vendors, Akerman's billing of Client may be delayed. In addition, if substantial costs are to be advanced in connection with the matter, it is Akerman's practice to obtain a retainer to cover such costs or to have them billed directly to Client for payment. Billing for certain cost items may include a surcharge. Others are billed at the amounts actually charged to Akerman.

Employment of Additional Professionals. If Akerman deems it necessary to employ additional professionals with specialized skills and, after consultation with the Client, the Client deems it appropriate to do so, additional professionals may be employed by Akerman. In such event, where appropriate and subject to Client approval, Akerman will employ such professionals in the name of the Client. Notwithstanding the form of employment of the professional and regardless of whether the professional's invoice is addressed to Akerman or to the Client, Client is obligated to pay the fees of the professional in full, upon the rendering of a statement. Akerman reserves the right to request and obtain an additional retainer to defray the fees and expenses of professionals employed in connection with Client's matter. All fees and expenses of professionals shall be subject to the security provisions, interest provisions and other applicable provisions of this engagement letter.

Advice about Possible Outcomes. From time to time, either at the outset or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of the Firm is an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Right to Separate Counsel. Client acknowledges having had the opportunity to seek the advice of separate counsel with respect to this engagement letter.

Electronic Communications. The use of electronic communications ("EC") (such as email) can be an efficient means of communication, and Akerman often uses it to communicate with clients. Some clients also use instant messaging as a means of communication. However, these electronic communications can be delayed or blocked (such as by anti-spam software) or otherwise not transmitted. Client must not assume that an email or instant message sent to Akerman was actually opened and read unless Client receives a non-automated reply message indicating that Akerman has read Client's message. Akerman may send documents or other information that is covered by the attorney-client or work product privileges using external EC. Client understands that EC is not an absolutely secure method of communication. Client's execution of the engagement letter will serve to acknowledge and accept the risk and authorize Akerman to use EC means to communicate with Client or others necessary to effectively represent the Client. If there are certain documents with respect to which the Client wishes to maintain absolute confidentiality, the Client must advise Akerman in writing not to send them via EC, and Akerman will comply with Client's request.

Use of Artificial Intelligence. The Firm anticipates that during the course of this engagement, the Firm may use artificial intelligence (AI) to enhance and streamline certain aspects of our services. The use of AI tools may potentially reduce overall costs by increasing efficiency in certain tasks. Specifically, our use of this technology may include, but is not limited to, the following: legal research and analysis; document review and organization; contract analysis and drafting assistance; due diligence processes; legal information retrieval; document summarization; and translation services. Like any technology, AI carries some degree of risk, which may include, but is not limited to, the risk of errors or inaccuracies in AI-generated content, data security vulnerabilities, and system malfunctions or limitations in performance. We have implemented reasonable measures to safeguard against these risks, and our lawyers maintain oversight of AI-generated outputs and exercise professional judgment before relying on it. Additionally, we will evaluate the security measures and privacy policies of third-party AI providers, limit the types of information shared with AI tools as appropriate, and comply with applicable data privacy laws and regulations. By engaging the Firm, you acknowledge that we may incorporate these technologies into the services we provide, and that you have been informed of the associated benefits and risks. You further acknowledge that the Firm retains responsibility for supervising the use of these tools in accordance with its professional duties.

Trust account. Under applicable law, interest on attorneys' trust accounts for clients may be payable to a state fund for legal services to the indigent, unless clients specifically elect separate trust accounts. If Client desires Client's deposit to be placed in a trust account with interest payable to Client, please so advise. Client will reimburse Akerman for the costs of such account, and Akerman will provide Client with an Advance Deposit Form where Akerman will need Client's taxpayer identification number on the signed W-9 Form. Akerman's trust accounts are held in approved financial institutions, and bear interest at the bank's rates for this type of account. The bank, however, is subject to change at Akerman's discretion.

Payment; Security for Payment. Unless otherwise specifically agreed in the engagement letter, Akerman expects payment from Client upon receipt of the bill. Prompt and full payment for Akerman's services is vital to Akerman's ability to efficiently provide legal services to all clients. By executing the engagement letter, Client agrees to pay Akerman's invoice upon receipt of the bill, unless otherwise specified in the letter. A failure to question or object to any charges within thirty (30) days after receipt of a statement will constitute Client's agreement to the statement as presented. Akerman reserves the right, in appropriate cases, to request security, including a retainer deposit, for fees and expenses. Security for fees and expenses and the determination of what will constitute acceptable collateral or who will personally guaranty payment, will be made by Akerman after consultation with the Client. In addition, applicable law may provide attorneys with liens upon materials coming into their possession to secure the payment of their fees. This retaining lien, as well as appropriate charging liens, may be asserted by Akerman in appropriate circumstances. In the event of any proceedings to enforce the provisions of this engagement letter, or otherwise between Akerman and the Client, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court expenses from the other party.

Interest on Overdue Accounts. Client understands and agrees that if payment is not made within thirty (30) days of the bill date, an interest charge may be added to the outstanding balance in accordance with the laws of the state that governs this agreement. Akerman also reserves the right to discontinue services if Akerman's bills are not paid in a timely manner, and to seek payment for all past services rendered.

Term of Engagement. The effective date of Akerman's agreement to provide services is the date on which we first performed services. The date at the beginning of the engagement letter is for reference only. Either Akerman or Client may terminate the engagement at any time for any reason by written notice, subject, on Akerman's part, to applicable rules of professional conduct. If Client so requests, Akerman will suggest possible successor counsel. If permission for withdrawal is required by a court, we will promptly apply for such permission, in accordance with local court rules, and Client agrees to engage successor counsel to represent Client.

Termination. Absent express notice of termination, Akerman's representation of Client will conclude with respect to any particular matter for which Akerman has been engaged upon completion of Akerman's work on such matter. The Firm's attorney-client relationship for such matter will terminate at such time. Such termination or withdrawal will not relieve Client of its obligation to pay for services rendered through the termination or withdrawal date, including work in progress and incomplete at the time of termination or withdrawal, and for all expenses incurred on behalf of Client through the termination or withdrawal date.

Post-Engagement Matters. Client has engaged Akerman to provide legal services in connection with a specific matter as described in the engagement letter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless Client engages Akerman to provide additional advice on issues arising from the matter, Akerman has no continuing obligation to advise Client with respect to future developments.

Firm Marketing. Akerman reserves the right to publish the name of Client in legal directories, as well as in Akerman's brochures, web site, deal lists and other marketing materials, which may describe the types of services Akerman provides and the transactions and litigations that Akerman has handled. Akerman also may provide the name, address and telephone number of Client to prospective clients for use as a reference for Akerman. Any such disclosures are subject in all cases to Akerman's obligation to maintain the confidences of Akerman's clients. Client should advise us in writing if it desires that Akerman not publish any information about it in any legal directory, brochure, web site or other marketing materials, and/or that Akerman not provide Client's name, address or telephone number to prospective clients.

Internal Review. In the course of our representation of Client, it may be necessary for Akerman lawyers to

analyze or address their professional duties or responsibilities or those of Akerman, and to consult with Akerman's General Counsel or other lawyers in doing so. To the extent Akerman is addressing its duties, obligations or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Akerman and Client. As a condition of this engagement, Client consents to such consultations occurring and waives any conflict of interest that might be deemed to arise out of any such consultations and any resulting communications. Client further agrees that these consultations and any resulting communications are protected from disclosure to Client and others by Akerman's attorney-client privilege. Of course, nothing in the foregoing shall diminish or otherwise affect Akerman's obligation to keep Client informed of material developments in Akerman's representation of Client, including any conclusions arising out of such consultations to the extent that they affect Client's interests.

Responses to Audit Letters. If Client engages an accountant to audit Client's financial statements, it is likely the accountant will request, during the audit, that Akerman provide a written description of all pending or threatened claims for lawsuits to which Akerman has given substantive attention on Client's behalf. This request is typically a standardized letter provided by the accountant which Client is requested to send to Akerman. Akerman will typically charge Client for providing the response to the audit letter. Client agrees to pay such costs related to the response to the audit letter.

Conclusion of Representation and Disposition of Client Files. Akerman is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. Upon conclusion of Client's representation, subject to the payment provisions of applicable rules of professional conduct, Akerman will return to Client the Client's original papers, hard copy/electronic documents and/or other property that Client provided to the Firm during the engagement. Client agrees to accept the return of such documents and/or property. If Client so requests, Akerman will also provide to Client, at Client's expense, copies or originals of Client's file. Akerman and Client agree that lawyer work product (for example, drafts, notes, internal memoranda, work files, etc.) are the property of Akerman. Akerman reserves the right to make, at Client's expense, copies of all other documents generated or received by Akerman in the course of Akerman's representation of Client. All such documents retained by Akerman, including client files (including any original documents and/or property that we attempted unsuccessfully to return to you) and Akerman files, will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, Akerman reserves the right to destroy or otherwise dispose of any documents or other materials retained by us thirty (30) days after providing notice of intention to destroy them (unless Client requests those materials within thirty (30) days of notification) or after ten years from the date the matter is completed.

Consent to Representation of Law Firms. Akerman represents other law firms in various matters. During the time we are representing Client, we may represent other law firms in matters unrelated to this matter, including the representation of other law firms that represent present or future parties in disputes or transactions adverse to Client. When Akerman represents other law firms in matters unrelated to Client's matter(s), we do not believe that such representations create a material limitation on Akerman's representation of the Client. (A material limitation arises if there is a significant risk that a lawyer's ability to consider, recommend, or carry out an appropriate course of action for a client will be materially limited as a result of the other responsibilities or interests of the lawyer or of other lawyers in the lawyer's firm).

When Akerman represents other law firms in matters unrelated to Client's matter(s), we do not believe that such a significant risk exists in such situations. In addition, we do not believe that the exercise of Akerman's independent judgment as counsel to each party generally will be affected by our representation of Client in its matter(s) and our representation of law firms in unrelated matters.

Client acknowledges that we have disclosed the potential material limitation conflict of interest identified herein, and specifically consents to Akerman's representation of Client and our representation of law firms in unrelated matters including law firms that represent present or future parties in disputes or transactions adverse to Client. Client waives any conflict of interest with respect to those representations.

Modification in Writing Only; Severability. No change to the engagement letter shall be effective unless and until confirmed in writing and signed by the Firm and Client making express reference to the engagement letter. The engagement letter, including these terms and conditions of engagement, embodies the whole agreement of the parties. There are no promises, terms,

conditions or obligations other than those contained herein, and the engagement letter shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and Client for the engagement. If any provision of the engagement letter is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire engagement letter will be severable and remain in effect.