



AGENDA

SPECIAL COMMISSION MEETING

6:00 PM - Tuesday, July 9, 2024

Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
6. CONSENT AGENDA
 - 6.1. Approval of Minutes - Town Clerk Martell 3 - 33
Special Commission Meeting, April 24, 2024
Regular Commission Meeting, May 8, 2024
Special Commission Meeting, May 16, 2024
Workshop Commission Meeting, May 16, 2024
[04.24.2024 Workshop Minutes](#)
[05.08.2024 Regular Minutes](#)
[05.16.2024 Special Minutes](#)
[05.16.2024 Workshop Minutes](#)
 - 6.2. Lift Station 15 Replacement - additional costs - Public Services Director Ghany 34 - 86
[Agenda Item Report - AIR-24-091 - Pdf](#)
7. RESOLUTIONS
 - 7.1. Tentative millage rate - Finance Director DiLena 87 - 88
RESOLUTION NO. 2024-009
A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA,
ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 8.5000 MILLS FOR THE FISCAL YEAR 2024-2025 COMMENCING OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025; 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.
[2024-009 REVISED Tentative Millage](#)
8. ATTORNEY COMMENTS
9. TOWN MANAGER COMMENTS

10. COMMISSIONER COMMENTS

Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrisette
Mayor Mohammed

11. ANNOUNCEMENTS

- 11.1. Special Magistrate Hearing, Wednesday, July 17th at 9:00 AM
Special Magistrate Hearing, Wednesday, August 21st at 9:00 AM
Workshop Commission meeting, Wednesday, August 28th at 6:00
1st Budget Hearing, Wednesday, September 11th at 6:00 PM
Regular Commission meeting, Wednesday, September 11th at 7:00 PM
Final Budget Hearing, Wednesday, September 25th at 6:00 PM
Workshop Commission meeting, Wednesday, September 25th at 7:00
PM

12. 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



MINUTES WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, April 24, 2024
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, April 24, 2024, at 6:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Vice Mayor Erik Morrisette; Clerk Commissioner William Hodgkins; and Acting Clerk Commissioner Musfika Kashem

EXCUSED: Mayor Ashira Mohammed; Commissioner Geoffrey Jacobs

1 CALL TO ORDER Vice Mayor Morrisette called the meeting to order at 6:00 PM.

2 PLEDGE OF ALLEGIANCE Led by Vice Mayor Morrisette.

3 ROLL CALL The meeting was called to order at 6:00 pm by Vice Mayor Morrisette. Present at the meeting were Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; and Musfika Kashem, Acting Clerk Commissioner.

Additional staff in attendance were Aleem Ghany, Interim Town Manager; Jacobs Horowitz, Town Attorney; Marlen Martell, Town Clerk; Mark Pakula, Information Technology Director; Joseline Ramirez, Chief Code Enforcement Officer; Jeffrey Louis, Emergency Management Manager; Isabel Gallardo, Assistant to Town Clerk; Daniel Decoursey, Interim Police Chief; Randeon Morgan, Records and Evidence Clerk; Steve Pizzillo, Interim Chief Building Official; and David Sigerson, Town Lobbyist.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Item 5.2 and 16.1 were removed.

5 PRESENTATIONS

5.1. Investigation by Sidney C. Calloway, Esquire, B.C.S., Shutts & Bowen LLP - Vice Mayor Morrisette, Attorney Calloway

SIDNEY C. CALLOWAY FROM SHUTTS & BOWEN LLP SPOKE ON RECORD AND PRESENTED THE INVESTIGATION FINDINGS TO THE COMMISSION.

DIRECTION GIVEN BY VICE MAYOR MORRISSETTE TO TOWN ATTORNEY HOROWITZ TO PREPARE LEGAL DOCUMENT PROVIDING PROVISIONS AND THE VIOLATION PROCESS FOR PRESENTATION TO THE MAGISTRATE.

5.2. Parks Master Plan - Beta Jones Group., Consultant Luis Betalleluz
MOVED TO NEXT MEETING

6 PLANNING CONSULTANT - MICHAEL VONDER-MEULEN

6.1. RESOLUTION NO. 2024-006

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING SIGN VARIANCE APPLICATION NO. 24-SV-01 AND GRANTING THREE (3) SIGN VARIANCES FOR THE PROPERTY LOCATED AT 1730 S.W. 30th AVENUE, PEMBROKE PARK, FLORIDA;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

MICHAEL VONDER-MEULEN WITH KEITH & ASSOCIATES SPOKE ON RECORD.
JENNIFER RONNEBURGER WITH GOPERMIT SPOKE ON RECORD.
CHIEF CODE COMPLIANCE OFFICER JOSELINE RAMIREZ SPOKE ON RECORD.
LINE ITEM

6.2. RESOLUTION NO. 2024-007

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING SIGN VARIANCE APPLICATION NO. 24-SV-02 AND GRANTING TWO (2) SIGN VARIANCES FOR THE PROPERTY LOCATED AT 3187 WEST HALLANDALE BEACH BOULEVARD, PEMBROKE PARK, FLORIDA;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CRAIG MCDONALD WITH EXTRA SPACE STORAGE SPOKE ON RECORD.
LINE ITEM

7 REPORTS OF COMMITTEES AND TOWN STAFF

Fire Department - Chief Kane
FIRE CHIEF MICHAEL KANE PRESENTED REPORT FOR COMMISSION REVIEW.

8 BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO

8.1. Building March 2024 Monthly Report

INTERIM CHIEF BUILDING OFFICIAL STEVE PIZZILLO PRESENTED REPORT FOR COMMISSION REVIEW.

8.2. 2024 Conferences Update - Emergency Management Manager Louis
EMERGENCY MANAGEMENT MANAGER, JEFFREY LOUIS PRESENTED FOR
COMMISSION REVIEW.
PLACED ON CONSENT

9 CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ

Code Compliance Department Monthly Report - March 2024
CHIEF CODE COMPLIANCE OFFICER JOSELINE RAMIREZ PRESENTED REPORT FOR
COMMISSION REVIEW.

10 FINANCE DEPARTMENT - CONSULTING FINANCE DIRECTOR DILENA

Bills over \$500
INFORMATIONAL

11 HUMAN RESOURCES

11.1. Contract for the Chief of Police - Interim Town Manager Ghany, Town Attorney
Horowitz
INTERIM TOWN MANAGER ALEEM GHANY PRESENTED THE CONTRACT TO THE
COMMISSION FOR REVIEW.
PLACED ON CONSENT

11.2. Salary Increase of Police Department records custodian position - Interim Town
Manager Ghany, Interim Police Chief Decoursey
INTERIM POLICE CHIEF DANIEL DECOURSEY SPOKE ON RECORD.
PLACE ON CONSENT

12 IT DEPARTMENT - IT DIRECTOR PAKULA

12.1. MS-ISAC convention
IT DIRECTOR MARK PAKULA SPOKE ON RECORD.
PLACE ON CONSENT

12.2. Evidence Software for Police
IT DIRECTOR MARK PAKULA SPOKE ON RECORD.
We are still evaluating the software between Omnigo and PMI

PLACE ON CONSENT

13 POLICE DEPARTMENT - INTERIM POLICE CHIEF DECOURSEY

30-60-90 Plan for the Police Department and weekly statistics
INTERIM POLICE CHIEF DANIEL DECOURSEY PRESENTED REPORT FOR THE COMMISSION.

14 PUBLIC SERVICES DEPARTMENT - INTERIM TOWN MANAGER/PUBLIC SERVICES DIRECTOR GHANY, TOWN ATTORNEY HOROWITZ

14.1. FDOT

ORDINANCE NO. 2024-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA; **AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES ENTITLED “ZONING”; AMENDING ARTICLE V ENTITLED “NONCONFORMING USES” TO CREATE SECTION 28-347 ENTITLED “NONCONFORMING USES CREATED BY GOVERNMENTAL ACQUISITIONS OF PRIVATE PROPERTY”; PROVIDING FOR DEFINITIONS; PROVIDING FOR ADOPTION OF A POLICY AND PROCEDURE CONCERNING NONCONFORMITIES CREATED BY GOVERNMENTAL ACQUISITION OF PRIVATE PROPERTY INCLUSIVE OF A VARIANCE MECHANISM TO CURE NONCONFORMITIES; PROVIDING THE TOWN MANAGER OR TOWN MANAGER’S DESIGNEE TO TAKE NECESSARY STEPS TO ENFORCE APPLICABLE BUILDING AND SAFETY CODES ON PROPERTIES THAT ARE SUBJECT TO A PENDING GOVERNMENTAL ACQUISITION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.**

LESLIE WETHERELL WITH FDOT SPOKE ON RECORD AND PRESENTED FOR COMMISSION REVIEW.

LINE ITEM

14.2. Changing the name Hallandale Beach Blvd to Pembroke Park Blvd

TOWN LOBBYIST DAVID SIGERSON SPOKE ON RECORD.

INTERIM TOWN MANAGER ALEEM GHANY SPOKE ON RECORD.

THIS ITEM NEEDS TO COME BACK BEFORE THE COMMISSION ONCE OTHER NEIGHBORING MUNICIPALITIES SIGN AGREEMENT, APPROVED BY FDOT AND IT NEEDS TO BE APPROVED BY RESOLUTION.

14.3. Broward County MPO Municipal Surtax Capital Project PPRK-010

INTERIM TOWN MANAGER ALEEM GHANY SPOKE ON RECORD AND COMMUNICATED PROJECT UPDATE.

PLACE ON CONSENT

15 OLD BUSINESS

15.1. Filling of previous advertised vacant positions - Mayor Mohammed
To fill positions

POSITIONS ALREADY ADVERTISED APPLICANTS TO BE FORWARDED TO HR
CONSULTANT

16 NEW BUSINESS

16.1. Proposed Charter Amendment - Town Attorney Horowitz

ORDINANCE NO. 2024-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **SUBMITTING TO REFERENDUM A REVISED TOWN CHARTER FOR THE TOWN OF PEMBROKE PARK WHICH, IF APPROVED BY A MAJORITY OF THE QUALIFIED ELECTORS OF THE TOWN VOTING IN SUCH REFERENDUM ELECTION, WOULD REPLACE, IN ITS ENTIRETY, THE EXISTING THE CHARTER OF THE TOWN APPROVED BY THE FLORIDA LEGISLATURE AS CH. 59-1722, LAWS OF FLORIDA, FILED ON JUNE 20, 1959, AS AMENDED; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

DISCUSSION TOOK PLACE REGARDING THE REPLACEMENT OF THE CHARTER.
LINE ITEM

17 DISCUSSION

17.1. Promotional Goods - Mayor Mohammed

Give approval to order/purchase misc. items with Town Logo

LINE ITEM

17.2. LED Monument - Mayor Mohammed

To be more transparent with Town information

LINE ITEM

17.3. Waste Management Contract - Rescind amendment 2 - Mayor Mohammed
Town Attorney Horowitz reminded the Commission that the 2nd Amendment on the Waste Franchise Agreement states the waste company is allowed to charge for overfill trash bins.

ANDRES CRUZ WITH WASTE MANAGEMENT SPOKE ON RECORD.

THE COMMISSION WOULD LIKE THE COMPANY TO VIEW CAMERAS, PLACE SIGNS AND REVIEW CASE BY CASE. THEY DIRECTED CHIEF CODE ENFORCEMENT OFFICER JOSELINE RAMIREZ TO PROVIDE CODE INFORMATION ON BINS.

17.4. Management Positions - Commissioner Jacobs
NO ACTION TAKEN. NO INFORMATION PROVIDED.

17.5. Vice Mayor - Commissioner Jacobs
NO ACTION TAKEN. NO INFORMATION PROVIDED.

17.6. Town Clerk Investigation Report and Recommendation - Interim Town Manager Ghany
INTERIM TOWN MANAGER ALEEM GHANY PRESENTED. NO FURTHER ACTION NEEDED.

18 TOWN CLERK COMMENTS

OIG Update

TOWN CLERK MARLEN MARTELL PRESENTED OIG UPDATE TO THE COMMISSION. THE COMMISSION WILL NEED TO ADVISE AND APPROVE POLICY TO IMPLEMENT THE COMPLIANCE OF DENIED PURCHASES. FINANCE IS ALMOST COMPLETE WITH THEIR REVIEW OF STATEMENTS.

ATTORNEY COMMENTS NONE.

TOWN MANAGER COMMENTS

INTERIM TOWN MANAGER ALEEM GHANY ADVISED OF AN INCIDENT THAT HAPPENED WITH THE PARKS GATE THAT FELL ON THE VEHICLE OF A PUBLIC WORKS EMPLOYEE. DAMAGE TOTALS \$2,461.00. GHANY ASKS FOR DIRECTION TO PAY EMPLOYEE FOR THIS DAMAGE. THE COMMISSION AGREED ON PAYING FOR THE DAMAGES TO THE VEHICLE.

COMMISSIONER COMMENTS

ACTING CLERK MUSFIKA KASHEM EXCUSED HERSELF AT 8:33 PM.
RETURNED TO DAIS AT 8:35 PM.

Commissioner Jacobs - Absent from meeting.
Acting Clerk Commissioner Kashem- None.
Clerk Commissioner Hodgkins- None.
Vice Mayor Morrisette- None.
Mayor Mohammed - Absent from meeting.
Town Clerk Martell- Reminded the Commission of their summer hiatus. Also, she will be on vacation from June 9, 2024 to June 25th, 2024.

22 ANNOUNCEMENTS

Special Commission Meeting, Wednesday, May 1, 2024 at 6:00 PM (Infrastructure and Finance)
Regular Commission Meeting, Wednesday, May 8, 2024 at 7:00 PM
Special Magistrate Hearing, Wednesday, May 15, 2024 at 9:00 AM
Workshop Commission Meeting, Wednesday, May 22, 2024 at 6:00 PM

23 ADJOURNMENT With no further Town business the meeting adjourned at 8:35 PM.

Commission approved: May 8, 2024

ATTEST:

Marlen D. Martell, Town Clerk
Commission approved on:

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

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

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission

Town of Pembroke Park
Workshop Commission Meeting
April 24, 2024
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members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



MINUTES REGULAR COMMISSION MEETING

7:00 PM - Wednesday, May 8, 2024
Commission Chambers

The REGULAR COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, May 8, 2024, at 7:00 PM, in the Commission Chambers, with the following members present:

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

EXCUSED:

1 CALL TO ORDER Mayor Mohammed called the meeting to order at 7:00 PM.

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL The meeting was called to order at 7:00 PM by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Aleem Ghany, Interim Town Manager; Jacobs Horowitz, Town Attorney; Marlen Martell, Town Clerk; Joseline Ramirez, Chief Code Enforcement Officer; Mark Pakula, Information Technology Director; Suzi Reutlinger, Executive Assistant to Commission; and Daniel Decoursey, Interim Police Chief, Isabel Gallardo, Assistant to Town Clerk; and David DiLena, Interim Finance Director.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Item 11.8 was removed.

MOTION TO APPROVE REVISED AGENDA MADE BY COMMISSIONER JACOBS, SECONDED BY VICE MAYOR MORRISSETTE, MOTION PASSES 5-0.

5 PRESENTATIONS / PROCLAMATIONS

Town of Pembroke Park
Regular Commission Meeting
May 8, 2024

5.1 Legislative Update - Senator Pizzo
SENATOR PIZZO SPOKE ON RECORD.

5.2 Proclamation
Asian Pacific American Heritage Month
Global Love Day
Haitian Heritage Month
Jewish American Heritage Month
Mental Awareness Month
Municipal Clerks Week
Public Works Month

PROCLAMATIONS READ INTO THE RECORD BY TITLE ONLY.

5.3 Parks Master Plan - Beta Jones Group., Consultant Luis Betalleluz
LUIS BETALLELUZ WITH BETA JONES GROUP PRESENTED ON THE PARK
PLANS.
DANIEL LAZARE SPOKE ON RECORD.

MAYOR MOHAMMED GAVE DIRECTION TO THE EXECUTIVE ASSISTANT TO THE
COMMISSION, SUZI REUTLINGER TO REQUEST BACKGROUND CHECKS ON THE
APPLICANTS ON THE PARKS ADVISORY COMMITTEE AND HAVE THEM BY
THURSDAY, MAY 16, 2024 MEETING. MAYOR ALSO ASKS THAT A MEETING BE
SCHEDULED WITH THE COMMISSIONERS FOR THEM TO DECIDE ON PARK
PLANS.

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
DANIEL LAZARE SPOKE ON RECORD.

7 CONSENT AGENDA

7.1 Approval of minutes - Town Clerk Martell
03 13 2024 Regular Commission Meeting
03 26 2024 Special Commission Meeting
03 27 2024 Workshop Commission Meeting
04 05 2024 Special Commission Meeting
04 15 2024 Emergency Commission Meeting
04 15 2024 Special Commission Meeting

7.2 2024 Conferences Update - Emergency Management Manager Louis

7.3 Salary Increase of Police Department records custodian position - Interim Town Manager Ghany, Interim Police Chief Decoursey

7.4 MS-ISAC convention - IT Director Pakula

7.5 Evidence Software for Police - IT Director Pakula

7.6 Pay employee \$2,461.00 for damages to his car by Town fence - Interim Town Manager Ghany

7.7 Evidence Software for Police

We are still evaluating the software between Omnigo and PMI

MOTION TO APPROVE THE CONSENT AGENDA WAS MADE BY COMMISSIONER JACOBS, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION PASSES 5-0.

8 RESOLUTIONS

8.1 **RESOLUTION NO. 2024-006** - Planning Consultant Vonder Meulen
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING SIGN VARIANCE APPLICATION NO. 24-SV-01 AND GRANTING THREE (3) SIGN VARIANCES FOR THE PROPERTY LOCATED AT 1730 S.W. 30th AVENUE, PEMBROKE PARK, FLORIDA;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

TOWN ATTORNEY SWORE IN APPLICANTS.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENTS.
NONE.

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENTS.

MICHAEL VONDER-MEULEN WITH KEITH & ASSOCIATES SPOKE ON RECORD.
JENNIFER RONNEBURGER WITH GOPERMIT SPOKE ON RECORD.

MOTION TO ADOPT RESOLUTION NO. 2024-006.

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

8.2 **RESOLUTION NO. 2024-007** - Planning Consultant Vonder-Meulen

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING SIGN VARIANCE APPLICATION NO. 24-SV-02 AND GRANTING TWO (2) SIGN VARIANCES FOR THE PROPERTY LOCATED AT 3187 WEST HALLANDALE BEACH BOULEVARD, PEMBROKE PARK, FLORIDA;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

TOWN ATTORNEY SWORE IN APPLICANTS.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENTS.
NONE.

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENTS.

MICHAEL VONDER MEULEN WITH KEITH & ASSOCIATES SPOKE ON RECORD.
CRAIG MCDONALD WITH EXTRA SPACE STORAGE SPOKE ON RECORD.

MOTION TO ADOPT RESOLUTION NO. 2024-007.

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

8.3 Amnesty Program - Town Attorney Horowitz

RESOLUTION NO. 2024-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **PROVIDING FOR THE EXTENSION OF THE AMNESTY PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE THROUGH JANUARY 31, 2026;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CHIEF CODE COMPLIANCE OFFICER JOSELINE RAMIREZ SPOKE ON RECORD.

MOTION TO ADOPT RESOLUTION NO. 2024-005.

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MAYOR MOHAMMED REQUESTED RECESS.

MEETING RECESSED AT 8:55 PM.

MEETING RESUMED AT 9:15 PM.

9 ORDINANCES 1ST READING

9.1 FDOT

ORDINANCE NO. 2024-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA; **AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES ENTITLED “ZONING”; AMENDING ARTICLE V ENTITLED “NONCONFORMING USES” TO CREATE SECTION 28-347 ENTITLED “NONCONFORMING USES CREATED BY GOVERNMENTAL ACQUISITIONS OF PRIVATE PROPERTY”; PROVIDING FOR DEFINITIONS; PROVIDING FOR ADOPTION OF A POLICY AND PROCEDURE CONCERNING NON-CONFORMITIES CREATED BY GOVERNMENTAL ACQUISITION OF PRIVATE PROPERTY INCLUSIVE OF A VARIANCE MECHANISM TO CURE NONCONFORMITIES; PROVIDING THE TOWN MANAGER OR TOWN MANAGER’S DESIGNEE TO TAKE NECESSARY STEPS TO ENFORCE APPLICABLE BUILDING AND SAFETY CODES ON PROPERTIES THAT ARE SUBJECT TO A PENDING GOVERNMENTAL ACQUISITION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.**

TOWN ATTORNEY HOROWITZ READ THE ORDINANCE INTO RECORD.
LESLIE WETHERELL WITH FDOT SPOKE ON RECORD.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT.
NONE.

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT.

MOTION TO ADOPT ORDINANCE NO. 2024-006.

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

9.2 Proposed Charter Amendment - Town Attorney Horowitz

ORDINANCE NO. 2024-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **SUBMITTING TO REFERENDUM A REVISED TOWN CHARTER FOR THE TOWN OF PEMBROKE PARK WHICH, IF APPROVED BY A MAJORITY OF THE QUALIFIED ELECTORS OF THE TOWN VOTING IN SUCH REFERENDUM ELECTION, WOULD REPLACE, IN ITS ENTIRETY, THE EXISTING THE CHARTER OF THE TOWN APPROVED BY THE FLORIDA LEGISLATURE AS CH. 59-1722, LAWS OF FLORIDA, FILED ON JUNE 20, 1959, AS AMENDED; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

TOWN ATTORNEY HOROWITZ READ THE ORDINANCE INTO RECORD.

MAYOR MOHAMMED OPEN THE FLOOR FOR PUBLIC COMMENT.
DANIEL LAZARE SPOKE ON RECORD.
MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT.

NO ACTION

10 ORDINANCES 2ND READING

Rotation of positions - Clerk Commissioner Hodgkins

ORDINANCE NO. 2024-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF PEMBROKE PARK AT SECTION 9, ENTITLED "TOWN COMMISSION;" PROVIDING FOR THE ANNUAL APPOINTMENT AND ROTATION OF THE MAYOR-COMMISSIONER, VICE-MAYOR COMMISSIONER, AND CLERK-COMMISSIONER BY THE MEMBERS OF THE TOWN COMMISSION; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER , 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

TOWN ATTORNEY HOROWITZ READ THE ORDINANCE INTO RECORD.

MAYOR MOHAMMED OPEN THE FLOOR FOR PUBLIC COMMENT.
DANIEL LAZARE SPOKE ON RECORD.
MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT.

MOTION TO ADOPT ORDINANCE NO. 2024-002 ON SECOND AND FINAL READING TO INCLUDE CHANGE TO A 2 YEAR ROTATION

**MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS,
SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 5-0.**

10.2 Town Chartered Positions - Mayor Mohammed

MAYOR MOHAMMED OPEN THE FLOOR FOR PUBLIC COMMENT.
NONE.
MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT.

MOTION TO ADOPT TOWN CHARTERED POSITIONS.

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

11 NEW BUSINESS

11.1 HR Report - Mayor Mohammed
DISCUSSION.

11.2 Filling of previous advertised vacant positions - Mayor Mohammed
Assistant Town Manager
Building Official
Contracts Administrator
Town Planner

MAYOR MOHAMMED GAVE DIRECTION TO IT DIRECTOR MARK PAKULA TO LOOK FOR SOFTWARE THAT HAS A TASK SYSTEM TO ASSIST STAFF STAY ON TRACK. COMMISSIONER ASSISTANT SUZI REUTLINGER TO SCHEDULE INTERVIEWS AND SHARE UPDATE AT THE MEETING ON THURSDAY, MAY 16, 2024.

11.3 Promotional Goods not to exceed \$5,000.00 - Mayor Mohammed

MOTION TO APPROVE PROMOTIONAL GOODS NOT TO EXCEED \$5,000.00.
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 5-0.

11.4 LED Monument - Mayor Mohammed
IT DIRECTOR MARK PAKULA SPOKE ON RECORD.

MAYOR MOHAMMED GAVE IT DIRECTOR PAKULA DIRECTION TO GET PRICES ON SIGN PLACEMENT FOR TWO LOCATIONS, (1) FOR HALLANDALE BEACH BLVD, AND (2) FOR THE TOWN HALL.

11.5 Broward County MPO Municipal Surtax Capital Project PPRK-010 - Interim Town Manager Ghany
INTERIM TOWN MANAGER ALEEM GHANY SPOKE ON RECORD.

MOTION TO APPROVE MUNICIPAL SURTAX FOR CAPITAL PROJECT PPRK-10.
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 5-0.

11.6 Rate Increase Letter - Interim Town Manager Ghany

MOTION TO APPROVE RATE INCREASE.

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 5-0.

11.7 Otis Elevator - door lock monitoring - Interim Town Manager Ghany

MOTION TO APPROVE NOT TO EXCEED \$30,000.00.

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 5-0.

11.8 Miami Dade Contract - Interim Town Manager Ghany

item removed.

11.9 Shutts & Bowen invoices total \$36,576.00 - Interim Town Manager Ghany

May 7, 2024 INVOICE

MOTION TO APPROVE INVOICES.

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

11.10 LifeLock - Interim Town Manager Ghany

MOTION TO APPROVE CONTRACT NOT TO EXCEED 2 YEARS.

MOTION TO APPROVE MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 5-0.

11.11 Grammarly Software for Town - IT Director Pakula

IT DIRECTOR MARK PAKULA SPOKE ON RECORD.

MOTION TO APPROVE AND NOT EXCEED \$8,000.00

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

11.12 Rough book for Police Evidence - IT Director Pakula

MOTION TO APPROVE NOT TO EXCEED \$4,500.00.

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 5-0.

11.13 New computers - IT Director Pakula

MOTION TO APPROVE NOT TO EXCEED \$3,500.00

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

12 DISCUSSION

12.1 Sunshine Law Requirements - Mayor Mohammed INFORMATIONAL.

ACTING CLERK COMMISSIONER KASHEM EXCUSED HERSELF AT 11:00 PM. RETURNED AT 11:06 PM.

12.2 Adoption of an Ordinance - Clerk Commissioner Hodgkins
TOWN ATTORNEY HOROWITZ SPOKE ON RECORD.
NO ACTION.

12.3 Commission Payroll Change - Commissioner Jacobs
COMMISSIONER JACOBS SPOKE ON RECORD.
INTERIM FINANCE DIRECTOR DILENA SPOKE ON RECORD.
NO ACTION.

13 ATTORNEY REPORTS

13.1 Chief of Police Dabney Donovan Hearing for continuance on the Thursday, May 16th Special Commission meeting at 6:30 PM - Town Attorney Horowitz
TOWN ATTORNEY HOROWITZ SPOKE ON RECORD AND WILL PROVIDE MEMO WITH RECOMMENDATIONS FROM SHUTTS AND BOWEN'S REPORT.

14 TOWN MANAGER REPORTS

TOWN MANAGER GHANY SPOKE ON RECORD.

MAYOR MOHAMMED GAVE TOWN MANAGER GHANY DIRECTION TO PUT THE POLICE DEPARTMENT FURNITURE OUT TO BID.

MAYOR MOHAMMED GAVE TOWN MANAGER GHANY DIRECTION TO PAY \$500 CONTRIBUTION TO THE 211 NON-PROFIT HOTLINE.

COMMISSION GAVE TOWN ATTORNEY HOROWITZ DIRECTION TO LOOK INTO SURPLUS COMPANIES FOR DISPOSAL OF THE POLICE DEPARTMENT DOOR THAT IS NO LONGER OF USE TO US.

15 TOWN CLERK COMMENTS

15.1 House keeping items:
Summer hiatus
Town Clerk going on vacation
Position open

TOWN CLERK MARTELL SPOKE ON RECORD.

She advised the commission that she will be out on June 9 - 25, 2024. She asks Commissioners to share their calendars with her so she can efficiently plan meetings around their schedules. She would like open communication with the commission to ask who can assist with additional board meetings. Town Clerk Martell asks the Commission to provide summer hiatus dates. The Commission replied they will have summer hiatus dates by Thursday, May 16, 2024 meeting, and will also confirm if the now scheduled regular meeting on Wednesday, June 12, 2024 can be rescheduled for an earlier date. Commissioners will also provide dates for HR meetings.

CLERK COMMISSIONER HODGKINS EXCUSED HIMSELF AT 11:50 PM.
HE RETURNED AT 11:55 PM.

MOTION TO EXTEND MEETING PASS MIDNIGHT WAS MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER KASHEM. MOTION PASSES 5-0.

MAYOR MOHAMMED REQUESTED A RECESS.
MEETING RECESSED AT 11:58 PM.
MEETING RESUMED AT 12:05 PM.

16 COMMISSION REPORTS

COMMISSIONER JACOBS - He will not be available between May 19- 25th, 2024.

ACTING CLERK COMMISSIONER KASHEM- None.

CLERK COMMISSIONER HODGKINS- None.

VICE MAYOR MORRISSETTE- None.

MAYOR MOHAMMED- Mayor Mohammed shared video PowerPoints and said she received a call from the Broward School District that someone made regarding her son. She talked about a polygraph test to clarify an allegation someone made saying that from 2011-2018 someone else did her law schoolwork. She provided a month-long call log to show she is at her law firm every day and does not come into the Town and interfere with staff work. Mayor Mohammed asks for this treatment towards her to stop. She expressed that she would continue to give the Town her best service and asks everyone to do their jobs.

17 ANNOUNCEMENTS

18.1 Special Commission meeting, Thursday, May 16, at 6:30 PM
Workshop Commission meeting, Wednesday, May 22 at 7:00 PM
Regular Commission meeting, Wednesday, June 12 at 7:00 PM
Juneteenth - Town Hall Closed

Food Give Away, Saturday, June 1, from 9 am to noon at Preserve Park

COMMISSIONERS CANCELLED THE WORKSHOP MEETING ON WEDNESDAY,
MAY 22 AT 7:00 PM.

THE AGENDA FOR THE SPECIAL COMMISSION MEETING ON THURSDAY, MAY
16, 2024 NEEDS TO BE POSTED BY TUESDAY, MAY 14, 2024.

18 ADJOURNMENT

With no further Town business, the meeting adjourns at 12:23 PM.

Commission approved on:

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 (td).

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



MINUTES SPECIAL COMMISSION MEETING

6:00 PM - Thursday, May 16, 2024
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Thursday, May 16, 2024, at 6:00 PM, in the Commission Chambers, with the following members present:

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

EXCUSED:

1 CALL TO ORDER

Meeting was called to Order at 6:06 PM.

2 PLEDGE OF ALLEGIANCE

Led by Mayor Mohammed.

3 ROLL CALL

The meeting was called to order at 6:06 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor attended remotely; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Marlen Martell, Town Clerk; Aleem Ghany, Interim Town Manager; Mark Pakula, Information Technology Director; Suzi Reutlinger, Executive Assistant to Commission; Daniel Decoursey, Interim Police Chief; Isabel Gallardo, Assistant to Town Clerk; Steve Pizzillo, Interim Chief Building Official, Davin DiLena, Interim Finance Director; and Jacobs Horowitz, Town Attorney

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

NONE.

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

NONE.

6 PRESENTATIONS

6.1 Chief of Police Dabney Donovan Hearing - Town Attorney Horowitz

TOWN ATTORNEY HOROWITZ EXPLAINED THE FLORIDA STATE STATUE ADOPTED PROCESS IN ORDER TO TERMINATE A POLICE CHIEF.

RASHANA DABNEY DONOVAN SPOKE ON RECORD. SHE MENTIONED THE REASONS FOR HER TERMINATION WERE FOR NEGLECT, MISMANAGEMENT, AND MISCONDUCT. SHE DISAGREES AND ADDED THAT HER ONLY INTENT HAS ALWAYS BEEN TO SERVE THE TOWN.

STEPHAN LOPEZ, ATTORNEY FOR RASHANA DABNEY DONOVAN SPOKE ON RECORD. HE MENTIONED THEY HAVE A STRONG CASE AGAINST THE TOWN AS DABNEY DONOVAN'S REPUTATION WAS TARNISHED. HE BELIEVES THE TOWN VIOLATED TITLE 7 WHICH PROTECTS THE CLASS SHE FALLS UNDER.

7 ORDINANCES

7.1 Floodplain Management - Interim Town Manager Ghany

ORDINANCE NO. 2024-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 10 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "FLOOD PREVENTION AND PROTECTION;" AMENDING ARTICLE I, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING DIVISION 2, SECTION 10-12, ENTITLED "BASIS FOR ESTABLISHING FLOOD HAZARD AREAS;" PROVIDING FOR AN UPDATE TO THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; AMENDING ARTICLE II, ENTITLED, "DEFINITIONS;" BY SPECIFICALLY AMENDING SEC 10-75, ENTITLED "DEFINITIONS AND SCOPE;" CLARIFYING THE DEFINITION OF MARKET VALUE; PROVIDING FOR APPLICABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

TOWN MANAGER GHANY SPOKE ON RECORD AND ADVISED OF THE NEW FEMA CHANGES.

MAYOR MOHAMMED SPOKE ON RECORD AND GAVE INFORMATION ABOUT FEMA'S NEW FLOOD ZONE.

INTERIM CHIEF BUILDING OFFICIAL PIZZILLO SPOKE ON RECORD AND GAVE EXAMPLE OF FEMA'S DETERMINATION AND HOW IT COULD AFFECT THE RESIDENTS.

TOWN MANAGER GHANY SPOKE ON RECORD AND INFORMED THAT KIMLEY HORN CONDUCTED A STUDY LAST YEAR TO DEFINE THE TOWN'S FLOOD ZONE.

MAYOR MOHAMMED GAVE DIRECTION TO TOWN MANAGER GHANY ASKING HIM TO INVITE KIMBLEY HORN AND CRAIG A. SMITH & ASSOCIATES TO ATTEND THE NEXT MEETING AND HAVE THEM GIVE MORE INFORMATION REGARDING FLOOD ZONES.

8 NEW BUSINESS

8.1 Contract for Interim Police Chief - Interim Town Manager Ghany

TOWN ATTORNEY HOROWITZ SPOKE ON RECORD.

COMMISSION GAVE DIRECTION TO TOWN ATTORNEY HOROWITZ TO REVISE THE CONTRACT REGARDING THE INTERIM POLICE CHIEF TO PRORATE AND ENCOMPASS ADJUSTMENT TO REFLECT START DATE OF APRIL 15, 2024.

INTERIM CHIEF OF POLICE DECOURSEY SPOKE ON RECORD AND INFORMED THESE FIRST 30 DAYS HE HAS BEEN CONDUCTING EVALUATIONS AND HAS BEEN ADDRESSING THE TOWN'S WEAKNESS.

MOTION TO APPROVE REVISED RETROACTIVE INTERIM CHIEF OF POLICE'S CONTRACT WITH START COMPENSATION DATE OF APRIL 15, 2024 AND A SEVEN-MONTH PROBATIONARY PERIOD.

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 5-0.

8.2 Office furniture for Police Department - Interim Town Manager Ghany

TOWN MANAGER GHANY PRESENTED PROPOSAL FOR THE POLICE DEPARTMENT OFFICE FURNITURE.

MOTION TO APPROVE OFFICE FURNITURE PROPOSAL NOT TO EXCEED \$40,000.

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 5-0.

8.3 HR Items - Mayor Mohammed Assistant Town Manager Building Official Contracts Administrator Town Planner

COMMISSIONER JACOBS REQUESTED A MOTION TO HIRE CHANDLER

WILLIAMSON FOR ASSISTANT TOWN MANAGER.

VICE MAYOR MORRISSETTE WOULD PREFER THE TOWN FOLLOW HR'S RECOMMENDATION.

KRISTINE BIAZAR AND JOHN MULLER WITH RISK STRATEGIES, THE TOWN'S HR CONSULTANTS, SPOKE ON RECORD.

VICE MAYOR MORRISSETTE STATED THE TOWN MANAGER'S POSITION SHOULD BE FILLED BEFORE FILLING THE POSITION OF ASSISTANT TOWN MANAGER.

DANIEL LAZARD SPOKE ON RECORD.

TOWN ATTORNEY HOROWITZ SPOKE ON RECORD.

INTERIM FINANCE DIRECTOR DILENA SHARED THAT THE FUNDING FOR THE POSITIONS ARE ALLOCATED IN THE BUDGET.

VICE MAYOR MORRISSETTE ASKED FINANCE DIRECTOR DILENA HOW DOES THE BUDGET COMPARE FROM DIRECT HIRE TO CONSULTANT WORK. DILENA RESPONDED THAT CONTRACT WORK IS MORE AFFORDABLE.

THE COMMISSION GAVE HR DIRECTION TO SEND CHANDLER WILLIAMSON THE OFFER LETTER FOR ASSISTANT TOWN MANAGER TOMORROW, FRIDAY MAY 17, 2017, PENDING THE DRUG AND BACKGROUND CHECK.

MOTION TO HIRE CHANDLER WILLIAMS AS THE NEW ASSISTANT TOWN MANAGER WITH A STARTING YEARLY SALARY OF \$127,000 PENDING THE BACKGROUND CHECK.

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 VICE MAYOR ERIK MORRISSETTE OPPOSED.

MAYOR MOHAMMED ASKS FOR THE BUILDING OFFICIAL POSITION TO BE PLACED AS A LINE ITEM FOR THE JUNE 12, 2024, MEETING.

HR CONSULTANT KRISTINE BIAZAR RECOMMENDS THAT THE TOWN MANAGER BE THE PERSON TO HIRE. COMMISSIONER JACOBS EXPLAINED THE COMMISSION DECIDES ON THE HIRING. KRISTINE BIAZAR RECOMMENDS COMMISSIONERS INTERVIEW ALL THE CANDIDATES.

COMMISSIONER JACOBS GAVE DIRECTION TO THE HR CONSULTANTS

TO SCHEDULE INTERVIEWS WITH POTENTIAL CANDIDATES FOR THE COMMISSIONERS.

8.4 Parks & Recreation Advisory Board Members - Acting Clerk Commissioner Kashem

Motion needed to appoint the Board Members pending background check.

Kevin Linous

Lucy Weber

Jean Daniel Lazare

Sylvain Fretigny

Reneesha Mcneil

MOTION TO APPROVE THE PARKS AND RECREATION ADVISORY BOARD PENDING BACKGROUND CHECK.

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 5-0.

9 TOWN CLERK COMMENTS

9.1 House keeping items:
Summer hiatus
Town Clerk going on vacation
Position open

TOWN CLERK MARTELL SPOKE ON RECORD.

MAYOR MOHAMMED GAVE TOWN CLERK MARTELL DIRECTION TO GIVE COMMISSIONER EXECUTIVE ASSISTANT REUTLINGER CREDENTIALS TO ACCESS ICOMPASS TO RUN THE JUNE 12TH, REGULAR COMMISSION MEETING.

MOTION TO APPROVE HIATUS AND SUSPEND COMMISSIONER MEETINGS FROM JUNE 26, 2024 TO AUGUST 27, 2024. THE JUNE 12, 2024 MEETING WILL BE RECORDED BY COMMISSIONER EXECUTIVE ASSISTANT REUTLINGER.

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY MAYOR ASHIRA MOHAMMED. MOTION PASSED 5-0.

10 ATTORNEY COMMENTS

10.1 Enforcement of the Code of Conduct - Town Attorney Horowitz
Pursuant to the authority provided in Section 2-16 of the Town Code, motion to direct the Town's professional staff to pursue the enforcement of the Code of

Conduct through Ch. 162, F.S., including, but not limited to, the special magistrate process or through county or circuit court, and find that alleged violations of the Town's Code of Conduct for Elected and Appointed Officials (Sec. 2-16 of the Town Code) to be irreversible and irreparable in nature pursuant to Ch. 162, F.S., and the Town Code.

TOWN ATTORNEY HOROWITZ SPOKE ON RECORD.
ROBERT JANDER SPOKE ON RECORD.
DANIEL LAZAR SPOKE ON RECORD.

MOTION TO APPROVE COMMISSION CODE OF CONDUCT.

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION FAILED 2-3 MAYOR ASHIRA MOHAMMED, ACTING CLERK COMMISSIONER MUSFIKA KASHEM, AND COMMISSIONER GEOFFREY JACOBS OPPOSED.

11 TOWN MANAGER COMMENTS

TOWN MANAGER GHANY ADVISED THAT THE VOLUNTEER GARDEN PROCESS HAS STARTED.

Commissioner Jacobs made a motion for Interim Town Manager Ghany return to his Public Work's position once the new Assistant Town Manager/Interim Town Manager is hired.

MOTION FOR THE NEW ASSISTANT TOWN MANAGER TO ACT AS THE INTERIM TOWN MANAGER ONCE HE IS ONBOARD.

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

12 COMMISSIONER COMMENTS

COMMISSIONER JACOBS – NONE

ACTING CLERK COMMISSIONER KASHEM – DIRECTED STAFF TO PROVIDE THE HR CONSULTANT FIRM WITH THE ACCESS NEEDED TO ASSIST THE TOWN.

IT DIRECTOR PAKULA SPOKE ON RECORD ADVISING THAT THEY WILL HAVE FULL ACCESS AS REQUESTED.

CLERK COMMISSION HODGKINS – NONE
VICE MAYOR MORRISSETTE – NONE

MAYOR MOHAMMED - NONE

13 ANNOUNCEMENTS

- 13.1** CANCELLED Workshop Commission meeting, Wednesday, May 22 at 7:00 PM
Regular Commission meeting, Wednesday, June 12 at 7:00 PM
Juneteenth - Town Hall Closed
Food Give Away, Saturday, June 1, from 9 am to noon at Preserve Park

14 ADJOURNMENT

With no further Town business, the meeting adjourned at 8:09 PM

Commission approved on: July 9, 2024

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.

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



MINUTES WORKSHOP COMMISSION MEETING

8:20 PM - Thursday, May 16, 2024
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Thursday, May 16, 2024, at 8:27 PM, in the Commission Chambers, with the following members present:

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

EXCUSED: Commissioner Geoffrey Jacobs

1 CALL TO ORDER The Meeting was called to Order at 8:27 PM.

2 PLEDGE OF ALLEGIANCE Led by Mayor Mohammed.

3 ROLL CALL The meeting was called to order at 8:27 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor attended virtual; William Hodgkins, Clerk Commissioner; and Musfika Kashem, Acting Clerk Commissioner.

Additional staff in attendance were Aleem Ghany, Interim Town Manager; Jacobs Horowitz, Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Executive Assistant to Commission; Mark Pakula, Information Technology Director; Joseline Ramirez, Chief Code Enforcement Officer; Steve Pizzillo, Interim Chief Building Official; and Daniel DeCoursey, Interim Chief of Police.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA NONE.

5 PRESENTATIONS NONE.

6 REPORTS OF COMMITTEES AND TOWN STAFF

6.1 Fire Department - Chief Kane

Town of Pembroke Park
Workshop Commission Meeting
May 16, 2024

FIRE CHIEF MICHAEL KANE PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW.

7 BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO

7.1 April Building Report

INTERIM CHIEF BUILDING OFFICIAL STEVE PIZZILLO PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW.

8 CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ

8.1 Code Compliance Dept Monthly Report - April 2024

CHIEF CODE COMPLIANCE OFFICER JOSELINE RAMIREZ PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW.

9 FINANCE DEPARTMENT - CONSULTING FINANCE DIRECTOR DILENA NONE.

10 HUMAN RESOURCES NONE.

11 IT DEPARTMENT - IT DIRECTOR PAKULA

IT DIRECTOR PAKULA SPOKE ON RECORD AND UPDATED THE COMMISSION THAT HE HAD APPLIED AND WAS AWARDED A SOFTWARE GRANT.

12 POLICE DEPARTMENT

INTERIM CHIEF OF POLICE DECOURSEY PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW.

13 PUBLIC SERVICES DEPARTMENT - ACTING TOWN MANAGER/PUBLIC SERVICES DIRECTOR GHANY

13.1 Lift Station 15 Replacement - additional costs

TOWN MANAGER GHANY ADVISED THE COMMISSION THAT LIFT STATION 15 NEEDS TO BE REPLACED.

TOWN ATTORNEY HOROWITZ SPOKE ON RECORD AND ADVISED HE WILL REVIEW THE PROJECT CONTRACT TO IDENTIFY OF CONTRACTOR WILL NEED TO COVER THE ADDITIONAL COST TO REPLACE LIFT STATION 15. HE WILL ADVISE FINDINGS AT THE NEXT MEETING.

PLACED ON CONSENT

14 NEW BUSINESS NONE.

15 DISCUSSION

15.1 Agenda Ordinance - Mayor Mohammed
Change timelines to match Broward County Ordinance
LINE ITEM.

15.2 Intern Program- Mayor Mohammad
To start Intern Program with students from local colleges and St. Thomas Law School
INFORMATIONAL

15.3 Hurricane Preparedness Procedures for tenant mobile home, RV tenants and
general Town Preparedness - Mayor Mohammed

ROBERT YANDER SPOKE ON RECORD.

THE COMMISSION GAVE THE POLICE CHIEF DIRECTION TO COMPILE A LIST OF
MOBILE HOME RESIDENTS THAT PLAN TO STAY DURING THE HURRICANE
SEASON. GATHER THEIR CONTACT INFORMATION AND AN EMERGENCY
NUMBER.

VICE MAYOR MORRISSETTE IS THINKING OF ORGANIZING ALL THE MOBILE
HOMEOWNERS THAT WILL STAY DURING HURRICANE SEASON TO IDENTIFY
HOW MANY PEOPLE WILL STAY IN ORDER TO CONTACT A COMPANY THAT
SECURES MOBILE HOMES AT NO COST. THE COMPANY IS ONLY AVAILABLE TO
DO THIS FOR GROUPS OF OVER 100. MORRISSETTE WILL PROVIDE MORE
INFORMATION AT NEXT MEETING.

DIRECTION WAS GIVEN FOR JEFFREY TO ASSIST WITH PROVIDING RESIDENTS
WITH HURRICANE PREPAREDNESS INFORMATION. THE CHIEF WAS ASKED TO
CREATE A LIST WITH RESIDENTS NEEDING ASSISTANCE.

15.4 Climate Resilience Plan - Mayor Mohammed
THE TOWN WILL BE GETTING ASSISTANCE TO ADOPT A PLAN IN THE FUTURE.
INFORMATIONAL

15.5 Electronic Vehicles - Acting Clerk Commissioner Musfika

ACTING CLERK COMMISSIONER KASHEM EXPRESSED THAT SHE HAS NOTICED
THE TOWN DOES NOT HAVE ELECTRONIC VEHICLE CHARGING STATIONS AND
SHE WOULD LIKE THE TOWN TO LOOK INTO AVAILABLE GRANTS TO APPLY.
**ACTING CLERK COMMISSIONER KASHEM DIRECTED TOWN MANAGER GHANY
TO RESEARCH GRANTS FOR CHARGING STATIONS.**

VICE MAYOR MORRISSETTE IS IN FAVOR OF OUR TOWN MOVING FORWARD AND PROVIDE RESIDENTS WITH CHARGING STATIONS.

16 TOWN CLERK COMMENTS NONE

17 ATTORNEY COMMENTS NONE.

18 TOWN MANAGER COMMENTS

TOWN MANAGER GHANY WILL HAVE A REPORT ON THE COMMUNITY GARDEN FOR NEXT MEETING.

19 COMMISSIONER COMMENTS

Commissioner Jacobs- NONE, absent from this meeting.

Acting Clerk Commissioner Kashem- NONE.

Clerk Commissioner Hodgkins- NONE.

Vice Mayor Morrisette-NONE.

Mayor Mohammed-NONE.

20 ANNOUNCEMENTS

CANCELLED Workshop Commission meeting, Wednesday, May 22 at 7:00 PM

Regular Commission meeting, Wednesday, June 12 at 7:00 PM

Special Magistrate Hearing, Tuesday, June 18 at 9:00 AM

Juneteenth - Town Hall Closed

Food Give Away, Saturday, June 1, from 9 am to noon at Preserve Park

21 ADJOURNMENT

With no further Town business, the meeting adjourned at 9:18 PM.

ATTEST:

Marlen D. Martell, Town Clerk

Commission approved on: July 9, 2024

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

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please

contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

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



Agenda Request

Subject:	Lift Station 15 Replacement - additional costs
Meeting Date:	05 16 2024 DRAFT SPECIAL COMMISSION MEETING - May 16 2024
Prepared For:	
Staff Contact:	Aleem Ghany, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	This project was awarded and approved in September 2021 to C & I Construction. The previous Public Services Director stopped the work and we would like to proceed. Due to the raising prices for materials the total cost of the project has increased.
Staff Recommendations:	We are recommending approval.
Financial Implications:	\$31,550.00
Alternatives:	

ATTACHMENTS:

[PS 15 Extra work](#)

[IBT 21-03 Lift Station #15 Replacement](#)

[ITB21-03 Lift Station #15 Replacement CICD Agreement rev1 SIGNED](#)



General Contractor
 14031 SW 143rd Court Unit #6
 Miami, Florida 33186
 Phone: (305) 255-6067 Fax: (786) 430-1747
 Email: info@cicdinc.com
 Web: cicdinc.com

ADDITIONAL WORK

Proposal Submitted to: Town of Pembroke Park Tom Positano Job Name: PS 15	Fax No: Phone No: Date: 05-02-24
--	---

Scope of Work:

Propose hereby to furnish labor, equipment and material to complete in accordance with the Drawing.

This extra work is according with new design

ITEM	DESCRIPTION	Unit	Quantity
1	Electrical extra cost	LS	1
2	Install (3) new plug valve	LS	3
3	Water Service	EA	1
4	Equipment	LS	1
5	Labor	LS	1

Exclusions:

Permits Fees

PAYMENT TERMS:

Based upon Applications for Payment, submitted to the Owner/Agent by the Contractor, the Owner/Agent shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in this Proposal. Therefore, the Owner/Agent shall make payments to the Contractor as follows: Final retentions of the balance owed are not allowed. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the following rate: any balance past thirty (30) days will be subject to 1-2% per month (18% per annual) finance charge with the Owner/Agent paying for all attorneys' fees should collection be necessary.

This proposal may be withdrawn by C&I Construction and Design Inc. if not accepted within 30 days.

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:	
\$ 31,500.00 (Thirty One Thousand Five Hundred Fifty Dollars and 0/100) All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.	Authorized Signature: Carlos Maldonado Note: This proposal may be withdrawn by us if not accepted within 30 days. Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Signature _____ Date of acceptance _____



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

TOWN OF PEMBROKE PARK INVITATION TO BID (ITB) REPLACEMENT OF LIFT STATION #15 BID PACKAGE ITB NO. 21-03

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

Wednesday, May 26, 2021 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 ITB 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
ITB 21-03 Replacement of Lift Station #15

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Town of Pembroke Park
ITB 21-03 Replacement of Lift Station #15

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TOWN OF PEMBROKE PARK

INVITATION TO BID REPLACEMENT OF LIFT STATION #15 ITB NO. 21-03

TAB 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 Mayor and four (4) Town Commissioners, operating under a Commissioner form of government and currently has 33 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 policy 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 bids from qualified licensed contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and all incidentals necessary to replace or upgrade an outdated lift station at the Town of Pembroke Park. The lift station shall be complete with dual pumps and control panel, discharge pipe, valve vault with pipe fittings and valves, and power electrical service.

The project (Lift Station #15) is located at 4250 Hallandale Beach Boulevard, Pembroke Park, FL 33023.

The TOWN will consider Bids only from responsible and responsive Bidder(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. SCHEDULE

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

Release of ITB	Monday, May 03, 2021
Site visit meeting	Friday, May 14, 2021
Deadline for questions	Thursday, May 20, 2021
Bids due date	Wednesday, May 26, 2021
Award bid selection recommendation	Wednesday, June 09, 2021
Pre-construction meeting	Wednesday, June 16, 2021

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

4. SITE VISIT

Site visit attendance will be not mandatory. All interested vendors shall meet at 11:00 AM on Friday, May 14, 2021 at 4250 Hallandale Beach Boulevard, Pembroke Park, FL 33023. Interested vendors may also request a self-guided site visit at any other time.

5. BID CONTENT

MINIMUM BID CONTENT

Bidder Statement of Organization

- A. Provide Bidder information as follows: (Use TOWN Forms)
 - i. Legal contracting name including any fictitious name.
 - ii. State of organization or incorporation.
 - iii. Ownership structure of Bidder's company. (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
 - iv. Federal Identification Number.
 - v. Contact information for Bidder'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 Bidder wishes to supply to augment its organizational structure.
 - viii. Contact information for Bidder's primary representative during this ITB 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 Bidder is a party, if applicable.
- B. Bidder Personnel and References: (Use TOWN Forms)
 - 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 ITB 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. BID SUBMISSION INSTRUCTIONS

- A. Bidder shall complete and submit the following documents by the deadline set forth herein:
- Quotes Bid
 - Bidder Statement of Organization as described in Section 5 above using TOWN forms herein the bid documents.
 - Bid Signature Page
 - Questionnaire
 - Acknowledgement
 - Vendor/Bidder Disclosure
 - References
 - 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, three (3) duplicate complete packages, and one (1) electronic copy of the Bid 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 ITB 21-03 REPLACEMENT OF LIFT STATION #15**
- C. The Bidder's name and address, date and hour set for the Bid opening shall also be included on the outside of the envelope, along with documents listed in Section 7 below.
- D. Submit the sealed Bid package to Town of Pembroke Park, Attn: Town Clerk, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023 on or before Wednesday, May 26, 2021 at 3:00 P.M. Late Bids shall not be accepted.
- E. Please allow for normal mail delivery time to ensure timely receipt of bids, if using regular mail.
- F. Bids may not be submitted by e-mail or fax.
- G. Selected Bidder shall return the following items:
- Business License
 - Insurance Certificate
 - Completed Form W-9

7. ITB PACKAGE CONTENTS

- A. This ITB package includes:
- Sections 1 through 6 hereof
 - Town of Pembroke Park Required Submittal Forms:
 - Bid Forms
 - Bid Signature Page
 - Questionnaire
 - Bid Acknowledgment
 - Vendor/Bidder Disclosure
 - References
 - Subcontractors
 - Public Entity Crimes
 - Conflict of Interest Disclosure
 - Non-Collusion Statement
 - Confirmation of Drug-Free Workplace
 - Acknowledgement of Addenda
- B. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other errors in the ITB, the Bidder 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 Director at MJacques@tppfl.gov no later than 5:00 PM on or before Thursday, May 20, 2021. 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 by 3:00 PM on Friday, May 21, 2021. Respondents are responsible for checking the websites to ensure they have all addenda prior to submitting their Bid, as failing to acknowledge any addenda may result in disqualification.

SECTION 2

1. EVALUATION CRITERIA

Town shall tabulate and evaluate only bids received from responsive and responsible Bidders, and award to the lowest Bidder.

2. TABULATION OF BIDS AND SELECTION PROCESS

To receive consideration, bids must be received prior to, or on the Bid opening date and time. Unless otherwise specified, Bidders shall use the Bid forms provided with the Bid Documents by TOWN. These forms may be duplicated, but failure to use the forms will cause the Bid to be rejected. All corrections on the Bid shall be made in ink and initialed by Bidders in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB 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. Bids sent via FAX will be rejected. Bids will be publicly opened by the Town Clerk, in the presence of Bidders, the public, and TOWN's staff. Bidders and the public are invited and encouraged to attend Bid openings. Bids will be tabulated and made available for review by Bidders 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 Bidder shall state clearly in the Bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the Bid, to enable TOWN to ensure that the Bid meets the required criteria. TOWN may reject the item, if adequate information is not submitted with the Bid. 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 bids received in response hereto, and shall govern any and all claims and disputes which may arise between person(s) submitting a Bid 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 Bidder shall not constitute a cognizable defense against the legal effect thereof.

BID 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%20to%20bid-openings/).

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. Bidders 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 Bid due and open date. TOWN shall consider the technical specifications to be acceptable to all Bidders, if no questions or comments are received before the Bid's submittal date.

PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Bidder'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 ITB and the Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in TOWN's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to TOWN which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder 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 Bidder's response to the ITB constitutes a Trade Secret. TOWN's determination of whether an exemption applies shall be final, and the Bidder 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. Bids 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: Bids 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 Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform the work. The Finance Director reserves the right to reject Bids where evidence or evaluation is determined to indicate the Contractor's inability to perform the work.

QUANTITIES: All quantities listed in this ITB 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 Bid, 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 Bid form by the Bidder.

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 Bid 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 Bidder, TOWN shall return all samples if not used in testing or destroyed within thirty (30) days of Bid award at Bidder's expense. In addition, TOWN may request full demonstrations of items prior to award. The Bidder 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 Bid.

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 ITB, 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 Bidder at the Bidder'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. Bidders, by virtue of bidding, certify that if awarded any portion of the ITB the Bidder will supply only material or equipment that is 100% asbestos free.

ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of TOWN. Any award issued pursuant to this ITB, 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 Bid specifications. Items delivered which do not conform to Bid 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:

- Bidders name being removed from TOWN's Bidder mailing list for a specified period of time, during which Bidders will not be recommended for contract award.
- All Town Departments being advised to refrain from doing business with the Bidder.
- 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 ITB. 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 ITB, 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 Bid 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 Bidder may be requested to provide goods and services to other governmental agencies if Bidders have sufficient capacity or good quantities available. The awarded good or services shall be provided in accordance with the terms and conditions of the ITB 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 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.

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 Bid Documents or Contract Documents, or if the Contractor violates any of the provisions of this the Bid Documents or Contract Documents, TOWN may upon written notice to the Contractor terminate the right of the Contractor to proceed under the Bid Documents or Contract Documents, or with such part or parts of the Bid 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 Bid 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 Bid 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.

Bids must clearly state any warranties and guarantees against Subcontractor's workmanship and material. In the event of default by the Bidder, TOWN reserves the right to procure the necessary services from other sources and hold the Bidder 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 Bid 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, Bidders shall notify the Public

Services Director at MJacques@tppl.gov at least ten (10) working days before the Bid opening, or at the pre-bid 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

Bidder agrees and warrants that in the performance of the contract pursuant to this solicitation, Bidder 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, past 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, Bidder 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 Director, or designee, by the deadline stated herein via e-mail at MJacques@tppl.gov. Oral instructions are not binding. All questions and interpretations will be clarified in writing to all Bidders by written addenda. Failure of a Bidder to receive and/or acknowledge any addendum shall not release the Bidder from any obligations under this Bid.

7. RIGHT OF REJECTION

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

8. PERFORMANCE BOND

If a performance bond is required in Special Conditions, the 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 face amount specified in Special Conditions 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 in the nature of 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 or as specified in the Special Conditions.

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 Bidder 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 Bidder'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 Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish the services, or anyone for whose acts the Bidder 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 Bidder, by any person or organization directly or indirectly employed by Bidder to perform or furnish any of the work, or by anyone for whose acts Bidder 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 Bidder under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. WARRANTY

The Contractor shall provide warranty for the lift station equipment, and labor at a minimum for a period of one (1) year after construction of said lift station, equipment, and material approval by TOWN. Further, Contractor warrants that the work will be performed in a professional manner in accordance with Town, State, and Federal standards applicable to the project.

SECTION 4

A. 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 Bid (ITB): Shall mean this solicitation documentation, including any and all addenda. An ITB involves tabulation of Bids, 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 ITB 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 Bidder 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 bid in response to this solicitation, a Bidder 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 Bidder is an "Equal Opportunity Employer".

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

iv. 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.

Bidders 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 bids.

v. 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 Interim Public Services Director Myriam Jacques. 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, 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.

vi. 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.

vii. Confidentiality

By submitting a bid in response to this solicitation, a Bidder acknowledges that TOWN is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder has otherwise fully complied with this provision, TOWN, in reliance on the representations of the Bidder, 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 Bidder of that request, and the Bidder 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 Bidder'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 Bidder refuses to permit disclosure or copying, the Bidder 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 Bidder is not initially named as a party, the Bidder 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 bid submitted by a Bidder in response to the ITB and shall constitute TOWN's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to TOWN.

B. CONTRACT AWARD

Any contract, as a result of this ITB, will be submitted to the Town Commission for its approval. The Contract award, if any, shall be made to the lowest responsive and responsible Bidder whose Bid shall be deemed by TOWN to be in the best interest of TOWN. TOWN's decision to make the award and which Bid is in the best interest of TOWN shall be final.

C. GENERAL LOCATION OF WORK

The location of the Lift Station #15 Replacement project is located at 4250 Hallandale Beach Boulevard, Pembroke Park, FL 33023.

D. TIME OF COMPLETION

The Contractor shall complete the work within ninety (90) days after issuance of Notice to Proceed (NTP).

E. 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.

F. PERMIT FEES

TOWN will reimburse the selected Contractor municipal permit fees, as may be needed. 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.

G. 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.

H. 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.

I. 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 Bidder's responsibility to become familiar with the existing conditions of Preserve to determine the type of equipment necessary to successfully provide the specified services.

J. 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.

K. 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 Director in writing via electronic mail at MJacques@tppl.gov. Failure to do so shall obligate the Contractor to make repairs per the above section.

L. 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

SCOPE OF WORK

Contractor shall design and provide all materials, equipment, and labor for the replacement or upgrade outdated lift station #15-located at 4520 Hallandale Beach Boulevard. The lift station shall be complete with dual pumps and control panel, discharge pipe, valve vault with pipe fittings and valves, and power electrical service.

TOWN will consider Bids only from responsible and responsive Bidder(s) licensed and qualified by experience to provide and do the work specified herein. Contractor shall use the provided drawings on Attachment A and submit them for the building permit. All materials furnished and all work performed shall be in accordance with the project specifications, Federal, State, and local codes, and other Bid Documents herein. All measurements below are estimated dimensions. Contractor shall field-verify all measurements for their Bids and shall confirm measurements before building construction.

The contractor shall provide the following with the given specifications:

A. LIFT STATION EXISTING CONCRETE WET WELL RETROFIT

Existing conditions where the current lift station is located, see DWG LS-6 on Attachment A, does not have enough space and the conditions to install a new Wet-Well. The existing lift station's wet well is four (4) feet in diameter, and approximately nine (9) feet high, from the bottom of the 3.5 feet access chimney to the invert.

Contractor shall perform, but is not limited to, the following:

- A. Remove the top existing cylindrical tapered concrete section, approximately 3.5 feet high, and replace it with new cylindrical precast concrete section; construct a new top 10-inch-thick reinforced concrete slab, as shown on Drawings LS-1 through LS-6 on Attachment A.
- B. Clean and remove all loose deleterious concrete from the inside of existing wet well's concrete surfaces and apply a skim coat of at least ¼-inch thick and cover larger voids up to 2-inch deep with Repair/Resurfacing Mortar, by Epoxytec Mortatec Silicate, or approved equal.
- C. Apply sealer to the entire inside of the wet well's new and repaired existing concrete surfaces, with Urethane-modified-epoxy (UME) coating system, Uroflex by EpoxyTech, or approved equal.
- D. Construct a concrete valve box chamber adjacent to the existing wet well, and install two double door access systems in the top of the concrete cover on the influent lift station and the valve box chamber, as per drawings on Attachment A. All doors shall be recessed/ flush with the top concrete slab. The doors shall be of all reinforced diamond pattern aluminum construction at a minimum of ¼-inch thick, with welded deflection stiffeners plates underneath, and as required by pump manufacturer. All hardware shall be stainless steel and include the necessary stainless-steel angle frame embedded into concrete slab around the openings with welded steel Nelson Studs

anchors. The doors shall have an auto lock feature when fully open and include a release handle and allow enough open space to remove the pumps.

B. PUMP, PIPING, AND CONTROL

The lift station shall have a duplex set of ABS/Sulzer submersible pumps, Model XFP100C-CB1.4-PE20/6W or approve equal. Each pump shall be of the solids handling type capable of passing 3-inch solids, discharging to a 4-inch diameter Force Main. The pumps shall have a capacity of 80 GPM at 19.5 feet total dynamic head (TDH). The pump motors shall be 2.68 to 3 hp, 230 volts, 1 phase, and 60 Hz; and supplied with lift out chains.

Contractor shall provide and install all wall penetrations or wall sleeves for discharge piping and connect to the existing 4-inch diameter underground Force Main and 2-inch PVC Drainpipe, from the Valve Box Chamber to the inside of the Wet Well. All underground and inside the wet well discharge piping and fittings shall be 4-inch diameter Ductile Iron schedule 40 and Class 125 flanged ends, with an exterior asphaltic protective coating. Each pump discharge line shall have a check valve and a gate valve, and a bypass 4-inch diameter pipe. All the above as shown on Attachment A. All piping inside the valve box chamber shall have an additional exterior coating with an approved epoxy paint.

C. LEVEL CONTROLS

Contractor shall install four (4) mercury float switches to be suspended from a cable hanger bracket mounted inside the lift station. Three float switches shall be suspended at proper depths to control the "OFF", "ON", and "Both Pumps ON" levels. The fourth float switch is for "Emergency High Water Alarm". Contractor shall also provide and install an audible red flashing warning light mounted on top of the control panel to indicate a high-water condition.

D. ELECTRICAL

All materials and equipment shall conform to the latest edition of references to the International Building Code (IBC), National Electrical Code (NEC), Underwriters Laboratories, Inc. (UL) and National Fire Protection Association (NFPA) are minimum installation requirement standards. Copper conductors shall be properly sized for the amperage used, with metal conduit and raceways accordingly sized. Aluminum conductors are prohibited.

Contractor shall supply, install, test, and deliver all electrical installation for this project. The installations comprise, but are not limited to, the following:

- A. Central control system within a weatherproof enclosure properly secured to the 4-inch steel posts on a separate concrete slab. The stainless-steel enclosure shall be rated NEMA 3R and mounted on or near the top of the station lid. The panel shall contain a magnetic starter or contactor and an H-O-A selector switch for each pump to alternate the pumps on successive cycles and turn on the second pump if the first one fails or if the inflow exceeds the capacity of one pump. Contractor shall properly size circuit breakers or fuses to protect all pumps and controls. All pump and level control conduit and wiring shall pass through the top section of the vertical side walls of the wet well run underground and come up into the bottom of the control panel.
- B. Weatherproof junction box to connect the equipment control and power cables, with all the necessary properly sized conduits/raceways. Conduits shall be Rigid steel, zinc-coated, threaded type conforming to FS WW-C-581, ANSI C80.1 and UL 6. Provide zinc coating fused to inside and outside walls. All power and data cables shall be tagged with the proper identification. After installation, all conduits/raceways shall be sealed with a UL approved Electrical Sealing Epoxy putty.

- C. Meter Box with stainless-steel Disconnect Switch and all the necessary piping and electrical conductors to connect to the existing Florida Power & Light (FPL) overhead power distribution line. Rigid conduit and power cables shall be installed buried underground, from the Disconnect Switch to the nearest existing FPL Power pole and finally connecting to existing electrical transformer. Contractor shall arrange and coordinate with FPL for connection of power to the Electrical Service point.

- D. High Level Alarm light and Horn

The location of conduits, cables, etc. shown on the drawings is approximate, therefore the actual route of cables and conduits may differ from the plans. Any modifications on the route of cables and conduits that are found necessary during the work shall be approved by the Engineer.

E. DRILLING AND CUTTING

The Contractor shall have to do all drillings and cutting of concrete walls or other parts of the structures for the complete proper installation of the plumbing piping, electrical conduits, cables, and other parts of equipment. All annular spaces between the bore and piping to be properly sealed with an approved non-shrink grout.

F. LIFT HOIST SYSTEM

Contractor shall provide a lift guide rail system for each pump. The system shall consist of a cast base unit, a pump adapter assembly, upper guide rail bracket and 304 Stainless Steel guide rails, and an intermediate support to stabilize the rail system, as necessary.

Contractor shall provide for each pump a lifting hoist hook and Stainless-Steel cable or chain to ease pump removal from the well. The hoist assembly shall include an embedded socket for hoist placement in the top of the concrete cover.

G. REINFORCED CONCRETE

Cast in place concrete mixture shall have a minimum 28-day compressive strength of 4,000 psi. Precast concrete shall have a minimum 28-day compressive strength of 5,000 psi. Steel reinforcement shall have a minimum 60 KSI tensile strength.

H. MAINTAINING EXISTING SEWER FLOW

During the entire duration of the proposed work, the existing lift station sewer flow shall be maintained, by installing a temporary pumping system connected temporarily to the existing 4-inch Force Main.

I. WARRANTY

Lift station and all component equipment shall have one (1) 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.

The pumps shall have a separate five (5) year warranty, from the time of installation.

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ATTACHMENT A

A. LIFT STATION # 15 DRAWINGS

[Lift Station #15 Plan](#)

[Lift Station #15 Section](#)

[Lift Station #15 Top Slab Detail](#)

[Control Panel Installation](#)

[Existing Lift Station Wet Well Section](#)

[Existing Lift Station Wet Well Plan View](#)

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(2) 4" FLG TEE
(8) 4" FLG 90° BEND
(3) 4" FLG PLUG VALVE
(2) 4" FLG CHECK VALVE
(2) 4" FLANGED ADAPTER
(2) ALUM KAMLOK MALE FTG
4" ALUM KAMLOK CAP

4'-4"

3" TYP

6"

2'-1"

5'-6" (MIN.)

6'-4" (MIN.)

3"

4" DIP

2" PVC

4" DIP

H.F.A.C. (TYP.)

0'-1"

0'-8"

4'-0"

13"

13"

4" FLG 90° BEND (TYP BOTH PUMPS)

CONNECT TO EXISTING 4" DIA. FORCE MAIN

LIFT STATION PLAN (N.T.S.)

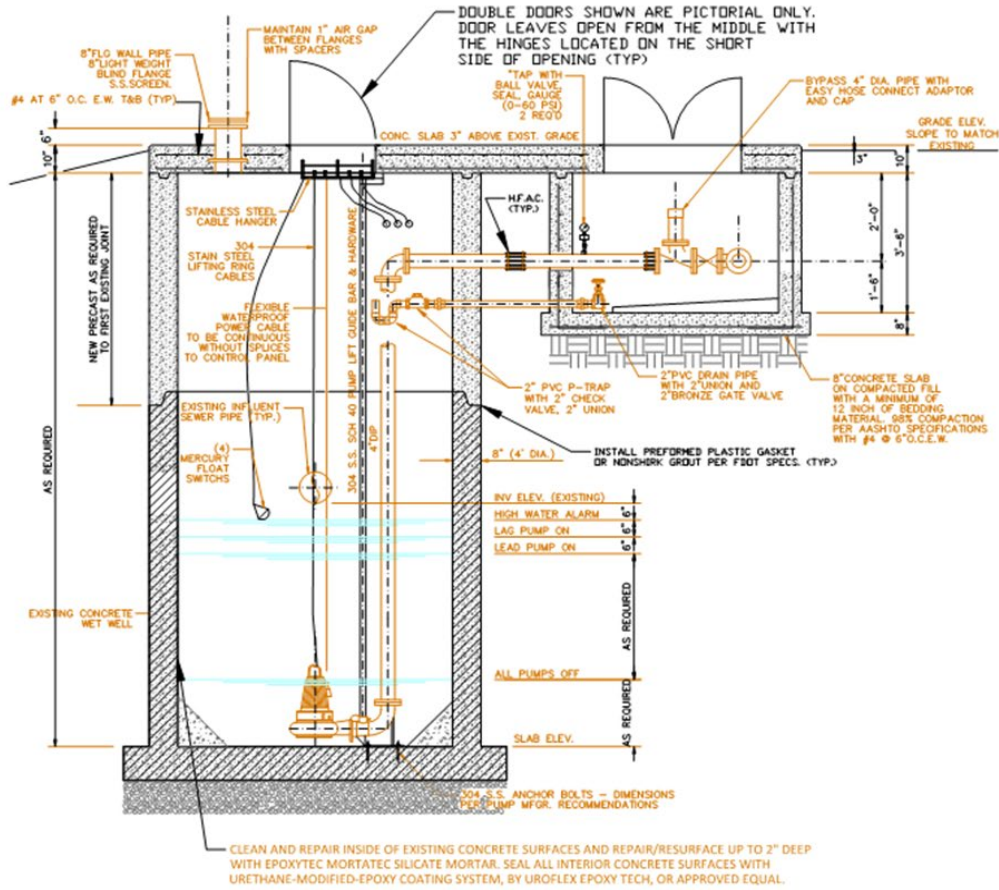
TOWN OF PEMBROKE PARK
LIFT STATION #15
By: Daniel Ortiz, P.E.
FL REG. No. 68042

Daniel Ortiz, P.E.

Digitally signed by Daniel Ortiz, P.E.
DN: cn=US, e=dortiz@tppl.gov,
o=Town of Pembroke Park,
cn=Daniel Ortiz, P.E.
Date: 2021.04.16 09:49:29-04'00'

DATE: 04/16/2021
Sheet No
LS-1

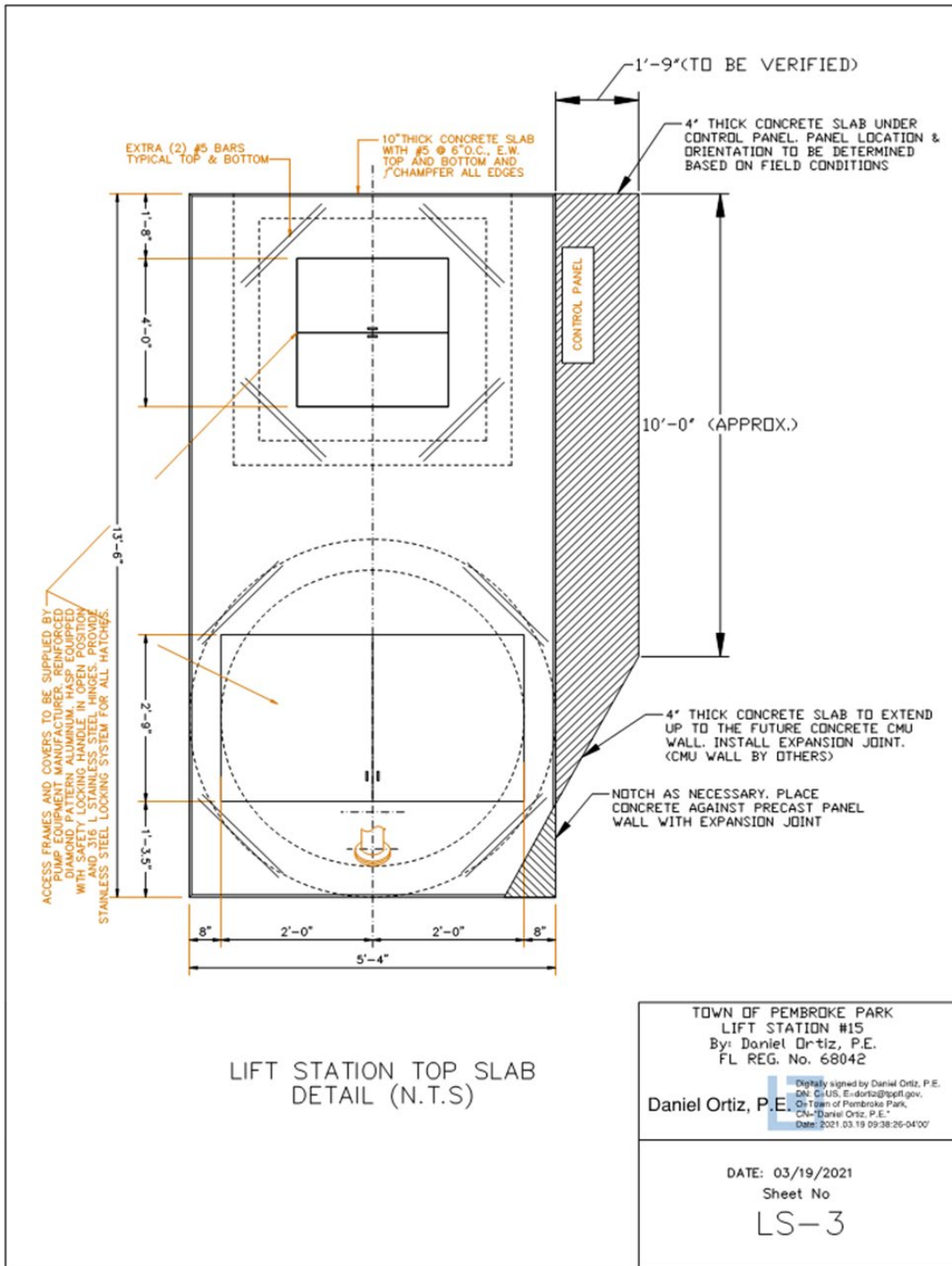
Town of Pembroke Park
ITB 21-03 Replacement of Lift Station #15



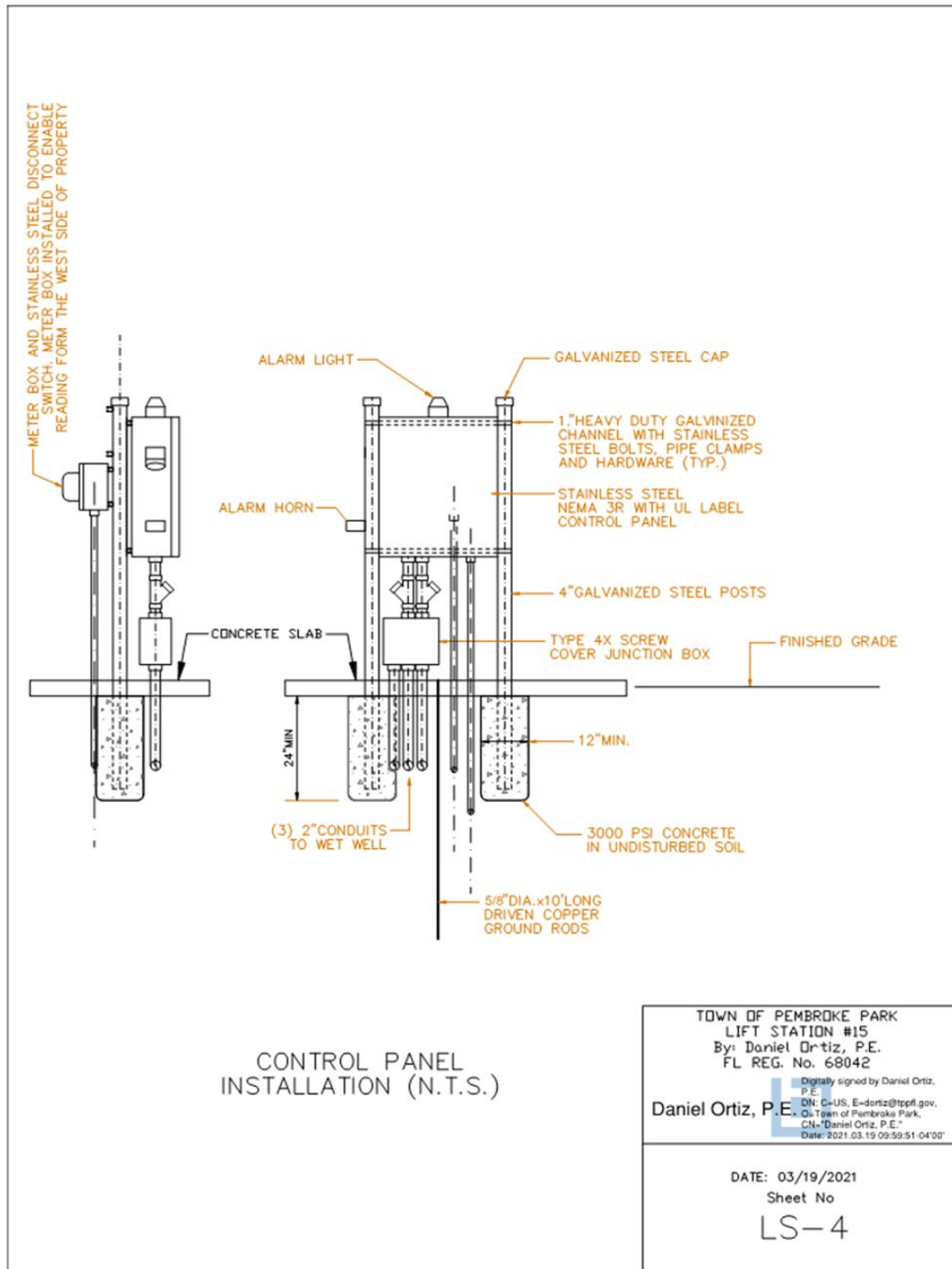
LIFT STATION SECTION
(N.T.S.)

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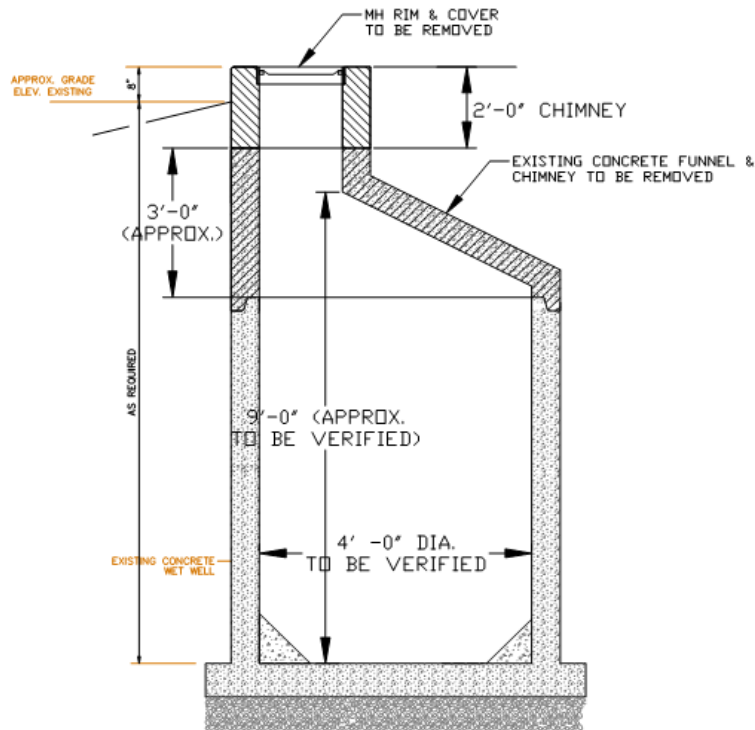
Town of Pembroke Park
ITB 21-03 Replacement of Lift Station #15



Town of Pembroke Park
ITB 21-03 Replacement of Lift Station #15



Town of Pembroke Park
ITB 21-03 Replacement of Lift Station #15



EXISTING LIFT STATION
WET WELL
SECTION (N.T.S.)

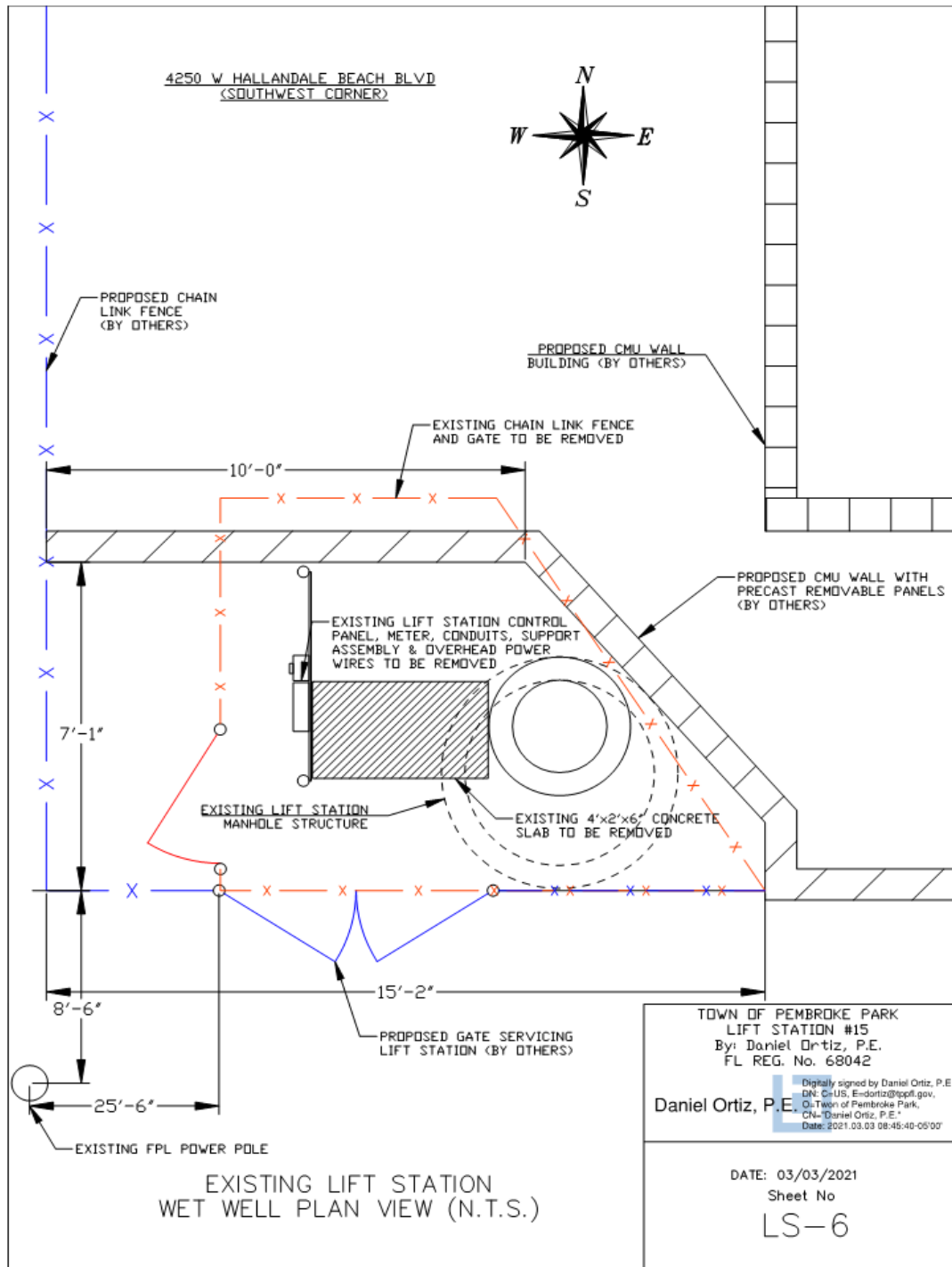
TOWN OF PEMBROKE PARK
LIFT STATION #15
By: Daniel Ortiz, P.E.
FL REG. No. 68042
Digitally signed by Daniel Ortiz,
P.E.
DN: C=US, E=dortiz@ppfl.gov,
O=Town of Pembroke Park,
CN="Daniel Ortiz, P.E."
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DATE: 03/03/2021

Sheet No

LS-5

Town of Pembroke Park
ITB 21-03 Replacement of Lift Station #15



SECTION 6

FORMS

A. BID FORM

SCHEDULE OF BID PRICES

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

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

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

Bidder agrees to perform all the work described in the contract documents for the following unit prices or lump sums. BIDS shall include shipping costs, sales tax and all other applicable taxes. Bidder 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.

Bid Prices Shall Be Based Pursuant to Specifications and Attachments A Unless Otherwise Stated. Contractor Shall Calculate and Provide Quantity Required for Each Line Item.

In accordance with the Town's Invitation to Bid (ITB 21-03) and the specifications contained herein, the undersigned proposes the following Bid prices:

A. REPLACEMENT OF LIFT STATION #15

Bidder's Company Name				
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST (\$)
1.	Retrofit Existing Wet Well, New Valve Box Chamber, New concrete slab and access doors, Final Grading	1	LS	
2.	Discharge piping, pump accessories and Electrical	1	LS	
3.	Pumps and 5-year Warranty	1	LS	
4.	WARRANTY: One (1) Year Minimum Warranty	1	LS	
5.	TOTAL	\$		

Authorized Signatory:

(Signature)

Executed by:

(Type or Print Name)

Title:

For (Company):

Address:

Telephone Number:

Email:

B. BID SIGNATURE PAGE

HOW TO SUBMIT BIDS: Bids must be submitted by hard copy. It is the sole responsibility of the Bidder to ensure that the Bid 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 Bid due date and time listed. Bids 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 Invitation to Bid (ITB).

I have read the ITB, and all attachments including the specifications and fully understand what is required. By submitting this signed Bid, I understand any resulting Town contract will be subject to ITB 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
--	--------------	--------------



B. TOWN OF PEMBROKE PARK SUBMITTAL REQUIRED FORMS

Bidders must complete and submit all TOWN requested documentation to be considered a responsive and responsible Bidder.

1. Section 1 Paragraphs 5 and 6 Documentation
2. Questionnaire
3. Bid Acknowledgment
4. Vendor/Bidder Disclosure
5. Subcontractors
6. References
7. Public Entity Crimes
8. Conflict of Interest Disclosure
9. Non-Collusion Statement
10. Confirmation of Drug-Free Workplace
11. Acknowledgement of Addenda

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Town of Pembroke Park
ITB 21-03 Replacement of Lift Station #15

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
ITB 21-03 Replacement of Lift Station #15



BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, ITB 21-03, Replacement of Lift Station #15 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 ITB.

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

The undersigned further states that this Bid 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.

Bidder 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:



Town of Pembroke Park
ITB 21-03 Replacement of Lift Station #15

VENDOR/BIDDER 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
ITB 21-03 Replacement of Lift Station #15

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 Bidder 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 Bid. *(Invalid contact information will result in default of references and may cause the bid 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
ITB 21-03 Replacement of Lift Station #15



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 Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Bidder, 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 Bidders must disclose within their Bid, 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 Bidders must disclose the name of any TOWN employee or relative(s) of a TOWN employee who owns, directly or indirectly, an interest in the Bidders 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 ITB.

Acknowledged By:

Firm Name:

Printed Name:

Title:

Signature:

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

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 Bid 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 bid, 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 Bid Documents.

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

Bidder's Signature

Date

Town of Pembroke Park
ITB 21-03 Replacement of Lift Station #15



ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in its Bid:

Addendum No. 1 Date Issued _____

Addendum No. 2 Date Issued _____

Addendum No. 3 Date Issued _____

Addendum No. 4 Date Issued _____

Addendum No. 5 Date Issued _____

Addendum No. 6 Date Issued _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS ITB.

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



CONSTRUCTION SERVICES AGREEMENT

Town Procurement: ITB 21-08 Replacement of Lift Station #15

Provider Name: C&I Construction and Design, Inc.

Provider Address: 14031 SW 143rd Court, Unit #6
Miami, FL 33186

Email: carlos@cicdinc.com

Telephone: (305) 225-6067

FEI/EIN #: 20-1969758

Project: Provider shall provide all labor, materials, equipment, and other services necessary for the Replacement of Lift Station #15 ("Project"). The Project is described in further detail in the attached Exhibit A, which is incorporated by reference herein. The project is further subject to the terms and conditions contained in Town's Invitation to Bid No. 21-08, which is on file with the Town Clerk and is incorporated into this Agreement by reference herein.

THIS AGREEMENT ("Agreement") is made by and between C&I Construction and Design, Inc. ("Provider") identified above and the Town of Pembroke Park ("Town"), located at 3150 SW 52nd Ave., Pembroke Park, FL 33023.

In consideration of the mutual covenants and conditions set forth herein, Provider and Town agree as follows:

- 1. Services.** For the purpose of this Agreement, Services shall mean the labor, materials, equipment, and other services necessary for the completion of the Project. Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice.
- 2. Fee.** Town shall pay Provider the sum of One Hundred Seventy Three Thousand Dollars (\$173,000.00) ("Fee") for the services to complete the Project. The Fee shall be the sole compensation paid to Provider in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

3. **Invoices.** Invoices shall be submitted to: Pembroke Park Finance and Budget Department, 3150 SW 52nd Ave., Pembroke Park, FL 33023. Invoices shall show the nature of the service and dates(s) of service. Provider shall provide W-9 or FEIN# to Town with first invoice.

4. **Payment.** The Fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 30 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

5. **Term.** Provider agrees to complete the project work as per the Proposed Schedule (attached here in) within one hundred fifty (150) days after issuance of Notice to Proceed (NTP) unless the completion date is extended by mutual written agreement of the parties.

6. **Representations, Warranties and Covenants of Provider.**

6.1. **Authority.** Provider hereby represents and warrants to the Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2. **Duly Licensed.** Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3. **No Contingency.** Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, 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 Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the Town shall have the right to terminate the Agreement without liability.

7. **Standard of Care.** The standard of care for all Services performed or furnished by Provider under this Agreement will be consistent with the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

8. **Compliance with Laws.** In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and Town ordinances and regulations, including ethics and procurement requirements.

9. **Independent Contractor.** It is specifically understood that Provider is an independent contractor. Provider acknowledges (i) that its employees will not be covered by the Town's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind Town to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the Town for all negligent performance of work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

10. Right to Audit. Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The Town shall have the right to audit Provider's books and records, at the Town's expense, upon prior notice, with regard to the Services provided to the Town under this Agreement. Provider shall allow the Town or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the Town in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the Town's Internal Audit department shall be reimbursed to the Town by the Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider within 45 days from presentation of Town's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the Town.

11. Property Rights. [INTENTIONALLY OMITTED]

12. Insurance. Insurance shall be required as stated in ITB 20-08.

13. Indemnity. Provider agrees to indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from any third party claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from Town, its commissioners, officials, employees or agents to the extent arising out of Provider's negligent performance of the Services or to the extent caused by or arising out of (a) any negligent act or omission or willful misconduct of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of Provider's negligent execution of Services under this Agreement; or (c) the violation of applicable federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the negligent performance of this Agreement by Provider or any negligent act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all such claims and losses and shall defend all such suits, in the name of the Town, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify the Town for Town's own negligence, or intentional acts of the Town, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the Town as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

14. Termination. [INTENTIONALLY OMITTED]

Notices. Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the Town, to 3150 SW 52nd Ave., Pembroke Park, FL, 33023, Attention: Robert Clark Public Services Director, and if to Provider, to 14031 SW 143rd Court, Unit #6, Miami, FL 33186.

15. Taxes. Town is exempt from the requirement for the payment of sales tax on goods and services purchased by Town.

16. Availability of Funds. [INTENTIONALLY OMITTED].

17. Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

18. Non-Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status, or sexual orientation.

19. Assignment. This Agreement requires the skills and experience of Provider and the responsibility to complete the project may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

20. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

21. Ethics; Conflict of Interest.

21.1. Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

21.2. Provider represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of the Town or any Town agency or selection committee.

21.3. Provider represents that, to the best of its knowledge, it does not employ, directly or indirectly, the mayor, members of the Town commission or any official, department director, head of any Town agency, or member of any board, committee, or agency of the Town.

21.4. Provider represents that, to the best of its knowledge, it does not employ, directly or indirectly, any official of the Town.

21.5. Provider represents that it has not knowingly and unlawfully given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the Town commission, any department director or head of any Town agency, any employee of the Town or any Town agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

21.6. Provider represents that, to the best of its knowledge, it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement.

21.7. In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

22. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the applicable provisions of the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and may result in debarment from Town's competitive procurement activities.

23. 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.

24. Small Business Requirements. [INTENTIONALLY OMITTED]

25. Public Records Law. Provider shall comply with Chapter 119, Florida Statutes, regarding public records, which includes the following:

25.1. Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the service.

25.2. 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 (2018), as may be amended or revised, or as otherwise provided by law.

25.3. 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 Agreement term and following completion of this Agreement if the Provider does not transfer the records to the Town.

25.4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Provider or keep and maintain public records required by the Town to perform the service. If the Provider transfers all public records to the Town upon completion of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically 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.

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

Office of the Town Clerk
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
954-466-4600
townclerk@tppfl.gov

26. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The Town and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Broward County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

27. Severability. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

28. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

29. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

30. Inspector General. Provider is aware that the Inspector General of Broward County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this Agreement justifying its termination.

31. Entire Agreement; Exhibits; Amendment. Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the Town and Provider.

32. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

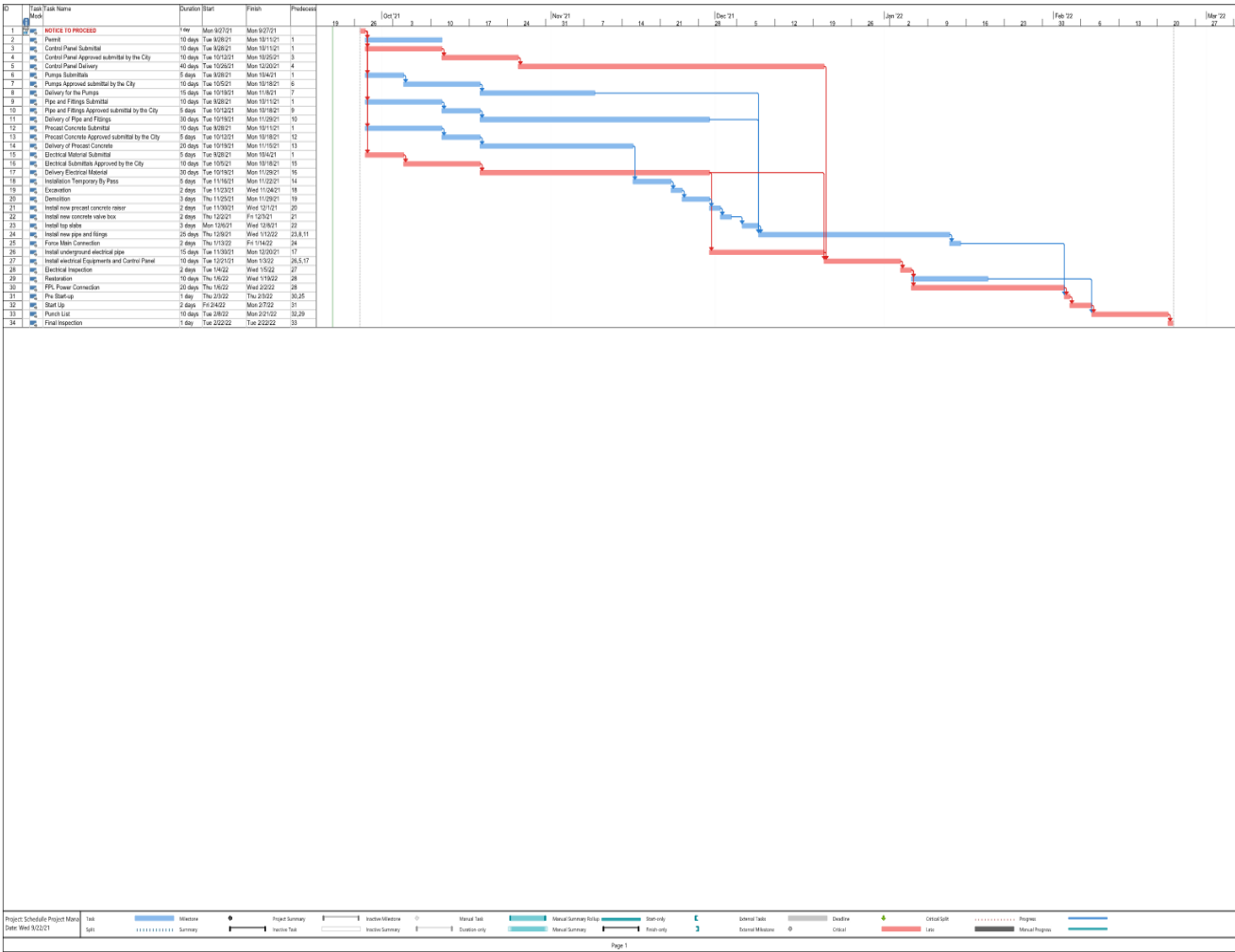
33. Joint Preparation. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

34. Further Assurance. Provider and Town agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

35. Counterparts. This Agreement may be executed in one or more counterparts, use of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

36. Proposed Schedule

Page 52 of 53



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

C&I CONSTRUCTION AND DESIGN, INC.

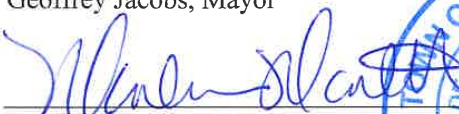
By: 

Print Name: Carlos Yoldan
Authorized Representative

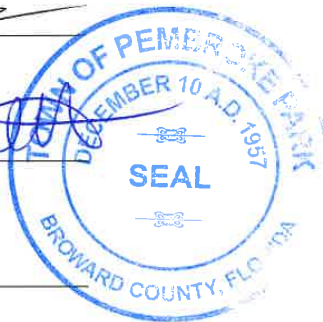
Date: 9/29/21

TOWN OF PEMBROKE PARK

By: 
Geoffrey Jacobs, Mayor

Attest: 
Marlen Martell, Town Clerk

Date: 10/13/2021



TOWN ATTORNEY'S OFFICE
Approved as to form and legality:

By: 

RESOLUTION NO. 2024-009

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 8.5000 MILLS FOR THE FISCAL YEAR 2024-2025 COMMENCING OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025; 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.

WHEREAS, the Town of Pembroke Park (the “Town”) is required by Florida Statute Section 200.065(2) to adopt a Resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Broward County; and

WHEREAS, in accordance with the provisions of Section 200.065(1), Florida Statutes, it is determined that the rolled-back rate computed as aforesaid is 7.5829 and the proposed millage rate is 8.5000, which is 12.09% percent more than the rolled-back rate; and

WHEREAS, a tentative budget hearing on the millage rate has been scheduled for 6:00 PM at Town Hall on September 11th, 2024, and the final public hearing has been scheduled for 6:00 PM at Town Hall on September 25th, 2024.

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

Section 1. The Town Commission hereby adopts an 8.5 tentative operating millage rate.

Section 2. The Town Commission hereby finds and declares that the operating millage rate adopted by this Resolution is 8.5000, which exceeds the current year rolled-back

rate of 7.5829 by 12.09%.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. 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 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 12 day of June, 2024.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney