



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, July 12, 2023
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. Certificates of Appreciation - Mayor Mohammed
 - 5.2. Budget - Finance Director Brown 7 - 8
[Budget Workshop Cover - 7.12-23](#)
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
 - 6.1. Sign in sheet 9
[Sign in sheet](#)
7. APPROVAL OF THE PREVIOUS MEETING MINUTES
 - 7.1. Approval of Minutes - Town Clerk Martell 10 - 30
[05 10 2023 REGULAR COMMISSION MEETING REVISED](#)
[06 14 2023 REGULAR COMMISSION MEETING](#)
8. RESOLUTIONS
 - 8.1. **RESOLUTION NO. 2023-006** - Town Manager Jimenez 31 - 67
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS OF THE TOWN OF PEMBROKE PARK TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A;"** AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE ILA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
[2023-006 REVISED 06 30 2023 \(Solid Waste ILA\)](#)
[2023-006 Exhibit 1 Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County Florida -](#)

[5-2-23](#)

- 8.2. **RESOLUTION NO. 2023-010** - Mayor Mohammed 68 - 70
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND AUTHORIZING THE PARTICIPATION IN THE “LAUNCHING OF THE YOUTH REHABILITATION PROJECT” (THE “PROJECT”) IN PARIS, FRANCE SPONSORED BY THE *FAMILLIES JE VOUS AIME* FROM SEPTEMBER 15TH, 2023 TO OCTOBER 9TH, 2023; FINDING A PUBLIC AND MUNICIPAL PURPOSE ASSOCIATED WITH THE PARTICIPATION IN THE PROJECT; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**
[2023-010 Revised Paris](#)
- 8.3. Town Hall Hardening Roof Replacement - bid award - Public Services Director Ghany 71 - 186
RESOLUTION NO. 2023-011
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE THE AGREEMENT BETWEEN THE TOWN AND TOTAL ROOFING SYSTEMS “THE METAL ROOF EXPERTS,” INC., ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN; WAIVING ANY IRREGULARITIES IN THE PROPOSAL SUBMITTED BY TOTAL ROOFING SYSTEMS AND FINDING AN AWARD TO TOTAL ROOFING SYSTEMS TO BE IN THE BEST INTERESTS OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
- We are recommending approval of the proposal from Triple Roofing.
[Agenda Item Report - AIR-23-081 - Pdf](#)
- 8.4. CCNA Contract addendums - Public Services Director Ghany 187 - 292
RESOLUTION NO. 2023-012
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE THE AMENDMENTS TO THE TOWN’S CCNA CONTINUING SERVICES AGREEMENTS WITH ENGENUITY, CONNECT ENGINEERING, LLC, HSQ GROUP, INC., CARNAHAN PROCTOR & CROSS, INC., KIMLEY HORN AND ASSOCIATES, INC., AND CRAIG A. SMITH & ASSOCIATES, LLC, ATTACHED HERETO AS EXHIBITS A-F, RESPECTIVELY; AUTHORIZING THE TOWN MANAGER TO APPROVE ADDITIONAL NON-SUBSTANTIAL CHANGES, AS MAY BE ACCEPTABLE TO THE TOWN MANAGER AND APPROVED BY THE TOWN ATTORNEY;**

PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-23-070 - Pdf](#)
[2023-012 CCNA Contract Amendments](#)

9. ORDINANCES 2ND AND FINAL READING

- 9.1. **ORDINANCE NO. 2023-004** - Mayor Mohammed 293 - 300
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY CREATING SECTION 2-16 TO BE ENTITLED "CODE OF CONDUCT FOR ELECTED AND APPOINTED OFFICIALS"; ESTABLISHING A CODE OF CONDUCT AND DECORUM FOR ELECTED AND APPOINTED TOWN OFFICIALS; REPEALING RESOLUTION NO. 2020-090, ADOPTED DECEMBER 9, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
[2023-004 REVISED](#)
- 9.2. **ORDINANCE NO. 2023-005** - Mayor Mohammed 301 - 309
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY AMENDING DIVISION 3, ENTITLED "MEETINGS;" AMENDING AND CLARIFYING THE PROCEDURE FOR CALLING SPECIAL AND EMERGENCY MEETINGS OF THE TOWN COMMISSION; CREATING SECTION 2-43 TO BE ENTITLED "PARLIAMENTARY PROCEDURE"; ESTABLISHING ROBERT'S RULES OF PROCEDURE AS THE FORMAL PROCEDURE FOR TOWN COMMISSION MEETINGS; CREATING SECTION 2-44, TO BE ENTITLED, "SUPPLEMENTAL TOWN COMMISSION PROCEDURES;" PROVIDING ADDITIONAL PROCEDURES FOR CONDUCTING MEETINGS OF THE TOWN COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
[2023-005 1st Reading Roberts Rules Revised](#)
- 9.3. **ORDINANCE NO. 2023-007** - HR Director Friedman 310 - 320
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 19 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PERSONNEL;" AMENDING ARTICLE I, ENTITLED "IN GENERAL" BY CREATING SECTION 19-1, TO BE ENTITLED "ADOPTION OF PERSONNEL POLICIES AND PROCEDURES MANUAL"; ADOPTING AND INCORPORATING THE TOWN'S PERSONNEL POLICIES AND PROCEDURES MANUAL BY REFERENCE IN THE TOWN'S CODE OF ORDINANCES; DELETING**

CONFLICTING PROVISIONS OF CHAPTER 19 OF THE TOWN CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[2023-007 Personnel Manual changes](#)

10. NEW BUSINESS

- 10.1. Surplus equipment - Public Services Director Ghany 321 - 323

We are recommending approval.

[Agenda Item Report - AIR-23-080 - Pdf](#)

- 10.2. Portable Pump repair - emergency repairs - Public Services Director Ghany 324 - 325

The purchase order has been issued as an emergency to diagnose the issue.

[Agenda Item Report - AIR-23-078 - Pdf](#)

- 10.3. Emergency debris removal - contract renewal - Public Services Director Ghany 326 - 346

We are recommending approval.

[Agenda Item Report - AIR-23-075 - Pdf](#)

- 10.4. S.W. 30th Avenue Septic to Sewer - Public Services Director Ghany 347 - 400

We are recommending approval.

[Agenda Item Report - AIR-23-069 - Pdf](#)

- 10.5. S.W. 52nd Avenue - Inflow and Infiltration - Public Services Director Ghany 401 - 408

We are recommending approval.

[Agenda Item Report - AIR-23-068 - Pdf](#)

- 10.6. Piggyback contracts for Storm Drain cleaning (Envirowaste & Johnson Environmental) - Public Services Director Ghany 409 - 458

We are recommending approval of both vendors. That will give us the opportunity to compare pricing.

[Agenda Item Report - AIR-23-066 - Pdf](#)

- 10.7. Waste Management Recycling Processing - Public Services Director Ghany 459 - 478

We are recommending approval.

[Agenda Item Report - AIR-23-079 - Pdf](#)

- 10.8. Temporary Salary Adjustment - HR Director Friedman 479 - 480
- Staff recommends approval.
[Agenda Item Report - AIR-23-074 - Pdf](#)
- 10.9. Appointing RaShana Dabney-Donovan as Interim Chief of Police - Vice Mayor Morrisette
11. OLD BUSINESS
12. DISCUSSION
- 12.1. Purchase of Crane Truck for the Sewer Dept. - Public Services Director Ghany 481 - 491
- We are recommending approval.
[Agenda Item Report - AIR-23-071 - Pdf](#)
[Fleet Updated Pembroke Park Commission](#)
- 12.2. Trinity Lake Fill - Public Services Director Ghany 492 - 510
[Agenda Item Report - AIR-23-067 - Pdf](#)
[09630.16 Trinity Behind Lake Fill-2023-07-10](#)
- 12.3. Commission Chamber renovation update - Public Services Director Ghany 511
[Agenda Item Report - AIR-23-077 - Pdf](#)
- 12.4. Police Department Discussion Items - Vice Mayor Morrisette 512
[Agenda Item Report - AIR-23-073 - Pdf](#)
13. ATTORNEY REPORTS
14. TOWN MANAGER REPORTS
15. COMMISSION REPORTS
Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrisette
Mayor Mohammed
16. ANNOUNCEMENTS
- 16.1. Back to School Giveaway, Saturday, August 12, 2023, from 10AM to 4PM
Special Magistrate Hearing, Wednesday, August 16, 2023 at 9:00 AM
Workshop Commission meeting, Wednesday, August 23, 2023 at 6:00 PM
1st Budget Hearing, Wednesday, September 13, 2023 at 6:00
Regular Commission meeting, Wednesday, September 13, 2023 at 7:00 PM

17. 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.

Marlen D. Martell
Town Clerk

TOWN OF PEMBROKE PARK

FY 2024 BUDGET WORKSHOP

July 12, 2023



FY 2024 BUDGET WORKSHOP OVERVIEW

FY 2024 Budget Development
Timeline

Property Values and Projected Ad
Valorem Revenue

General Fund Overview and
Assumptions

Building Fund Overview

Sewer Rates, Stormwater, and
Sanitation

Administration Priorities

Mayor and Council Priorities



Town of Pembroke Park, Florida
Regular Commission Meeting

July 12, 2023

Public Sign-in Sheet

Name	Address or Organization	Item No.	Contact Number	Email Address
STEVE WILLIAMS	301 E. ATLANTIC BL ^{Pam?} _{Acc}	12.2	954 788 3400	swilliams@kc.hteam.com



TOWN OF PEMBROKE PARK

3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 - Fax (954)966-5186

REGULAR COMMISSION MEETING MINUTES Wednesday, May 10, 2023 at 7:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrisette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Kashem
Commissioner Geoffrey Jacobs

Town Manager JC Jimenez
Interim Town Attorney Jacob Horowitz
Town Clerk Marlen D. Martell

1 CALL TO ORDER MEETING CALLED TO ORDER AT 7:07PM

2 PLEDGE OF ALLEGIANCE LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL The meeting was called to order at 7:07 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; David Howard, Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Lucie Manzerolle, Building Manager; Mark Pakula, Information Technology Director; Suzi Reutlinger, Assistant to Town Clerk; Roy Brown, Finance & Budget Director; Babette Friedman, HR Director; Wade Douty, Sergeant; and Ra Shana Dabney-Donovan, Major

4 PRESENTATIONS / PROCLAMATIONS

1. Broward County Transit's PREMO (Premium Mobility Plan) network presentation - Barney McCoy, Barney L. McCoy, Assistant General Manager - Service and Strategic Planning, Broward County Transit (BCT).

BRIAN MCCOY SPOKE ON RECORD

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023

2. Rebuilding Together Broward & Pembroke Park - Code Compliance Chief Ramirez

ROBIN MARTIN SPOKE ON RECORD

3. *National Public Works Week Proclamation May 21–27, 2023 “Connecting the World Through Public Works”*

MAYOR MOHAMMED READ THE TITLE OF PROCLAMATION INTO THE RECORD

4. Friday June 2, 2023 is proclaimed National Gun Violence Awareness Day - Moms Demand Action for Gun Sense

MARIA SWANSON SPOKE ON RECORD

5. The month of May is proclaimed as Jewish American History Month

MAYOR MOHAMMED READ THE PROCLAMATION INTO THE RECORD

6. May 2023 is Mental Health Awareness Month

MAYOR MOHAMMED READ BY TITLE ONLY THE PROCLAMATION INTO THE RECORD

7. April 30- May 6, 2023 celebrates Municipal Clerks Week

MAYOR MOHAMMED READ BY TITLE ONLY THE PROCLAMATION INTO THE RECORD

8. Asian American & Pacific Islander Heritage Month is celebrated in May 2023 - Acting Clerk Commissioner Kashem

ACTING CLERK COMMISSIONER WOULD LIKE TO PLAN AN EVENT FOR ASIAN AMERICAN & PACIFIC ISLANDER (AAPI) HERITAGE MONTH. MAYOR MOHAMMED CLARIFIED TO ACTING CLERK COMMISSIONERS REQUEST, THAT IF THERE IS NO COST TO CELEBRATE THE EVENT FOR AAPI, SHE CAN DO IT. ALL COMMISSIONERS WERE IN FAVOR

MAYOR MOHAMMED READ THE PROCLAMATION AS HAITIAN AMERICAN HERITAGE MONTH BY TITLE ONLY

CHANGES TO THE AGENDA

WITHDRAW 7.2 - RESOLUTION NO. 2023-006 ILA

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023

9.4 RFP 23-02: WIND RETROFIT ROOF REPLACEMENT AT TOWN HALL

9.5 ARPA FUNDS

ADD 9.7 SUMMER HIATUS

9.8 CLIMATE PREPAREDNESS CONFERENCE

**MOTION TO APPROVE THE AMENDED AGENDA MADE BY
CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK
COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.**

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

MARK VERTEFEUILLE SPOKE ON RECORD

DWAYMON CASON SPOKE ON RECORD

RON THURSTAN SPOKE ON RECORD

TORRANCE MOHAMMED SPOKE ON RECORD

6 CONSENT AGENDA

1. Approval of Minutes - Town Clerk Martell

2. Additional Licenses for the Police department - IT Director Pakula

3. Renew Sonicwall Licenses

4. New Camera System for the Preserve and Behan Park

5. Planning and Zoning Board Members

CURRENTLY WE HAVE THREE VACANCIES ON THE P&Z BOARD AND THREE MEMBERS FROM THE CHARTER REVIEW COMMITTEE HAVE AGREED TO VOLUNTEER FOR THE BOARD AND THEY ARE: PAULETTE WALKER, GARY SCHRADER AND EVELYN CUNNINGHAM IN ADDITION, BACKGROUND CHECKS WERE PROCESSED BEFORE BECOMING A CHARTER REVIEW COMMITTEE MEMBER.

Charter Review- Interim Town Attorney

CHARTER REVIEW BOARD CONCLUDED ITS BUSINESS, TOWN CLERK TO SET UP A MEETING TO HAVE THEM COME IN AND PRESENT THEIR RECOMMENDATIONS.

**MOTION TO APPROVE CONSENT AGENDA
MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.**

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023

7 RESOLUTIONS

1. Designation of Commission oversight capacity - Interim Town Attorney Horowitz
RESOLUTION NO. 2023-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

MOTION THE ELECT ACTING CLERK COMMISSIONER KASHEM TO BE THE PARKS LIAISON MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION TO ELECT CLERK COMMISSIONER HODGKINS TO BE THE PUBLIC WORKS LIAISON MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION TO ELECT VICE MAYOR MORRISSETTE AS FIRE AND POLICE LIAISON

INTERIM TOWN ATTORNEY CAUTIONED THE COMMISSION REGARDING DUAL ROLE, THE MAYOR DULY NOTED THE COMMENT FROM THE INTERIM TOWN ATTORNEY.

MOTION TO ELECT VICE MAYOR MORRISSETTE AS FIRE AND POLICE LIAISON APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MAYOR MOHAMMED TO BE INVOLVED AND ENGAGED WITHIN THE POLICE DEPARTMENT

MOTION TO PASS RESOLUTION 2023-005 APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

2. **RESOLUTION NO. 2023-006 ILA** - Town Manager Jimenez, Interim Town Attorney Horowitz

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND AUTHORIZING THE PROPER TOWN**

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023

OFFICIALS OF THE TOWN OF PEMBROKE PARK TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE ILA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ITEM REMOVED FROM THE AGENDA

8 ORDINANCES

9 NEW BUSINESS

1. Purchase of two vehicles for CSA program previously approved on Feb 8, 2023
MOTION TO TABLE UNTIL NEXT MEETING MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION CARRIED.

MOTION TO WITHDRAW MOTION TO TABLE UNTIL NEXT MEETING MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

MOTION TO PURCHASE THE TWO VEHICLES AS FOR THE CSA PROGRAM
MOTION TO APPROVE THE PURCHASE OF TWO CSA VEHICLES MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 MAYOR ASHIRA MOHAMMED OPPOSED.

2. Travel and Per Diem policy - Mayor Mohammed
EXAMPLES ARE AVAILABLE UPON REQUEST TOWN MANAGER AND FINANCE DIRECTOR BROWN HAVE BEEN UPDATING THE POLICY TO MEET ALL STATUTE STATUTORY REQUIREMENTS, ONCE COMPLETED TOWN MANAGER JIMENEZ WILL FORWARD TO INTERIM TOWN ATTORNEY TO REVIEW AND COMPLIES, THEN BROUGHT TO THE COMMISSION FOR FINAL APPROVAL.

MOTION TO ADOPT THE TRAVEL POLICY MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

3. Moving access privileges to IT - Mayor Mohammed

I.T. DIRECTOR PAKULA PASSED OUT A HANDOUT (ATTACHED)

Town of Pembroke Park
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**MOTION TO MOVE THE ACCESS PRIVILEGES BACK TO THE I.T. DEPARTMENT
MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY
ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1
COMMISSIONER GEOFFREY JACOBS OPPOSED.**

4. RFP-23-02: Wind Retrofit Roof Replacement at Town Hall - Town Manager Jimenez

ITEM REMOVED FROM THE AGENDA

5. ARPA Funds - Commissioner Jacobs, Town Manager Jimenez
Town Manager to put a list together regarding projects to use ARPA funds.

ITEM REMOVED FROM THE AGENDA

6. Discussion and Possible Action - Continued Employment of Police Chief - Town
Manager Jimenez, HR Director Friedman

**MOTION TO CALL THE QUESTION MADE BY VICE MAYOR ERIK MORRISSETTE,
SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM.
MAYOR MOHAMMED ASKED THE CLERK TO CALL THE ROLL
CLERK COMMISSIONER HODGKINS, YES; VICE MAYOR MORRISSETTE, YES;
MAYOR MOHAMMED, YES; COMMISSIONER JACOBS, CHIEF HOWARD I
APOLOGIZE ABSOLUTELY NOT; ACTING CLERK COMMISSIONER KASHEM,
YES, MOTION PASSED 4-1, COMMISSIONER JACOBS OPPOSED.**

**MOTION TO FOLLOW AND ACCEPT THE TOWN MANAGERS RECOMMENDATION
TO TERMINATE WITHOUT CAUSE THE POLICE CHIEF OF POLICE, DAVE
HOWARD MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING
CLERK COMMISSIONER MUSFIKA KASHEM.**

**VICE MAYOR MORRISSETTE, AYE; MAYOR MOHAMMED, YES; COMMISSIONER
JACOBS STATED AGAIN CHIEF HOWARD I APOLOGIZE FOR THE COMMISSION
UP HERE (** INAUDIBLE), ACTING CLERK COMMISSIONER KASHEM, YES;
CLERK COMMISSIONER HODGKINS, YES.
MOTION PASSES.**

*** Note:(During the transcription of Item 6, some discussion followed before Commissioner Jacobs gave final
vote, this is where this transcriptionist did not hear any type of final decision)*

HR DIRECTOR FRIEDMAN WANTED TO ADD TO THE RECORD AS TO ANOTHER
VIOLATION OF THE CODE OF CONDUCT IN THE INVESTIGATION ON
COMMISSIONER JACOBS, THAT HE IS ATTACKING JC JIMENEZ, TOWN

MANAGER; A FORMER EMPLOYEE WHO IS NOT LONGER EMPLOYED BY THE TOWN AND HERSELF, BABETTE FRIEDMAN, HR DIRECTOR. SHE COMMENTED " MOVING FORWARD, NOW THAT THE CHIEF OF POLICE IS TERMINATED, WHAT'S NEXT?"

MOTION TO APPOINT MAJOR RA-SHANNA DABNEY DONOVAN AS THE INTERIM ACTING CHIEF OF ADMINISTRATIVE FOR THE POLICE DEPARTMENT MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

MOTION TO APPOINT LIEUTENANT WADE DOUTY AS INTERIM ACTING OPERATIONS POLICE CHIEF FOR THE POLICE DEPARTMENT MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

7. Summer Hiatus- Mayor Mohammed

MOTION TO HAVE SUMMER HIATUS SET FOR JULY AND AUGUST WITH THE UNDERSTANDING THAT THERE WILL BE A WORKSHOP AT THE END OF AUGUST MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

8. Climate Preparedness Conference - Mayor Mohammed

MOTION THAT ANY COMMISSIONER THAT WISHES TO ATTEND THE CLIMATE PREPAREDNESS CONFERENCE IN MAY FROM THE 18TH TO THE 20TH IN AN AMOUNT NOT TO EXCEED \$4,000.00 MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

10 OLD BUSINESS

11 DISCUSSION

1. Commission assignment of Boards and Committees - Commissioner Mohammed
Florida League Cities
Broward League of Cities
Metropolitan Planning Organization meeting are the 2nd Thursday of the month

CLERK COMMISSIONER HODGKINS WOULD LIKE TO REMAIN ON AS THE REPRESENTATIVE FOR THE MOP
MAYOR MOHAMMED STATED FOR THE COMMISSIONERS TO PICK WHICH COMMITTEE THEY WOULD LIKE TO REPRESENT, AND LET THE CLERK KNOW

MOTION TO HAVE MAYOR MOHAMMED AS DIRECTOR, VICE MAYOR MORRISSETTE AS ALTERNATE AND CLERK COMMISSIONER HODGKINS AS SECOND ALTERNATE TO THE BACK UP ON THE BROWARD LEAGUE OF CITIES MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION CARRIED.

2. Town Hall Generator - Commissioner Jacobs

LOOK INTO GENERATOR WITH A WRITTEN REPORT

12 ATTORNEY REPORTS LEGISLATIVE SESSION IS NOW CLOSED, MR. SIGERSON IS PREPARING LEGISLATIVE UPDATES TO THE COMMISSION. EFFECTIVE 2024 FORM 1 WILL NO LONGER APPLY TO ELECTED MUNICIPAL OFFICIALS. FORM 6 WILL BE A REQUIREMENT, WHICH IS A MORE DETAILED FINANCIAL INTEREST STATEMENT, BUT FORM 1 STILL APPLIES THIS YEAR. CODE ENFORCEMENT APPEAL FOR THE TOWN BEFORE THE CIRCUIT COURT REGARDING THE MAGISTRATES ORDER WAS UPHELD. ETHICS TRAINING REMINDER IS BEING HELD TUESDAY MAY 16 FROM 7PM TO 9PM.

13 TOWN MANAGER REPORTS TOWN MANAGER JIMENEZ WILL HAVE THE PROPOSAL FOR THE FORENSIC AUDIT AT THE NEXT WORKSHOP. HE WILL BE ATTENDING THE FLORIDA LEAGUE OF CITIES MANAGERS ASSOCIATION WORKSHOP IN ORLANDO.

14 COMMISSION REPORTS Commissioner Jacobs - COMMISSIONER JACOBS STATED THAT HE CAME FORWARD AS A WHISTLEBLOWER REGARDING 2.3 MILLION DOLLARS MISSING AND STILL UNACCOUNTED FOR, AND STATED THAT THE FLORIDA STATE ATTORNEY GENERALS OFFICE NEEDS TO INVESTIGATE. HE PROCEEDS TO SAY THAT BAMBOO PARADISE HAD THE WATER DRAINAGE AND SEWER REDONE AT THE TAXPAYERS EXPENSE, AND THAT SW30TH AND THE CURRENT MAYOR ALSO HAD CORRECTIONS. HE STATED THAT THESE AREAS DO NOT HAVE ANY INFRASTRUCTURE ISSUES WHILE THE REST OF THE TOWN IS FAILING, AND IF LIFT STATION 17 IS LOST, WE WILL LOSE THE ELEMENTARY SCHOOL. VICE MAYOR MORRISSETTE STATED THAT THERE ARE A LOT OF PROBLEMS AS COMMISSIONER JACOBS SAID BUT WE NEED TO MOVE FORWARD. TOWN MANAGER TO PROVIDE START UP AND EXPIRATION DATES ALONG WITH THE EXTENSIONS AND THEIR CURRENT STATUS OF THE EIGHT (8) GRANTS.

MAYOR MOHAMMED ADDRESSED COMMISSIONER JACOBS CONCERNS STATING THAT HIS ALLEGATIONS REGARDING THE PURCHASE OF A 100 GRAND PUMP IS FALSE. SHE WENT ON TO SAY THAT HE IS MIX-MASKING FACTS. TOWN CLERK MARTELL TO SCHEDULE A MEETING TO FACT CHECK

AND CLEAR UP EVERYTHING BEING SAID. FOR THE RECORD, MAYOR MOHAMMED HELD UP A PICTURE OF TERENCE MCKENNA (ATTACHED) TO CLARIFY ANY ALLEGATIONS REGARDING FALSELY ACCUSING THE MAYORS BROTHER OF HARASSING COMMISSIONER JACOBS.

MAYOR MOHAMMED STATED THAT SHE WOULD LIKE TO LET THE RESIDENTS KNOW THAT THE WEBSITE HAS BEEN UPDATED SO RESIDENTS CODE VIOLATIONS CAN BE VIEWED.

15 ANNOUNCEMENTS

1. Special Magistrate Hearing, Wednesday, May 17, at 9:00 AM
Workshop Commission meeting, Wednesday, May 24, at 6:00 PM
Food Drive, Saturday, June 3, at 11:00 AM
Regular Commission meeting, Wednesday, June 14, at 7:00 PM
Special Magistrate Hearing, Wednesday, June 21, at 9:00 AM

16 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 9:16PM

ATTEST:

Marlen D. Martell, 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.

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023

Town of Pembroke Park
Regular Commission Meeting
May 10, 2023



TOWN OF PEMBROKE PARK

3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 - Fax (954)966-5186

REGULAR COMMISSION MEETING MINUTES Wednesday, June 14, 2023 at 7:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrisette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Kashem
Commissioner Geoffrey Jacobs

Town Manager JC Jimenez
Interim Town Attorney
Town Clerk Marlen D. Martell

1 CALL TO ORDER MEETING CALLED TO ORDER AT 7:06 P.M.

2 PLEDGE OF ALLEGIANCE LED BY THE MAYOR AND COMMISSIONERS

3 ROLL CALL The meeting was called to order at 7:06 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner. Vice Mayor Erik Morrisette was absent.

Additional staff in attendance were JC Jimenez, Town Manager; Jacob Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Roy Brown, Finance & Budget Director; Babette Friedman, HR Director and Ra Shana Dabney-Donovan, Interim Chief of Police

4 DELETIONS OR WITHDRAWALS TO THE AGENDA ITEM 7.4,10.2, 7.1, 7.2, 7.3, 7.4, 7.5 AND 10.8 WAS WITHDRAWN FROM THE AGENDA

MOTION TO ADOPT THE AGENDA AS AMENDED MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER KASHEM. MOTION PASSED 4-0.

5 PRESENTATIONS / PROCLAMATIONS

Town of Pembroke Park
Regular Commission Meeting
June 14, 2023

1. 2023 Legislative Update - State Representative Marie Woodson

MARIE WOODSON SPOKE ON RECORD REGARDING THE LEGISLATIVE.

2. Broward County Mayor Lamar Fisher

MAYOR LAMAR FISHER SPOKE ON RECORD
SUZANNE BAILEY, LEGISLATIVE AIDE SPOKE ON RECORD

3. Critical Event Response Applications - Major Donovan

EDWARD MCGOVERN SPOKE ON RECORD

INTERIM CHIEF OF POLICE DONOVAN-DABNEY TO FORWARD CONTRACT TO
INTERIM TOWN ATTORNEY HOROWITZ FOR REVIEW.

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

RESIDENT DAVID ROACH SPOKE ON RECORD
RESIDENT ROBERT JANZER SPOKE ON RECORD
RESIDENT LILLIE-ANN PAGE SPOKE ON RECORD

7 CONSENT AGENDA

1. Approval of Minutes - Town Clerk Martell

COMMISSION JACOBS STATED THAT THERE WAS INACCURACIES ON 05 10
2023 REGULAR COMMISSION MEETING.

**MOTION TO APPROVE THE MINUTES WITH CORRECTIONS MADE BY CLERK
COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK
COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-1 COMMISSIONER
GEOFFREY JACOBS OPPOSED.**

INTERIM TOWN ATTORNEY JACOB TO WORK WITH COMMISSIONER JACOBS TO
AMEND MINUTES

2. Proposed Management Package - HR Director Friedman

**MOTION TO MOVE FORWARD MADE BY CLERK COMMISSIONER WILLIAM
HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA
KASHEM. MOTION PASSED 3-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.**

3. Cyber Security Grant Awarded - IT Director Pakula

Town of Pembroke Park
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MOTION TO ACCEPT THE GRANT MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

4. Town Manager Contract Renewal - HR Director Friedman

ITEM WITHDRAWN FROM THE AGENDA

5. S.W. 30th Street Sanitary Sewer Forcemain Replacement - Public Services Director Ghany

MOTION TO APPROVE THE FORCE MAIN REPLACEMENT DESIGN MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

6. Todd Larson Discussion - Commissioner Jacobs

MOTION TO REVERSE THE POLICY AND TO REINSTATE TODD LARSON MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MEETING RECESSED AT 8:28 P.M.

MEETING RESUMED AT 8:36 P.M.

8 RESOLUTIONS

1. **RESOLUTION NO. 2023-008** - Clerk Commission Hodgkins

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND ADOPTING ARTICLES OF CENSURE AGAINST COMMISSIONER GEOFFREY JACOBS; FINDING THAT COMMISSIONER JACOBS HAS VIOLATED THE TOWN'S CODE OF CONDUCT, AS SET FORTH IN RESOLUTION NO. 2020-090, DATED DECEMBER 9, 2020; FINDING THAT COMMISSIONER JACOBS' BEHAVIOR IS UNACCEPTABLE AND THAT HE MUST MAINTAIN ORDER, DECORUM, CIVILITY AND RESPECT; AND PUBLICLY REPRIMANDING COMMISSIONER JACOBS FOR HIS CONTINUED MISCONDUCT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

COMPLETE RESOLUTION NO. 2023-008 READ INTO THE RECORD BY INTERIM TOWN ATTORNEY HOROWITZ.

MOTION TO ADOPT RESOLUTION 2023-008 MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

2. Tentative Millage Rate - Finance Director Brown

RESOLUTION NO. 2023-009

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 8.5000 MILLS FOR THE FISCAL YEAR 2023-2024 COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE TOWN MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**

MOTION TO APPROVE 8.5000 MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

9 ORDINANCES

1. Code of Conduct Ordinance - Mayor Mohammed

ORDINANCE NO. 2023-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY CREATING SECTION 2-16 TO BE ENTITLED "CODE OF CONDUCT FOR ELECTED AND APPOINTED OFFICIALS"; ESTABLISHING A CODE OF CONDUCT AND DECORUM FOR ELECTED AND APPOINTED TOWN OFFICIALS; REPEALING RESOLUTION NO. 2020-090, ADOPTED DECEMBER 9, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

MAYOR MOHAMMED OPENED FOR PUBLIC HEARING
MAYOR MOHAMMED CLOSED FOR PUBLIC COMMENT

MOTION TO ADOPT THE CODE OF CONDUCT ORDINANCE 2023-004 MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

2. Adopting Robert's Rules of Order - Mayor Mohammed

ORDINANCE NO. 2023-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY AMENDING DIVISION 3, ENTITLED "MEETINGS;" AMENDING AND CLARIFYING THE PROCEDURE FOR CALLING SPECIAL AND EMERGENCY MEETINGS OF THE TOWN COMMISSION; CREATING SECTION 2-43 TO BE ENTITLED "PARLIAMENTARY PROCEDURE"; ESTABLISHING ROBERT'S RULES OF ORDINANCE AS THE FORMAL PROCEDURE FOR TOWN COMMISSION MEETINGS; CREATING SECTION 2-44, TO BE ENTITLED, "SUPPLEMENTAL TOWN COMMISSION PROCEDURES;" PROVIDING ADDITIONAL PROCEDURES FOR CONDUCTING MEETINGS OF THE TOWN COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

MAYOR MOHAMMED OPENED FOR PUBLIC HEARING
MAYOR MOHAMMED CLOSED FOR PUBLIC COMMENT

MOTION TO ADOPT ORDINANCE 2023-005 MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

2ND READING SEPTEMBER 13, 2023 MEETING

3. ORDINANCE NO. 2023-006 - Town Manager Jimenez, Finance Director Brown
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 24 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "TAXATION AND FINANCE," TO CREATE A NEW ARTICLE IV ENTITLED "FIRE PROTECTION SPECIAL ASSESSMENT," TO AUTHORIZE THE LEVY, COLLECTION AND ENFORCEMENT OF A FIRE PROTECTION SPECIAL ASSESSMENT IN THE TOWN; CREATING NEW SECTIONS IN THE TOWN CODE OF ORDINANCES AS FOLLOWS: SECTION 24-110 ENTITLED "INTENT," SECTION 24-111, ENTITLED "FINDINGS OF SPECIAL BENEFIT," SECTION 24-112, ENTITLED "AUTHORITY," SECTION 24-113, ENTITLED "DEFINITIONS," SECTION 24-114, ENTITLED "COLLECTION AND ENFORCEMENT," SECTION 24-115, ENTITLED "INITIAL ASSESSMENT RESOLUTION," SECTION 24-116, ENTITLED "PUBLIC HEARINGS," SECTION 24-117, ENTITLED "NOTICE REQUIREMENTS FOR PUBLIC HEARINGS," SECTION 24-118, ENTITLED "PREPARATION OF ASSESSMENT ROLL," SECTION 24-119, ENTITLED "FINAL ASSESSMENT RESOLUTION," SECTION 24-120, ENTITLED "PRELIMINARY ASSESSMENT RESOLUTION," SECTION 24-121, ENTITLED "ANNUAL ASSESSMENT RESOLUTION," SECTION 24-122, ENTITLED "EFFECT OF FINAL OR ANNUAL ASSESSMENT RESOLUTIONS," SECTION 24-123, ENTITLED "ADOPTION OF ASSESSMENT ROLL," SECTION 24-124, ENTITLED "CERTIFICATION OF ASSESSMENT ROLL," SECTION 24-125, ENTITLED "EXEMPTIONS," SECTION 24-126, ENTITLED "REVISIONS TO**

Town of Pembroke Park
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SPECIAL ASSESSMENTS,” SECTION 24-127, ENTITLED “PROCEDURAL REGULARITIES,” SECTION 24-128, ENTITLED “CORRECTION OF ERRORS AND OMISSIONS,” SECTION 24-129, ENTITLED “ALTERNATE METHOD OF COLLECTION,” SECTION 24-130, ENTITLED “BROWARD COUNTY PROPERTY APPRAISER AND BROWARD COUNTY REVENUE,” AND SECTION 24-131, ENTITLED “RESERVATION OF POWERS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED FOR PUBLIC HEARING

LILLIE-ANN PAGE SPOKE ON RECORD

DAVID ROACH SPOKE ON RECORD

MAYOR MOHAMMED CLOSED FOR PUBLIC COMMENT

MOTION TO ADOPT ORDINANCE 2023-006 MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION OPPOSED 1-3 MAYOR ASHIRA MOHAMMED, CLERK COMMISSIONER WILLIAM HODGKINS, AND ACTING CLERK COMMISSIONER MUSFIKA KASHEM OPPOSED.

4. Amending Chapter 19 of the Town’s Code Of Ordinances, Entitled “Personnel” - HR Director Friedman

ORDINANCE NO. 2023-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 19 OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “PERSONNEL;” AMENDING ARTICLE I, ENTITLED “IN GENERAL” BY CREATING SECTION 19-1, TO BE ENTITLED “ADOPTION OF PERSONNEL POLICIES AND PROCEDURES MANUAL”; ADOPTING AND INCORPORATING THE TOWN’S PERSONNEL POLICIES AND PROCEDURES MANUAL BY REFERENCE IN THE TOWN’S CODE OF ORDINANCES; DELETING CONFLICTING PROVISIONS OF CHAPTER 19 OF THE TOWN CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED FOR PUBLIC HEARING

MAYOR MOHAMMED CLOSED FOR PUBLIC COMMENT

MOTION TO ADOPT ORDINANCE 2023-007 MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

10 NEW BUSINESS

1. Town Attorney Clerk - Commissioner Hodgkins

DISCUSSION ONLY, NO ACTION TAKEN

2. Robert Levy Settlement - Town Manager Jimenez

ITEM REMOVED FROM THE AGENDA

SHADE MEETING WILL BE HELD TO DISCUSS THE ISSUE

3. EMERGENCY REPAIR - Stormwater Station #1 - Public Services Director Ghany
MOTION TO DO REPAIRS NECESSARY IN THE AMOUNT NOT TO EXCEED
\$30,000.00

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAM HODGKINS,
SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION
PASSED 3-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.**

4. City of Weston - piggyback contract with A&A Drainage - Public Services Director
Ghany

**MOTION TO APPROVE CONTRACT AS WITH AMENDED MADE BY CLERK
COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK
COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.**

5. Florida League of Cities Conference, August 10-12 - Mayor Mohammed

FLORIDA LEAGUE OF CITIES CONFERENCE IS AUGUST 10 THRU AUGUST 12,
2023, ALL INTERESTED NEEDS TO INFORM STAFF

**MOTION FOR ANYONE COMMISSIONER INTERESTED IN ATTENDING THE FLC
ANNUAL CONFERENCE IN THE AMOUNT NOT TO EXCEED \$2,500.00 MADE BY
CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK
COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-1 COMMISSIONER
GEOFFREY JACOBS OPPOSED.**

6. Mayor Mohammad has been invited to be a guest speaker in Paris attached is the
letter

ITEM WITHDRAWN FROM THE AGENDA

8. Juneteenth Day

Code Enforcement Officers' Appreciation Week

June is PRIDE MONTH in support of the LBTQA community.

PROCLAMATIONS READ INTO THE RECORD BY TITLE ONLY BY MAYOR
MOHAMMED.

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7. Commission Chambers Renovation for multipurpose room - Town Manager Jimenez
MOTION TO APPROVE THE REMOVE AND INSTALL CARPET, PAINT AND THE PURCHASE OF CHAIRS IN THE AMOUNT NOT TO EXCEED \$24,000.00 MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

11 OLD BUSINESS

12 DISCUSSIONS

1. Documents Discussion - Commissioner Jacobs
NO ACTION TAKEN, DISCUSSION PERTAINING TO FALSIFICATION OF VOTING DOCUMENTS AND CRIMINAL ACTIONS WILL BE BROUGHT FORTH TO THE TOWN CLERK.
2. Town Manager Questions - Commissioner Jacobs
DISCUSSION ONLY
3. Food Drive Discussion - Commissioner Jacobs

MOVING FORWARD MAYOR MOHAMMED STATED THAT THE EVENTS COMMITTEE WILL BE ADDRESSING THE FOOD DRIVES.

4. Insurance Funds - Commissioner Jacobs

COMMISSIONER JACOBS IS REQUESTING TO PROVIDE WHAT HAPPENED TO THE FUNDING PAID OUT TO THE TOT LOT CANOPY

5. Public Works Director Discussion - Commissioner Jacobs

NO ACTION TAKEN; DIRECTOR WAS UNAVAILABLE.

MEETING RECESSED AT 10:16 P.M.
MEETING RESUMES AT 10:19 P.M.

6. Future Events- Acting Clerk Commissioner Kashem
World Suicide Prevention Day, September 10, 2023
Global Diversity Awareness Day
Small Business Support Programs

MOTION TO APPROVE GLOBAL DIVERSITY AWARENESS IN AN AMOUNT NOT TO EXCEED \$12,000.00 PERMITTED THAT THE MONEY CAN BE FOUND IN THE BUDGET MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MAYOR MOHAMMED REQUESTED SUPPORT FROM HER COLLEAGUES TO APPROVE EVENTS DURING THE BUDGET PROCESS.

13 ATTORNEY REPORTS

INTERIM TOWN ATTORNEY HOROWITZ IS REQUESTING PUBLICLY ANNOUNCING TO HOLD A SHADE MEETING REGARDING DR. ROBERT LEVY vs TOWN OF PEMBROKE PARK CASE NO. 2201008. THE INTERIM TOWN ATTORNEY WILL COORDINATE WITH THE TOWN MANAGER, SPECIAL COUNSEL AND THE COMMISSION TO SCHEDULE SUCH.

THE INTERIM TOWN ATTORNEY RESPONDED AND CLARIFIED TO THE ALLEGATIONS COMMISSIONER JACOBS BROUGHT FORTH REGARDING THE TOWN CLERK FALSIFYING THE MEETING MINUTES OF MAY 10, 2023. INTERIM ATTORNEY JACOB EXPLAINED THAT THE CLERK HAS NOT FALSIFIED ANY RECORDS, AND THAT SHE WAS ACTING IN GOOD FAITH AND IF THERE ARE ANY CLARIFICATIONS TO BE MADE TO NOW WOULD BE THE RIGHT TIME.

14 TOWN MANAGER REPORTS

52ND AVE SINKHOLE IS BEING REPAIRED DESPITE THE RAIN, THE REPAIR IS STILL ON TARGET AND WILL BE COMPLETED BY THE END OF THE WEEK. THE FORENSIC AUDIT PROPOSAL COME IN AND WILL BE PUT ON THE AGENDA FOR THE NEXT MEETING AS DISCUSSION.

15 COMMISSION REPORTS

TOWN CLERK MARTELL TO EMAIL ALL COMMISSION THE AGENDA REPORT THAT CAN BE FILLED OUT AND SENT TO HER WITH THE BACK UP SIX(6) DAYS PRIOR TO THE MEETING AND SHE WILL UPLOAD.

Commissioner Jacobs - COMMISSIONER JACOBS STATED THAT FORENSIC AUDIT IS COMPLETELY A NECESSITY. COMMISSIONER JACOBS SAID THAT HE RECEIVED A PHONE CALL FROM SEVERAL MEMBERS OF THE MEDIA REGARDING AN ARTICLE THAT CAME OUT REGARDING THE COMMISSION MEETING WITH THE SHERIFFS OFFICE, HE BELIEVES THAT THERE IS SOME SERIOUS SUNSHINE ISSUES. COMMISSIONER JACOBS STATED THAT HE ALSO THINKS IT IS A CONFLICT OF INTEREST HAVING THE CITIZENSHIP DRIVE.

FOR THE MONTH OF JULY AND AUGUST, THE COMMUNITY FARM WILL BE CLOSED ON SATURDAYS AND THAT THE COMMUNITY FARM WILL JUST BE MAINTAINED, AND WILL REOPEN IN SEPTEMBER

Acting Clerk Commissioner Kashem – **NO COMMENTS**

Clerk Commissioner Hodgkins - **NO COMMENTS**

Mayor Mohammed- MAYOR MOHAMMED CLARIFIED HER LAW STUDIES AND CAREER CHOICES, AND ASKED IF COMMISSIONER JACOBS HAD ANY ATTORNEYS THAT WOULD BE WILLING TO VOLUNTEER AND HOPED TO SEE COMMISSIONER JACOBS AT THE CITIZEN DRIVE HELPING AND ASSISTING HIS RESIDENTS.

16 ANNOUNCEMENTS

1. Citizenship Drive, Saturday, June 17, 2023 at Watkins Elementary School from 10AM to 2PM

Special Magistrate Hearing, Wednesday, June 21, 2023 at 9:00 AM

Workshop Commission meeting, August 23, 2023, at 6:00 PM

CALENDAR OF EVENTS:

Back to School Giveaway, Saturday, August 12, 2023, from 10AM to 4PM

Fall Festival tentatively scheduled for October 28 or 29

Health Fair, Saturday, November 4, 2023

Thanksgiving Giveaway, Monday, November 20, 2023 from 6PM to 9PM

Toy Giveaway, Friday, December 16, 2023, from 11AM to 3PM

MAYOR MOHAMMED ASKED IF ANYONE WOULD LIKE TO VOLUNTEER TO HELP WITH ANY OF THE EVENTS THAT IT WOULD BE GREATLY APPRECIATED.

MAYOR MOHAMMED THANKED THE INTERIM CHIEF AND ALL OFFICERS THAT SHOWED UP TO HELP OUT WITH THE FOOD GIVEAWAY.

17 ADJOURNMENTS: WITH NO FURTHER ITEMS FOR DISCUSSION, MEETING ADJOURNED AT 10:44 P.M.

ATTEST:

Marlen D. Martell, Town Clerk

Town of Pembroke Park
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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.

RESOLUTION NO. 2023-006

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS OF THE TOWN OF PEMBROKE PARK TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE ILA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, deems it to be in the best interests of the public to execute the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby approves the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, attached hereto as Exhibit "A," said Agreement having been submitted for consideration to the Town Commission in written form. The Town Manager may agree to additional non-substantial changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney.

Section 3. The proper Town Officials of the Town of Pembroke Park are hereby authorized and directed to execute the Agreement.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are 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 any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

**INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS
PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**

This Agreement ("Agreement") is among Broward County, a political subdivision of the State of Florida ("County"), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively, the "Parties" and each individually a "Party").

ARTICLE 1. RECITALS AND FINDINGS OF FACT

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the "Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida" (the "Authority"), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority's status as an independent and separate legal entity.

1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, "Hazardous"), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as "universal waste" pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority's operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties' responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties' jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the "Facilities Amendment") that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively "Formation Conditions"). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority's notice, each Municipal Party's elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party's failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party's withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively “Wind Down”), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);

- 3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);
- 3.3.5.4. Section 8.1.7 (Collection and transportation services);
- 3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);
- 3.3.5.6. Section 8.1.12 (Issuance of bonds);
- 3.3.5.7. Section 11.1 (Commitment of System Waste); or
- 3.3.5.8. Section 11.2 (Regulatory Flow Control).

ARTICLE 4. DURATION

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County ("Effective Date"). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date ("Initial Term"). Subject to Articles 3 and 17, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an "Extension Term," and together with the Initial Term, the "Term") by the approval of the Parties' elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party's withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population.

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

ARTICLE 6. GOVERNANCE

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

6.2. Governing Board.

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using

the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

6.3.2. Alternate Members.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.

6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee ("TAC") is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party's solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

6.5.1. Quorum. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order; provided, however, if there is a conflict between this Agreement and Robert's Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as "Covered Individuals" within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as "Covered Individuals." The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party's elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-

thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars (\$2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars (\$2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars (\$2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:

7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. Procedure to Adopt and Amend Master Plan.

7.1.2.1. Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County’s obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative vote of the impacted Party’s (or Parties’) representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

ARTICLE 8. POWERS OF THE AUTHORITY

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing, implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County.

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appointment of legal counsel to act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee ("Authority Counsel"). The Authority Counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same. No attorney or law firm may serve as the Authority Counsel if such attorney or law firm, or any other attorney within such attorney's law firm, is also: (a) serving as lead counsel for any Party (e.g., as a "City Attorney" for any Party or as County Attorney); (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party. Any agreement by which the attorney or law firm is retained must require that, if such attorney or law firm becomes ineligible to continue to serve as the Authority Counsel, the attorney or law firm (as applicable) must resign from the position as expeditiously as is permitted by the applicable rules regulating attorney conduct.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

ARTICLE 9. REVENUE, BORROWING, AND BUDGET

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating, maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

ARTICLE 10. AUDITING

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority ("Auditor"). The Auditor will, among other things, complete an annual audit of the Authority's receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

ARTICLE 11. COMMITMENT OF SYSTEM WASTE

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties' respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida ("Flow Control Ordinance"). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party ("Conflicting Agreements"); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System, except for any waste generated within that Party's then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:

11.4.1. The amount of each category of System Waste collected in each Party's jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement

will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

ARTICLE 12. DEBT OBLIGATIONS

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

ARTICLE 13. RELATIONSHIPS OF THE PARTIES

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

ARTICLE 14. INDEMNIFICATION

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend (“Indemnification Obligations”) each Party and each Party’s current, past, and future officers, agents, and employees (each, an “Indemnified Party”), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs (including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a “Claim”). Notwithstanding the Indemnification Obligations in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. System-Related Claims. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

- (a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;
- (b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing, processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");
- (c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;
- (d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;
- (e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or
- (f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

- (a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;
- (b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;
- (c) any intentional, reckless, or negligent act or omission;

(d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or

(e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq., RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.

ARTICLE 15. DEFAULT

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party

giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

ARTICLE 16. AMENDMENTS TO THIS AGREEMENT

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90) days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation, or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

ARTICLE 18. RIGHT OF FIRST REFUSAL

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as "Authority Property"), the Authority must provide a copy of the offer, letter of intent, or proposed agreement ("Offer") to all Parties. The Parties will have a right of first refusal to purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

18.1.1. If the Authority Property is a "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal

Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

ARTICLE 19. MISCELLANEOUS

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority's assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party's mayor, with copies to its chief executive officer (e.g., City/Town Manager, County Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.

19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to “must,” “shall,” or “will” are obligatory. All citations to “Florida Statutes” mean those statutes as may be amended from time to time, except for references to the term “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022). Any reference to “days” means calendar days, unless otherwise expressly stated.

19.11. Third-Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

19.12. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board, including election of a Chair and Vice-Chair, and other than executing the joinder, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or

promulgated after the Effective Date ("Future Applicable Law"), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority's operations or that Party's obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or

19.15.2. Contract for solid waste disposal capacity, or options therefor, with reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that: (a) the terms of any such agreement(s) contain a provision permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

19.16. No Additional Financial Obligations. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature on behalf of each Party to this Agreement, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 2nd day of May, 2023, and the Municipal Parties, signing by and through their authorized signers.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Matthew Haber (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

RESOLUTION NO. 2023-010

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE PARTICIPATION IN THE “LAUNCHING OF THE YOUTH REHABILITATION PROJECT” (THE “PROJECT”) IN PARIS, FRANCE SPONSORED BY THE *FAMILLIES JE VOUS AIME* FROM SEPTEMBER 15TH, 2023 TO OCTOBER 9TH, 2023; FINDING A PUBLIC AND MUNICIPAL PURPOSE ASSOCIATED WITH THE PARTICIPATION IN THE PROJECT; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park (the “Town”) has a continuing desire to seek new businesses and promote economic development in the Town; and

WHEREAS, the Town Commission has the means to promote the Town through inter-governmental coordination and the exchange of ideas concerning public affairs; and

WHEREAS, certain members of the Town Commission have been invited to participate in the Launching of Youth Rehabilitation Project in Paris, France; and,

WHEREAS, the project is sponsored by the French non-profit *Familles Je Vous Aime*; and

WHEREAS, engaging the community in a partnership with the juvenile justice system, youth programs, schools, attorneys, judges, local governments and police departments working together to form and expand diversionary programs responding to juvenile crime and problem behavior;

WHEREAS, increasing the awareness of delinquency issues and problem behavior on a local level and mobilize community leaders, to take an active civic role in addressing the problem;

WHEREAS, FJVA aims to work with institutions and alongside families in difficulty with respect and dignity through literacy, education and training.

WHEREAS, the Town Commission finds that by participating in the Project, the Town will receive international exposure and enable the participating commission members to promote the Town overseas; and

WHEREAS, the Town's participation in the Project will further enable the participating commissioners to bring back valuable information, insight and best practices which will specifically help at risk youth in the Town; and

BE IT RESOLVED BY THE CITY COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

SECTION 1: The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission and incorporated herein.

SECTION 2: That the Town Commission of the Town of Pembroke Park hereby approves and authorizes the participation in the "Launching of Youth Rehabilitation Project" in Paris, France sponsored by the *Famillies Je Vous Aime* from September 15, 2023 through October 9, 2023.

SECTION 3. That the Town Commission finds that Town's participation in the Project, including the participation of members of the Town commission, constitutes a public and municipal purpose pursuant to Florida law.

SECTION 4. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Severability. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part

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or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, THIS __th DAY OF _____, 2023.**

ASHIRA MOHAMMED
Mayor

ERIK MORRISSETTE
Vice Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

APPROVED AS TO LEGAL FORM

JACOB G. HOROWITZ, ESQ.
Interim Town Attorney

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AGENDA ITEM REPORT



To:

Subject: Town Hall Hardening Roof Replacement - bid award

Meeting: 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

RECOMMENDATION:

We are recommending approval of the proposal from Triple Roofing.

ATTACHMENTS:

[1986_001](#)

[Agmt \(Roof Retrofit - Total Roofing Systems\) \(00568189xC4B6A\)](#)

[Reso - Total Roof Contract Award \(00568198xC4B6A\)](#)

[Submittal Total Roofing Systems \(Submission\)](#)

[RFP 23-02 Town Hall Hardening Roof Replacement](#)

[1989_001](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Jul 06 2023
Roy Brown, Finance & Budget Director	Approved - Jul 06 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Jul 06 2023
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



J.C. Jimenez
Town Manager, Town of Pembroke Park
954.966.4600 | jcjimenez@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

From: Jorge Cervantes <jcervantes@cgasolutions.com>
Sent: Tuesday, April 25, 2023 12:59 PM
To: JC Jimenez <jcjimenez@tppfl.gov>; Lucie Manzerolle <لمانزرولل@تپفل.غو>
Cc: Jenna Martinetti <JMartinetti@cgasolutions.com>
Subject: Town Hall Re-roofing

JC/Lucie;

Please see our comments below on the two bidders.

1. Millennium Roofing, LLC (\$142,863.93)
 - a. It does not state if engineering drawings will be submitted to building department for approval.
 - b. Scope of work is to replace the asphalt roof with TPO roof.
 - c. Not mentioned if roof insulation replacement is provided.
 - d. Not mentioned of corners, vents , parapet walls, curbs, drains and scuppers will be new.
 - e. Notary person did not sign, and notary stamp is missing.
 - f. Subcontractor name on Certificate of Liability Insurance provided does not match name on form.
 - g. Town forms show office address in Lauderhill, Tax ID and Business Tax Receipt show address in North Miami.
 - h. Contractor license not submitted.
2. Total Roofing Systems Inc. (\$199,760.00)
 - a. Contractor will provide engineering drawings for building department approval.
 - b. Scope of work is to replace the asphalt roof with TPO roof. Pre-sloped system will be installed to meet roof R-factors and pitch requirements.
 - c. It is mentioned new corners, vents , parapet walls, curbs, drains and scuppers will be installed.
 - d. It appears the contractor will install new access hatches if requested, not sure id it will be part of the contract or change order.
 - e. Bid bond, Tax ID, Business Tax Receipt, Certificate of Liability Insurances, and Contractor license not submitted.

Per as-built drawings we received from Town, the insulation is on the roof as part of the roofing system. Not clear if both bidders included the cost of the replacement as required for the new re-roofing. You might ant to clarify with both bidders.

Let us know if you have any questions.

Thanks.

Jorge R. Cervantes, PE

Project Manager | Electrical Engineering (Broward)

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 2023,
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

TOTAL ROOFING SYSTEMS "THE METAL ROOF EXPERTS, INC., a Florida corporation, with a principal address of 2885 SE Jefferson Street, Stuart, Florida 34997, 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."

W I T N E S S E T H:

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

ARTICLE 1 **PREAMBLE**

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

1.1 The Town advertised its notice to bidders of the Town's desire to hire a firm to provide a wind retrofit roof replacement, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Wind Retrofit Roof Replacement Funds from FEMA's Hazard Mitigation Grant Program RFP No. 23-02

1.2 On the June 14, 2023, the Town Commission designated Contractor as being the most responsible proposer submitting a responsive proposal most advantageous and in the best interests of

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the Town; and

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 Contractor hereby agrees to perform the services for the wind retrofit roof replacement, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, RFP 23-02, attached hereto and made a part hereof as **Exhibit "A"** and Contractor's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. Contractor agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

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

2.3 Contractor hereby represents to Town, with full knowledge that 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.

2.4 Contractor assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the Town promptly advises Contractor thereof in writing, Contractor agrees to re-perform such deficient services without charge to the Town.

2.5 Contractor shall not utilize the services of any sub-consultant without the prior written approval of Town.

ARTICLE 3

TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution and shall terminate in accordance with the provisions set forth in Exhibit "A."

3.2 In accordance with Exhibit "A," 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, in which event the Contractor shall be paid its compensation for services performed to termination date. [NOTE: Contractor may not terminate existing assignments for convenience after

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they have been accepted as addendums to this Agreement.] In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Contractor shall become the property of Town and shall be delivered by Contractor to Town immediately.

3.4 SCRUTINIZED COMPANIES. Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement for cause 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 any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 Contractor shall be entitled to invoice Town in accordance with terms set forth in Exhibit "A." The total compensation for this project shall not exceed **\$199,760.00**.

4.2 Town will make its best efforts to pay Contractor within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

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

4.4 Payment will be made to Contractor at:

**Total Roofing Systems
2885 SE Jefferson Street
Stuart, Florida 34997**

ARTICLE 5 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

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

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

ARTICLE 6

INDEMNIFICATION

6.1 Contractor shall indemnify and save harmless and defend the Town, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the Town or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of Contractor, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by Contractor pursuant to this Agreement.

6.2 Contractor shall indemnify Town for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. Contractor will defend and/or settle at its own expense any action brought against the Town to the extent that it is based on a claim that products or services furnished to Town by Contractor pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 Contractor's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by Contractor, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The Town's rights and remedies and Contractor's liabilities as set forth in this Agreement, are exclusive, and the Town hereby releases Contractor from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Florida Statutes §725.06 requires a specific consideration be given therefor. 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 parties 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 party's responsibility to indemnify.

ARTICLE 7

INSURANCE

Contractor shall comply with all insurance requirements set forth in Exhibit "A."

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ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent Contractor under this Agreement and not the 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 activities and responsibilities hereunder provided, further that administrative procedures applicable to Contractor's services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with Town, State, H.U.D., or United States policies, rules or regulations relating to the use of Contractor's Funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the 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.

ARTICLE 9
VENUE

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

ARTICLE 10
PUBLIC RECORDS

10.1 The Town of Pembroke Park is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

10.1.1 Keep and maintain public records required by the Town to perform the service;

10.1.2 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, Fla. Stat., or as otherwise provided by law;

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

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

10.2 The failure of Contractor 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.

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
9150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600
townclerk@tppfl.gov**

**ARTICLE 11
FEMA REQUIREMENTS**

Any reference made to Contractor in this section shall also apply to any SubContractor under the terms of this Contract. Contractor shall be responsible for the compliance by any subContractor or lower tier subContractor with all of these contract clauses:

11.1 Contractor shall assist Town in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

11.2 If reimbursement is denied to Town due to Contractor's negligence, including failure to comply with this Article, Contractor upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the Town, shall reimburse Town for amounts denied due to Contractor's negligence. This obligation shall survive the term or termination of this Agreement.

11.3 Notwithstanding anything to the contrary set forth herein, Contractor shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2

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C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

11.3.1 Equal Employment Opportunity: During the performance of this contract, 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.

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- (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 his 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 contract 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.

11.3.2 Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). 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.

11.3.3 Copeland "Anti-Kickback" Act: Contractor shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and SubContractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor 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. TOWN must report all suspected

or reported violations to the Federal awarding agency.

11.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) 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.

- (1) 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.
- (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 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 (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. TOWN 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 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 (2) of this section.
- (4) Subcontracts. The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause

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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 (1) through (4) of this section.”

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

- (1) The Contractor 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 Contractor agrees to report each violation to Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor 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 et seq.
- (2) The Contractor agrees to report each violation to the TOWN and understands and agrees that the TOWN will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

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

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disqualified (defined at 2 C.F.R. § 180.935).

- (1) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by TOWN. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and TOWN, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (2) 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.”

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

11.3.8 Compliance with 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).

11.3.9 Recovered Materials.

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule
 - (ii) Meeting Contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated

items, is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11.3.10 Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

11.3.11 Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA 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

11.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

- (1) The Contractor agrees to provide the Town, State, FEMA, 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.
- (2) 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 Town, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11.3.13 No Obligation by the Federal Government

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the Town, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subContractor who will be subject to its provisions.

11.3.14 DHS Seal, Logo, and Flags. The Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11.3.16 Fraudulent Statements. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this Contract.

ARTICLE 12

MISCELLANEOUS

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Town whether or not the project for which they are made is completed. Town hereby agrees to use Contractor's work product for its intended purposes.

12.2 **Records.** Contractor shall keep such records and accounts and require any and all subContractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Town and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by Town of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of Town. For purposes of this Agreement, any change of ownership of Contractor 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.

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

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

For Town:	J.C. Jimenez Town Manager Town of Pembroke Park 3150 S.W. 52 nd Avenue Pembroke Park, FL 33023 jcjimenez@tppfl.gov
Copy to:	Jacob G. Horowitz, Interim Town Attorney Goren, Cherof, Doody, and Ezrol, P.A. 3099 E. Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 jhorowitz@gorencherof.com
Contractor	Luis Martinez, General Manager Total Roofings Systems 2885 SE Jefferson Street Stuart, FL 34997 1-772-872-8030

12.6 **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.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

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

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

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement

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between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

12.13 **Employment Verification.** Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

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

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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 set their hands and seals the day and year first written above.

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Interim Town Attorney

TOTAL ROOFING SYSTEM "THE
METAL ROOF EXPERTS" 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 _____, 2023, 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

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_____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this ____ day of _____, 2023.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

RESOLUTION NO. 2023-__

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE THE AGREEMENT BETWEEN THE TOWN AND TOTAL ROOFING SYSTEMS “THE METAL ROOF EXPERTS,” INC., ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN; WAIVING ANY IRREGULARITIES IN THE PROPOSAL SUBMITTED BY TOTAL ROOFING SYSTEMS AND FINDING AN AWARD TO TOTAL ROOFING SYSTEMS TO BE IN THE BEST INTERESTS OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (“Town”) issued Request for Proposals No. 23-02 (the “RFP”), thereby seeking bids to provide wind retrofit roof replacement with funds from FEMA’s hazard mitigation grant program; and

WHEREAS, the RFP reserves the right for the Town to make an award “to a responsible proposer submitting a responsive proposal most advantageous and in the best interests of the Town;” and

WHEREAS, the Town received five (5) proposals in response to the RFP; and

WHEREAS, the Town’s evaluation committee convened to review and rank the proposals, and the committee considered each proposal to be a responsive bid; and

WHEREAS, an engineering consultant for the Town reviewed the proposals and identified a number of potential concerns related to the lowest priced proposal, including questions about whether certain components of the project were factored into their price; and

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WHEREAS, the engineering consultant also noted several questions pertaining to the second lowest price proposal; however, the commission deems these irregularities to be minor and immaterial to the firm's proposal; and

WHEREAS, Total Roofing Systems "The Metal Roof Experts" Inc., ("Total Roofing Systems") submitted the second lowest price proposal; and

WHEREAS, the Town's professional staff has recommended an award to Total Roofing Systems; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, finds it to be in the best interests of the Town to waive any irregularities in the Total Roofing Systems' proposal and to award the RFP to Total Roofing Systems, the second lowest priced proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby approves the Agreement for wind retrofit roof replacement pursuant to RFP 23-02 between the Town and Total Roofing Systems "The Metal Roof Experts" Inc., attached hereto as Exhibit "A," said Agreement having been submitted for consideration to the Town Commission in written form. The Town Manager may agree to additional non-substantial changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney.

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Section 3. The Town Commission further waives any irregularities in the Total Roofing Systems proposal and finds such an award to be in the Town's best interests. The proper Town Officials of the Town of Pembroke Park are hereby authorized and directed to execute the Agreement.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are 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 any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

MAYOR ASHIRA MOHAMMED

ATTEST:

CLERK-COMMISSIONER HODGKINS

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

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Response to Request for Proposal (RFP) 23-02 for Wind Retrofit Roof Replacement



Town of Pembroke Park
RFP 23-02 Wind Retrofit Roof Replacement

Company Name: Total Roofing Systems "*The Metal Roof Experts*" Inc.

Website: <https://themetaloofexperts.net/>

Address: 2885 SE Jefferson Street, Stuart, Florida 34997

Telephone Number(s): 1-833-ROOF-EXP/1-833-766-3397
1-772-872-8030 (Office Main)
1-772-872-8033 (Fax)

General Email Address: info@themetaloofexperts.net

Submission Date: March 15, 2023



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Town of Pembroke Park
Attention: Town Clerk
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

Total Roofing Systems "The Metal Roof Experts" (TMRE), submits herewith a proposal to provide the Town of Pembroke Park (Town) with Wind Retrofit Roof Replacement Services - Thermoplastic Polyolefin (TPO) as requested in the request for proposal (RFP) 23-02.

TMRE has read, understands, and will comply with all applicable provisions outlined in Attachment C – Statement of Assurances, Attachment G – Warranties and Representations, and Attachment J – Mandatory Contract Provisions of RFP 23-02.

As outlined in our proposal, TMRE exceeds all the insurance, licensure, and experience requirements delineated in the RFP and has successfully completed numerous jobs of similar or larger scope and scale.

Representatives from TMRE attended the mandatory pre-bid conference on February 17, 2023, as required and are confident, having toured the job site, that we can perform the required services within the desired timelines.

The proposed workplan calls for the completion of the project within 120 working days (weather permitting and other unforeseen delays) from award. Our workplan calls for workers to be onsite at minimum between the hours of 8am – 5pm Monday-Friday. Daylight hours on Saturday will be used for any "catch-up" required due to weather or other unforeseen delays. We have all of the required talent and equipment to complete this project and will subcontract specialized areas (such as crane operations) as required. Our complete preliminary workplan is contained within the proposal.

The pricing provided represents a significant value to the Town of Pembroke Park and is discounted from our standard retail level pricing.

The team here at Total Roofing Systems "The Metal Roof Experts" appreciates the opportunity to submit this proposal and looks forward to a favorable response from the Town of Pembroke Park.

Sincerely,



Luis Martinez
General Manager

Primary Contacts

Primary Contact/Engagement Manager

Tanya Hamilton

Tanya@themetaloofexperts.net

2885 SE Jefferson Street, Stuart, Florida 34997

954-376-1468 (Cell)

772-872-8030 (Office Main)

772-872-8033 (Fax)

Owner

Jesus Lara

jesus@themetaloofexperts.net

772-872-8030 (Office Main)

772-872-8033 (Fax)

General Manager

Luis Martinez

luis@themetaloofexperts.net

561-701-4305 (Cell)

772-872-8030 (Office Main)

772-872-8033 (Fax)

Crew Chief/Site Superintendent(s)

Andres Lara

772-341-1715 (Cell)

Christian Velasquez

772-634-7573 (Cell)

Production Manager

Neysa Nordstrom

Neysa@themetaloofexperts.net

772-872-8030 (Office Main)

772-872-8033 (Fax)

Accounting Department

Alexa Lara

Alexa@themetaloofexperts.net

772-872-8030 (Office Main)

772-872-8033 (Fax)

Statement of Qualifications

Total Roofing Systems *"THE METAL ROOF EXPERTS"* (TMRE) has built our reputation with a combination of compromise and experience that can only be earned from over 20 years of experience in the roofing industry. This experience is so vast that in 2018 we trademarked the name *"The Metal Roof Experts"*.

Service and dedication to the community and to our customers is a family tradition passed down from the elders of the family to the next generations. TMRE strives to continue these traditions with dedication and pride. Our main purpose has always been and always will be, to provide the highest level of craftsmanship, product knowledge, quality materials and an exceptional customer experience.

Total Roofing Systems *"THE METAL ROOF EXPERTS"* is a full-service cost-effective roofing solution for all your needs. We are a licensed and insured roofing team with a wide variety of roofing services including but not limited to:

- **Metal** (providing the highest wind pressure in the industry and custom accessories)
- **Tile** (Clay or Concrete tile, any profile)
- **Shingles** (Architectural, Dimensional and Designer Shingles)
- **Thermoplastic Polyolefin (TPO) & Ketone Ethylene Ester (KEE)**
- **Other Flat Roofs** (BUR, MBR, and EPDM)
- **Repairs**
- **Hurricane Retrofits**
- **Spray Polyurethane Foam**

Our portfolio of roofing projects is diversified and includes Commercial, Industrial and Residential Projects.



Project Approach

It is our intent to complete the project within forty-five (45) days from tear-off to final inspection.

Pre-Construction Phase

TMRE will work with our engineering firm to develop sealed engineering designs and construction plans. These plans will be presented to the Town for approval.

We anticipate submittal of the permit package to the building department within seven (7) days of the approval of the construction plans and submittal of the final materials order within fourteen (14) days of the approved permit package.

The equipment to be rented includes:

- Crane
- Dumpsters
- Trash Chute and related scaffolding
- Fall Protection Equipment
- Portable Lavatories (2)

Total Roofing System has the required talent and equipment to complete this project and will subcontract specialized areas (such as crane operations) as required.

We expect the crane to be onsite during the tear-off and material loading phase of the project.

The installation will comply with the manufacturer's approved installation methods and techniques and the relevant notice of acceptance for the TPO system.

TPO Roof Installation Process

Weather Conditions

Roofing projects such as this depend somewhat on the weather conditions in the area. While the temperature is normally not an issue in our area, high winds, rain, and generally adverse weather is usually a "no-go" for this type of project. We will have materials on hand to protect the roof in the event of an unexpected weather event.

Prepare the Deck

The substrate will have to be prepared before installation of the new TPO membrane can begin. We will begin by removing the existing roof down to the concrete deck, which should take between 5 and 7 days. We plan on using both crane and chute during the removal phase of the roof. Additionally, we will build up curbs as required to meet the building code during this phase.

Plan, Measure and Cut

Proper planning and preparation is vital to the success of this project. That includes staging all necessary roofing materials, including the rolls of TPO roofing, adhesives, drains, and insulation that will be layered beneath the outer membrane. We will be using a crane to load material as required for this project.

Install Insulation

Insulation is a key component of TPO roofing systems. It helps to both maintain the proper temperature inside the building and provides an extra layer of protection to keep the outside elements from penetrating the roof's surface. For this project we will be installing a pre-sloped system designed to meet the required R-Factors and pitch requirements of the project.

Roll the TPO Membrane and Heat-Weld

With everything else prepared, it's time to add the TPO roofing. The carefully sized and cut pieces of TPO will be first affixed to the roof using roofing adhesive. Once all the TPO is in place, TMRE will heat-weld each seam to form a completely watertight seal.

Finishing Touches

Once the main sections of the roof are in place, TMRE will complete the finishing touches such as the corners, vents and stacks, parapet walls, curbs, drains and scuppers. If requested, TMRE will provide and install new access hatches for the roof as well.

Test for Vulnerabilities

TMRE understands thorough testing is a vital part of the process. Both during and after the main installation process, TMRE will be testing the entire roof for potential vulnerabilities and shoring up any weak points. This ensures the roof will last as long as possible and prevents costly premature repairs.

Project Daily Schedule/Timelines

Total Roofing Systems “THE METAL ROOF EXPERTS” (TMRE) are confident that we can complete the project in a timely manner after receipt of the Notice to Proceed (NTP) and permits. We will dispatch a crew of 10 - 20 team members to work on this project.

It is expected that all of the major materials will be delivered to the job site within 30 days of the order. We do not anticipate any delays in receipt of the required materials from our distributors for this project.

During the construction phase of the project, we plan to work on the roof in such a manner that minimizes the amount of expose concrete deck. We will have sufficient tarping on hand to cover any exposed areas in the event of a sudden weather event.

We understand that the Town’s building inspector will be available to inspect the job site as needed with 1 -2 hours’ notice and that the inspector’s office is located within the project building.

At the end of each day the site will be cleaned and cleared of all waste and debris.

Upon final inspection, we will ensure that the entire job site is clean and walk the site with the Town’s personnel to ensure that all parties are satisfied with the condition of the site. We will schedule a project close-out meeting with the relevant parties toward the end of the project.

All excess material and equipment will be removed from the site within seven (7) days of the final inspection.

Daily Jobsite Schedule:

8:00am	Start Time
9:45am – 10:00am	Morning Break
12:00am – 1:00pm	Lunch Break
3:00pm – 3:15	Afternoon Break
4:30pm – 4:55pm	Clean Job Site
5:00pm	Depart Job Site

A complete project plan including Gantt chart will be submitted to the Town prior to commencement.

TMRE typically reserves weekends for any work required to meet scheduled deadlines. Given the nature of this project, we would ask for the ability to work during non-traditional hours to complete this project.

Pre-Bid Conference

Representatives from Total Roofing Systems “The Metal Roof Experts” Inc., (TMRE) attended the mandatory pre-bid conference on Friday, February 17, 2023, at 10:00 a.m., and toured the property to assess the current conditions.

TMRE found that the overall condition of the site is acceptable for the scope of the project as anticipated.

Acknowledgement of Service Locations

TMRE has visited the service locations. We acknowledge that all equipment and materials shall be transported to and installed at:

Pembroke Park Town Hall
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023



Materials Supplier



For this project TMRE will be using metal products supplied by Dynamic Metals.

Founded in 2015, Dynamic Metals is "A Manufacturer you can rely on". In 2016 Dynamic Metals began testing its own profiles and installation methods. They are constantly testing profiles in search of solutions that meet and exceed expectations and constantly expand the variety of products and profiles in their portfolio to be able to offer our customers a larger range of options and profiles section.

Dynamic Metals is in constant communication with contractors, engineers, and most importantly with building officials, collecting feedback. This ensures their products are always in compliance with the Florida Building Code and always surpassing performance characteristics for wind loads and uplifts.

Their individualized testing methods certify that wind pressure, thickness, tensile strength, material composition and water penetration far exceed Florida Standards.

Making a product designed to withstand Florida weather conditions.

The clear advantages of using Dynamic Metals on this project are the logistics capabilities and on-site fabrication ability as Dynamic Metals owns a fleet of roll forming machines to fabricate metal.



TPO System manufactured by GAF and installed in accordance with manufacturer's specifications and NOA No. 16-0615.05



Roofing Materials are generally supplied via a distribution network and not direct from the manufacturer. In the Florida market area, most products are distributed through ABC Supply Co Inc., or Beacon Building Products. TMRE maintains active trade accounts with these and other distributors and can acquire and install products from most major manufactures in a wide variety of colors.

ATTACHMENTS

ATTACHMENT A - SCOPE OF WORK

TRME has read, understands, and will comply with all provisions related to its role as Contractor outlined in Attachment A – Scope of Work for RFP 23-02.

ATTACHMENT B - PROGRAM STATUTES AND REGULATIONS

TRME has read, understands, and will comply with all applicable provisions outlined in Attachment B – Program Statutes and Regulations of RFP 23-02

ATTACHMENT C - STATEMENT OF ASSURNACES

TRME has read, understands, and will comply with all applicable provisions outlined in Attachment C – Statement of Assurances of RFP 23-02

ATTACHMENTS D - F – INTENTIONALLY OMITTED

Attachments D – F Intentionally Omitted in RFP 23-02

ATTACHMENT G - WARRANTIES AND REPRESENTATIONS

TRME has read, understands, and will comply with all applicable provisions outlined in Attachment G – Warranties and Representations of RFP 23-02

**ATTACHMENT H - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor, of the Proposer certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Proposer's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONTRACTOR

By: 
Signature

Luis Martinez, General Manager

Name and Title

2885 SE Jefferson Street

Street Address

Stuart, Florida 34997

City, State, Zip

March 15, 2023

Date

Town of Pembroke Park

Sub-Recipient's Name

H0481

OEM Contract Number

4337-338-R

FEMA Project Number

**ATTACHMENT I - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
INSTRUCTIONS AND WORKSHEET
INTENTIONALLY OMITTED**

ATTACHMENT J – MANDATORY CONTRACT PROVISIONS

TRME has read, understands, and will comply with all applicable provisions outlined in Attachment J - Mandatory Contract Provisions of RFP 23-02

ATTACHMENT K - ADDENDA ACKNOWLEDGEMENT

The Proposer has examined and carefully studied the Request for Proposals and the following Addenda. Receipt of all ADDENDA is hereby acknowledged:

Addendum Number:	Acknowledged By:
Addendum No. 1 Pre-Construction Meeting	Luis Martinez
Addendum No. 2 Questions & Answers	Luis Martinez
Addendum No. 3	
Addendum No. 4	
Addendum No. 5	
Addendum No. 6	
Addendum No. 7	


Authorized Representative Signature

March 15, 2023

Date

Luis Martinez, General Manager
Authorized Representative/Title (Type or Print)

Proposers must acknowledge all issued addenda. Proposals which fail to acknowledge the Proposer's receipt of any addendum shall result in the rejection of the offer, if the addendum contained information which substantively changes the Owner's requirements.

SECTION 6

TOWN FORMS

1. PROPOSAL FORM

SCHEDULE OF PROPOSAL PRICES

Proposer warrants, by virtue of bidding, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by TOWN, and that the Proposal prices will be in compliance with the Broward County Prevailing Wages.

(Please fill in all blanks and return with your Proposal.)

NOTE: Proposer shall perform the work with its own organization, amounting to not less than 35 percent of the contract price.

Proposer agrees to perform all the work described in the contract documents for the following unit prices or lump sums. PROPOSALS shall include shipping costs, sales tax, and all other applicable taxes. Proposer also understands that the extended total for each and every item is the result of multiplying the quantity times the unit cost. The unit cost shall prevail, if discrepancies between the unit and total costs are found.

Proposal Prices Shall Be Based Pursuant to Specifications and Attachment A. Contractor Shall Calculate and Provide Quantity Required for Each Line Item.

In accordance with the Town's Request for Proposals (RFP 23-02) and the specifications contained herein, the undersigned proposes the following Proposal prices:

A. WIND RETROFIT ROOF REPLACEMENT

Company Name				
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST (\$)
1.	Contractor shall replace the existing asphalt roof and replace it with a new TPO roof membrane system having uniform thickness and manufactured to have consistent physical properties throughout the sheet. The roof shall be built to last 25 years, at a minimum, as described in the Scope of Work under Attachment A.	1	LS	\$199,760.00

Authorized Signatory:

(Signature)

Executed by:

Luis Martinez

(Type or Print Name)

General Manager

Title:

Total Roofing Systems "The Metal Roof Experts" Inc.

For (Company):

2885 SE Jefferson Street, Stuart, Florida 34997

Address:

772-872-8030

luis@themetaloofexperts.net

Telephone Number:

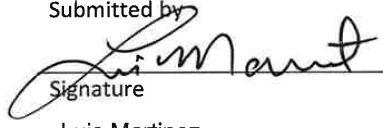
Email:

B. PROPOSAL SIGNATURE PAGE

HOW TO SUBMIT PROPOSALS: Proposals must be submitted by hard copy. It is the sole responsibility of the Proposer to ensure that the Proposal reaches the Town of Pembroke Park, Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 33023, on or prior to the Proposal due date and time listed. Proposals submitted by fax or email will not be accepted.

The undersigned hereby agrees to furnish services subject to all instructions, terms, conditions, specifications, and addenda contained in the Request for Proposals (RFP).

I have read the RFP, and all attachments including the specifications and fully understand what is required. By submitting this signed Proposal, I understand any resulting Town contract will be subject to RFP instructions, terms, conditions, specifications, and addenda.

Hard Copy (Hand Delivered)	March 15, 2023
Submitted by	Date
	March 15, 2023
Signature	Date
Luis Martinez	General Manager
Name Print	Title
Total Roofing Systems "The Metal Roof Experts" Inc.	
Company (Legal Registration)	

FOREIGN CORPORATIONS MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

2885 SE Jefferson Street		
Address		
Stuart	Florida	34997
City	State	Zip
772-872-8030	772-872-8033	info@themetaloofexperts.net
Telephone No.	FAX No	Email

Does your firm qualify for MBE or WBE status?	No	MBE	WBE
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EXHIBITS



Town of Pembroke Park
RFP 23-02 Wind Retrofit Roof Replacement

QUESTIONNAIRE

Total Roofing Systems "The Metal Roof Experts" Inc.

Submitted by (*Company Name*):

Corporation

Corporation

Partnership

Individual

Joint Venture

Other

Describe:

2885 SE Jefferson Street, Stuart, Florida 34997

Office Location:

Two Hundred+

Number of people in your organization:

Twenty years

20

Length of time the Contractor has been doing business under this name in Florida:

Years

Not Applicable

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

(*Attach a detailed explanation*)

NO

Town of Pembroke Park
RFP 23-02 Wind Retrofit Roof Replacement



PROPOSAL ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Request for Proposals, RFP 23-02, Wind Retrofit Roof Membrane Replacement for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached RFP.

The undersigned gives permission for Pembroke Park to contact business references provided in this Proposal, and any others for whom the undersigned has performed work.

The undersigned further states that this Proposal is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement, or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition.

Proposer Business Name: Total Roofing Systems "The Metal Roof Experts" Inc.

Authorized Representative Signature: 

Authorized Representative Name (Print): Luis Martinez

Authorized Representative Title (Print): General Manager

Address: 2885 SE Jefferson Street, Stuart, Florida 34997

Date: March 15, 2023

Phone: 772-872-8020

Fax: 772-872-8033

Email Address: info@themetaloofexperts.net

Key Staff Member(s) Will Assign to Project: Tanya Hamilton



VENDOR/PROPOSER DISCLOSURE

I, Luis Martinez, being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park

("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Total Roofing Systems "The Metal Roof Experts" Inc.

Address: 2885 SE Jefferson Street

Stuart, Florida 34997

FEIN: 83-3801321

State and date of incorporation Florida

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
Jesus Lara Ibarra	2885 SE Jefferson St., Stuart, FL 34997	100%

The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest Town of Pembroke Park in the contract or business transaction with TOWN are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership

Town of Pembroke Park
RFP 23-02 Wind Retrofit Roof Replacement

STATE OF FLORIDA)
COUNTY OF Martin)

By: 
Signature of Affiant

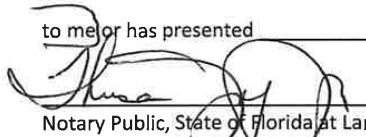
Date: 3/15/2023

Luis Martinez
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 15 day of

March 2023, by Luis Martinez he/she is personally known

to me or has presented _____ as identification.


Notary Public, State of Florida at Large

Theresa Jaffe
Print or Stamp of Notary:





SUBCONTRACTORS

The Proposer shall list all Subcontractors to be used on this project, if awarded the Contract for this project in the form below.

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.	Metal Supplier	Dynamic Metals	3201 SE Dominica Terrace Stuart, FL 34997
2.	Minor Ancillary Services	ABC Supply	3680 SE Dixie Highway Stuart, FL 34997
3.	Minor Ancillary Services	Beacon Product Supply	3258 SE Gran Park Rd Stuart, FL 34997
4.			
5.			

REFERENCES

All references must be from customers for whom your company has provided similar services as the specifications of this Proposal. *(Invalid contact information will result in default of references and may cause the Proposal to be disqualified.)*

Company Name:

1.	Company	Seaport Manatee
Street Address 1705 Piney Point Rd		
City, State & Zip Palmetto, FL 34221		
Contact Person Name Lauren Bevins		Title Vice President, Operations
Phone 772-302-3745		Email lauren@uscoatingspec.com
Describe Scope of Work and dates of project/service (start/end) Roof-Over using DM Class 2000 Panels Start: October 2022 / End: December 2022		
2.	Company	Interstate Battery
Street Address 3041 SE Dominica Terrace		
City, State & Zip Stuart, FL 34997		
Contact Person Name Justin Crutcher		Title Owner
Phone 772-283-6443		Email ib4741@att.net
Describe Scope of Work and dates of project/service (start/end) Roof-Over using DM Class 2000 Panels Start: January 2023 / End: February 2023		
3.	Company	Venture Construction Group of Florida
Street Address 2654 SE Willoughby Blvd S		
City, State & Zip Stuart, FL 34994		
Contact Person Name Joe Douba		Title Project Manager
Phone 561-398-7327		Email duoba_joseph@vcgfl.com
Describe Scope of Work and dates of project/service (start/end) Coquina Cove Apartments - 26 Buildings Metal Re-roof- 24ga 1" Standing Seam Roof Start: September 2020 / End: December 2020		



SCRUTINIZED COMPANIES

CERTIFICATION REGARDING SCRUTINIZED COMPANIES. The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of \$1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of \$1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Luis Martinez

Acknowledged By:

Total Roofing Systems "The Metal Roof Experts" Inc.

Firm Name:

Luis Martinez

Printed Name:


Signature:

General Manager

Title:

March 15, 2023

Date:



PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Luis Martinez

Acknowledged By:

Total Roofing Systems "The Metal Roof Experts" Inc.

Firm Name:

Luis Martinez

General Manager

Printed Name:

Title:


Signature:

March 15, 2023

Date:



CONFLICT OF INTEREST DISCLOSURE

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal, the name of any officer, director, or agent who is also an employee or relative of an employee of the Town of Pembroke Park ("TOWN").

Furthermore, all Proposers must disclose the name of any TOWN employee or relative(s) of a TOWN employee who owns, directly or indirectly, an interest in the Proposers firm or any of its branches.

The purpose of this disclosure form is to give TOWN the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any TOWN duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation, if necessary:

☒ To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.

☐ The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this RFP.

Luis Martinez

Acknowledged By:

Total Roofing Systems "The Metal Roof Experts" Inc.

Firm Name:

Luis Martinez

Printed Name:

General Manager

Title:



Signature:

March 15, 2023

Date:



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Pembroke Park ("TOWN") officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any TOWN officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with TOWN Policy and Standards:

1. TOWN employees may not contract with TOWN through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
2. Immediate family members (spouse, parents, and children) are also prohibited from contracting with TOWN subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of TOWN Finance Code.

NAME	RELATIONSHIPS
N/A	N/A

In the event the vendor does not indicate any names, TOWN shall interpret this to mean that the vendor has indicated that no such relationships exist.

Company/Firm: Total Roofing Systems "The Metal Roof Experts" Inc.

Authorized Signature: 

Print Name: Luis Martinez

Title: General Manager

Date: March 15, 2023



CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Proposal Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Proposer's Signature

March 15, 2023

Date

Response to Request for Proposal (RFP) 23-02 for Wind Retrofit Roof Replacement



Town of PembrokePark
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



**TOWN OF PEMBROKE PARK
REQUEST FOR PROPOSALS (RFP)
Wind Retrofit Roof Replacement
Funds From FEMA's Hazard Mitigation Grant Program
(HMGP), A Federally Funded Project**

PROPOSAL PACKAGE RFP NO. 23-02

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

Thursday, March 16, 2023 at 3:00 PM, EST

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL
BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR

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TOWN OF PEMBROKE PARK

REQUEST FOR PROPOSALS **WIND RETROFIT ROOF MEMBRANE REPLACEMENT** **RFP NO. 23-02**

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 a five (5) Town Commissioners, operating under a Commissioner/Manager form of government and has 32 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

Town of Pembroke Park, Florida ("TOWN") is soliciting sealed Proposals from qualified licensed contractors to furnish all materials, labor, supervision, shop drawings, transportation, inspections, permits, licenses, equipment, and all incidentals necessary as shown under Exhibit 1 for the FEMA project number 4337-338-R. The purpose and intent of this REQUEST FOR PROPOSALS is to establish a Contractor who shall perform the removal and replacement of the roof for the wind retrofit of the Town Hall building.

Contractor shall replace the existing asphalt roof and replace it with a new TPO roof membrane system having uniform thickness and manufactured to have consistent physical properties throughout the sheet. The roof shall be built to last 25 years, at a minimum.

This project intends to protect the integrity of the building envelope and to ensure the functionality of the building during a storm event. Wind protections shall be provided on any other opening such as vents, louvers, and exhaust fans. All installations will be in strict compliance with the Florida Building Code or Miami Dade Specifications, and all materials will be certified to meet wind and impact standards. The local municipal or county building department will inspect and certify installation according to the manufacturer specifications. The project shall provide protection against 186 MPH winds, or the wind speed protection and impact requirements indicated by the effective and current Florida Building Code. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations. Proposals shall perform the work in accordance with the Scope of Work, Attachment A of this RFP.

The project (Wind Retrofit Roof Membrane Replacement) is located at 3150 SW 52nd Avenue, Pembroke Park, FL 33023.

The TOWN will consider Proposals only from responsible and responsive Proposer(s) licensed and qualified by experience to provide and do the work specified.

These instructions herein are standard for all service contracts issued through the Town of Pembroke Park Finance and Budget Department. In this document, Invitation to Bid (ITB) and Request for Proposal (RFP), bids and proposals are interchangeable.

3. RFP TIMETABLE

The proposed time schedule as related to this procurement is as follows:

Release of RFP	Tuesday, January 31, 2023
Site visit meeting	Friday, February 17, 2023
Deadline for questions	Friday, March 03, 2023
Proposals due date	Thursday, March 16, 2023
Opening of Proposals	Thursday, March 16, 2023
Award Proposal selection recommendation	Monday, March 20, 2023
Pre-construction meeting	Thursday, March 23, 2023

**All dates are subject to change at the discretion of the Town.*

4. SITE VISIT

Site visit attendance shall be mandatory. All interested vendors shall meet at Town Hall at 10:00 AM on Friday, February 17, 2023 at 3150 SW 52nd Avenue, Pembroke Park, FL 33023.

5. PROPOSAL CONTENT

MINIMUM PROPOSAL CONTENT

Proposal Statement of Organization

- A. Provide Proposal information as follows: (Use TOWN Forms)
 - i. Legal contracting name including any fictitious name.
 - ii. State of organization or incorporation.
 - iii. Ownership structure of Proposer's company. (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
 - iv. Federal Identification Number.
 - v. Contact information for Proposer's Local office (if any).
 - vi. List of officers, owners and/or partners, or managers of the firm. Include names, business addresses, email addresses, and phone numbers.
 - vii. Any additional organizational information that Proposer wishes to supply to augment its organizational structure.
 - viii. Contact information for Proposer's primary representative during this RFP process. Include name, phone number, e-mail, mailing address, city, state, zip.
 - ix. Briefly summarize any potential conflicts of interest, pending or current litigation relating to the performance of requested financial advisory services in which Proposer is a party, if applicable.
- B. Proposer Personnel and References: (Use TOWN Forms for references)

- i. Identify the key staff members Contractor intends to assign to the project.
- ii. Submit at least three (3) client references for whom Contractor has provided services similar to those specified in this RFP in the past five (5) years. Each client reference should include the following:
 - Organization name
 - Contact name(s)
 - Contact email address
 - Street address
 - Telephone numbers
 - Dates of service (start/end)
 - Scope of work (brief description)

6. PROPOSAL SUBMISSION INSTRUCTIONS

- A. Proposer shall complete and submit the following documents by the deadline set forth herein:
 - Quotes Proposal
 - Proposer Statement of Organization as described in Section 5 above using TOWN forms herein the Proposal documents.
 - Proposer Signature Page
 - Questionnaire
 - Acknowledgement
 - Vendor/ Proposer Disclosure
 - References
 - Certification Regarding Scrutinized Companies
 - Public Entity Crimes
 - Conflict of Interest Disclosure
 - Non-Collusion Statement
 - Confirmation of Drug-Free Workplace
 - Acknowledgement of Addenda
- B. Submit one (1) original complete package, one (1) duplicate complete package, and one (1) electronic copy of the Proposal package on USB drive in a sealed envelope to the Town of Pembroke Park Town Clerk. All packages shall be clearly marked on the outside of the envelope: **TOWN OF PEMBROKE PARK RFP 23-02 WIND RETROFIT ROOF REPLACEMENT**
- C. The Proposer's name and address, date and hour set for the Proposal opening shall also be included on the outside of the envelope.
- D. Submit the sealed Proposal package to Town of Pembroke Park, Attn: Town Clerk, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023 on or before Thursday, March 16, 2023 at 3:00 P.M. Late Proposals shall not be accepted.
- E. Allow for normal mail delivery time to ensure timely receipt of Proposals, if using regular mail.

F. Proposals may not be submitted electronically, by e-mail, or fax.

G. Selected Proposer shall return the following items:

- Business License
- Insurance Certificate
- Completed Form W-9

7. RFP PACKAGE CONTENTS

A. This RFP package includes:

- Sections 1 through 6 hereof
- Town of Pembroke Park Required Submittal Forms:
 - Proposal Forms
 - Proposal Signature Page
 - Questionnaire
 - Proposal Acknowledgment
 - Vendor/Proposal Disclosure
 - References
 - Subcontractors
 - Certification Regarding Scrutinized Companies
 - Public Entity Crimes
 - Conflict of Interest Disclosure
 - Non-Collusion Statement
 - Confirmation of Drug-Free Workplace
 - Acknowledgement of Addenda

B. If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFP, the Proposer must immediately notify TOWN of such error and request modification or clarification. Modifications or clarifications will be posted as addenda to the Town and DemandStar's websites, at www.tppfl.gov and www.demandstar.com respectively.

C. Questions must be submitted in writing to the Public Services Department at Swoodbury@tppfl.gov no later than 5:00 PM on or before Monday, March 06, 2023. Answers to questions related to the project will be posted on the Town's website www.tppfl.gov, and DemandStar at www.demandstar.com as an Addendum on Monday, March 06, 2023, by 3:00 PM. Respondents are responsible for checking the websites to ensure they have all addenda prior to submitting their Proposal, as failing to acknowledge any addenda may result in disqualification.

SECTION 2

1. EVALUATION CRITERIA

Town shall tabulate and evaluate only Proposals received from responsive and responsible Proposers, and award to the responsive and responsible Proposal with the best technical proposal and best price for the proposal.

Once opened, the Proposals will be tabulated and evaluated by the Town before recommendation and/or notice of intent to award. The Town, in its sole discretion, reserves the right to accept or reject any or all Proposals for any reason whatsoever. The Town further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the Town to award the Proposal to the lowest Proposer, or any Proposer. The Town reserves the right to make the award to a responsible Proposer submitting a responsive Proposal most advantageous and in the best interest of the Town.

The Town will evaluate the technical proposal for understanding of current conditions of the roof and proposed solution to offer the best wind retrofit design and long-term value for the Town.

Price will be a factor, but Town will not necessarily choose the lowest price. Selection will be based on best overall value for the Town. At the Town's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

2. TABULATION OF PROPOSALS AND SELECTION PROCESS

To receive consideration, Proposers must have attended the Pre-Proposal site visit and Proposals must be delivered prior to, or on the Proposal opening date and time. Unless otherwise specified, Proposers shall use the Proposal forms provided with the Proposal Documents by TOWN. These forms may be duplicated, but failure to use the forms will cause the Proposal to be rejected. All corrections on the Proposal shall be made in ink and initialed by Proposers in ink. All information submitted by the Proposer shall be printed, typewritten, or filled in with pen and ink. Proposals shall be signed in ink. Separate Proposals must be submitted for each RFP issued by TOWN in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Proposals sent via FAX will be rejected. Proposals will be publicly opened by the Town Clerk, in the presence of Proposals, the public, and TOWN's staff. Proposers and the public are invited and encouraged to attend Proposal openings. Proposals will be evaluated and made available for review by Proposers and the public in accordance with applicable regulations.

3. CONTRACT CONDITIONS

APPROVED EQUAL: All manufacturer's names, trade names, brand names, or catalog numbers used in the technical specifications with acceptance of APPROVED EQUAL are for the purpose of describing and establishing TOWN's minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS". In such cases, TOWN will be receptive to any item considered by qualified Town personnel as an APPROVED EQUAL. The specified make and model shall represent the level of quality and features desired by TOWN, and the Proposal shall state clearly in the Proposal any variance from those specifications. It is the Proposer's responsibility to provide adequate information, in the Proposal, to enable TOWN to ensure that the Proposal meets the required criteria. TOWN may reject the item, if adequate information is not submitted with the Proposal. TOWN will be the sole judge in determining if the item bid qualifies as an APPROVED EQUAL.

LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all Proposals received in response hereto, and shall govern any and all claims and disputes which may arise between person(s) submitting a Proposal response hereto and TOWN by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

PROPOSER PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY TOWN TO FOLLOW TOWN'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE USER'S DEPARTMENT OR THE FINANCE & BUDGET DIRECTOR, BY DELIVERING A LETTER OF PROTEST TO TOWN WITHIN TEN (10) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON TOWN'S WEBSITE AT THE FOLLOWING LINK:
[https://www.tppfl.gov/How do I/bid-openings/](https://www.tppfl.gov/How%20do%20I%20bid%20openings/).

THE COMPLETE PROCUREMENT ORDINANCE MAY BE FOUND ON TOWN'S WEB SITE AT THE FOLLOWING LINK: <https://www.tppfl.gov>.

MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. Proposers must notify the Finance and Budget Department immediately, if they are unable to meet or exceed these items' specifications and believe that the technical specifications are overly restrictive. Such notifications must be received by the Finance and Budget Department prior to the questions' submittal deadline date, or five (5) days before Proposal due and open date. TOWN shall consider the technical specifications to be acceptable to all Proposers, if no questions or comments are received before the Proposal's submittal date.

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

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in TOWN's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to TOWN which the Proposal claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. TOWN shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. TOWN's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless TOWN and TOWN's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of TOWN's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP/ITB AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP/ITB OR ANY PART THEREOF AS COPYRIGHTED.

QUALIFICATIONS/INSPECTION : Proposals will only be considered from firms licensed by the State of Florida or Broward County, manufacture-certified firms with representatives having five (5) years of experience in providing the types of services specified herein. TOWN reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Proposer's ability to perform the work. The Finance Director reserves the right to reject Proposals where evidence or evaluation is determined to indicate the Contractor's inability to perform the work.

QUANTITIES: All quantities listed in this RFP as estimated or projected are provided for tabulation and informational purposes only. No guarantee of quantities is given or implied. TOWN specifically reserves the right to accept all or any part of the Proposal, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of TOWN, without such change affecting the contract unit price set forth in the Proposal form by the Proposal.

SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine their suitability. Unless otherwise specified, samples shall be requested after the date of Proposal opening and shall be received by TOWN within seven (7) working days of request and must be furnished free of charge to TOWN. Upon request of the Proposal, TOWN shall return all samples if not used in testing or

destroyed within thirty (30) days of Proposal award at Proposal's expense. In addition, TOWN may request full demonstrations of items prior to award. The Proposal shall respond promptly and arrange a demonstration at a convenient location when they are requested. Failure to provide samples or demonstrations as specified by TOWN may result in rejection of a Proposal.

TAXES: The Town of Pembroke Park is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property.

SECTION 3

1. CONDITIONS TO AGREEMENT

ACCEPTANCE, CONDITION, AND PACKAGING : All material delivered on site shall remain the property of the Seller until after TOWN's physical inspection and satisfactory acceptance of the material. The material must comply fully with the terms of the RFP, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. TOWN will not accept substitutes of any kind. All items or material not meeting specifications will be returned to the Proposal at the Proposal's expense. Payment will be made only after TOWN's receipt and acceptance of materials or services.

ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Proposers, by virtue of bidding, certify that if awarded any portion of the RFP the Proposer will supply only material or equipment that is 100% asbestos free.

ASSIGNMENT: Contractor shall not transfer or assign the performance required by this RFP without the prior written consent of TOWN. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable except with the prior written approval of TOWN Commission, or TOWN Manager, or Town Manager's designee, depending on original award approval.

CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of TOWN for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to Proposal specifications. Items delivered which do not conform to Proposal specifications may be rejected and returned at Contractor's expense. Any violation resulting in Contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
Proposer's name being removed from TOWN's Proposer mailing list for a specified period of time, during which Proposers will not be recommended for contract award.

- All Town Departments being advised to refrain from doing business with the Proposer.
- All other remedies in law or equity.

ELIGIBILITY: The Contractor must be registered with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with TOWN.

INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under any Contractor pursuant to this RFP. Personnel services for the Contractor shall be performed and supervised by the Contractor, and not by officers, employees, or agents of TOWN. Contractor's personnel policies, tax

responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this RFP, and other similar administrative procedures applicable to services rendered under any Contract shall be those of the Contractor.

LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that apply to the Proposal Documents and Contract Documents.

LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

OTHER GOVERNMENTAL ENTITIES: An awarded Proposer may be requested to provide goods and services to other governmental agencies if Proposers have sufficient capacity or good quantities available. The awarded good or services shall be provided in accordance with the terms and conditions of the RFP and contract. Prices shall be F.O.B. delivered to the requesting agency.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless TOWN and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or used in the performance of a Contract, including its use by TOWN. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

PERMITS, TAXES, LICENSES: The successful Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules, and regulations applicable to business to be carried out under any Contract. Contractor will be reimbursed for all TOWN building permits.

RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to a Contract. The Contractor agrees to make available to TOWN's Internal Auditor, during normal business hours all books of account, reports and records relating to a Contract. These accounting records shall be retained for the duration of a Contract and for three years after the final payment under a Contract, or until all pending audits, investigations or litigation matters relating to a Contract are closed, whichever is later.

SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

TERMINATION FOR CAUSE: If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Proposal Documents or Contract Documents, or if the Contractor violates any of the provisions of this the Proposal Documents or Contract Documents, TOWN may upon written notice to the Contractor terminate the right of the Contractor to proceed under the Proposal Documents or Contract Documents, or with such part or parts of the Proposal Documents or Contract Documents as to which there has been default, and may hold the Contractor liable for any damages caused to TOWN by reason of such default and termination. In the event of such termination, any completed services

performed by the Contractor under the Proposal Documents or Contract Documents shall, at the option of TOWN, become TOWN's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of TOWN. The Contractor, however, shall not be relieved of liability to TOWN for damages sustained by TOWN by reason of any breach of the Proposal Documents or Contract Documents by the Contractor, and TOWN may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to TOWN from the Contractor can be determined.

TERMINATION FOR CONVENIENCE: TOWN reserves the right, in its best interest as determined by TOWN, to cancel a Contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of discussions with Town employees. Only those communications which are in writing from an authorized TOWN representative shall be considered.

2. PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Services, equipment, and workmanship not conforming to the intent of the Contract Agreement or meeting the approval of TOWN may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to TOWN.

Proposals must clearly state any warranties and guarantees against Subcontractor's workmanship and material. In the event of default by the Proposer, TOWN reserves the right to procure the necessary services from other sources and hold the Proposer responsible for any excess costs incurred as a result of such action.

Any variations from the RFP/ITB specifications, no matter how slight, including substitutions of products or methods must be noted and explained fully in a submittal with Proposal entitled "Proposed Specifications". If no exceptions are noted, it shall be understood that the specifications will be adhered to exactly as listed in the specifications section of this document.

Where an "or EQUAL" is specified, TOWN shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by TOWN in writing. If specifications are in contradiction, or if they contain any errors or omissions, Proposers shall notify the Public Services Department at Swoodbury@tppl.gov at least ten (10) working days before the Proposal opening, or at the pre-Proposal conference, to allow sufficient time to resolve all discrepancies.

3. EMPLOYEES

Contractor shall provide qualified staff to perform all installation activities. Contractor shall have an "on-site" supervisor who speaks and reads English and is fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements, and OSHA safety standards and regulations.

4. NON-DISCRIMINATION

Proposer agrees and warrants that in the performance of the contract pursuant to this solicitation, Proposer will not discriminate or permit discrimination against any person or group of persons on the

grounds of sex, race, color, religion, age, marital status, ancestry, national origin, history of mental disorder, or physical disability or other basis in any manner prohibited by federal, state, or local laws.

5. VARIATIONS TO SPECIFICATIONS

For each work authorization, Proposer must indicate any variance to the specifications, terms, and/or conditions, provided by TOWN, no matter how slight. If variations are not stated in the cost estimate to TOWN; it will be assumed that the product or service fully complies with the specifications, terms and/or conditions given for each specific work request.

6. REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to TOWN's Public Services Department by the deadline stated herein via e-mail at Swoodbury@tppl.gov. Oral instructions are not binding. All questions and interpretations will be clarified in writing to all Proposers by written addenda. Failure of a Proposer to receive and/or acknowledge any addendum shall not release the Proposer from any obligations under this Proposal.

7. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any Proposal, to reject any or all Proposals in whole or in part, with or without cause, and/or to accept the Proposal that in its judgment will be in the best interest of the Town.

8. PERFORMANCE BOND

A full performance bond is required. Contractor shall within fifteen (15) working days after notification of award, furnish to TOWN a Performance Bond, payable to the Town of Pembroke Park, Florida, in the Proposal's face amount as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to TOWN thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement are given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be liquidated damages nor is it intended to limit the liability of the Contractor to TOWN in the event of a material breach of this Contract Agreement by the Contractor.

9. INSURANCE

The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by TOWN.

The Contractor must purchase and maintain, at its own cost, primary insurance(s) with the minimum coverage limits described below. Insurance(s) must be with insurers and formats acceptable to Town, covering all premises and operations, and in force from the beginning of the project through the warranty period. The selected Contractor will be responsible for any deductible losses required in its insurance(s).

Commercial General Liability

- Combined single limits of one million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

Coverage must include bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must also contain a provision for severability of interests. TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Professional Liability

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

Employer's Liability Insurance

- Six hundred thousand dollars (\$600,000) each accident
- Six hundred thousand dollars (\$600,000) disease - policy limit
- Six hundred thousand dollars (\$600,000) disease

TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Comprehensive Automobile Liability - bodily injury and property damage

- Combined single limits of six hundred thousand dollars (\$600,000) each occurrence
- Six hundred thousand dollars (\$600,000) aggregate

Automobile coverage shall be for each owned, non-owned or hired Contractor vehicle (including employee-owned vehicles) used for the project and shall also contain a provision for severability of interests. TOWN, its officials, and employees must be named on the certificate as additional insured.

Certificates of insurance must be received and approved by TOWN prior to the beginning of services. Certificate(s) must identify the project and indicate that cancellation, termination, or material change to the policy will not occur without 30 days prior written notice to TOWN. If asked, the Contractor must provide a certified copy of any policy and/or endorsement. Should the Contractor fail to purchase or maintain insurance(s) as required, TOWN may either terminate the contract or purchase the required insurance and recover the cost from the Contractor.

10. INDEMNIFICATION

To the fullest extent permitted by law, the Proposer shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to attorney's fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any intentional or negligent act or omission by the Proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Proposer to perform or furnish the services, or anyone for whose acts the Proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of Proposer, by any person or organization directly or indirectly employed by Proposer to perform or furnish any of the work, or by anyone for whose acts Proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. WARRANTY REQUIREMENTS

Work performed under this award shall meet all applicable standards and codes. Awardee shall guarantee all work against any defects in workmanship and shall satisfactorily correct at no cost to the Town, any such defect that may become apparent within a period of twenty-five (25) years after completion of work. The warranty period shall commence upon the date of Town's written final acceptance of the work. Warranty will cover parts, labor, and any necessary shipping.

SECTION 4

1. GENERAL TERMS AND DEFINITIONS

i. Definitions

Addendum/Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The proposer to whom award has been made.

Invitation to Proposal (ITB): Shall mean this solicitation documentation, including any and all addenda. An ITB involves tabulation of Proposals, and award shall to the lowest bidder.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Removal: To be removed, hauled away from site, and safely disposed at Contractor's expense.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Town: Shall refer to the Town of Pembroke Park

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this RFP that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

ii. Equal Opportunity Agreement

In connection with work performed under a Town contract, a Proposer agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a Proposal in response to this solicitation, a Proposer agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status, or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Proposer is an "Equal Opportunity Employer".

iii. Scrutinized Companies

Certification Regarding Scrutinized Companies. The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs.

The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of \$1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of \$1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

iv. Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes, 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 Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

v. Issuance of Addenda

If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Proposers shall acknowledge receipt of each addendum to this solicitation by signing and returning the addendum. The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of Proposals.

vi. Payment

Prompt Pay Policy: It is the policy of TOWN to fully implement the provisions of the State of Florida Prompt Payment Act.

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification by the Public Services Department. Request for payment invoices shall be submitted to TOWN using company Contractor's letterhead and logo, addressed to: Town of Pembroke Park, 3150 SW 52nd Avenue, ATTN: Director of Finance, Pembroke Park, FL 33023. The invoice shall include the following: Company name, invoice number, date of invoice, project name, project number, purchase order number, Town's address, and work item for which payment is being requested.

Withholding Payment: In the event a contract is canceled under any provision herein, TOWN may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

vii. Access To Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call the Town Clerk at (954) 966-4600 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in TOWN's office as far in advance of the meeting as possible.

viii. Confidentiality

By submitting a Proposal in response to this solicitation, a Proposer acknowledges that TOWN is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to TOWN may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Proposer provide TOWN with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Proposer shall submit to Town both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated and provided the affected Proposer has otherwise fully complied with this provision, TOWN, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, TOWN shall notify the Proposer of that request, and the Proposer shall reply to such notification, in a writing that must be received by TOWN no later than 4:00 p.m., ET, of the second Town business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify TOWN for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by TOWN, or assessed or awarded against TOWN, in regard to TOWN's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to the RFP and shall constitute TOWN's sole obligation about maintaining confidentiality of any document, material, or information submitted to TOWN.

2. CONTRACT AWARD

Any contract, as a result of this RFP, will be submitted to the Town Commission for its approval. The Contract award, if any, shall be made to the best technical responsive and responsible Proposer whose

Proposal shall be deemed by TOWN to be in the best interest of TOWN. TOWN's decision to make the award and which Proposal is in the best interest of TOWN shall be final.

3. INSPECTIONS

The Contractor and the TOWN's representative shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

4. PERMIT FEES

TOWN will reimburse the selected Contractor municipal permit fees. However, administrative re-inspection fees may be assessed to the selected Contractor, in instances, where the required re-inspection is the direct result of Contractor's omission or error.

5. CONTRACTOR'S EQUIPMENT

All Contractors' equipment shall be maintained in a safe operating condition while performing work under this contract. The Contractor shall always have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, TOWN shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of TOWN. The Contractor shall be responsible for injury to persons caused by the operation of its equipment.

6. STORAGE OF MATERIALS

Contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas, unless it is pre-approved by TOWN.

7. DISPOSAL OF WASTE

The Contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the Proposer's responsibility to become familiar with the existing conditions of Preserve to determine the type of equipment necessary to successfully provide the specified services.

8. PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state and shall be corrected to the satisfaction of the Public Services Director Todd Larson.

9. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to TOWN prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to existing facilities and all its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced. If the work site has any pre-existing damage, the Contractor shall notify the Public Services Department in writing via electronic mail at Swoodbury@tppl.gov. Failure to do so shall obligate the Contractor to make repairs per the above section.

10. LIQUIDATED DAMAGES

If TOWN finds any deficiencies in work performed under Scope of Work, the deficiencies will be addressed in a letter addressed to the Contractor within five (5) calendar days from inspection. The Contractor will have (10) calendar days to correct such deficiencies. No work will be paid for until all work has been inspected and approved by TOWN. Time is of the essence and \$500.00 a day liquidated damages may be assessed for every calendar day the project is late.

SECTION 5

FEMA's HAZARD MITIGATION GRANT PROGRAM (HMGP) TERMS AND CONDITIONS

ATTACHMENT A - SCOPE OF WORK

1. STATEMENT OF PURPOSE

The purpose of this Work is to provide wind protection to the Town Hall building in Pembroke Park, Broward County, Florida. This project is funded through the Hazard Mitigation Grant Program (HMGP) DR-4337-338-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for retrofitting the Town Hall building's structure to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

Town of Pembroke Park, Florida ("TOWN") is soliciting sealed Proposals from qualified Florida licensed roofing contractors approved for the type of work involved to furnish signed and sealed engineering plans; shop drawings; all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and all incidentals necessary to wind retrofit the Town Hall building roof by replacing it with a hurricane rated roof membrane.

The Proposer agrees to administer and complete the project per scope of work as submitted in this RFP and subsequently approved by the Division and FEMA. The Proposer shall comply with all Federal, State and Local Laws, Regulations, and Codes.

2. PROJECT OVERVIEW

As a Hazard Mitigation Grant Program (HMGP) project, the Contractor shall provide wind protection to the Town Hall building, located at 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023. Coordinates (25.982920, -80.195260).

The HMGP project shall provide protection to the facility and shall be accomplished by replacing the roof with hurricane rated roof with a Florida Building Code-approved system. This project intends to protect the integrity of the building envelope and to ensure the functionality of the building during a storm event.

The project shall provide protection against 186 MPH winds, or the wind speed protection and impact requirements indicated by the effective and current Florida Building Code.

Wind protections shall be provided on any other opening such as vents, louvers, and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer's specification.

The existing asphalt roofing membrane and related flashings shall be removed, and new TPO roof assembly installed in strict accordance with Florida Building Code – 7th Edition (2020) Florida Building

Code, ASCE7-16 guidelines, and manufacturers specifications. All Proposals shall include Florida Product Approval assembly numbers included with Proposal for proposed roofing system. The roofing Proposal shall be a lump sum to include all necessary additional wood blocking if required. New insulation system (minimum of one-quarter (1/4)-inch/foot tapered to be determined by proposer) shall be installed to provide positive drainage of roofing system. All roof drains shall be water tested to ensure proper drainage and no obstruction with new roof drain inserts installed as recommended by proposed roofing manufacturer. Roof penetration flashing details will be in strict accordance with the proposed roofing manufacturer to achieve at least a 25-year material and labor warranty. All raising of existing roof curbs and roof penetrations to meet code, flashing height restrictions shall be included in roofing Proposal. Additional pads should be installed to account for foot traffic for equipment and other roof services.

3. TASKS & DELIVERABLES

A) Tasks

- 1) Town will enter into a contract with a qualified and licensed Florida contractor and execute a contract with the selected Proposer to complete the scope of work as approved by the Town and FEMA. The Town shall select the qualified, licensed Florida contractor in accordance with the Town's procurement policy as well as all Federal and State Laws and Regulations. All Procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Contractor shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Town and subsequently approved by the Town and FEMA.

The Contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Contractor shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Contractor shall execute a "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

The Contractor shall provide copies of professional licenses for contractors selected to perform services. The Contractor shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Town shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Town by the Contractor and subsequently approved by the Town and FEMA. The town shall ensure that the Contractor will comply with all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the building from windblown debris resulting from high windstorms which shall allow the function of the structure(s) to continue following a severe wind event. The structure shall be upgraded to meet Florida Building Code and/or Miami Dade Requirements, including all exterior openings.

The Contractor shall fully perform the approved project, as described in the RFP and, in accordance with the approved scope of work indicated herein, and all applicable terms and conditions. The Contractor shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Contractor shall schedule and participate in a final inspection of the completed project by the Town Building Official, or other approving official, as applicable. The Official shall inspect and certify that all installation is in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Contractor prior to Contractor's submittal of the final inspection request to the Town.

Upon completion of Task 2, the Contractor shall submit the following documents with sufficient supporting documentation and provide a summary of all and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) Signed and sealed copy of the As-built plans.
 - d) A copy of designs, specifications and/or drawings elaborated to complete the scope.
 - e) Certified Letter of Completion:
 - 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 - 2. Certifying Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted roof coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Contractor shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Town before payment shall be made.
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) The Contractor shall ensure invoices are accurate. All supporting documentation shall agree with the requested billing.

B) Deliverables

Mitigation Activities consist of providing protection to the Town Hall building in Pembroke Park by replacing the roof with hurricane rated roof membrane with a Florida Building Code-approved system.

The project shall provide protection against 186 MPH winds, or the wind speed protection and impact requirements indicated by the effective and current Florida Building Code.

Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted roof membrane must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Contractor shall provide an inspection

report and attestation or a copy of the signed and sealed plans to the Town before payment shall be made.

4. PROJECT CONDITIONS AND REQUIREMENTS

C) Engineering

- 1) The Contractor shall submit to the Town an official letter stating that the project is 100% complete and ready for the Town's Final Inspection of the project.
- 2) The Contractor shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Contractor shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Contractor shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Contractor shall submit a certified letter of completion from Engineer of Record. The Contractor's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Contractor shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Town for closeout.
- 9) The Contractor shall follow all applicable State, Local and Federal Laws, Regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.
- 10) Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.
- 11) The building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Town for closeout.

D) Environmental

- 1) The Contractor shall follow all applicable state, local and federal laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may

jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

E) Programmatic

OMITTED

F) Financial Consequences

If the Contractor fails to comply with any term of the award, Town shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Contractor;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current contract for the work;
- 4) Withhold further contract for the program; or
- 5) Take other remedies that may be legally available.

5. PERFORMANCE WARRANTY

The roof and all component equipment shall have twenty-five (25) year warranty free from defective materials and workmanship beginning after first day of operation date. Contractor shall furnish replacement parts for any component to be defective, whether of Contractor's or other manufacturer during the warranty period.

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ATTACHMENT B - PROGRAM STATUTES AND REGULATIONS

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this RFP.

In addition to the above statutes and regulations, the Contractor must comply with the following:

The Contractor shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Scope of Work) attached to this RFP, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this RFP. The Contractor shall not deviate from the approved project and the terms and conditions of this RFP. The Contractor shall comply with any and all applicable codes and standards in performing work funded under this RFP and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Contractor and any land use permitted by or engaged in by the Contractor, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Contractor shall be responsible for ensuring that any development permit issued, and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Contractor agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications, and standards.

The Contractor will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Contractor shall ensure that, as a condition of funding under this RFP, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:

- a. a public facility that is open on all sides and functionally related to a designed open space;
- b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title, and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that, additions, or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Contractor must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (2) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (3) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (4) The Contractor must notify the Town as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Contractor assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990

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- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35, and Part 39
- (23) 42 U.S.C. 5154a

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ATTACHMENT C - STATEMENT OF ASSURANCES

To the extent the following provisions apply to this RFP, the Contractor certifies that:

- (a) It possesses legal authority to enter into this RFP and to carry out the proposed work;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Town of Pembroke Park, including all understandings and assurances contained in it, and directing and authorizing the Contractor's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this RFP or any benefit. No member, officer, or employee of the Contractor or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this RFP. The Contractor shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Town contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Town for eligible contract work completed prior to the date the notice of suspension of funding was received by the Contractor. Any cost incurred after a notice of suspension or termination is received by the Town may not be funded with funds provided under this RFP unless previously approved in writing by the Town. All Town contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to

the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm.

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
 - (3) Abiding by the terms and conditions of the "**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
 - (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
 - (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the

treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that anticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
 - (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead-based paint in construction of rehabilitation or residential structures;
 - (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
 - (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
 - (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
 - (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
 - (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

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- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, leveled, and free of debris.

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- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with 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 (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

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ATTACHMENT D – INTENTIONALLY OMITTED

ATTACHMENT E - INTENTIONALLY OMITTED

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**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR
ELIGIBLE DISASTER WORK UNDER THE
HAZARD MTIGATION ASSISTANCE PROGRAM
INTENTIONALLY OMITTED**

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ATTACHMENT F

**DIVISION OF EMERGENCY MANAGEMENT HAZARD MTIGATION GRANT PROGRAM
QUARTERLY REPORT FORM
INTENTIONALLY OMITTED**

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ATTACHMENT G - WARRANTIES AND REPRESENTATIONS

Financial Management

The Proposer's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D-Post Federal Award Requirements-Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Proposer shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: 8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.

Licensing and Permitting

All subcontractors or employees hired by the Proposer shall have all current licenses and permits required for all of the particular work for which they are hired by the Proposer.

**ATTACHMENT H - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor, of the Proposer certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Proposer's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Town of Pembroke Park
Sub-Recipient's Name

H0481
OEM Contract Number

4337-338-R
FEMA Project Number

**ATTACHMENT H - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, of the Proposer certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Proposer's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Town of Pembroke Park
Sub-Recipient's Name

H0481
OEM Contract Number

4337-338-R
FEMA Project Number

**ATTACHMENT I - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
INSTRUCTIONS AND WORKSHEET
INTENTIONALLY OMITTED**

ATTACHMENT J - MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded under this RFP must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Proposer to include the required provisions. TOWN provides the following list of sample provisions that may be required:

OMB Guidance

- (1) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)
 - a. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)
- (2) Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708)
- (3) Rights to Inventions Made Under a Contract or Agreement
- (4) Clean Air Act (42 U.S.C. 7401-7671q.)
- (5) Mandatory standards and policies related to energy efficiency
- (6) Debarment and Suspension (Executive Orders 12549 and 12689)
- (7) Byrd anti-Lobbying Amendment (31 U.S.C. 1352)

ATTACHMENT K - ADDENDA ACKNOWLEDGEMENT

The Proposer has examined and carefully studied the Request for Proposals and the following Addenda. Receipt of all ADDENDA is hereby acknowledged:

Addendum Number:	Acknowledged By:
Addendum No. 1	
Addendum No. 2	
Addendum No. 3	
Addendum No. 4	
Addendum No. 5	
Addendum No. 6	
Addendum No. 7	

Authorized Representative Signature	Date
-------------------------------------	------

Authorized Representative/Title (Type or Print)

Proposers must acknowledge all issued addenda. Proposals which fail to acknowledge the Proposer's receipt of any addendum shall result in the rejection of the offer, if the addendum contained information which substantively changes the Owner's requirements.

SECTION 6

TOWN FORMS

1. PROPOSAL FORM

SCHEDULE OF PROPOSAL PRICES

Proposer warrants, by virtue of bidding, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by TOWN, and that the Proposal prices will be in compliance with the Broward County Prevailing Wages.

(Please fill in all blanks and return with your Proposal.)

NOTE: Proposer shall perform the work with its own organization, amounting to not less than 35 percent of the contract price.

Proposer agrees to perform all the work described in the contract documents for the following unit prices or lump sums. PROPOSALS shall include shipping costs, sales tax, and all other applicable taxes. Proposer also understands that the extended total for each and every item is the result of multiplying the quantity times the unit cost. The unit cost shall prevail, if discrepancies between the unit and total costs are found.

Proposal Prices Shall Be Based Pursuant to Specifications and Attachment A. Contractor Shall Calculate and Provide Quantity Required for Each Line Item.

In accordance with the Town's Request for Proposals (RFP 23-02) and the specifications contained herein, the undersigned proposes the following Proposal prices:

A. WIND RETROFIT ROOF REPLACEMENT

Company Name				
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST (\$)
1.	Contractor shall replace the existing asphalt roof and replace it with a new TPO roof membrane system having uniform thickness and manufactured to have consistent physical properties throughout the sheet. The roof shall be built to last 25 years, at a minimum.as described in the Scope of Work under Attachment A.	1	LS	

Authorized Signatory:

(Signature)

Executed by:

(Type or Print Name)

Title:

For (Company):

Address:

Telephone Number:

Email:

B. PROPOSAL SIGNATURE PAGE

HOW TO SUBMIT PROPOSALS: Proposals must be submitted by hard copy. It is the sole responsibility of the Proposer to ensure that the Proposal reaches the Town of Pembroke Park, Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 33023, on or prior to the Proposal due date and time listed. Proposals submitted by fax or email will not be accepted.

The undersigned hereby agrees to furnish services subject to all instructions, terms, conditions, specifications, and addenda contained in the Request for Proposals (RFP).

I have read the RFP, and all attachments including the specifications and fully understand what is required. By submitting this signed Proposal, I understand any resulting Town contract will be subject to RFP instructions, terms, conditions, specifications, and addenda.

_____ Submitted by		_____ Date
_____ Signature		_____ Date
_____ Name Print		_____ Title
_____ Company (Legal Registration)		

FOREIGN CORPORATIONS MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

_____ Address		
_____ City	_____ State	_____ Zip
_____ Telephone No.	_____ FAX No	_____ Email

_____ Does your firm qualify for MBE or WBE status?	_____ MBE	_____ WBE
--	--------------	--------------



2. TOWN OF PEMBROKE PARK SUBMITTAL REQUIRED FORMS

Proposers must complete and submit all TOWN requested documentation to be considered a responsive and responsible Proposer.

1. Sections 5 and 6 Documentations
2. Questionnaire
3. Proposal Acknowledgment
4. Vendor/Proposer Disclosure
5. Subcontractors
6. References
7. Scrutinized Companies
8. Public Entity Crimes
9. Conflict of Interest Disclosure
10. Non-Collusion Statement
11. Confirmation of Drug-Free Workplace

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Town of Pembroke Park
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QUESTIONNAIRE

Submitted by (*Company Name*):

Corporation

Partnership

Individual

Joint Venture

Other

Describe:

Office Location:

Number of people in your organization:

Length of time the Contractor has been doing business under this name in Florida:

Years

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

(*Attach a detailed explanation*)

NO

Town of Pembroke Park
RFP 23-02 Wind Retrofit Roof Replacement



PROPOSAL ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Request for Proposals, RFP 23-02, Wind Retrofit Roof Membrane Replacement for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached RFP.

The undersigned gives permission for Pembroke Park to contact business references provided in this Proposal, and any others for whom the undersigned has performed work.

The undersigned further states that this Proposal is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement, or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition.

Proposer Business Name: _____

Authorized Representative Signature: _____

Authorized Representative Name (Print): _____

Authorized Representative Title (Print): _____

Address: _____

Date: _____ Phone: _____ Fax: _____

Email Address: _____

Key Staff Member(s) Will Assign to Project: _____



VENDOR/PROPOSER DISCLOSURE

I, _____, being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park

("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: _____

Address: _____

FEIN: _____

State and date of incorporation _____

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest Town of Pembroke Park in the contract or business transaction with TOWN are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Town of Pembroke Park
RFP 23-02 Wind Retrofit Roof Replacement

STATE OF FLORIDA)
)
COUNTY OF _____)

By: _____ Date: _____
Signature of Affiant

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this _____ day of
_____ 20____, by _____, he/she is personally known
to me or has presented _____ as identification.

Notary Public, State of Florida at Large

Print or Stamp of Notary:



SUBCONTRACTORS

The Proposer shall list all Subcontractors to be used on this project, if awarded the Contract for this project in the form below.

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.			
2.			
3.			
4.			
5.			

REFERENCES

All references must be from customers for whom your company has provided similar services as the specifications of this Proposal. *(Invalid contact information will result in default of references and may cause the Proposal to be disqualified.)*

Company Name:

1. Company	
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service (start/end)	
2. Company	
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service (start/end)	
3. Company	
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service (start/end)	

Town of Pembroke Park
RFP 23-02 Wind Retrofit Roof Replacement



SCRUTINIZED COMPANIES

CERTIFICATION REGARDING SCRUTINIZED COMPANIES. The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of \$1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of \$1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Acknowledged By:

Firm Name:

Printed Name:

Title:

Signature:

Date:



PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged By:

Firm Name:

Printed Name:

Title:

Signature:

Date:



CONFLICT OF INTEREST DISCLOSURE

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal, the name of any officer, director, or agent who is also an employee or relative of an employee of the Town of Pembroke Park ("TOWN").

Furthermore, all Proposers must disclose the name of any TOWN employee or relative(s) of a TOWN employee who owns, directly or indirectly, an interest in the Proposers firm or any of its branches.

The purpose of this disclosure form is to give TOWN the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any TOWN duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation, if necessary:

- ☐ To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.
- ☐ The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this RFP.

Acknowledged By:

Firm Name:

Printed Name:

Title:

Signature:

Date:

Town of Pembroke Park
RFP 23-02 Wind Retrofit Roof Replacement



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Pembroke Park ("TOWN") officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any TOWN officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with TOWN Policy and Standards:

1. TOWN employees may not contract with TOWN through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
2. Immediate family members (spouse, parents, and children) are also prohibited from contracting with TOWN subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of TOWN Finance Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, TOWN shall interpret this to mean that the vendor has indicated that no such relationships exist.

Company/Firm: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____



CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Proposal Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

Town of Pembroke Park
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



ADDENDUM I

RFP # 22-06 Town Hall Hardening – Roof Replacement

Below are images of the core sample for the roof.



If you have any questions, please contact Stephanie Woodbury, Project Manager at swoodbury@tppfl.gov

AGENDA ITEM REPORT

**To:****Subject:** CCNA Contract addendums**Meeting:** 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023**Department:** Public Works**Staff Contact:** Aleem Ghany, Public Services Director**BACKGROUND INFORMATION:**

During our meeting with Broward County we were informed our CCNA contracts do not comply with all of the County's requirements. These contracts were amended to include all the missing language to comply with the County in order to move on the surtax projects.

ATTACHMENTS:

[2023 - Amendment to Agreement for Continuing Consultant Services with Engenuity \(00571349xC4B6A\)](#)

[2023 - Amendment to Agreement for Continuing Consultant Services with CONNECT Engineering \(00571362xC4B6A\)](#)

[2023 - Amendment to Agreement for Continuing Consultant Services with Kimley-Horn \(00571363xC4B6A\)](#)

[2023 - Amendment to Agreement for Continuing Consultant Services with HSQ Group \(00571364xC4B6A\)](#)

[2023 - Amendment to Agreement for Continuing Consultant Services with Carnahan, Proctor, and Cross \(00571365xC4B6A\)-1](#)

[2023 - Amendment to Agreement for Continuing Consultant Services with Craig A. Smith and Associates \(00571366xC4B6A\)](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Jul 06 2023
Roy Brown, Finance & Budget Director	Approved - Jul 06 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Jul 06 2023
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None

AMENDMENT TO AGREEMENT FOR
CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

Surtax Project # _____

RFO # 22-03

THIS IS AN AMENDED AGREEMENT (“Agreement”), dated this ____ day of _____ 2023, by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 (“Municipality”),

and

ENGENUITY GROUP, INC., a corporation authorized to do business in the State of Florida, located at 1280 North Congress Avenue, Suite 101, West Palm Beach, FL 33049, hereinafter "CONTRACTOR."

Municipality and Contractor may each be referred to herein as “party” or collectively as “parties”.

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein CONSULTANT agreed to provide Municipality with continuing civil engineering consulting services (the “Original Agreement”); and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Parties seek to amend the Original Agreement to incorporate the following additional contract provisions required by Broward County’s Office of Economic and Small Business Development (OESBD) on all projects funded with proceeds from the Broward County Penny for Transportation Program (transportation surtax):

{00571349.1 3399-0000000 }

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:

Article 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Article 2. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

Article 3. Definitions

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

3.1 Applicable Law means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

3.2 Board means the governing body of Municipality, its successors and assigns.

3.3 Contract Administrator means Aleem Ghany, Town of Pembroke Park Public Services Director, or such other person designated by the Town of Pembroke Park Town Manager in writing. The Contract Administrator is the representative of Municipality concerning the Project.

3.4 Contractor means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.

3.5 County means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

3.6 County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

3.7 Notice to Proceed means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

3.8 Oversight Board means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.

3.9 Project means agreed scope of work for accomplishing the specific plan or development as defined with the Original Agreement.

3.10 **Purchasing Director** means Municipality’s Purchasing Manager or designee authorized to execute Work Authorization provided for in the Consulting Agreement.

3.11 **Services or Scope of Services** means the work set forth in the Scope of Services attached to the Consulting Agreement, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any optional services procured under the Original Agreement.

3.12 **Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

3.13 **Subconsultant** means an entity or individual providing services to Municipality through Consultant for all or any portion of the work under this Agreement. The term “Subconsultant” shall include all subcontractors.

Article 4. Exhibits

Exhibit A	Maximum Billing Rates		
Exhibit A-1	Reimbursables	for	Direct Non-Salary
	Expenses		
Exhibit B	Schedule of Subconsultants		

Article 5. Time for Performance / Damages

5.1 Consultant shall perform the Services within the time periods specified in the Scope of Services. Time periods shall commence from the date of the applicable Notice to Proceed.

5.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator’s sole option, require Consultant to submit the itemized deliverables and documents identified in the Scope of Services for the Contract Administrator’s review.

5.3 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, Municipality shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant’s control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

5.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

5.5 Notwithstanding Section 3.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

5.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by Municipality. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

Article 6. Compensation and Method of Payment

6.1 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement ("Reimbursable Expenses"), Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. Municipality shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

6.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

6.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 6.2.

6.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit A are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit A for Consultant or any Subconsultant, Consultant shall reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant.

6.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit A reflective of such rates for approval by Contract Administrator and, upon such Municipality's approval, invoice Municipality accordingly.

6.2.4 The total hours payable by Municipality for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 6.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

6.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 6.2 remain in place.

6.3 Method of Billing.

6.3.1 For Maximum Amount Not-To-Exceed Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to

date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

6.3.2 For Lump Sum Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

6.4 Fiscal Year. The continuation of this Agreement beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

Article 7. Audit Rights and Retention of Records

7.1. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

7.2. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes,

daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

7.3. Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

7.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment upon such entry.

7.5. If an audit or inspection in accordance with this section discloses overpricing or overcharges to Municipality of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, in addition to making adjustments for the overcharges, Consultant shall pay the actual cost of the audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Consultant.

7.6. Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations as stated in this Article 5.

Article 8. Equal Opportunity Employment and CBE/SBE Compliance

8.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

8.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit Municipality to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

8.3 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B (or a CBE firm substituted for a listed firm, if permitted) for ____ percent (__ %) of total Services under this Agreement (the “Commitment”) for the scope of the work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

8.4 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD’s prior written consent, which consent shall not be unreasonably withheld.

8.5 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Municipality arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality’s sole contractual remedy for Consultant’s breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Municipality, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

8.6 Consultant acknowledges that County may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this

Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify Municipality in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

8.7 OESBD may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

8.8 No later than ten (10) business days after the end of the month, Consultant shall provide written monthly reports to the Contract Administrator and to OESBD (in the form and in the manner requested by OESBD) attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in the Consulting Agreement as amended herein.

Article 9. Public Records

9.1 Public Records. To the extent Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

9.1.1 Keep and maintain public records required by Municipality to perform the services under this Agreement;

9.1.2 Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

9.1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and

9.1.4 Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

9.2 A request for public records regarding this Agreement must be made directly to Municipality, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to Municipality to enable Municipality to respond to the public records request.

9.3 Any material submitted to Municipality that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to Municipality for records designated by Consultant as Trade Secret Materials, Municipality shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

Article 10. MISCELLANEOUS

10.1 The solicitation, purchase order, or contract between Municipality and Consultant (all of which shall be referred to in this Addendum as the "Consulting Agreement") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). The Consulting Agreement is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of

the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida (“County”) and Municipality to provide for funding of the Project (the “Funding Agreement”).

10.2 The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties’ Consulting Agreement. Municipality has met the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

10.3 All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statute, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

10.4 Consultant agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

10.5 In the event of any conflict between the terms contained in this Addendum and those contained in the Consulting Agreement, as amended, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

10.6 The Parties agree to perform their respective obligations under the Consulting Agreement in accordance with the terms provided in this Addendum.

10.7 Indemnification of Municipality. Consultant shall indemnify and hold harmless Municipality and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and Municipality’s Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all of Municipality’s claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Municipality.

10.8 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of the Agreement.

10.9 Truth-In-Negotiation Representation. Consultant’s compensation under the Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant’s compensation,

including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

10.10 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

10.11 Living Wage Requirement. To the extent Consultant is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as "covered employers" fully comply with the requirements of such ordinance.

10.12 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of the Consulting Agreement as amended herein.

10.13 Prior Agreements. The Agreement together with this Addendum represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained in the Agreement and this Addendum.

10.14 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: The Town of Pembroke Park, through its Town Commission, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 2023 and Engenuity Group, Inc., signing by and through its _____, duly authorized to execute same.

Municipality
Town of Pembroke Park

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
JC Jimenez, City Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Interim Town Attorney

Consultant

Engenuity Group, Inc.

Witnesses:

(witness print name)

(witness print name)

By: _____

Name: _____

Title: _____

(CORPORATE SEAL) ____ day of _____, 20__.

State of _____: County of _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ of _____. The individual is _____
personally known to me or ____ has produced _____ as identification.

(SEAL)

Notary Public, State of _____

Name of Notary Typed, Printed, or Stamped

My Commission Expires

Commission

Number

Exhibit A
Maximum Billing Rates

Project No: [Project Number]
Project Title: [Project Title]
Consultant/ [Name]
Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%
FRINGE = X.XX%
OPERATING MARGIN = X.XX%
MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

Consultant

Municipality

Name/Title

Contract Administrator

Date: _____

Date: _____

Exhibit A-1
Reimbursables for Direct Non-Salary Expenses

Reimbursable	Maximum Reimbursable
Total Maximum Reimbursables:	

Exhibit B
Schedule of Subconsultants

Project No:
Project Title:
Facility Name:

No.	Firm Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

AMENDMENT TO AGREEMENT FOR
CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

Surtax Project # _____ RFO # 22-03 _____

THIS IS AN AMENDED AGREEMENT (“Agreement”), dated this ____ day of _____ 2023, by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 (“Municipality”),

and

CONNECT ENGINEERING, LLC., a corporation authorized to do business in the State of Florida, located at 2645 SW 37 Avenue, Suite 301, Miami, FL 33133, hereinafter "CONTRACTOR."

Municipality and Contractor may each be referred to herein as “party” or collectively as “parties”.

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein CONSULTANT agreed to provide Municipality with continuing civil engineering consulting services (the “Original Agreement”); and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Parties seek to amend the Original Agreement to incorporate the following additional contract provisions required by Broward County’s Office of Economic and Small Business Development (OESBD) on all projects funded with proceeds from the Broward County Penny for Transportation Program (transportation surtax):

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:

Article 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Article 2. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

Article 3. Definitions

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

3.1 Applicable Law means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

3.2 Board means the governing body of Municipality, its successors and assigns.

3.3 Contract Administrator means Aleem Ghany, Town of Pembroke Park Public Services Director, or such other person designated by the Town of Pembroke Park Town Manager in writing. The Contract Administrator is the representative of Municipality concerning the Project.

3.4 Contractor means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.

3.5 County means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

3.6 County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

3.7 Notice to Proceed means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

3.8 Oversight Board means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.

3.9 Project means agreed scope of work for accomplishing the specific plan or development as defined with the Original Agreement.

3.10 **Purchasing Director** means Municipality's Purchasing Manager or designee authorized to execute Work Authorization provided for in the Consulting Agreement.

3.11 **Services or Scope of Services** means the work set forth in the Scope of Services attached to the Consulting Agreement, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any optional services procured under the Original Agreement.

3.12 **Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

3.13 **Subconsultant** means an entity or individual providing services to Municipality through Consultant for all or any portion of the work under this Agreement. The term "Subconsultant" shall include all subcontractors.

Article 4. Exhibits

Exhibit A	Maximum Billing Rates		
Exhibit A-1	Reimbursables	for	Direct Non-Salary
	Expenses		
Exhibit B	Schedule of Subconsultants		

Article 5. Time for Performance / Damages

5.1 Consultant shall perform the Services within the time periods specified in the Scope of Services. Time periods shall commence from the date of the applicable Notice to Proceed.

5.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require Consultant to submit the itemized deliverables and documents identified in the Scope of Services for the Contract Administrator's review.

5.3 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, Municipality shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

5.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

5.5 Notwithstanding Section 3.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

5.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by Municipality. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

Article 6. Compensation and Method of Payment

6.1 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement ("Reimbursable Expenses"), Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. Municipality shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

6.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

6.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 6.2.

6.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit “A” are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit “A” for Consultant or any Subconsultant, Consultant shall reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant.

6.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant’s “home office” rates. Should it become appropriate during the course of this Agreement that a “field office” rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit A reflective of such rates for approval by Contract Administrator and, upon such Municipality’s approval, invoice Municipality accordingly.

6.2.4 The total hours payable by Municipality for any “exempt” or “nonexempt” personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant’s or Subconsultant’s personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee’s hourly rate and in a manner consistent with Consultant’s or Subconsultant’s applicable certified FAR audit and all other provisions of Section 6.2. If a “Safe Harbor” rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee’s regular rate.

6.2.5 Consultant and any of its Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 6.2 remain in place.

6.3 Method of Billing.

6.3.1 For Maximum Amount Not-To-Exceed Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to

date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

6.3.2 For Lump Sum Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

6.4 Fiscal Year. The continuation of this Agreement beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

Article 7. Audit Rights and Retention of Records

7.1. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

7.2. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes,

daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

7.3. Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

7.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment upon such entry.

7.5. If an audit or inspection in accordance with this section discloses overpricing or overcharges to Municipality of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, in addition to making adjustments for the overcharges, Consultant shall pay the actual cost of the audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Consultant.

7.6. Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations as stated in this Article 5.

Article 8. Equal Opportunity Employment and CBE/SBE Compliance

8.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

8.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit Municipality to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

8.3 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B (or a CBE firm substituted for a listed firm, if permitted) for ____ percent (__ %) of total Services under this Agreement (the “Commitment”) for the scope of the work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

8.4 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD’s prior written consent, which consent shall not be unreasonably withheld.

8.5 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Municipality arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality’s sole contractual remedy for Consultant’s breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Municipality, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

8.6 Consultant acknowledges that County may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this

Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify Municipality in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

8.7 OESBD may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

8.8 No later than ten (10) business days after the end of the month, Consultant shall provide written monthly reports to the Contract Administrator and to OESBD (in the form and in the manner requested by OESBD) attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in the Consulting Agreement as amended herein.

Article 9. Public Records

9.1 Public Records. To the extent Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

9.1.1 Keep and maintain public records required by Municipality to perform the services under this Agreement;

9.1.2 Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

9.1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and

9.1.4 Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

9.2 A request for public records regarding this Agreement must be made directly to Municipality, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to Municipality to enable Municipality to respond to the public records request.

9.3 Any material submitted to Municipality that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to Municipality for records designated by Consultant as Trade Secret Materials, Municipality shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

Article 10. MISCELLANEOUS

10.1 The solicitation, purchase order, or contract between Municipality and Consultant (all of which shall be referred to in this Addendum as the "Consulting Agreement") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). The Consulting Agreement is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of

the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida (“County”) and Municipality to provide for funding of the Project (the “Funding Agreement”).

10.2 The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties’ Consulting Agreement. Municipality has met the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

10.3 All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statute, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

10.4 Consultant agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

10.5 In the event of any conflict between the terms contained in this Addendum and those contained in the Consulting Agreement, as amended, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

10.6 The Parties agree to perform their respective obligations under the Consulting Agreement in accordance with the terms provided in this Addendum.

10.7 Indemnification of Municipality. Consultant shall indemnify and hold harmless Municipality and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and Municipality’s Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all of Municipality’s claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Municipality.

10.8 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of the Agreement.

10.9 Truth-In-Negotiation Representation. Consultant’s compensation under the Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant’s compensation,

including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

10.10 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

10.11 Living Wage Requirement. To the extent Consultant is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as "covered employers" fully comply with the requirements of such ordinance.

10.12 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of the Consulting Agreement as amended herein.

10.13 Prior Agreements. The Agreement together with this Addendum represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained in the Agreement and this Addendum.

10.14 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: The Town of Pembroke Park, through its Town Commission, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 2023 and CONNECT Engineering, LLC., signing by and through its _____, duly authorized to execute same.

Municipality
Town of Pembroke Park

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
JC Jimenez, City Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Interim Town Attorney

Consultant
CONNECT Engineering, LLC.

Witnesses:

(witness print name)

(witness print name)

By: _____

Name: _____

Title: _____

(CORPORATE SEAL) ____ day of _____, 20__.

State of _____: County of _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ of _____. The individual is _____
personally known to me or ____ has produced _____ as identification.

(SEAL)

Notary Public, State of _____

Name of Notary Typed, Printed, or Stamped

My Commission Expires

Commission

Number

Exhibit A
Maximum Billing Rates

Project No: [Project Number]
Project Title: [Project Title]
Consultant/ [Name]
Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%
FRINGE = X.XX%
OPERATING MARGIN = X.XX%
MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X
OPERATING MARGIN)) / 1

Consultant

Municipality

Name/Title

Contract Administrator

Date: _____

Date: _____

Exhibit A-1
Reimbursables for Direct Non-Salary Expenses

Reimbursable	Maximum Reimbursable
Total Maximum Reimbursables:	

Exhibit B
Schedule of Subconsultants

Project No:
Project Title:
Facility Name:

No.	Firm Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

AMENDMENT TO AGREEMENT FOR
CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

Surtax Project # _____ **RFO # 22-03** _____

THIS IS AN AMENDED AGREEMENT (“Agreement”), dated this ____ day of _____ 2023, by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 (“Municipality”),

and

KIMLEY-HORN AND ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, located at 8201 Peters Road, Suite 2200, Plantation, FL 33324, hereinafter "CONTRACTOR."

Municipality and Contractor may each be referred to herein as “party” or collectively as “parties”.

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein CONSULTANT agreed to provide Municipality with continuing civil engineering consulting services (the “Original Agreement”); and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Parties seek to amend the Original Agreement to incorporate the following additional contract provisions required by Broward County’s Office of Economic and Small Business Development (OESBD) on all projects funded with proceeds from the Broward County Penny for Transportation Program (transportation surtax):

{00571362.1 3399-0000000 }

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:

Article 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Article 2. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

Article 3. Definitions

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

3.1 Applicable Law means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

3.2 Board means the governing body of Municipality, its successors and assigns.

3.3 Contract Administrator means Aleem Ghany, Town of Pembroke Park Public Services Director, or such other person designated by the Town of Pembroke Park Town Manager in writing. The Contract Administrator is the representative of Municipality concerning the Project.

3.4 Contractor means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.

3.5 County means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

3.6 County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

3.7 Notice to Proceed means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

3.8 Oversight Board means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.

3.9 Project means agreed scope of work for accomplishing the specific plan or development as defined with the Original Agreement.

3.10 **Purchasing Director** means Municipality’s Purchasing Manager or designee authorized to execute Work Authorization provided for in the Consulting Agreement.

3.11 **Services or Scope of Services** means the work set forth in the Scope of Services attached to the Consulting Agreement, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any optional services procured under the Original Agreement.

3.12 **Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

3.13 **Subconsultant** means an entity or individual providing services to Municipality through Consultant for all or any portion of the work under this Agreement. The term “Subconsultant” shall include all subcontractors.

Article 4. Exhibits

Exhibit A	Maximum Billing Rates		
Exhibit A-1	Reimbursables	for	Direct Non-Salary
	Expenses		
Exhibit B	Schedule of Subconsultants		

Article 5. Time for Performance / Damages

5.1 Consultant shall perform the Services within the time periods specified in the Scope of Services. Time periods shall commence from the date of the applicable Notice to Proceed.

5.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator’s sole option, require Consultant to submit the itemized deliverables and documents identified in the Scope of Services for the Contract Administrator’s review.

5.3 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, Municipality shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant’s control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

5.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

5.5 Notwithstanding Section 3.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

5.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by Municipality. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

Article 6. Compensation and Method of Payment

6.1 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement ("Reimbursable Expenses"), Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. Municipality shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

6.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

6.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 6.2.

6.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit “A” are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit “A” for Consultant or any Subconsultant, Consultant shall reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant.

6.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant’s “home office” rates. Should it become appropriate during the course of this Agreement that a “field office” rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit A reflective of such rates for approval by Contract Administrator and, upon such Municipality’s approval, invoice Municipality accordingly.

6.2.4 The total hours payable by Municipality for any “exempt” or “nonexempt” personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant’s or Subconsultant’s personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee’s hourly rate and in a manner consistent with Consultant’s or Subconsultant’s applicable certified FAR audit and all other provisions of Section 6.2. If a “Safe Harbor” rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee’s regular rate.

6.2.5 Consultant and any of its Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 6.2 remain in place.

6.3 Method of Billing.

6.3.1 For Maximum Amount Not-To-Exceed Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to

date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

6.3.2 For Lump Sum Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

6.4 Fiscal Year. The continuation of this Agreement beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

Article 7. Audit Rights and Retention of Records

7.1. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

7.2. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes,

daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

7.3. Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

7.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment upon such entry.

7.5. If an audit or inspection in accordance with this section discloses overpricing or overcharges to Municipality of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, in addition to making adjustments for the overcharges, Consultant shall pay the actual cost of the audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Consultant.

7.6. Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations as stated in this Article 5.

Article 8. Equal Opportunity Employment and CBE/SBE Compliance

8.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

8.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit Municipality to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

8.3 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B (or a CBE firm substituted for a listed firm, if permitted) for ____ percent (__ %) of total Services under this Agreement (the “Commitment”) for the scope of the work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

8.4 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD’s prior written consent, which consent shall not be unreasonably withheld.

8.5 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Municipality arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality’s sole contractual remedy for Consultant’s breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Municipality, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

8.6 Consultant acknowledges that County may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this

Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify Municipality in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

8.7 OESBD may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

8.8 No later than ten (10) business days after the end of the month, Consultant shall provide written monthly reports to the Contract Administrator and to OESBD (in the form and in the manner requested by OESBD) attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in the Consulting Agreement as amended herein.

Article 9. Public Records

9.1 Public Records. To the extent Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

9.1.1 Keep and maintain public records required by Municipality to perform the services under this Agreement;

9.1.2 Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

9.1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and

9.1.4 Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

9.2 A request for public records regarding this Agreement must be made directly to Municipality, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to Municipality to enable Municipality to respond to the public records request.

9.3 Any material submitted to Municipality that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to Municipality for records designated by Consultant as Trade Secret Materials, Municipality shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

Article 10. MISCELLANEOUS

10.1 The solicitation, purchase order, or contract between Municipality and Consultant (all of which shall be referred to in this Addendum as the "Consulting Agreement") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). The Consulting Agreement is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of

the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida (“County”) and Municipality to provide for funding of the Project (the “Funding Agreement”).

10.2 The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties’ Consulting Agreement. Municipality has met the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

10.3 All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statute, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

10.4 Consultant agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

10.5 In the event of any conflict between the terms contained in this Addendum and those contained in the Consulting Agreement, as amended, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

10.6 The Parties agree to perform their respective obligations under the Consulting Agreement in accordance with the terms provided in this Addendum.

10.7 Indemnification of Municipality. Consultant shall indemnify and hold harmless Municipality and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and Municipality’s Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all of Municipality’s claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Municipality.

10.8 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of the Agreement.

10.9 Truth-In-Negotiation Representation. Consultant’s compensation under the Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant’s compensation,

including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

10.10 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

10.11 Living Wage Requirement. To the extent Consultant is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as "covered employers" fully comply with the requirements of such ordinance.

10.12 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of the Consulting Agreement as amended herein.

10.13 Prior Agreements. The Agreement together with this Addendum represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained in the Agreement and this Addendum.

10.14 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: The Town of Pembroke Park, through its Town Commission, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 2023 and Kimley-Horn and Associates, Inc. , signing by and through its _____, duly authorized to execute same.

Municipality
Town of Pembroke Park

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
JC Jimenez, City Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Interim Town Attorney

Consultant

Kimley-Horn and Associates, Inc.

Witnesses:

(witness print name)

(witness print name)

By: _____

Name: _____

Title: _____

(CORPORATE SEAL) ____ day of _____, 20__.

State of _____: County of _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ of _____. The individual is _____
personally known to me or ____ has produced _____ as identification.

(SEAL)

Notary Public, State of _____

Name of Notary Typed, Printed, or Stamped

My Commission Expires

Commission

Number

Exhibit A
Maximum Billing Rates

Project No: [Project Number]
Project Title: [Project Title]
Consultant/ [Name]
Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%
FRINGE = X.XX%
OPERATING MARGIN = X.XX%
MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

Consultant

Municipality

Name/Title

Contract Administrator

Date: _____

Date: _____

Exhibit A-1
Reimbursables for Direct Non-Salary Expenses

Reimbursable	Maximum Reimbursable
Total Maximum Reimbursables:	

Exhibit B
Schedule of Subconsultants

Project No:
Project Title:
Facility Name:

No.	Firm Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

AMENDMENT TO AGREEMENT FOR
CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

Surtax Project # _____ RFO # 22-03 _____

THIS IS AN AMENDED AGREEMENT (“Agreement”), dated this ____ day of _____ 2023, by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 (“Municipality”),

and

HSQ Group, Inc., a corporation authorized to do business in the State of Florida, located at 4577 Nob Hill Road, Suite 205, Sunrise, FL 33351, hereinafter "CONTRACTOR."

Municipality and Contractor may each be referred to herein as “party” or collectively as “parties”.

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein CONSULTANT agreed to provide Municipality with continuing civil engineering consulting services (the “Original Agreement”); and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Parties seek to amend the Original Agreement to incorporate the following additional contract provisions required by Broward County’s Office of Economic and Small Business Development (OESBD) on all projects funded with proceeds from the Broward County Penny for Transportation Program (transportation surtax):

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:

Article 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Article 2. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

Article 3. Definitions

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

3.1 Applicable Law means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

3.2 Board means the governing body of Municipality, its successors and assigns.

3.3 Contract Administrator means Aleem Ghany, Town of Pembroke Park Public Services Director, or such other person designated by the Town of Pembroke Park Town Manager in writing. The Contract Administrator is the representative of Municipality concerning the Project.

3.4 Contractor means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.

3.5 County means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

3.6 County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

3.7 Notice to Proceed means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

3.8 Oversight Board means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.

3.9 Project means agreed scope of work for accomplishing the specific plan or development as defined with the Original Agreement.

3.10 **Purchasing Director** means Municipality’s Purchasing Manager or designee authorized to execute Work Authorization provided for in the Consulting Agreement.

3.11 **Services or Scope of Services** means the work set forth in the Scope of Services attached to the Consulting Agreement, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any optional services procured under the Original Agreement.

3.12 **Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

3.13 **Subconsultant** means an entity or individual providing services to Municipality through Consultant for all or any portion of the work under this Agreement. The term “Subconsultant” shall include all subcontractors.

Article 4. Exhibits

Exhibit A	Maximum Billing Rates		
Exhibit A-1	Reimbursables	for	Direct Non-Salary
	Expenses		
Exhibit B	Schedule of Subconsultants		

Article 5. Time for Performance / Damages

5.1 Consultant shall perform the Services within the time periods specified in the Scope of Services. Time periods shall commence from the date of the applicable Notice to Proceed.

5.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator’s sole option, require Consultant to submit the itemized deliverables and documents identified in the Scope of Services for the Contract Administrator’s review.

5.3 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, Municipality shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant’s control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

5.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

5.5 Notwithstanding Section 3.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

5.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by Municipality. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

Article 6. Compensation and Method of Payment

6.1 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement ("Reimbursable Expenses"), Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. Municipality shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

6.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

6.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 6.2.

6.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit “A” are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit “A” for Consultant or any Subconsultant, Consultant shall reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant.

6.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant’s “home office” rates. Should it become appropriate during the course of this Agreement that a “field office” rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit A reflective of such rates for approval by Contract Administrator and, upon such Municipality’s approval, invoice Municipality accordingly.

6.2.4 The total hours payable by Municipality for any “exempt” or “nonexempt” personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant’s or Subconsultant’s personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee’s hourly rate and in a manner consistent with Consultant’s or Subconsultant’s applicable certified FAR audit and all other provisions of Section 6.2. If a “Safe Harbor” rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee’s regular rate.

6.2.5 Consultant and any of its Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 6.2 remain in place.

6.3 Method of Billing.

6.3.1 For Maximum Amount Not-To-Exceed Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to

date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

6.3.2 For Lump Sum Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

6.4 Fiscal Year. The continuation of this Agreement beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

Article 7. Audit Rights and Retention of Records

7.1. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

7.2. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes,

daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

7.3. Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

7.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment upon such entry.

7.5. If an audit or inspection in accordance with this section discloses overpricing or overcharges to Municipality of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, in addition to making adjustments for the overcharges, Consultant shall pay the actual cost of the audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Consultant.

7.6. Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations as stated in this Article 5.

Article 8. Equal Opportunity Employment and CBE/SBE Compliance

8.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

8.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit Municipality to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

8.3 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B (or a CBE firm substituted for a listed firm, if permitted) for ____ percent (__ %) of total Services under this Agreement (the “Commitment”) for the scope of the work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

8.4 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD’s prior written consent, which consent shall not be unreasonably withheld.

8.5 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Municipality arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality’s sole contractual remedy for Consultant’s breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Municipality, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

8.6 Consultant acknowledges that County may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this

Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify Municipality in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

8.7 OESBD may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

8.8 No later than ten (10) business days after the end of the month, Consultant shall provide written monthly reports to the Contract Administrator and to OESBD (in the form and in the manner requested by OESBD) attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in the Consulting Agreement as amended herein.

Article 9. Public Records

9.1 Public Records. To the extent Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

9.1.1 Keep and maintain public records required by Municipality to perform the services under this Agreement;

9.1.2 Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

9.1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and

9.1.4 Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

9.2 A request for public records regarding this Agreement must be made directly to Municipality, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to Municipality to enable Municipality to respond to the public records request.

9.3 Any material submitted to Municipality that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to Municipality for records designated by Consultant as Trade Secret Materials, Municipality shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

Article 10. MISCELLANEOUS

10.1 The solicitation, purchase order, or contract between Municipality and Consultant (all of which shall be referred to in this Addendum as the "Consulting Agreement") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). The Consulting Agreement is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of

the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida (“County”) and Municipality to provide for funding of the Project (the “Funding Agreement”).

10.2 The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties’ Consulting Agreement. Municipality has met the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

10.3 All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statute, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

10.4 Consultant agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

10.5 In the event of any conflict between the terms contained in this Addendum and those contained in the Consulting Agreement, as amended, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

10.6 The Parties agree to perform their respective obligations under the Consulting Agreement in accordance with the terms provided in this Addendum.

10.7 Indemnification of Municipality. Consultant shall indemnify and hold harmless Municipality and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and Municipality’s Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all of Municipality’s claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Municipality.

10.8 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of the Agreement.

10.9 Truth-In-Negotiation Representation. Consultant’s compensation under the Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant’s compensation,

including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

10.10 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

10.11 Living Wage Requirement. To the extent Consultant is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as "covered employers" fully comply with the requirements of such ordinance.

10.12 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of the Consulting Agreement as amended herein.

10.13 Prior Agreements. The Agreement together with this Addendum represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained in the Agreement and this Addendum.

10.14 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: The Town of Pembroke Park, through its Town Commission, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 2023 and HSQ Group, Inc., signing by and through its _____, duly authorized to execute same.

Municipality
Town of Pembroke Park

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
JC Jimenez, City Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Interim Town Attorney

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Exhibit A
Maximum Billing Rates

Project No: [Project Number]
Project Title: [Project Title]
Consultant/ [Name]
Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%
FRINGE = X.XX%
OPERATING MARGIN = X.XX%
MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

Consultant

Municipality

Name/Title

Contract Administrator

Date: _____

Date: _____

Exhibit A-1
Reimbursables for Direct Non-Salary Expenses

Reimbursable	Maximum Reimbursable
Total Maximum Reimbursables:	

Exhibit B
Schedule of Subconsultants

Project No:
Project Title:
Facility Name:

No.	Firm Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

AMENDMENT TO AGREEMENT FOR
CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

Surtax Project # _____ **RFO # 22-03** _____

THIS IS AN AMENDED AGREEMENT (“Agreement”), dated this ____ day of _____ 2023, by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 (“Municipality”),

and

CARNAHAN, PROCTOR & CROSS, Inc., a corporation authorized to do business in the State of Florida, located at 814 S. Military Trail, Deerfield Beach, FL 33442, hereinafter "CONTRACTOR."

Municipality and Contractor may each be referred to herein as “party” or collectively as “parties”.

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein CONSULTANT agreed to provide Municipality with continuing civil engineering consulting services (the “Original Agreement”); and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Parties seek to amend the Original Agreement to incorporate the following additional contract provisions required by Broward County’s Office of Economic and Small Business Development (OESBD) on all projects funded with proceeds from the Broward County Penny for Transportation Program (transportation surtax):

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:

Article 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Article 2. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

Article 3. Definitions

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

3.1 Applicable Law means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

3.2 Board means the governing body of Municipality, its successors and assigns.

3.3 Contract Administrator means Aleem Ghany, Town of Pembroke Park Public Services Director, or such other person designated by the Town of Pembroke Park Town Manager in writing. The Contract Administrator is the representative of Municipality concerning the Project.

3.4 Contractor means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.

3.5 County means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

3.6 County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

3.7 Notice to Proceed means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

3.8 Oversight Board means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.

3.9 Project means agreed scope of work for accomplishing the specific plan or development as defined with the Original Agreement.

3.10 **Purchasing Director** means Municipality’s Purchasing Manager or designee authorized to execute Work Authorization provided for in the Consulting Agreement.

3.11 **Services or Scope of Services** means the work set forth in the Scope of Services attached to the Consulting Agreement, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any optional services procured under the Original Agreement.

3.12 **Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

3.13 **Subconsultant** means an entity or individual providing services to Municipality through Consultant for all or any portion of the work under this Agreement. The term “Subconsultant” shall include all subcontractors.

Article 4. Exhibits

Exhibit A	Maximum Billing Rates		
Exhibit A-1	Reimbursables	for	Direct Non-Salary
	Expenses		
Exhibit B	Schedule of Subconsultants		

Article 5. Time for Performance / Damages

5.1 Consultant shall perform the Services within the time periods specified in the Scope of Services. Time periods shall commence from the date of the applicable Notice to Proceed.

5.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator’s sole option, require Consultant to submit the itemized deliverables and documents identified in the Scope of Services for the Contract Administrator’s review.

5.3 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, Municipality shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant’s control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

5.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

5.5 Notwithstanding Section 3.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

5.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by Municipality. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

Article 6. Compensation and Method of Payment

6.1 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement ("Reimbursable Expenses"), Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. Municipality shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

6.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

6.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 6.2.

6.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit “A” are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit “A” for Consultant or any Subconsultant, Consultant shall reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant.

6.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant’s “home office” rates. Should it become appropriate during the course of this Agreement that a “field office” rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit A reflective of such rates for approval by Contract Administrator and, upon such Municipality’s approval, invoice Municipality accordingly.

6.2.4 The total hours payable by Municipality for any “exempt” or “nonexempt” personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant’s or Subconsultant’s personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee’s hourly rate and in a manner consistent with Consultant’s or Subconsultant’s applicable certified FAR audit and all other provisions of Section 6.2. If a “Safe Harbor” rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee’s regular rate.

6.2.5 Consultant and any of its Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 6.2 remain in place.

6.3 Method of Billing.

6.3.1 For Maximum Amount Not-To-Exceed Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to

date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

6.3.2 For Lump Sum Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

6.4 Fiscal Year. The continuation of this Agreement beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

Article 7. Audit Rights and Retention of Records

7.1. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

7.2. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes,

daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

7.3. Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

7.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment upon such entry.

7.5. If an audit or inspection in accordance with this section discloses overpricing or overcharges to Municipality of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, in addition to making adjustments for the overcharges, Consultant shall pay the actual cost of the audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Consultant.

7.6. Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations as stated in this Article 5.

Article 8. Equal Opportunity Employment and CBE/SBE Compliance

8.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

8.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit Municipality to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

8.3 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B (or a CBE firm substituted for a listed firm, if permitted) for ____ percent (__ %) of total Services under this Agreement (the “Commitment”) for the scope of the work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

8.4 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD’s prior written consent, which consent shall not be unreasonably withheld.

8.5 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Municipality arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality’s sole contractual remedy for Consultant’s breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Municipality, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

8.6 Consultant acknowledges that County may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this

Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify Municipality in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

8.7 OESBD may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

8.8 No later than ten (10) business days after the end of the month, Consultant shall provide written monthly reports to the Contract Administrator and to OESBD (in the form and in the manner requested by OESBD) attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in the Consulting Agreement as amended herein.

Article 9. Public Records

9.1 Public Records. To the extent Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

9.1.1 Keep and maintain public records required by Municipality to perform the services under this Agreement;

9.1.2 Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

9.1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and

9.1.4 Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

9.2 A request for public records regarding this Agreement must be made directly to Municipality, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to Municipality to enable Municipality to respond to the public records request.

9.3 Any material submitted to Municipality that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to Municipality for records designated by Consultant as Trade Secret Materials, Municipality shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

Article 10. MISCELLANEOUS

10.1 The solicitation, purchase order, or contract between Municipality and Consultant (all of which shall be referred to in this Addendum as the "Consulting Agreement") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). The Consulting Agreement is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of

the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida (“County”) and Municipality to provide for funding of the Project (the “Funding Agreement”).

10.2 The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties’ Consulting Agreement. Municipality has met the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

10.3 All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statute, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

10.4 Consultant agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

10.5 In the event of any conflict between the terms contained in this Addendum and those contained in the Consulting Agreement, as amended, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

10.6 The Parties agree to perform their respective obligations under the Consulting Agreement in accordance with the terms provided in this Addendum.

10.7 Indemnification of Municipality. Consultant shall indemnify and hold harmless Municipality and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and Municipality’s Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all of Municipality’s claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Municipality.

10.8 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of the Agreement.

10.9 Truth-In-Negotiation Representation. Consultant’s compensation under the Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant’s compensation,

including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

10.10 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

10.11 Living Wage Requirement. To the extent Consultant is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as "covered employers" fully comply with the requirements of such ordinance.

10.12 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of the Consulting Agreement as amended herein.

10.13 Prior Agreements. The Agreement together with this Addendum represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained in the Agreement and this Addendum.

10.14 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: The Town of Pembroke Park, through its Town Commission, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 2023 and Carnahan, Proctor & Cross, Inc., signing by and through its _____, duly authorized to execute same.

Municipality
Town of Pembroke Park

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
JC Jimenez, City Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Interim Town Attorney

Consultant
Carnahan, Proctor & Cross, Inc.

Witnesses:

(witness print name)

(witness print name)

By: _____

Name: _____

Title: _____

(CORPORATE SEAL) ____ day of _____, 20__.

State of _____: County of _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ of _____. The individual is _____
personally known to me or ____ has produced _____ as identification.

(SEAL)

Notary Public, State of _____

Name of Notary Typed, Printed, or Stamped

My Commission Expires

Commission

Number

Exhibit A
Maximum Billing Rates

Project No: [Project Number]
Project Title: [Project Title]
Consultant/ [Name]
Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%
FRINGE = X.XX%
OPERATING MARGIN = X.XX%
MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X
OPERATING MARGIN)) / 1

Consultant

Municipality

Name/Title

Contract Administrator

Date: _____

Date: _____

Exhibit A-1
Reimbursables for Direct Non-Salary Expenses

Reimbursable	Maximum Reimbursable
Total Maximum Reimbursables:	

Exhibit B
Schedule of Subconsultants

Project No:
Project Title:
Facility Name:

No.	Firm Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

AMENDMENT TO AGREEMENT FOR
CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

Surtax Project # _____ **RFO # 22-03** _____

THIS IS AN AMENDED AGREEMENT (“Agreement”), dated this ____ day of _____ 2023, by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 (“Municipality”),

and

CRAIG A. SMITH & ASSOCIATES, LLC., a corporation authorized to do business in the State of Florida, located at 21045 Commercial Trail, Boca Raton, FL 33486, hereinafter "CONTRACTOR."

Municipality and Contractor may each be referred to herein as “party” or collectively as “parties”.

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein CONSULTANT agreed to provide Municipality with continuing civil engineering consulting services (the “Original Agreement”); and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Parties seek to amend the Original Agreement to incorporate the following additional contract provisions required by Broward County’s Office of Economic and Small Business Development (OESBD) on all projects funded with proceeds from the Broward County Penny for Transportation Program (transportation surtax):

{00571366.1 3399-0000000 }

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:

Article 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Article 2. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

Article 3. Definitions

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

3.1 Applicable Law means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

3.2 Board means the governing body of Municipality, its successors and assigns.

3.3 Contract Administrator means Aleem Ghany, Town of Pembroke Park Public Services Director, or such other person designated by the Town of Pembroke Park Town Manager in writing. The Contract Administrator is the representative of Municipality concerning the Project.

3.4 Contractor means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.

3.5 County means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

3.6 County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

3.7 Notice to Proceed means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

3.8 Oversight Board means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.

3.9 Project means agreed scope of work for accomplishing the specific plan or development as defined with the Original Agreement.

3.10 **Purchasing Director** means Municipality’s Purchasing Manager or designee authorized to execute Work Authorization provided for in the Consulting Agreement.

3.11 **Services or Scope of Services** means the work set forth in the Scope of Services attached to the Consulting Agreement, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any optional services procured under the Original Agreement.

3.12 **Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

3.13 **Subconsultant** means an entity or individual providing services to Municipality through Consultant for all or any portion of the work under this Agreement. The term “Subconsultant” shall include all subcontractors.

Article 4. Exhibits

Exhibit A	Maximum Billing Rates		
Exhibit A-1	Reimbursables	for	Direct Non-Salary
	Expenses		
Exhibit B	Schedule of Subconsultants		

Article 5. Time for Performance / Damages

5.1 Consultant shall perform the Services within the time periods specified in the Scope of Services. Time periods shall commence from the date of the applicable Notice to Proceed.

5.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator’s sole option, require Consultant to submit the itemized deliverables and documents identified in the Scope of Services for the Contract Administrator’s review.

5.3 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, Municipality shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant’s control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

5.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

5.5 Notwithstanding Section 3.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

5.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by Municipality. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

Article 6. Compensation and Method of Payment

6.1 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement ("Reimbursable Expenses"), Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. Municipality shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

6.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

6.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 6.2.

6.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit “A” are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit “A” for Consultant or any Subconsultant, Consultant shall reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant.

6.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant’s “home office” rates. Should it become appropriate during the course of this Agreement that a “field office” rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit A reflective of such rates for approval by Contract Administrator and, upon such Municipality’s approval, invoice Municipality accordingly.

6.2.4 The total hours payable by Municipality for any “exempt” or “nonexempt” personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant’s or Subconsultant’s personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee’s hourly rate and in a manner consistent with Consultant’s or Subconsultant’s applicable certified FAR audit and all other provisions of Section 6.2. If a “Safe Harbor” rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee’s regular rate.

6.2.5 Consultant and any of its Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 6.2 remain in place.

6.3 Method of Billing.

6.3.1 For Maximum Amount Not-To-Exceed Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to

date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

6.3.2 For Lump Sum Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

6.4 Fiscal Year. The continuation of this Agreement beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

Article 7. Audit Rights and Retention of Records

7.1. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

7.2. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes,

daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

7.3. Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

7.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment upon such entry.

7.5. If an audit or inspection in accordance with this section discloses overpricing or overcharges to Municipality of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, in addition to making adjustments for the overcharges, Consultant shall pay the actual cost of the audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Consultant.

7.6. Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations as stated in this Article 5.

Article 8. Equal Opportunity Employment and CBE/SBE Compliance

8.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

8.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit Municipality to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

8.3 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B (or a CBE firm substituted for a listed firm, if permitted) for ____ percent (__ %) of total Services under this Agreement (the “Commitment”) for the scope of the work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

8.4 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD’s prior written consent, which consent shall not be unreasonably withheld.

8.5 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Municipality arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality’s sole contractual remedy for Consultant’s breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Municipality, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

8.6 Consultant acknowledges that County may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this

Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify Municipality in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

8.7 OESBD may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

8.8 No later than ten (10) business days after the end of the month, Consultant shall provide written monthly reports to the Contract Administrator and to OESBD (in the form and in the manner requested by OESBD) attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in the Consulting Agreement as amended herein.

Article 9. Public Records

9.1 Public Records. To the extent Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

9.1.1 Keep and maintain public records required by Municipality to perform the services under this Agreement;

9.1.2 Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

9.1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and

9.1.4 Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

9.2 A request for public records regarding this Agreement must be made directly to Municipality, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to Municipality to enable Municipality to respond to the public records request.

9.3 Any material submitted to Municipality that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to Municipality for records designated by Consultant as Trade Secret Materials, Municipality shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

Article 10. MISCELLANEOUS

10.1 The solicitation, purchase order, or contract between Municipality and Consultant (all of which shall be referred to in this Addendum as the "Consulting Agreement") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). The Consulting Agreement is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of

the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida (“County”) and Municipality to provide for funding of the Project (the “Funding Agreement”).

10.2 The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties’ Consulting Agreement. Municipality has met the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

10.3 All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statute, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

10.4 Consultant agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

10.5 In the event of any conflict between the terms contained in this Addendum and those contained in the Consulting Agreement, as amended, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

10.6 The Parties agree to perform their respective obligations under the Consulting Agreement in accordance with the terms provided in this Addendum.

10.7 Indemnification of Municipality. Consultant shall indemnify and hold harmless Municipality and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and Municipality’s Attorney, any sums due Consultant under this Agreement may be retained by Municipality until all of Municipality’s claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Municipality.

10.8 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of the Agreement.

10.9 Truth-In-Negotiation Representation. Consultant’s compensation under the Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant’s compensation,

including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

10.10 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

10.11 Living Wage Requirement. To the extent Consultant is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as "covered employers" fully comply with the requirements of such ordinance.

10.12 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of the Consulting Agreement as amended herein.

10.13 Prior Agreements. The Agreement together with this Addendum represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained in the Agreement and this Addendum.

10.14 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: The Town of Pembroke Park, through its Town Commission, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 2023 and Craig A. Smith & Associates, LL., signing by and through its _____, duly authorized to execute same.

Municipality
Town of Pembroke Park

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
JC Jimenez, City Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Interim Town Attorney

Consultant

Craig A. Smith & Associates, LLC.

Witnesses:

(witness print name)

(witness print name)

By: _____

Name: _____

Title: _____

(CORPORATE SEAL)

____ day of _____, 20__.

State of _____: County of _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ of _____. The individual is _____
personally known to me or _____ has produced _____ as identification.

(SEAL)

Notary Public, State of _____

Name of Notary Typed, Printed, or Stamped

My Commission Expires

Commission

Number

Exhibit A
Maximum Billing Rates

Project No: [Project Number]
Project Title: [Project Title]
Consultant/ [Name]
Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%
FRINGE = X.XX%
OPERATING MARGIN = X.XX%
MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X
OPERATING MARGIN)) / 1

Consultant

Municipality

Name/Title

Contract Administrator

Date: _____

Date: _____

Exhibit A-1
Reimbursables for Direct Non-Salary Expenses

Reimbursable	Maximum Reimbursable
Total Maximum Reimbursables:	

Exhibit B
Schedule of Subconsultants

Project No:
Project Title:
Facility Name:

No.	Firm Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

RESOLUTION NO. 2023-012

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE THE AMENDMENTS TO THE TOWN'S CCNA CONTINUING SERVICES AGREEMENTS WITH ENGENUITY, CONNECT ENGINEERING, LLC, HSQ GROUP, INC., CARNAHAN PROCTOR & CROSS, INC., KIMLEY HORN AND ASSOCIATES, INC., AND CRAIG A. SMITH & ASSOCIATES, LLC, ATTACHED HERETO AS EXHIBITS A-F, RESPECTIVELY; AUTHORIZING THE TOWN MANAGER TO APPROVE ADDITIONAL NON-SUBSTANTIAL CHANGES, AS MAY BE ACCEPTABLE TO THE TOWN MANAGER AND APPROVED BY THE TOWN ATTORNEY; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park has entered into continuing services agreements with six (6) consulting firms to provide professional service, in accordance with Section 287.055, F.S. (the (Consultant's Competitive Negotiation Act"); and

WHEREAS, Broward County has requested that the Town amend its continuing services agreements to ensure compliance with all requirements for the use of such agreements in furtherance of certain projects funded by Broward County transportation surtax dollars in the Town; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, deems it to be in the best interests of the citizens and residents of the Town to amend its continuing services agreements to ensure compliance with the requirements of the Broward County surtax funding.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby approves the amendments to the Town's CCNA continuing service agreements with Engenuity, Connect Engineering, LLC, HSQ Group, Inc., Carnahan Proctor & Cross, Inc., Kimley Horn and Associates, and Craig A. Smith & Associates, LLC, attached hereto as Exhibits A-F. The Town Manager may agree to additional non-substantial changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney.

Section 3. The proper Town Officials of the Town of Pembroke Park are hereby authorized and directed to execute the Agreement.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are 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 any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this ____ day of _____, 2023.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

ORDINANCE NO. 2023-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY CREATING SECTION 2-16 TO BE ENTITLED "CODE OF CONDUCT FOR ELECTED AND APPOINTED OFFICIALS"; ESTABLISHING A CODE OF CONDUCT AND DECORUM FOR ELECTED AND APPOINTED TOWN OFFICIALS; REPEALING RESOLUTION NO. 2020-090, ADOPTED DECEMBER 9, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 9, 2020, the Town Commission of the Town of Pembroke Park adopted Resolution No. 2020-090 ("Resolution"), thereby adopting a code of conduct for elected and appointed town officials; and

WHEREAS, the Town's elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions and goals and; despite that diversity, have all chosen to serve in public office in order to preserve and protect the present and future of the community; and

WHEREAS, it is recognized and accepted that all the Town's elected and appointed officials have the Town's best interests in mind, even though individuals may not agree on every issue; and

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Words in underlined type are additions.

WHEREAS, it is further recognized that difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action; however, such debate does not justify nor permit public officials making belligerent, personal, impertinent, slanderous, threatening, abusive or disparaging comments about other officials, Town staff or members of the public; and

WHEREAS, the Town Commission recognizes that its members have a public forum and a responsibility to show how individuals with disparate points of view can find common ground and seek compromise that benefits the community as a whole; and

WHEREAS, it is essential for the public to feel welcome and able to participate on matters that affect the community, and such participation is an important part of the democratic process; and

WHEREAS, the Town Commission should show no signs of partiality, prejudice or disrespect to any individual addressing the commission or participating in a public forum; and

WHEREAS, the Town Commission agrees that members of the public deserve an opportunity to influence the thinking of elected and appointed officials regarding any matter under consideration by the Commission; and

WHEREAS, the Town Commission recognizes that under a “commission” form of government the member of the Commission have certain Charter-driven duties and responsibilities to the Town; however, it is further acknowledged that an elected official’s

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participation in the daily operation of the Town, including attendance at Town staff meetings, may be perceived to show support or opposition for a particular project, may intimidate staff, and may hamper staff's ability to do their job objectively; and

WHEREAS, the Town Commission seeks repeal the Resolution codify the Town's Code of Conduct as an ordinance, and further an enhance the Code of Conduct for the Town's elected and appointed officials;

WHEREAS, the Town Commission has conducted a public hearing and considered the input of the public; and

WHEREAS, the Town Commission finds that codifying the Code of Conduct and further enhancing the Code, 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. Chapter 2 of the Town's Code of Ordinances entitled "Administration," is amended by specifically amending Article II, entitled "Town Commission." Section 2-16, to be entitled "Code of Conduct for Elected and Appointed Officials," as follows:

Sec. 2-16 **Code of Conduct for Elected and Appointed Officials**

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A) Intent. The intent of this section is to establish conduct guidelines designed to describe the manner in which elected and appointed Town officials should treat one another, Town staff, constituents, and others they come into contact with while representing the Town of Pembroke Park. This section shall supplement the standards of conduction for public officials and employees, as set forth in Chapter 112, F.S., as well as the Broward County Code of Ethics for Elected Officials, as may be amended from time to time.

B) Conduct Guidelines. All members of the Town Commission shall:

- 1) Work to foster an atmosphere of respect and civility among colleagues on the Town Commission, Town employees, and members of the public;
- 2) Be professional and respectful in all interactions with each other, Town staff and members of the public, including oral and written interactions;
- 3) Work to promote, in the general public, an understanding of the role of elected officials and accurate information regarding Town matters;
- 4) Attempt not to abruptly interrupt each other or members of the public during Town Commission meetings. Only the chair – not individual commission members – is permitted to interrupt a speaker during a presentation. However, a member may ask the chair for a “point of order” if the speaker is off the topic or exhibiting behavior or language that the member finds disturbing;
- 5) Refrain from using profanity, intimidation, making disparaging remarks and using *ad hominem* attacks towards each other or towards members of the public in any settling, including, but not limited to Town Commission meetings and on social media;
- 6) Refrain from yelling or screaming at each other, Town staff, or members of the public in any setting, including during Town Commission meetings.

C) Commission Interaction with Town Staff. Governance of the Town relies on the cooperative efforts of elected officials, appointed officials and Town staff. Therefore, every effort shall be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

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- 1) Under a commission form of government, elected officials acting in their official capacity will interact with staff. Elected and appointed officials shall not direct staff or interrupt staff while they are in meetings, on the telephone, or engrossed in performing their job functions in order to meet the official's individual needs.
- 2) Elected and appointed officials shall express any concerns about an employee's performance privately and only to the Town Manager. Elected official may make direct inquiry on Town matters to the Human Resources Director; however, direction by the elected officials to the Human Resources Director shall only be through the Town Manager.
- 3) Elected and appointed officials, acting in their individual capacity, shall not attempt to influence Town staff on making appointments, awarding of contracts, selecting of consultants, processing of development applications, granting of Town licenses and permits or any other administrative functions, unless other required by the Town Charter.
- 4) Elected and appointed officials shall not solicit any kind of political support, including by not limited to financial contributions, displays of posters or lawn signs, or names on support lists from Town staff. Town officers and employees may engage in political activity in accordance with Sec. 104.31, F.S., as may be amended from time to time.

D) Commission Interaction with Appointed Officials. The Town has established citizen boards to assist in the operation of the Town and to allow for community input. Citizens who serve on boards become more involved in government and serve as advisors to the Town commission. They are recognized as a valuable resource to the Town's leadership and shall be treated with appreciation and respect.

- 1) Elected officials attending board meetings shall only express their personal opinions. Any public comments by an elected official at a board meeting shall be clearly made as an individual stating a personal opinion and not as a commission member representing the opinion of the Town Commission.
- 2) The Town Commission appoints individuals to serve on boards, and it is the responsibility of the boards to follow policies established by the Town Commission. Board members do not report to individual commission members

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and commission members shall not threaten Board members with removal if they disagree with a commission member about an issue.

3) Appointment and re-appointment to Town Boards shall be based on such criteria including expertise, ability to work with staff and the public, and a commitment to fulfilling official duties.

4) Board appointments shall not be offered as a political “reward.”

5) Elected officials shall be fair and respectful of all citizens serving on Town Boards.

6) Board members may offer political support to an elected official, but such support shall not occur in a public forum while conducting official Town business. Elected officials may support board members who choose to run for office, but such support shall not occur in a public forum in their capacity as a member of the Town Commission.

E) Enforcement and Penalties. This section is intended to be a self-enforcing expression of the standards of conduct for elected and appointed officials in the Town. All newly elected and appointed officials, all candidates for Town Commission, the Town Manager, the Town Clerk and all applicants to Town boards shall receive a copy of this section. Members entering office shall sign a statement acknowledging that they have read and understand the Code of Conduct, as set forth in this section.

The Town Commission shall have the authority to enforce this section against its own members. In the event that a member of the Town Commission, after being afforded due process, is determined by the commission to have violated this Section, the Town Commission may impose one or more of the following:

1) Oral reprimand,

2) Written reprimand,

3) Public censure,

4) Any other lawful penalty deemed to be reasonable and appropriate by the Town Commission.

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F) Periodic Review. This section shall be reviewed periodically by the Town Commission and updated, as needed.

Section 3. Resolution No. 2020-090, adopted December 9, 2020, is hereby repealed in its entirety.

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.

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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
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS
____ DAY OF _____, 2023.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED _____

GEOFFREY JACOBS _____

MUSFIKA KASHEM _____

WILLIAM R. HODGKINS _____

ERIK MORRISSETTE _____

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Words in underlined type are additions.

ORDINANCE NO. 2023-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY AMENDING DIVISION 3, ENTITLED "MEETINGS;" AMENDING AND CLARIFYING THE PROCEDURE FOR CALLING SPECIAL AND EMERGENCY MEETINGS OF THE TOWN COMMISSION; CREATING SECTION 2-43 TO BE ENTITLED "PARLIAMENTARY PROCEDURE"; ESTABLISHING ROBERT'S RULES OF PROCEDURE AS THE FORMAL PROCEDURE FOR TOWN COMMISSION MEETINGS; CREATING SECTION 2-44, TO BE ENTITLED, "SUPPLEMENTAL TOWN COMMISSION PROCEDURES;" PROVIDING ADDITIONAL PROCEDURES FOR CONDUCTING MEETINGS OF THE TOWN COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park seeks to ensure that meetings of the Town Commission are conducted in an orderly manner with the necessary formality in place to protect the rights and interests of all interested parties; and

WHEREAS, at its special meeting on May 24, 2023, the Town Commission adopted a resolution establishing Robert's Rules of Order as the parliamentary procedures for the Town Commission; and

WHEREAS, the Town Commission now seeks to formally codify Robert's Rules of Order as the parliamentary procedures for Town Commission meetings, and further embrace additional procedures for 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 codifying the Code of Conduct and further enhancing the Code, 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. Chapter 2 of the Town's Code of Ordinances, entitled "Administration," is amended by specifically amending Division 3, entitled "Meetings," as follows:

Division 3 Meetings

Sec. 2-3642. - Date and time for regular meetings.

The Town Commission shall meet for regular meetings on the second Wednesday of each and every month at the hour of 7:00 p.m.; or as soon thereafter as possible. In the event of a holiday, or other special circumstance, the Town Commission, by majority vote, may reschedule, cancel or continue a regular meeting of the Town Commission.

Sec. 2-376. - Requests for special meetings—Application.

Any party requesting a special meeting of the Town Commission shall submit a request in writing to the Town Clerk. make application therefor in writing upon forms to be prepared and made available by the Clerk-Commissioner.

Sec. 2-3738. - Same—Administrative fee.

Any party requesting a special meeting of the Town Commission shall, concurrently with the filing of an application therefor, pay unto the Clerk-Commissioner an administrative fee for such special meeting in the amount of two hundred fifty dollars (\$250.00).

Sec. 2-3839. - Disposition of administrative fees.

All administrative fees paid pursuant to this division shall be deposited in the general revenue fund of the Town.

Sec. 2-~~39~~40. - Refund of administrative fee.

The Town Commission may, in its sole discretion, at any special meeting called pursuant to the provisions of this division, order a refund of the administrative fee paid pursuant to the provisions of this division upon good cause shown therefor by the petitioner.

Sec. 2-410. - Call for special meeting.

(a) Upon the filing of ~~an application~~written request for special meeting of the Town Commission, the Mayor or a majority of the members of the Town Commission may call a special meeting pursuant to a request filed in accordance with the provisions of section 2-367 of this division.

(b) Any Commissioner may call for a special meeting of the Town Commission on the date and time specified by the requesting Commissioner. The Deputy Town Clerk shall contact the remaining commissioners to determine whether they are available to attend the special meeting at the date and time specified. The special meeting shall be scheduled and properly notice in the event the number of commissioners available for the special meeting will constitute a quorum.

Sec. 2-~~41~~42. - Posting of notice.

Notice of any special meeting called pursuant to this division shall be posted at the Town Hall at least forty-eight (48) hours prior to the time for the convening of such special meeting.

Sec. 2-43. Emergency Meetings

Emergency meetings of the Town Commission may be called by the Mayor, the Town Manager or a majority of the Town Commission whenever there is a public emergency affecting life, health, property or the public peace, and whenever practicable, upon no less than twelve (12) hours' notice to each commission member and the public. The Deputy Town Clerk shall contact the remaining members of the commission to determine whether they are available to attend the emergency meeting at the date and time specified. The emergency meeting shall be scheduled and properly noticed in the event the number of commissioners available for the emergency meeting will constitute a quorum.

~~Sec. 2-42. - Date and time for regular meetings.~~

~~The Town Commission shall meet for regular meetings on the second Wednesday of each and every month at the hour of 7:00 p.m.; or as soon thereafter as possible. In the event of a holiday, or other special circumstance,~~

~~the Town Commission, by majority vote, may reschedule, cancel or continue a regular meeting of the Town Commission.~~

Section 3. Chapter 2 of the Town’s Code of Ordinances entitled “Administration,” is amended by specifically amending Article II, entitled “Town Commission,” Section 2-43, to be entitled “Parliamentary Procedures,” and Section 2-44, to be entitled “Supplemental Commission Procedures,” as follows:

Sec. 2-43 Parliamentary Procedure

All meetings of Town Commission shall be governed by Robert’s Rules of Order, Newly Revised, as may be amended from time to time. The Mayor shall make rulings on parliamentary procedure and shall call for all votes incident to requirements set forth in the Town Charter and this Code. The procedures set forth in the Town Code shall supersede Robert’s Rules of Order on any subject specifically addressed to the extent possible; however, on any matters not specifically addressed, Robert’s Rules of Order shall prevail.

Sec. 2-44 Supplemental Commission Procedures

These rules, consistent with the Town Charter and applicable Town ordinance, statute or other legal requirement shall govern the proceedings of the Town Commission.

- 1) Authority of the Chair. Subject to appeal to the full Town Commission, the Mayor shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the Town Commission by ruling any such matter out of order. In so ruling, the Mayor shall be courteous and fair and should presume that the moving party is acting in good faith. Any member of the Town Commission may move to require enforcement of the rules, and the affirmative vote of a majority of the Town Commission shall require the presiding officer to act. A majority vote of the Town Commission may overrule any parliamentary ruling made by the Mayor.
- 2) Mayor to Facilitate Commission Meetings. In the role of facilitator, the Mayor shall assist the Town Commission in focusing agenda discussions and deliberations.
- 3) Commission Deliberation and Order of Speakers. The Mayor has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of their request to speak. With the concurrence of the Mayor, a Commission member holding the floor may address a question to another Commission member and that Commission member may respond while the floor is still held by the Commission member asking the question. A Commission member may opt not to answer a question while another Commission member has the floor.

- 4) Limit Deliberations to the Item at Hand. Commission member shall limit their comments to the subject matter, time or motion being currently considered by the Town Commission.
- 5) Length of Commissioner Comments. Each time a Commission member is given an opportunity to speak on an item on the agenda, the Commission member shall limit their comments on the item to three (3) minutes. Each Commission member shall be given an opportunity to speak on an item before a Commission member is given a second opportunity to do so. The Mayor shall have discretion to grant additional time to members of the Commission to finish their comments on an agenda item.
- 6) Obtaining the Floor. Any member of the Town Commission wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor must recognize any Commission member who seeks the floor when appropriately entitled to do so.
- 7) Motions. Motions may be made by any member of the Town Commission, including the Mayor or the then-presiding officer, provided that before the Mayor or the then-presiding officer offer a motion, the opportunity for making a motion should be offered to other members of the Town Commission. Any member of the Town Commission, other than the person offering the motion, may second a motion.
- 8) Procedures for Motions. The following is the general procedure for making motions:
 - a) Before a motion can be considered or debated, it must be seconded.
 - b) A Commission member who wishes to make a motion should do so through a verbal request to the Mayor.
 - c) A Commission member who wishes to second a motion should do so through a verbal request to the Mayor.
 - d) Once the motion has been properly made and seconded, the Mayor shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Commission member properly recognized by the Mayor.
 - e) Once the matter has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed, provided, however, Commission member may be allowed to explain their vote.
 - f) The motions set forth in Subsection (9) are examples of possible motions. Commission members may word motions in any common manner provided such motions and intended action is clear. The Mayor or then-presiding officer will

confirm that each of the Commission members under the motion prior to calling for a vote on the motion.

- g) When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

9) Examples of Motions.

- a) Motion to Approve or Deny. A motion to approve or deny is a proposal to take specific action. The maker of the motion may state “I move to approve/deny Agenda Item #...” or may state the recommended motion in clear and concise terms.
- b) Motion to Approve with Amendments. A motion to approve a specific action may include amendments recommended by Town staff, another Commission member or the Town Attorney. The maker of the motion may state, “I move to approve Agenda Item #..... with the following amendments...” or may state the recommended motion in clear and concise terms.
- c) Motion to Reconsider. A motion to reconsider indicates that a Commission member wants the Town Commission to reconsider a prior action of the Commission and, if successful, for the Commission to consider taking different action. A motion to reconsider may only be made by a Commission member who voted on the prevailing side of the motion they are seeking to have reconsidered. A motion to reconsider may be made at the same meeting or at the next succeeding meeting following the relevant Commission, provided that the reconsideration request complies with the requirements of Ch. 286, F.S. If the motion to reconsider a prior action is not made at the same meeting, such motion and the related agenda item must be posted on the agenda for the meeting at which the motion is to be reconsidered. If a motion to reconsider fails, the action seeking to be reconsidered remains in effect. If the motion to reconsider passes, then a motion is made for the different action on the item being reconsidered.
- d) Motion to Adjourn. A motion to adjourn is to end a meeting. The maker of the motion may state, “I move to adjourn the meeting.” A motion to adjourn is not required to adjourn a meeting once all business on the meeting agenda is concluded.
- e) Withdrawal of Motion. A withdrawal of a motion indicates a motion may be withdrawn or modified by the Commission member who originally made the motion at any time prior to passage. If a motion is withdrawn the Commission

member who originally made the motion, or another Commission member may then make a motion to be seconded by another Commission member.

10) *Non-observance of Rule.* The procedures set forth in this section are intended to expedite and facilitate the transaction of the business of the Town Commission in an orderly fashion and shall be deemed to be procedural only. The failure of the Town Commission to strictly adhere to any of the rules set forth in this section shall not affect the jurisdiction of, or invalidate any action taken by, the Town Commission.

4)11) *Decorum.* Members of the Town commission, staff members, citizens and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting, and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. No personal, verbal attacks towards any individual by either the Commission staff, citizens or other shall be allowed during any meeting of the Commission. Any persons making impertinent or slanderous remarks or who becomes boisterous or disruptive while addressing the Commission or who otherwise violates the Town's Code of Conduct, as set forth in Sec. 2-16 of the Town's Code of Ordinances, shall, after two (2) warnings, be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission, unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

12) *Town Commission Meeting agenda.*

- a) The Town Manager, or his/her designee shall be responsible for preparing the agenda for all city commission meetings. City staff may request that a matter of business be placed on the agenda provided sufficient notice is provided to the Town Commission and the Town Manager. Unless otherwise provided for in this section, items previously brought before the Town Commission for consideration or for an expression of interest on three (3) occasions, may not be brought forward for reconsideration or expression of interest again before six (6) months have lapsed from the last consideration or expression of interest pertaining to said item, unless a super majority four-fifths ($\frac{4}{5}$) of the Town Commission agrees to reconsider the item. All proposed agenda items shall be delivered to the Town Clerk's office at a minimum of six (6) business days before a city commission meeting.
- b) Members of the Town Commission may submit items for placement on the agenda. All proposed agenda items shall be delivered to the Town Clerk at a minimum of six (6) business days before a Town Commission meeting. These items shall be part of the meeting notice and part of the meeting agenda. No member of the Town Commission may present more than four (4) items at any meetings. Commission members adding items to the agenda must include an agenda cover sheet, fiscal impact of the item, and sufficient back-up to their item to ensure that the public has a reasonable understanding of the item's intent. The

limitations on agenda items herein shall not include proclamations or keys to the Town.

- c) It is the responsibility of the Town Clerk to compile and deliver the agenda and all supporting documentation under the general supervision and direction of the Town Manager. All members of the Town organization are encouraged to cooperate with the clerk in making the agenda complete and accurate. Pursuant to F.S. Ch. 286, as amended from time to time, additional items may only be added to the agenda under exigent circumstances to protect to life, health, safety and welfare of the citizens and residents of the Town. The Town Manager may request additional time to study an item not included on the agenda but presented for action at the meeting.

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.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____
WILLIAM R. HODGKINS	_____
ERIK MORRISSETTE	_____

ORDINANCE NO. 2023-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 19 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PERSONNEL;" AMENDING ARTICLE I, ENTITLED "IN GENERAL" BY CREATING SECTION 19-1, TO BE ENTITLED "ADOPTION OF PERSONNEL POLICIES AND PROCEDURES MANUAL"; ADOPTING AND INCORPORATING THE TOWN'S PERSONNEL POLICIES AND PROCEDURES MANUAL BY REFERENCE IN THE TOWN'S CODE OF ORDINANCES; DELETING CONFLICTING PROVISIONS OF CHAPTER 19 OF THE TOWN CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park seeks adopt and codify the Town's personnel policies and procedures manual in the Town's Code of Ordinances; and

WHEREAS, the Town Commission seeks to further repeal and eliminate any conflicting personnel policies and procedures from the Town's Code of Ordinances; and

WHEREAS, the Town Commission has conducted a public hearing and considered the input of the public; and

WHEREAS, the Town Commission finds that codifying the Code of Conduct and further enhancing the Code, 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. Chapter 19 of the Town's Code of Ordinances entitled "Personnel," is amended by specifically amending Article I, entitled "In General," by creating Section 1-19, to be 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.

DIVISION 2. -- SICK LEAVE, VACATIONS AND HOLIDAYS

Sec. 19-26. -- Official holidays.

The following days are recognized as official holidays for officers and employees of the Town:

New Year's Day;

President's Day;

Independence Day;

Memorial Day;

Labor Day;

Columbus Day;

Veteran's Day;

Thanksgiving Day;

Friday following Thanksgiving Day;

Christmas Day;

One (1) Personal Day;

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~~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 who take unpaid leave time before or after a holiday shall not be eligible for holiday pay. Any officer or employee required to work on a holiday shall be compensated for the time by accruing compensatory time at the rate of one (1) compensatory day for each holiday worked. If an officer or employee is on authorized leave when a holiday occurs, that holiday shall not be charged against such officer's or employee's leave. Authorized leave in this instance shall include both vacation time and in injury time resulting from an injury which occurred in the course of the official duties of an officer or employee on behalf of the Town.~~

~~Sec. 19-27. -- Vacation time.~~

~~(a) Vacation time for officers and employees with less than forty-eight (48) months of continuous service with the Town shall accrue at the rate of 1.538 hours for each forty-hour work week that such officer or employee shall complete on behalf of the Town.~~

~~(b) Vacation time for officers and employees with forty-eight (48) months or more of continuous service with the Town shall accrue at the rate of 2.307 hours for each forty-hour work week that such officer or employee shall complete on behalf of the Town.~~

~~(c) In the computation of vacation time for officers and employees of the Fire Department, the computation shall be based upon each fifty-two-hour work week that the officer or employee of the Fire Department shall complete on behalf of the Town.~~

~~(d) In computing the forty-hour work week for all officers and employees of the Town, except officers and employees of the Fire Department wherein the computation will be based upon a fifty-two-hour work week, absences from regular duties or employment while on authorized sick leave pursuant to the provisions of this article or while recovering from an injury which occurred in the course of the performance of official duties by an officer or employee on behalf of the Town or while on vacation or special vacation time accrued under the provisions of this article or while utilizing compensatory time earned pursuant to the provisions of this article shall be counted and included as time spent on duty or in employment.~~

~~(e) 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.~~

~~(f) 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.~~

~~(g) Upon the termination of service to the Town by any officer or employee or upon the death of any officer or employee, such officer or employee or his or her beneficiary shall be entitled~~

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~~to a lump-sum payment for all vacation time accrued and due as of the date of termination or death.~~

~~(h) 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.~~

~~(i) 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.~~

~~Sec. 19-28. -- Overtime.~~

~~(a) Overtime is defined as time worked in excess of forty (40) hours on any work week, except in the case of officers and employees of the Fire Department, wherein overtime is defined as time worked in excess of fifty-two (52) hours on any work week.~~

~~(b) Every officer or employee who shall work overtime shall be entitled to either payment at the rate of one and one-half (1½) hours of salary for each hour or portion thereof worked or compensatory time therefor in the amount of one (1) hour for each hour or portion thereof worked. Compensatory time must be taken within the two (2) pay periods immediately following the accrual of compensatory time or the compensatory time shall be disallowed. Compensatory time is taken by time off from regularly scheduled work with the prior approval of the department head of the officer or employee involved.~~

~~Sec. 19-29. -- Sick leave.~~

~~(a) Officers or employees of the Town shall accrue sick leave time at the rate of one (1) day for each month of continuous service with the Town provided the individual is a full-time regular officer or employee.~~

~~(b) Sick leave time shall not be utilized by an officer or an employee for purposes other than illness or disability.~~

~~(c) Any officer or employee, while on sick leave, shall continue to receive the benefits to which such officer or employee would be entitled had such officer or employee been performing his or her normal duties.~~

~~(d) Any officer or employee shall be entitled to convert one-fourth of each year's accrued but unused sick leave time to special vacation time. Such special vacation time, once so converted, which conversion must be in writing, shall be taken within the following year or it shall thereafter be disallowed.~~

~~(e) Every officer or employee, or his or her beneficiary in the event of the death of the officer or employee, upon termination for whatever reason, or upon death, shall be entitled to receive payment for accrued sick leave up to a maximum payment of five hundred dollars (\$500.00).~~

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~~(f) 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.~~

~~(g) 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.~~

~~(h) 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.~~

~~Sec. 19-30. -- Provisions of collective bargaining contracts or agreements.~~

~~If an officer or employee of the Town is a member of any officer or employee group that is a party to a collective bargaining contract or agreement with the Town and the terms of the contract or agreement are in conflict with the provisions of this article, then the provisions as contained in the collective bargaining contract or agreement shall control.~~

~~Secs. 19-31 -- 19-45. -- Reserved.~~

~~DIVISION 3. -- INSURANCE~~

~~Sec. 19-46. -- Dental coverage for employees not on regular insurance plan.~~

~~Effective February 2, 1981, every officer or employee of the Town who is eligible for enrollment in the medical, hospitalization and dental insurance benefit program of the Town and who elects to decline to participate in the program shall be entitled to reimbursement for all dental expenses incurred by such officer or employee and/or members of the immediate family of such officer or employee in an amount that shall not exceed a total of one thousand dollars (\$1,000.00) during each fiscal year of the Town.~~

~~Sec. 19-47. -- Determination of members of an employee's immediate family.~~

~~Effective February 2, 1981, members of the immediate family of an officer or employee of the Town for the purpose of this division are defined as relatives listed as dependents on the most recent United States income tax return filed by such officer or employee.~~

~~Sec. 19-48. -- Methods of payment of claims.~~

~~Effective February 2, 1981, payments due under the provisions of this division shall be made directly to the dentist or dental office providing the dental service for which reimbursement is~~

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provided hereunder, upon the presentation of the statement or invoice for the services rendered within fifteen (15) days of the presentation of the statement or invoice or in the alternative directly to the officer or employee receiving the dental service for himself or his or her dependent upon the presentation of a receipt for the payment of the dental services for which reimbursement is sought.

~~Sec. 19-49. -- Health insurance for former Town Commissioners.~~

~~(a) All former Town Commissioners who have served a minimum of four (4) years on the Town Commission are entitled to participate in the Town's health insurance plan with the Town's health insurance provider under the same terms and conditions available to Town employees.~~

~~(b) The former Town Commissioners who choose to obtain health insurance coverage from the Town's health insurance provider shall pay all of the expenses of their health insurance coverage, including premiums, deductibles, and related expenses. The Town shall not incur any expenses for the health insurance coverage for the former Town Commissioners.~~

~~(c) All former Town Commissioners who choose to obtain health insurance coverage from the Town's health insurance provider may include their family members in their health insurance coverage, at the former Town Commissioners' sole expense.~~

~~Secs. 19-49 -- 19-60. -- Reserved.~~

~~DIVISION 4. -- OLD AGE AND SURVIVORS INSURANCE~~

~~Sec. 19-61. -- Availability to employees.~~

~~It is hereby declared to be the policy and purpose of the Town to extend effective as of January 1, 1963, to the employees and officials thereof, not excluded by law, nor excepted in this division, the benefits of the system of Old Age and Survivors Insurance as authorized by the Federal Social Security Act and amendments thereto, and by F.S. chapter 650 and to cover by such plan all services which constitute employment as defined in F.S. section 650.02 performed in the employ of the Town by employees and officials thereof, except:~~

- ~~(1) Those whose service is of an emergency nature;~~
- ~~(2) Those whose service is in any class or classes of elective positions;~~
- ~~(3) Those whose service is in any class or classes of part-time positions;~~
- ~~(4) Those whose service is in any class or classes of positions the compensation for which is on a fee basis.~~

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~~Sec. 19-62. -- Exclusions.~~

~~There is hereby excluded from this division any authority to include in any agreement entered into under section 19-63 any service, position, employee or official now covered by or eligible to be covered by an existing retirement system.~~

~~Sec. 19-63. -- Administration of plan.~~

~~The Mayor and Clerk-Commissioner are hereby authorized and directed to execute all necessary agreements and amendments thereto with the appropriate state agency, for the purpose of extending the benefits provided by the system of Old Age and Survivors Insurance to the employees and officials of this Town as provided in sections 19-61 and 19-62, which agreement shall provide for such methods of administration of the plan by the Town as are found by the state agency to be necessary and proper, and shall be effective with respect to services in employment covered by such agreement performed on and after January 1, 1963.~~

~~Sec. 19-64. -- Withholdings; payment to proper agency.~~

~~Withholdings from salaries, wages or other compensation of employees and officials for the purpose provided in section 19-61 are hereby authorized to be made, and shall be made, in the amounts and at such times as may be required by applicable state or federal laws or regulations, and shall be paid over to the state agency designated by such laws or regulations to receive such amounts.~~

~~Sec. 19-65. -- Employer contributions.~~

~~There shall be appropriated from available funds derived from the general revenue funds such amounts at such times as may be required to pay promptly the contributions and assessments required of the Town as employer by applicable state or federal laws or regulations, which shall be paid over to the lawfully designated state agency at the times and in the manner provided by law and regulation.~~

~~Sec. 19-66. -- Records, reports.~~

~~The Town shall keep such records and make such reports as may be required by applicable state or federal laws or regulations, and shall adhere to the regulations of the state agency.~~

~~Sec. 19-67. -- Adoption of Social Security Act, Title II.~~

~~The Town does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges and other conditions thereunto appertaining, of Title II of the Social Security Act as amended, for and on behalf of all officers and employees of its departments and agencies to be covered under the agreement.~~

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~~Sec. 19-68. -- Custodian of funds, withholding and reporting agent designated.~~

~~The Clerk-Commissioner of the Town is hereby designated the custodian of all sums withheld from the compensation of officers and employees and of the appropriated funds for the contribution of the Town, and the Clerk-Commissioner is hereby made the withholding and reporting agent and charged with the duty of maintaining personnel records for the purposes of this division.~~

~~Secs. 19-69 -- 19-80. -- Reserved.~~

~~ARTICLE III. -- PROBATION PERIOD~~

~~Sec. 19-81. -- Required; exceptions.~~

~~All employees of the Town including but not limited to employees in the Fire Department, but excluding department heads and officers and employees who serve at the pleasure of the Commission, shall upon their being initially hired or employed be designated and considered as probationary employees.~~

~~Sec. 19-82. -- Term.~~

~~For employees and/or officers of the Fire Department the term of the probationary period of employment shall be twelve (12) months beginning with the date of their first employment by the Town. For all other employees the term of the probationary period of employment shall be six (6) months beginning with the date of their first employment by the Town.~~

~~Sec. 19-83. -- Suspensions, terminations -- Without cause or hearing.~~

~~During the period of an employee's or officer's probationary employment, such employee or officer may be terminated or suspended by the employee's or officer's department head or by the Town Commission without the necessity or requirement of showing cause for termination or suspension and without the requirement of providing a hearing on the termination or suspension. Suspension may be with or without pay or at a reduced rate of pay to be determined by the suspending authority.~~

~~Sec. 19-84. -- Same -- Filing of notice with Clerk-Commissioner.~~

~~Any suspension or termination effected pursuant to the provisions of this article shall be accomplished by giving written notice of the termination or suspension to the officer or employee so terminated or suspended and filing a copy of such notice with the Clerk-Commissioner of the Town.~~

{00565250.1 3399-0000000 }

~~Sec. 19-85. -- Applicability.~~

~~The provisions of this article shall apply to all employees or officers of the Town employed subsequent to the effective date of the ordinance from which this division was derived and to all officers and employees presently employed that have not yet been so employed for a period of twelve (12) months if such employees or officers are employed in the Fire Department and to those other employees or officers who have not been so employed for a period of six (6) months.~~

~~Secs. 19-86 -- 19-100. -- Reserved.~~

~~ARTICLE IV. -- CLASSIFICATION AND PAY PLAN~~

~~Sec. 19-101. -- Adopted.~~

~~The position classification and pay plan for the Town prepared through the State Department of Community Affairs, Division of Local Resource Management, under an intergovernmental act grant, be and the same is hereby approved and adopted by the Town. A copy of the position classification and pay plan is on file in the Town Clerk's office and incorporated herein as fully as if set forth verbatim.~~

Section 3. 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 4. 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 5. 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

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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 6. This Ordinance shall become effective upon passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF _____, 2023.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF _____, 2023.

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
ERIK MORRISSETTE	_____
WILLIAM R. HODGKINS	_____
MUSFIKA KASHEM	_____
GEOFFREY JACOBS	_____

{00565250.1 3399-0000000 }

AGENDA ITEM REPORT



To:

Subject: Surplus equipment

Meeting: 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The Public Services Division has a 1999 bush hog that is inoperable. We would like to surplus this equipment in an effort to clear up the back shed area.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[Memo 07 2023](#)

[Image-5](#)

Memo

To: Town Commission
J.C. Jimenez, Town Manager
Aleem Ghany, Public Services Director

From: Stephanie Woodbury, Executive Assistant, Public Services

cc: Christian Noel, Finance Department

Date: July 6, 2023

Re: Salvage Equipment

The Public Works Department a 1999 bush hog that is inoperable and well beyond its useful life and needs to be disposed of. I am therefore recommending that the following equipment be declared salvage and disposed of.

Massey Ferguson	Serial # 9681J08219	Year of purchase: 1999	Purchase amount: \$12,320.00
-----------------	---------------------	---------------------------	---------------------------------

Pictures are attached.



AGENDA ITEM REPORT



To:

Subject: Portable Pump repair - emergency repairs

Meeting: 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

FINANCIAL IMPACT:

Total costs:\$21,546.00

RECOMMENDATION:

The purchase order has been issued as an emergency to diagnose the issue. o

ATTACHMENTS:

[12 in CT Town of Pembroke Park With Install Revised](#)



Date 06/22/23

Customer Town of Pembroke Park
3150 SW 52 Ave
Pembroke Park, FL 33023
Project Temp Pump Bypass
TBD

Contact Rob
Phone 954-275-2906
Email Swoodburry@tppl.gov
Term 4 Week
PO:

Qty	Item	Day	Week	4 Week	4 Week
1	CT012 12" Silent Partner Primerite Pump	\$741.67	\$1,483.33	\$4,450.00	\$4,450.00
1	50' Float Set	\$25.00	\$50.00	\$150.00	\$150.00
Rental Total				\$4,600.00	

Services	Item	Price	Total	
2	Initial Install	\$3,250.00	\$6,500.00	estimate
2	Initial Deinstall	\$3,250.00	\$6,500.00	estimate
4	Large Forklift Per Day	\$2,150.00	\$8,600.00	estimate
2	Forklift Delivery	\$350.00	\$700.00	estimate
2	Forklift Pickup	\$350.00	\$700.00	estimate
1	Delivery	\$200.00	\$200.00	estimate
1	Pickup	\$200.00	\$200.00	estimate
Services Total			\$16,900.00	

Subtotal \$21,500.00

Env. Fee \$46.00

Estimated Tax \$-00

Estimated Total* \$21,546.00

*This is an estimate. Actual site conditions can vary which may effect the final pricing.

Customer Responsibilities:

Point of discharge.

Fueling, unless otherwise noted by contractor.

Power source, materials and labor for electric units.

Heavy equipment for loading , unloading, set up and tear down of equipment (U.O.N)

Discharge Permit and fees.

Monitoring of Dewatering Equipment

Ballast Rock for turbidity control and stability if needed.

Cleaning of sediment tank/s

AGENDA ITEM REPORT



To:

Subject: Emergency debris removal - contract renewal

Meeting: 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

We currently have contracts with Ceres Environmental, Custom Tree Care, DRC Emergency Services, and TFR Enterprise for emergency debris removal. The contracts will expire September 30th. In case of any emergency Public Services would like to have these contracts renewed.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[Second Amendment \(Disaster Debris Removal - Ceres Environmental\) \(00571116xC4B6A\)](#)
[Second Amendment \(Disaster Debris Removal - Custom Tree Care\) \(00571109xC4B6A\)](#)
[Second Amendment \(Disaster Debris Removal - DRC Emergency Services\) \(00571117xC4B6A\)](#)
[Second Amendment \(Disaster Debris Removal - TFR Enterprises\) \(00571113xC4B6A\)](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Jul 06 2023
Roy Brown, Finance & Budget Director	Approved - Jul 06 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Jul 06 2023
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None

SECOND AMENDMENT TO DISASTER DEBRIS REMOVAL AGREEMENT

THIS FIRST AMENDMENT is dated the _____ day of _____, **2023**, by and between:

THE TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida with a business address of **3150 SW 52nd Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")

and

CERES ENVIRONMENTAL SERVICES, INC. a corporation authorized to do business in the State of Florida, with a business address of **6968 Professional Parkway East, Sarasota, FL 34240**, (hereinafter referred to as the "CONTRACTOR"). TOWN and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on or about December 13, 2019, the TOWN and CONTRACTOR entered into an Agreement ("Original Agreement") pursuant to Request for Proposals No. 19-02 whereby CONTRACTOR agreed to provide certain disaster debris removal and disposal services to the Town; and

WHEREAS, on or about October 1, 2022, the Parties entered into the First Renewal to the Original Agreement, thereby extending the term for one (1) year, from October 1, 2022 through September 30, 2023; and

WHEREAS, the Parties now seek to enter into the second and final renewal term, commencing on October 1, 2023 and terminating on September 30, 2024; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference. The Original Agreement, along with all exhibits, is attached hereto as Exhibit "A" and expressly made a part hereon. The First Renewal is attached hereto as Exhibit "B" and expressly made a part hereof.

SECTION 2. The Parties agree to extend the term of the Original Agreement for the second and final renewal term, commencing on October 1, 2023 and terminating on September 30, 2024.

SECTION 3. The Town of Pembroke Park is a public agency subject to Chapter 119,

{00571116.1 3399-0000000 }

Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

- 3.1 Keep and maintain public records required by the Town to perform the service;
- 3.2 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;
- 3.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the Town, unless otherwise required by law; and
- 3.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the Town, at no cost to the Town, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR 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.

The failure of CONTRACTOR 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 CONTRACTOR with at least thirty (30) days prior, provided, however, that CONTRACTOR will be given the opportunity to cure the breach within said period of time.

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:

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppfl.gov**

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or 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,

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submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 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

4.2 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:

4.2.1 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

4.2.2 Is engaged in business operations in Syria.

SECTION 5. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section:

5.1.1 “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 CONTRACTOR or consultant.

5.1.2 “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.

5.1.3 “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.

5.2 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:

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

5.2.2 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

5.2.3 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.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment and the Original Agreement, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The terms and conditions of the Original Agreement and First Amendment shall remain in full force and effect, except as specifically amended herein.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

TOWN OF PEMBROKE PARK:

ATTEST:

MARLEN MARTEL,
TOWN CLERK

BY: _____
J.C. JIMENEZ
TOWN MANAGER

APPROVED AS TO FORM.

JACOB G. HOROWITZ
INTERIM TOWN ATTORNEY

CERES ENVIRONMENTAL SERVICES, INC:

Sign: _____

Print Name: _____

Title: _____

SECOND AMENDMENT TO DISASTER DEBRIS REMOVAL AGREEMENT

THIS FIRST AMENDMENT is dated the _____ day of _____, **2023**, by and between:

THE TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida with a business address of **3150 SW 52nd Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")

and

CUSTOM TREE CARE, an business authorized to do business in the State of Florida, with a business address of **6021 SW 29th Street, PMB #130 Topeka, KS 66614**, (hereinafter referred to as the "CONTRACTOR"). TOWN and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, on or about December 13, 2019, the TOWN and CONTRACTOR entered into an Agreement ("Original Agreement") pursuant to Request for Proposals No. 19-02 whereby CONTRACTOR agreed to provide certain disaster debris removal and disposal services to the Town; and

WHEREAS, on or about October 1, 2022, the Parties entered into the First Renewal to the Original Agreement, thereby extending the term for one (1) year, from October 1, 2022 through September 30, 2023; and

WHEREAS, the Parties now seek to enter into the second and final renewal term, commencing on October 1, 2023 and terminating on September 30, 2024; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference. The Original Agreement, along with all exhibits, is attached hereto as Exhibit "A" and expressly made a part hereon. The First Renewal is attached hereto as Exhibit "B" and expressly made a part hereof.

SECTION 2. The Parties agree to extend the term of the Original Agreement for the second and final renewal term, commencing on October 1, 2023 and terminating on September 30, 2024.

SECTION 3. The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically,

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CONTRACTOR shall:

- 3.1 Keep and maintain public records required by the Town to perform the service;
- 3.2 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;
- 3.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the Town, unless otherwise required by law; and
- 3.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the Town, at no cost to the Town, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR 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.

The failure of CONTRACTOR 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 CONTRACTOR with at least thirty (30) days prior, provided, however, that CONTRACTOR will be given the opportunity to cure the breach within said period of time.

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:

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(954) 966-4600 #234
townclerk@tppfl.gov**

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or 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

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for goods or services of:

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4.2 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:

4.2.1 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

4.2.2 Is engaged in business operations in Syria.

SECTION 5. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section:

5.1.1 “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 CONTRACTOR or consultant.

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5.1.3 “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.

5.2 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:

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

5.2.2 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

5.2.3 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.

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TOWN OF PEMBROKE PARK:

ATTEST:

MARLEN MARTEL,
TOWN CLERK

BY: _____
J.C. JIMENEZ
TOWN MANAGER

APPROVED AS TO FORM.

JACOB G. HOROWITZ
INTERIM TOWN ATTORNEY

CUSTOM TREE CARE:

Sign: _____

Print Name: _____

Title: _____

SECOND AMENDMENT TO DISASTER DEBRIS REMOVAL AGREEMENT

THIS FIRST AMENDMENT is dated the _____ day of _____, **2023**, by and between:

THE TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida with a business address of **3150 SW 52nd Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")

and

DRC EMERGENCY SERVICES, LLC, a limited liability company authorized to do business in the State of Florida, with a business address of **6702 Broadway Street, Galveston, TX 77554** (hereinafter referred to as the "CONTRACTOR"). TOWN and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, on or about December 13, 2019, the TOWN and CONTRACTOR entered into an Agreement ("Original Agreement") pursuant to Request for Proposals No. 19-02 whereby CONTRACTOR agreed to provide certain disaster debris removal and disposal services to the Town; and

WHEREAS, on or about October 1, 2022, the Parties entered into the First Renewal to the Original Agreement, thereby extending the term for one (1) year, from October 1, 2022 through September 30, 2023; and

WHEREAS, the Parties now seek to enter into the second and final renewal term, commencing on October 1, 2023 and terminating on September 30, 2024; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

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SECTION 2. The Parties agree to extend the term of the Original Agreement for the second and final renewal term, commencing on October 1, 2023 and terminating on September 30, 2024.

SECTION 3. The Town of Pembroke Park is a public agency subject to Chapter 119,

{00571117.1 3399-0000000 }

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submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 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

4.2 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:

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SECTION 5. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section:

5.1.1 “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 CONTRACTOR or consultant.

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5.1.3 “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.

5.2 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:

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

5.2.2 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

5.2.3 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.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment and the Original Agreement, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The terms and conditions of the Original Agreement and First Amendment shall remain in full force and effect, except as specifically amended herein.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

TOWN OF PEMBROKE PARK:

ATTEST:

MARLEN MARTEL,
TOWN CLERK

BY: _____
J.C. JIMENEZ
TOWN MANAGER

APPROVED AS TO FORM.

JACOB G. HOROWITZ
INTERIM TOWN ATTORNEY

DRC EMERGENCY SERVICES, LLC:

Sign: _____

Print Name: _____

Title: _____

SECOND AMENDMENT TO DISASTER DEBRIS REMOVAL AGREEMENT

THIS FIRST AMENDMENT is dated the _____ day of _____, **2023**, by and between:

THE TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida with a business address of **3150 SW 52nd Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")

and

TFR ENTERPRISES, INC. a corporation authorized to do business in the State of Florida, with a business address of **601 Leander Drive, Leander, TX 78641**, (hereinafter referred to as the "CONTRACTOR"). TOWN and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on or about December 12, 2019, the TOWN and CONTRACTOR entered into an Agreement ("Original Agreement") pursuant to Request for Proposals No. 19-02 whereby CONTRACTOR agreed to provide certain disaster debris removal and disposal services to the Town; and

WHEREAS, on or about October 1, 2022, the Parties entered into the First Renewal to the Original Agreement, thereby extending the term for one (1) year, from October 1, 2022 through September 30, 2023; and

WHEREAS, the Parties now seek to enter into the second and final renewal term, commencing on October 1, 2023 and terminating on September 30, 2024; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference. The Original Agreement, along with all exhibits, is attached hereto as Exhibit "A" and expressly made a part hereon. The First Renewal is attached hereto as Exhibit "B" and expressly made a part hereof.

SECTION 2. The Parties agree to extend the term of the Original Agreement for the second and final renewal term, commencing on October 1, 2023 and terminating on September 30, 2024.

SECTION 3. The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically,

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CONTRACTOR shall:

- 3.1 Keep and maintain public records required by the Town to perform the service;
- 3.2 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;
- 3.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the Town, unless otherwise required by law; and
- 3.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the Town, at no cost to the Town, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR 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.

The failure of CONTRACTOR 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 CONTRACTOR with at least thirty (30) days prior, provided, however, that CONTRACTOR will be given the opportunity to cure the breach within said period of time.

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:

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppfl.gov**

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or 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

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for goods or services of:

4.1 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

4.2 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:

4.2.1 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

4.2.2 Is engaged in business operations in Syria.

SECTION 5. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section:

5.1.1 “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 CONTRACTOR or consultant.

5.1.2 “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.

5.1.3 “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.

5.2 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:

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

5.2.2 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

5.2.3 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.

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ATTEST:

MARLEN MARTEL,
TOWN CLERK

BY: _____
J.C. JIMENEZ
TOWN MANAGER

APPROVED AS TO FORM.

JACOB G. HOROWITZ
INTERIM TOWN ATTORNEY

TFR ENTERPRISES, INC:

Sign: _____

Print Name: _____

Title: _____

AGENDA ITEM REPORT

**To:****Subject:** S.W. 30th Avenue Septic to Sewer**Meeting:** 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023**Department:** Public Works**Staff Contact:** Aleem Ghany, Public Services Director**BACKGROUND INFORMATION:**

This proposal is for the engineering design of the septic to sewer project for S.W. 30th Avenue. This is the only basin in the Town that is on septic and is prone to flooding. Being a commercial/entertainment district this also prohibits economic development. The Town has a continuing services agreement with Keith & Associates for civil engineering.

FINANCIAL IMPACT:

Total costs: \$336,700.00

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[SW 30th Avenue Septic to Sewer - Pembroke Park Proposal 6.23.2023](#)

[Keith and Associates Executed Agreement Contract 51818](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Jul 06 2023
Roy Brown, Finance & Budget Director	Approved - Jul 06 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Jul 06 2023
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



AGREEMENT FOR PROFESSIONAL SERVICES

June 23, 2023

Aleem Ghany, PE
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Phone: (954) 466 – 4600
E-mail: aghany@tppfl.gov

Project Name: SW 30th Avenue Sanitary
Sewer Improvement
Project Location: SW 30th Avenue between
Hallandale Beach Boulevard &
Pembroke Road
KEITH Project Number: 12875.M5

Dear Mr. Ghany:

In accordance with your request and pursuant to our Master Agreement to provide Professional General Engineering Consulting Services to the Town of Pembroke Park, as provided by Town's Agreement, this agreement between Keith and Associates, Inc. dba KEITH ("CONSULTANT"), and the Town of Pembroke Park ("CLIENT") for Engineering Consultant services is submitted for your consideration and approval. All the terms and conditions of the Master Agreement apply to this Work Authorization.

PROJECT UNDERSTANDING

The CLIENT has requested that KEITH assist in the development of SW 30th Avenue Septic to Sewer Improvements. The PROJECT SITE is located along SW 30th Avenue between Hallandale Beach Boulevard and Pembroke Road.

KEITH will be responsible for the following disciplines: Survey, Topographic Survey, Subsurface Utility Engineering (SUE), and Civil Engineering Services. The scope of work is specifically described on the following pages and does not include work by other necessary disciplines unless specifically noted in the contract. For this project KEITH has included Geotechnical Engineering and Electrical Engineering Design Services. KEITH has identified the following agencies that will require coordination, submittals and or permitting throughout the project: Town of Pembroke Park, Broward County Resilient Environment Department (BCRED), Broward County Water & Wastewater Services (BCWWS), Florida Department of Environmental Protection (FDEP), and Broward County Traffic Engineering Division (BCTED). If additional agency coordination is required, this will be included as a contract addendum.

Pursuant to conversations with the Town of Pembroke Park, the project will consist of the design of approximately 3,600 LF of 8-inch gravity Sewer System, 3,769 LF of sanitary sewer force main and one (1) public Pump Station.

The sanitary sewer and pump station design will be in accordance with the recommendation of the Sanitary Sewer Route Study Report performed by KEITH and approved by the Town on December 14 2021.

www.KEITHteam.com

Pompano Beach (HQ) • Fort Lauderdale • Miami • West Palm Beach • Orlando

II. Recommendations

After several conversations with Town staff on the Town's vision for this area, careful evaluation of available information on the Town's existing Sanitary Sewer system (including as-builts, atlas maps and WaterCAD models), assessment of the system once the proposed additional sewer flows added to the model and development of conceptual plans for the two proposed pipe route/alignment scenarios; KEITH considers **Scenario One** to be the more feasible and cost-effective solution for the following reasons:

1. Scenario One has a lower estimated construction cost than Scenario Two.
2. Scenario One utilizes existing Town right-of-ways and an existing 10-ft Utility Easement through private property, and avoiding completing improvements within FDOT's right-of-way (Pembroke Road / SR 824) as required on Scenario #2. Any work within FDOT's right-of-way (Pembroke Road / SR 824) would require:
 - a. Permit/plan approvals through FDOT which would present about three more months in permit processing time.
 - b. The Town would need to maintain an active Utility Permit with FDOT for their new force main within FDOT's right-of-way.
 - c. FDOT would require the Town and their contractor to meet their construction requirements (including a very detailed Maintenance of Traffic (MOT) Plan) which will likely delay construction of the project and increase construction cost.

It is anticipated that the new Pump Station location will be within the right of way of the Town. If an easement is required, KEITH will be pleased to provide additional services under a separate agreement.

The CLIENT is responsible for providing the forcemain connection pressures. KEITH has not included any potential scope of work with other additional infrastructure or roadway improvements needed along SW 30th Avenue. Any additional infrastructure or roadway improvements that may result as a part of this project will be considered as additional service and contracted, if necessary, through an addendum to this agreement. KEITH will work to identify any potential stormwater improvements as early as possible for the CLIENT/OWNER review.



Project Areas – Site Map



Pump Station Location:



PROJECT SCOPE

KEITH will provide the below services to assist the CLIENT and Project Team

☒ **Survey**

- ☐ ALTA/NSPS
- ☒ Topography
- ☐ Boundary
- ☐ Tree
- ☒ Sketch and Description
- ☐ Construction Layout
- ☐ Construction As-Built
- ☐ Other_____

☒ **SUE**

- ☐ Horizontal Designation
- ☒ Location Services
- ☐ Utility Mapping
- ☐ Records Research
- ☐ Other_____

☐ **Planning Services**

- ☐ Due Diligence
- ☐ Platting
- ☐ Rezoning
- ☐ Conditional Use Permit
- ☐ Right of Way Vacation
- ☐ Site Plan Processing and Coordination
- ☐ Site Plan / Project Coordination
- ☐ Other_____

☒ **Civil Engineering Services**

- ☐ Paving, Grading and Drainage
- ☐ Water Distribution
- ☒ Sanitary Sewer
- ☒ Erosion Control Plan
- ☒ Engineering Permitting

☐ **Transportation Engineering Services**

- ☐ Major Roadway
- ☐ Minor Roadway
- ☐ Drainage
- ☐ Maintenance of Traffic Plans
- ☐ Quality Control
- ☐ Other_____

☐ **Traffic Engineering Services**

- ☐ Traffic Impact Study
- ☐ Traffic Impact Statement
- ☐ Parking Study
- ☐ Pavement Marking and Signage
- ☐ Signalization
- ☐ Roadway Lighting
- ☐ Other_____

☐ **Landscape Architecture Services**

- ☐ Hardscape and Paving
- ☐ Fine Grading
- ☐ Landscape
- ☐ Irrigation
- ☐ Site Lighting
- ☐ Pools or Water Features
- ☐ Specialty Features
- ☐ Tree Inventory & Analysis
- ☐ Other_____

☐ **Construction/Program Management Services**

- ☐ Permitting
- ☐ Bidding Assistance
- ☐ Building Permit Coordination
- ☐ Construction Observation
- ☐ Construction Certification
- ☐ Other_____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.



DESCRIPTION OF SERVICES AND DELIVERABLES

MEETINGS AND COORDINATION

Task 001 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 Town Engineering, Public Works and Utility representatives, and coordinate with applicable State and County Agencies required for final permit submittals.

KEITH will prepare for and attend 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 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 101 Topographic Survey

KEITH will prepare a Topographic Survey of the site. Survey will show the right-of-way lines (from the Broward County Property Appraiser's GIS database) together with surface improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. 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 102 Title Search Services (Optional)

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

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

Task 103 Sketch & Description for Easement (Optional)

When determined to be required, KEITH will prepare a sketch and description for the easement of the proposed pump station.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

Task 201 Location Services

KEITH will perform up to (40) test holes 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 coordinates, depth of cover, type, size, and material if applicable. There is a four (4) test hole minimum for location services.



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.

PLANNING SERVICES

Planning Services such as Site Plan Preparation / Processing / Rezoning / Right-of-Ways and/or Easement Vacations / Plat Determination, Plat Processing and/or Plat Note Amendment and other Entitlements are not included in this Scope of Work. If required, KEITH will be pleased to provide additional services under a separate agreement.

CIVIL ENGINEERING SERVICES

Task 401 Preliminary Engineering / Schematic Design (SD) / Site Plan / DRC

Preliminary Civil Engineering Design Plans

The Preliminary Plans are for regulatory agency Schematic Design review and approval.

KEITH will research existing available records for the project and prepare preliminary civil engineering plans for the infrastructure improvements to support the processing of the site plan layout for the Project. The preliminary civil engineering plans will be prepared in accordance with the CLIENT and regulatory agency requirements and will include Water and Sewer System adjustments and services.

The preliminary engineering plan will include available existing utility information collected from various sources (Government Agencies, Utility providers etc.). This preliminary utility information will be relied upon by KEITH in the preliminary design phase. Final design will require additional survey and Subsurface Utility investigation to verify the preliminary information supplied to or obtained by KEITH. KEITH will utilize a topographic survey and site plan supplied by the CLIENT, either as identified elsewhere in this agreement or from the CLIENT's other Consultant / Surveyor, as a base for the preliminary civil plans.

Preliminary sanitary sewer will be performed to address the impacts of the proposed development relating to the requirements of the site plan submission. One preliminary engineering plan will be prepared based on the supplied site plan design. Additional preliminary engineering plans required due to no fault or change by KEITH will be considered as additional scope and performed at an additional fee negotiated between KEITH and the CLIENT.

The plans will contain the location of the proposed site lighting as designed by the Client's other Consultants. This proposal does not include the design of the site or roadway lighting system(s).

KEITH will coordinate with the CLIENT in the preparation of plans to avoid conflicts between disciplines.

Deliverables

1. Preliminary Design Plans.
2. Preliminary Sewer Calculations as required.

Task 402 Construction Documents (CD) – Final Engineering

Pavement Marking & Signing Plans

KEITH 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.



Water Distribution and Sanitary Sewer Plans

KEITH will prepare combined water distribution and sanitary sewer system plans to service the proposed development. Water and sanitary sewer calculations will be performed to address the impacts of the proposed development relating to the requirements for permit agency submittal.

It is anticipated that all existing utility infrastructure is adequate to provide the required domestic water to the proposed improvements. Design services for Public Infrastructure improvements required to serve the proposed development will be addressed with a supplemental additional services agreement.

Erosion Control Plans

KEITH will prepare an Erosion Control Plan for the project that meets the requirements of the regulatory agencies and for the Contractor's use in preparing and processing the required Stormwater Pollution Prevention Plan (SWPPP), in compliance with the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)" through FDEP. The Erosion Control Plan(s) will include standard details and notes to meet the requirements of the regulatory agencies.

Demolition Plan

KEITH will prepare a Demolition Plan incorporating removal of the existing improvements in conflict with the proposed facilities. This plan will include standard details and notes. Should permitting be required for this work, it will need to be provided by a licensed demolition contractor.

Note: The use of explosive demolition materials and the assessment for or removal of hazardous materials or toxic waste are not included in these services and will not be incorporated in the Demolition Plan.

Deliverables

1. Construction Documents (60% and Final Construction Documents) for 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.)
3. Sewer Calculations as required.

Task 403 Engineering Permitting

KEITH will attend required pre-application meetings with agencies having jurisdiction over the facilities designed by KEITH, and prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:

Sanitary Sewer System

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

Pavement Markings and Signage

- Town of Pembroke Park Public Works.
- Broward County Traffic Engineering Division (BCTED) – 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.

Deliverables

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.



Task 404 Bidding Assistance

KEITH will provide support to the TOWN during the bidding process. This task includes:

1. Provide bid and construction documents (plans and technical specifications) in approved format required by the TOWN..
2. Attending one (1) pre-bid meeting with the TOWN, other Consultants and Contractor(s).
3. Issue technical addenda(s) and/or responses to request for information (RFI's) as it relates to site / civil elements for clarification as necessary during the bidding process.
4. Attend two (2) additional coordination meetings with the TOWN and Contractors (if required) (including bid opening).
5. Assist the TOWN in the evaluation of the bids received.

TRANSPORTATION ENGINEERING SERVICES

Transportation Engineering Services are not included in this scope of work. If required, KEITH will be pleased to provide additional services under a separate agreement.

LANDSCAPE ARCHITECTURE SERVICES

Landscape Architecture Services are not included in this scope of work. If required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

CONSTRUCTION / PROJECT MANAGEMENT SERVICES (TBD)

Task 801 Construction Observation for Engineering Certification

KEITH will provide construction engineering services in order to verify 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. Any revisions or deviations to original construction documents, including but not limited to, substitutions and/or unforeseen conditions may impact schedule and will require additional fees. Services included are described as follows and are anticipated to take six (6) months:

Shop Drawing Reviews

KEITH will review shop drawings, samples, and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH will also determine the acceptability, subject to CLIENT approval, of substitute materials and equipment proposed by contractors.

Periodic Site Visits and Construction Observation

KEITH will visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. KEITH will coordinate and attend one (1) Pre-construction Meetings. If required by the CLIENT, KEITH will attend or participate in CLIENT scheduled coordination and progress meetings or telephone conferences. These services will be invoiced on a time and material basis in accordance with our Professional Service Fee schedule (attached). Re-tests and failed inspections will be invoiced based on this same Fee schedule.

As-builts Review

KEITH will review the record drawings (as-builts) to verify substantial conformance to the approved plans. KEITH will only review and reject any particular as-built plans set a maximum of two (2) times; any additional review will be considered additional services. The contractor will be expected to have the as-builts revised



in accordance with all comments.

Final Inspections

KEITH will participate, with the CLIENT's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Upon notice from the CLIENT, participate in a final inspection together with CLIENT and contractor representatives to assure that all "Punch List" items are complete, and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed. This service is anticipated to be two (2) inspections, additional inspection(s) will be invoiced based on the attached Fee schedule.

Issue Clarifications

KEITH will issue all instructions and revisions of the CLIENT to Contractor(s); issue necessary interpretations and clarifications of the contract documents; have authority, as the Town's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on all claims of the CLIENT and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

Meetings and Conference calls

KEITH will attend and or participate in project meetings and conference calls as requested by the TOWN. KEITH will review requests for information prepared by the Contractor and respond accordingly to all parties. KEITH will prepare drawings supplemental information needed to address the contractor's request for information.

Final Certification

KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and CLIENT.

Note: It is the Contractor's responsibility to coordinate through KEITH the scheduling of testing. KEITH will represent the CLIENT in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

The Construction Engineering and Certification for the work is for an anticipated period of Six (6) months beyond the construction completion date for certifications.

We anticipate the following items requiring as-built certification:

- Sanitary Sewer System
- Pavement Markings/Signage associated with Roadway Restoration

Note: Construction-related surveying (stakeout, as-built plans, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.

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

Based on the requested scope, PACIFICA proposes to perform the following geotechnical field services:

1. Perform seven (7) Standard Penetration Test (SPT) borings, to a depth of 10 feet from ground surface at locations along the proposed force main.



2. Perform one (1) Standard Penetration Test (SPT) borings, to a depth of 20 feet from ground surface at the proposed pump station location.
3. Perform two (2) percolation tests in accordance with SFWMD procedures at depths of 15 feet below grade at the requested locations.

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 and percolation tests.
2. Logs of the exploratory borings, which furnish the results of the borings and SPT sampling.
3. Results of the percolation tests include hydraulic conductivity value "k".
4. The existence of organic soils or any other soil conditions.
5. Corrosivity Test results (pH, sulfate, chlorides & conductivity).
6. Groundwater readings during the time of the field exploration.
7. Recommendations for foundation systems and allowable soil-bearing capacity.
8. An estimation of total and differential settlements for the foundation systems for the proposed structures.
9. Site preparation recommendations for the proposed construction.
10. On-Site Soil Suitability

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. (QEE) 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 at SW 30th Avenue. The following items are included in our scope.

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

Task B01 Design Documents Electrical Engineering Design

The design and permitting requirements of the one (1) pump station is to comply with the Town and Broward County Standards. This pump station is to be located along SW 30th Avenue within the Right of Way or within an easement.



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 Electrical Permitting Assistance

QEE will assist in responding to comments by regulatory agencies.

Task B03 Electrical Bidding Assistance

QEE will assist in issuing addenda revisions, RFI responses and review of bid results.

QEE will attend the pre-bid meeting (virtually),

QEE will provide assistance for evaluation of the bids received.

Task B04 Construction Administration for 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.



SCHEDULE

MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies / Permit Authorities	Concurrent
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SURVEY SERVICES

Task 101 Boundary and Topographic Survey	5-6 weeks
Task 102 Title Search Services (Optional)	2 weeks
Task 103 Sketch & Description for Easement (Optional)	1-2 weeks

SUE SERVICES

Task 201 Location Services	6 weeks
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CIVIL ENGINEERING SERVICES

Task 401 Preliminary Engineering / Schematic Design (SD) / Site Plan / DRC	2 Months
Task 402 Construction Documents (CD) – Final Engineering	4 Months
Task 403 Engineering Permitting	4-6 Months
Task 404 Bidding Assistance	2 Months

GEOTECHNICAL EXPLORATION SERVICES (PES - Subconsultant)

Task A01 Geotechnical Exploration and Report	2 Months
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ELECTRICAL ENGINEERING DESIGN SERVICES (QEE - Subconsultant)

Task B01 Design Documents Electrical Engineering Design		Concurrent with Tasks 401 & 402
Task B02 Electrical Permitting Assistance		Concurrent with Task 403
Task B03 Electrical Bidding Assistance		Concurrent with Task 404
Task B04 Construction Administration for Electrical Certification		TBD*

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES (TBD)

Task 801 Construction Observation for Engineering Certification	TBD*
---	------

**NOTE: Once the CLIENT selects a Contractor and receives the official Construction Schedule, the CLIENT and KEITH will review the construction schedule assumed above and make adjustments to both the KEITH contract Schedule and Compensation accordingly.*



COMPENSATION

MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies	\$10,000 (Hourly/NTE)*
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SURVEY SERVICES

Task 101 Boundary and Topographic Survey	\$33,000 (Lump Sum)
Task 102 Title Search Services <i>(Optional)</i>	\$2,500 (Lump Sum)
Task 103 Sketch & Description for Easement <i>(Optional)</i>	\$2,500 (Lump Sum)

SUE SERVICES

Task 201 Location Services (with 40 @ \$450 test holes)	\$9,000 (Lump Sum) + 40 Test Holes @ \$450 each \$27,000
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CIVIL ENGINEERING SERVICES

Task 401 Preliminary Engineering Schematic Design (SD) / Site Plan / DRC	\$92,000 (Lump Sum)
Task 402 Construction Documents (CD) – Final Engineering	\$94,500 (Lump Sum)
Task 403 Engineering Permitting	\$36,000 (Lump Sum)
Task 404 Bidding Assistance	\$5,000 (Hourly/NTE)*

GEOTECHNICAL EXPLORATION SERVICES (PES - Subconsultant)

Task A01 Geotechnical Exploration and Report	\$13,500 (Lump Sum)
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ELECTRICAL ENGINEERING DESIGN SERVICES (QEE - Subconsultant)

Task B01 Design Documents Electrical Engineering Design	\$18,900 (Lump Sum)
Task B02 Electrical Permitting Assistance	\$1,100 (Lump Sum)
Task B03 Electrical Bidding Assistance	\$700 (Lump Sum)
Task B04 Construction Administration for Electrical Certification	TBD*

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 801 Construction Observation for Engineering Certification	TBD*
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Total Fee without Optional Tasks	\$331,700.00 + Reimbursables**
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Total Fee with Optional Tasks	\$336,700.00 + Reimbursables**
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**NOTE: The above project task fees are estimated, and this work will be billed on an hourly, not-to-exceed basis in accordance with our current Professional Service Fee Schedule. If the billing reaches 75% of the estimated fee, an additional contract addendum will be submitted to the CLIENT.*

***Reimbursables are Estimated to be \$8,000.00 (Not-to-Exceed)*



If you concur with the foregoing and wish to direct us to proceed with the work, please execute the agreement in the space provided and return same to the undersigned.

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

As to CONSULTANT
KEITH

Stephen D. Williams, P.E.
Vice President
DATED: _____

As to CLIENT
Town of Pembroke Park

Signature: _____
Print Name: _____
Title: _____
DATED: _____





EXHIBIT 'A'

June 8, 2023

KEITH

2312 S Andrews Avenue
Fort Lauderdale, FL 33316

Attention: Mr. Carlos Morales
Email: cmorales@keith
Phone: (305) 667-5474

Re: Scope of Services for Geotechnical Engineering Services
Septic to Sewer Improvements - Pembroke Park
SW 30th Ave, Pembroke Park, FL
PACIFICA Proposal No.: 610-12014413

Dear Mr. Morales:

In accordance with our conversations with Mr. Carlos Morales from Keith, and concept plans provided by KEITH, **Pacifica Engineering Services, LLC (PACIFICA)**, is pleased to submit this scope of services to perform a subsurface exploration program for the above-referenced project. Included herein is our understanding of the proposed development along with the scope of services, cost estimates, and anticipated schedules.

It is understood that plans for this project include the construction and installation of one underground sanitary sewer pump station connected with gravity infrastructure along SW 30th Avenue between Pembroke Road and Hallandale Beach Boulevard in Pembroke Park, FL.

GEOTECHNICAL SCOPE OF SERVICES

Based on the requested scope, PACIFICA proposes to perform the following geotechnical field services:

- Perform seven (7) Standard Penetration Test (SPT) borings, to a depth of 10 feet from ground surface at locations along the proposed force main.
- Perform one (1) Standard Penetration Test (SPT) borings, to a depth of 20 feet from ground surface at the proposed pump station location.
- Perform two (2) percolation tests in accordance with SFWMD procedures at depths of 15 feet below grade at the requested locations.

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 not in the wheel path, where needed, and the site generally cleaned, as required. Boring locations are attached to this proposal.

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.

Maintenance of Traffic (MOT) will be needed to perform the geotechnical scope of work. PACIFICA will submit MOT plans with an estimated schedule in accordance with FDOT standards for Keith for approval prior to the start of fieldwork. PACIFICA will use FDOT Maintenance of Traffic (MOT) Plans Design Standards Index Series 600 when developing MOT plans.

GEOTECHNICAL REPORT DELIVERABLES

After the geotechnical field exploration is completed, a geotechnical engineer will review the soil samples and select samples will be tested for physical properties such as gradation, moisture content and organic content, if deemed necessary. The results of the geotechnical exploration will be transmitted in a report which will specifically contain the information listed below:

1. A location plan of the site showing the location of the soil borings and percolation tests.
2. Logs of the exploratory borings, which furnish the results of the borings and SPT sampling.
3. Results of the percolation tests include hydraulic conductivity value "k".
4. The existence of organic soils or any other soil conditions.
5. Corrosivity Test results (pH, sulfate, chlorides & conductivity).
6. Groundwater readings during the time of the field exploration.
7. Recommendations for foundation systems and allowable soil-bearing capacity.
8. An estimation of total and differential settlements for the foundation systems for the proposed structures.
9. Site preparation recommendations for the proposed construction.
10. On-Site Soil Suitability

GEOTECHNICAL SCHEDULE

Our study can begin one day after we receive authorization to proceed. We will start drilling after public underground utilities have been located and identified, which may take 2-4 business days. The geotechnical field exploration should be completed in 2 business days. Laboratory testing should be completed within one to two weeks following final field demobilization. The written report of the subsurface exploration will be available within two weeks following the completion of final laboratory testing. We estimate that our study will be completed within 5 weeks from your notice to proceed.

COST BREAKDOWN				
08-Jun-23				
DESCRIPTION	UNIT	# OF UNITS	UNIT RATE	TOTAL
I. FIELD EXPLORATIONS				
Mobilization of Drill Equipment (50-mile travel)	each	1.0	\$420.00	\$420.00
Engineering Technician (Site Reconnaissance, Boring Layout and Underground Utility Clearance) (Raw Rate: \$31*3)	hour	4.0	\$93.00	\$372.00
Standard Penetration Tests - Truck Rig (0' - 50')	feet	90.0	\$16.00	\$1,440.00
Grout Bore Hole (0 to 50 Feet)	feet	90.0	\$6.40	\$576.00
Casing (0 to 50 Feet)	feet	90.0	\$9.80	\$882.00
Coring Machine plus Generator Rental	trip	0.0	\$380.00	\$0.00
Asphalt Cores (obtaining core samples)	each	0.0	\$83.00	\$0.00
II. SOIL & AGGREGATE TESTING				
Organic Content Test	each	7.0	\$55.00	\$385.00
Natural Sample Moisture Content	each	7.0	\$20.00	\$140.00
Grain size determination: Full grain size (8 sieves)	each	7.0	\$78.00	\$546.00
Grain size determination: Wash through (#200)	each	7.0	\$60.00	\$420.00
DOT Corrosivity - (pH, sulfate, chlorides & conductivity)	each	2.0	\$170.00	\$340.00
III. ENGINEERING SERVICES (MULTIPLIER: 3)				
Principal Engineer, P.E. (Raw Rate: \$84.10*3)	hour	1.0	\$252.30	\$252.30
Senior Geotechnical Engineer (Raw Rate: \$69.3*3)	hour	8.0	\$207.90	\$1,663.20
Staff Engineer (Raw Rate: \$31.66*3)	hour	8.0	\$95.00	\$760.00
Drafter / CADD (Raw Rate: \$31.35*3)	hour	4.0	\$94.05	\$376.20
IV. REINVERSABLE				
Maintenance of Traffic (MOT) including MOT Plan	day	1.0	\$2,500.00	\$2,500.00
Ground Penetrating Radar (GPR)	each	1.0	\$2,400.00	\$2,400.00
ESTIMATED GEOTECHNICAL BASIC FEE FOR THE PROJECT				\$13,472.70

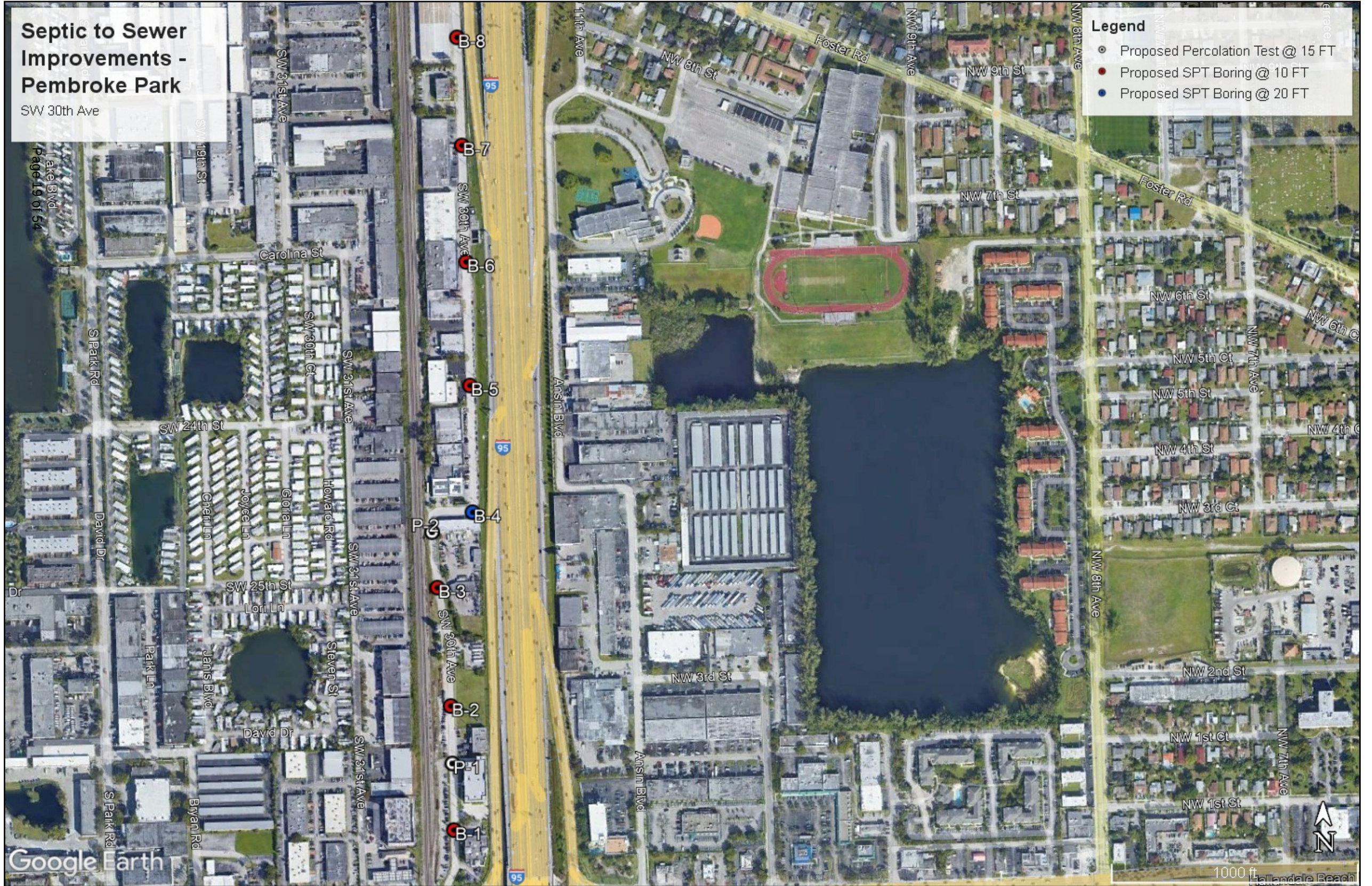


EXHIBIT 'B'

June 21, 2023

Mr. Carlos Morales
Project Manager I
Keith & Associates, Inc.
301 E. Atlantic Boulevard
Pompano Beach, FL 33060

Subject: Electrical Engineering Design Services Fee Proposal for the Town of Pembroke Park – New Pump Station at SW 30th Avenue.

Dear Carlos:

Quantum Electrical Engineering, Inc. (Quantum) is pleased to provide Keith & Associates, Inc. (KEITH) an electrical engineering design services fee proposal for the electrical and control design for the Town of Pembroke Park – New Pump Station at SW 30th Avenue. The following items are included in our scope:

Design Documents

- All coordination meetings (assume virtual meetings) and site visits with KEITH Design Team and the Town of Pembroke Park.
- Design a new electrical and control system for a new duplex pump station stations. Assuming (2) pumps requiring a 480V, 3 phase service for pump station. Includes design of control panel with (2) soft starters, automatic transfer switch, packaged generator assembly, SCADA/RTU provisions, conduit & conductors, grounding, one site flood lighting fixture and surge protection.
- Quantum shall coordinate with FPL for the new 480V, 3 phase electrical service at the site.
- Quantum shall incorporate a space within the equipment/system for future SCADA/RTU equipment within the Contract Documents. Future installation, programming, and equipment installation/startup shall be performed by the Town of Pembroke Park.
- Includes permit comment responses and applicable plan revisions.
- Includes bid and award services, attendance at pre-bid meeting (virtual), addenda revisions, RFI responses and review of bid results.

Exclusions and Assumptions

- KEITH shall provide all base drawings to Quantum in AutoCAD 2020 or higher.
- Quantum shall provide electrical and control design to the KEITH in AutoCAD 2020 or higher.
- Quantum shall 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. KEITH shall provide all printing of plans & specifications for reviews, bid and construction phases. If signed and sealed hard copy permit plans are required, Quantum shall provide printing of plans for permit. The assumption is up to 10

Palm Beach County
2755 Vista Parkway, Suite I-12
West Palm Beach, FL 33411
561.210.9224

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www.QuantumElectricalEngineering.com

Broward County
5571 N. University Drive, Suite 101
Coral Springs, FL 33067
954.369.5810

Page 2
Mr. Carlos Morales
Town of Pembroke Park, SW 30th Avenue

sets of full size plans up to 3 permit submissions (assume 10 sheets per set) (\$1.45/sheet) and Fedex/courier service fee (\$17.00/fedex).

- If the Town of Pembroke Park does not have Pump Station Standards, the Broward County Pump Station Standards will be utilized as a basis of design.
- KEITH shall provide all designs for any raised electrical platforms, generator foundations and/or grade modifications to meet the FEMA flood requirements.
- Does not include preforming start-up services for generators and/or pump stations. Quantum will observe the start-up services (by Town's Contractor) and provide a engineering field report.
- Does not include wind load calculations, generator foundation design, electrical system coordination study or arc flash analysis.
- Does not include mechanical design elements or mechanical CA services.
- Does not include pump design or selection, float level design or selection, and operation level design.
- Does not include any type design of Town / City-Wide SCADA / RTU Systems.
- Does not include any SCADA / remote telemetry design or radio surveys.
- Does not include Construction Services.

Our proposed total Lump-Sum fee for Design Services is:	\$ 20,250.00
<u>Anticipated expenses are:</u>	<u>\$ 450.00</u>
Our proposed total is:	\$ 20,700.00

Sincerely,



Amy L. Champagne-Baker, PE
President

Palm Beach County
2755 Vista Parkway, Suite I-12
West Palm Beach, FL 33411
561.210.9224

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5571 N. University Drive, Suite 101
Coral Springs, FL 33067
954.369.5810



TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE · PEMBROKE PARK, FLORIDA 33023 · BROWARD (954) 966-4600 · FAX (954) 966-5186

May 16, 2017

Keith & Associates, Inc.

Attn.: Elizabeth Lazowick, Corporate Manager

301 East Atlantic Boulevard

Pompano Beach, FL 33060

Dear Ms. Lazowick,

Please see the enclosed copy of the fully executed service agreement between the Town of Pembroke Park and Keith & Associates, Inc.

Thank you,

Peter A. Kunen, P.E., CFM

Town Engineer

Enclosure

AGREEMENT

Between

Town of Pembroke Park

and

Keith & Associates, Inc.

for

CIVIL ENGINEERING CONSULTANT SERVICES

A-1

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 13th day of April 2017
by and between:

TOWN OF PEMBROKE PARK, a municipal
Corporation of the State of Florida, (hereinafter
referred to as "TOWN")

and

KEITH & ASSOCIATES, INC., a Corporation
authorized to do business in the State of Florida,
(hereinafter referred to as "CONSULTANT").

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida at its meeting of
March 8, 2017 authorized by motion the execution this Agreement
between CONSULTANT and TOWN authorizing the performance of services in connection with a
continuing contract for Civil Engineering Consultant; and

WHEREAS, CONSULTANT is willing and able to render professional services to TOWN for
such project for the compensation and on the terms hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions
contained herein, the parties hereto, do agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions
which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true
and correct and are therefore agreed upon by the parties.

- 1.1 **AGREEMENT:** Means this document between the TOWN and CONSULTANT
dated April 13th, 2017 and any duly authorized and executed Amendments to
Agreement.
- 1.2 **CERTIFICATE FOR PAYMENT:** A statement by CONSULTANT based on observations at
the site and on review of documentation submitted by the Contractor that by its issuance
recommends that TOWN pay identified amounts to the Contractor for services performed by
the Contractor at the Project.

- 1.3 **CHANGE ORDER:** A written order to the Contractor, addressing modifications to the Contract Documents, and establishing the basis of payment and contract time adjustment, if any, for the work affected by such modifications. CONSULTANT may review and make recommendations to TOWN on any proposed Change Orders, for approval or other appropriate action by TOWN.
- 1.4 **TOWN:** The Town of Pembroke Park, a municipal corporation of the State of Florida.
- 1.5 **COMMISSION:** The Town Commission of the Town of Pembroke Park, Florida, which is the governing body of the TOWN government.
- 1.6 **CONSTRUCTION COST:** The total construction cost to TOWN of all elements of the Project designed or specified by CONSULTANT.
- 1.7 **CONSTRUCTION COST LIMIT:** A maximum construction cost limit established by TOWN defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.8 **CONSTRUCTION DOCUMENTS:** Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.9 **CONSULTANT: Keith & Associates, Inc.** CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.10 **CONTRACT ADMINISTRATOR:** The Town Engineer of the Town of Pembroke Park, or his or her designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.11 **CONTRACTOR:** One or more individuals, firms, corporations or other entities identified as such by a written agreement with TOWN ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.12 **ERROR:** A mistake in design, plans and/or specifications where the error was constructed or was under construction and required retrofitting, replacement and/or additional cost action to correct the error. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional cost are incurred.
- 1.13 **FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS:** A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.14 **NOTICE TO PROCEED:** A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.15 **OMISSION:** A scope of work missed by the CONSULTANT, including a quantity miscalculation, which was later discovered and added by Change Order. Also includes

design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

- 1.16 **ORIGINAL CONTRACT PRICE:** The original bid and/or contract price as awarded to a CONTRACTOR based upon CONSULTANT'S final detailed Construction Documents of the Project.
- 1.17 **PLANS AND SPECIFICATIONS:** The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by TOWN as provided in this Agreement.
- 1.18 **PRELIMINARY PLANS:** The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.19 **PROJECT:** An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at TOWN's discretion.
- 1.20 **RESIDENT PROJECT REPRESENTATIVE:** Individuals or entities selected, employed, compensated by and directed to perform services on behalf of TOWN, in monitoring the Construction Phase of the Project to completion.
- 1.21 **TASK ORDER:** A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of TOWN.
- 1.22 **TIME OF COMPLETION:** Time in which the entire work shall be completed for each Task Order.

ARTICLE 2
PREAMBLE

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

- 2.1 Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT'S statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

- 3.1 CONSULTANT shall perform the following professional services: Civil Engineering Consultant Services, more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT'S level of effort.
- 3.2 TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT'S opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by TOWN in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by TOWN to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT'S sole risk.

ARTICLE 4
GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and a committee of TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include TOWN'S specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed

specifically to the Contract Administrator.

ARTICLE 5
TASK ORDERS

- 5.1 The Project will be divided into "Tasks."
- 5.2 Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement (and applicable TOWN purchasing code requirements).
- 5.3 Under all Task Orders and Projects, TOWN may require CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of TOWN, the following items:
 - 5.3.1 Providing additional copies of reports, contract drawings and documents;
and
 - 5.3.2 Assisting TOWN with litigation support services arising from the planning, development, or construction.
- 5.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from TOWN. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.5 If, in the opinion of the TOWN, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time TOWN shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, TOWN shall notify CONSULTANT in writing. CONSULTANT has up to (10) working days thereafter to take such measures as will, in the judgment of TOWN, ensure satisfactory performance and completion of the work. If CONSULTANT fails to cure within the ten (10) working days in the sole discretion of TOWN, TOWN may notify CONSULTANT to discontinue all work under the specified Task Order. CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The TOWN may then decide, after Town Commission approval, to issue a new Task Order for the uncompleted work to another Consultant using the remaining funds. Any excess costs incurred by TOWN arising there from over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 The initial term of this Agreement shall be for three (3) years from the date of this Agreement. TOWN shall have the option to renew this Agreement for two (2) successive one (1) year terms under the same terms, conditions, and compensation as set forth herein.
- 6.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 6.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review and approval.
- 6.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by TOWN or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, TOWN shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of CONSULTANT to notify TOWN promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform TOWN of all facts and details related to the delay.
- 6.5 The time for the performance of services described in assigned Task Orders shall be negotiated by TOWN and CONSULTANT as the services are requested and authorized by TOWN.

ARTICLE 7
COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1 Not To Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursable Expenses as described in Section 7.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by TOWN and CONSULTANT.

A not to exceed proposal shall be accompanied by CONSULTANT'S estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including Reimbursable Expenses; and profit, or as required by individual Task Order.

7.2 REIMBURSABLE EXPENSES

7.2.1 Direct non-salary expenses, entitled Reimbursable Expenses, directly attributable to the Project will be charged at actual cost.

Reimbursable Expenses are in addition to the compensation for basic services and include actual expenditures made by CONSULTANT and CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. TOWN shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursable Expenses associated with a particular Task Order only up to the amount allocated for such Task Order.

Any Reimbursable Expense or portion thereof which, when added to the Reimbursable Expenses related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for CONSULTANT, his staff and Sub-Consultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT'S and Sub-Consultants various offices are not reimbursable under this Agreement.

Reimbursable Expenses shall include only the following listed expenses, unless authorized in writing by the Contract Administrator:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, TOWN, and other third parties retained or employed by any of them or (ii) submitted to TOWN for review, approval or further distribution. Documents, which are reproduced for CONSULTANT'S internal drafts, reviews, or other purposes, are not eligible for reimbursement.
- B. Identifiable testing costs approved by Contract Administrator.
- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when TOWN requires/requests this service).

7.2.2 Reimbursable Sub-Consultant expenses are limited to the items described above when the Sub-Consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

7.2.3 It is acknowledged and agreed to by the parties that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of TOWN'S obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder. If TOWN or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursable Expenses, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was

associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such Reimbursable Expenses. The statement shall show a summary of salary costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Sub-Consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT'S cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category, Reimbursable Expenses by category, and Sub-Consultant fees on a task basis, so that total hours and costs by task may be determined.

7.4 METHOD OF PAYMENT

- 7.4.1 TOWN shall pay CONSULTANT in accordance with Chapter 28, Florida Statutes, as amended from time to time and known as the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.
- 7.4.2 TOWN will review CONSULTANT'S invoices and, if inaccuracies or errors are discovered in any invoice, TOWN will inform CONSULTANT within ten (10) working days by FAX or by E-Mail of such inaccuracies or errors and request that a revised invoice be re-submitted by CONSULTANT to TOWN.

ARTICLE 8 **AMENDMENTS AND CHANGES IN SCOPE OF SERVICES**

- 8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by TOWN and CONSULTANT.
- 8.2 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written Amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 7.
- 8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Town Manager's decision shall be final and binding on the parties. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

- 9.1 CONSULTANT, following TOWN'S approval of the Construction Documents and of the Final Statement of Construction Cost, shall, when so directed and authorized by the TOWN, assist TOWN in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by TOWN, and shall make a recommendation for any award based on TOWN's Purchasing Ordinance.
- 9.2 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the TOWN, shall meet with TOWN'S representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the TOWN'S direction, redesign each Project and/or work with TOWN to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to TOWN. If negotiations between TOWN and CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the TOWN after CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, CONSULTANT shall not be responsible for any redesign without compensation.
- 9.3 CONSULTANT shall provide TOWN with a list of recommended, prospective proposers for each project CONSULTANT prepares construction documents for TOWN.
- 9.4 CONSULTANT shall attend all pre-proposal conferences held in conjunction with projects for which it has prepared construction documents.
- 9.5 CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.6 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist TOWN, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by TOWN.
- 9.7 TOWN shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor

based on each Project Schedule of Values and the percentage of work completed.

- 9.8 TOWN shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering errors or omissions.
- 9.8.1 It is specifically agreed that any change to the work identified as an error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to TOWN which would not be incurred without the error.
- 9.8.2 It is further specifically agreed for purposes of this agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an omission shall be considered an additional cost to TOWN which would not be incurred without the omission. So long as the total of those two numbers (Change Order costs of errors plus fifteen percent (15%) of omissions) remains less than one and one-half percent (1½%) of the total Construction Cost of the Project, TOWN shall request reimbursement from CONSULTANT for errors and omissions.
- 9.8.3 Should the sum of the two costs as defined above (cost of errors plus fifteen percent (15%) of the cost of omissions) exceed one and one-half percent (1½%) of the Construction Cost, TOWN shall recover the full and total additional cost to TOWN as a result of CONSULTANT errors and omissions from CONSULTANT, that being defined as the cost of errors plus fifteen percent (15%) of the cost of omissions.
- 9.8.4 To obtain such recovery, TOWN shall deduct from the CONSULTANT'S fee a sufficient amount to recover all such additional cost to TOWN.
- 9.8.5 As partial consideration for this Agreement, CONSULTANT specifically agrees to the reasonableness of these calculations and to TOWN'S right to recover same as stated above. The recovery of additional costs to TOWN under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which TOWN may otherwise incur.
- 9.8.6 The Contract Administrator's decision as to whether a Change Order is caused by an error or caused by an omission shall be final and binding.

ARTICLE 10 TOWN'S RESPONSIBILITIES

- 10.1 TOWN shall assist CONSULTANT by providing CONSULTANT'S all information TOWN has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 10.2 TOWN shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 10.3 TOWN shall review the itemized deliverables/documents identified per Task Order.

- 10.4 TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of the Contractor.

ARTICLE 11
MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and Consultants, pursuant to this Agreement shall be the property of and owned by TOWN.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of TOWN whether the Project for which they are made is executed or not, and are subject to reuse by TOWN in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by TOWN and CONSULTANT. This shall not limit TOWN'S reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2 TERMINATION

- 11.2.1 It is expressly understood and agreed that TOWN may terminate this Agreement at any time by giving CONSULTANT notice by telephone, or personally to one of the officers of CONSULTANT, confirmed by certified mail, return receipt requested, to the principal office of CONSULTANT. In the event that the Agreement is terminated, CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify TOWN against any loss incurred by TOWN resulting to this termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to TOWN within five (5) days of TOWN'S request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement. CONSULTANT shall have the right to terminate this Agreement upon the substantial breach by the TOWN of its obligations under this Agreement such as unreasonable delay in payment or non- payment of undisputed amounts.

11.2.2 This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate under the circumstances in the event TOWN or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3 Notice of termination shall be provided in accordance with Section 11.26, NOTICES, except that Contract Administrator may provide a prior verbal stop work order as provided in Section 11.2.1 if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.26, NOTICES.

11.2.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to TOWN. Upon being notified of TOWN'S election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment to CONSULTANT for services which have not been performed by CONSULTANT.

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

11.4 PUBLIC RECORDS

To the extent CONSULTANT is acting on behalf of TOWN as stated in Section 119.0701, Florida Statutes, CONSULTANT shall:

- a. Keep and maintain public records required by TOWN to perform the services under this Agreement;
- b. Upon request from TOWN, provide TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost

that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to TOWN; and
- d. Upon completion of this Agreement, transfer to TOWN, at no cost, all public records in possession of CONSULTANT upon termination of this Agreement or keep and maintain public records required by TOWN to perform the services. If CONSULTANT keeps and maintains public records upon completion of this Agreement, TOWN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TOWN upon request in a format that is compatible with the information technology systems of TOWN.

The failure of CONSULTANT to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling TOWN to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to TOWN, who will be responsible for responding to any such public records requests. CONSULTANT will provide any requested records to TOWN to enable TOWN to respond to the public records request.

Any material submitted to TOWN that CONSULTANT contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, CONSULTANT must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to TOWN for records designated by CONSULTANT as Trade Secret Materials, TOWN shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CONSULTANT. CONSULTANT shall indemnify and defend TOWN and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure or any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPUTY TOWN CLERK AT (954) 966-4600, njoseph@townofpembrokepark.com, 3150 SW 52 Avenue, Pembroke Park, FL 33023.

11.5 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT'S decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.6 MINORITY PARTICIPATION

The CONSULTANT shall make a good faith effort to help the TOWN encourage MBE/WBE participation. The CONSULTANT will be required to document all such efforts and supply the TOWN with this documentation at the end of the Project, or in cases where projects are longer than one year, each TOWN fiscal year.

11.7 PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, Consultant or other provider and who has been placed on the convicted vendor list following a conviction for a "public entity crime", as defined by Section 287.133, Florida Statutes, may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the

construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, Sub-Consultant, or Consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.8 SUB-CONSULTANTS

11.8.1 CONSULTANT may subcontract certain items of work to Sub-Consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed Sub-Consultant, including Sub -Consultant's scope of work and fees, for review and approval by the TOWN prior to Sub-Consultant proceeding with any work.

11.8.2 CONSULTANT shall utilize the Sub-Consultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of Sub-Consultants submitted by CONSULTANT.

The list of Sub-Consultants submitted is as follows:

HBC Engineering Company

The Chappell Group, Inc.

Radise International, LC

Dickey Consulting Services, Inc.

11.9 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to

TOWN'S satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT'S performance and all interim and final product(s) provided to or on behalf of TOWN shall meet or exceed all professional standards of the State of Florida.

11.10 INDEMNIFICATION OF TOWN

- 11.10.1 CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of the duties under this Agreement. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and Town Attorney, any sums due to the CONSULTANT under this Agreement may be retained by TOWN until all of TOWN'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.
- 11.10.2 It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the award of this Agreement to CONSULTANT.
- 11.10.3 The execution of this Agreement by CONSULTANT shall obligate CONSULTANT to comply with the foregoing indemnification provision.

11.11 INSURANCE

- 11.11.1 CONSULTANT shall provide, and shall require all of its Sub-Consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below. 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 the State of Florida. CONSULTANT shall specifically protect TOWN and the Town Commission by naming TOWN and the Town Commission as additional insureds under the Comprehensive Liability Insurance policy hereinafter described.
 - A. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of CONSULTANT'S employees.
 - B. Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage

acceptable to the Contract Administrator. Sub- Consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the Contract Administrator and TOWN'S Risk Manager on a Task Order by Task Order basis.

- C. CONSULTANT shall provide the Contract Administrator of TOWN an original Certificate of Insurance for policies required by Article 11. All certificates shall state that TOWN shall be given ten (10) days notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to TOWN, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which TOWN may carry in its own name.
- D. CONSULTANT shall as a condition precedent of this Agreement, furnish to the Town of Pembroke Park, c/o Town Clerk's Office, 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.11.2 COMMERCIAL GENERAL LIABILITY

A.	Limits of Liability	
	Bodily Injury and Property	
	Combined Single Limit	
	Each Occurrence	\$1,000,000
	General Aggregate Limit	\$2,000,000
	Personal Injury	\$1,000,000
	Products/Completed Operations	\$1,000,000

B.	Endorsements Required
	Town of Pembroke Park included as an Additional Insured
	Employees included as insured
	Broad Form Contractual Liability Waiver of Subrogation
	Premises/ Operations
	Products/Completed Operations
	Independent Contractors

11.11.3 AUTOMOBILE BUSINESS

- A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto Including Hired, Borrowed or Non-Owned Autos
Any One Accident \$1,000,000
- B. Endorsements Required
Town of Pembroke Park included as an Additional Insured
Employees included as insured
Waiver of Subrogation

11.11.4 WORKERS' COMPENSATION

Limits of Liability
Statutory-State of Florida

11.11.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Deductible- not to exceed 10%	

- 11.11.6 Town is required to be named as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of CONSULTANT. Any exclusions or provisions in the insurance maintained by CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

- 11.11.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

NOTE: TOWN PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his liability and obligation under this section or under any other section of this Agreement.

CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of

the Project. If insurance certificates are scheduled to expire during the contractual period, CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the TOWN at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, TOWN shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by TOWN.
- B. TOWN may, at its sole discretion, terminate the Agreement for cause and seek damages from CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.12 REPRESENTATIVE OF TOWN AND CONSULTANT

11.12.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT'S request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT'S representative to whom matters involving the conduct of the Project shall be addressed.

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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.

11.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for the Project as long as said key staff are in CONSULTANT'S employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT'S staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize Sub-Consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such Sub-Consultants, by written contract, from having any conflicts as within the meaning of this Section.

11.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision the Town Commission shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.19 WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

11.24 APPLICABLE LAW AND VENUE

This Agreement shall be construed with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, and in the event of federal jurisdiction, in the Southern District of Florida.

11.25 EXHIBITS

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

11.26 THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.27 NOTICES

Whenever either party desires to give notice unto the other, 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, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

TOWN: Town Engineer
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Telephone: (954) 966-4600, Ext. 200

With a copy to: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Telephone: (954) 966-4600, Ext. 228

CONSULTANT: Keith & Associates, Inc.
301 East Atlantic Avenue
Pompano Beach, Florida, 33060
Telephone: (954) 788-3400

11.28 ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including, but not limited to, court costs, and reasonable attorney fees incurred during litigation.

11.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.30 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which TOWN determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

11.31 EVALUATION

TOWN maintains the right to periodically review the performance of CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to TOWN and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.32 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the Town of Pembroke Park, Florida and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:



Tiffany Colquh
(Witness print name)



NATASHA JOSEPH
(Witness print name)

(CORPORATE SEAL)



TOWN

TOWN OF PEMBROKE PARK

By 

ASHIRA A. MOHAMMED, Mayor

By 

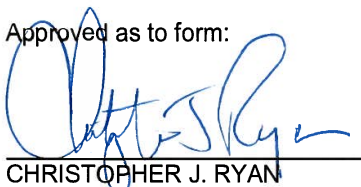
ROBERT A. LEVY, Town Manager

ATTEST:



NATASHA JOSEPH Town Clerk
DENY

Approved as to form:



CHRISTOPHER J. RYAN
Town Attorney

WITNESSES:

Kayla Green
Kayla Green
(Witness print name)

Elizabeth Lazowick
Elizabeth Lazowick
(Witness print name)

(CORPORATE SEAL)

CONSULTANT

KEITH & ASSOCIATES, INC.

By [Signature]

Name: Eliot Lazowick

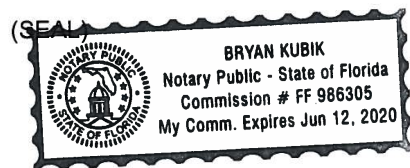
Title: Executive Vice-President

ATTEST

By [Signature]

STATE OF Florida : COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 25th day of April, 2017,
by Eliot Lazowick and James Thiele respectively, of Keith and Associates
They are 8 personally known to me or ___ have produced _____ as
identification.



[Signature]
Notary Public, State of
(Signature of Notary Taking Acknowledgment)

Bryan Kubik
Name of Notary Typed, Printed or Stamped

6-12-2020
My Commission Expires

FF 986305
Commission Number

EXHIBIT “ A”

SCOPE OF SERVICES

- Surveying and mapping
- Roadway and site design
- Preparation of construction documents
- Participation in the implementation of the projects
- Neighborhood improvements and beautification
- Underground utility design such as water mains, storm water, and sanitary sewer system
- Site grading and storm water runoff modeling and design
- Erosion and sediment control design
- Pavement marking and signage design
- Maintenance of Traffic (MOT)
- Engineering analysis, cost estimates and reports
- Project permitting
- Project Construction Management
- Construction observation / inspection
- Shop drawing review
- Coordination with the Town staff, Town Consultants and contractors
- Coordination with the utilities such as FPL, Comcast and ATT
- Preparation of project rendering and presentation material
- Grant Management Services for Federal, State, and Local programs to monitor the administrative, financial, and program-specific terms and conditions, special conditions, or other requirements that must be complied with.
- Ability to provide specialized training to Town staff in Civil Engineering and Construction Inspection related areas. Person(s) providing the training must demonstrate their experience in the subject matter and be able to provide requisite expert advice to Town staff.

EXHIBIT "B"
PROFESSIONAL SERVICE FEE SCHEDULE

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

A-30

EXHIBIT "B"
PROFESSIONAL SERVICE FEE SCHEDULE

	Hourly Rate
01 Administrative Assistant	\$50.00
11 Technician	\$80.00
15 Senior Technician	\$90.00
30 Associate Planner	\$90.00
32 Senior Planner (AICP)	\$125.00
33 Landscape Designer	\$80.00
34 Senior Landscape Designer	\$100.00
35 Landscape Architect (RLA)	\$125.00
36 ISA Certified Arborist	\$125.00
50 Project Engineer	\$100.00
51 Senior Project Engineer	\$115.00
52 Professional Engineer (PE)	\$125.00
53 Field Representative	\$75.00
54 Sr Field Representative	\$90.00
60 Project Manager	\$125.00
61 Senior Project Manager	\$160.00
70 Principal	\$190.00
72 Expert Witness Testimony	\$250.00
75 Model Specialist	\$100.00
76 BIM/CIM Modeler	\$150.00
77 GIS Specialist	\$100.00
78 Project Surveyor	\$95.00
79 Senior Project Surveyor	\$110.00
80 Professional Surveyor & Mapper (PSM)	\$120.00
81 Survey Party (2) Person	\$110.00
82 Survey Party (3) Person	\$130.00
83 Survey Laser Scanning	\$250.00
90 Utility Crew Supervisor	\$80.00
91 Utility Technician	\$70.00
92 Utility Project Manager	\$100.00
93 Utility Project Engineer	\$130.00
95 Utility Coordinator	\$120.00
96 Utility Designating/GPR	\$200.00
97 Vacuum Excavation Test Hole (Pervious Surface)	\$350.00/Each
98 Vacuum Excavation Test Hole (Impervious Surface)	\$440.00/Each

Effective 11/15/2016

Direct Expenses

Cost per Unit

A-31

Photographic Copies

Color Copies

a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11" x 17"	\$ 2.00
c) 24"x 36"	\$18.00

Black & White Copies

a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00

Laminating/Transparency Film Covers	\$ 2.00
-------------------------------------	---------

Display Boards

Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00

3 Ring Binders 1"	\$ 1.00
Dividers (Tabs) Set of 10	\$ 0.80
Acco/GBC Binding	\$ 1.50

Facsimiles	\$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1 st Class	Current US Postal rate

Mileage:	\$ 0.54 / mile
----------	----------------

Any other expenses will be billed at cost plus 10% carrying charge.

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 11/15/16

KEITH
& ASSOCIATES, INC.
consulting engineers

AGENDA ITEM REPORT



To:

Subject: S.W. 52nd Avenue - Inflow and Infiltration

Meeting: 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Based on evaluation and recommendation by our consultants (Keith & Associates). Flotech's bid was the lowest for the sinkhole repair. Work on the stormwater system was completed on June 17th. At that time I & I in the sanitary system was also identified and requires immediate attention per video.

FINANCIAL IMPACT:

Total costs: \$13,250.00

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[Town of Pembroke Park - 12 Sanitary Sectional Liner - Pembroke Parks Apts & SW 52nd Ave Report](#)

	Status:
Aleem Ghany, Public Services Director	Pending
Roy Brown, Finance & Budget Director	None
Jacobs Horowitz, Interim Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Town of Pembroke Park - 12" Sanitary Sectional Liner - Pembroke Parks Apts & SW 52nd Ave

Town of Pembroke Park

Reference: 20230427-110757813

Quote created: April 27, 2023

Quote expires: July 28, 2023

Quote created by: Luis Ferre

Business Development Associate

luis.ferre@flotechllc.com

+17862028723

Comments from Luis Ferre

Scope of Work:

Install two sectional liners for 12" sanitary pipe. One on each end. Post-TV included.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Sectional Liner 12" Per Hour		2	\$6,000.00	\$12,000.00
Post CCTV Inspection EA		1	\$800.00	\$800.00
MOT EA. Traffic maintenance.		1	\$450.00	\$450.00

Subtotals

One-time subtotal	\$13,250.00
Total	\$13,250.00

Purchase terms

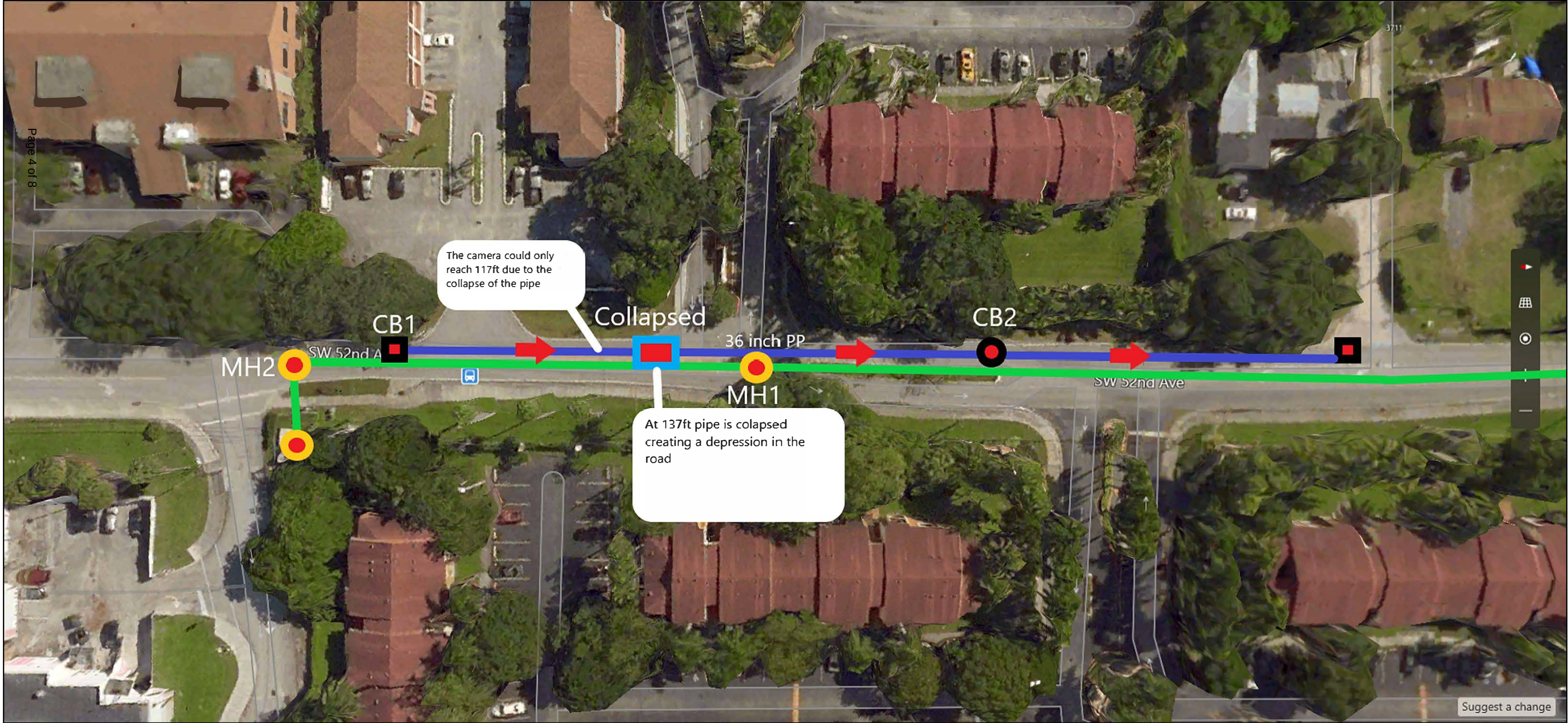
Payment due upon receipt.
Payment due upon receipt.

Questions? Contact me



Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Flotech Environmental, LLC
657 South Dr.
Suite 401
Miami Springs, FL 33166
United States





CUES, Inc.
 3600 Rio Vista Avenue
 Orlando, FL 32805
 Phone: 407-849-0190
 Fax: 407-425-1569

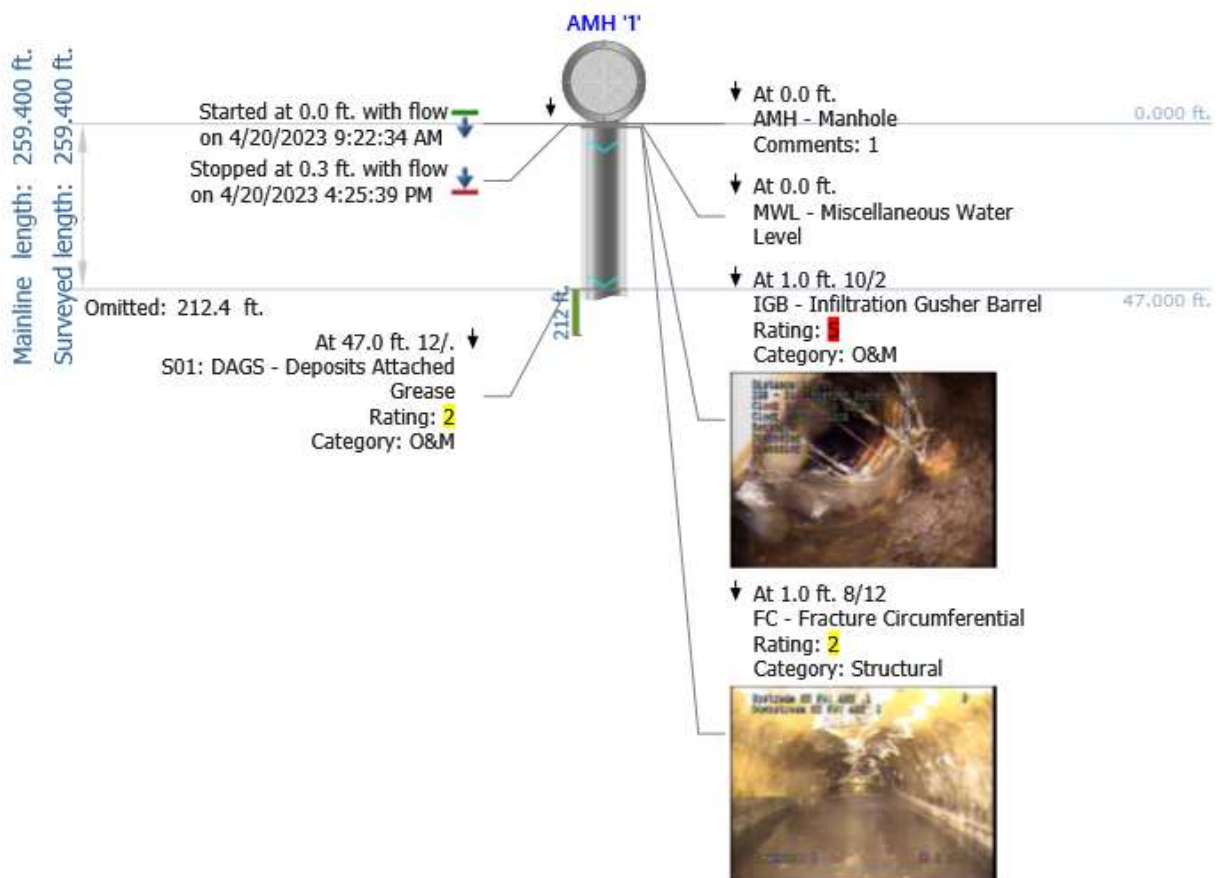
Main Inspections Summary

Pembroke Park

Mainline ID	End date/time	Surveyed by	Start MH	Finish MH	Material	Height	Total length	Length
1>2	4/20/2023 4:25 PM	Ramos.C	1	2	VCP	12 in.	259.400 ft.	259.400 ft.
CB>1CB2	4/20/2023 6:00 PM	Ramos.C	CB1	CB2	PP	36 in.	135.000 ft.	118.000 ft.
Sub-Total							394.400 ft.	377.400 ft.
Total							394.400 ft.	377.400 ft.

Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
Pembroke Park	1>2	Pembroke Park	SW 52nd Ave
Start date/time:	Direction:	Weather:	Location code:
4/20/2023 9:22 AM	D	1	
Shape:	Material:	Height:	Width:
C	VCP	12 in.	

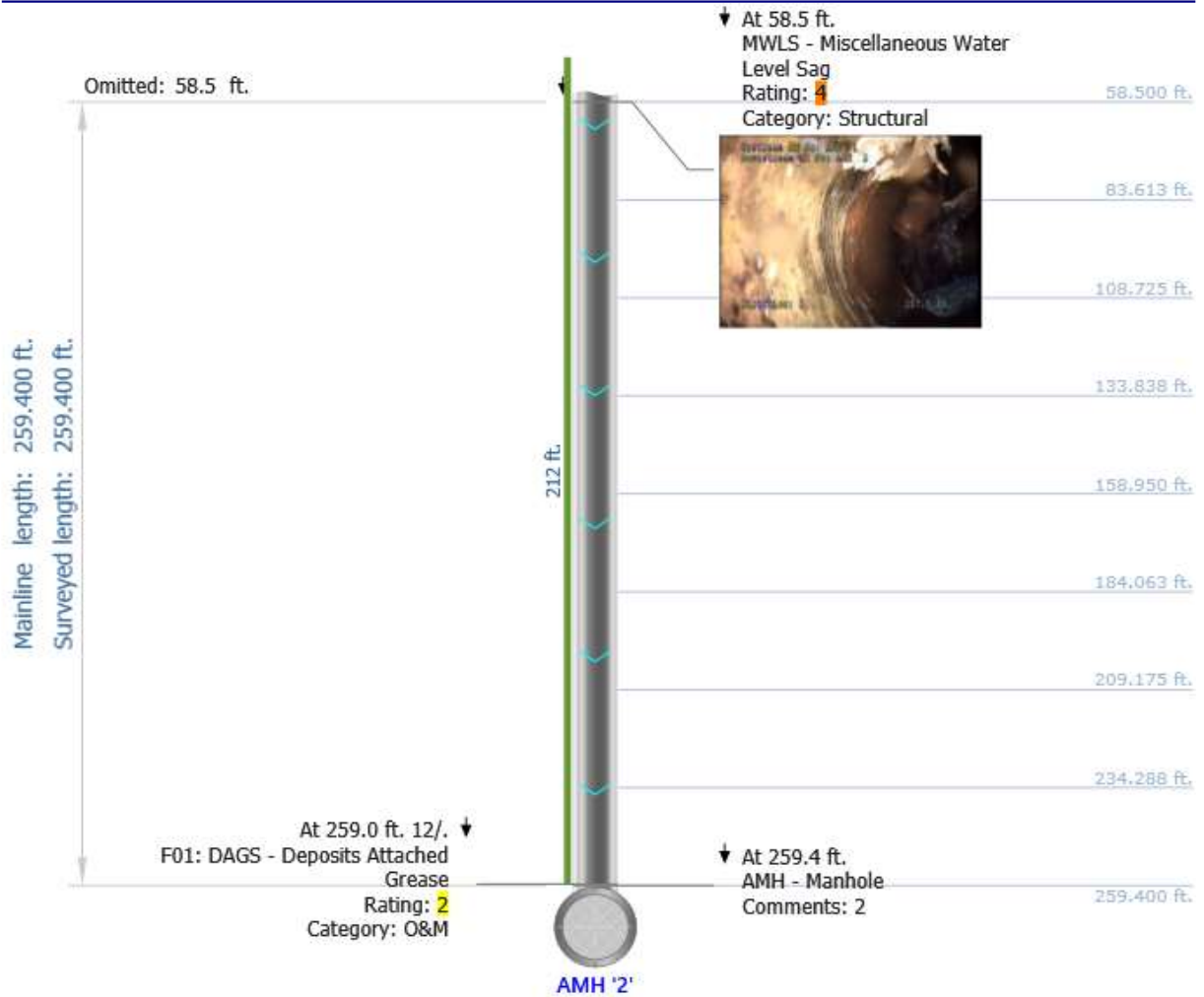


Project name:
Pembroke Park
Weather:
1

Mainline ID:
1>2

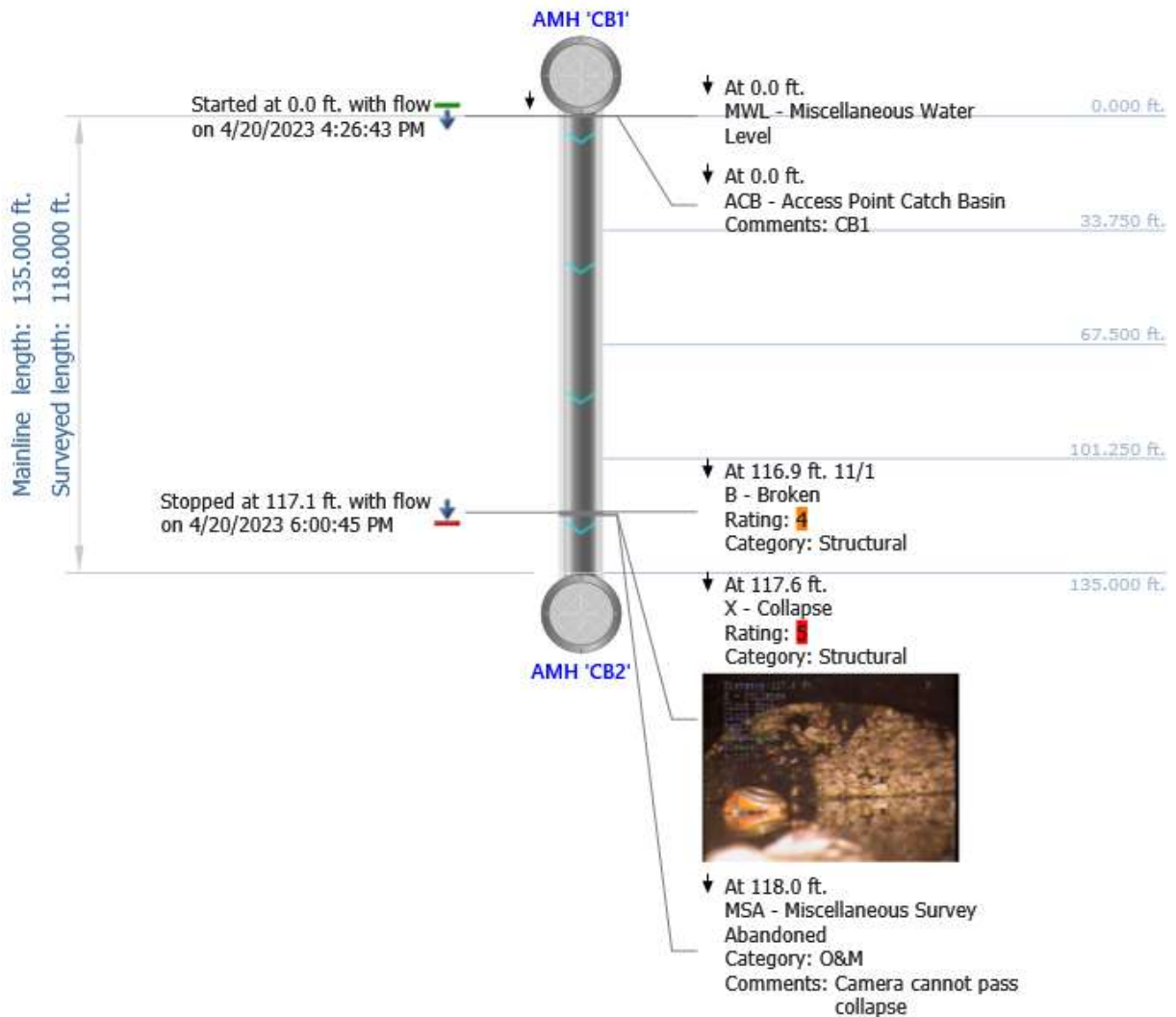
Start date/time:
4/20/2023 9:22 AM

Direction:
D



Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
Pembroke Park	CB>1CB2	Pembroke Park	SW 52nd Ave
Start date/time:	Direction:	Weather:	Location code:
4/20/2023 4:26 PM	D	1	
Shape:	Material:	Height:	Width:
C	PP	36 in.	



AGENDA ITEM REPORT

**To:**

Subject: Piggyback contracts for Storm Drain cleaning (Envirowaste & Johnson Environmental)

Meeting: 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Storm drain cleaning and line jetting is a requirement of the Town's NPDES permit. These two contracts would allow us to utilize both companies to ensure all of the compliance requirements are completed by the end of the year per the NPDES permit.

RECOMMENDATION:

We are recommending approval of both vendors. That will give us the opportunity to compare pricing.

ATTACHMENTS:

[1981_001](#)

[Johnson Environmental FortLauderdaleFullyExecutedContractPumping](#)

[1982_001](#)

[1983_001](#)

Aleem Ghany, Public Services Director	Status: Pending
Roy Brown, Finance & Budget Director	None
Jacobs Horowitz, Interim Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of ____ 2023, 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

ALL LIQUID ENVIRONMENTAL SERVICES, LLC d/b/a JOHNSON ENVIRONMENTAL SERVICES, a limited liability company, with a principal address of 4600 Powerline Road, Fort Lauderdale, FL 33309, 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 pumping and related 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 September 6, 2022, between the Contractor and the City of Fort Lauderdale (the "Agreement"). The Agreement is attached hereto as **Exhibit "A"** and the related pricing proposal, **Exhibit "B,"** and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit "A"** and **Exhibit "B,"** 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 **Exhibit "B,"** 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"** and **Exhibit "B"** 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"** and **Exhibit "B"**, 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 of the Fort Lauderdale Agreement.
- 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

**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 Statutes, 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

Section 6. Scrutinized Companies.

- Section 7. Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

For Town: J.C. Jimenez
Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023

jcjimenez@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: Albert J. Panzarella, President
All Liquid Environmental Service, LLC
4600 Powerline Road
Fort Lauderdale, FL 33309
alpanz@johnsones.com

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)

**AGREEMENT FOR
PUMPING SERVICES (SCHEDULED/UNSCHEDULED)**

THIS AGREEMENT for Pumping Services (Scheduled/Unscheduled) ("Agreement"), made this 6th day of September, 2022, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and All Liquid Environmental Services LLC, a Florida limited liability company d/b/a Johnson Environmental Services, ("Contractor"), whose address and phone number are 4600 Powerline Road, Fort Lauderdale, Florida 33309, Phone: 954-776-5931, Email: Alpanz@johnsones.com, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide to the City services as described in Groups 1 and 3 of the City's Solicitation No. 12576-323, Pumping Services (Scheduled/Unscheduled), (the "Work"), and the City and the Contractor further covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Solicitation No. 12576-323, Pumping Services (Scheduled/Unscheduled), including any and all addenda, prepared by the City of Fort Lauderdale ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated April 18, 2022, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated September 6, 2022, and any attachments
- B. Second, Exhibit A
- C. Third, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all

labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on September 6, 2022, and shall end on September 5, 2024. The City reserves the right to extend this Agreement for two additional one-year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause,

such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor

for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining

all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall

comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by

Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other party. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, pandemic, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), as may be amended or revised, 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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, 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 the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Contractor 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.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of

Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI. DD., including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section VI. DD. in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

City of Fort Lauderdale

By: [Signature]
Greg B. Chavarria
City Manager

Approved as to form:

Sr. [Signature]
Assistant City Attorney

WITNESSES:

[Signature]

Signature
Dione Dixon

Print Name

[Signature]

Signature
Lindsay Phelps

Print Name



All Liquid Environmental Services LLC

By: [Signature]
Albert J. Panzarella, Manager, President

ATTEST:

[Signature]

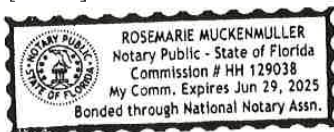
Print Name:

Title:

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of September, 2022, by Albert J. Panzarella as Manager, President for All Liquid Environmental Services LLC, a Florida limited liability company d/b/a Johnson Environmental Services.

[SEAL]



[Signature]
(Signature of Notary Public – State of Florida)

ROSEMARIE MUCKENMULLER
Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of ____ 2023, 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

ENVIROWASTE SERVICES GROUP, INC., a Florida corporation, with a principal address of 18001 Old Cutler Road, Suite 554, 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 catch basin maintenance; 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 March 24, 2021, between the Contractor and the City of Doral to implement a catch basin maintenance program (the "Agreement"), as further detailed in the City of Doral ITB# 2013-32 (the "ITB"). The Agreement and the ITB are attached hereto as **Exhibit "A"** and **Exhibit "B,"** respectively, and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit "A"** and **Exhibit "B,"** as set forth herein; and

WHEREAS, on or about July 19, 2022, the Contractor and the City of Doral extended the Agreement for a final renewal term, which shall expire on September 30, 2023; 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 **Exhibit "B,"** 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"** and **Exhibit "B"** 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"** and **Exhibit "B"**, 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 on September 30, 2023.
- 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.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** and **Exhibit "B,"** 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"** and **Exhibit "B"** 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" or Exhibit "B," this Agreement shall prevail, followed by Exhibit "A" and Exhibit "B."

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 Statutes, 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: J.C. Jimenez
Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
jcjimenez@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: Julio Fojon
EnviroWaste Services Group, Inc.
18001 Old Cutler Road, Suite 554
Palmetto Bay, FL 33157

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: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Interim Town Attorney

ENVIROWASTE SERVICES GROUP,
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 _____, 2023, 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 _____, 2023.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:



July 19, 2022

Hernan M. Organvidez

Acting City Manager

EnviroWaste Services Group, Inc.
18001 Old Cutler Road, Suite 554
Palmetto Bay, FL 33157

Ref: RFP #2013-32, Catch Basin Maintenance Program- Contract Extension

Dear Mr. Fojon,

As you are aware, the above referenced contract is for an initial term of two (2) years with the option to renew for an additional two one (1) year terms. The initial two (2) year contract expired on March 24, 2016, the 1st one year extension expired on March 24, 2017 and the 2nd one year extension expired on March 24, 2018. A final 6-month extension was given and expired on September 30, 2018. The Mayor and City Councilmembers approved Resolution 18-156 extending the agreement for an additional two (2) years with the option to renew for an additional two one (1) year terms. The two (2) year extension expired on September 30, 2020 and the first (1) year extension expired on September 30, 2021, and the final one (1) year extension is set to expire on September 30, 2022. The Mayor and City Councilmembers approved Resolution No. 22-101 extending the agreement for a final one year extension which will expire on September 30, 2023.

The City of Doral hereby invites your firm to extend the contract for the final one (1) year period. This Contract extension will be under the same terms, conditions and prices as the original contract and will expire on September 30, 2023. The city wishes to thank you and your team for the services you have provided over the last year. It is fully realized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral. Please kindly confirm receipt of this letter at your earliest convenience. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hernan M. Organvidez", is written over a horizontal line.

Hernan M. Organvidez
Acting City Manager

Accepted: EnviroWaste Services Group, Inc.

A handwritten signature in blue ink, appearing to read "Julio Fojon", is written over a horizontal line.
Julio Fojon

Date: 7/20/2022

8401 Northwest 53rd Terrace • Doral, Florida 33166 • (305) 593-6725
www.cityofdoral.com



Memorandum

Date: September 12, 2018

To: The Honorable Mayor and Members of the City Council

Via: Edward Rojas, City Manager 

From: Jorge Gomez, Public Works Director 

Subject: ITB #2013-32 Catch Basin Maintenance Program – Contract Extension

Introduction

This memorandum provides staff's recommendation for the contract extension of ITB #2013-32 Catch Basin Maintenance Services, which expires on September 30, 2018. The Public Works Department (PWD) completed a market analysis and recommends a waiver to competitive bid requirements and a contract extension of two (2) years with the option to renew for an additional two one (1) year terms under the same terms, conditions, and prices as the original contract with Envirowaste Services Inc.

Background

In order to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4 Permit) and the National Flood Insurance Program Community Rating System (CRS), municipalities are required to implement numerous best management practices (BMPs) to prevent water pollution as a result of stormwater runoff. One of the required practices is the cleaning of the stormwater drainage catch basins, better known as stormwater inlets. To comply with this requirement, the City of Doral implemented a Catch Basin Maintenance Program to control pollutant discharges and to protect the environment. The City has implemented this Program since its beginnings, first by adopting the Village of Pinecrest contract and eventually by competitively bidding the services.

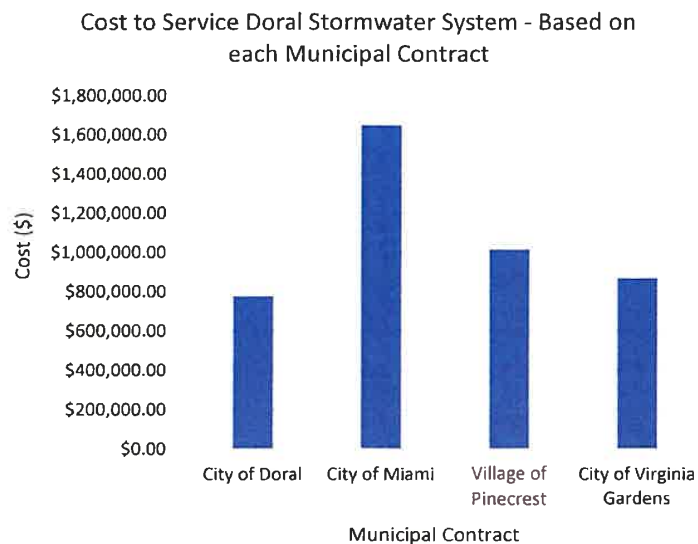
Currently, the City infrastructure is comprised of approximately 2,568 inlets, 754 stormwater manholes, and approximately 242,100 linear feet of solid pipe and exfiltration trench (better known as french drain). This infrastructure keeps expanding as new areas are developed, new public roads are constructed, and drainage improvement projects are completed. The Catch Basin Maintenance Program is scheduled throughout the fiscal year servicing each City section in a clockwise direction. Under the current budget, the entire City's stormwater infrastructure is serviced every 2 years, which is a requirement to maintain the City's NPDES MS4 Permit.

Procurement

On December 11, 2013, RFP #2013-32 was issued for the purpose of providing catch basin maintenance services to the City's stormwater drainage infrastructure. Five (5) firms attended the Mandatory Pre-Proposal Meeting which was held on December 20, 2013. One (1) proposal was received and opened on January 15, 2014, with the firm meeting the required criteria. A two (2) year contract with an option to renew for an additional two one-year periods was awarded to EnviroWaste Services Inc. (EnviroWaste) by Resolution No. 14-36. The initial two (2) year period of the contract expired on March 24, 2016, the first one-year extension expired on March 24, 2017 and the second one-year extension expired on March 24, 2018. Resolution No. 18-30 granted the PWD a 6-month extension period which is set to expire on September 30, 2018 in order to perform a market analysis.

As part of the analysis, the PWD contacted three (3) municipalities which entered into three different contracts with EnviroWaste. Each contract has different established prices. The unit price of each municipal contract was used to estimate the cost to service the City's stormwater drainage infrastructure. As shown in Figure 1, the cost to service the City's infrastructure using each municipal contract pricing increases in the range of \$91,396.02 to \$871,037.55 compared to the City's current cost.

Figure 1 – EnviroWaste Contract Cost Analysis



While conducting the market analysis, the City of Miami issued an Invitation for BID (IFB) (April 25, 2018) for Storm Sewer Cleaning Services. On June 28, 2018 the Final Bid Tabulation was posted showing four (4) business bid proposals with EnviroWaste as the lowest bidder. On July 16, 2018, the Notice of Intent to Award was sent to all responding bidders and the City Manager's recommendation to award EnviroWaste will be presented to the City of Miami Commission on September 13, 2018. As shown above, comparing the unit prices submitted for the City of Miami IFB with the City's current contract (RFP #2013-32), there would be a substantial increase of \$871,037.55 to service the City's storm water infrastructure.

Contact was made with other companies that provide similar services and references were requested. Based on these references and the company's capabilities, the PWD concluded that they would not be able to provide the level of service and reliability required to maintain the City's infrastructure to its current standards.

The result from the market analysis confirms that the City's current contract with EnviroWaste provides competitive prices and the amount of entities that have adopted the City's contract supports these findings. Below please find a list with the number of municipalities and Doral communities that adopted the City's current contract with EnviroWaste.

<u>Municipality/Community</u>	<u>Contract Amount</u>
Town of Cutler Bay	\$375,000.00
City of Coral Gables	\$300,000.00
City of North Bay Village	\$75,000.00
City of Palmetto Bay	\$75,000.00
City of Aventura	\$50,000.00
City of West Park	\$50,000.00
Town of Jupiter	\$50,000.00
City of North Miami Beach	\$100,000.00
Village of Palmetto Bay	\$15,000.00

Doral Woods
Doral Landings
Doral Dunes
Doral Palms
Doral Sands

The Public Works Department (PWD) is requesting authorization from City Council to waive the competitive bid process, pursuant to section 2-321 of the City of Doral Code of Ordinances, and extend ITB #2013-32 (Catch Basin Maintenance Program). The PWD believes that the contract extension is in the best interest of the City due to the competitive prices, quality, and a reliable service of this vendor. The extension will be for two (2) years with the option to renew for an additional two one (1) year terms, under the same terms, conditions, and prices as the original contract.

Attached please find "Exhibit A" which includes a copy of the current contract, a copy of the final 6-month extension letter, and a copy of the contract extension letter for a two (2) year contract with an option to renew for an additional two one-year periods.

Recommendation

The PWD respectfully requests the City Council to authorize the City Manager to waive the competitive bid process and expend budgeted funds on the behalf of the City, pursuant to section 2-321 of the City of Doral Code of Ordinances, and extend the current contract with EnviroWaste Services Inc. This extension will be for two (2) years with the option to renew for an additional two one (1) year terms under the same terms, conditions, and prices of the original Contract. Funding for this request was budgeted for Fiscal

Year 2018-19 and is available from the Public Works Department Stormwater Fund, Account Number #401.80005.500340 (\$500,000).

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
EnviroWaste Services Group, Inc.
FOR
Catch Basin Maintenance Program

THIS AGREEMENT, dated as of the 24 day of March 2014, is made between EnviroWaste Services Group, Inc., a Florida corporation, (hereinafter the "Vendor"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Vendor and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Catch Basin Maintenance Program (the "Services"); and

WHEREAS, the City desires to engage the Vendor to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Vendor and the City agree as follows.

1. Scope of Services/Deliverables.
 - 1.1 The Vendor shall furnish professional services to the City as set forth in the Scope of Services as specified in Section 3.1.
 - 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.
2. Term/Commencement Date.
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through **March 24, 2016**, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an **additional two (2) one (1) year periods** by written notice to the Vendor.

2.2 Vendor agrees that time is of the essence and Vendor shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Vendor shall be compensated in the following manner:

____ A lump sum amount of \$ _____, regardless of the number of hours or length of time necessary for Vendor to complete the Scope of Services. Vendor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Vendor shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

√ On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Vendor shall not exceed **\$696,100 in the first two year period of the Contract**, without the prior written approval of the City. Vendor shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Vendor in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Vendor the undisputed portion of the invoice. Upon written request of the Finance Director, the Vendor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-contractors.**

- 4.1 The Vendor shall be responsible for all payments to any sub-contractors and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-contractor used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Vendor, at the Vendor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Vendor, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Vendor to enter upon real property as required for Vendor to perform services as may be requested in writing by the Vendor (if applicable).

6. **Vendor's Responsibilities.**

- 6.1 The Vendor shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Vendor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Vendor shall at Vendor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Vendor or Sub-contractor under this agreement.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Vendor shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Vendor, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Vendor shall stop work on the Project.
- 8.3 In the event of termination by the City, the Vendor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Vendor has first complied with the provisions of Paragraph 8.4.
- 8.4 The Vendor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Vendor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Vendor shall not discriminate against any of its employees or applicants for employment because of their race,

color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Vendor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Vendor and third parties made pursuant to this Agreement. Vendor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Vendor's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Vendor.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Joe Carollo, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: John Herin, Jr., Esq
City Attorney
Gray Robinson, P.A.
401 E. Las Olas Blvd., Suite 1850
Ft. Lauderdale, Florida 33301

For The Vendor: Eduardo Barba, President
EnviroWaste Services Group, Inc.
4 SE 1st Street, Second Floor
Miami, Florida 33131

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Vendor providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Vendor involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Vendor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

- 17.1 This Agreement shall not be assignable by Vendor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Vendor, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Vendor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Vendor by and through its President, whose representative has been duly authorized to execute same.

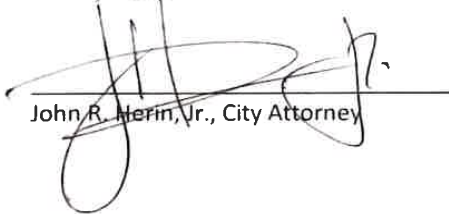
Attest:


Barbara Herrera, City Clerk

CITY OF DORAL

By: 
Joe Carollo, City Manager
Date: 3/17/14

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:


John R. Herin, Jr., City Attorney

Vendor

By: 
Its: Eduardo Barbera, President
Date: 3/19/14

RESOLUTION NO. 14-36

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA ACCEPTING THE PROPOSAL AND APPROVING A CONTRACT BETWEEN THE CITY AND ENVIRO WASTE SERVICES GROUP, INC.; IN AN AMOUNT NOT TO EXCEED \$696,100.00 FOR THE INITIAL TWO YEAR PERIOD OF THE CATCH BASIN MAINTENANCE PROGRAM WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO ONE (1) YEAR PERIODS FOR CATCH BASIN MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to Request for Proposal #2013-32 titled "Catch Basin Maintenance Program" (the "Project"), the City of Doral received one (1) proposal by the January 15, 2014 deadline with the proposing firm meeting the required criteria; and

WHEREAS, upon review of the proposal received, Staff determined that Enviro Waste Services Group, Inc. was the only responsive and responsible proposer (the "Contractor"); and

WHEREAS, a copy of Contractor's submittal to RFP #2013-32, and the Contract Agreement are attached as Exhibit A; and

WHEREAS, the City Council finds that accepting the proposal and entering into a contract for the Project with the Contractor is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Approval. The Contract between the City and Contractor for the Project in an amount not to exceed \$696,100.00 a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

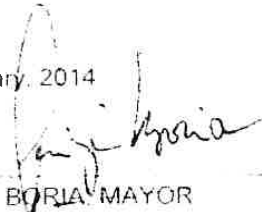
Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

[Section left blank intentionally]

The foregoing resolution was offered by Councilmember Ruiz who moved its adoption.
The motion was seconded by Mayor Boria and upon being put to a vote the vote was as follows

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

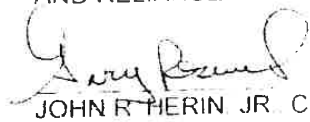
PASSED and ADOPTED this 19th day of February, 2014


LUIGI BORIA, MAYOR

ATTEST


BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF DORAL ONLY.

 
JOHN R. HERIN, JR. CITY ATTORNEY

Item	Description	Quantity	Unit	Unit Price	Amount
1	Cleaning of Catch Basin	2,060	EA	195. ⁰⁰	401,700-
2	Cleaning of Manhole	525	EA	195. ⁰⁰	102,375-
3	Cleaning of Slab-Covered-Trench Box	71	EA	195. ⁰⁰	13,845-
4	Cleaning of Outfall Structure	84	EA	195. ⁰⁰	16,380-
5	Cleaning of Pipe	274,000	LF	.50	137,000-
6	Emergency Vac-Truck (includes operator)	160	HR	155. ⁰⁰	24,800-

PROPOSAL TOTAL

\$696,100-

6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
7. Communications concerning this Proposal shall be addressed to:

Proposer: EnviroWaste Services Group, Inc.

Address: 4 SE 1st Street, Second Floor

Miami, FL 33131

Telephone: (305) 637-9665

Facsimile Number: (305) 637-9659

Attention: Eduardo Barba, President

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AGENDA ITEM REPORT



To:

Subject: Waste Management Recycling Processing

Meeting: 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[Pembroke Park RCY Processing Proposal 2023](#)

[RECYCLE AGR CONTRACT - PEMBROKE PARK -2023](#)



Town of Pembroke Park

Recyclables Processing Contract Proposal

2023



Extraordinary Cost Increases

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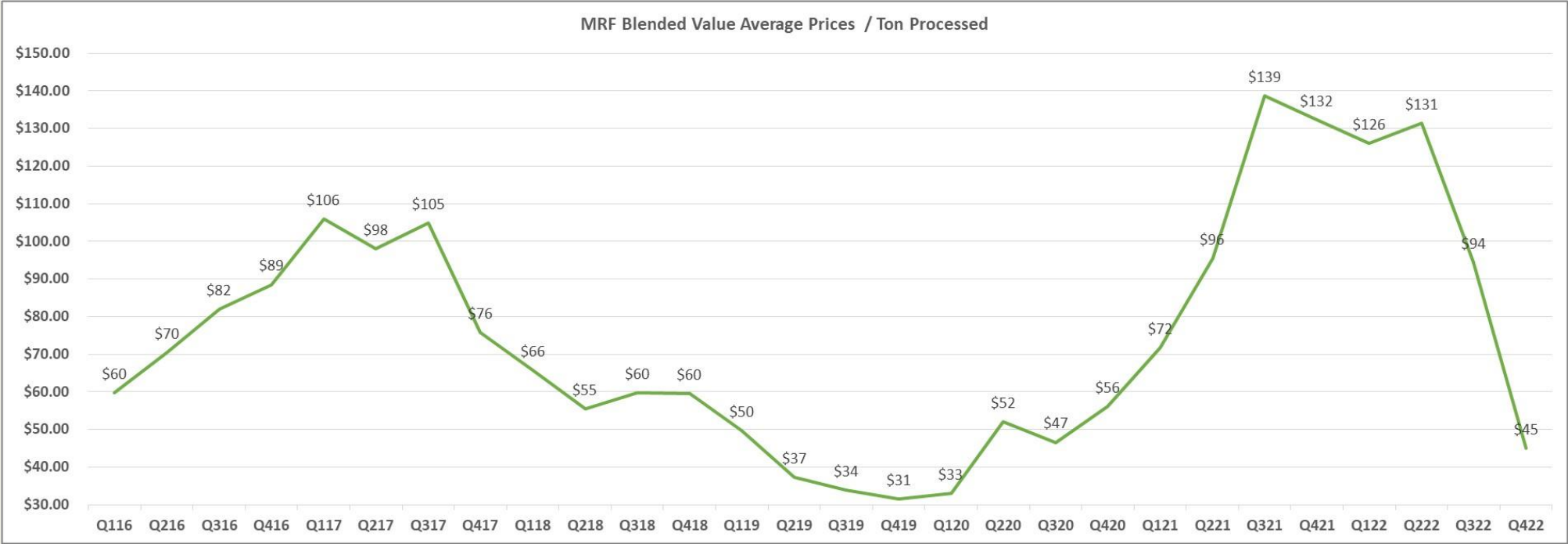
As with most industries, recycling processing costs have risen substantially in the years since WMIF entered into the current agreement with the Town of Pembroke Park. In particular, cost increases in labor, transportation, fuel, critical parts and maintenance, and inflation in general have negatively impacted the business.

- WM Reuter MRF's Labor Spend has risen by **42%** since 2019 alone. Labor is easily the costliest expense WM incurs. Even with these large increases, like many across all industries, WM has difficulty finding people to perform this hard work. Additional wage increases will likely be needed to continue to attract and retain new employees.
- Overall Operations Cost increases, less labor, have increased by **24%** since 2019 alone.
- Cost of Diesel Fuel per gallon has **nearly doubled** in the last three years and remains well above historical levels after peaking in 2022. (source - US Department of Energy). WM's experience has mirrored this overall trend.
- Charges to haul the material from the WM Transfer Station network have **increased over 30%** since late 2021. This is on top of the above Plant Operational Cost increases.



Commodities Markets Review

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- This chart shows blended commodity values across the USA over the last 7 years. However, this does *not* include the cost for transporting and disposing of residue after processing. The higher the contamination rate, the higher this cost.
- Values fell sharply the second half of 2022 due to the overall economic conditions in the US. A major re-use for recycled PET plastic in the US is carpeting. With the softening of the new construction and housing market, the demand for new carpeting has fallen back – and with it, the price for PET. Similarly, OCC and Mixed Paper have fallen back due to reduced demand for paperboard and drywall for new construction.
- The short-term markets are expected to remain sluggish in 2023. WM remains confident in the long-term role of recycling as an important part of our sustainable future.



Proposed Program Pricing – Effective July 2023

- **The Recycling Processing Fee** to any WM Location in Broward County will become the below at the outset of the next contract.

*** Processing Fee of \$162.00/ton** with Average Material Value deducted as a credit from this fee.

- **Recent Processing Fee Adjustments in Florida**

- City of Tampa FL - \$210.000/ton effective 8/1/22 (RFP). Unusual calculation method drives this rate, in part.
- Orange County FL - \$170.00/ton effective 1/1/23 (Extension)
- City of Largo FL - \$158.00/ton effective 10/1/22 (Extension)
- City of Fort Lauderdale FL - \$154.68/ton effective 10/1/22 (Sole Source Negotiation)
- City of Clearwater FL - \$150.00/ton effective 1/1/23 (No Average Material Value Share – “spot rate” – not under contract)
- Miami-Dade County FL - \$143.99/ton effective 4/1/23 (Extension - No Average Material Value Share)



Sample Monthly Calculation with Delivery in Broward County

Mar-23					
Pembroke Park					
Material	Index Description	March 2023 Market Index	Market Value (\$/Ton)	Material %	Average Market Value (\$/Ton)
Mixed Paper	PS 54 Mixed Paper - MP	\$ 3.00	\$ 3.00	6.36%	\$ 0.19
Sorted Resi Pprs & News	PS 54 Mixed Paper - MP	\$ 3.00	\$ 3.00	10.10%	\$ 0.30
OCC	PS 11 Corrugated Containers	\$ 32.50	\$ 32.50	12.99%	\$ 4.22
Aluminum	Metals Aluminum Cans (Sorted, Baled, Clb, picked up)	\$ 82.50	\$ 1,650.00	1.67%	\$ 27.53
Steel-Tin	Metals Steel Cans (Sorted, Baled, \$/ to, picked up)	\$ 185.00	\$ 185.00	1.02%	\$ 1.88
PET	Plastics PET (Baled, c/lb, picked up)	\$ 16.00	\$ 320.00	5.75%	\$ 18.41
HDPE N	Plastics Natural HDPE (Baled, c/lb, picked up)	\$ 72.75	\$ 1,455.00	1.31%	\$ 19.06
HDPE C	Plastics Colored HDPE (Baled, c/lb, picked up)	\$ 14.75	\$ 295.00	1.28%	\$ 3.78
Plastic #3-#7	Plastics Commingled (#3-7, Baled, c/lb, picked up)	\$ 0.75	\$ 15.00	0.89%	\$ 0.13
Aseptic-Gable Top	PS 52 Aseptic Cartons	\$ -	\$ -	0.56%	\$ -
Three Mix Glass	Glass 3 Mix (\$/ton del. as Recyclable or Disposable)	\$ (22.50)	\$ (22.50)	18.31%	\$ (4.12)
Total Non-Program materials	N/A	\$ -	\$ -	10.00%	\$ -
Excessive non-program materials	Contamination in excess of 10%	\$ (55.00)	\$ (55.00)	29.76%	\$ (16.37)
				100.0%	\$ 55.02
				Processing Fee	\$ 162.00
				Net Material Value in excess of Processing Fee	\$ (106.98)

It's important to note that while blended material values are low as of March 2023, they have been nearly three times their current as recently as May 2022 and recovery of these markets will significantly improve the impact to the City.

Value Share Changes

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- **With New Processing Fees, the following would be Value Share Range Changes after the Processing Fee has been met. This only comes into play if the blended value of the materials exceeds the Processing Fee**
- Where the Blended Value is greater than the Processing Fee and equal to or less than \$175.00/ton, the customer's value share is 55% of the difference.
- Where the Blended Value is greater than \$175.00/ton and equal to or less than \$180.00/ton, the customer's value share is 65% of the difference.
- Where the Blended Value is greater than \$180.00/ton, the customer's value share is 75% of the difference.





Questions and Thank You



**RECYCLING
SERVICES
AGREEMENT
SINGLE STREAM
BLENDED VALUE**

THIS RECYCLING SERVICES AGREEMENT ("Agreement") is made as of June __, 2023, by and between WASTE MANAGEMENT INC. OF FLORIDA. ("Company"), a Florida corporation with an office located at 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431 and Town of Pembroke Park ("Customer"), with a location at 3150 SW 52nd Avenue Pembroke Park, FL 33023.

1. TERM:

The term of the Agreement shall be for a period of five (5) years, commencing _____, 2023. The Agreement may be renewed for two (2) additional one-year terms by written mutual agreement. The Customer shall provide notice to Company of its interest in renewing this Agreement at least ninety (90) days prior to the end of the initial term or any renewal term.

2. QUANTITY AND QUALITY:

During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables ("Recyclables"). Customer will provide in accordance with Exhibit A ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation and disposal costs. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclables as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

3. RECYCLABLE VALUE:

The value of the Recyclables meeting the Specifications shall be as set forth on Exhibit B. It shall be conclusively presumed that the composition of the Recyclables delivered to the Company shall be identical to the composition of all single stream recyclables processed by Company at the processing facility used, as established from time to time by Company. Notwithstanding the foregoing, Company may perform a composition study of the Recyclables (see Exhibit C) to determine the percentage of each commodity in Customer's Recyclables and may revise the amount payable or chargeable to Customer to reflect the actual composition of Customer's Recyclables. Customer acknowledges that the value of the Recyclables may be negative.

4. PAYMENTS; CHARGES; ADJUSTMENTS:

Where the value is positive for the Recyclables, Company shall pay Customer on or about the last day of each month for Recyclables purchased during the preceding month, after deduction of any Charges owed to Company by Customer for services performed hereunder. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned

for insufficient funds is subject to a fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default.

5. SERVICE:

Customer shall have the option to deliver Recyclables, at Customer's expense, to 2380 College Avenue Davie FL ("Facility") during the Facilities operating hours, Monday through Saturday, excluding holidays specified by the Facility. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility. Company retains the right to direct deliveries to one of the Company's other facilities in Broward County for operational reasons in its sole discretion.

6. DEFAULT:

Notwithstanding the term of this Agreement set forth in paragraph one (1) above, in the event of default by a party, which default is not cured within thirty (30) days after written notice from the non-defaulting party, the non-defaulting party, at its option, may terminate this Agreement, upon written notice.

7. INDEMNIFICATION/LIMIT OF LIABILITY:

Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Recyclables, or (b) as a result of the disposal of Customer's Recyclables in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

8. REMEDIES AND WAIVER:

A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or in equity. A party shall not be deemed to waive any remedy available to it or any right under this Agreement, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

9. NOTICES:

Any notice to be given hereunder shall be sent certified mail or by a recognized national overnight carrier service to the address set forth above and in the case of Company a copy shall be sent to Waste Management Inc. of Florida, 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431 Attention: Legal Department.

10. RECORDS AND AUDIT

Customer reserves the right to audit the records of Company relating to this Agreement at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by Customer. Company shall allow Customer to inspect, examine and review the records of Company relating directly and only to this Agreement, upon reasonable notice given, at any and all times during normal business hours during the term of this Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 3150 SW 52ND AVENUE PEMBROKE PARK, FL PHONE NUMBER 954.966.4600 EXT. 234.

COMPANY understands, acknowledges and agrees that the COMPANY shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by the CUSTOMER to perform the service.
- (2) Upon request from the CUSTOMER'S custodian of public records, provide the CUSTOMER 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 or CUSTOMER policy.
- (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 the contract term and following completion of the contract if the COMPANY does not transfer the records to the CUSTOMER.
- (4) Upon completion of the contract, transfer, at no cost, to the CUSTOMER all public records in possession of COMPANY or keep and maintain public records required by the CUSTOMER to perform the service. If the COMPANY transfers all public records to the CUSTOMER upon completion of the contract, the COMPANY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COMPANY keeps and maintains public records upon completion of the contract, the COMPANY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CUSTOMER, upon request from the CUSTOMER'S custodian of public records, in a format that is compatible with the information technology systems of the CUSTOMER.

11. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

12. INSURANCE

The Company shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand dollars (\$200,000.00) per accident.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Company in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage.

UPON CONTRACT EXECUTION, THE COMPANY SHALL SUBMIT TO CUSTOMER COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CUSTOMER IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE AND THE OPERATIONS OF COMPANYS UNDER THE AGREEMENT. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled or renewal refused until at least thirty (30) calendar days written notice has been given to the Customer.

13. SCRUTINIZED COMPANIES: Pursuant to Florida Statute 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to 215.473 or is engaged in business operations in Cuba or Syria.

Company certifies by signature of this Agreement that: it is not on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; the Scrutinized Companies that Boycott Israel list, engaged in a boycott of Israel or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

14. MISCELLANEOUS:

(a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment ("Uncontrollable Circumstances"), and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other recycling services agreements for the Recyclables, whether written or oral, that may exist between the parties or its affiliates; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; (e) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision; and (f) In the event either party successfully enforces its rights against the other party hereunder, each party shall bear its own costs.

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

ATTEST:

TOWN OF _____

Date: _____

EXHIBIT A
SINGLE STREAM SPECIFICATIONS

During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables ("Recyclables") in accordance with the specifications below ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, disposal costs, and contamination fees, all of which may include an amount for Company's operating and gross profit margin. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Magazines, glossy inserts, pamphlets and catalogs
Plastic containers with symbols #3-#7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Glass food and beverage containers – brown, clear, or green - empty	Old corrugated containers/cardboard (uncoated)
	Phone books

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood

Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain more than 40% Non-Recyclables ("Excess Contamination") and may contain no Excluded Materials. In the event a load does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return or disposal costs; provided, however, that if delivered material contains more than 10% Non-Recyclables (but does not contain Excluded Materials), the material will be accepted and the Excess Contamination shall be subject to the charges set forth in Exhibit B .

"Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Customer shall deliver Recyclables, at Customer's expense, to Company's facility located at 2380 College Avenue Davie FL, or to such other location in Broward County as the Company may direct from time to time ("Facility") during the Facility's operating hours, Monday through Saturday, excluding Christmas Day. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility.

EXHIBIT B
SINGLE STREAM PRICING

1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Customer's value share is a percentage of the difference between the Blended Value and the Processing Fee as listed below. When the Blended Value is less than the Processing Fee, Customer shall pay Company the difference between the Processing Fee and the Blended Value.

Where the Blended Value is greater than the Processing Fee and equal to or less than \$175.00, the Customer's value share is 55% of the difference.

Where the Blended Value is greater than \$175.00 and equal to or less than \$180.00, the Customer's value share is 65% of the difference.

Where the Blended Value is greater than \$180.00, the Customer's value share is 75% of the difference.

2. BLENDED VALUE

To calculate the Blended Value per ton of the Recyclables,

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Customer's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PS" means the average price published at www.SecondaryFiberPricing.com for the Southeast USA Region, domestic price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average price published at www.SecondaryMaterialsPricing.com for the Atlanta (Southeast USA) Region, first dated price each month, retroactive to the first of the month.
- If PS or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may substitute such alternative publication(s) or alternate method to determine the value of each commodity set forth below.
- "T&D" means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

Material	Index Description
Mixed Paper	PS 54 Mixed Paper (MP)
Newspaper	PS 56 Sorted Residential Papers (SRNP)
Corrugated Containers	PS 11 Corrugated Containers
Aluminum cans	SMP Metals Aluminum cans (Sorted, Baled, c/lb., picked up)
Steel cans	SMP Metals Steel cans (Sorted, Baled, \$/Gross ton, picked up)
PET	SMP Plastics PET (Baled, c/lb., picked up)

Natural HDPE	SMP Plastics Natural HOPE (Baled c/lb., picked up)
Colored HDPE	SMP Plastics Colored HDPE (Baled c/lb., picked up)
Plastics #3-#7	SMP Plastics Commingled (#3-7, Baled c/lb., picked up)
Glass (3 mix)	SMP Glass 3 Mix (\$/ton del., as Recyclables or Disposable)
Polycoated cartons	\$0.00
Contamination (up to 10%)	\$0.00
Excessive Contamination (over 10%)	T&D cost (currently \$55.00/ton)

3. CHARGES

(a) The initial Processing Fee is \$162.00 per delivered ton.

(b) The Contractor has the right to adjust the Processing Fee in accordance with increases in the applicable CPI as calculated below on the anniversary of the Effective Date ("Anniversary Date"). Such CPI adjustment shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. The increases to the Processing Fee shall be based on the percentage increase in the CPI for the twelve (12) month period ending one month prior to the Anniversary Date. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), Water, Sewer, and Trash Collection (WST), (Not Seasonally Adjusted, 12-month rolling average) as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100), which shall not exceed 5%. In the event this CPI is no longer viable or no longer reflective of consumer prices in Customer's geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual agreement of the parties. Failure by Contractor to submit such CPI price adjustment shall not preclude the retroactive implementation of such adjustment as of the Anniversary Date.

At the commencement of this Agreement, the Excessive Contamination Fee for Contamination/Residue over 10% of the composition is \$55.00 per ton, as shown in Exhibit C.

EXHIBIT C
SINGLE STREAM COMPOSITION

The initial AMV calculation shall be based upon Composition Audits gathered from January 2023 through June 2023. The Composition percentages will be updated every six months to determine the percentage of each commodity in Customer's Recyclables and Exhibit B will be deemed adjusted accordingly. A representative from Customer may be present for composition studies.

By way of example,

Mar-23					
Pembroke Park					
Material	Index Description	March 2023 Market Index	Market Value (\$/Ton)	Material %	Average Market Value (\$/Ton)
Mixed Paper	PS 54 Mixed Paper - MP	\$ 3.00	\$ 3.00	6.36%	\$ 0.19
Sorted Resi Pprs & News	PS 54 Mixed Paper - MP	\$ 3.00	\$ 3.00	10.10%	\$ 0.30
OCC	PS 11 Corrugated Containers	\$ 32.50	\$ 32.50	12.99%	\$ 4.22
Aluminum	Metals Aluminum Cans (Sorted, Baled, c/lb, picked up)	\$ 82.50	\$ 1,650.00	1.67%	\$ 27.53
Steel-Tin	Metals Steel Cans (Sorted, Baled, \$/ to, picked up)	\$ 185.00	\$ 185.00	1.02%	\$ 1.88
PET	Plastics PET (Baled, c/lb, picked up)	\$ 16.00	\$ 320.00	5.75%	\$ 18.41
HDPE N	Plastics Natural HDPE (Baled, c/lb, picked up)	\$ 72.75	\$ 1,455.00	1.31%	\$ 19.06
HDPE C	Plastics Colored HDPE (Baled, c/lb, picked up)	\$ 14.75	\$ 295.00	1.28%	\$ 3.78
Plastic #3-#7	Plastics Commingled (#3-7, Baled, c/lb, picked up)	\$ 0.75	\$ 15.00	0.89%	\$ 0.13
Aseptic-Gable Top	PS 52 Aseptic Cartons	\$ -	\$ -	0.56%	\$ -
Three Mix Glass	Glass 3 Mix (\$/ton del. as Recyclable or Disposable)	\$ (22.50)	\$ (22.50)	18.31%	\$ (4.12)
Total Non-Program materials	N/A	\$ -	\$ -	10.00%	\$ -
Excessive non-program materials	Contamination in excess of 10%	\$ (55.00)	\$ (55.00)	29.76%	\$ (16.37)
				100.0%	\$ 55.02

EXHIBIT C (continued)

Composition Audits of Program Materials used for AMV Calculation

- a. The initial AMV calculation shall be based upon Composition Audits gathered from January 2023 through June 2023.

Beginning within 60 days of the commencement date of the agreement and during each subsequent six month period, WMIF shall conduct audits on not less twenty-five composition samples in accordance with ASTM Standard D5231-92(2008) so as to establish sufficient waste characterization data necessary to adjust the AMV to reflect changes in the composition of single stream materials delivered to the Designated Facilities which are utilized to calculate the AMV semi-annually, as agreed to by the Town and WMIF. A quantity of 25 audits will provide a statistical confidence of 90%. These audits may be performed on a weekly basis over the duration of a six-month period to reflect changes in weather and seasonal population behaviors which affect recycling composition.

A calendar of planned audits will be provided to the Town by WMIF indicating the schedule of planned samples. Sampling protocol shall consider the collection day of the week and geographic routing to provide the overall composition. The Town may request to have a representative observe any audits by providing a written request not less than seven days prior to the audit. At any time during the term of the Contract the Town may submit a written request to conduct a Composition Study with the aid of a qualified professional.

- b. Within ninety days after receipt of Town's request, the Town may engage a qualified professional (the "Professional") to conduct the Composition Study. The Professional will employ a Composition Study methodology generally recognized and accepted within the industry as producing accurate results under circumstances similar to those existing at the Designated Facilities. The Town will have sole and absolute discretion in choosing the Professional and the methodology to be used in conducting each Composition Study. All costs related to the Composition Study shall be the Town's obligation.
- c. Upon engaging a Professional who will conduct a Composition Study, the Town will notify WMIF as to the schedule when the study will be conducted. Both the Town and WMIF shall have the right to be present and to observe the conduct and performance of the Composition Study.
- d. The Town will deliver, or require the Professional to deliver, a copy of the final Composition Study to WMIF. Should the Composition study conducted by the Professional deviate significantly (defined as greater than 5%) from data derived from audits conducted by WMIF, an average of the two AMV totals will be used to calculate the subsequent period until the next semi-annual calculation is due.

After the Town and WMIF have received the final Composition Study, then any required resulting adjustments to the material percentages utilized to calculate the AMV as provided in Exhibit B will become effective commencing the first day of the calendar month after the month in which the parties receive the final Composition Study and will remain in effect during the

remainder of the Contract unless and until further adjusted in a future Composition Study or Town Composition Study.

AGENDA ITEM REPORT



To:

Subject: Temporary Salary Adjustment

Meeting: 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023

Department: Administrative

Staff Contact: Babette Friedman, HR Director

FINANCIAL IMPACT:

\$3,821 annually

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

[memo sewer extra pay misael](#)

Roy Brown, Finance & Budget Director	Status: Approved - Jul 06 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Jul 06 2023
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



Date: July 12, 2023

To: Mayor Mohammed and Town Commission

From: Babette Friedman, Human Resources Director

RE: Temporary Salary Adjustment– Sewer/Stormwater

A handwritten signature in black ink, appearing to read "Babette Friedman", is placed over the "From:" line of the memo header.

Our Sewer Department is extremely short staffed and will continue to be with the resignation of the Superintendent and one Maintenance Worker. Misael Flores has been working outside of his assigned Division and has been assisting the Sewer Department for the last 3 weeks.

Mr. Flores is very knowledge in all areas of Public Services and is valuable in our success of moving forward. The Public Services Director, and I appointed Mr. Flores to acting Superintendent until the new Deputy Public Services Director starts and can determine the needs of all the divisions. We are requesting a temporary salary increase for Mr. Flores from \$58,579.25 to \$62,400.00 effective June 18, 2023. The reason for the additional adjustment is that the Superintendent position should be an exempt position per Fair Labor Standards Act (FLSA) guidelines since it is a management position. In the past it was treated as a non-exempt position. There will be no on-call pay or overtime paid to this position going forward.

Upon return to the former position, the pay shall return to the original pay amount.

The additional pay should be paid out of the sewer enterprise fund.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

CC: Aleem Ghany, Public Services Director

AGENDA ITEM REPORT



To:

Subject: Purchase of Crane Truck for the Sewer Dept.

Meeting: 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Presently our crane truck is inoperable. We have taken it to the Ford Dealership and other mechanic shops and no one wants to provide us with a quote to repair the hydraulic leak. Staff recommends we purchase a new truck which is an integral part to do lift station and stormwater pump station maintenance.

FINANCIAL IMPACT:

Total costs: \$144,281.75

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[Ford F-450 Chassis XL 4x4 SD Crew Cab 2023 in. WB DRW](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Jul 06 2023
Roy Brown, Finance & Budget Director	Approved - Jul 06 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Jul 06 2023
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None

Prepared For: Town of Pembroke Park, Florida
Frank, Bradley

Date 06/14/2023
AE/AM JG9/A0M

Unit #

Year 2022 **Make** Ford **Model** F-450 Chassis

Series XL 4x4 SD Crew Cab 203 in. WB DRW

Vehicle Order Type Ordered **Term** 48 **State** FL **Customer#** 597381

\$ 144,281.75	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>FL</u>
\$ 450.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 150.00	Other: (See Page 2)
\$ 21,664.76 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 122,766.99	Total Capitalized Amount (Delivered Price)
\$ 1,841.50	Depreciation Reserve @ <u>1.5000%</u>
\$ 646.42	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 2,487.92	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>60,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0450</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00	Sales Tax <u>7.0000%</u> State <u>FL</u>
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\$ 2,487.92 Total Monthly Rental Including Additional Services

\$ 34,374.99	Reduced Book Value at <u>48</u> 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, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Pembroke Park, Florida

BY [Signature] **TITLE** [Title] **DATE** [Date]

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. 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.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Legacy Auto Transporter	C	\$ 795.00
Mechanics/Crane - Knapheide Quote# L1871-23 (AME Quote: L1871-23)	C	\$ 85,102.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 85,897.00
Aftermarket Equipment Total		\$ 85,897.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 200.00
Courtesy Delivery Fee	C	\$ 150.00
Total Other Charges Billed		\$ 200.00
Total Other Charges Capitalized		\$ 150.00
Other Charges Total		\$ 350.00

VEHICLE INFORMATION:

2022 Ford F-450 Chassis XL 4x4 SD Crew Cab 203 in. WB DRW - US

Series ID: W4H

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$50,189	\$52,830.00
Total Options	\$6,181.00	\$3,540.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$58,165.00	\$58,165.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White
Interior: AS-(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
17F	XL Decor Group (LPO)	\$200.00	\$220.00
17FFBP	Chrome Front Bumper	Included	Included
17F_	XL Decor Group	Included	Included
19Z	4G LTE Wi-Fi Hotspot Removal	\$-18.00	\$-20.00
203WB	203" Wheelbase	STD	STD
41P	Transfer Case Skid Plates	\$91.00	\$100.00
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
525_	Steering Wheel-Mounted Cruise Control	Included	Included
52B	Trailer Brake Controller	\$273.00	\$300.00
54K	Folding Trailer Tow Mirrors w/Power Heated Glass	Included	Included
59H	Center High-Mounted Stop Lamp (CHMSL)	NC	NC
61J	6-Ton Hydraulic Jack	\$50.00	\$55.00
62R	Transmission Power Take-Off Provision	\$255.00	\$280.00
63A	Utility Lighting System	\$145.00	\$160.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel	Included	Included
650A	Order Code 650A	NC	NC
76D	Advanced Security Pack Inclination Sensor Removal	\$-46.00	\$-50.00
872	Rear View Camera & Prep Kit	\$377.00	\$415.00
90L	Power Equipment Group	\$1,229.00	\$1,350.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPWN	Power Front & Rear Side Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
942	Daytime Running Lamps (DRL) (LPO)	\$41.00	\$45.00
94P	Pre-Collision Assist	\$104.00	\$115.00
96V	XL Value Package	\$360.00	\$395.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
DEA ADJ	Dealer Adjustment	\$2,760.00	\$-220.00
MYKEY	MyKey	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 16,500 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X8L	Limited Slip w/4.88 Axle Ratio	\$360.00	\$395.00
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
Front Tow Hooks: 2 front tow hooks
Front Mud Flaps: front and rear mud flaps
Body Material: aluminum body material
: trailering with harness, brake controller
Fender Flares: black fender flares
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance

Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Trip Computer: trip computer
Trip Odometer: trip odometer
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
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
Door Ajar Warning: door-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 and rear 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
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Traction Control: 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 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 335-hp, 7.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



CLIENTELE

LOCAL & NATIONAL





ESTIMATED PRICING



Ford F-450

Ford F-550

Prepared For: Town of Pembroke Park, Florida Ghany, Aleem						Date 07/12/2023 AE/AM JG9/AOM	
Unit #							
Year		2023	Make		Ford	Model F-450 Chassis	
Series		XL 4x4 SD Crew Cab 203 in. WB DRW					
Vehicle Order Type	Ordered	Term	60	State	FL	Customer# 597381	
\$ 150,756.00		Capitalized Price of Vehicle ¹					
\$ 0.00		*	Sales Tax <u>0.0000%</u> State <u>FL</u>				
\$ 450.00		*	Initial License Fee				
\$ 0.00		Registration Fee					
\$ 450.00		Other: (See Page 2)					
\$ 151,190.88		*	Capitalized Price Reduction				
\$ 0.00		*	Tax on Capitalized Price Reduction				
\$ 0.00		Gain Applied From Prior Unit					
\$ 0.00		*	Tax on Gain On Prior				
\$ 0.00		*	Security Deposit				
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)				
\$ 15.12		Total Capitalized Amount (Delivered Price)					
\$ 0.23		Depreciation Reserve @ <u>1.5000%</u>					
\$ 153.98		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²					
\$ 154.21		Total Monthly Rental Excluding Additional Services					
Additional Fleet Management							
Master Policy Enrollment Fees							
\$ 0.00		Commercial Automobile Liability Enrollment					
		Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management					
		Comp/Coll Deductible <u>0 / 0</u>					
\$ 106.15		Full Maintenance Program ³ Contract Miles <u>75,000</u>					
		OverMileage Charge <u>\$ 0.0850</u> Per Mile					
		Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>					
		# Tires <u>0</u>					
		Loaner Vehicle Not Included					
\$ 106.15		Additional Services SubTotal					
\$ 0.00		Sales Tax <u>7.0000%</u> State <u>FL</u>					
\$ 260.36		Total Monthly Rental Including Additional Services					
\$ 1.32		Reduced Book Value at <u>60</u> Months					
\$ 400.00		Service Charge Due at Lease Termination					

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Public Works
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S
Lic. Plate Type	Unknown
GVWR	0

Prepared For:

Town of Pembroke Park, Florida

Date

07/12/2023

Ghany, Aleem

AE/AM JG9/AOM

Unit #

Year 2023

Make Ford

Model F-550

Chassis

Series

XL 4x2 SD Regular Cab 145 in. WB DRW

Vehicle Order Type

Ordered

Term 48

State FL

Customer# 597381

\$ 153,979.00

Capitalized Price of Vehicle¹

\$ 0.00

*

Sales Tax 0.0000% State FL

\$ 450.00

*

Initial License Fee

\$ 0.00

Registration Fee

\$ 275.00

Other: (See Page 2)

\$ 154,238.57

*

Capitalized Price Reduction

\$ 0.00

*

Tax on Capitalized Price Reduction

\$ 0.00

Gain Applied From Prior Unit

\$ 0.00

*

Tax on Gain On Prior

\$ 0.00

*

Security Deposit

\$ 0.00

*

Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 15.43

Total Capitalized Amount (Delivered Price)

\$ 0.23

Depreciation Reserve @ 1.5000%

\$ 157.03

Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 157.26

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

\$ 100.10

Full Maintenance Program ³ Contract Miles 60,000

Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 100.10

Additional Services SubTotal

\$ 0.00

Sales Tax 7.0000%

\$ 257.36

Total Monthly Rental Including Additional Services

\$ 4.39

Reduced Book Value at 48 Months

\$ 400.00

Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Public Works

Exterior Color

(0 P) Oxford White

Interior Color

(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S

Lic. Plate Type

Unknown

GVWR

0

Comp/Coll Deductible

0 / 0

OverMileage Charge

\$ 0.0800 Per Mile

Tires 0

Loaner Vehicle Not Included

State FL

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Public Works
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S
Lic. Plate Type	Unknown
GVWR	0

AGENDA ITEM REPORT



To:

Subject: Trinity Lake Fill (Discussion)

Meeting: 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

A permit application was submitted to the Town's Building Dept. for filling of a portion of Trinity Lake. Since Trinity Lake is an integral part of the Town's Stormwater Management System the Public Services Division is bringing this item and presentation for discussion and informational purposes.

ATTACHMENTS:

[1987 001](#)

[1990 001](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Jul 06 2023
Roy Brown, Finance & Budget Director	Approved - Jul 06 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Jul 06 2023
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None

June 16, 2023

Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, Florida 33023

**RE: TRINITY LAKE RECLAMATION
LAND USE PLAN AMENDMENT
DRAINAGE ANALYSIS
CTA PROJECT NO. 20-0023-001-02**

To Whom it May Concern:

CRAIG THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

We are preparing a Land Use Plan Amendment (LUPA) application to the Town of Pembroke Park and Broward County for the above referenced project. Attached for your use are sketches showing the existing and proposed Land Use designations and the boundaries of the amendment site. The Town and County designations and acreages do not always match so the boundaries of the amendment site differ between the Town and County land use maps.

The amendment site is designated Medium (16) Residential on the County's land use map and the proposed amendment is to Commerce, Medium (16) Residential and Medium-High (25) Residential. The amendment site is designated Medium Density Residential, Industrial and Private Recreation on the Town's land use map and the proposed amendment is to Industrial, Medium (16) Residential and Medium-High (25) Residential.

As part of the LUPA application, we are required to submit correspondence from the service provider verifying information for the drainage analysis. The analysis is as follows:

1. Provide the drainage level of service per the adopted and certified local land use plan.

1-in-100-year storm with attenuation (24 hour storm event) and treatment of the first 1" of run-off on-site.¹ In addition, the South Florida Water Management District requires all stormwater management facilities to be designed for at least the 100-year storm increased by 25%.²

3563 N.W. 53rd Street
Fort Lauderdale, FL 33309-6311
(954)739-6400
Fax (954) 739-6409

¹ Town of Pembroke Park, 2019. Comprehensive Plan: Goals, Objectives, and Policies Document. Adopted January 9.

² Town of Pembroke Park, 2017. Infrastructure Element, Data and Analysis. Adopted March 8.

2. Identify the drainage district and drainage systems serving the amendment area.

The Town of Pembroke Park is located in the C-10 eastern drainage district. No primary or secondary drainage canals exist in or serve the Town, so there are no direct or indirect connections to the C-10 Canal. Urban run-off is dispersed by roadway percolation through well-drained sandy soils.³

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

Drainage improvements are in the conceptual phase. The entire site will be treated and drained to the 7.6-acre pond for storage. The onsite surface water management system will consist of dry retention areas, exfiltration trench, pipes and the pond. One-half (1/2") inch of runoff will be pre-treated in a "dry" system prior to discharge into the pond.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site.

Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

An application to BCEPGMD and SFWMD has been made for the proposed filling of a portion of the lake to accommodate the proposed development. A permit and license have been issued for the reclamation. ERP 06-03339-P and SWM 2001-129-3 have been issued on April 14, 2023

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrated how the site will be drained and the impact on the surrounding properties.

The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage for proposed water management retention area, elevations for buildings, roads and yards, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

The stormwater management systems for this development would drain into the 7.60 acres of pond area remaining after the reclamation. Stage-storage calculations will be done to show the proposed condition is equal to or better than the existing permitted condition. Water quality requirements for the site will be met within the proposed pond system without modifying the existing control structure. A recovery calculation will also be provided to show the bleed down of the site within the required time frame.

³ Town of Pembroke Park, 2017. Infrastructure Element, Data and Analysis. Adopted March 8.

The permitted and current wet season water table elevation is 0.41' NAVD, the permitted minimum road crown elevation is 6.5' NAVD based on a 10-year 1-day storm event and the permitted minimum floor elevation is 8.5' NAVD is based on a 100-year 3-day storm event. The Base Flood Elevation per the current FEMA maps is not specified as the site is in an X flood zone. Please note the minimum road crown elevations are designed for public rights-of-way. Parking lot design without specific local criteria can be designed for a 5-year storm event.

Please kindly submit a letter verifying and/or correcting the information in items 1 – 5 above. The letter must include name, position, and contact information of party providing verification. Please forward the letter to my attention at your earliest convenience or give me a call if you have any questions, or require any additional information pertaining to our request. We greatly appreciate your assistance.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



MATT EDGE, CNA-A
Planner

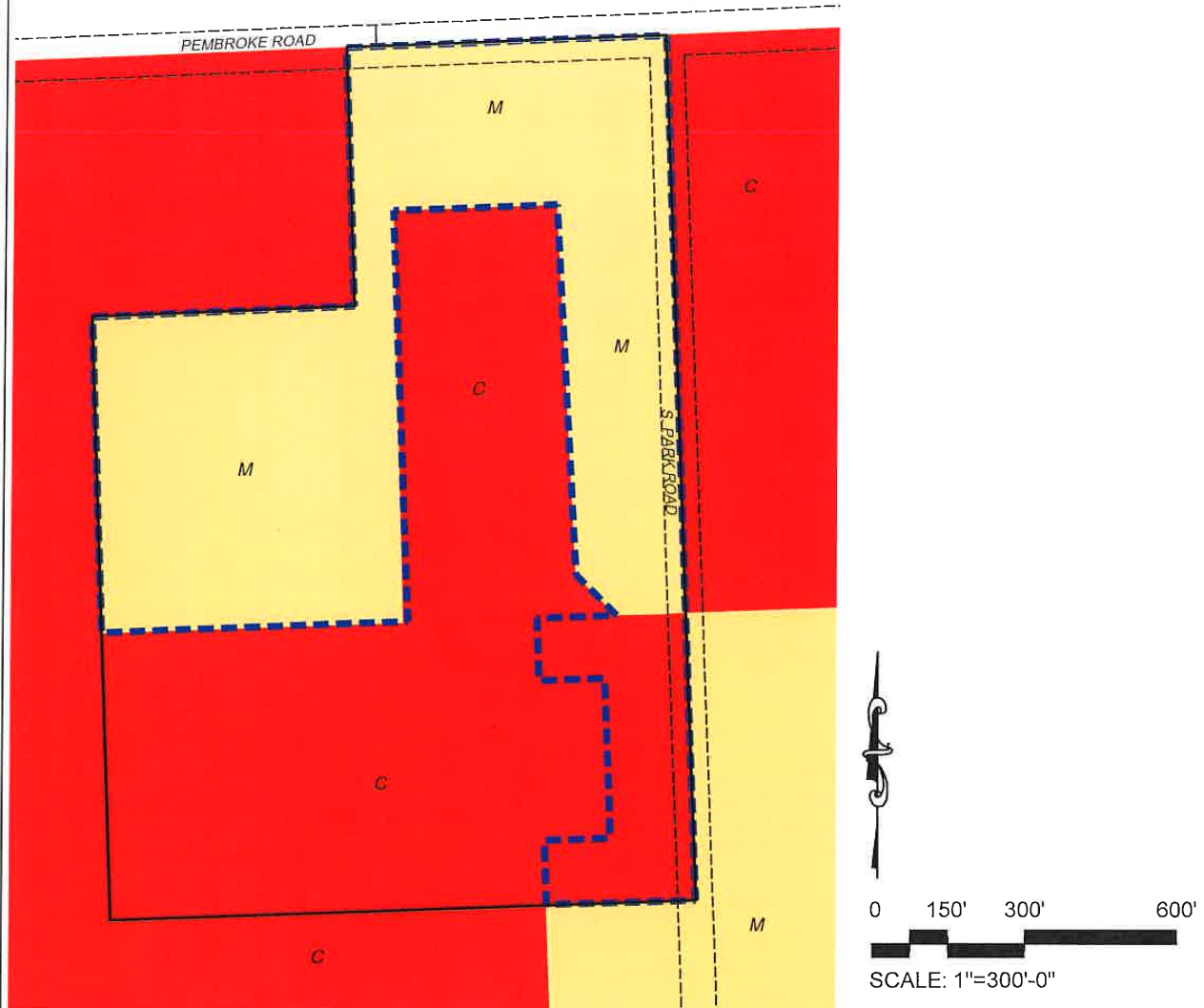
Attachments

County Existing Land Use Plan
County Proposed Land Use Plan
Town Existing Land Use Plan
Town Proposed Land Use Plan

CRAVEN THOMPSON & ASSOCIATES, INC.

BROWARD COUNTY, FLORIDA EXISTING LAND USE PLAN

B-1



LAND USE LEGEND

- M MEDIUM (16) RESIDENTIAL
- C COMMERCE
- AMENDMENT SITE (LUPA BOUNDARY)
- PROJECT SITE

NOTE: LAND USE ACREAGES ARE FOR
THE AREA WITHIN THE PROJECT SITE

Land Use	Acreage
No Change	
Commerce	25.3
Amendment Site	
Medium (16) Residential	23.5
Commerce	4.8
Project Site	
Total	53.6

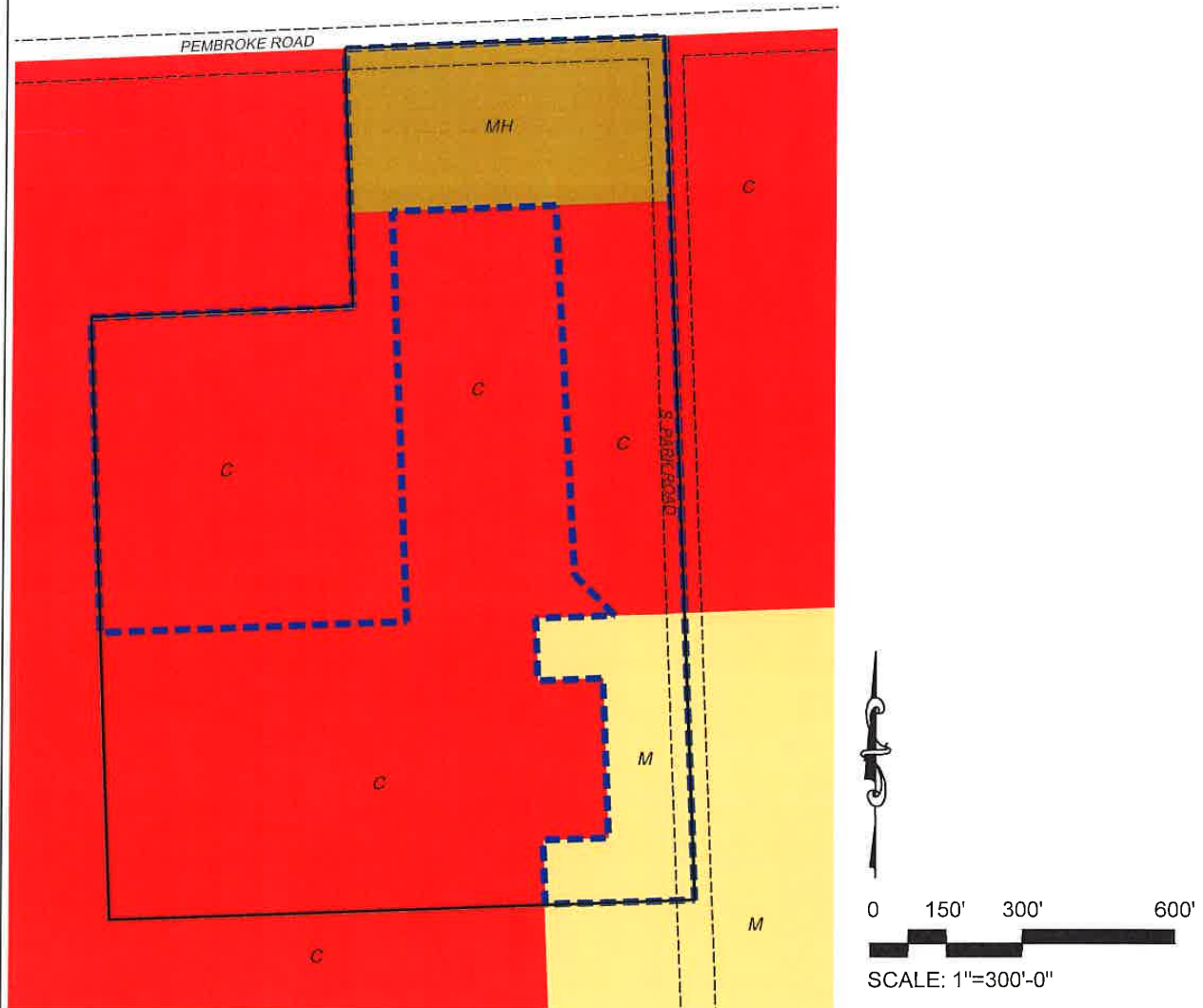
R: \LANDSCAPE\2020\20-0023-001-01 TRINITY SITE\DRAWINGS\20-0023-001-01_COUNTY LUPA EXHIBITS

CRAVEN • THOMPSON & ASSOCIATES, INC.
 ENGINEERS • PLANNERS • SURVEYOR'S
 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL: (954) 739-8400
 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL
 NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2023

JOB NO.: 20-0023-001	
DRAWN BY: NDP	F.B. PG.
CHECKED BY: JB	DATED: 7/12/21

BROWARD COUNTY, FLORIDA PROPOSED LAND USE PLAN

B-2



LAND USE LEGEND

- M MEDIUM (16) RESIDENTIAL
- MH MEDIUM-HIGH (25) RESIDENTIAL
- C COMMERCE
- AMENDMENT SITE (LUPA BOUNDARY)
- PROJECT SITE

NOTE: LAND USE ACREAGES ARE FOR
THE AREA WITHIN THE PROJECT SITE

Land Use	Acreage
No Change	
Commerce	25.3
Amendment Site	
Commerce	17.8
Medium (16) Residential	4.0
Med-High (25) Residential	6.5
Project Site	
Total	53.6

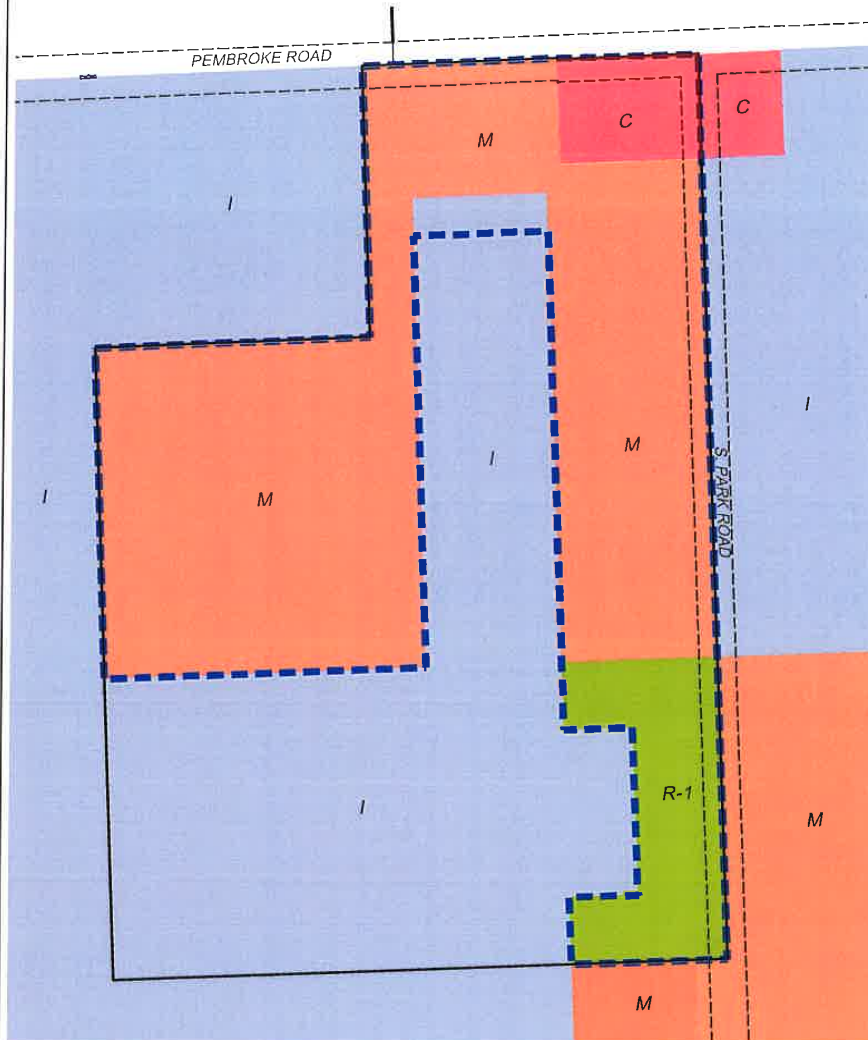
R:\LANDSCAPE\2020\20-0023-001-01 TRINITY SITE\DRAWINGS\20-0023-001-01_COUNTY LUPA EXHIBITS

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JOB NO.: 20-0023-001	
DRAWN BY: NDP	F.B. PG.
CHECKED BY: JB	DATED: 7/12/21

TOWN OF PEMBROKE PARK, FLORIDA EXISTING LAND USE PLAN

B-3



LAND USE LEGEND

- M** MEDIUM (16) RESIDENTIAL
- I** INDUSTRIAL
- R-1** PRIVATE RECREATION
- C** COMMERCIAL
- AMENDMENT SITE (LUPA BOUNDARY)**
- PROJECT SITE**

**NOTE: LAND USE ACREAGES ARE FOR
THE AREA WITHIN THE PROJECT SITE**

R: \LANDSCAPE\2020\20-0023-001-01 TRINITY SITE\DRAWINGS\20-0023-001-01_CITY LUPA EXHIBITS

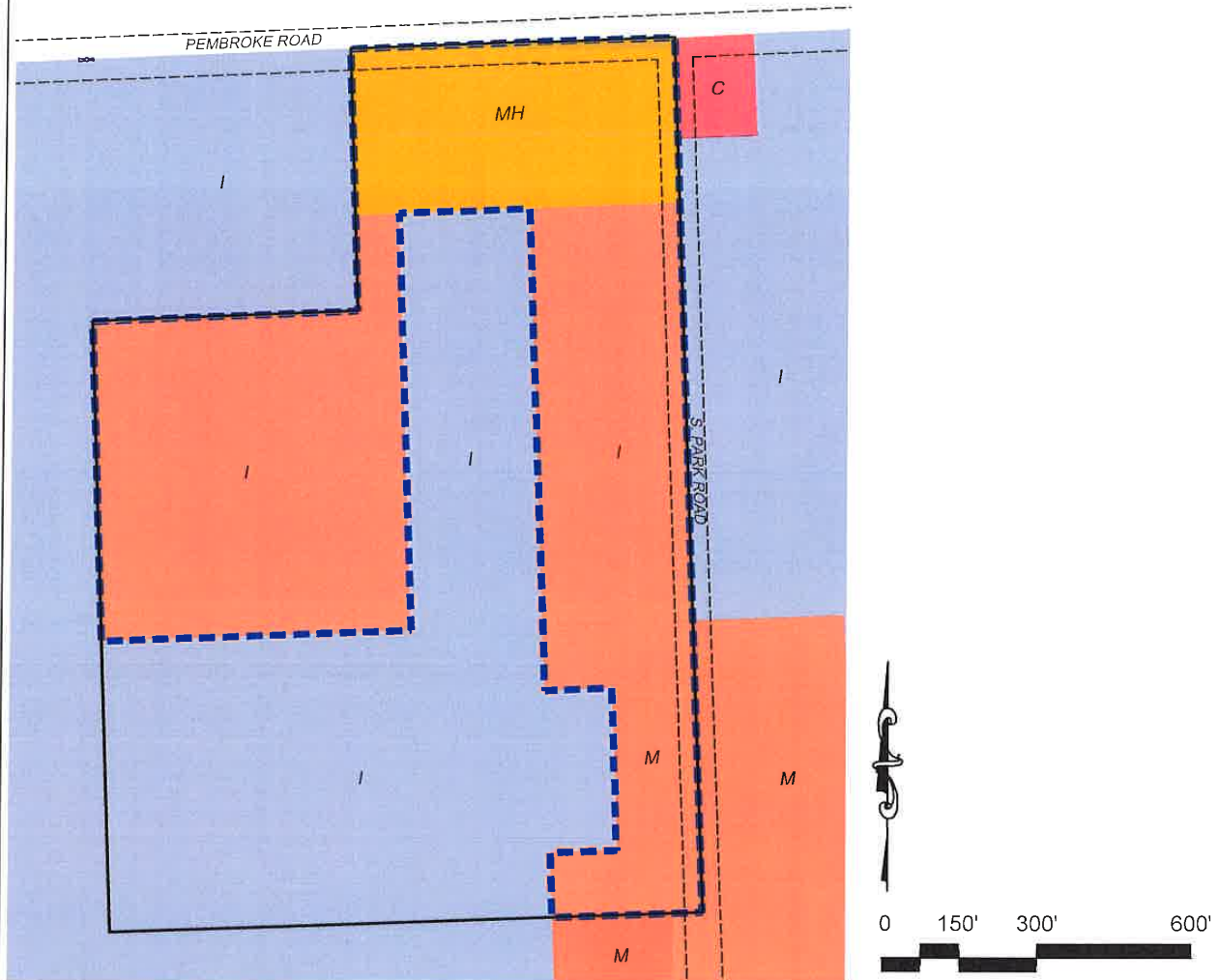
Craven • Thompson & Associates, Inc.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL.: (954) 739-8400
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Land Use	Acreage
No Change	
Industrial	23.2
Amendment Site	
Industrial	0.6
Medium (16) Residential	24.1
Commercial	1.7
Private Recreation	4.0
Amendment Site Total	30.4
Project Site	
Total	53.6

JOB NO.: 20-0023-001	
DRAWN BY: NDP	F.B. PG.
CHECKED BY: JB	DATED: 7/12/21

TOWN OF PEMBROKE PARK, FLORIDA PROPOSED LAND USE PLAN

B-4



LAND USE LEGEND

- M MEDIUM (16) RESIDENTIAL
- MH MEDIUM-HIGH (25) RESIDENTIAL
- I INDUSTRIAL
- C COMMERCIAL
- AMENDMENT SITE (LUPA BOUNDARY)
- PROJECT SITE

**NOTE: LAND USE ACREAGES ARE FOR
THE AREA WITHIN THE PROJECT SITE**

R: \LANDSCAPE\2020\20-0023-001-01 TRINITY SITE\DRAWINGS\20-0023-001-01_CITY LUPA EXHIBITS

Craven • Thompson & Associates, Inc.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL.: (954) 739-8400
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NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2023

Land Use	Acreage
No Change	
Industrial	23.2
Amendment Site	
Industrial	19.9
Medium (16) Residential	4.0
Med-High (25) Residential	6.5
Amendment Site Total	30.4
Project Site	
Total	53.6

JOB NO.: 20-0023-001	
DRAWN BY: NDP	F.B. PG.
CHECKED BY: JB	DATED: 7/12/21



Howard Nelson, Esq.
Tel. 305.350.2386
Fax 305.351.2246
hnelson@bilzin.com

March 6, 2012

Via Hand Delivery

Michael J. Miller, AICP
Consulting Town Planner
Town of Pembroke Park, Florida
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Re: Pembroke Industrial Park

Dear Mr. Miller:

This firm represents the owners and developers of Pembroke Industrial Park with respect to certain matters, including their current request for filling of their lake located northeast of Hallandale Beach Boulevard and S.W. 38th Avenue, Pembroke Park, Florida.

As you are aware, in connection with the above-referenced request, Town of Pembroke Park ("Town") staff has asked my client to prepare their schematic diagrams of the site, stormwater analysis and, further, analysis of more regional groundwater issues in an attempt to provide some assistance for historic flooding during rain events in the eastern part of Pembroke Park.

As a long-term corporate citizen of the Town, my client has been happy to assist in the effort to alleviate some of the historic flooding issues in east Pembroke Park, even to the extent that some of the studies requested by the Town and undertaken by my client addressed issues we believe to be above and beyond our obligation under state, federal and local law. Notwithstanding this reservation, we are pleased to present you with completed copies of the following requested documents:

1. Conceptual site plan for Pembroke Industrial Park prepared by Charles L. Buckalew, which addresses, in a conceptual manner, site development issues;
2. Drainage calculations as part of a proposed modification to Environmental Resource Permit No. 06-06056-P03, prepared by Miller Legg & Associates, providing the stormwater management analysis pertaining to site development and existing adjoining development, as required by both state law and county code; and

MIAMI 2954970.1 7941535529

BILZIN SUMBERG BAENA PRICE & AXELROD LLP

1450 Brickell Avenue, Suite 2300, Miami, FL 33131-3456 Tel 305.374.7580 Fax 305.374.7593

Page 9 of 12

Michael J. Miller, AICP
March 6, 2012
Page 2

3. A groundwater flow analysis, including calculations, prepared by Hydrologic Associates U.S.A., Inc. relating to soil storage and permeability analysis for the subject property and properties located directly to the east.

We believe that these analyses provide the remainder of the information requested by Town staff in order to complete their review of my client's application.

In addition to the above documents, we have sent, under separate cover, title analysis for the requested two-acre donation parcel, consisting of an ownership and encumbrance report prepared by my client's real estate counsel.

We look forward to your review of the above-referenced materials and to a staff recommendation for approval of my client's application at the April, 2012 Town Commission meeting.

Please do not hesitate to contact my office immediately if you have any questions or require additional clarification of the matters contained herein. Thank you in advance for your diligent attention to this matter.

Sincerely,



Howard Nelson

HEN/mp
Enclosures

cc: Mayor (w/o attachments)
Town Commissioners (w/o attachments)
Town Attorney (w/o attachments)

MIAMI 2954970.1 7941535529



BILZIN SUMBERG BAENA PRICE & AXELROD LLP

Todd Larson

From: Michael Miller <mmiller@michaelmillerplanning.com>
Sent: Thursday, March 22, 2012 4:34 PM
To: Robert Levy; Tom Wilde; Todd Larson; orubio@craigasmith.com; Peter Kunen; blandis@craigasmith.com; GailCLandis@aol.com
Cc: cjr@ryanlawfl.com
Subject: Pembroke Industrial Park - Resubmittal Comments on Mar 7 2012 Documents
Attachments: PIP Lake Fill Permit History Based on Mar 7 2012 Submittal.doc; PIP Lake Fill Permit Comments Mar 22 2012.pdf

Town Staff:

As you know the Town has been attempting to work with the Mosely group about the future development of Meekins Lake. On March 7th, 2012 at the TC Workshop meeting they delivered 3 binders with new information. I distributed copies to CASA, Todd Larson and we kept a copy. We have all had an opportunity to now review the new documents. I feel much progress has finally been made in the last 2 months. That being said I find the new documents are filled with data errors and possibly conclusions. They refuse to further modify the conceptual site plan. They had previously agreed to provide a code-compliant site plan sketch. The biggest issues are a lack of required parking spaces (over 200+/- spaces short) and the Town requires at 15% open space on upland areas O they show 12%-13%. A staff coordination meeting has been scheduled for Friday March 23, 2012 to go over our collective comments on the new documents submitted.

To facilitate the discussion tomorrow I prepared 2 documents. The first is simply a chronology of the events from the original submittal to today. The 2nd is a listing of my initial comments on the new documents that were submitted. See the attached.

Michael J. Miller, AICP
Consultant Town Planner
March 22nd, 2012

Mr. Perkins,

The Town of Pembroke Park Storm-water Retrofit project is a collaborative effort targeting a decade long issue that has created economic hardships on the Town, our businesses, and residential community. Southwest 30th Avenue has been declared a repetitive flood by FEMA. Over the years, the businesses that operate along this street have suffered through three floods that have caused hundreds of thousands of dollars in property damage and lost income. The employees of these businesses lose their income while the businesses struggle through the flood insurance claim process. Each day these business are closed because of the flooding creates a larger economic hardship to the families. The residential area directly behind SW 30th Avenue has been affected as well. The flood water has damaged the local sewer pump stations at the cost of over \$150,000 to the Town. While these pump stations were not working, raw sewage combined with flood water damaged over 150 mobile homes. At a minimum, each mobile home had to replace some flooring and air condition duct work/units. If you are not aware, mobile homes run all of their air conditioning duct work under the home. The average cost of replacing the duct work is \$600 per mobile home. The last event (Dec. 2010), the flood waters sat stagnate on SW 30 Avenue for five days straight. The flood waters during a 2000 storm did not recede for over a three week period. This event create a lost to the surrounding businesses over two million dollars. Beside the economic impact, the environment has suffered as well. Polluted storm water runoff created by the newly raised I-95 has created some environmental concerns and potential health hazard. The total cost to correct this flood region is in excess of \$512,000. The Town has spent \$40,000 in preliminary design and engineering costs. FEMA has awarded the Town \$384,306 to help correct the issue. The local businesses have committed a \$30,000 donation to fix the flood issue. A \$100,000 appropriation from the State of Florida will prevent the damage from continuing. The job itself will create jobs for the area. The work is estimated to last over six months and create over 15 positions.

Trinity Broadcasting



Engineering Inspired Design.

BEHAN LAKE FILL

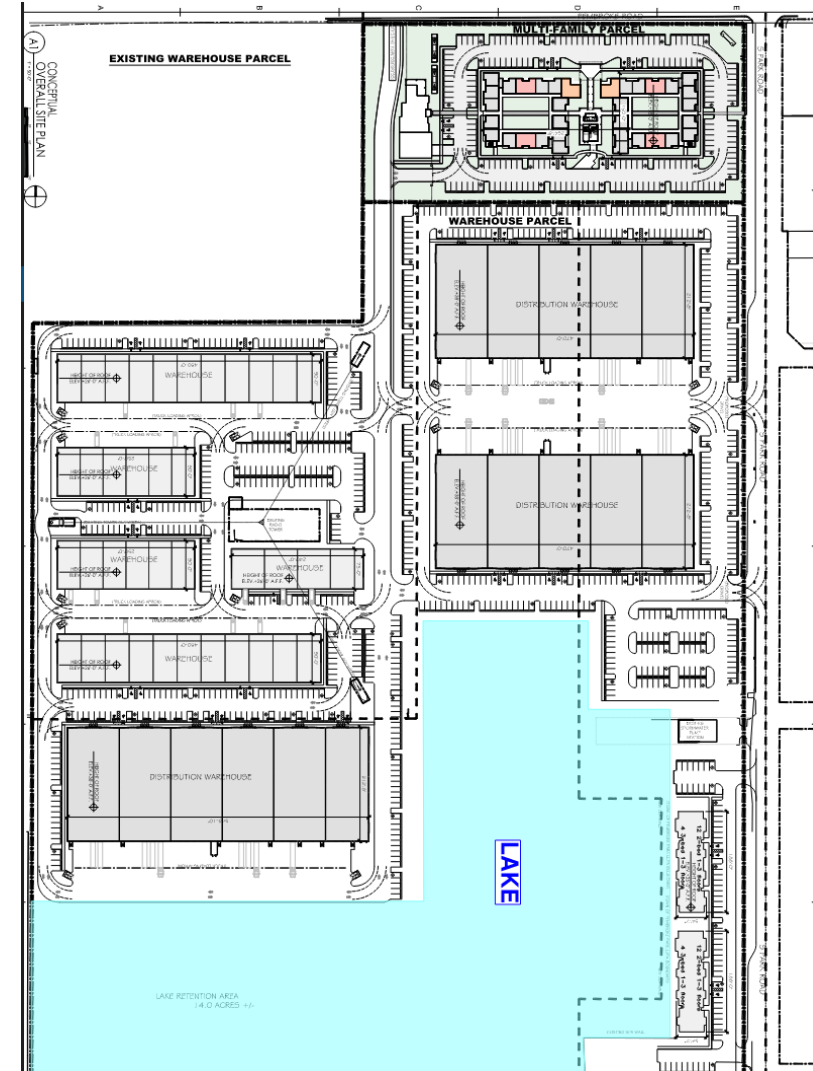
Project Overview

Owner: Trinity Broadcasting Network of Florida

Engineer: Craven, Thompson & Associates, Inc.

Location: 3200 / 3300 / 3324 Pembroke Road, Pembroke Park, FL 33009

Description: The Trinity Broadcasting Network of Florida is requesting a Land Use Plan Amendment (LUPA) for the properties above mentioned. The proposed development consist of partially developing the 53.6 acre-site from a Motor Home Park to an industrial / Commercial Complex including a Multi-Family Building. The development will fill part of Behan Lake and therefore reducing the stormwater impounding capability of the Town during rain events.

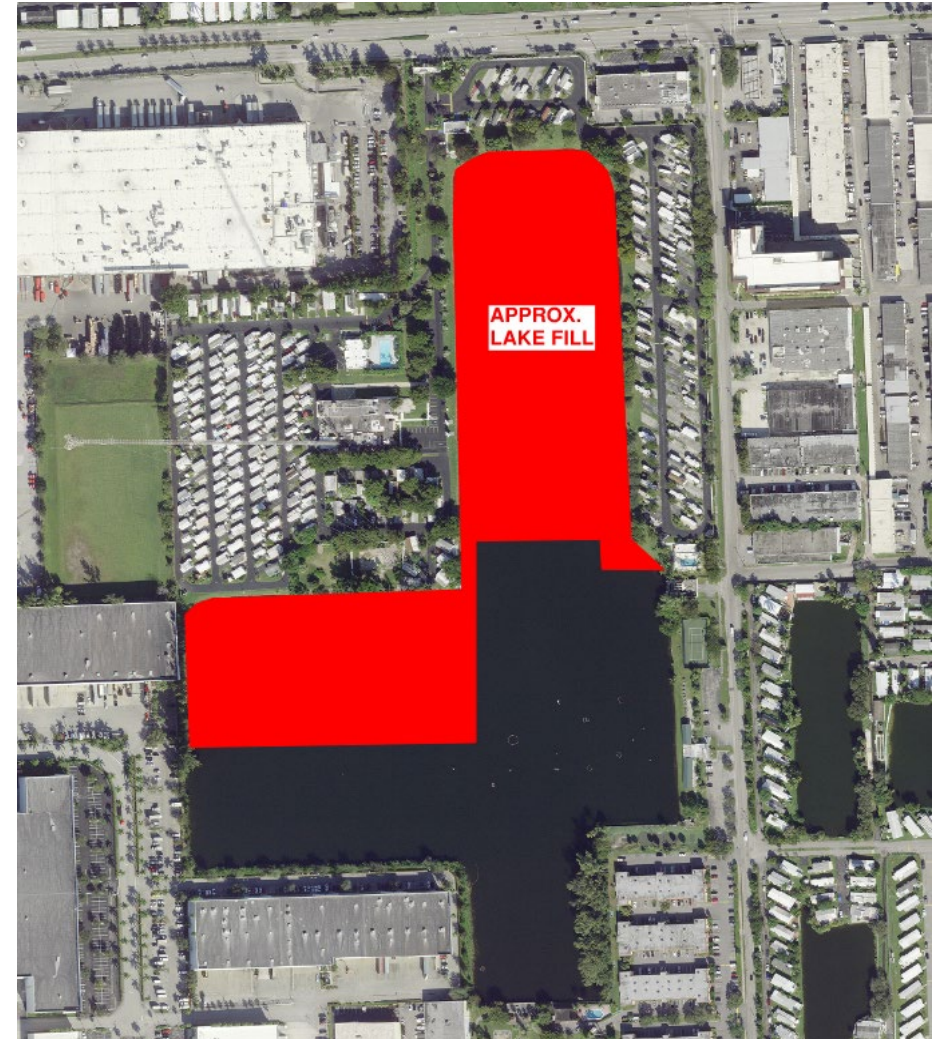


Proposed Stormwater Analysis

Per the Drainage letter provided to the Town on 06/16/2023 by Craven, Thompson and Associates (CTA) on behalf of the owner, the development stormwater attenuation will consist of dry retention areas, exfiltration trench, pipes and the remaining portion of the lake that will not be filled.

The proposed stormwater level of service 1-in-100-year storm with attenuation (24-hour storm event) and treatment of the first 1" of run-off on-site.¹ In addition, the South Florida Water Management District requires all stormwater management facilities to be designed for at least the 100-year storm.

The drainage analysis will modify the existing permit and will use the wet season water table elevation of 0.41' NAVD with a minimum crown of road elevation of 6.5' NAVD based on a 10 year 1-day storm event.

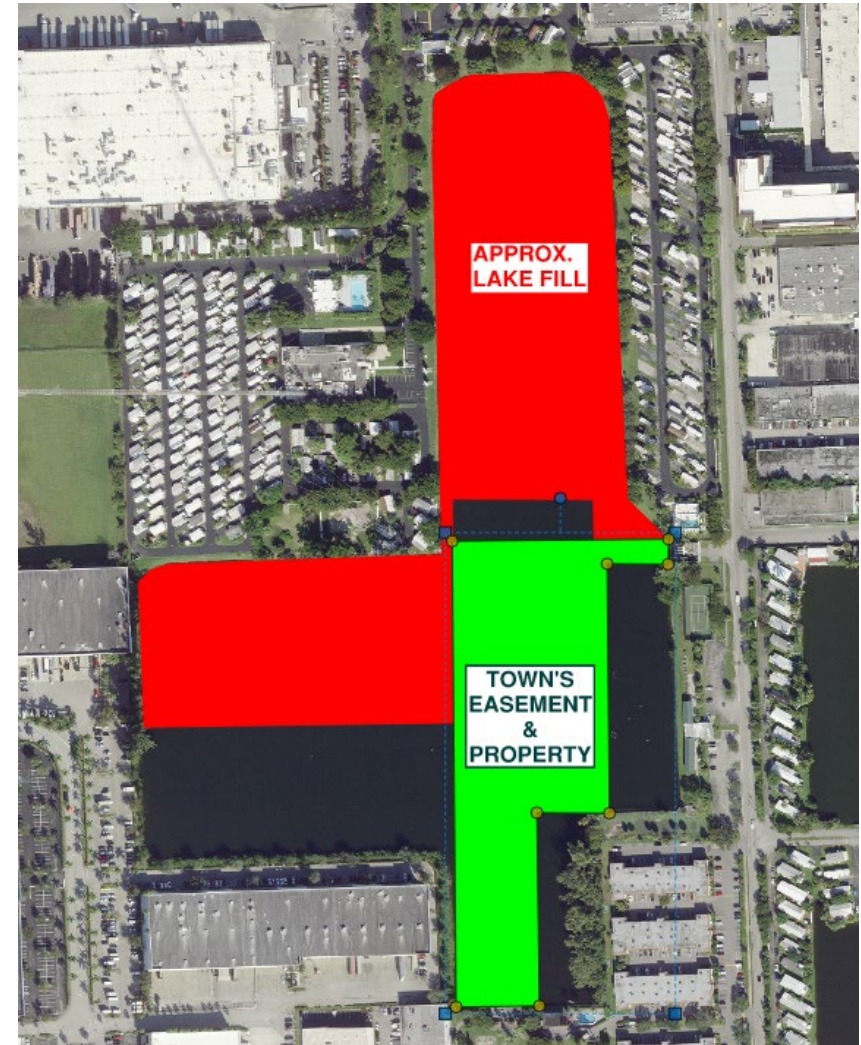


Stormwater Concerns:

The Town's stormwater concerns are that after the development is fills 15.00 acres of Behan Lake the stormwater management plan would exacerbate the flooding in the surrounding areas during rain events.

The Town uses the Lake for stormwater impounding. It owns a portion on the South part of the lake and has two (2) recorded easements, totaling 7.55 Acres. These lake portions are used to discharge the stormwater of the surrounding streets, such as SW 25th Street, SW 31st Avenue.

Additionally, the water operation level of the Lake would need to be adjusted to maintain the level of service required to maintain the flooding levels to a minimum in the surrounding areas.



Town requirements:

Per the Town's Ordinances Sec. 5-29, Sec 5-73 & Sec 5-74, we can request the following information to be provided by the development team.

1. Preliminary Site Plan
2. Paving, Grading and Drainage Plan including existing and proposed Lake Cross Sections.
3. Hydrology / Hydraulic Study
4. Lake Operation Elevations Calculations
5. Stormwater Calculations as part of the Proposed Modification to ERP No. 06-03339-P & SWM L2001-129-3 using the latest elevation High Groundwater Elevations
6. Groundwater Flow Analysis
7. Pre vs Post Stormwater Calculations
8. Pre & Post Topo bathymetric survey

▪ Sec. 5-29. ~~Property association responsibility for completion of building project.~~

All property associations which join on a building permit application shall be responsible to insure that all permitted construction is completed in compliance with the building permit application.

(Ord. No. 06-01-01, § 2, 1-11-06) Section Break (Continuous)

▪ Sec. 5-73. ~~Effect of excavation or fill on water supply, stormwater management or adjacent property.~~

The Town Commission shall consider in the granting or denying of an application under this division the type of fill being used and the effect it may have on the underlying water supply, stormwater management system, as well as adjacent properties. The construction, alteration, excavation, filling, operation, maintenance, abandonment and removal of fill materials that could affect surface waters shall be determined to:

- (1) → Not adversely impact the Town's overall stormwater management system set forth in the Town's adopted Stormwater Master Plan by negatively reducing areas below requirements for sub-basin stormwater retention;
- (2) → Not create a condition below the adopted Level of Service (LOS) for stormwater management set forth in the adopted Comprehensive Plan and Chapter 13.5 entitled Land Development Regulations of this Code;
- (3) → Not adversely degrade water quality so as to affect wetlands or surface waters and is contrary to the public interest;
- (4) → Not adversely affect the quality of receiving waters such that the water quality standards set forth in Chapter 62 of the Florida Administrative Code (FAC) will be violated;
- (5) → Not cause adverse secondary or unacceptable cumulative impacts to water resources;
- (6) → Not adversely affect required open space and/or recreational uses;
- (7) → Not adversely affect wildlife, fish or other aquatic species or habitats;
- (8) → Not adversely affect navigation or the flow of water or cause harmful erosion or shoaling;
- (9) → Not be inconsistent and incompatible with any permits and conditions attached thereto issued by the U.S. Corp of Engineers, Florida Department of Environmental Protection, South Florida Water Management District or Broward County;
- (10) → Not adversely impact adjoining properties or neighborhoods.

(Ord. No. 79-6-1, § 7, 6-13-79; Ord. No. 08-05-11, § 7, 5-14-08)

Editor's note(s) — Ord. No. 08-05-01, § 7, changed the title of § 5-73 from Effect of fill on water supply, adjacent property to Effect of excavation or fill on water supply, stormwater management or adjacent property.

▪ Sec. 5-74. ~~Conditions, restrictions of permit.~~

The Commission shall provide in any permit granted under this division such conditions, restrictions and limitations as may be necessary to ensure and protect the health, safety and general welfare of the Town.

(Ord. No. 79-6-1, § 7, 6-13-79)

QUESTIONS



Engineering Inspired Design.

THANK YOU!



AGENDA ITEM REPORT



To:

Subject: Commission Chamber renovations (Discussion)

Meeting: 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Discuss floor cracks and potential cost increase above the previously approved amount of \$24,000

	Status:
Aleem Ghany, Public Services Director	Pending
Roy Brown, Finance & Budget Director	None
Jacobs Horowitz, Interim Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

AGENDA ITEM REPORT



To: Commission
Subject: Police Department Discussion Items
Meeting: 07 12 23 DRAFT REGULAR COMMISSION MEETING - Jul 12 2023
Department: Staff Report Creators
Staff Contact: Erik Morrisette, Vice Mayor

BACKGROUND INFORMATION:

Grant HR in cooperation with the Police Department the authority to hire, fire, promote and assign personnel in the police department.

Discussion to hire an executive assistant for the Chief of the Police department.

Discussion on the possibility getting a grant writer.

Discussion on the process of hiring a Chief of Police.

	Status:
Roy Brown, Finance & Budget Director	Pending
Jacobs Horowitz, Interim Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None