



AGENDA

SPECIAL COMMISSION MEETING

10:00 AM - Saturday, November 12, 2022

Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
5.1. Spoke on the record:	5 - 22
David Roach	
Gregg Jacobs provided attached documents	
Greg Jacobs public speaker	
6. PRESENTATIONS	
6.1. Proclamations	23 - 24
Proclamation Native American Heritage Month	
Proclamation Police Month	
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell	25 - 37
10 15 2022 SPECIAL COMMISSION MEETING Minutes	
10 26 2022 VIRTUAL WORKSHOP COMMISSION MEETING Minutes	
7.2. Police Department Built-Out Status - Building Official Nunez	38 - 160
Staff recommends approval of the stated process	
Agenda Item Report - AIR-22-170 - Pdf	
7.3. Salary increase for Joy Brown due to being placed in a new position - Police Chief Howard	161 - 162
Previously, the position of Accreditation Manager was added to the Administrative Assistant role.	
Agenda Item Report - AIR-22-168 - Pdf	
Retroactive pay Joy Brown	
7.4. SW 30th Street Sanitary Sewer Feasibility and Force Main Replacement - Public Services Director Clark	163 - 169
Staff Recommends Commission Approval	

[Agenda Item Report - AIR-22-173 - Pdf](#)

- 7.5. Holiday Lighting - Public Services Director Clark 170 - 197

[Agenda Item Report - AIR-22-171 - Pdf](#)

- 7.6. Building supervisors take home vehicles - Building Official Nunez 198 - 205

Staff recommends approval

[Agenda Item Report - AIR-22-169 - Pdf](#)

8. RESOLUTIONS

9. ORDINANCES - 1ST READING

- 9.1. Amending the responsibilities of the Planning and Zoning Board - Building Official Nunez 206 - 209

ORDINANCE NO. 2022-016

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING SECTION 28-36 OF CHAPTER 28 "ZONING", ARTICLE II "ADMINISTRATION" WITHIN THE TOWN OF PEMBROKE PARK CODE OF ORDINANCES TO FURTHER DEFINE THE RESPONSIBILITIES OF THE TOWN'S PLANNING AND ZONING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

[2022-016 ZONING REVISIONS ADMIN 2022](#)

- 9.2. Amending responsibility for connection to Town system - Building Official Nunez 210 - 212

ORDINANCE NO. 2022-017

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING SECTION 28-279 "Responsibility for connection to Town system" WITHIN CHAPTER 28 "ZONING" AND MOVING THE SECTION TO CHAPTER 26 "UTILITIES"; RESCINDING ORDINANCE NO. 2022-010; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

[2022-017 Planning Utilities rescinding 2022-010](#)

10. ORDINANCES - 2ND READING

- 10.1. Amendment of Election Ordinance - Town Clerk Martell, Town Attorney Anderson 213 - 217

ORDINANCE NO. 2022-012

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 8 "ELECTIONS", ARTICLE 2 "REGISTRATION OF ELECTORS", ARTICLE III "ELECTION PROCEDURE", ARTICLE IV "POLL WATCHERS", AND ARTICLE V "QUALIFICATIONS OF CANDIDATES" OF TOWN'S CODE TO UPDATE TERMINOLOGY WITHIN THE ARTICLES AND TO CLARIFY THE DATE FOR CANDIDATE QUALIFICATION; PROVIDING FOR

SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

[2022-012 elections ordinance 2022_mpa](#)

- 10.2. Commission salary \$10,000 increase - Town Manager Jimenez 218 - 220

ORDINANCE NO. 2022-013

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN COMMISSION”, DIVISION 2 “COMPENSATION” TO INCREASE COMMISSION PAY BY \$10,000 ANNUALLY FOR EACH COMMISSIONER**; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

[2022-013 Commission salary ordinance](#)

- 10.3. Proposed Dumpster Enclosures Requirements - Building Official Nunez 221 - 230

ORDINANCE NO. 2022-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING ARTICLE III “DUMPSTERS” WITHIN CHAPTER 11 “GARBAGE AND REFUSE” OF THE TOWN’S CODE OF ORDINANCE TO REQUIRE DUMPSTER ENCLOSURES WITHIN THE TOWN**; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Staff recommends approval

[Agenda Item Report - AIR-22-160 - Pdf](#)

- 10.4. Proposed change to parking spaces dimensions - Town Ordinance 28- 231 - 244

301 - Building Official Nunez

ORDINANCE NO. 2022-015

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 28 “ZONING”, ARTICLE IV “SUPPLEMENTAL DISTRICT REGULATIONS”, DIVISION 2 “OFF-STREET PARKING” OF TOWN’S CODE BY CHANGING THE DISTANCE REQUIREMENTS FOR OFF-STREET PARKING**; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Recommends approval

[Agenda Item Report - AIR-22-161 - Pdf](#)

11. OLD BUSINESS

12. NEW BUSINESS

- 12.1. Guidance for Formal Investigation - HR Director Friedman

245

[Agenda Item Report - AIR-22-167 - Pdf](#)

- 12.2. Megawattage Contract for Standby Generators Maintenance Services - 246 - 545
A Piggyback Contract from the City of Weston (December 2018 to
March 2024). - Public Services Director Clark

Staff Seeking Commission Approval

[Agenda Item Report - AIR-22-177 - Pdf](#)

13. DISCUSSION

- 13.1. Winter Wonderland - Events Coordinator Meza 546 - 547

[Toy Drivewinter wonderland \(1\)](#)

[Preserve Park Site Plan Template \(20 20 in\)](#)

14. ATTORNEY COMMENTS

15. TOWN MANAGER COMMENTS

16. COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins

Vice Mayor Dieuveille

Mayor Jacobs

17. ANNOUNCEMENTS

- 17.1. Special Magistrate on Wednesday, November 16, 2022 at 9:00 AM
Virtual Workshop Commission Meeting on Monday, November 21, 2022
at 6:00 PM
Turkey Give-A-Way, Monday, November 21, 2022 at 4:00 to 8:00 PM
Winter Wonderland, Sunday, December 18, 2022 from 10:00 AM to
10:00 PM

18. 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

From The Desk of Greg Jacobs

Open Letter to the Special Magistrate of Pembroke Park 11/16/2022

Hello Magistrate:

It has come to my attention that Kevin Mirabal wants his code violation fines dismissed. It is also my understanding that Kevin has misrepresented himself to the town as a project supervisor for MAC construction and told residents he is a project manager for TIA construction, citing Frank (of Media Enterprises?) as his direct supervisor. Only problem is, neither of these companies exist. In the correspondence to me dated October 19th Kevin signs as Park Management. I can only surmise Kevin is a direct employee of Trinity Broadcasting and has been since March 2022, but why was it so important for him to obfuscate this relationship? So, who is Kevin Mirabal? If it so pleases the Magistrate I would like to share a few of my firsthand experiences. I believe attention should be directed towards these items before Kevin's request for dismissal of fees is entertained. Please remember all my allegations are supported with corroboration in the form of video, video stills, photographs, fire and rescue reports, police reports, police call logs, and multiple independent investigations from Federal, State, and Broward County agencies and other investigative bodies, as well. I am happy to provide corroborative items upon request, as needed.

Many of Kevin's initial code violations on the property were garnered from his efforts to hide the actual number of mobile and modular home lots present at Lakeside, prior to May 25th's Broward Commission's investigation into Lakeside's unlawful registration as an RV park, since 1972, when in fact under Florida law it is clearly a mobile home park. In this way TBN a 501 C-3 nonprofit, church, avoids paying funds into the FMHR program, and seeks to avoid responsibilities to Lakeside Park Estates residents provided under Florida law.

Some outstanding violations are willfully left unaddressed for several months to discourage residents from remaining under the terms of their current leases. One glance at the manipulative rent incentive offer to residents reveals their desire to begin their undisclosed redevelopment efforts as soon as possible, after residents have vacated one way or another. Independent counsel investigation reveals Parklane Real Estate Services' Dora Steed, Jill and Lee Meekums, the former property management company, that mysteriously disappeared before the closing was announced, is to be a partner in the secret redevelopment project.

Kevin deliberately turned our swimming pools green for months after the closing of Lakeside in March was announced. Kevin even proclaims the pools were kept green in retaliation against residents, because someone called the health department about their condition. In a bizarre move Kevin and Renee even “opened” the green west pool to residents on May 28, 2022 with an unsecured live electrical fixture suspended in the bright green algae water, with an excessive amount chlorine dumped into it by Greg the head of maintenance, a position he is neither qualified for nor proficient at.

I will also point to the current case of my neighbor Julia a resident in good standing for three years, Kevin and Renee refuse her rent and filed a motion to evict her in October citing outstanding code violations to the town of Pembroke Par. Kevin is asking the Magistrate to forgive his willful code violation fines and is seeking to simultaneously evict a tenant in good standing for the same. The hypocrisy in this is astounding.

Unlawful evictions, multiple investigations of discrimination based on special class status, cases of elder abuse, retaliation, threats, interference, coercion, extortion, and animal cruelty have all occurred during the closing of Lakeside under Kevin’s stewardship. He has also made multiple false statements to the Broward Commission and provided falsified cleaning records, each a crime in and of itself.

Currently Kevin is willfully imparting ecological damage to Lake Trinity by shutting off two of the three large aerator fountains, significantly reducing water quality. We are an over 55 community and we have several seniors aged 65 and above, who report increased symptoms of COPD, bronchitis, asthma, sinusitis, and other respiratory ailments, due to the now brownish-green, moldy water in Lake Trinity which has produced repeated algae blooms and emits a disgusting film most days. This is done in violation the EPAs Water Quality Standards effective under the Clean Water Act Item 62-302.500 Surface Waters: part 6. Pose a serious danger to the public health, safety, or welfare, and subsection 1. Produce conditions so as to create a nuisance, for a class three body of water. Kevin even misrepresents the truth about this to the Broward Commission. Concrete rubble from demolition, trash, and debris is stored on the property in anticipation of dumping it into Lake Trinity when no one is watching.

The restrooms are kept in a disgusting state in the middle of a pandemic. Kevin has even gone so far as to Windex the sinks and mirrors in 2 of the six

public restrooms, take photographs, falsify cleaning records, and submit them to the Broward Commission as evidence the restrooms are clean on July 29th, and plans to continue submitting false evidence moving forward. Any of the photos submitted by Kevin clearly show the disgusting conditions I have documented as well. Again, this is a criminal act.

Trinity Broadcasting Networks with their closet, and it's graveyard full of skeletons in it, does not respect my rights. I have suffered threats, discrimination, coercion, intimidation, interference, extortion, and retaliation for speaking to the Broward Commission, among other misdeeds. On October 19th I was notified all rent from October to December 31st was to be waived and a three days grace move out period was granted. The evening of October 25th after submitting remarks to the Broward Commission about how Trinity Broadcasting continues to refuse to uphold the terms of their agreement, I received a threat from Kevin that I was to be evicted for nonpayment of rent. This matter has been referred to counsel. Even after receiving a letter of representation asking him to cease-and-desist Kevin continues to contact and threaten me with a three-day eviction proceeding, and an extortive rent increase.

In the agreement with the Broward Commission, 3.a. no one received relocation counseling from the Urban Group. F. The east side public Wi-Fi has been disconnected and Florida Fiber confirms, citing the closure as the reason. I have documented and reported multiple occurrences where construction, demolition, and noise occurs outside 9-5 M-F regular business hours. This is not full compliance with the agreement, to say nothing of making false statements, submitting fabricated cleaning records to the Commission, and retaliation against myself for speaking to the Commissioners. At this time Kevin and Trinity Broadcasting's acts of ill-will towards residents extends to, but is not limited to, harassment, negligent security, unsafe work sites, code violation, discrimination, threats, unlawful evictions, coercion, intimidation, interference and extortion. What will Kevin do next? Kevin and Trinity Broadcasting does not respect me, they do not respect the residents, and they definitely do not respect the terms of their agreement with Broward County. Kevin does not respect Pembroke Park code enforcement as evidenced by the number of violations, the time it took him to address many of them, engaging in unpermitted demolition projects, and current willful unaddressed code violations that persist. I believe Renee's comment to code enforcement upon notification that the property had garnered another 45 code

violations in one month alone says it all, "Oh, I don't care." Was her statement of record.

Forgiving Kevin, a serial code violator, who has shown no good faith, sends the message that there is no reason to respect the codes of the town of Pembroke Park and the safety code enforcement provides us. What can we expect from Kevin and TBN's impending redevelopment plan with no fear of fines for violating codes. What about the sheer amount of revenue expended on citing and following up on Kevin's numerous willful violations thus far? I do not think the town should forgive the cost associated with seeking to enforce our codes when the offenders engage in outwardly irresponsible acts to this day.

Everyone is free to disagree with me, but I think it is time to hold the bumbling billionaire behemoth Trinty Broadcasting Networks that tramples tenant's rights every day, accountable. Will you forgive Kevin's code violations when he is caught dumping the above-mentioned stored refuse into Lake Trinity? Pembroke Park needs revenue to pay for things like body cameras for our new police force. I say let Kevin, the willful violator of codes pay his fines like everyone else, why grant special privileges to Kevin while he has shown us no good faith to earn them? Just given his track record, Kevin should never have any fines, penalties, fees or financial responsibility to the town discharged.

I am from Kansas City where friends help friends. I hope we can help each other.

Thank you for your attention to this most trying and egregious situation.

IN THE COUNTY COURT IN THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

TRINITY BROADCASTING OF FL
INC.,

CASE NO.: COSO 22-005906

Plaintiff,

v.

JULIA PERAFAN,

Defendant.

COMPLAINT

Plaintiff TRINITY BROADCASTING OF FL INC., a Florida not for profit corporation, ("Plaintiff") by and through its undersigned counsel, file this Complaint against Defendant JULIA PERAFAN ("Defendant"), and alleges:

COUNT I - TO RECOVER POSSESSION
FOR FAILURE TO MAINTAIN - FLORIDA STATUTE § 83.52

1. This is an action to evict a tenant from recreational vehicle park in Broward County, Florida.
2. Plaintiff is the current title holder of the following described real property in Broward County: a recreational vehicle park located at 3300 Pembroke Rd, Pembroke Park, FL 33021 ("Property").
3. Defendant has parked her recreational vehicle and has possession of Lot #335 ("Lot"), which is located in the Property, pursuant to an expired lease agreement that commenced on April 15, 2020. A copy of the lease agreement is attached as Exhibit "A".
4. Since Defendant has had possession of the Lot in the Property for more than six (6) months, Defendant is not a transient guest and the eviction process is governed by the procedures detailed in Florida Statutes Chapter 83, Part II.
5. Florida Statute § 83.52, states that Defendant, at all times during her tenancy, shall "[c]omply with all obligations imposed upon [her] by applicable provisions of building, housing, and health codes."

6. However, on October 18, 2021, Defendant was cited by the Town of Pembroke Park for violating multiple town ordinances. A copy of the "Case Overview" listing the violations is attached as Exhibit "B".

7. As such, pursuant to Florida Statute § 83.56(2), the Landlord served Defendant with a seven (7) day notice on September 23, 2022, demanding that she remedy the aforementioned noncompliance, or her lease shall be terminated. A copy of the seven (7) day notice is attached as Exhibit "C".

8. Notwithstanding, Defendant has failed to comply with the provisions of the building code and the seven (7) day notice.

9. As such, Plaintiff has elected to terminate Defendant's lease.

10. Plaintiff is entitled to possess the Property and remove all of Defendant's tangible personal property from the Lot.

11. Plaintiff requests that this count to recover possession proceed pursuant to Florida's Eviction Summary Procedure, under Florida Statute 83.59 and Florida Statute 51.011.

WHEREFORE, Plaintiff requests judgment against Defendant restoring Plaintiff to the possession of the Lot and removing all of Defendant's tangible personal property, including the recreational vehicle, together with reasonable attorney's fees and costs of suit, and such other and further relief as the court may deem proper.

Respectfully submitted,

s/ Juan J. Perez
Juan J. Perez, Esq.
Attorney for Plaintiff
TRINITY BROADCASTING OF FL INC.
Fla. Bar No.: 659843
J. PEREZ LEGAL, PA
9710 Stirling Road, Suite 104-105
Hollywood, Florida 33024
Phone: (954) 450-2585
Fax: (954) 450-2595
Email: jpercz@jjplegal.com

October 19, 2022

Dear Mr. Jacobs:

Please receive our reply to your email to our attorney Scott Baker dated October 11, 2022, in which you requested an extension of time to move out of Lakeside Park Estates. You wrote:

"...understand this is done in an effort for all of us to spring into a better existence. I hope we are all in agreement and positive about that possibility."

Yes sir, we are in agreement. We sincerely welcome this opportunity to work together and hasten to your invitation. Your request is granted. Should you determine that you need additional days in the week of January 3, 2023, to accommodate your transporter please let us know. If we can assist you in clearing your lot, please coordinate with the office so that we can schedule help. As you know first-hand, when water lines are not properly disconnected and capped it can cause interruption of water service in the Park. We can assist you with this also.

You mentioned that you paid to your new landlord a security deposit and last month's rent and that the first month's rent (January) is due upon occupancy (essentially three months rent all-in). We would like to extend to you the opportunity to forego payment of your rent which is currently due and through Dec. 31, which we would apply as an advance on your incentive payment if this will help to alleviate some of the financial hardship.

Gregory, Renee and I and the Park staff are committed to working with you.

Respectfully,

A handwritten signature in black ink, appearing to read 'Kevin Mirabal', with a stylized flourish at the end.

Kevin Mirabal

Park Management

From: Greg Jacobs <
Baker <
Andrew <
broward lawyer <
Estates Jan 3?

> **Sent:** Tuesday, October 11, 2022 7:56 PM
To: D. Scott
>
>**Cc:** John Ohara Lawyer Attorney <
>; Rharrod broward Co atty <
>; adam katzman
>
>**Subject:** Departure Timeline Jacobs Lakeside Park

Hello Mr. Baker:

Following my failed attempts at connecting directly with you recently via teleconference, I offer the following for your response:

I trust that this writing finds you and yours well after the recent strike of Hurricane Ian to our State. I am delighted to inform you that I have secured alternate housing arrangements. Unfortunately there is a small snag. The current occupant will not disembark from the lot until December 31, 2022. The new landlord stated they would like to clean the lot before I take occupancy the next day. Not sure how much work will be done on New Year's Day, my optimism is high though. Because of these further circumstances beyond my control, I am asking for a grace period of a few days say January 3rd, provided my transporter arrives on schedule. I can provide you with verification of my new housing arrangements. I have paid a security deposit and last month's rent to secure it. First month's rent due upon occupancy. I am reaching out to you now so that any and all friction around my exit shall be avoided. Considering the timing falls in the middle of the Holiday Season I believe this to be a quite reasonable request. All personal property shall be removed and the lot will be as I rented it in December 2020, upon my eagerly anticipated departure from Lakeside Park Estates 3300 Pembroke Rd, Hollywood FL, 33021-8280. I will provide you with the service disconnection document from Florida Power and Light as soon as I can obtain it. Let me know if this request is amenable to all.

Thank you for your time and attention to this matter as we work towards an amicable and equitable solution(s) for everyone. I am reaching out directly to you with this information as both the current TBN representatives on the property have proven time and again to not be worth speaking with. For the sake of brevity I will not elucidate at this time, but point out that several instances of mistreatment of residents in various capacities, including but not limited to the clear disregard for the Broward Commission agreement, are well documented, and included in the public record(s). I have no intention now or in the future of ever having direct contact with either. Fair enough? Pardon me for bringing out this very negative aspect of things, but understand this is done in an effort for all of us to spring into a better existence. I hope we are all in agreement and positive about that possibility.

Thank You

Very Much

and All My Best,

Greg Jacobs

Greg G. Jacobs

From: Kevin M <kevin@tcpropertyolutions.net>
Sent: Tuesday, October 25, 2022 7:55 PM
To: gjacob03@earthlink.net
Subject: Mr. Jacobs

Dear Mr. Jacobs:

Last week I responded to your request for an extension to remove your trailer from the park and it was granted. Furthermore, I advised you that the grace period for your unpaid rent was expiring. We offered to apply a portion of your future incentive payout towards your November and December rents as you mentioned that you were paying out three months rent to move into your new location. I asked you to reply and advise us of your intentions. You have not done so.

At present your rent is seriously delinquent (due on October 15). We are still willing to help you but you need to take the necessary steps to affirm your desire to have your rent applied to your incentive payment. If you want to do this, then I invite you to come into the management office so that we can calculate exactly what the amount of rent is that is being credited and what your final incentive payout will be with this adjustment. We will both sign a brief memorandum that agrees to this accommodation.

Your failure to settle this expediently will result in the filing of an eviction for failure to pay rent. We hope to avoid this with you. I encourage you to meet with us within the next 24 hours to amicably resolve this and to work together in a spirit of cooperation that you offered.

Respectfully,

Kevin Mirabal
LPE Management

THE O'HARA LAW GROUP

A PROFESSIONAL ASSOCIATION

1200 N. FEDERAL HWY, SUITE 200
BOCA RATON, FL 33432
TEL: (561)210-8492 FAX: (561) 210-8301

October 26, 2022

VIA ELECTRONIC MAIL

Kevin Mirabal
LPE Management
Lakeside Park Estates
3000 Pembroke Rd
Hollywood FL 33021

RE: Greg Jacobs
3300 Pembroke Dr. Lot 847
Hollywood FL 33021

Dear Mr. Mirabal:

Please be advised that this firm represents Greg Jacobs regarding the above referenced property. All communication or correspondence in this matter moving forward should be addressed to our office and not to our client.

My client forwarded your correspondence dated October 19, 2022 regarding the deferment of past due rental payments through December 31, 2022, and the application of that rent to his incentive payment. He also forwarded your email from yesterday in which you state that unless he responded to you within 24 hours, you would be moving forward with eviction proceedings.

My client is interested in discussing this proposal; however, he would prefer that any such discussion not be held at the Management Office. My client has requested my assistance in negotiating this matter, so we can arrange a mutually agreeable time and date for a phone call to discuss the matter further.

If you would prefer that I arrange to speak with your attorney, Scott Baker, I will be amenable to calling Mr. Baker's office directly and discuss the matter with him. Additionally, my client has requested that all communication from Renee CEAST and DESIST immediately.

It is our hope that a mutually agreeable resolution can be reached in this matter, and further action will be unnecessary. Should you have any questions regarding the above, please feel free to contact our office at the above address.

Very truly yours,

John J. O'Hara

John J. O'Hara, Esq.

Lakeside Park Estates

3300 Pembroke Road,
Pembroke Park, FL 33021
(954) 962-7400

October 28, 2022

Via Hand Delivery

Gregory Jacobs
3300 Pembroke Road, Lot 847
Pembroke Park, FL 33021

NOTICE TO PAY RENT OR VACATE

Dear Gregory:

This notice is sent to you pursuant to section 83.56(3), Florida Statutes. You are hereby notified that you are indebted to Trinity Broadcasting of Florida, Inc., d/b/a Lakeside Park Estates, in the sum of **\$900.00** for the rent and use of 3300 Pembroke Road, **Lot 847** Pembroke Park, Florida 33021, located in Broward County, Florida, now occupied by you. Lakeside Park Estates demands payment of the rent or possession of the premises within three days (excluding Saturdays, Sundays, and Legal Holidays) from the date of delivery of this notice to wit: on or before **November 2, 2022**. Payment must be made at Lakeside Park Estates.

Please note that your payments of any rent due does not change, nullify, or otherwise affect any previous notices delivered by Lakeside Park Estates.



Renee Archambault
Office Coordinator
Lakeside Park Estates
3300 Pembroke Road
Pembroke Park, Florida 33021
Tel.: 954-962-7400

**SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY AND TRINITY
BROADCASTING OF FLORIDA, INC., D/B/A LAKESIDE PARK ESTATES**

This Settlement Agreement (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Trinity Broadcasting of Florida, Inc., d/b/a Lakeside Park Estates ("Lakeside"). County and Lakeside are each a "Party," and collectively referred to as the "Parties."

RECITALS

A. Lakeside is a residential community located at 3300 Pembroke Road, Pembroke Park, Florida. Lakeside has operated for decades as a residential community, leasing spaces to recreational vehicles and trailers, some of which have been affixed over the years with various exterior facades which give the appearance of permanence.

And, several Mobile/Manufactured Homes,

B. On or about March 18, 2022, management of Lakeside sent written communications to a number of tenants at Lakeside indicating that the community was permanently closing and that tenants would have to vacate their lots.

C. Subsequent to March 18, 2022, Lakeside offered tenants the following:

- Tenants on a month-to-month RV pad rental agreement could remain at Lakeside until November 15, 2022. Tenants with longer term agreements could remain until the end of their terms if such agreements expired after November 15, 2022.
- Tenants that vacated the property by August 15, 2022, would receive \$2,500; tenants that vacated the property by September 15, 2022, would receive \$2,000; and tenants that vacated the property by October 15, 2022, would receive \$1,500.

X. Tenants were also provided relocation and housing counseling from The Urban Group. *This Never happened. No residents*

D. There are approximately 75 tenancies remaining in Lakeside as of the effective date of this Agreement.

E. After receiving complaints from tenants of Lakeside, the County became concerned that the manner in which tenants were noticed to vacate may have been in violation of Florida law and the County's Code of Ordinances, and could increase the strain on limited County resources for assisting individuals experiencing homelessness.

F. The Parties, to avoid further costs, burdens, and distractions of potential litigation, desire to resolve their dispute in full on the terms and conditions outlined below.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#9557.9|572862v3

←

←
*received
counseling*

AGREEMENT

1. Recitals. The above stated recitals are true and are made a part of this Agreement.

2. Effective Date. The Effective Date of this Agreement ("Effective Date") is the date on which this Agreement is executed by the last Party to sign the Agreement.

3. Lakeside Responsibilities.

a. Within five (5) calendar days after the Effective Date, Lakeside will provide written notice to all tenants of Lakeside that they have until December 31, 2022, to vacate the premises.

← Notified
AAIA 8 days

b. For tenants that reside in either: (i) a park model, or (ii) a residence that, notwithstanding its registration as a recreation vehicle (RV), does not have its own operational motive power and that is unable to be mounted on or drawn by another vehicle, such that removing the RV would be a practical impossibility, Lakeside will pay a financial incentive ("Incentive") of \$3,000 on a per home basis if the tenant vacates Lakeside by December 31, 2022. The Incentive will be paid to the applicable tenant on or before the day the tenant vacates Lakeside. To be eligible for the Incentive, the tenant must continue to pay rent as agreed until the tenant vacates Lakeside. Only one Incentive will be due per home.

c. For tenants that reside in a recreational vehicle, defined as a vehicle that has its own operational motive power or is able to be mounted on or drawn by another vehicle, Lakeside will pay the tenants a moving stipend ("Stipend"), on a per recreational vehicle basis, based upon the date by which the recreational vehicle vacates the premises: \$2,500, if vacated by October 15, 2022; \$2,000, if vacated by November 15, 2022; and \$1,500, if vacated by December 15, 2022. The Stipend will be paid to the applicable tenant on or before the day the tenant vacates Lakeside. Only one Stipend will be due per recreational vehicle.

d. Only tenants who are also owners of their respective park model or recreational vehicle are eligible for the Incentives or Stipends provided herein.

e. No later than January 15, 2023, Lakeside will provide a detailed accounting to the County of all payments made under the preceding Sections 3.b and 3.c, including listing the tenants' names, amount and date of payment, date of vacating the premises, and type of residence.

 f. Lakeside will maintain all amenities at Lakeside in an operating condition and at least as well maintained as their current state and no amenities will

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←
restrooms unclean / Amenities
False cleaning cut
records submitted Public WiFi.
False statement Denied Access
FL Health Dept TO The

be reduced or withdrawn from service, except for the east pool which is already closed and will not be reopened.

- g. Lakeside will ensure that no construction by Lakeside management (including without limitation any entity contracted by Lakeside) or other loud noise(s) will occur outside of normal business hours, unless otherwise permitted by local code. Lakeside will ensure that its construction activities are limited to only between 9:00 a.m. and 5:00 p.m. on weekdays, and no construction activities shall occur on weekends or holidays. All construction will be performed in accordance with industry standards and in a safe manner for tenants remaining at Lakeside.

← Multiple
past and
ongoing
documented
unsafe
and outside.
M-F 9-5
regular
business
hours.

- h. Upon request by the County, Lakeside will permit entry to the property for County staff and County-designated social services agencies for the delivery of family or social services, including for the purposes of providing housing relocation and other assistance to the tenants.

- i. Lakeside will present a land use and rezoning proposal for the property at 3300 Pembroke Road, Pembroke Park, Florida, to the City of Pembroke Park and to the County, which proposal shall include at least 90 residential units of senior 55+ housing and that Lakeside voluntarily commits that at least 15% of the residential units constructed on the property shall be affordable moderate income units as defined by the Broward County Land Use Plan.

← Plan
submitted?

4. County Acknowledgments.

- a. The County acknowledges that Lakeside is not obligated to pay the benefits described in Section 3.b or 3.c of this Agreement to any tenant that files a lawsuit against Lakeside relating to the closure of Lakeside, or that is more than fifteen (15) days delinquent on rent payments after the Effective Date.

- b. Provided Lakeside is fully complying with its responsibilities itemized above, the County agrees to forbear from filing a claim against Lakeside for declaratory judgment, deceptive and unfair trade practices, or any other claim against Lakeside relating to the closure of Lakeside. The County acknowledges that the County's agreement to forbear from commencing any claims it may have is a material consideration for Lakeside entering into this Agreement, such that any breach of the County's forbearance agreement would excuse Lakeside from any further Incentive or Stipend payments to tenants.

←

5. Attorneys' Fees and Costs. Each Party agrees to bear its own expenses, attorneys' fees, and costs incurred in connection with this dispute or the resulting Agreement.

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6. Joint Preparation. The language agreed to expresses the Parties' mutual intent, and the resulting document must not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7. Consultation with Counsel. The Parties acknowledge that they have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of their rights and obligations under this Agreement. Nothing in this Agreement purports to create an attorney-client relationship between County and any tenant of Lakeside.

8. No Admission of Liability. By entering into this Agreement, into admission is made by any Party that it, or anyone on its behalf, has done anything wrong or unlawful or that anyone's rights have been violated. The Parties further understand and acknowledge that nothing in this Agreement is to be construed as an admission of liability on the part of the Parties or any employee, official, or agent of a Party. Neither this Agreement nor the terms of this Agreement are admissible in any litigation or administrative proceeding, except for the purpose of enforcing the terms of the Agreement should either Party fail to comply with such terms.

9. Severability. The Parties acknowledge and agree that if any court determines that any part, term, or provision of this Agreement is invalid, illegal, or in conflict with any law of the State, such determination will not affect the validity of the remaining portions or provisions of the Agreement.

10. Merger; Modification; Waiver. This document incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No change or modification of this Agreement is valid unless in writing and signed by all Parties. No waiver of any of the provisions of this Agreement is valid unless in writing and signed by the Party against whom it is sought to be enforced.

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

12. No Third-Party Beneficiaries. Neither Lakeside nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

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

14. Regulatory Capacity. Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If the County exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to the County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to the County as a Party to this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 14th day of June, 2022, and Lakeside, through its _____, duly authorized to execute the Agreement.

PARTIES

Lakeside

County

Broward County, through its County Administrator

By: Michael Everett

By: Monica Cepero

Name: Michael Everett

Title: Assistant Secretary

Dated: July 14, 2022

07/13/2022
Date



Approved as to form by:
Office of the County Attorney
Broward County, Florida

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

By: Adam
Katzman
Adam Katzman
Senior Assistant County Attorney

Digitally signed by Adam
Katzman
Date: 2022.07.14 12:59:28
-04'00'

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Proclamation

WHEREAS, Native American Heritage Month is celebrated every year to recognize the importance of Native American cultures, contributions, history, traditions, and art; and

WHEREAS, this tradition was established in 1990, when former U.S. President George H.W. Bush declared the month of November as “National American Indian Heritage Month” now more commonly known as Native American Heritage Month; and

WHEREAS, during Native American Heritage Month, we honor the Native American veterans and service members who have courageously served and continue to serve in our Armed Forces; and

WHEREAS, history has been significantly influenced by Native Americans, especially the Seminole Tribe, In 1938, the U.S. Congress set aside more than 80,000 acres of land for the Seminoles in the Big Cypress, Hollywood and Brighton areas and the invitation to move in, to change from subsistence farming and hunting/trapping to an agriculture-based economy, was offered; and

WHEREAS, in celebration of Native American Heritage Month, we encourage everyone to recognize the accomplishments and contributions that Native Americans have made to our society, and we are grateful to the local organizations who work with and in support of the Native American community

NOW THEREFORE, I, Geoffrey Jacobs, Mayor of the Town of Pembroke Park, Broward County, Florida, on behalf of the Commission, do hereby proclaim the month of November 2022, as

“Native American Heritage Month”

Mayor, Geoffrey Jacobs

Clerk Commissioner,
William “Bill” Hodgkins

Vice Mayor, Reynold Dieuville

IN WITNESS WHEREOF, I
have hereunto set my
hand and caused the Seal
of the Town of Pembroke
Park to be affixed this 1st
day of November 2022.



Proclamation

WHEREAS, the Town of Pembroke Park was founded in 1957 and commissioned their very own Police Department in 1959 to serve and protect the Town and those who called it home; and

WHEREAS, in 2022 the Town Commission saw a need for its residents to be properly secured, protected, and served, the Commission fought for the reestablishment of their Town Police Department; and

WHEREAS, through perseverance, hard work, and dedication Chief David Howard and the Police Department Staff was able to accomplish the impossible, building a police department with new humble beginnings to offer the Town of Pembroke Park and its residents the duty of service required, while also restoring the home town feel it once had; and

WHEREAS, the officers and staff who protect and serve the Town of Pembroke Park with honor and integrity, deserve reverence for their acts of courage while keeping our community together and safe by placing their lives on the line for our families and friends every day; and

WHEREAS, the newly founded Town of Pembroke Park Police Department strive to leave a new mark in the history books of Pembroke Park by defining their future today and every day, the Town Commission, and the residents would like to thank you all for what you do for our community.

NOW THEREFORE, I, Geoffrey Jacobs, Mayor of the Town of Pembroke Park, Broward County, Florida, on behalf of the Commission, do hereby proclaim November, 2022

“Pembroke Park Police Month”

Mayor, Geoffrey Jacobs

Clerk Commissioner,
William “Bill” Hodgkins

Vice Mayor, Reynold Dieuville

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Pembroke Park to be affixed this 1st day of November 2022.



MINUTES SPECIAL COMMISSION MEETING Meeting

10:00 AM - Saturday, October 15, 2022
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Saturday, October 15, 2022, at 10:00 AM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Geoffrey Jacobs; Clerk Commissioner Bill Hodgkins; and Vice Mayor Reynold Dieuville

EXCUSED:

1 CALL TO ORDER

by Mayor Jacobs at 10:13am

2 PLEDGE OF ALLEGIANCE

led by Mayor and Commissioners

3 ROLL CALL

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

REMOVE - 11.2 Generator switch gear

ADD - 11.7 Accreditation Grant for Police Department

CHANGE - 7.2 Janitorial services for Town Hall to Line item 10.1

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

DECORUM READ INTO THE RECORD BY MAJOR JACOBS

MICHAL RAJNER SPOKE ON RECORD

6 PRESENTATIONS

1. No Bullying Proclamation - Commission

PROCLAMATION READ INTO THE RECORD BY COMMISSIONER HODGKINS

2. Breast Cancer Month - Commission

PROCLAMATION READ INTO THE RECORD BY MAYOR JACOBS

3. Childhood Cancer Awareness Week - Commission

PROCLAMATION READ INTO THE RECORD BY VICE MAYOR DIEUEVILLE

4. Employee Recognition - Police Administrator Montjoy Brown - Mayor Jacobs

PROCLAMATION READ INTO THE RECORD BY MAYOR JACOBS

5. Police Department Update - Mayor Jacobs, Police Chief Howard

REPORT GIVEN BY CHIEF HOWARD

7 **CONSENT AGENDA**

1. Approval of meeting minutes - Town Clerk Martell
09 14 2022 Regular Commission meeting
09 14 2022 1st Budget Hearing
09 28 2022 2nd Budget Hearing
09 28 2022 Workshop Commission meeting
09 28 2022 Special Commission Meeting
2. GIS phase three for Public Services - Public Services Director Clark
3. Towing Contract with Mac's Towing - Town Attorney Anderson

Moved by Vice Mayor Reynold Dieuveille

Seconded by Clerk Commissioner Bill Hodgkins

MOTION TO APPROVE THE CONSENT AGENDA

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

8 **RESOLUTIONS**

1. Request for site plan approval for property address located at 3711-3715 Southwest 52 Avenue, Pembroke Park, FL - Planning Consultant Michael Vonder Meulen

RESOLUTION NO. 2022-021

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING A SITE DEVELOPMENT PLAN FOR APPLICATION 22-SP-01 LOCATED AT 3711-3715 Southwest 52nd Avenue Pembroke Park, FL/ Magnolia at Pembroke Park-47-unit Townhome Project**; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

File No: 22-SP-01

Applicant: Pembroke BSD LLC / Pembroke Park Holdings, Inc

Location: 3711-3715 Southwest 52nd Avenue

Request: Site Plan approval to construct five (5) two stories' buildings comprised of 47 residential townhome units including a 1106 square foot community center, which is referred to as Magnolia at Pembroke Park.

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

Mayor Jacobs opened for public comment- Resident Colon Spoke on record
Mayor Jacobs closed public comment

MOTION TO APPROVE RESOLUTION 2022-021 WITH
RECOMMENDATIONS

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille
PASSED 3-0 on a recorded vote

9 ORDINANCES

1. Amendment of Election Ordinance - Town Clerk Martell, Town Attorney Anderson
ORDINANCE NO. 2022-012
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 8 "ELECTIONS", ARTICLE 2 "REGISTRATION OF ELECTORS", ARTICLE III "ELECTION PROCEDURE", ARTICLE IV "POLL WATCHERS", AND ARTICLE V "QUALIFICATIONS OF CANDIDATES" OF TOWN'S CODE TO UPDATE TERMINOLOGY WITHIN THE ARTICLES AND TO CLARIFY THE DATE FOR CANDIDATE QUALIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-012

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille
PASSED 3-0 on a recorded vote

2. Commission salary \$10,000 increase - Town Manager Jimenez
ORDINANCE NO. 2022-013
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE II "TOWN COMMISSION", DIVISION 2 "COMPENSATION" TO INCREASE COMMISSION PAY BY \$10,000 ANNUALLY FOR EACH COMMISSIONER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-013

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

3. Proposed Dumpster Enclosures Requirements - Building Official Nunez

ORDINANCE NO. 2022-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING ARTICLE III “DUMPSTERS” WITHIN CHAPTER 11 “GARBAGE
AND REFUSE” OF THE TOWN’S CODE OF ORDINANCE TO REQUIRE
DUMPSTER ENCLOSURES WITHIN THE TOWN;** PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF
ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-014

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

4. Proposed change to parking spaces dimensions - Town Ordinance 28-301 -
Building Official Nunez

ORDINANCE NO. 2022-015

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING CHAPTER 28 “ZONING”, ARTICLE IV “SUPPLEMENTAL
DISTRICT REGULATIONS”, DIVISION 2 “OFF-STREET PARKING” OF
TOWN’S CODE BY CHANGING THE DISTANCE REQUIREMENTS FOR
OFF-STREET PARKING;** PROVIDING FOR SEVERABILITY; PROVIDING
FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING
CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN
EFFECTIVE DATE.

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment
MOTION TO APPROVE ORDINANCE 2022-015

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille
PASSED 3-0 on a recorded vote

10 OLD BUSINESS

1. Janitorial services for Town Hall - Clean Space Inc. -Public Services Director Clark

Moved by Clerk Commissioner Bill Hodgkins
Seconded by Vice Mayor Reynold Dieuveille

MOTION TO APPROVE JANITORIAL SERVICES FOR TOWN HALL

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille
PASSED 3-0 on a recorded vote

11 NEW BUSINESS

1. SW 30th Avenue Mixed-Use/Entertainment District - Building Official Nunez,
Planning Consultant Michael Vonder Meulen

Moved by Clerk Commissioner Bill Hodgkins
Seconded by Vice Mayor Reynold Dieuveille

MOTION TO PROCEED FORWARD WITH THE MIXED USED
ENTERTAINMENT DISTRICT

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille
PASSED 3-0 on a recorded vote

2. Generator switch gear - Public Services Director Clark
3. Church of Christ Settlement Agreement - Town Attorney Anderson

Moved by Clerk Commissioner Bill Hodgkins
Seconded by Vice Mayor Reynold Dieuveille

PAUL HERNANDEZ SPOKE ON RECORD

MOTION TO APPROVE SETTLEMENT AGREEMENT

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

4. Rifles for Patrol - Police Chief Howard

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

MOTION TO APPROVE

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

5. Dell Toughbooks for Police - IT Director Pakula

Moved by Clerk Commissioner Bill Hodgkins
Seconded by Vice Mayor Reynold Dieuveille

MOTION TO APPROVE THE DIFFERENCE OF \$3,362.25 IN AN AMOUNT
NOT TO EXCEED \$5,000.00 FOR THE TOUGHBOOKS

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

6. Illuno extra duty detail application for Police - Police Chief Howard

Moved by Clerk Commissioner Bill Hodgkins
Seconded by Vice Mayor Reynold Dieuveille

MOTION TO APPROVE TO US THE SOFTWARE ILLUNO AT NO
ADDITIONAL COST TO THE TOWN

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

**7. Accreditation Grant for Police Department to assist in obtaining Accreditation
through CFA - Police Chief Howard**

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

MOTION TO ACCEPT THE ACCREDITATION GRANT

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

12 DISCUSSION

1. Mayor Jacobs discussion items:
Town's Audit - Finance Director to give commissioners a solution on how to proceed with a new auditor. - Audit schedule to be provided
Capital Improvements - Town Manager to provide to commissioners at the next workshop a list of capital improvements
Master Plans Update - Email to be sent to CAS to remove Todd Larson from this project, plans will be completed in June 2023
Public Works -Agenda items need backup supporting documents
BSO Contract - Mayor Jacobs discussed the negotiations happening behind the scenes to launch the PD and how the contract was already denied but was placed on the agenda again
Storage Unit/ Contracts -The owner would not receive any special treatment for his assistance. Chief Howards contract was approved, and the question was regarding when it would become effective and that had to be resolved.
Performance Evaluations of Directors by Commissioners - HR Director to provide commission with Director Evaluation already submitted and to have all evaluations submitted and completed by the end of the month
2. Outside Counsel - Clerk Commissioner Hodgkins

ITEM FORWARDED TO THE NEXT WORKSHOP
3. November and December meeting schedule - Town Clerk Martell

DATES TBA AND ELECTION PACKET HAS BEEN UPLOADED TO THE WEBSITE

13 ATTORNEY COMMENTS

CONGRATULATED THE PD AND SHE WILL BE WORKING WITH THEM TO ESTABLISH TRAINING

14 TOWN MANAGER COMMENTS

ALL DEPARTMENT HEAD EVALUATIONS WERE COMPLETED AND ALSO CONGRATULATED THE POLICE DEPARTMENT

15 COMMISSIONER COMMENTS

CLERK COMMISSIONER HODGKINS – NONE

VICE MAYOR DIEUVEILLE - WELCOMED NEW ASSISTANT STEVEN MEZA.

MAYOR JACOBS - READ THE PRESS RELEASE HE HAD SENT TO THE MEDIA.
TOWN ATTORNEY EXPLAINED HER POSITION. SHORTLY AFTER THE COMMISSIONERS MOTIONED FOR ADJOURNMENT

16 ANNOUNCEMENTS

WE NOT READ

1. Special Magistrate Hearing, Wednesday, October 19, 2022 at 9:00 AM

Planning and Zoning Board, Thursday, October 20, 2022 at 6:00 PM
Fall Music Festival, Friday, October 21, 2022, from 6:00PM to 10:00 PM
Charter Review Meeting, Monday, October 24, 2022 at 6:00 PM
Virtual Workshop Meeting, Wednesday, October 26, at 6:00 PM
Closed for Veteran's Day, Friday, November 11, 2022
Special Magistrate Hearing, Wednesday, November 16, 2022 at 9:00 AM
November Regular Commission Meeting TBA
November Workshop Commission Meeting TBA

17 ADJOURNMENT

WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 1:17 PM,
UNANIMOUS MOTIONED FOR ADJOURNMENT.

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 (TDD)

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



TOWN OF PEMBROKE PARK

Workshop Commission
Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

Wednesday, October 26, 2022

6:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuveille
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Town Attorney Melissa P. Anderson
Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1. VIRTUAL INSTRUCTIONS

<https://meet.goto.com/915469813>

You can also dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(646\) 749-3129](tel:+16467493129)

Access Code: 915-469-813

2. CALL TO ORDER

by Mayor Jacobs at 6:06 pm.

3. PLEDGE OF ALLEGIANCE

led by Mayor and Commissioners.

4. ROLL CALL The meeting was called to order at 6:06 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuveille, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Melissa Anderson, Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Robert Clark, Public Services Director; Myriam Jacques, Deputy Public Services Director; Miguel Nunez, Building Official; Mark Pakula, Information Technology Director; Lucie Manzerolle, Building Manager; David Howard, Chief of Police; Joy Brown, Executive Assistant to the Chief of Police and Commission/Events Coordinator; Joseline Ramirez, Chief Code Enforcement Officer; and Dierdre Davis, Administrative Assistant

5. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA REMOVE ITEM 18.2 - REPLACEMENT OF FENCE AROUND THE DISCOUNT AUTO PARTS STORE.

6. PRESENTATIONS

1. Pension Plan - Commission Retirement Program - Pension Advisor Rosen
GLORIA ROSEN SPOKE ON RECORD

7. REPORTS OF COMMITTEES AND CITY STAFF

1. Fire Department - Chief Kane
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

2. Lobbyist Update - Lobbyist Sigerson
MICHAEL SIGERSON SPOKE ON RECORD
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

8. BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

1. Monthly Report (September 2022)
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

2. Police Department Built-Out Status
ITEM PLACED ON THE CONSENT AGENDA

3. Building supervisors take home vehicles
ITEM PLACED ON THE CONSENT AGENDA

9. CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

1. Code Enforcement Dept. Report - Sep 2022
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

10. FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN

1. Fiscal Year 2022 Financial Outlook
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

11. HUMAN RESOURCES - HR DIRECTOR FRIEDMAN

1. Human Resources Update
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

2. Guidance for Formal Investigation
ITEM PLACED AS A LINE ITEM

12. IT DEPARTMENT - IT DIRECTOR PAKULA NONE

13. PLANNING CONSULTANT NONE

14. POLICE DEPARTMENT - POLICE CHIEF HOWARD

1. Salary increase for Joy Brown due to being placed in a new position.
ITEM PLACED ON CONSENT AGENDA

15. PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK

1. SW 30th Street Sanitary Sewer Feasibility and Force Main Replacement
ITEM PLACED ON CONSENT AGENDA

2. Holiday Lighting
ITEM PLACED ON CONSENT AGENDA
OPTION 3, ALL LIGHTS IN THE PARK

16. OLD BUSINESS NONE

17. NEW BUSINESS NONE

18. DISCUSSION

1. Mayor Jacobs discussion items:
Park Fence - ITEM COMPLETED
Public Works - performance and prove contractors - ITEM NOT DISCUSSED
Storm/sewer study - DIRECTION TO MOVE UP THE COMPLETION OF THE STUDY
Independent audit of Public Works - ITEM NOT DISCUSSED
Storage Unit Alarm - CURRENTLY HAVING ISSUES WITH

2. Vice Mayor Dieuveille

Replacement of fence around the discount auto parts store

ITEM WITHDRAWN FROM THE AGENDA

3. Outside Counsel - Clerk Commissioner Hodgkins

ITEM ALREADY DISCUSSED

4. November and December meeting schedule - Town Clerk Martell

REGULAR MEETING CHANGED FROM WEDNESDAY, NOVEMBER 9TH TO
SATURDAY, NOVEMBER 12 AT 10AM

19. TOWN CLERK COMMENTS NONE

20. ATTORNEY COMMENTS

21. TOWN MANAGER COMMENTS TOWN MANAGER TO PROVIDE FINAL POLICE
STUDY AND THE ECONOMIC DEVELOPMENT STUDY TO ALL COMMISSIONERS

22. COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins

Vice Mayor Dieuveille

Mayor Jacobs

23. ANNOUNCEMENTS

1. Veteran's Day - Town Hall Closed, Friday, November 11, 2022

Regular Commission Meeting, November TBA

Special Magistrate Hearing, Wednesday, November 16, 2022 at 9:00 AM

Workshop Commission Meeting, November TBA

24. ADJOURNMENT With no further items for discussion, meeting adjourned at 7:41
pm, unanimous motioned for adjournment

Commission Approved:

ATTEST:

Town of Pembroke Park
Workshop Commission Meeting
October 26, 2022

Marlen D. Martell, Town Clerk

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

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

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

AGENDA ITEM REPORT



To: Commision Information
Subject: Police Department Built-Out Status
Meeting: 10 26 2022 VIRTUAL WORKSHOP COMMISSION MEETING - October 26, 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Staff recommends approval of the stated process

ATTACHMENTS:

[Construction Contract Documents and Specifications PD](#)
[TOPP PD Build-out Bid Plans_2022-10-14](#)
[Demanstar Publication](#)
[22-023](#)

**CONSTRUCTION CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR

BID NO. ITB 22-12

**BUILT OUT IMPROVEMENT FOR THE POLICE
DEPARTMENT**



TOWN OF PEMBROKE PARK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023
(954) 966-4600

TOWN OF PEMBROKE PARK

BID NO. ITB 22-12

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INVITATION TO BID

**TOWN OF PEMBROKE PARK
INVITATION TO BID
BUILT-OUT IMPROVEMENTS FOR THE POLICE DEPARTMENT
BID NO. ITB 22-12**

Notice is hereby given that the Commission of the Town of Pembroke Park, Florida, is advertising for sealed Bids which will be received by the Town Clerk, or designee, until **2:00 P.M. on Thursday, November 10, 2022**, at which time they will be opened and read aloud publicly by the Town Clerk or designee. Any Bids received after the time specified will not be accepted. The Bids shall be for the following project:

**BUILT-OUT IMPROVEMENTS FOR THE POLICE DEPARTMENT
BID No. ITB 22-12**

The Bid shall provide for provision of all material, labor and supervision required for the demolition, and new built out of the Police Department at the NE section first floor of the Town Hall shall be provided.

The specifications and contract documents pertaining thereto which may be examined or obtained from Lucie Manzerolle, Building Manager at the Town of Pembroke Park, 3150 SW 52 Avenue, Pembroke Park, FL 33023.

The Drawings, Specifications and Contract Documents can be downloaded at the following link:

<http://www.tppfl.gov/departments/bid-openings/>

Bidders must confine their Bids to the project in its entirety. Partial Bids will not be accepted. Each Bidder must submit with its Bid evidence that the Bidder is licensed to perform the work and services to complete the project.

The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes, or additional information may be provided by the Town. It shall be the responsibility of each Bidder, during and prior to Bid submittal, to visit the Town of Pembroke Park link at <http://www.tppfl.gov/departments/bid-openings/> or contact Lucie Manzerolle, Building Manager at 954-966-4600 ext. 301 to determine if addendums were issued to the Bid documents and to obtain such addendums from the online bidding website.

The Town will make every effort to notify registered Bidders by e-mail that an addendum has been made to the Bid documents. The Town, however, shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources. Bidders requesting addendums to be sent via U.S. mail or a mail service will be at Bidder's cost.

The Town of Pembroke Park shall not be held responsible for the content of Bid packages obtained from any third-party source.

GENERAL INFORMATION

3150. Pre-Bid Meeting

The Town will hold a **PRE-BID MEETING on October 28, 2022, at 10:00 A.M.** in the Town Hall's Commission Chambers and the Pre-Bid Meeting will be open to all interested parties, at which time Town personnel will be present to answer questions and explain the intent of the Bid Documents. **Attendance at the Pre-Bid Meeting is mandatory for all Bidders.**

2. Site Inspection/Site Visit

Attendance to the site for inspection following the Pre-Bid Meeting is mandatory.

At the site visit, Bidders will be allowed to visually inspect the existing areas where services are to be performed.

A complete and full inspection of the site is each Bidder's responsibility. After the Bid has been awarded, no extra charge or compensation will be allowed to the selected Bid proposal by the Town as a result of differences between the actual materials and labor required to complete the project and the materials and labor used to prepare the Bid.

Site Visit

Immediately following the Pre-Bid Meeting. See Pre-Bid Meeting location and time referenced in item 1 of this section. Site visit will be conducted after Pre-Bid Meeting is concluded. All Bidders are welcome to enter the scope of work area for additional investigation and/or observation.

Any questions a Bidder may have during and/or as a result of the site visit shall be directed to the Town in writing as detailed in Item 1A of the Instructions to Bidders. Any statements made by Town representatives during any site visit are not binding on the Town.

3. Each Bid shall be accompanied by a Bid security in the form of an original surety company Bid bond for the Bidder, issued by a surety authorized to transact business in Florida, or certified check, drawn upon any State or National bank in Florida, payable to the Town of Pembroke Park in an amount not less than five percent (5%) of the amount of the total Bid.

If a Bid bond is submitted on a form other than that provided aforesaid, such submission may result in the Bid being declared non-responsive.

Any Bid received without a valid Bid security will be rejected. Faxed Bid bonds will not be acceptable.

Upon written request of the Bidder, the Bid security will be returned to all Bidders, except the three lowest Bidders, within **ten (10) calendar days** after the opening of Bids, and the remaining Bid securities will be returned upon written request within **ten (10) calendar days** after the Town and the successful Bidder have executed the Contract, or if no Contract has been awarded, **within 90 days** after the date of opening of Bids, or upon demand of Bidder at any time thereafter, so long as the Bidder has not been notified of acceptance of its Bid. Written request for return of Bid security as detailed above shall be submitted to Imanzerolle@tppl.gov. Bid bond will be returned by U.S. mail only upon such written request.

If the successful Bidder does not execute the Contract as contained in the Contract Documents and furnish the required documentation within **fourteen (14) days** of the date of Notice of Award, the Bid security of the successful Bidder shall be paid to and retained by the Town as liquidated

damages. The Bidders agree with the Town that the amount of Bid security fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the Bidder to fulfill its obligations required herein. The Bidder further agrees it will not seek a refund, not claim, controvert, or contest the Town's retention of the Bid security.

4. Bidders will be permitted to withdraw their Bids at any time prior to Bid opening, but not thereafter.
5. The successful Bidder identified on the Signature of Bidder Form shall be required to provide a **Public Construction Bond** in the amount of **one hundred percent (100%)** of the Contract amount. The form of the bond shall be substantially in the form prescribed by Section 255.05, Florida Statutes. The bond is subject to approval by the Town.
6. Bidders shall endeavor to make maximum use of domestic construction materials, and shall comply with OSHA and all federal, state, and local laws, ordinances, rules, and regulations that in any way affect the work.
7. The Town will not award a Bid to any Bidder who cannot prove to the satisfaction of the Town that the Corporation/Partnership/Individual identified on the Signature of Bidder Form has satisfactory written references for work similar to the work being Bid upon. References that are for work performed by a parent corporation or affiliated subsidiary will not be considered by the Town. The Town requires a minimum of three (3) satisfactory references for similar work for this Bid.

The Bidder shall be the Prime contractor for each reference and each reference shall be from the owner of the project. Similar work shall mean:

The Bidder shall have a minimum of three (3) satisfactory references showing that the Bidder's firm, with or without the use of subcontractors, has successfully completed at least three (3) projects involving the illumination upgrade of parks/educational campuses, open spaces, and/or parking lots throughout South Florida.

8. The Town will not award a Bid to any Bidder who cannot provide evidence that the Corporation/Partnership/Individual identified on the Signature of Bidder Form has been in business for a minimum of one (1) year prior to the Bid opening date, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.
9. The Town will not award a Bid to any Bidder who is not financially able and organized to successfully carry out the Work covered by the Contract Documents in the required time.
10. Bidder identified on the Signature of Bidder Form shall be fully licensed at time of Bid opening for type of work to be performed in order for their Bid to be considered. Copies of all applicable certificates and licenses must be submitted with this Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
11. The Town will not award a Bid to any Bidder who cannot perform a minimum of 20% of the work by the firm identified on the Signature of Bidder Form. Bidder must declare what portion of the project will be subcontracted in the Bid submittal. Minimum work percentage shall be defined as all components of the project with the exception of mobilization, administration, overhead and profit.

12. Sealed Bids shall be addressed to the Town of Pembroke Park and plainly marked “ **BUILT-OUT IMPROVEMENTS FOR THE POLICE DEPARTMENT, BID NO. ITB 22-12**” on the outside of the envelope. The Bidder’s name and address, the date and hour set for the bid opening shall also be included on the outside of the envelope.

Bidders must follow the Town of Pembroke Park visitor security access procedures when hand delivering bids.

1. Enter building through the entrance door (East side of Town Hall Building).
2. Proceed to the receptionist desk.
3. Present bid for official date/time stamp prior to the closing date and time.

Contact Lucie Manzerolle at 954-966-4600 ext. 301, for further information.

INSTRUCTIONS TO BIDDERS

BID NO. ITB 22-12 BUILT-OUT IMPROVEMENTS FOR THE POLICE DEPARTMENT

1. **EXPLANATION TO BIDDERS**

- A. Any explanation desired by a Bidder regarding the meaning or interpretation of the Contract Documents shall be requested in writing at least **five (5)** days prior to the Bid Opening. Inquiries shall clearly address the Bid Number and Bid Title in the Subject line and be addressed to the Town's Building Department at:

TOWN OF PEMBROKE PARK
3150 SW 52nd AVENUE
PEMBROKE PARK, FLORIDA 33023
CONTACT: Lucie Manzerolle
EMAIL: لمانزرولة@تپفل.غو

With copies to the Consulting Engineer of record at:

Calvin, Giordano & Associates, Inc.
1800 Eller Drive #600
Fort Lauderdale, FL 33316
Attn : Jorge R. Cervantes, P.E.
Email: جسرفانتس@جاسولوشنس.كوم

Oral explanation given before the opening of the bid will not be binding. Any interpretation made will be in the form of an addendum. Receipt of all addenda shall be acknowledged by the potential Bidders in their bid submittal. Bidders shall verify addendums issued by visiting the Town of Pembroke Park Purchasing Division Website, Bid-Opening link at www.tppfl.gov/Departments/Bid-Openings/

- B. All bidders shall carefully examine the Contract Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Town through written communication with the Town prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision and a waiver of any such ambiguity or inconsistency. The Bidder to whom the bid is awarded shall be required to execute the Contract Documents contained in this bound bid package within **seven (7)** days of bid award.

2. **EXISTING CONDITIONS**

Each bidder is to acquaint himself thoroughly as to the character and nature of the work to be done. Bidder is to visit the site to ascertain pertinent local conditions by inspection and inquiry, such as the location, accessibility, surface and sub-surface conditions and general character of the site, labor conditions and character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

3. **SPECIFICATIONS**

Technical Specifications do not include proprietary, exclusionary or discriminator requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment. Frequently, for demonstrative purposes, at least one brand name or trade name is listed and is followed by the words "or equal". Omission of the words "or equal" does not preclude the Town's right to accept an alternate item which meets the full requirements of the specified item. The Town, or its authorized representative, further reserves the unqualified right, to determine whether any particular item or items of material, or equipment whatsoever, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

4. **PREPARATION OF BIDS**

- A. Each bid shall be legibly written or printed in ink or typed, submitted on the Bid Form, and shall be manually signed in ink by an officer or employee having authority to bind the company or firm. If erasures or other changes appear on the form, each erasure or other change shall be signed or initialed by the person signing the Bid. If initialed, the Town may require the Bidder to identify any alteration so initialed. Bidders are at their own risk when submitting bid forms that have been reproduced/scanned. Bid submittals with reproduced/scanned bid form pages that do not exactly match the original bid document may result in the Town determining that the bid submittal is non-responsive.
- B. The unit price will prevail in the event of extension error(s), and the Bidder's total offer will be corrected accordingly. If there are addition errors, the Bidder's grand total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.
- C. All Bidders shall refer to the Specifications for specific requirements relating to submission of details and other information with their bids.
- D. All blank spaces in the Bid Form for the Contract bid must be filled in. Bids received without all items completed or with changes or modifications to the Bid Form and/or Contract Documents and/or Specifications will be considered non-responsive and may be completely rejected at the Town's sole discretion.

5. **PRE-BID CONFERENCE**

- A. A Pre-Bid Conference will be held by the Town open, to all interested parties, on **the date and location indicated in the Invitation to Bidders** at which time Town personnel will be present to answer questions and explain the intent of the Bid Documents. All interested parties are urged to attend the pre-bid meeting. Attendance is mandatory.
- B. Any conclusions reached at this conference which amend the Bid Documents will be issued in the form of an Addendum.

6. DELIVERY OF BID FORMS

- A. Bid Forms with required information including but not limited to Bid Security, a copy of the required license(s), insurance certificates, and items as noted on bidder's checklist shall be enclosed in a sealed envelope addressed to the Town. The envelope shall be identified on the outside with the Bidder's name and address, the date and hour set for the bid opening and the notation: "**BUILT-OUT IMPROVEMENTS FOR THE POLICE DEPARTMENT, Bid No. ITB 22-12 One (1) original and One (1) electronic copy on USB drive of the bid package are to be submitted for evaluation. Bid submittals via email or fax will not be accepted.**"
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid and Legal Notice, or the modified time and date as indicated by Addendum.
- C. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bid response may not be submitted electronically.
- D. Oral, facsimile, telephone or telegraph Bids or Bid Security are invalid and will not receive consideration, including faxed bid security (bid/payment/performance bond) documents.
- E. No Bidder shall submit more than one Bid. Multiple Bids under different names will not be accepted from any one firm or association and shall be cause for rejection of all such bids by the Town.

7. PRE-AWARD CONFERENCE

- A. The Town may hold a Pre-Award Conference at a time and place to be designated. The lowest and most responsive bidder shall be prepared to discuss with the Town the manner in which he proposes to conduct his work in compliance with all Contract requirements.
- B. The lowest and most responsive bidder shall supply to the Project Manager at this meeting, or when otherwise requested, pertinent information to substantiate that:
 - 1. Bidder maintains a permanent place of business.
 - 2. Bidder has adequate plant and equipment to do the work properly and expeditiously.
 - 3. Bidder has suitable financial resources to meet the obligations of the work as they come due.

4. Corporation/Partnership/Individual identified on the Signature of Bidder form has been in business for a minimum of one (1) year and has the appropriate substantial, successful contractual and technical experience in similar work.
5. Bidder will perform a minimum of 20% of the work with his own organization and declare what portion he intends to subcontract.

6. The subcontractors proposed for use are qualified to perform the work. A listing of proposed subcontractors must be submitted to the Town for approval. The Town reserves the right to disapprove of proposed subcontractors that are found to be unqualified. In addition, the lowest and most responsive Bidder shall produce satisfactory evidence that he and all subcontractors he proposes to use hold applicable valid state, county and local licenses or certificates of competency covering all operations and all requirements of agencies or boards having jurisdiction over the work of this Contract.
7. Bidder has (and will provide to the Town at this time,) copies of all pertinent licenses, certificates of competency, etc. that have not been previously submitted.
8. Bidder has not supplied false, inaccurate, misleading, or exaggerated information, as such shall cause the Bidder to be disqualified from consideration for award.

8. **AWARD OF BID**

- A. The bid, if awarded, will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this Invitation for Bid. Bid Forms, Bidder qualifications and other factors will be considered. Award recommendations shall be subject to the approval of the Town Manager, Town Manager designee or Town Commission as provided for in the Town's Code of Ordinances. Award recommendations to be posted on the Town of Pembroke Park Notice Board for a period of three business days prior to making the award.
- B. The Town reserves the unqualified right, in the Town's sole and absolute discretion, to reject any and all bids, to re-advertise and resolicit bids for this project, to waive any irregularities, scrivener's errors, technicalities, informalities, or to accept the bid which in the Town's sole and absolute judgment, will under all circumstances, best serve the public interest.
- C. If the bid is awarded, the Town will give the successful bidder a Notice of Award within **thirty (30) days** after the date of the bid opening.
- D. If the Bidder to whom the bid is awarded does not execute the Contract and furnish the required insurance and other required documentation within **seven (7) days** of the date of Notice of Award, the Bidder shall be considered in default and, at the Town's discretion, the Bid Security shall be paid to the Town as damages and the Town shall have the right to award the bid to another Bidder.

9. **CONTRACT AND BOND**

The Bidder to whom an award is made shall, within the time established in the Invitation to Bid, execute the Contract with the Town, and shall simultaneously furnish to the Town an executed **Public Construction Bond** in the amount of **one hundred percent (100%)** of the Contract

amount. Such surety bond shall be in the form included herein which is substantially in the form prescribed by 255.05 Florida Statutes, conditioned on the faithful performance of the Contract and on the payment of all persons supplying labor and furnishing materials for the Work as required by the applicable laws. The Bond shall be maintained in full force for a period of one year after the date of final completion and acceptance, as a guarantee that the Contractor will make good any faults or defects in the work arising from improper or defective workmanship or materials which may appear during the period. The company acting as surety must appear and remain on the Treasury Department's most current list (Circular 570, as amended) during construction, guarantee and warranty periods, and shall be licensed to act as surety in the State of Florida, and shall be subject to the Town's approval. Bond shall be a minimum bond rating of Best's rating of "A" and Best's financial size category of not less than Class VII.

10. SUBMITTALS REQUIRED FROM CONTRACTOR

The following submittals shall be required to be provided by the Contractor to the Town at the time of submittal of the Contract Documents to the Town for further execution:

- A. Original or certified copy of Certificate of Insurance with all required endorsements/stipulations
- B. Public Construction Bond
- C. Cost breakdowns,
- D. Any other required documentation as stated in the Specifications or drawings.

11. FORMATION OF CONTRACT

The Contract shall not become effective unless and until all the precedent conditions as set forth in the Instruction to Bidders have been completed and accepted by the Town and the Form of Contract has been signed and dated by the Mayor as authorized by the Town Commission.

12. NOTICE TO PROCEED

A Notice to Proceed will be issued by the Town within **thirty (30) days** from date of Contract. The date of commencement of work shall be no later than **five days (5)** after the start date as indicated on the Notice to Proceed.

13. PRE-CONSTRUCTION CONFERENCE

- A. A Pre-Construction Conference will be held with the Town, the Engineer, the successful Contractor, and any other interested parties after award of the Contract but before any work is commenced.
- B. The Contractor shall supply to the Town for its written approval a detailed Cost Breakdown (Schedule of Values) of all Lump Sum and Total Prices contained in the bid to be used for invoicing purposes.

14. SAFETY AND HEALTH REGULATIONS

Bidders must comply with all applicable Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standard Act (PL 91-54) as amended from time to time.

15. LAWS/ORDINANCES

Bidders shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this contract. Further, Bidder acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the Town shall have the discretion to unilaterally terminate said agreement.

16. DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a Drug Free Workplace shall be given preference in the award process.

17. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

“A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

18. CODE OF ETHICS/CONE OF SILENCE

If any bidder violates or is a party to a violation of the Code of Ethics of the Town of Pembroke Park, Broward County and/or the State of Florida Code of Ethics with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work or for goods or services for the Town of Pembroke Park for a minimum period of three (3) years. Copies of the Town and State Ethics Codes are available at the Town of Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, Florida.

Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the Town of Pembroke Park website at www.tppfl.gov.

19. PROVISION AND MAINTENANCE OF INSURANCE

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under this Contract, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of work hereunder, insurance coverages, limits, and endorsements as required herein. All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work in accordance with the Warranty provisions of the Contract.

The Contractor agrees the insurance requirements herein as well as Town of Pembroke Park's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

A. COVERAGE AND MINIMUM LIMITS

1. Commercial General Liability.

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements.

The Contractor agrees to endorse the Town of Pembroke Park as an Additional Insured on a primary and non-contributory basis on the Commercial General Liability policy with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 10 04 13 Additional Insured – Owners, Lessees, or Contractors or the CG 20 10 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, including the additional endorsement of GC 20 37 07 04 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Contractor shall maintain such completed operations insurance for at least one (1) year after final payment and furnish Town of Pembroke Park with evidence of continuation of such insurance at final payment and one (1) year thereafter.

2. Business Automobile Liability.

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Commercial Umbrella/Excess Liability

The Contractor agrees to endorse the Town of Pembroke Park as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the Town of Pembroke Park is automatically defined as an Additional Protected Person.

4. Worker's Compensation & Employer's Liability.

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

B. SUBCONTRACTOR INSURANCE

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the Town of Pembroke Park, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

C. DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION

The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

D. WAIVER OF SUBROGATION

The Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the Town of Pembroke Park, Contractor, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this Contract.

When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

E. RIGHT TO REVISE OR REJECT

The Contractor agrees the Town of Pembroke Park reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the Town of Pembroke Park reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Florida. In such events, The Town of Pembroke Park shall provide Contractor written notice of such revisions or rejections.

F. NO REPRESENTATION OF COVERAGE ADEQUACY.

The coverages, limits or endorsements required herein protect the primary interests of the Town of Pembroke Park, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

G. REQUIREMENTS OF INSURERS PROVIDING THE INSURANCE

Insurers providing the insurance required by this Contract must meet the following minimum requirements:

(a) Be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and

(b) Must have a current rating of “A-“ or better and a Financial Size Category of “IV” or better according to the most recent rating in effect by the A.M. Best Company.

H. CERTIFICATE OF INSURANCE (COI) AND CANCELLATION/NON-RENEWAL OF COVERAGE

The Contractor agrees to provide Town of Pembroke Park with certificate(s) of insurance that clearly evidences the Contractor’s insurance contains the minimum coverages, limits, and endorsements set forth herein. The Town of Pembroke Park requires an original or electronically transmitted certificate of insurance (COI) on an ACORD-25 form (2010/05) and the required endorsements as specified above.

A minimum thirty (30) day endeavor to notify due to cancellation, non-renewal of coverage shall be identified on each certificate(s) of insurance. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the Town of Pembroke Park project manager and copy the Town’s Risk Manager in writing within (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

In the event the Town of Pembroke Park is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the Town of Pembroke Park prior to the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. When notified by the Town of Pembroke Park the Contractor agrees not continue work pursuant to this Contract unless all required insurance remains in effect.

The Town of Pembroke Park shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new certificate of insurance is provided to the Town of Pembroke Park evidencing the replacement coverage. The Contractor agrees the Town of Pembroke Park reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the Town of Pembroke Park. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the Town of Pembroke Park shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the Town of Pembroke Park.

I. CERTIFICATE OF INSURANCE FORMAT

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the Town is endorsed as an Additional Insured as per requirements herein, Item Insurance Coverage and Minimum Limits.
 2. Clearly indicate the project name and Bid number.
 3. Clearly identify each policy’s limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
 4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
 5. Clearly indicate Certificate Holder(s) and Address:
3150. Include the appropriate Endorsement listing the Town of Pembroke Park as an additional Insured. (CG 2010 04 013 or CG2010 07 04 and CG2037 07 04)

Certificate Holder: Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

20. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

To the fullest extent permitted by Chapter 725, Florida Statutes, or may be amended, the Contractor hereby agrees to defend, indemnify and hold harmless the Town of Pembroke Park, its officers, agents, and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract under any insurance required by the Contract, including, but not limited to workers' compensation acts, disability benefit acts, or other employee benefit acts.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the Town of Pembroke Park to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

21. GOVERNING LAW / VENUE / WAIVER OF JURY TRIAL

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Broward County. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND TOWN OF PEMBROKE PARK HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

SPECIAL INSTRUCTIONS

**BID NO. ITB 22-12
BUILT-OUT IMPROVEMENTS FOR THE POLICE DEPARTMENT**

1. GENERAL

It is the intent of this Invitation for Bids to enter into a unit priced type Contract with the Contractor for the selling and delivery of all necessary materials, equipment and supplies including the installation of all materials, all labor, securing of permits, taxes, insurance costs, overhead, profit and all miscellaneous costs.

2. CONTRACTOR REGISTRATION WITH THE TOWN

All awarded Contractors shall register with the Town of Pembroke Park Business Tax Office prior to performing the Work, no Town fee required.

3. BUSINESS TAX RECEIPTS: N/A

4. PERMITS

All required permits associated with the scope of work must be secured by the Contractor for this project.

The Town of Pembroke Park permit fees for the aforementioned permits will be waived and/or paid by the Town. However, fines and penalties will be assessed based upon the standard fee structure.

5. EXISTING UTILITY FACILITIES

The Contractor is to investigate by any industry standard method, in order to verify the location of all existing utilities. Any conflicts found are to be brought to the attention of the Town for resolution prior to start of work. Unless otherwise directed, the Contractor is to support or otherwise protect all other utility companies' facilities during construction.

BID FORM

**BID NO. ITB 22-12
BUILT-OUT IMPROVEMENTS FOR THE POLICE DEPARTMENT**

TO: TOWN OF PEMBROKE PARK

PROPOSAL FROM:

(Bidder)

THE UNDERSIGNED BIDDER, having familiarized himself with the work required by the Contract Documents, the site where the work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the work, and having satisfied himself of the expense and difficulties attending performance of the work.

HEREBY PROPOSES and agrees, if this Bid for **Built-Out Improvements For The Police Department, BID NO. ITB 22-12**, is accepted to enter into a Contract in the form attached, to perform all Work, including the assumptions of all obligations, duties and responsibilities necessary to the successful completion of the Contract, and to furnish all materials and equipment required to be incorporated in and form a permanent part of the Work, including tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; all the Work necessary to complete construction in place and ready for use, the disposal of all excess materials, repair or replacement of damaged or destroyed property and the final cleaning up of the Work; and to supply all required bonds, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor for the total bid price of:

_____ dollars

(\$_____)

This bid total is the sum of the extended prices as shown on the final bid form.

Bidder hereby agrees to commence Work under this Contract within **seven (10) days** following the date indicated on the "Notice to Proceed" by the Town and to fully complete the Work within **number of calendar days**, as provided in "Contract Time" section in the Contract between the parties. Bidder further agrees to pay as liquidated damages for each consecutive calendar day thereafter that the Work to be performed is not completed, as provided in "Liquidated Damages" section in the Contract.

Bidder represents and hereby states that he/she and his/her subcontractors are familiar and capable to perform such construction.

In the event of extension error(s), the unit price will prevail, and the bidder's total offer will be corrected accordingly.

BID FORM

**BID NO. ITB 22-12
BUILT-OUT IMPROVEMENTS FOR THE POLICE DEPARTMENT**

The bidder proposes to furnish all labor, tools, material, equipment, and supplies, and to sustain all the expense incurred in doing the work, including installation of all materials, equipment, and supplies furnished, as well as all other labor, warranties, permit fees, taxes, insurance, general and administration and other miscellaneous costs, overhead and profit as set forth below that may be awarded by the Town of Pembroke Park, Florida, through its proper officers, and to do the same strictly in accordance with the drawings and Contract Documents which are referred to below and made a part hereof, at the following prices.

Name of Firm: _____

**SEE ATTACHED EXCEL SPREADSHEET ATTACHED IN THIS BEID
DOCUMENTS**

(MUST BE PROVIDED AND COMPLETED WITH BID)

BID FORM

**BID NO. ITB 22-12
Built-Out Improvements for The Police Department**

CHECKLIST

Is the Schedule of Subcontractor's included in questionnaire? Y ___ N ___

Is the proof of insurance included? Y ___ N ___

Is the questionnaire included? Y ___ N ___

Are financial statements submitted with questionnaire? Y ___ N ___

Is the bid bond included? Y ___ N ___

Is the proof of licensing submitted to perform project submitted? Y ___ N ___

(Current certificate of competency/state license included)

Current Business Tax Receipt? Y ___ N ___

Is the Notarized Signature of Bidder Form page submitted? Y ___ N ___

Is the Drug Free Form submitted? Y ___ N ___

Is the Trench Safety Form submitted? Y ___ N ___

Is the proof provided that shows Bidder's Firm Name is registered with their State of origin and in business for a minimum of one year? Y ___ N ___

Is one original version of bidder's bid package submitted (No Copies of the bid package are required)? Y ___ N ___

The undersigned bidder acknowledges that all files as posted on the Town of Pembroke Park's website for Bid No. ITB 22-12 constitute the documents governing this bid.

NAME OF FIRM: _____

BY: _____

(Typed or printed)

(Date)

Signature: _____

(Signature)

(Title)

Bidder hereby certifies that the only person/persons interested in this Bid/Contract, as principal or principals, is/are named herein and that no other than herein mentioned has any interest in the Bid/Contract to which the work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making a bid and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The full names and addresses of parties interested in this Bid as principals are as follows:

Name:	Name:
Address:	Address:
City/State/Zip:	City/State/Zip:

Bidder understands that the Owner reserves the right to reject all Bids and to waive any informality in bidding. Bidder agrees that the Owner may reduce or delete any work items as deemed necessary. Such reduction or deletion of work items shall not constitute a basis for withdrawal of this bid.

The Bidder agrees that the Bid shall be good and may not be withdrawn for a period of **ninety (90) calendar days** after Bid Opening.

Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM ACKNOWLEDGEMENT

ADDENDUM DATE SIGNATURE OF PERSON SIGNING BID

1.			
2.			
3.			
4.			

The Bid Security attached in the sum of _____

_____ (\$ _____) **5% of Bid Price**

is to become the property of the Owner in the event the required Bonds, Insurance and other requested documentation are not provided, and the Contract is not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

SIGNATURE OF BIDDER FORM
BID NO. ITB 22-12
Built-Out Improvements for The Police Department

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned bidder certifies that this bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid. *Bidder must submit proof that their firm name is registered with their State of origin.

SIGNATURE OF BIDDER

If an Individual: _____ / _____ , doing business
Signature Print Name
as _____

If a Partnership: _____
by: _____ / _____ ,
General Partner's Signature Print Name

If a Corporation: _____
Corporate Name
(a _____ Corporation)

by: _____ / _____
Signature Print Name
Title: _____
President or other Authorized Officer
Attest: _____ (SEAL)
Corporate Secretary

Business Address: _____
Street Address (P.O. Box Address is not permitted)

Town, State, Zip

Telephone No. _____ Fax No. _____

Email Address of Authorized Signature: _____

Federal ID. No. _____

State of FL _____ Contractor Certification No.: _____

Broward County Certificate of Competency No: _____

NOTE: All certifications/licenses shall be issued in the Bidder's name.

NOTARY: STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is (who are) personally known to me or who has produced _____ as identification.

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ My Commission Expires: _____

STATEMENT OF NO BID

**BID NO. ITB 22-12
Built-Out Improvements for The Police Department**

If you are not bidding on this service/commodity, please complete and return this form to: Town of
Pembroke Park 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to bid the above subject bid because of the following
reasons:

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Other (specify below)

REMARKS: _____

CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT

BID NO. ITB 22-12
Built-Out Improvements for The Police Department

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Grand Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

Trench Safety Method (Description)	Units of Measure (LF,SY)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____

Failure to complete the above may result in the bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line item of the Bid Form.

By: _____ Date _____
Bidder

Authorized Signature

QUESTIONNAIRE

BID NO. ITB 22-12

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. Failure to fully complete the questionnaire may result in your bid being considered non-responsive.

1. How many years has the bidder identified on Signature of Bidder page been in business?
_____ years.

2. What is the last project of this nature that you have completed? (Identify completion date)

3. Have you ever failed to complete work awarded to you; if so, where, and why?

4. Have you personally inspected the proposed work and have you a complete understanding and plan for its performance?

5. Will you subcontract any part of this work? If so, give details: Name of Sub Work to be Performed

6. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

Name of Bidder: _____

QUESTIONNAIRE

7. What equipment will you purchase for the proposed work?

8. What equipment will you rent for the proposed work?

9. Bidder to submit their Balance Sheet and Income Statement for their most recent year as an attachment to the questionnaire. Period reported on: _____

10. The Town will not award a bid to any bidder who cannot prove to the satisfaction of the Town that the Corporation/Partnership/Individual identified on the Signature of Bidder form has satisfactory written references for work similar to the work being bid upon.

References that are for work performed by a parent corporation or affiliated subsidiary will not be considered by the Town.

The Town requires a minimum of three (3) satisfactory references for similar work for this Bid.

The Bidder shall be the Prime contractor for each reference and each reference shall be for the owner of the project. Similar work shall mean:

The Bidder shall have a minimum of three (3) satisfactory references showing that the Bidder's firm, with or without the use of subcontractors, has successfully completed at least three (3) projects. References shall be within the period of 4-1-2012 through the time of the bid opening.

Additional references may be submitted as an attachment.

A. Owner (Company/Entity) _____

Name): Address _____

Town, State, Zip: _____

Project Manager of Firm: _____ Title: _____

Phone No.: _____ /Email: _____

Project _____ Completion Date of Project: _____

Title: _____ (Within period of 4-1-2012 through time of the bid opening)

Name of Bidder: _____

QUESTIONNAIRE

(References continued)

Summary of Project: _____

B. Owner (Company/Entity Name): _____

Address _____

Town, State, Zip: _____

Project Manager of Firm: _____ Title: _____

Phone No.: _____ /Email: _____

Project Title: _____ Completion Date of Project: _____
(Within period of 4-1-2012 through time of the bid opening)

Summary of Project: _____

C. Owner (Company/Entity Name):

Address: _____

Town, State, Zip: _____

Project Manager of Firm: _____ Title: _____

Phone No.: _____ /Email: _____

Project Title: _____ Completion Date of Project: _____
(Within period of 4-1-2013 through time of the bid opening)

Name of Bidder: _____

QUESTIONNAIRE

(References continued)

Summary of Project: _____

11. State the true, exact, correct, and complete name of the partnership, corporation, or trade names under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all general partners. If a fictitious/trade name, state the names of the individuals who do business under the fictitious/trade name attach compliance with the fictitious name statute. It is absolutely necessary that this information be furnished.)

Correct Name of Bidder

(Correct Name of Bidder shall also appear on Signature of Bidder Form)

- (a) The address of the principal place of business:

- (b) The names of the corporate officers, or general partners, or individuals doing business under a fictitious trade name, are as follows:

Bidder Name

QUESTIONNAIRE

12. Declaration of Work Components Schedule

Minimum of 20% of work to be completed by bidder identified on Signature of Bidder Form.
(Mobilization, administration, overhead and profit may not be included in the work components)

Work Components that make up the above minimum are as follows:

Work Components that will be provided by subcontractors are as follows:

Name of Bidder: _____

DRUG-FREE WORKPLACE FORM

**BID NO. ITB 22-12
Built-Out Improvements for The Police Department**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

(Name of Business)

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 prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's 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 employees 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 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 such 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.

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

Bidder's Signature

Date

BID BOND

**BID NO. ITB 22-12
Built-Out Improvements for The Police Department**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_____, as Principal and
(Name of Bidder)

_____, as Surety, are
(Name of Surety)

hereby held and firmly bound unto the Town of Pembroke Park, Florida, as Obligee, in the sum of:

Dollars (\$) _____) / **5% of Bid Price**

as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the principal has submitted to the Town of Pembroke Park a certain Bid attached hereto and made a part hereof, to enter into a contract in writing, hereinafter referenced to as the **BID NO. ITB 22-12 for Built-Out Improvements for The Police Department**

NOW THEREFORE,

- a. If said Bid shall be rejected or withdrawn as provided in the Invitation to Bid and Instructions to Bidders attached hereto or, in the alternative,
- b. If said Bid shall be accepted and the Principal shall duly execute and deliver the Form of Contract attached hereto and shall furnish all insurance requirements, the specified bond for the faithful performance of the Contract and for the payment of labor and materials furnished for the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such Bid may be accepted and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the

_____ day of _____, 20_____.

PRINCIPAL:

By: _____
Signature (Seal)

Name: _____

Title: _____

Address: _____

Telephone: _____

SURETY:

By: _____
(Seal) Signature

Name: _____

Title: _____

Address: _____

WITNESS:

Sealed and delivered in the presence of:

**CERTIFICATION OF FISCAL YEAR 2021-2022 RESTRICTIONS ON THE AWARD OF
CERTAIN CONTRACTS AND SUB-CONTRACTS TO FOREIGN COUNTRIES**

This certification is to verify that the offeror 1) is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S. Trade Representative (USTR); 2) has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list, and 3) will not provide any product of a country included on the USTR list. These prohibitions also apply to certain products used in these activities, such as affixed equipment, electronics, utilities, and instruments.

Grantees or subgrantees recipients entering into contract for construction, alteration, or repair of any public building or public work project subject to the prohibitions described in this Notice shall include the following provision in all such contracts:

Restriction on Public Building and Public Works Projects.

Definitions

"Component" as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Product", as used in this clause, means construction materials - i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product BROWARD COUNTY will consider a product as product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mine, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

"Contractor or subcontractor of a foreign country", as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

1. If 50 percent or more of the contractor or subcontractor is owned by a citizen or national of the foreign country.
2. If the title of 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
3. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country.
4. In the case of partnership, if any general partner is a citizen of the foreign country;

5. In the case of a corporation, if its president or other chief executive officer or the chairman or its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizen of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
6. In the case of a contractor or subcontractor who is a joint venture, if any participation firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this clause.

Contractor Signature

Date

(a) Restrictions

The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representation (See Paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(b) USTR List

The USTR published a list in the Federal Register in accordance with section 109(c) of publication L 100-202 where countries can be added or deleted.

(c) Certification

The Contractor may rely upon the certification of a prospective subcontractor that is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(d) Subcontracts

The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

For additional information see Federal Register Vol. 53, No. 53, No. 116, Pages 22569-22573.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids or prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. NO CONTRACT SHALL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.

CERTIFICATION BY BIDDER

BIDDER'S NAME: _____

ADDRESS: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes _____ No _____

If answer to item 3 is "No", please explain in detail on reverse side of this certification.

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor

Project No. /Project Name

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids of prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. NO CONTRACT SHALL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.

SUBCONTRACTOR'S CERTIFICATION

SUBCONTRACTOR'S NAME: _____

ADDRESS: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes _____ No _____

If answer to any item is "No", please explain in detail below or attach a piece of paper if needed.

Certification – The information above is true and complete to the best of my knowledge and belief.

Print Name

Signature

Date

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- a. Certification of Nonsegregated Facilities, as required by the May 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a federally assisted Construction Contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
- b. CONTRACTORS receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.
- c. A Certification for regarding Equal Employment Opportunity is also enclosed with the Bid Proposal Form and should be submitted by the CONTRACTOR with his bid but must be submitted prior to award.
- d. The Notice to Labor Unions on the following page shall be forwarded by the CONTRACTOR in accordance with Paragraph 3 of Nondiscrimination Provisions to be included in Federally Assisted Construction Contracts.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NON-SEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32 7439 May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

Signature of Bid
Prospective Contractor

ADDRESS (including zip code)

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT

TO: _____
(Name of Union or Organization of Workers)

The undersigned currently holds contract(s) with

(Name of Applicant)

Involving funds or credit of the U.S. Government of (a) subcontract (s) with prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, dated September 4, 1965, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate includes, but is not limited to the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION,
RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT
TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF
COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP,
LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name

Project Name

Title

Project Number

Firm

Street Address

City, State, Zip

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Lower Tier Covered Transactions

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

Name

Local Government

Title

CDBG Contract Number

Firm

Street Address

City, State, Zip

Date

CONTRACT

BID NO. ITB 22-12

Built-Out Improvements for The Police Department

Contract for work in and about the Town of Pembroke Park, Florida for Built-Out Improvements for The Police Department Improvement, **BID NO. ITB 22-12** dated _____, 20____,
By _____ and between the Town of Pembroke Park, Florida (hereinafter called the **Owner**) and _____ (hereinafter called the **Contractor**).

WITNESSETH that the Owner and Contractor in consideration of the premises and of the mutual covenants, considerations and agreements contained herein, agree as follows:

1. WORK TO BE PERFORMED

The Contractor shall furnish all plant, labor, services, materials, supplies, equipment, transportation and other facilities and appurtenance necessary or proper for incidental to:

Built-Out Improvements for The Police Department

BID NO. ITB 22-12

in strict and full accordance with the requirements of the Contract Documents and with such further details and instructions as the Engineer may from time-to-time issue for the purposes of insuring the thorough completion of the work.

2. CONTRACT DOCUMENTS

The Contract Documents consist of the following documents. It is understood that all the terms, provisions, conditions, and obligations set forth in the Contract Documents (as defined herein) shall constitute a part of this Contract and are to have the same force and effect as if set forth specifically and at length herein.

Form of Contract including Public Construction Bond and Insurance

Invitation to Bid

Instructions to Bidders

Special Instructions

Bid Form

Certificate of Compliance with FL Trench Safety Act

Questionnaire

Drug-Free Workplace Form

Bid Bond

General Conditions

Special Conditions

Technical Specifications

Addenda

Drawings/Exhibits

Notice of Award

Notice(s) to Proceed

Documentation submitted by Engineer following the Notice to Proceed

Project Forms

Close Out Forms

Change Orders, Field Orders

All provisions required by law to be inserted in this Contract, whether inserted or not, Written

Instructions from the Engineer

Any additional documents the submission of which is required by this Project

CONTRACT

BID NO. ITB 22-12 Built-Out Improvements for The Police Department

3. CONTRACT TIME

3.1 The Work under this Contract shall be commenced promptly and prosecuted with diligence.

In accordance with the General Conditions, the Work shall be:

Substantially Completed on or before the Substantial Completion Date within 120 calendar days after the date provided in the Notice to Proceed, and

Finally Completed on or before the Final Completion Date and ready for final payment in accordance with this Contract within 150 calendar days after the date provided in the Notice to Proceed.

3.2 Owner and Contractor recognize that time is of the essence for the completion of the Work. As such, Owner and Contractor recognize that Owner will suffer direct financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees to forfeit and pay Owner as liquidated damages for delay (but not as a penalty) the amount of \$1,000 for each calendar day that expires after the Contract Time for Substantial Completion until the Work is substantially complete. However, if the contractor completes the project 100% before the timeline as established in item 3.1, the owner agrees to compensate the contractor with a \$300 per business day bonus.

After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (Final Completion Date), the Contractor shall pay the Owner \$500 for each calendar day that expires after the time for Final Completion. These amounts represent a reasonable estimate of the Owner's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay.

3.3 Owner is authorized to deduct liquidated damages from monies due to the Contractor for the Work under this Contract.

4. SUCCESSORS, ASSIGNS AND ASSIGNMENT

The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred to by the sureties.

5. INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all its suppliers and subcontractors. Nothing contained in this Contract, or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform all Work in accordance with its own methods subject to compliance with the Contract.

6. PROVISION AND MAINTENANCE OF BOND

A Surety Bond legally issued, meeting the requirements in the Contract Documents, and approved by the Town shall be maintained by Contractor. If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of Surety Bond the CONTRACTOR shall within five (5) days thereafter substitute another Bond and surety, both of which shall be subject to the approval of the TOWN.

7. PROVISION AND MAINTENANCE OF INSURANCE

During the performance of the Work under this Contract, Contractor shall maintain the insurance policies and coverages that are identified in the "Instructions to Bidders" and shall meet all other requirement therein. Contractor shall provide originals or certified copies of all policies, and such coverages shall be written by an insurance company authorized to do business in Florida.

8. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Contract by the Contractor, the Owner will pay to the Contractor for the full and entire completion of this Contract and upon acceptance of the work by the Owner in the Amount of \$ _____. This represents the entire cost which the

owner will have to pay the Contractor for acceptable and conforming work, inclusive of all materials, supplies, costs, fees, and is the maximum extent of the owner's obligation to pay Contractor but does not constitute a limitation, of any sort, of the Contractor's obligations to perform the work in accordance with this Contract.

CONTRACT

**BID NO. ITB 22-12
BUILT-OUT IMPROVEMENTS FOR THE POLICE DEPARTMENT**

IN WITNESS WHEREOF, the Town of Pembroke Park, Florida, at a regular meeting thereof, by action of the Town Commission authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Mayor, and its seal to be hereunto affixed, and _____ has executed this Contract all as of the day and year first above written.

TOWN OF PEMBROKE PARK, FLORIDA

Witness:

By: _____
Geoffrey Jacobs, Mayor
(Seal)

Approved by Commission _____, 20____
on

Item _____ Account Number _____

CONTRACTOR:

Attest:

Corporate Secretary
(Affirm Corporate Seal)
By: _____
Signature

Witness: Name: _____

Title: _____
President or other duly authorized
Corporate Officer

CERTIFICATE OF CORPORATE AUTHORITY

**BID NO. ITB 22-12
Built-Out Improvements for The Police Department**

I, _____, certify that I am the **Secretary** of the corporation
named as Contractor in **Bid No. ITB 22-12**; that _____ who signed the
said Contract on behalf of the Contractor, was then _____ of said corporation.

that I know the seal of said corporation; that said seal has been affixed to this Contract; and that
it was so affixed by order of said official of the Corporation; that I know his/her signature, and
such signature hereto is genuine; and that he/she signed this Contract by authority of the
directors of said Corporation.

Dated this _____ day of _____, 20 _____.

Corporate Secretary

(Corporate Seal)

**ACKNOWLEDGEMENT OF CONTRACTOR,
IF A PARTNERSHIP**

**BID NO. ITB 22-12
Built-Out Improvements for The Police Department**

State of _____
County of _____ as:

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm and that he/she is duly authorized to bind such firm.

Notary Public
(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF AN INDIVIDUAL**

State of _____
County of _____ as:

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to be to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public
(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF CORPORATION**

**BID NO. ITB 22-12
Built-Out Improvements for The Police Department**

State of _____
as:
County of _____

On this _____ day of _____, 20____, before me personally came and appeared

_____, to me known, who, being by me duly sworn, did depose
and say that he/she resides at

that he/she is the _____
of _____

the corporation described in and which executed the foregoing contract; that he knows the seal
of said corporation; that one of the impressions affixed to said contract is an impression of such
seal; that he is the proper official of said corporation designated to execute such contract, that
he/she has authority so to do, that he/she executed same for and in behalf of said corporation,
and that his/her act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____

the day and year above written.

Notary Public

(Seal)

My Commission Expires: _____
(Seal)

PUBLIC CONSTRUCTION BOND

BY THIS BOND, WE, _____, as Principal and _____ a Corporation, as Surety, are bound to the Town of Pembroke Park, Florida, hereinafter referred to as "Owner", in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 20 ____ between Principal and Owner for construction of **Built-Out Improvements For The Police Department, Bid No. ITB 22-12**, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, and.
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, and including any liquidated damages or actual damage caused by the delay of performance of Contractor, that Owner sustains because of a default by Principal under the Contract, and;
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise, it remains in full force. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes; subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.
5. This Bond is intended to comply with the provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statutes are incorporated herein by reference thereto. In the event of any conflict, ambiguity or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes section 255.05 shall control. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the TOWN and those persons or corporations provided for by said Statute, their heirs, executors, administrators, successors, or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.

Dated on _____, 20____.

PRINCIPAL:

ATTEST:

_____	Principal
_____	By: _____
Corporate Secretary	Signature
_____	Title: _____
_____	(Seal)
Witness to Principal	Address _____
_____	_____
(Address)	

SURETY:

ATTEST:

_____	Surety
_____	_____
Surety	Attorney-in-fact
_____	(Seal)
_____	_____
Witness as to Surety	Address _____

	Telephone: (____) _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Town. Bond shall be a minimum bond rating of Best's rating of "A" and Best's financial size category of not less than Class VII.

FINAL RECEIPT

**BID NO. ITB 22-12
Built-Out Improvements for The Police Department**

Received this _____ day of _____, 20____, of _____ as full and final payment of the cost of all improvements provided for in the foregoing contract the sum of _____ Dollars and _____ Cents, (\$ _____), in cash, being the full amount accruing to the undersigned by virtue of said contract, said cash covering and including full payment for all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases the said _____ from all claims whatsoever growing out of said contract.

These presents are to certify that all persons doing work upon or furnishing materials or supplies for the said improvements under the foregoing contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

GENERAL CONDITIONS - INDEX

BID NO. ITB 22-12 Built-Out Improvements for The Police Department

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GENERAL CONDITIONS

BID NO. ITB 22-12 Built-Out Improvements for The Police Department

GENERAL CONDITIONS

1. GENERAL:

It is mutually agreed by the parties hereto that this Contract is subject to the provisions of the Constitution of the State of Florida, and of the several acts of the Legislature under which the Owner exists, and of the ordinances and resolutions authorizing this project and under which this project will be constructed, and Federal Laws or Codes; that upon ten (10) day notice, the work under this Contract may, without cost or claim against the Owner, be suspended by the Owner for substantial cause; that this Contract is subject to the additional conditions and stipulations which follow.

2. DEFINITIONS:

The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents as specifically defined in the Contract, be construed as follows, unless a different meaning is clear from the context:

- A. Owner: The party or parties of the first part hereto. The Town of Pembroke Park, Broward County, Florida.
- B. Town Project Manager: Town Project Manager is the Town Engineer, or his authorized agents.
- C. Contractor: The individual, partnership, or corporation agreeing to perform the work for the owner, the party of the second part of the Contract.
- D. Drawings: The Drawings, or reproductions thereof, prepared by the consulting Engineer, which show the locations, character, dimensions, and details of the work to be done under this Contract. All working drawings submitted by the Contractor and approved by the consulting Engineer become part of the Drawings.
- E. Engineer: Calvin, Giordano & Associates, Inc., and as also may be referred to as Architect/Engineer.
- F. Addendum: A modification of the Contract Documents issued in writing by the Town of Pembroke Park Purchasing Division prior to the opening of bids.
- G. Change Order: A written order issued by the Town Project Manager to the Contractor directing certain changes, additions, or reductions in the work or in the materials or methods to be used.
- H. Notice to Proceed: A written notice executed by the Owner or his agent which shall designate the date upon which work under the Contract shall commence.

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- I. Surety: Shall mean any corporation that executes, as surety, the Contractor's Public Construction Bond securing the payment and performance of this Contract.
- J. The Work: Shall mean everything expressly or implied required to be furnished and done by the Contractor under the Contract and shall include any extra work properly authorized.
- K. Site: Shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Town Project Manager.
- L. Subcontractor: Shall mean any individual, partnership, or corporation other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or labor, materials, and equipment at the site.
- M. Substantial Completion Date: The date on which the work (or specified part thereof), in the opinion of the Engineer, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified portion thereof) can be utilized for the purpose for which it was intended.
- N. Completion Date: Shall mean the date specified in the Notice to Proceed on which all contract work is complete in all respects and no work remains, including cleanup, other than guarantee and maintenance work.
- O. Specifications: All the directions, requirements, standards of performance applying to the work as hereinafter detailed, designated by reference, or which may be stated in an Addendum.

3. CONTRACTOR'S UNDERSTANDING:

The Contractor hereby admits and agrees that he has carefully read and considered the Instructions to Bidders herewith attached, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

4. CONTRACTOR'S RESPONSIBILITY

- A. The Contractor expressly undertakes at his own expense.
 - (1) To take every precaution against injuries to persons or damage to property.
 - (2) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.
 - (3) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - (4) To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that always the site of the work shall present a neat, orderly, and workmanlike appearance.
 - (5) Before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant or any description and debris of every nature resulting from his operations,

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and to put the site in a neat, orderly condition.

- (6) To affect all curing, fitting, or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Town Project Manager, not to cut or otherwise alter the work of any other Contractor.
- B. The Contractor shall accept full responsibility for the work until final acceptance by the Town. He shall protect the work against all loss or damage sustained during the progress of the work, and promptly repair any damage done from any cause whatsoever as described hereinafter.
- (1) Weather Conditions: In the event of temporary suspension of work, or during inclement weather, or whenever the Town Project Manager shall direct, the Contractor will, and will cause his Subcontractor to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Town Project Manager, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.
 - (2) Protection of Work and Property--Emergency: The Contractor shall always safely guard the Owner's property from injury or loss in connection with this Contract. He Shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss, or injury.
 - (3) In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Town Project Manager, in a diligent manner. He shall notify the Town Project Manager immediately thereafter.
 - (4) Where the Contractor has not acted but has notified the Town Project Manager of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Town Project Manager.
 - (5) The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Article 16 and Article 19 of the General Conditions.

5. TIME OF STARTING WORK:

The work embraced in this Contract shall be actively begun within ten (10) calendar days after delivery of a Notice to Proceed at such point or points as the Town Project Manager may authorize. The work shall be carried on regularly and uninterruptedly with sufficient force to insure its completion within the Contract.

6. SCHEDULE OF WORK:

Within two weeks after the execution of the Contract, the Contractor shall submit for approval, a schedule of work consisting of diagrams and written description, describing how he intends to progress with the construction within the Contract limits. If this schedule is not submitted within the prescribed time, the Contractor shall not be permitted to start any construction until said schedule is submitted and

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approved and no extension of time shall be granted because of the Contractor's failure to timely submit the SCHEDULE OF WORK.

7. TIME OF COMPLETION:

Time being an essential condition of this Contract, the entire work shall be completed on or before the time set forth in the Contract and on or before the date specified in the Notice to Proceed.

8. LIQUIDATED DAMAGES:

- A. Upon failure of the Contractor to complete the said Contract within the contract time allowed for completion after the "Notice to Proceed", the Contractor shall pay the Owner the sum or sums set forth in the Contract for each calendar day beyond the date of completion that is required by the Contractor to complete the said Contract, not as a penalty or forfeiture, but as liquidated damages to the Owner because of such default by the Contractor, which damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Owner in consequence of such default and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of such failure of the Contractor to complete said Contract within the contract time set forth in the Contract.
- B. Regardless of whether or not a single contract is involved, the above stated liquidated damages shall apply separately to each portion of the project for which a time of completion is given.
- C. The Owner is hereby authorized to deduct the designated sums per day from the moneys which may be due or become due from said Contractor for the work under this Contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

9. REIMBURSEMENT OF EXPENSES:

Should the final completion and acceptance of the work herein embraced, together with any modifications or additions, be delayed beyond the time herein set, it is understood and agreed that, aside from any other damage per day for such delay, from such time until the same is completed and accented as herein provided, all costs of Engineering and Inspection on behalf of the Owner, will be charged to the

Contractor hereunder and deducted from any estimate or payment otherwise due and payable to him from time to time.

10. EXTENSION OF TIME:

The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever, but such hindrance or delay may entitle him to an extension of time for completing the work. Said extension Shall be, as determined by the Owner, sufficient to compensate for the detention, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of the detention; however, neither an extension of time for any reason beyond the date set herein, nor the acceptance of any work subsequent to said date, shall be deemed a waiver by said Owner of the right to abrogate the Contract for delay.

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11. CONTROL OF THE WORK:

- A. The Town Project Manager, under authority and direction of the Owner, shall have full control and direction of the work in all respects. All explanations, directions, working drawings, sketches, etc., necessary to carry out and complete the work in a manner satisfactory to the Owner shall be given by the Town Project Manager. The Town Project Manager and his authorized assistants shall at all times have the right to inspect the work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information as the Town Project Manager may desire, respecting the quality of the work and materials and the manner of conducting the work. Should the Contractor be directed or permitted to perform night work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Town Project Manager, so that proper and adequate inspection may be provided. Such work shall be done only under such regulations as are furnished in writing by the Town Project Manager, and no extra compensation shall be allowed the Contractor therefor. In the event of night work, the Contractor shall furnish such lights, satisfactory to the Town Project Manager, as will insure the proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all County or Town ordinances relating to noise or work during prohibited hours.
- B. The words "supervise" and "inspect" wherever used herein in connection with the duties or activity of the Town Project Manager shall in no way, expressed or implied, relieve the Contractor from his responsibilities for the safety of the workmen, the preservation of the work or proper performance under this Contract. The Town Project Manager shall not be responsible for the safety of the workmen, the safeguarding of the work, or the proper performance of the Contractor.

12. INSPECTION:

No inspector shall have the power to waive the obligations resting upon the contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or the Town Project Manager to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove, and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner or Town Project Manager to do so. All work, all materials, and all methods of construction shall be at all times and places Subject to the inspection of the Town Project Manager who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Town Project Manager, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Town Project Manager shall be equitable.

13. SUPERINTENDENCE:

When the Contractor is not present on the work, orders will be given to the foremen or superintendents who may have immediate charge thereof and shall be by them received and strictly obeyed. It is understood that such representative shall be acceptable to the Town Project Manager and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

14. SUBCONTRACTORS:

- A. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Owner. In all cases, the Contractor shall give his personal attention to the work, the subcontractors being considered as foreman employed by the Contractor and liable to be discharged by the Town Project Manager for neglect of duty of incompetence or misconduct.
- C. The Contractor, as soon as practicable after the award of the Bid, and before the Owner shall make any partial payments to the Contractor, shall furnish to the Town Project Manager in writing for acceptance by the owner and Town Project Manager, a list of the names of the subcontractors proposed for the principal portions of the work. The Town Project Manager shall promptly notify the Contractor in writing if either the owner or Town Project Manager, after due investigation, has reasonable objection to any subcontractor on such list and does not accept him. Failure of the Owner or Town Project Manager to make objection within two weeks to any subcontractor on the list shall constitute acceptance of such subcontractor. After acceptance, no subcontractor shall be changed without the written approval of the owner and Town Project Manager.
- D. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- E. The Contractor shall cause appropriate provisions to be inserted in all subcontracts, relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

Contractor represents that it shall enter into subcontractor agreements with all of its subcontractors and that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract such that subcontractor shall have all responsibility and obligations of Contractor as specifically provided in the Contract documents or unless provided otherwise in this Contract document, and further warrants that the Owner is an intended express third party beneficiary of any such subcontract. Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract.

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- F. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

15. EMPLOYEES:

None but skilled foremen and workmen shall be employed on work requiring special qualifications. Any person employed on the work who fails, refuses, or neglects to obey the instructions of the Town Project Manager in anything relating to this work, or who appears to the Town Project Manager to be disorderly, insubordinate, unfaithful, or incompetent, shall upon the order of said Town Project Manager, be at once discharged and not again employed on any part of the work. Any interference with, or abusive or threatening conduct toward the Town Project Manager or his assistants by the Contractor or his employee or agents, shall be authority for the Owner to annul the Contract and re-let the work.

16. CHANGES, EXTRA AND OMITTED WORK:

- A. It is mutually agreed that no change involving material change in cost, either to the Owner or Contractor, shall be made except upon written permission of the owner. Extra work shall be paid for as set forth in Article 19 of the General Conditions. Omitted work shall be credited against the money due the Contractor by one of the methods described in said Article 19. The Contractor shall make no claim for extra work unless it has been approved by the Owner in advance of the work except that the Contractor may proceed to meet an emergency condition if the Owner's representative is not available.
- B. The Town Project Manager shall, in all cases of dispute, determine the amount or quantity of the several kinds of work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.
- C. Any work not herein specified, which may be implied as included in the Contract, of which the Town Project Manager shall judge, shall be done by the Contractor without extra charge.

17. PAYMENTS/RETAINAGE:

- A. The amount of the Contract will be a lump sum price and/or a price obtained by applying fixed unit prices to estimated quantities which are subject to adjustment at completion of the work to reflect actual quantities involved. Wherever the unit of measure is listed as a lump sum, the Contractor is responsible for the determination of the quantities for those items constructed within the authorized plan limits or dimensions. The Owner does not assume any responsibility for any incidental information in the Contract Documents that may be construed as a quantity of work and/or materials. Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages. Progress payments on the Contract amount for the value of work completed

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and component material on site will be made upon request at intervals of not less than monthly.

The request must be made through the Town Project Manager on an approved estimate showing the component breakdown of the work totaling the awarded Contract price and the amount of work for each item completed at the time of the request. Except as may be modified in the Special Conditions (if any), ten percent (10%) of all amounts earned will be retained by the Owner until final completion and acceptance of the work.

- B. It is anticipated that payments to the Contractor, based on periodic estimates will be made within twenty-five (25) days after approval and certification to the Owner are given by the Town Project Manager.
- C. All material and work covered by partial payments made shall there upon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all of the terms of the contract.
- D. Owner's Right to Withhold Certain Amounts and Make Application Thereof:

The Contractor agrees that he will indemnify and save the Owner, its officials, and employees harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor acknowledges he has received separate and distinct consideration from Owner, elsewhere specified herein, for this indemnity. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of nature herein above designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished and all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety.
- E. In paying any unpaid bills of the Contractor, the Owner shall be deemed the Agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

18. FINAL PAYMENT:

When all work embraced in this Contract shall have been fully completed agreeable to the specifications and stipulations herein, and to the satisfaction of the Owner, the Contractor shall cause a final estimate to be made of the amount and value of said work according to the prices and terms of this agreement. The

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Contractor shall certify the final estimator to the Owner and Engineer. From the sum total so found shall be deducted, firstly, all previous payments made to the Contractor and secondly, all damages and proper charges under this agreement. The Contractor shall execute a final receipt and release on the form attached hereto and made a part hereof, upon the Owner making the final settlement and payment as aforesaid. The acceptance by the Contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final, or otherwise, shall operate to release the Contractor of his/her sureties from any obligations under the Contract Documents, including the Public Construction Bond.

19. EXTRA WORK:

- A. The Owner may, at any time by a written order and without notice to the sureties, require the performance of such extra work as it may find necessary or desirable arising out of the modification of the Specifications or Drawings. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:
- (1) By such applicable unit prices, if any, as are set forth in the Contract; or
 - (2) If no such prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the Owner and the Contractor; or
 - (3) If no such unit prices are so set forth in the Contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:
 - (a) For all labor and foremen in direct charge of the authorized operations the Contractor shall receive the current local rate of wages, to be agreed upon in writing before starting such work, for each hour that said labor and foremen are actually engaged thereon, to which shall be added an amount equal to 15 percent (15%) of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
 - (b) For all materials used the Contractor shall receive the actual cost of such materials delivered at the site or previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.
 - (c) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.
 - (d) The Contractor's profit shall be computed by taking ten percent (10%) of the sum of items 3(a) and 3(b) above. The total cost of performing this extra work shall then be the sum of items 3(a),

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3(b), 3(c), and 3(d).

- B. Records of extra work done, if any, shall be reviewed at end of each day by the Contractor or his representative and the Town Project Manager, duplicate copies of accepted records made and signed by both Contractor or his representative and the Town Project Manager, and one copy retained by each.
- C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

20. OMITTED WORK:

The Owner may, at any time by a written order and without notice to the sureties, require the omission of such Contract work as it may find necessary or desirable. All work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced and shall be determined as follows:

- A. By such applicable unit prices, if any, as set forth in the Contract; or
- B. By the appropriate lump sum price set forth in the Contract; or
- C. By reasonable and fair estimated cost of such omitted work as determined by the Town Project Manager.

21. OWNER'S RIGHT TO TERMINATE CONTRACT:

- A. If in the opinion of the owner, the Contractor shall be improperly performing said work, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Town Project Manager as being defective or unsuitable, or if at any time the owner shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time, they shall notify the contractor in writing, and if the contractor shall not within ten (10) calendar days thereafter, take such measures as will, in the judgment of the Owner, insure satisfactory performance, construction, and completion of the work, the Owner may notify the contractor to discontinue all work under this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit his Contract. The Owner may thereupon advertise and re-let a contract for the uncompleted work in the same manner as was followed in the letting of this Contract and charge the cost thereof to the original Contractor upon his Contract; and excess of cost arising therefrom over and above the original Contract price shall be charged against the original Contractor and his surety or sureties who shall be liable, therefore.
- B. If the Contractor shall assign this Contract or any money accruing thereon or approved thereon, or abandon the work, or shall refuse or neglect to comply with the instructions of the Owner or Town Project Manager relative thereto, or shall in any manner fail to comply with the specifications and stipulations herein contained, the Owner shall have the right to annul and cancel this Contract and proceed to advertise and re-let a contract for the unfinished work, and such annulment shall not entitle the Contractor to any claim for

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damages on account thereof, nor shall it affect the right of the Owner to recover damages on account of such failure.

22. PERMITS AND PROTECTION OF PUBLIC:

- A. The Contractor shall procure and pay all permits, licenses, and approvals necessary for the execution of his contract.
- B. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.
- C. The Contractor shall be required to observe all the ordinance in relation to obtaining permits for occupying, excavating or in anywise obstructing the streets, parking lots, and alleys. He shall erect and maintain barricades and sufficient safeguards around all excavations, embankments, or obstructions; he shall place sufficient red lights at or near the work, keep the same burning from sunset to sunrise, employ watchmen and strictly obey all laws and ordinances controlling or limiting those engaged on similar work.
- D. Where there are telephone, telegraph, light, or power poles; water mains, conduits, pipe, or drains; or other construction either public or private; in or on the streets, parking lots, or alleys; the work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.
- E. The Contractor will not be permitted to interfere with public or private travel and convenience by grading or tearing up streets, parking lots, or alleys indiscriminately, but the work of conducting the various items of this Contract shall proceed in an orderly, systematic, and progressive manner.

23. ROYALTIES AND PATENTS:

- A. The Contractor shall hold and save the owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the owner, unless otherwise specifically stipulated in the Contract Documents.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized and incorporated into the project must be paid to the holder of the patent, or his authorized licensee, directly by the Contractor and the cost for such fees included in bid price.
- C. If the Contractor uses any design, device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device, or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The contractor and/or his Sureties shall indemnify and save harmless the Owner, its officials, and employees, of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any

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trademark or copyright in connection with work agreed to be performed under this Contract and shall indemnify the Owner for any cost, expense including

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attorneys and appellate fees, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

24. MATERIALS AND MANUFACTURED ARTICLES:

- A. Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Town Project Manager, of equal substance and function. It shall not be purchased or installed by the Contractor without the Town Project Manager's written approval. Specific exceptions are explained in the Special Conditions (if any).
- B. If two or more brands, makes of material, manufactured articles, devices, or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, manufactured article, device, or equipment which, in the opinion of the Town Project Manager, is the recognized equal of that specified considering quality, workmanship and economy of operation, and is suitable for the purpose intended, may be accepted.
- C. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner.
- D. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.
- E. All material and workmanship shall in every respect, be in accordance with what, in the opinion of the Town Project Manager, is in conformity with approved modern practice.
- F. Wherever the Drawings, specifications or other Contract Documents, or the directions of the Town Project Manager admit of doubt as to what is permissible and/or fail to note the quality of any work, that interpretation will be made by the Town Project Manager, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.
- G. In all cases, new materials shall be used, unless this provision is waived by notice from the Owner or the Town Project Manager in writing.

25. LIST OF MATERIALS, FIXTURES AND EQUIPMENT:

- A. Within 15 days after receipt of Notice to Proceed and before any materials, fixtures or equipment are purchased, the Contractor shall submit for approval by the Town Project Manager a complete list of these materials, fixtures and equipment shown in the Special Conditions (if any), together with the names and addresses of the manufacturers, and their catalog number and trade

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names. The Contractor shall furnish other detailed information when so directed, under the various items. No consideration will be given to partial lists submitted from time to time except that approval of long delivery items of equipment may be requested individually. Approval of items will be based upon manufacturer's published ratings. Any such items listed which are not in accordance with the Specification requirements may be rejected, and the owner shall then have the right to select fixtures and equipment therefor. The Contractor shall furnish a statement giving a complete description of all points wherein the equipment he proposes to furnish does not comply with the Specifications as well as any exceptions he may take to the Specifications. Failure to furnish such statement will be interpreted to mean that the equipment meets all requirements of the Specifications.

- B. If the Contractor fails to submit for approval within the specified time a list of materials, fixtures, and equipment, in accordance with the preceding paragraph, the Town Project Manager may select a complete line of such items. Selections made by the Town Project Manager shall be final and binding and the items shall be furnished and installed by the Contractor without change in the contract price or time of completion.

26. SHOP DRAWINGS, SUBSTITUTIONS AND LIST OF MATERIALS

- A. Contractor shall comply with Section 01340 Shop Drawings, Working Drawings and Samples and Section 01600 Materials and Equipment of the Technical Specifications. Contractor shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures, and manufactured articles. The purpose of the Shop Drawings is to show the suitability, efficacy, technique of manufacture, installation requirements, and details of the item and evidence of its compliance or noncompliance with the Drawings and Specifications.
- B. Within 30 days of the Notice to Proceed or later date identified by the Owner the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Approval of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications.
- C. After the approval of the list of items required in Paragraph B, next above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.
- D. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show an approval thereon.
- E. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in Contractor's letter of transmittal. Failure to so point out such departures shall not relieve Contractor from his responsibility to comply with the Drawings and Specifications.
- F. Approval of the Shop Drawings shall constitute approval of the subject matter thereof only, and not of any structure, material, equipment, or apparatus shown or indicated. The approval of the Shop Drawings will be

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general and shall not relieve the Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or work required by the Contract and not indicated on the Drawings. No work called for by Shop Drawings shall be done until the Engineer has approved the said Drawings. Approval shall not relieve the Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

- G. No approval will be given to partial submittals of Shop Drawings for items, which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Engineer along with Engineer's comments as to compliance, non-compliance, or features requiring special attention.
- H. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in black ink.
- I. Contractor shall submit copies as provided in Section 01340 Shop Drawings, Working Drawings and Samples of the Technical Specifications (additional copies may be requested for multi-discipline related items) of each Shop Drawing to the Engineer. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- J. Contractor shall keep one set of Shop Drawings marked with the Engineer's approval at the job Site at all times.
- K. Engineer has been engaged by Owner to review each Shop Drawing submittal and the record drawings up to two times as may be necessary. Should a shop drawing or record drawing not receive final approval from the Engineer after two reviews, the cost of the Engineer's time for subsequent review of the submittal shall be paid by the Contractor. A Change Order shall be prepared to deduct this cost from the final Contract amount.

27. SUPPLEMENTARY DRAWINGS

- A. When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done, or to illustrate the work further, or to show any changes which may be required, Drawings, known as supplementary drawings, with specifications pertaining thereto shall be prepared by the Engineer
- B. The supplementary drawings shall be binding upon the Contractor with the same force as the Drawings. Where such supplementary drawings require either less or more than the estimated quantities or work, credit to the Owner or compensations therefor to the Contractor shall be subject to the terms of the agreement.

28. INSURANCE:

The Contractor shall take out and maintain during the life of this Contract such Insurance as stipulated in the "Instructions to Bidders."

29. INDEMNITY

The Contractor shall meet all requirements of item 21 set forth in the "Instruction to Bidders" section, during the life of this contract.

30. Item Not Used

31. Item Not Used

32. Item Not Used

33. PROTECTION OF WORK AND MATERIALS:

Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor. The Contractor shall provide suitable and adequate storage for materials and equipment during the progress of the work and be responsible for any loss or damage to the materials furnished him under other contracts, as well as those furnished by him, until the final acceptance of the completed work.

34. SUSPENSION OF WORK DUE TO WEATHER:

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Town Project Manager as to suspensions shall be final and binding. During the suspension of the work from any cause, it shall be suitably covered and protected so as to preserve it from injury by the weather or otherwise; and, if the Town Project Manager shall so direct, the rubbish and surplus material shall be removed. If, in the opinion of the Town Project Manager, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such material shall be removed and replaced at the expense of the Contractor.

35. SANITARY REGULATIONS:

Necessary sanitary conveniences for the use of laborers on the work shall be erected and maintained by the Contractor in such manner and at such points as shall be approved by the Town Project Manager. Their use shall be strictly enforced. The Contractor shall supply sufficient drinking water to his employees from such sources as shall be approved by the Town Project Manager and obey and enforce such sanitary regulations and take such precautions against infectious disease as the Town Project Manager may deem necessary. Should any infectious disease occur among his employees, he shall arrange for the immediate removal of the patient from the work and isolation of all persons connected with the work.

36. SHANTIES:

Should the Contractor build shanties, or other structures for housing men, tools, machinery, and supplies, they shall be permitted only at approved places, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed together with all rubbish and trash, at the expense of the Contractor.

37. GUARANTEES:

Contractors shall guarantee the equipment, materials, and labor performed under this Contract against any and all failure in proper use and operation for a period of one (1) year from date of final acceptance of the work completed under this Contract. Contractors shall also obtain, warranties from manufacturers for each piece of equipment furnished and/or installed, so that the manufacturer's warranty fully covers the equipment from date of shipment to Contractor through the period of one (1) year after date of final acceptance of the work completed under this Contract. Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

38. BUILDING PERMITS AND LICENSES:

The Contractor shall obtain all building and construction permits required for the work specified herein from the Town agency or department having jurisdiction over the work. The Contractor shall comply with all applicable codes and regulations and shall schedule and obtain inspections on all items requiring inspection.

39. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

The Town Project Manager shall decide all questions concerning the interpretation of the Drawings and Specifications pertaining to the character, quality, amount, and value of any work done and materials furnished under or by reason of this Contract and his estimate and decisions shall be final and conclusive.

40. CONTRACTOR TO CHECK DRAWINGS AND DATA:

- A. The Contractor shall verify all dimensions, quantities and details shown on the Drawings, supplementary drawings, schedules, or other data received from the Town Project Manager or the owner, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Town Project Manager, should any error or omission be discovered. All schedules are given for the convenience of the Town Project Manager and Contractor and are not guaranteed to be complete.
- B. Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the Specifications, he shall immediately give notice to the Town Project Manager of such conditions before they are disturbed. The Town Project Manager will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or

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Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Article 16 of the General Conditions.

41. DISPUTED WORK:

If the Contractor is of the opinion that any work required, necessitated, or ordered is not within the terms and provisions of this Contract, he must promptly notify the Town Project Manager, in writing, of his contentions with respect thereto and request a final determination thereon. If the Town Project Manager determines that the work in question is Contract work and not extra work, or that the order complained of is proper, he will direct the Contractor to proceed, and the Contractor must promptly comply. Final determination and decisions in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money therefor, until the matter in question has been determined.

42. NO WAIVER OF LEGAL RIGHTS:

- A. Inspection by the Town Project Manager or by any of his duly authorized representatives, any order, measurement or certificate by the Town Project Manager, any order by the Owner for the payment of money, any payment for or acceptance of any work or any extension of time, or any possession taken by the Owner shall not operate as a waiver of any provision of the Contract or any power therein reserved to the Owner or any right to damages therein provided. Any waiver of any breach of the Contract shall not be held to be a waiver of subsequent breach.
- B. The Owner reserved the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The Owner further reserves the right should conclusively proof of defective work on the part of the Contractor be discovered after the final payment has been made to claim and recover by proceeds of the law such sums as may be sufficient to correct the error or make good the defects in the work.
- C. Any waiver of any provision of the Contract Documents shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters.

43. INTENT AND CORRELATION OF DOCUMENTS:

- A. Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents. No deviation will be allowed from the Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials (except as may be specifically designated to be furnished by the Owner) equipment, and transportation necessary for the proper execution of the Work. Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the project as indicated or specified including a proper and suitable preparation, base or support, and a reasonable finish consistent with adjacent work which is shown or specified. Contractor shall make plural and complete all Work

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which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated. Contractor shall follow the Specifications and Drawings and execute all Work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all Work, including extra Work, performed under this Contract, whether performed either directly by the Contractor or by a Subcontractor.

B. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract documents, the order of precedence shall be as follows:

- Change Orders
- Contract
- Addenda
- Drawings
- Special Instructions
- Special Conditions
- General Conditions
- Bid Form

The Contract Documents are complementary, and what is called for by any shall be as The Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all.

Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall test all figures on the Drawings before laying out the work. The following shall apply in regard to drawing specifications:

1. Full size details shall take precedence over scale drawings and large-scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions.
 2. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions it shall be Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.
 3. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefore in Contractor's work without additional cost to the Owner.
- C. When resolving conflicts with the Drawings, the entire installation and each part thereof shall be constructed in the position required. The finished surfaces of structures shall conform to the elevation and/ or gradients

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specified, and all part of substructures and superstructures shall be in proper alignment and adjustment. Contractor shall provide all frames, cribbing, false work, scaffolds, shoring, guides, anchors, and temporary structures which may be necessary to obtain these results, although such will not, generally, be shown or noted on the Drawings; and the Contract Price(s) shall include and cover all such work, material, and construction. Any deviation from the Drawings, which may be found necessary or advantageous, will be determined by the Engineer.

44. DEFECTIVE WORK:

- A. If at any time, before final acceptance of the work or materials, defects therein shall be found, the Contractor shall promptly correct such defects, remove, and dispose of all defective or unsatisfactory work or materials, and supply others in accordance with the Contract. Previous construction of such work will not relieve the Contractor of the responsibility for good work or materials, although the defects may have been overlooked by the Town Project Manager or may have been the result of damage from any cause.
- B. Should the Contractor fail or refuse to remove and renew any defective work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the owner shall have the authority to cause the unacceptable or defective work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Any expense incurred by the owner in making these removals, renewals, or repairs, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the Contractor, or may be charged against the contract bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the Owner to declare the Contract forfeited, in which case the owner at its option may instruct the Town Project Manager to purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the work.
- C. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, or shall be charged against the contract bond. Any special work performed as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by him.
- D. At the request of the Town Project Manager, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for by Change Order, but should the work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense.

- E. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect be discovered or obligate the owner to final acceptance.
- F. If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner, its officials, and employees, against any such claim.

45. SEPARATE CONTRACT:

- A. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage for their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
- B. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town Project Manager any defects in such work that render it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute his acceptance, at his own risk, of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of the work under this Contract.
- C. To ensure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Town Project Manager any discrepancy between the executed work and the Drawings.

46. DISTRIBUTION OF WORK:

- A. Arrangement of the Specifications in sections under general titles descriptive of the principal materials or trades covered, is for convenience. This subdivision follows trade practice as far as deems practical without unreasonable complicated or minute breakdown. Under many divisions it has seemed proper to include items of other trades or types of materials, the use of the installation of which is closely related to the principal subject of that division. Such arrangement shall not operate to make the Town Project Manager an arbitrator to establish subcontract or trade limits between Contractor and subcontractor or trades.
- B. Contractor and all subcontractors shall study all of the Drawings and Specifications in sufficient detail to assure that all required items are included. It shall be the Contractor's responsibility to so arrange distribution of the work that all required items are provided by the proper trades and at the proper times, without controversy as to contract obligation, or as to jurisdiction, and he shall make all necessary adjustments to this end.

47. REFERENCE TO STANDARDS:

- A. Wherever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification, or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard. The following list of specifications are hereby made a part of the Contract the same as if they were incorporated by reference herein and repeated in full.

In the event of any conflict between any of these specifications, standards, codes, or tentative specifications, and the Specifications, the latter shall govern. In the event that one of the following conflicts with another, the decision as to which shall govern will be decided by the Town Project Manager, whose judgment will be final.

- B. Reference to a technical society, organization, or body may be made in the Specifications by abbreviations, in accordance with the following list:

AASHTO	for American Association of State Highway and Transportation Officials
ACI	for American Concrete Institute
AGMA	for American Gear Manufacturers' Association
IEEE	for Institute of Electrical and Electronic Engineers
AFBMA	for Anti-friction Bearing Manufacturers' Association
AISC	for American Institute of Steel Construction
ASCE	for American Society of Civil Engineers
ASTM	for American Society for Testing Materials
ASME	for American Society of Mechanical Engineers
AWSC	for American Welding Society Code
AWWA	for American Water Works Association
AWPA	for American Wood Preservers Association
CIPRA	for Cast Iron Pipe Research Association Fed. Spec. for Federal Specification
NEC	for National Electric Code
NEMA	for National Electrical Manufacturers Association
NLMA	for National Lumber Manufacturers Association
SAE	for Society of Automotive Engineers Standards
SHBI	for Steel Heating Boiler Institute
DOT	for Florida Department of Transportation
U.L., Inc.	for Underwriters' Laboratories, Inc.
ANSI	for American National Standards Institute
NFPA	National Fire Protection Association
FBC	for Florida Building Code

- C. When no reference is made to a code, standard, or specification, the standard specifications of the ASTM, the ANSI, the ASME, the IEEE, or the NEMA shall govern.

48. STOCKPILED MATERIAL:

No payment will be allowed for stockpiled material to be incorporated in the work unless specifically set forth in the Technical Specifications.

END OF SECTION

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**SPECIAL CONDITIONS
INDEX**

**BID NO. ITB 22-12
Built-Out Improvements for The Police Department**

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SPECIAL CONDITIONS

BID NO. ITB 22-12
Built-Out Improvements for The Police Department

1. SCOPE

Work under this Contract includes furnishing all materials, labor, tools, equipment, supervision, and incidentals necessary to construct the improvements as indicated on the Drawings and specified herein, and to perform all repair and replacement work necessary as a result of damages caused during this construction. All work shall be complete in place and ready for continuous operation.

2. GENERAL

The provisions of this Section shall modify and amplify the general requirements of other sections of these Specifications in specific instances and shall have full force and effect as if contained in each section.

3. APPLICABLE LAWS

The Contractor shall obey all applicable Federal, State, and local laws.

4. STANDARDS

Wherever in these Specifications certain standards or regulations are referred to by name and/or number, the applicable publication shall be the latest revision thereof.

5. QUALITY OF ITEMS

All material and equipment furnished for this project shall be new and unused and of domestic manufacture. Any materials or equipment which, in the opinion of the Owner, has become excessively weathered or damaged since manufacture shall not be considered as new.

6. ITEMS SPECIFIED ON DRAWINGS

Items of material, equipment, machinery, and the like may be specified on the Drawings and not in the Specifications. Such items shall be provided by the Contractor in accordance with the Specifications of the Drawings.

7. TIME OF COMPLETION (SCHEDULE)

- A. The work shall begin at the time stated in the "Notice to Proceed" issued to the Contractor and be completed within the allotted contract time set forth in the Contract.

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8. WORK SCHEDULE

As required in Article 6 of the General Conditions, the Contractor shall provide the Project Manager/Owner with a work schedule setting out in detail his/her plan for completing the work within the Completion Schedule. The work schedule shall indicate among other things the time required for ordering, manufacturing, and delivering of pipe and other materials. This work schedule shall be reviewed by the Project Manager/Owner and once approved shall serve as a guide to the progress of construction and the performance of the Contractor. No partial payments shall be approved for payment by the Project Manager/Owner until there is an approved work schedule on hand.

9. COORDINATION OF WORK

The Contractor may expect other construction to occur in the vicinity of this project during the course of the contract. In such instances, the Contractor will be required to cooperate fully so as to eliminate or minimize the creation of conflicts. Adjustments from time to time may be required in the Contractor's work location and/or schedule provided a reasonable notice is given by the Owner.

10. PAYMENT

- A. Payments for partial completion of lump sum items will be determined by the Project Manager/Owner based on the amount of work done.
- B. Payments for unit price items may be subject to a retention based on the amount of work remaining for full completion. It is anticipated that this retainage will primarily represent testing, restoration, etc., and should not exceed approximately ten percent of the unit price for the bid item as applied to the quantity being approved for payment. The percentage amount of this additional retainage will be determined by the Project Manager/Owner based on the amount of work done and is in addition to the retainage discussed in paragraph C. below.
- C. All pay items whether lump sum or unit price are subject to the ten percent retainage for each partial payment as specified in Article 17 of the General Conditions.

11. EXTRA QUANTITIES

Should it become necessary to increase the quantities of materials above those required to complete the work shown on the Drawings or specified herein due to changes in the design or layout of the works, the Contractor shall furnish and install such additional materials or make such additional excavation as ordered by the Owner in writing.

12. BID BREAKDOWN

The Bidder shall furnish a detailed breakdown of the costs used in preparing his/her Bid within thirty (30) days after Contract award. This breakdown, if approved, so furnished by the successful Bidder, shall become the basis for partial payments to be made to the Contractor in accordance with General Conditions. If the cost breakdown appears to be unbalanced, the detailed breakdown may be rejected, or the Owner may make such revisions as may be necessary to balance the various costs in the breakdown to arrive at a realistic cost breakdown.

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13. SALES TAX

The Contractor shall familiarize himself/herself with the requirements of the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the Owner.

14. RESPONSIBILITY FOR MATERIALS

The Contractor shall be responsible for all materials, equipment and supplies sold and delivered to the Owner until final inspection of the work and acceptance thereof by the Owner. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without cost to the Owner.

15. FINAL BILL OF MATERIALS

The Contractor shall be required to submit a final bill of materials with unit costs for each bid item requiring materials only. This shall be an itemized list of all materials with a unit cost for each material and the total shall agree with unit costs established for each Contract item.

16. INVOICES FOR MATERIAL ON SITE

To receive approval for progress payment on component material on site, the Contractor is required to submit to the Owner copies of the original paid invoices with the monthly estimate for all material to be approved for payment. This requirement applies to both lump sum and unit price items.

17. SALVAGE

Any existing equipment or material, including but not limited to, valves, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the Owner and if so shall be excavated, if necessary, and delivered to the Owner at a location directed by the Owner. Any equipment or material not worthy of salvaging shall be disposed of by the Contractor at a suitable location.

18. FIELD LAYOUT OF THE WORK

The entire responsibility for establishing and maintaining line and grade in the field lies with the Contractor. The cost of all such field layout and surveying work shall be included in the bid prices for the appropriate items and shall not result in any additional or separate cost to the Owner.

19. CONTRACTOR TO CHECK DRAWINGS AND DATA

The Contractor shall verify all dimensions, quantities, locations, materials, and details shown on the Drawings, supplementary drawings, schedules, or other data received from the Engineer, and shall notify him/her of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at his/her own expense. He/she will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Owner, should any error or omissions be discovered.

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All schedules are given for the convenience of the Owner and Contractor and are not guaranteed to be complete.

20. LOCATION AND PROTECTION OF UTILITIES

It shall be the Contractor's responsibility to ascertain the exact location of all utilities prior to construction regardless of information which may be indicated on the Drawings. Utilities shall be located and marked in the field. The Contractor shall take whatever steps are necessary to protect the utilities from damage. Any damages sustained by any utility as a result of operations under this Contract shall be promptly repaired or replaced at the sole expense of the Contractor and no additional money shall be due for this repair or replacement work under this Contract.

21. WORK ADJACENT TO UTILITIES

The attention of the Contractor is drawn to existing utilities in the construction area. The Contractor shall protect all existing utilities throughout the construction and shall contact the offices of Sunshine 811 and various utility companies, if necessary, at least 48 hours prior to the start of any construction.

22. OBSTRUCTIONS

- A. The attention of the Contractor is drawn to the fact that the Town hall is an occupied and under operation building, thus, the contractor must be aware of any adverse actions, which will affect the building operations at all times

23. MAINTENANCE OF OPERATION

- A. The Contractor shall fully cooperate at all times with the Owner in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible. Public health and safety considerations shall exceed all others and the Contractor's schedule, plans and work shall at all times be subject to alteration and revision if necessary for public health and safety considerations. The creation of a public nuisance will not be permitted.
- B. It may be necessary for the Contractor to interrupt the operation of the system. In all cases where the Contractor must cause an interruption, he/she shall prepare and submit and to the Owner seven (7) days prior to commencing the work, a complete description and his/her proposed procedure and a time schedule which he/she will guarantee. At least twenty-four (24) hours prior to the time proposed for starting the work the Contractor will be notified whether or not the work will be permitted as proposed.

- (1) The Owner reserve the right to require the Contractor to work 24 hours per day in all cases where, in their opinion, interference with operation of the system may result in dangerous health hazards or offensive conditions.
- (2) In no case will the Contractor be permitted to interfere with the existing system until all materials, supplies, equipment, tools, and incidentals necessary to complete the work are on the site. Back-up equipment on key equipment items shall be required on work necessitating interference with the existing system.

24. UTILITY (EXISTING & NEW)

The Contractor will plan his/her work and conduct his/her construction operations in cooperation with the various utility companies. The Contractor will use extreme caution where construction is performed in proximity to utilities, and the Owner will be notified when any work may conflict with utilities.

25. TESTING

- A. All testing not otherwise called for in these Specifications shall be directed by the Owner or his/her authorized agent.
- B. Unless otherwise specifically stated in the Drawings or Specifications, all laboratory expenses will be paid by the Contractor.
- C. The Contractor will be required, at his/her expense, to provide samples of materials to be tested, or make available or prepare sites for the testing procedures and supply any necessary equipment to make these tests in the field. The Contractor will be required to pay all expenses including the laboratory fees to ensure all work meets the minimum standards within the specified tolerances set forth in the Specifications.

26. SITE RESTORATION

The Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, irrigation systems, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocked, graveled, or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired, and restored to a condition acceptable to the Owner.

27. ENFORCEMENT OF SPECIFICATIONS

Copies of the Specifications will be placed in the hands of all the assistants to the Owner and Inspectors employed on the work, who shall enforce each and every requirement of the Contract. Such assistants shall have no authority to vary from such requirements.

28. SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated the Occupational Safety and Health Act of 1970 (PL 91596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 9154).

29. APPRENTICE AND TRAINEE EMPLOYMENT REQUIREMENTS

The Contractor shall comply with all provisions of Section 446.011, et.seq, Florida Statutes, as promulgated by Chapter 8AA4, Florida Administrative Code, as amended, which requires among other things that all contracts in excess of \$25,000:

- A. The Contractor or supplier agrees to make a diligent effort to hire for the performance of the contract a number of apprentices or trainees in each occupation which bears to the average number of journeymen in that occupation to be employed in the performance of the contract, the ratio of at least one apprentice or trainee to every five journeymen.
- B. The Contractor or supplier agrees, when feasible, to assure that 25 percent of such apprentices or trainees are in their first year of training, except when the number of apprentices or trainees to be to be hired is fewer than four.
- C. The Contractor or supplier agrees to submit, at three-month intervals, to the Bureau of Apprenticeship of the Division of Labor, records of employment by trade of the number of apprentices or trainees employed; race of all apprentices; the number of apprentices or trainees in Their first year of training; and total hours of work of all apprentices, trainees, and journeymen.
- D. The Contractor or supplier agrees to submit to the Bureau of Apprenticeship of the Division of Labor, at three-month intervals, a statement describing steps taken towards making a diligent effort in the hiring of apprentices and trainees and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

30. WORKING HOURS - HOLIDAYS

Work on the Contract shall not be performed during Sundays and state or Town legal holidays, except in time of emergency and then only under written permission from the project manager. Working hours should normally be restricted to the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday and 8:00 A.M. TO 5:00 P.M. Saturday.

31. STAGING AREA(S)

Contractor shall be permitted to stage work services in areas designated by the Town. Staging area(s)s for dumpster(s), work vehicle(s) and employee parking is identified on Exhibits A, B, C & D (attached).

32. SPECIAL REQUIREMENTS OF BROWARD COUNTY CDBG PROJECTS

The prime contractor shall and shall require each subcontractor to fulfill the county requirements by accepting referrals and interviewing eligible laborers and/or trainees. These eligible laborers and trainees shall fill entry-level positions in the contractor's construction work force and be provided with meaningful training in order to increase the likelihood that they be absorbed into the permanent work force upon completion of the project if the contractor has entry level positions available.

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TOWN OF PEMBROKE PARK PROJECT

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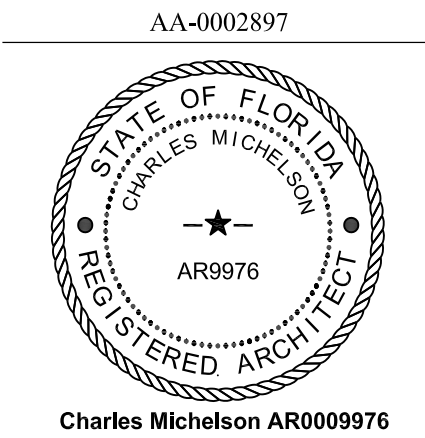
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PEMBROKE PARK POLICE DEPARTMENT

CLIENT		GENERAL NOTES	
TOWN OF PEMBROKE PARK 3150 SW 52ND AVENUE PEMBROKE PARK, FLORIDA 33023		GENERAL WORK NOTES 1. THIS SET OF DRAWINGS FOR PERMIT WORK ONLY. 2. CONTRACTOR TO VERIFY EXISTING AND NEW CONDITIONS AND REPORT DISCREPANCIES TO ARCHITECT PRIOR TO ANY CONSTRUCTION. 3. ALL WOOD IN CONTACT WITH MASONRY TO BE P.T. 4. PROVIDE HIGH WATER CLOSET, LAV, AND GRAB BARS IN HANDICAPPED REST ROOMS AS REQUIRED TO COMPLY WITH ALL HANDICAPPED CODES. INSULATE HOT WATER AND DRAIN PIPES AS REQUIRED. (SEE REST ROOM ELEVATIONS 1-4-7-FOR HANDICAPPED INSTALLATION REQUIREMENTS) 5. PROVIDE CERAMIC FLOOR TILE ANF BASE AT ALL REST ROOMS. ALL CERAMIC TILE GROUT TO BE SEALED. 6. PROVIDE M.R. TYPE GYPSUM WALLBOARD AT ALL RESTROOMS AND BEHIND JANITOR'S SINK. 7. PROVIDE EPOXY PAINT ON ALL RESTROOM WALLS. 8. CONTRACTOR TO PROVIDE 2 X 4 T. WOOD BLOCKING AS REQUIRED IN PARTITIONS BEHIND ALL SHELVEING, CABINETS & TOILET ROOM ACCESSORIES TO BE INSTALLED. CONTRACTOR TO COORDINATE EXACT LOCATION WITH TENANT. 9. CONTRACTOR TO PROVIDE CABINETRY SHOP DRAWINGS FOR TENANT APPROVAL. 10. CONTRACTOR TO COORDINATE ALL INTERIOR BUILT-INS AND INTERIOR FINISHES (FLOORING, CEILING, PAINT, PLASTIC LAMINATING, ETC.) TYPE, COLOR AND STYLE WITH TENANT PRIOR TO FABRICATION AND OR INSTALLATION. 11. PIPES AND WIRES PASSING THROUGH FIRE RATED PARTITION ASSEMBLIES ARE TO BE PROTECTED AS PER F.B.C. SECTION 104.6.1.3. SEE PIPE PENETRATION DETAIL. DUCT WORK FIRE RATED PARTITIONS SHALL BE PROTECTED WITH FIRE DAMPERS AS REQUIRED TO MEET CODE. 12. ALL EXISTING FIRE EXTINGUISHERS (IN THIS TENANT'S SPACE ONLY) LOCATED AT TIME OF SHELL CONSTRUCTION TO REMAIN AS SHOWN. 13. FLAMMABLE AND COMBUSTIBLE MATERIALS IF USED DURING CONSTRUCTION, SHALL BE HANDLED AND STORED IN ACCORDANCE WITH NFPA 30. 14. AISLES OF NOT LESS THAN 44" IN WIDTH SHALL BE ESTABLISHED TO PROVIDE ACCESS TO EXITS AND FIRE DEPARTMENT ACCESS DOORS. 15. ADDITIONAL EXIT SIGNS MIGHT BE REQUIRED BASED ON TENANTS FINAL FURNITURE INSTALLATION. TENANT TO PROVIDE AND INSTALL ADDITIONAL EXIT SIGNS AS REQUIRED PER FIRE DEPARTMENT APPROVAL. 16. THIS BUILDING HAS A COMPLETE FIRE SPRINKLER PROTECTION SYSTEM (SEE NEW FIRE SPRINKLER DRAWINGS BY OTHERS). REFLECTED CEILING NOTES 1. SPRINKLER HEAD LOCATIONS ARE NOT INDICATED ON THE REFLECTED CEILING PLANS. THE CONTRACTOR SHALL INSTALL SUFFICIENT HEADS IN ALL SPACES TO PROVIDE COMPLETE 100% AUTOMATIC SPRINKLER COVERAGE AS DEFINED IN NFPA STANDARDS 13 AND SECTION 1508 IN THE PROJECT MANUAL AND AS REQUIRED BY THE OWNER'S INSURANCE UNDERWRITER. SEE THE FIRE PROTECTION DRAWINGS FOR LOCATIONS OF THE SPRINKLER HEADS. 2. THE CONTRACTOR SHALL VERIFY THAT ACCESS PANELS OF APPROPRIATE SIZE AND TYPE ARE INSTALLED IN GYPSUM BOARD CEILINGS OR SOFFITS, IN CEMENT PLASTER CEILINGS OR SOFFITS, AND IN OTHER NON-ACCESSIBLE TYPE CEILINGS OR SOFFITS WHERE ACCESS, SERVICE OR ADJUSTMENT TO MECHANICAL, PLUMBING OR ELECTRICAL ITEMS MAY BE REQUIRED. ACCESS PANELS SHALL BE THE FIRE RATED TYPE EQUAL TO THE RATING OF THE CEILING OR SOFFIT IN WHICH THEY OCCUR. 3. ONLY CEILING MOUNTED EXIT LIGHTS ARE SHOWN ON THE REFLECTED CEILING PLANS. SEE THE ELECTRICAL DRAWINGS FOR LOCATIONS OF WALL MOUNTED EXIT LIGHTS. 4. SEE THE ELECTRICAL DRAWINGS AND/OR THE COMMUNICATIONS DRAWINGS FOR LOCATIONS OF CEILING MOUNTED SMOKE DETECTORS, SPEAKERS, DOME LIGHTS, FIRE ALARM DEVICES, ETC. 5. THE CONTRACTOR SHALL ADVISE THE OWNER AND TENANTS THAT AN 18" MINIMUM VERTICAL CLEARANCE SHALL BE MAINTAINED BETWEEN THE BOTTOM OF THE EXTENDED SPRINKLER HEADS AND THE TOP OF ANY FILLS, CEILINGS, ETC. (WHETHER CONTRACTOR OR OWNER FURNISHED), THE CONTRACTOR SHALL ALSO ADVISE THE OWNER AND THE TENANTS THAT ITEMS SHALL NOT BE PLACED OR STORED ON TOP OF SUCH SHELVEING SO THAT THIS CODE REQUIRED 18" MINIMUM VERTICAL CLEARANCE WILL BE MAINTAINED.	
PROJECT TEAM		GENERAL NOTES	
ARCHITECT: SALTZ MICHELSON ARCHITECTS 3501 GRIFFIN ROAD FORT LAUDERDALE, FLORIDA, 33312 TELEPHONE: (954) 266-2700 MECHANICAL & PLUMBING ENGINEER: GCA, INC 160 WEST GAMING REAL, SUITE 1,000 FORT LAUDERDALE, FLORIDA, 33316 TELEPHONE: (954) 921-7781 ELECTRICAL ENGINEER: EDA CONSULTING INC. 6982 GRIFFIN ROAD DAVIE, FLORIDA, 33314 TELEPHONE: (954) 982-6262 STRUCTURAL ENGINEER: JOHNSON STRUCTURAL GROUP 160 WEST GAMING REAL, SUITE 1,000 BOCA RATON, FLORIDA, 33432 TELEPHONE: (561) 982-8999		GENERAL NOTES 7. THE AMOUNT OF DUST RESULTING FROM DEMOLITION SHALL BE CONTROLLED TO PREVENT THE SPREAD OF DUST TO AVOID CREATION OF A NUISANCE IN THE SURROUNDING AREA. USE OF WATER WILL NOT BE PERMITTED WHEN IT WILL RESULT IN, OR CREATE, HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING AND POLLUTION. THE USE OF WATER WILL BE PERMITTED FOR MISTING AND WET FLOOR MOPPING. 8. ALL EXISTING SURFACES SUCH AS WALLS, FLOORS, CEILINGS, BASES, ETC. THAT ARE AFFECTED BY THESE ALTERATIONS ARE TO HAVE NEW MATERIAL AND FINISH AS REQUIRED TO MATCH ALL ADJACENT EXISTING FINISHES. 9. GENERAL CONTRACTOR SHALL DO ALL CUTTING AND PATCHING OF EXISTING CONCRETE SLABS, PARTITIONS, ETC., IN ACCORDANCE WITH STRUCTURAL ENGINEER'S INSTRUCTIONS AS MAY BE REQUIRED FOR ALL TRADES TO ACCOMPLISH ALL WORK REQUIRED BY THESE CONTRACT DOCUMENTS. CONTRACTOR SHALL DO ALL PATCHING AND PROVIDE NEW FINISHES TO MATCH EXISTING SO AS TO MAKE THE PATCHED AREA INDISCERNIBLE FROM THE EXIST. ADJACENT AREA. 10. UTILITY SERVICES: MAINTAIN EXISTING UTILITIES INDICATED TO REMAIN, KEEP IN SERVICE, AND PROTECT AGAINST DAMAGE DURING DEMOLITION OPERATIONS. 11. DO NOT INTERRUPT EXISTING UTILITIES SERVING OCCUPIED OR USE FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY AUTHORITIES HAVING JURISDICTION. 12. PROTECTION: PROVIDE TEMPORARY BARRICADES AND OTHER FORMS OF PROTECTION AS REQUIRED TO PROTECT GENERAL PUBLIC FROM INJURY DUE TO SELECTIVE DEMOLITION WORK. 13. PROVIDE PROTECTIVE MEASURES AS REQUIRED TO PROVIDE FREE AND SAFE PASSAGE OF OWNERS PERSONAL AND GENERAL PUBLIC TO AND FROM OCCUPIED PORTIONS OF BUILDINGS. 14. DO NOT SCALE DRAWINGS. 15. CONTRACTOR SHALL COORDINATE AND SUPERVISE HIS WORK AND WORK BY SUBCONTRACTORS. 16. THESE PLANS ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE USED, REPRODUCED, OR CHANGED IN ANY WAY WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ARCHITECT. 17. ALL MATERIALS AND WORK TO CONFORM TO LATEST GOVERNING BUILDING CODES AND REGULATIONS. 18. CONTRACTOR IS RESPONSIBLE FOR ONGOING CLEAN-UP AND REMOVAL OF ALL CONSTRUCTION DEBRIS.	
SCOPE OF WORK		GENERAL NOTES	
DEMOLITION OF EXISTING GROUND FLOOR IMPROVEMENTS AND CONSTRUCTION OF A NEW POLICE DEPARTMENT. INTERIOR IMPROVEMENTS INCLUDING OFFICES, EVIDENCE ROOMS, MEETING ROOMS, AND SMALL ARMORY.		GENERAL NOTES 1. THIS SET OF DRAWINGS FOR PERMIT WORK ONLY. 2. CONTRACTOR TO VERIFY EXISTING AND NEW CONDITIONS AND REPORT DISCREPANCIES TO ARCHITECT PRIOR TO ANY CONSTRUCTION. 3. ALL WOOD IN CONTACT WITH MASONRY TO BE P.T. 4. PROVIDE HIGH WATER CLOSET, LAV, AND GRAB BARS IN HANDICAPPED REST ROOMS AS REQUIRED TO COMPLY WITH ALL HANDICAPPED CODES. INSULATE HOT WATER AND DRAIN PIPES AS REQUIRED. (SEE REST ROOM ELEVATIONS 1-4-7-FOR HANDICAPPED INSTALLATION REQUIREMENTS) 5. PROVIDE CERAMIC FLOOR TILE ANF BASE AT ALL REST ROOMS. ALL CERAMIC TILE GROUT TO BE SEALED. 6. PROVIDE M.R. TYPE GYPSUM WALLBOARD AT ALL RESTROOMS AND BEHIND JANITOR'S SINK. 7. PROVIDE EPOXY PAINT ON ALL RESTROOM WALLS. 8. CONTRACTOR TO PROVIDE 2 X 4 T. WOOD BLOCKING AS REQUIRED IN PARTITIONS BEHIND ALL SHELVEING, CABINETS & TOILET ROOM ACCESSORIES TO BE INSTALLED. CONTRACTOR TO COORDINATE EXACT LOCATION WITH TENANT. 9. CONTRACTOR TO PROVIDE CABINETRY SHOP DRAWINGS FOR TENANT APPROVAL. 10. CONTRACTOR TO COORDINATE ALL INTERIOR BUILT-INS AND INTERIOR FINISHES (FLOORING, CEILING, PAINT, PLASTIC LAMINATING, ETC.) TYPE, COLOR AND STYLE WITH TENANT PRIOR TO FABRICATION AND OR INSTALLATION. 11. PIPES AND WIRES PASSING THROUGH FIRE RATED PARTITION ASSEMBLIES ARE TO BE PROTECTED AS PER F.B.C. SECTION 104.6.1.3. SEE PIPE PENETRATION DETAIL. DUCT WORK FIRE RATED PARTITIONS SHALL BE PROTECTED WITH FIRE DAMPERS AS REQUIRED TO MEET CODE. 12. ALL EXISTING FIRE EXTINGUISHERS (IN THIS TENANT'S SPACE ONLY) LOCATED AT TIME OF SHELL CONSTRUCTION TO REMAIN AS SHOWN. 13. FLAMMABLE AND COMBUSTIBLE MATERIALS IF USED DURING CONSTRUCTION, SHALL BE HANDLED AND STORED IN ACCORDANCE WITH NFPA 30. 14. AISLES OF NOT LESS THAN 44" IN WIDTH SHALL BE ESTABLISHED TO PROVIDE ACCESS TO EXITS AND FIRE DEPARTMENT ACCESS DOORS. 15. ADDITIONAL EXIT SIGNS MIGHT BE REQUIRED BASED ON TENANTS FINAL FURNITURE INSTALLATION. TENANT TO PROVIDE AND INSTALL ADDITIONAL EXIT SIGNS AS REQUIRED PER FIRE DEPARTMENT APPROVAL. 16. THIS BUILDING HAS A COMPLETE FIRE SPRINKLER PROTECTION SYSTEM (SEE NEW FIRE SPRINKLER DRAWINGS BY OTHERS). REFLECTED CEILING NOTES 1. SPRINKLER HEAD LOCATIONS ARE NOT INDICATED ON THE REFLECTED CEILING PLANS. THE CONTRACTOR SHALL INSTALL SUFFICIENT HEADS IN ALL SPACES TO PROVIDE COMPLETE 100% AUTOMATIC SPRINKLER COVERAGE AS DEFINED IN NFPA STANDARDS 13 AND SECTION 1508 IN THE PROJECT MANUAL AND AS REQUIRED BY THE OWNER'S INSURANCE UNDERWRITER. SEE THE FIRE PROTECTION DRAWINGS FOR LOCATIONS OF THE SPRINKLER HEADS. 2. THE CONTRACTOR SHALL VERIFY THAT ACCESS PANELS OF APPROPRIATE SIZE AND TYPE ARE INSTALLED IN GYPSUM BOARD CEILINGS OR SOFFITS, IN CEMENT PLASTER CEILINGS OR SOFFITS, AND IN OTHER NON-ACCESSIBLE TYPE CEILINGS OR SOFFITS WHERE ACCESS, SERVICE OR ADJUSTMENT TO MECHANICAL, PLUMBING OR ELECTRICAL ITEMS MAY BE REQUIRED. ACCESS PANELS SHALL BE THE FIRE RATED TYPE EQUAL TO THE RATING OF THE CEILING OR SOFFIT IN WHICH THEY OCCUR. 3. ONLY CEILING MOUNTED EXIT LIGHTS ARE SHOWN ON THE REFLECTED CEILING PLANS. SEE THE ELECTRICAL DRAWINGS FOR LOCATIONS OF WALL MOUNTED EXIT LIGHTS. 4. SEE THE ELECTRICAL DRAWINGS AND/OR THE COMMUNICATIONS DRAWINGS FOR LOCATIONS OF CEILING MOUNTED SMOKE DETECTORS, SPEAKERS, DOME LIGHTS, FIRE ALARM DEVICES, ETC. 5. THE CONTRACTOR SHALL ADVISE THE OWNER AND TENANTS THAT AN 18" MINIMUM VERTICAL CLEARANCE SHALL BE MAINTAINED BETWEEN THE BOTTOM OF THE EXTENDED SPRINKLER HEADS AND THE TOP OF ANY FILLS, CEILINGS, ETC. (WHETHER CONTRACTOR OR OWNER FURNISHED), THE CONTRACTOR SHALL ALSO ADVISE THE OWNER AND THE TENANTS THAT ITEMS SHALL NOT BE PLACED OR STORED ON TOP OF SUCH SHELVEING SO THAT THIS CODE REQUIRED 18" MINIMUM VERTICAL CLEARANCE WILL BE MAINTAINED.	
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MECHANICAL		GENERAL NOTES	
M-1 FLOOR PLAN M-2 NOTES, SCHEDULES AND LEGENDS		GENERAL NOTES 1. THIS SET OF DRAWINGS FOR PERMIT WORK ONLY. 2. CONTRACTOR TO VERIFY EXISTING AND NEW CONDITIONS AND REPORT DISCREPANCIES TO ARCHITECT PRIOR TO ANY CONSTRUCTION. 3. ALL WOOD IN CONTACT WITH MASONRY TO BE P.T. 4. PROVIDE HIGH WATER CLOSET, LAV, AND GRAB BARS IN HANDICAPPED REST ROOMS AS REQUIRED TO COMPLY WITH ALL HANDICAPPED CODES. INSULATE HOT WATER AND DRAIN PIPES AS REQUIRED. (SEE REST ROOM ELEVATIONS 1-4-7-FOR HANDICAPPED INSTALLATION REQUIREMENTS) 5. PROVIDE CERAMIC FLOOR TILE ANF BASE AT ALL REST ROOMS. ALL CERAMIC TILE GROUT TO BE SEALED. 6. PROVIDE M.R. TYPE GYPSUM WALLBOARD AT ALL RESTROOMS AND BEHIND JANITOR'S SINK. 7. PROVIDE EPOXY PAINT ON ALL RESTROOM WALLS. 8. CONTRACTOR TO PROVIDE 2 X 4 T. WOOD BLOCKING AS REQUIRED IN PARTITIONS BEHIND ALL SHELVEING, CABINETS & TOILET ROOM ACCESSORIES TO BE INSTALLED. CONTRACTOR TO COORDINATE EXACT LOCATION WITH TENANT. 9. CONTRACTOR TO PROVIDE CABINETRY SHOP DRAWINGS FOR TENANT APPROVAL. 10. CONTRACTOR TO COORDINATE ALL INTERIOR BUILT-INS AND INTERIOR FINISHES (FLOORING, CEILING, PAINT, PLASTIC LAMINATING, ETC.) TYPE, COLOR AND STYLE WITH TENANT PRIOR TO FABRICATION AND OR INSTALLATION. 11. PIPES AND WIRES PASSING THROUGH FIRE RATED PARTITION ASSEMBLIES ARE TO BE PROTECTED AS PER F.B.C. SECTION 104.6.1.3. SEE PIPE PENETRATION DETAIL. DUCT WORK FIRE RATED PARTITIONS SHALL BE PROTECTED WITH FIRE DAMPERS AS REQUIRED TO MEET CODE. 12. ALL EXISTING FIRE EXTINGUISHERS (IN THIS TENANT'S SPACE ONLY) LOCATED AT TIME OF SHELL CONSTRUCTION TO REMAIN AS SHOWN. 13. FLAMMABLE AND COMBUSTIBLE MATERIALS IF USED DURING CONSTRUCTION, SHALL BE HANDLED AND STORED IN ACCORDANCE WITH NFPA 30. 14. AISLES OF NOT LESS THAN 44" IN WIDTH SHALL BE ESTABLISHED TO PROVIDE ACCESS TO EXITS AND FIRE DEPARTMENT ACCESS DOORS. 15. ADDITIONAL EXIT SIGNS MIGHT BE REQUIRED BASED ON TENANTS FINAL FURNITURE INSTALLATION. TENANT TO PROVIDE AND INSTALL ADDITIONAL EXIT SIGNS AS REQUIRED PER FIRE DEPARTMENT APPROVAL. 16. THIS BUILDING HAS A COMPLETE FIRE SPRINKLER PROTECTION SYSTEM (SEE NEW FIRE SPRINKLER DRAWINGS BY OTHERS). REFLECTED CEILING NOTES 1. SPRINKLER HEAD LOCATIONS ARE NOT INDICATED ON THE REFLECTED CEILING PLANS. THE CONTRACTOR SHALL INSTALL SUFFICIENT HEADS IN ALL SPACES TO PROVIDE COMPLETE 100% AUTOMATIC SPRINKLER COVERAGE AS DEFINED IN NFPA STANDARDS 13 AND SECTION 1508 IN THE PROJECT MANUAL AND AS REQUIRED BY THE OWNER'S INSURANCE UNDERWRITER. SEE THE FIRE PROTECTION DRAWINGS FOR LOCATIONS OF THE SPRINKLER HEADS. 2. THE CONTRACTOR SHALL VERIFY THAT ACCESS PANELS OF APPROPRIATE SIZE AND TYPE ARE INSTALLED IN GYPSUM BOARD CEILINGS OR SOFFITS, IN CEMENT PLASTER CEILINGS OR SOFFITS, AND IN OTHER NON-ACCESSIBLE TYPE CEILINGS OR SOFFITS WHERE ACCESS, SERVICE OR ADJUSTMENT TO MECHANICAL, PLUMBING OR ELECTRICAL ITEMS MAY BE REQUIRED. ACCESS PANELS SHALL BE THE FIRE RATED TYPE EQUAL TO THE RATING OF THE CEILING OR SOFFIT IN WHICH THEY OCCUR. 3. ONLY CEILING MOUNTED EXIT LIGHTS ARE SHOWN ON THE REFLECTED CEILING PLANS. SEE THE ELECTRICAL DRAWINGS FOR LOCATIONS OF WALL MOUNTED EXIT LIGHTS. 4. SEE THE ELECTRICAL DRAWINGS AND/OR THE COMMUNICATIONS DRAWINGS FOR LOCATIONS OF CEILING MOUNTED SMOKE DETECTORS, SPEAKERS, DOME LIGHTS, FIRE ALARM DEVICES, ETC. 5. THE CONTRACTOR SHALL ADVISE THE OWNER AND TENANTS THAT AN 18" MINIMUM VERTICAL CLEARANCE SHALL BE MAINTAINED BETWEEN THE BOTTOM OF THE EXTENDED SPRINKLER HEADS AND THE TOP OF ANY FILLS, CEILINGS, ETC. (WHETHER CONTRACTOR OR OWNER FURNISHED), THE CONTRACTOR SHALL ALSO ADVISE THE OWNER AND THE TENANTS THAT ITEMS SHALL NOT BE PLACED OR STORED ON TOP OF SUCH SHELVEING SO THAT THIS CODE REQUIRED 18" MINIMUM VERTICAL CLEARANCE WILL BE MAINTAINED.	
ELECTRICAL		GENERAL NOTES	
E-2 FLOOR PLAN E-3 FLOOR PLAN - LIGHTING/FIRE ALARM		GENERAL NOTES 1. THIS SET OF DRAWINGS FOR PERMIT WORK ONLY. 2. CONTRACTOR TO VERIFY EXISTING AND NEW CONDITIONS AND REPORT DISCREPANCIES TO ARCHITECT PRIOR TO ANY CONSTRUCTION. 3. ALL WOOD IN CONTACT WITH MASONRY TO BE P.T. 4. PROVIDE HIGH WATER CLOSET, LAV, AND GRAB BARS IN HANDICAPPED REST ROOMS AS REQUIRED TO COMPLY WITH ALL HANDICAPPED CODES. INSULATE HOT WATER AND DRAIN PIPES AS REQUIRED. (SEE REST ROOM ELEVATIONS 1-4-7-FOR HANDICAPPED INSTALLATION REQUIREMENTS) 5. PROVIDE CERAMIC FLOOR TILE ANF BASE AT ALL REST ROOMS. ALL CERAMIC TILE GROUT TO BE SEALED. 6. PROVIDE M.R. TYPE GYPSUM WALLBOARD AT ALL RESTROOMS AND BEHIND JANITOR'S SINK. 7. PROVIDE EPOXY PAINT ON ALL RESTROOM WALLS. 8. CONTRACTOR TO PROVIDE 2 X 4 T. WOOD BLOCKING AS REQUIRED IN PARTITIONS BEHIND ALL SHELVEING, CABINETS & TOILET ROOM ACCESSORIES TO BE INSTALLED. CONTRACTOR TO COORDINATE EXACT LOCATION WITH TENANT. 9. CONTRACTOR TO PROVIDE CABINETRY SHOP DRAWINGS FOR TENANT APPROVAL. 10. CONTRACTOR TO COORDINATE ALL INTERIOR BUILT-INS AND INTERIOR FINISHES (FLOORING, CEILING, PAINT, PLASTIC LAMINATING, ETC.) TYPE, COLOR AND STYLE WITH TENANT PRIOR TO FABRICATION AND OR INSTALLATION. 11. PIPES AND WIRES PASSING THROUGH FIRE RATED PARTITION ASSEMBLIES ARE TO BE PROTECTED AS PER F.B.C. SECTION 104.6.1.3. SEE PIPE PENETRATION DETAIL. DUCT WORK FIRE RATED PARTITIONS SHALL BE PROTECTED WITH FIRE DAMPERS AS REQUIRED TO MEET CODE. 12. ALL EXISTING FIRE EXTINGUISHERS (IN THIS TENANT'S SPACE ONLY) LOCATED AT TIME OF SHELL CONSTRUCTION TO REMAIN AS SHOWN. 13. FLAMMABLE AND COMBUSTIBLE MATERIALS IF USED DURING CONSTRUCTION, SHALL BE HANDLED AND STORED IN ACCORDANCE WITH NFPA 30. 14. AISLES OF NOT LESS THAN 44" IN WIDTH SHALL BE ESTABLISHED TO PROVIDE ACCESS TO EXITS AND FIRE DEPARTMENT ACCESS DOORS. 15. ADDITIONAL EXIT SIGNS MIGHT BE REQUIRED BASED ON TENANTS FINAL FURNITURE INSTALLATION. TENANT TO PROVIDE AND INSTALL ADDITIONAL EXIT SIGNS AS REQUIRED PER FIRE DEPARTMENT APPROVAL. 16. THIS BUILDING HAS A COMPLETE FIRE SPRINKLER PROTECTION SYSTEM (SEE NEW FIRE SPRINKLER DRAWINGS BY OTHERS). REFLECTED CEILING NOTES 1. SPRINKLER HEAD LOCATIONS ARE NOT INDICATED ON THE REFLECTED CEILING PLANS. THE CONTRACTOR SHALL INSTALL SUFFICIENT HEADS IN ALL SPACES TO PROVIDE COMPLETE 100% AUTOMATIC SPRINKLER COVERAGE AS DEFINED IN NFPA STANDARDS 13 AND SECTION 1508 IN THE PROJECT MANUAL AND AS REQUIRED BY THE OWNER'S INSURANCE UNDERWRITER. SEE THE FIRE PROTECTION DRAWINGS FOR LOCATIONS OF THE SPRINKLER HEADS. 2. THE CONTRACTOR SHALL VERIFY THAT ACCESS PANELS OF APPROPRIATE SIZE AND TYPE ARE INSTALLED IN GYPSUM BOARD CEILINGS OR SOFFITS, IN CEMENT PLASTER CEILINGS OR SOFFITS, AND IN OTHER NON-ACCESSIBLE TYPE CEILINGS OR SOFFITS WHERE ACCESS, SERVICE OR ADJUSTMENT TO MECHANICAL, PLUMBING OR ELECTRICAL ITEMS MAY BE REQUIRED. ACCESS PANELS SHALL BE THE FIRE RATED TYPE EQUAL TO THE RATING OF THE CEILING OR SOFFIT IN WHICH THEY OCCUR. 3. ONLY CEILING MOUNTED EXIT LIGHTS ARE SHOWN ON THE REFLECTED CEILING PLANS. SEE THE ELECTRICAL DRAWINGS FOR LOCATIONS OF WALL MOUNTED EXIT LIGHTS. 4. SEE THE ELECTRICAL DRAWINGS AND/OR THE COMMUNICATIONS DRAWINGS FOR LOCATIONS OF CEILING MOUNTED SMOKE DETECTORS, SPEAKERS, DOME LIGHTS, FIRE ALARM DEVICES, ETC. 5. THE CONTRACTOR SHALL ADVISE THE OWNER AND TENANTS THAT AN 18" MINIMUM VERTICAL CLEARANCE SHALL BE MAINTAINED BETWEEN THE BOTTOM OF THE EXTENDED SPRINKLER HEADS AND THE TOP OF ANY FILLS, CEILINGS, ETC. (WHETHER CONTRACTOR OR OWNER FURNISHED), THE CONTRACTOR SHALL ALSO ADVISE THE OWNER AND THE TENANTS THAT ITEMS SHALL NOT BE PLACED OR STORED ON TOP OF SUCH SHELVEING SO THAT THIS CODE REQUIRED 18" MINIMUM VERTICAL CLEARANCE WILL BE MAINTAINED.	
PLUMBING		GENERAL NOTES	
P-1 FLOOR PLAN P-2 NOTES, SCHEDULES AND LEGENDS		GENERAL NOTES 1. THIS SET OF DRAWINGS FOR PERMIT WORK ONLY. 2. CONTRACTOR TO VERIFY EXISTING AND NEW CONDITIONS AND REPORT DISCREPANCIES TO ARCHITECT PRIOR TO ANY CONSTRUCTION. 3. ALL WOOD IN CONTACT WITH MASONRY TO BE P.T. 4. PROVIDE HIGH WATER CLOSET, LAV, AND GRAB BARS IN HANDICAPPED REST ROOMS AS REQUIRED TO COMPLY WITH ALL HANDICAPPED CODES. INSULATE HOT WATER AND DRAIN PIPES AS REQUIRED. (SEE REST ROOM ELEVATIONS 1-4-7-FOR HANDICAPPED INSTALLATION REQUIREMENTS) 5. PROVIDE CERAMIC FLOOR TILE ANF BASE AT ALL REST ROOMS. ALL CERAMIC TILE GROUT TO BE SEALED. 6. PROVIDE M.R. TYPE GYPSUM WALLBOARD AT ALL RESTROOMS AND BEHIND JANITOR'S SINK. 7. PROVIDE EPOXY PAINT ON ALL RESTROOM WALLS. 8. CONTRACTOR TO PROVIDE 2 X 4 T. WOOD BLOCKING AS REQUIRED IN PARTITIONS BEHIND ALL SHELVEING, CABINETS & TOILET ROOM ACCESSORIES TO BE INSTALLED. CONTRACTOR TO COORDINATE EXACT LOCATION WITH TENANT. 9. CONTRACTOR TO PROVIDE CABINETRY SHOP DRAWINGS FOR TENANT APPROVAL. 10. CONTRACTOR TO COORDINATE ALL INTERIOR BUILT-INS AND INTERIOR FINISHES (FLOORING, CEILING, PAINT, PLASTIC LAMINATING, ETC.) TYPE, COLOR AND STYLE WITH TENANT PRIOR TO FABRICATION AND OR INSTALLATION. 11. PIPES AND WIRES PASSING THROUGH FIRE RATED PARTITION ASSEMBLIES ARE TO BE PROTECTED AS PER F.B.C. SECTION 104.6.1.3. SEE PIPE PENETRATION DETAIL. DUCT WORK FIRE RATED PARTITIONS SHALL BE PROTECTED WITH FIRE DAMPERS AS REQUIRED TO MEET CODE. 12. ALL EXISTING FIRE EXTINGUISHERS (IN THIS TENANT'S SPACE ONLY) LOCATED AT TIME OF SHELL CONSTRUCTION TO REMAIN AS SHOWN. 13. FLAMMABLE AND COMBUSTIBLE MATERIALS IF USED DURING CONSTRUCTION, SHALL BE HANDLED AND STORED IN ACCORDANCE WITH NFPA 30. 14. AISLES OF NOT LESS THAN 44" IN WIDTH SHALL BE ESTABLISHED TO PROVIDE ACCESS TO EXITS AND FIRE DEPARTMENT ACCESS DOORS. 15. ADDITIONAL EXIT SIGNS MIGHT BE REQUIRED BASED ON TENANTS FINAL FURNITURE INSTALLATION. TENANT TO PROVIDE AND INSTALL ADDITIONAL EXIT SIGNS AS REQUIRED PER FIRE DEPARTMENT APPROVAL. 16. THIS BUILDING HAS A COMPLETE FIRE SPRINKLER PROTECTION SYSTEM (SEE NEW FIRE SPRINKLER DRAWINGS BY OTHERS). REFLECTED CEILING NOTES 1. SPRINKLER HEAD LOCATIONS ARE NOT INDICATED ON THE REFLECTED CEILING PLANS. THE CONTRACTOR SHALL INSTALL SUFFICIENT HEADS IN ALL SPACES TO PROVIDE COMPLETE 100% AUTOMATIC SPRINKLER COVERAGE AS DEFINED IN NFPA STANDARDS 13 AND SECTION 1508 IN THE PROJECT MANUAL AND AS REQUIRED BY THE OWNER'S INSURANCE UNDERWRITER. SEE THE FIRE PROTECTION DRAWINGS FOR LOCATIONS OF THE SPRINKLER HEADS. 2. THE CONTRACTOR SHALL VERIFY THAT ACCESS PANELS OF APPROPRIATE SIZE AND TYPE ARE INSTALLED IN GYPSUM BOARD CEILINGS OR SOFFITS, IN CEMENT PLASTER CEILINGS OR SOFFITS, AND IN OTHER NON-ACCESSIBLE TYPE CEILINGS OR SOFFITS WHERE ACCESS, SERVICE OR ADJUSTMENT TO MECHANICAL, PLUMBING OR ELECTRICAL ITEMS MAY BE REQUIRED. ACCESS PANELS SHALL BE THE FIRE RATED TYPE EQUAL TO THE RATING OF THE CEILING OR SOFFIT IN WHICH THEY OCCUR. 3. ONLY CEILING MOUNTED EXIT LIGHTS ARE SHOWN ON THE REFLECTED CEILING PLANS. SEE THE ELECTRICAL DRAWINGS FOR LOCATIONS OF WALL MOUNTED EXIT LIGHTS. 4. SEE THE ELECTRICAL DRAWINGS AND/OR THE COMMUNICATIONS DRAWINGS FOR LOCATIONS OF CEILING MOUNTED SMOKE DETECTORS, SPEAKERS, DOME LIGHTS, FIRE ALARM DEVICES, ETC. 5. THE CONTRACTOR SHALL ADVISE THE OWNER AND TENANTS THAT AN 18" MINIMUM VERTICAL CLEARANCE SHALL BE MAINTAINED BETWEEN THE BOTTOM OF THE EXTENDED SPRINKLER HEADS AND THE TOP OF ANY FILLS, CEILINGS, ETC. (WHETHER CONTRACTOR OR OWNER FURNISHED), THE CONTRACTOR SHALL ALSO ADVISE THE OWNER AND THE TENANTS THAT ITEMS SHALL NOT BE PLACED OR STORED ON TOP OF SUCH SHELVEING SO THAT THIS CODE REQUIRED 18" MINIMUM VERTICAL CLEARANCE WILL BE MAINTAINED.	

PEMBROKE PARK POLICE DEPARTMENT
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PEMBROKE PARK, FLORIDA 33023



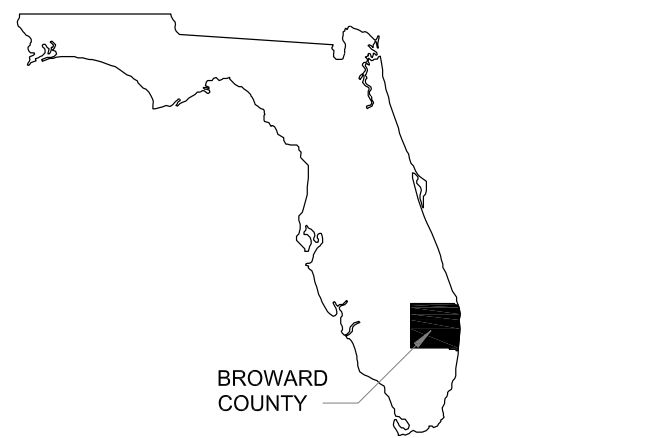
Project No.:
2022-115
Drawn By:
EQ
Checked By:
CM
Date:
October 6, 2022

REVISIONS

COVER SHEET

A0.0

COUNTY LOCATION MAP



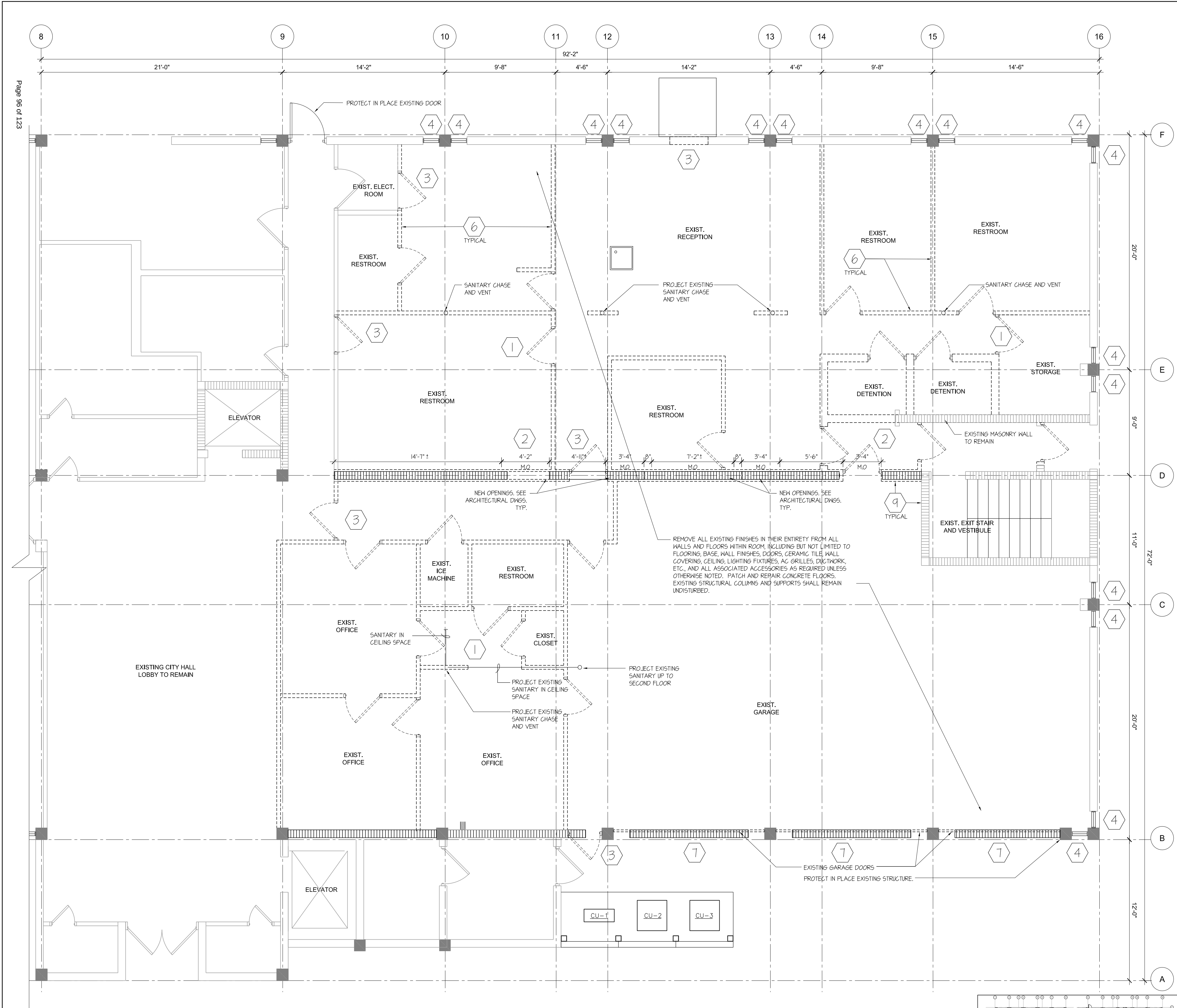
AERIAL MAP



LOCATION MAP

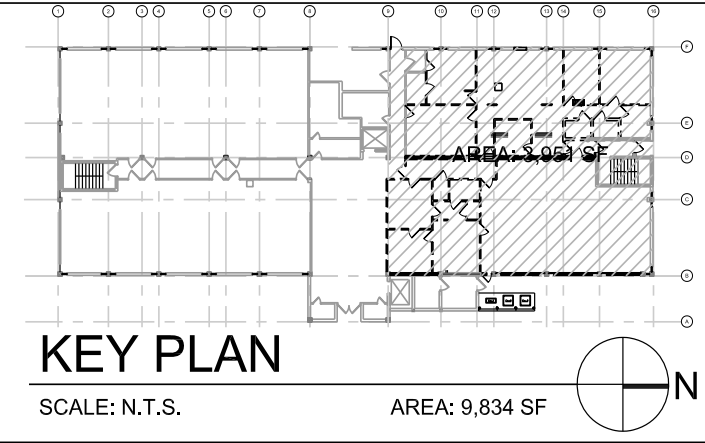


PROJECT LOCATION



1 DEMOLITION FLOOR PLAN
D1.0 SCALE: 1/4" = 1'-0"

LEGEND			
	EXISTING WALL TO REMAIN		EXISTING DOORS TO BE DEMOLISHED
	EXISTING WALL TO BE DEMOLISHED		EXISTING STOREFRONT TO REMAIN
	EXISTING STRUCTURAL COLUMNS TO REMAIN		



- GENERAL DEMOLITION NOTES
- COORDINATE DEMOLITION DRAWINGS WITH ALL DISCIPLINES, INCLUSIVE OF ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING & STRUCTURAL.
 - THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR HAULING AND LEGALLY DISPOSING OF MATERIALS REMOVED IN DEMOLITION WORK.
 - THE PROCEDURES PROPOSED FOR THE ACCOMPLISHMENT OF SALVAGE AND DEMOLITION WORK SHALL BE SUBMITTED FOR REVIEW. THE PROCEDURES SHALL PROVIDE FOR SAFE CONDUCT OF THE WORK, CAREFUL REMOVAL AND DISPOSITION OF MATERIALS, PROTECTION OF PROPERTY, COORDINATION WITH WORK OF OTHERS IN PROGRESS, AND TIMELY DISCONNECTION OF UTILITY SERVICES. THE PROCEDURES SHALL INCLUDE A DETAILED DESCRIPTION OF METHODS AND EQUIPMENT TO BE USED FOR EACH OPERATION AND THE SEQUENCE OF OPERATION.
 - TITLE TO ALL MATERIALS AND EQUIPMENT TO BE DEMOLISHED AND REMOVED EXCEPTING ITEMS INDICATED TO BE TURNED OVER TO THE OWNER IS VESTED IN THE CONTRACTOR AT START OF PROJECT. ALL PLUMBING FIXTURES, LIGHTING FIXTURES, A/C, EQUIPMENT, APPLIANCES, TRAYS, SPECIALTY ITEMS, ETC. SHALL BE EVALUATED BY A REPRESENTATIVE OF THE OWNER, AS TO THE STATUS OF THEIR REMOVAL. THE OWNER WILL NOT BE RESPONSIBLE FOR THE CONDITIONS, LOSS OR DAMAGE OF SUCH PROPERTY AFTER NOTICE TO PROCEED.
 - THE CONTRACTOR IS REQUIRED TO VISIT THE JOB SITE TO DETERMINE THE EXTENT OF WORK INVOLVED WITH THE CHANGES SHOWN AND FOR DETERMINING THE WORK THAT NEEDS TO BE ACCOMPLISHED AS PART OF HIS/HER BID. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND ALLOW FOR ANY CHANGES THAT MAY BE MADE DURING THE COMPLETION OF THE JOB. CONTRACTOR SHALL BE AWARE THAT NOT ALL EXISTING DEVICES HAVE BEEN INDICATED ON THE DRAWINGS AND THAT SOME EXISTING ELECTRICAL DEVICES MAY NOT HAVE BEEN SHOWN IN THEIR ACTUAL LOCATION. CONTRACTOR SHALL INFORM ARCHITECT/ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN ACTUAL EXISTING CONDITIONS AND INFORMATION INDICATED AS "EXISTING" ON PLANS WHICH WILL IMPED THE COMPLETION OF THIS JOB PRIOR TO BEGINNING OF WORK.
 - ALL SUBCONTRACTORS SHALL COMPLY WITH ALL LOCAL JURISDICTIONAL REQUIREMENTS FOR WORKING HOURS AND NOISE ORDINANCE.
 - THE WORK SHALL INCLUDE THE FURNISHING OF ALL MATERIALS, CUTTING, EXTENDING, CONNECTING, REPAIRING, ADAPTING, AND OTHER WORK CONJUNCTIVE HERETO, TOGETHER WITH SUCH TEMPORARY INSTALLATIONS AS MAY BE NECESSARY TO SATISFY THE DEMOLITION PROGRAM. APPROVAL SHALL BE SECURED FROM THE LANDLORD/ARCHITECT AND STRUCTURAL ENGINEER PRIOR TO CUTTING/DRILLING ANY STRUCTURAL SUPPORT.
 - GC SHALL DETERMINE AND COORDINATE EXTENT OF DEMOLITION WORK AND PRESERVE ANY ELECTRICAL, MECHANICAL AND PLUMBING EQUIPMENT (IF ANY) THAT WILL REMAIN IN THE WORK AREA, UNO.
 - PROTECTION OF PERSONS AND PROPERTY SHALL BE PROVIDED THROUGHOUT THE PROGRESS OF THE WORK.
 - CONTRACTOR SHALL ADHERE TO ALL OSHA RULES AND REGULATIONS AND SHALL PROVIDE ITS EMPLOYEES WITH ALL SAFETY PROVISIONS SUCH AS SAFETY EQUIPMENT, FIRST AID KITS, DRINKING WATER AND ICE. HE/NEEDS TO PERFORM THIS SCOPE OF WORK IN A SAFE MANNER. SUBCONTRACTOR SHALL ALSO PROVIDE A PROJECT SPECIFIC SAFETY PLAN FOR THE PROJECT THAT ADDRESSES THE ISSUES ASSOCIATED WITH THE CONSTRUCTION OF THE STRUCTURE INCLUDING MEANS, METHODS & PROVISIONS TO MEET THE REQUIREMENTS.
 - THE DEMOLITION PROCEDURES SHALL PROVIDE FOR SAFE CONDUCT OF THE WORK, PROTECTION OF PERSONNEL, CAREFUL REMOVAL, AND DISPOSITION OF MATERIALS SPECIFIED TO BE SALVAGED. PROTECTION OF PROPERTY TO REMAIN UNDISTURBED. COORDINATION WITH OTHER WORK IN PROGRESS, AND TIMELY DISCONNECTION OF UTILITY SERVICES.
 - PRIOR TO COMMENCEMENT OF DEMOLITION, ALL AFFECTED UTILITIES SHALL BE DISCONNECTED AND SECURED UNLESS OTHERWISE INDICATED OR DIRECTED.
 - ACTUAL LOCATIONS OF EXISTING UTILITIES AND MAIN BUILDING SERVICES (I.E., ELECTRICAL FEEDS, MAIN PLUMBING LINES, FIRE SPRINKLER LINE, ETC.) TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION AS REQUIRED. ALL EXISTING UTILITIES AND MAIN BUILDING SERVICES SHALL BE PROTECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE INCURRED DURING THE CONSTRUCTION AND SHALL REPAIR SAID DAMAGES AT HIS EXPENSE.
 - WHERE DEMOLITION WORK REQUIRES TEMPORARY INTERRUPTION OF ELECTRICAL, TELEPHONE, TV, ALARM OR COMMUNICATION SERVICES, RESPECTIVE UTILITIES AND/OR COMPANY REPRESENTATIVES SHALL BE NOTIFIED AS NECESSARY, AND ALL WORK DONE SHALL BE UNDER SUPERVISION AND THEIR ESTABLISHED STANDARDS.
 - EXISTING WORK TO REMAIN SHALL BE PROTECTED FROM DAMAGE. WORK DAMAGED BY THE CONTRACTOR NOT INDICATED TO BE REMOVED, SHALL BE REPAIRED, RESTORED AND/OR REPLACED TO EQUAL OR BETTER CONDITION THAN EXISTING PRIOR TO DAMAGE.
 - REMOVAL OF EXISTING MATERIALS AND EQUIPMENT SHALL BE PERFORMED IN A MANNER WHICH WILL NOT DAMAGE SUCH ITEMS. ALL REMOVED ITEMS ARE TO BE PROPERLY DISPOSED. CONTRACTOR SHALL COORDINATE DISPOSAL OF SOLID MATERIALS WITH BUILDING OWNER/REPRESENTATIVE. NO STORAGE SHALL BE ALLOWED DURING DEMOLITION, UNLESS AUTHORIZED BY LANDLORD.
 - CONTRACTOR SHALL PERFORM DAILY CLEANUP AND REMOVAL OF ALL DEBRIS GENERATED BY THIS SCOPE OF WORK. DEMOLITION SUBCONTRACTOR TO PROVIDE DUMPSTER FOR OWN WORK AND TRASH REMOVAL FROM SITE, ONLY. FOR OWN WORK, INCLUDE CLEANING AND/OR SHEEPING OF EXISTING ROADWAYS AND WALKS ADJACENT TO THE SITE. DAILY IF NEEDED TO CLEAN UP AFTER OWN EQUIPMENT AND OPERATIONS.
 - ALL MATERIALS AND DEBRIS ARE TO BE REMOVED FROM SITE AND DISPOSED OF IN A LEGAL MANNER ACCORDING TO ALL MUNICIPALITIES AND GOVERNMENTAL AGENCIES HAVING JURISDICTION.
 - WHERE EXISTING WORK IS DAMAGED IN THE EXECUTION OF THIS CONTRACT, OR WHERE OPENINGS ARE LEFT DUE TO THE REMOVAL OF PIPES, EQUIPMENT OR APPARATUS, THE SAME SHALL BE REPAIRED OR CLOSED UP TO CORRESPOND IN MATERIAL, QUALITY, SHAPE AND FINISH WITH THAT OF SIMILAR AND ADJOINING WORK, UNLESS OTHERWISE CALLED FOR. WHERE DAMAGE IS IRREPAIRABLE, NEW ITEMS OR EQUIPMENT SHALL BE PROVIDED.
 - CONTRACTOR SHALL PROVIDE ALL NECESSARY WATERPROOFING, FIRE STOPPING AND SEALING OF PENETRATIONS LEFT FROM REMOVED EQUIPMENT OR PRODUCED BY THIS WORK.
 - PROTECT ITEMS AS SPECIFIED BY OWNER/OWNER REPRESENTATIVE TO PROTECT FROM DUST AND DEBRIS. CONTRACTOR SHALL INSTALL FILTER MEDIA TO THE HVAC AND RETURN, AND ALSO UNDER ALL DOORS TO COMMON AREAS BUILDING CORE. CONTRACTOR TO SUPPLY (2) 5000 CFM HEPA FILTRATION UNITS DURING DEMOLITION PHASE. CONTRACTOR SHALL FOLLOW ALL BUILDING RULES & REGULATIONS.
 - WHERE EXISTING WALLS, CEILINGS, AND FIXTURES HAVE BEEN REMOVED, AREAS SHALL BE PATCHED TO MATCH EXISTING FINISHES, OR FINISHES TO BE ADDED AS PER PLANS, INTERIOR DESIGNER, OR AS PER OWNER REPRESENTATIVE.
 - GARBAGE REMOVAL SHOULD BE BY COVERED CART ONLY.
 - DEMOLITION SHALL BE LIMITED TO DAYTIME HOURS ONLY.
 - DO NOT DISRUPT THE INTEGRITY OF THE EXISTING STRUCTURAL SYSTEM. CONFIRM LOCATION OF EXISTING STRUCTURAL SUPPORTS AND MEMBERS PRIOR TO CORE DRILLING AND/OR CUTTING OPENINGS FOR NEW PLUMBING AND/OR MECHANICAL LINES. CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY CONFLICTS.
 - COORDINATE ALL PHASES OF THE WORK WITH THE OWNER REPRESENTATIVE PRIOR TO PROCEEDING.

- SPECIFIC DEMOLITION NOTES
- ALL INTERIOR IMPROVEMENTS TO BE REMOVED IN THEIR ENTIRETY. ALL DOORS, CEILING LIGHTS, MECHANICAL PLUMBING ETC. FLOORING, AND OTHERS FINISHES. REMOVE ALL DRYWALL FROM PERIMETER AND MASONRY WALLS. PROTECT EXISTING SPRINKLER SYSTEM AND FIRE ALARM SYSTEM. MAKE SURE NOT TO IMPACT ADJACENT TENANT SPACES UTILITIES OR ALARMS. ALL EMPTY CONDUITS AND LOW VOLTAGE ABANDONED LINES SHALL BE REMOVED IN THEIR ENTIRETY. MASONRY WALLS ARE TO REMAIN UNLESS OTHERWISE NOTED.
 - PORTIONS OF EXISTING MASONRY WALLS TO BE REMOVED AT IDENTIFIED LOCATIONS. PROVIDE STRUCTURAL REPAIRS AS DETAILED.
 - LAYOUT THE ENTIRE SPACE DIMENSIONALLY PRIOR TO ANY WALLS BEING CUT.
 - EXISTING DOORS AND WINDOWS TO BE REMOVED.
 - EXISTING STOREFRONT WINDOWS TO BE REMOVED. SEE FLOOR PLANS AND ELEVATIONS FOR NEW HURRICANE IMPACT WINDOW AND DOOR LOCATIONS. EXISTING HURRICANE ACCORDION SHUTTERS TO REMAIN.
 - EXISTING MASONRY TO BE REMOVED FOR NEW WINDOWS AND DOORS. SEE STRUCTURAL DETAILS FOR REPAIR REQUIREMENTS.
 - EXISTING WALLS TO BE REMOVED IN THEIR ENTIRETY.
 - EXISTING GARAGE DOOR, FRAME AND ALL HARDWARE SHALL BE REMOVED. EXISTING OPENINGS SHALL BE CLOSED WITH MASONRY PER DETAILS.
 - EXISTING EXTERIOR DOOR AND FRAME SHALL BE REMOVED AND OPENING BLOCKED UP.
 - EXISTING MASONRY WALL TO REMAIN.
 - EXISTING SANITARY LINES, WATER LINES, ELECTRICAL FEEDERS AND OTHER INFRASTRUCTURE MUST BE PROTECTED AND MAINTAINED DURING CONSTRUCTION.

NOTES

CONTRACTOR MUST FIELD INVESTIGATE ALL EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ALL QUESTIONS, CONCERNS, AND/OR DISCREPANCIES SHALL BE SUBMITTED AS PRE-BID RFIS FOR CLARIFICATION BY THE ARCHITECT. OTHERWISE, IT WILL BE ASSUMED THAT THE CONTRACTOR HAS INCLUDED ALL NECESSARY LABOR, MATERIAL, AND SYSTEMS IN HIS BID TO COMPLETE THE WORK AS INTENDED AT NO ADDITIONAL COST TO THE OWNER.

REPAIR AND/OR REPLACE DAMAGED DRYWALL AND INSULATION AT EXTERIOR WALLS AS REQUIRED.

CONTRACTOR MUST LOCATE AND PROTECT UTILITIES AND SANITARY LINES COMING FROM THE UPPER FLOORS. UPPER FLOORS MUST REMAIN IN OPERATION DURING THE COURSE OF CONSTRUCTION.

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STATE OF FLORIDA
CHARLES MICHELSON
REGISTERED ARCHITECT
AR9976

Charles Michelson AR0009976

Project No.:
2022-115
Drawn By:
EQ
Checked By:
CM
Date:
October 6, 2022

REVISIONS

DEMOLITION PLAN

D.1

Drawing name: S:\Projects\2022\2022-115\DWG\2022-115_D1.0.dwg Layout Name: D1.0 Printed by: ewall@f Printed on: 10/06/2022 2:38pm

LEGEND	
	EXISTING WALL TO REMAIN
	NEW WALL
	1 - HOUR FIRE RATED PARTITION
	EXISTING STRUCTURAL COLUMN
	ELEVATION SYMBOL
	DOOR SYMBOL
	WALL TYPE
	DUPLEX
	QUAD
	IT/DATA

NOTE

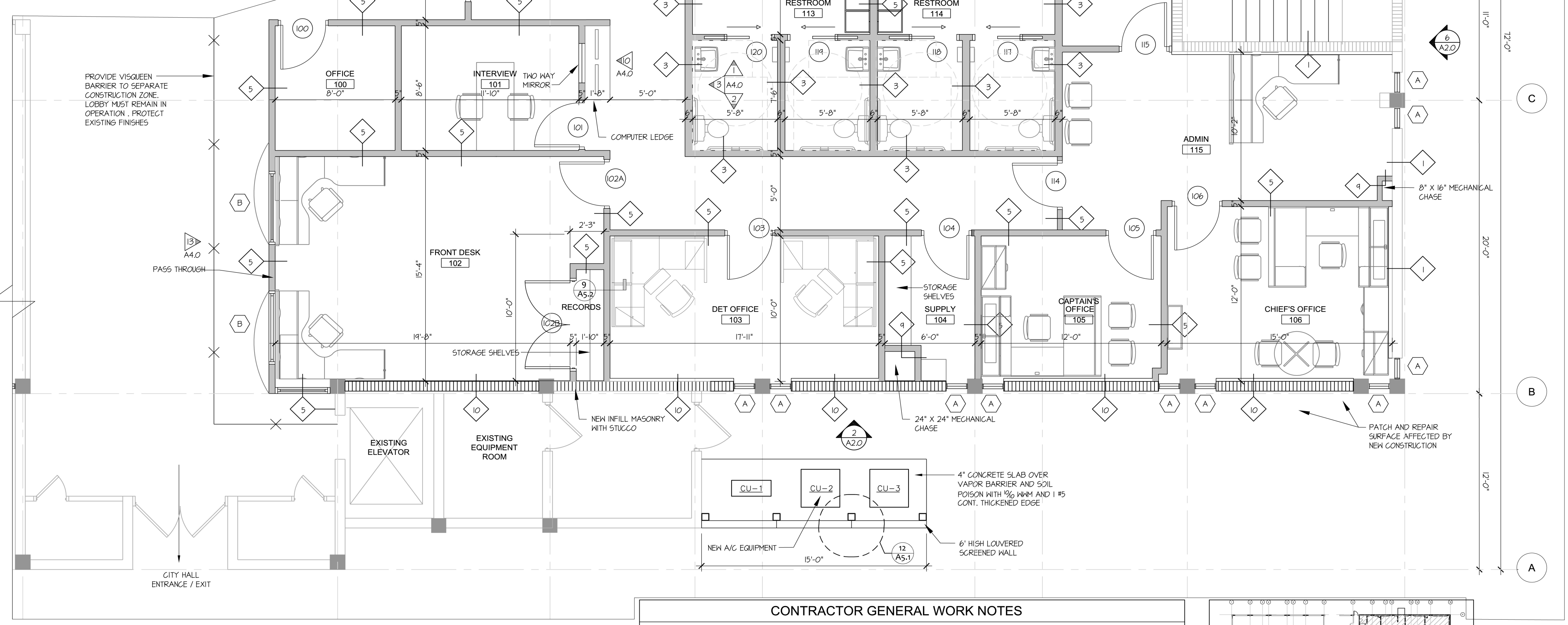
ALL FURNITURE BY OWNER. LOCKERS AND EVIDENCE LOCKERS INCLUDED IN CONTRACT.

PLUMBING NOTE

GENERAL CONTRACTOR SHALL NOT PLACE ANY NEW PIPING WITHIN THE FIRE RATED DEMISING WALLS. GENERAL CONTRACTOR SHALL CHASE OUT FOR THIS PLUMBING.

CONTRACTOR NOTE

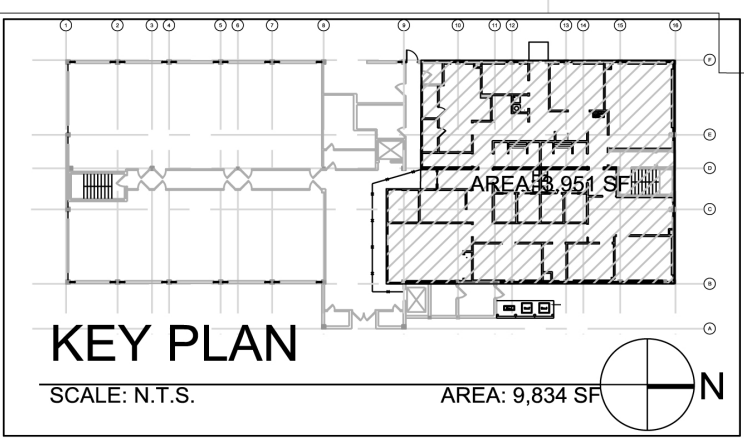
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1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

CONTRACTOR GENERAL WORK NOTES

- NOISE CREATED BY THE WORK SHALL BE KEPT TO A MINIMUM SO AS NOT TO INTERFERE WITH THE DAILY OPERATIONS OF THE ADJACENT TENANTS. EXERCISE EXTREME CAUTION TO AVOID ANY NOISE AND/OR VIBRATION THAT WOULD ADVERSELY AFFECT THE SURGERY CENTER ON THE FLOOR BELOW DURING NORMAL BUSINESS HOURS. COORDINATE WORK OPERATIONS WITH THE LANDLORD.
- TENANT SPACE ABOVE AREAS OF WORK IS OCCUPIED. ALL UNDER SLAB PLUMBING WORK AND/OR ELECTRICAL WORK SHALL BE DONE AT NIGHTS AND/OR WEEKENDS. COORDINATE WORK OPERATIONS WITH THE LANDLORD. TENANT SPACE BELOW AREA OF WORK IS REPORTED TO HAVE ACOUSTICAL TILE CEILINGS. PATCH & REPAIR ALL CEILINGS THAT ARE DAMAGED BY THE WORK & PROTECT ALL EXISTING FURNITURE & EQUIPMENT FROM DAMAGE & DUST DUE TO THE WORK. MAINTAIN EXISTING TENANT SPACE IN PRE-WORK CONDITION.
- ALL FURNISHINGS SHALL BE FURNISHED AND INSTALLED BY THE OWNER'S VENDOR. CONTRACTOR TO COORDINATE ALL WORK AND FURNISH AND INSTALL ALL REQUIRED ELECTRICAL HOOK-UPS AND/OR FLOOR RECEPTACLES AS REQUIRED.
- AREA OF NEW WORK IS LOCATED IN EXISTING SPACE. CONTRACTOR SHALL REMOVE EXISTING ITEMS AS NOTED ON THE DRAWINGS AND AS REQUIRED TO COMPLETE ALL NEW WORK AS INTENDED. PREP EXISTING WALLS AND/OR



- GENERAL NOTES**
- PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR SHALL VISIT THE SITE OF THE WORK AND EXAMINE THE PLANS AND IT WILL BE ASSUMED THAT THE CONTRACTOR HAS INVESTIGATED AND IS FULLY INFORMED AS TO THE CONDITIONS AND MATERIALS TO BE ENCOUNTERED AS TO CHARACTER, QUALITY AND QUANTITIES OF WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED AND AS TO THE REQUIREMENTS OF THE PLANS.
 - THE CONTRACTOR TO SECURE AND PAY FOR ALL REQUIRED PERMITS PRIOR TO PROCEEDING WITH THE WORK.
 - ALL DIMENSIONS SHOWN ARE TO BE VERIFIED IN THE FIELD AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING WITH THE WORK. DO NOT SCALE PLANS.
 - ALL OUTLETS AND PHONE JACKS AT CABINERY LOCATIONS SHALL BE ABOVE COUNTER AT SPLASH HEIGHT. IF A KNEE SPACE IS PROVIDED, LOCATE THE OUTLETS BELOW THE COUNTER. OUTLETS ON OFFICES SHALL BE LOCATED BELOW THE COUNTER ON OPEN KNEE SPACES.
 - EXTERIOR MASONRY WALLS SHALL BE FURRED OUT AS NECESSARY TO CONCEAL BUILDING SANITARY LINES AND R/L (IF ANY).
 - PROVIDE DRYWALL EXPANSION JOINT IN WALLS ALONG BUILDING.
 - ALL FINISHES SHALL COMPLY WITH NFPA 101 CURRENT EDITION.
 - ALL EXISTING SURFACES SUCH AS WALLS, FLOORS, CEILINGS, BASES, ETC. THAT ARE AFFECTED BY THESE ALTERATIONS ARE TO HAVE NEW MATERIAL AND FINISH AS REQUIRED TO MATCH ALL ADJACENT EXISTING FINISHES.
 - GENERAL CONTRACTOR SHALL DO ALL CUTTING AND PATCHING OF EXISTING CONCRETE SLABS, PARTITIONS, ETC. AS MAY BE REQUIRED FOR ALL TRADES TO ACCOMPLISH ALL WORK REQUIRED BY THESE CONTRACT DOCUMENTS. CONTRACTOR SHALL DO ALL PATCHING AND PROVIDE NEW FINISHES TO MATCH EXISTING SO AS TO MAKE THE "PATCHED AREA" INDISCERNIBLE TO THE EXISTING ADJACENT AREA.
 - IT IS NOT INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS REQUIRED TO COMPLETE THE WORK WITH GOOD WORKMANSHIP AND ASSURE PROPER WORKING ORDER.
 - THIS BUILDING IS FULLY FIRE SPRINKLERED. REFER TO FIRE SPRINKLER DRAWINGS FOR DESIGN CRITERIA. A LICENSED & CERTIFIED FIRE SPRINKLER CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, HYDRAULIC CALCULATIONS AND APPLICATION TO BUILDING DEPARTMENT COMPLYING WITH 2015 EDITION NFPA13 (DEFERRED SUBMITTALS).
 - SEE SHEET A6.0 FOR FINISH & DOOR SCHEDULES.
 - COORDINATE FIRE ALARM DEVICES & PANELS W/ ELECTRICAL DRAWINGS.
 - REFER TO ELECTRICAL DRAWINGS FOR EMERGENCY LIGHT LOCATIONS.
 - PERMANENT, FULL HEIGHT INTERIOR WALLS AND PARTITIONS SHALL BE DESIGNED TO RESIST LATERAL LIVE LOAD OF NOT LESS THAN 5 POUNDS PER SQUARE FOOT WITH A DEFLECTION OF NOT LESS THAN L/240.
 - PROVIDE FIRE SEALANT OR FIRE SAFING AS REQUIRED BETWEEN THE TOP OF WALL AND UNDERSIDE OF STRUCTURE AT FIRE RATED PARTITION LOCATIONS.
 - SET GYPSUM WALL BOARD INTO CONTINUOUS BEAD OF ACOUSTICAL SEALANT ALONG FLANGES OF TOP AND BOTTOM TRACKS, TYP. AT PARTITIONS WITH SOUND ATTENUATION/BATT INSULATION.
 - PROVIDE ACOUSTICAL SEALANT AT ALL OPENINGS AND PENETRATIONS WITH SOUND ATTENUATION/BATT INSULATION TO CREATE SOUND TIGHT CONSTRUCTION.
 - ALL PENETRATIONS IN RATED PARTITIONS SHALL BE PROTECTED PER F.B.C. 2020 SECTION 114. PENETRATIONS FOR CABLES, CABLE TRAYS, CONDUITS, PIPES, TUBES, COMBUSTION VENTS AND EXHAUST VENTS, WIRES, AND SIMILAR ITEMS TO ACCOMMODATE ELECTRICAL, MECHANICAL, PLUMBING, AND COMMUNICATIONS SYSTEMS THAT PASS THROUGH A WALL, FLOOR, OR FLOOR/CEILING ASSEMBLY CONSTRUCTED AS A FIRE BARRIER SHALL BE PROTECTED BY A FIRE STOP SYSTEM OR DEVICE AT NON-RATED WALLS, FILL ALL VOIDS BETWEEN TOP OF PARTITION TRACK AND UNDERSIDE OF DECK OR SLAB WITH INSULATION. AT ALL CORRIDOR WALLS, IN ADDITION TO INSULATION, PROVIDE (2) CONTINUOUS BEADS OF SEALANT TO PREVENT THE PASSAGE OF SMOKE. PROVIDE FIRE DAMPERS IN DUCTWORK THAT PENETRATES FIRE RATED PARTITIONS.
 - PROVIDE FIRE RETARDANT WOOD BLOCKING AS REQUIRED FOR THE ANCHORAGE OF FIXTURES AND ACCESSORIES.
 - FIRE RATINGS DETERMINED BY U.L. FIRE RESISTANCE DIRECTORY, 2015 ED. SEE PARTITION TYPE SCHEDULE AND DETAILS FOR U.L. ASSEMBLY INFORMATION (IF ANY).
 - ALL FIRE RATED WALLS SHALL HAVE 4" HIGH LETTERING 1/2" STROKE IN BRIGHT RED (GLOSS ENAMEL) ON EACH WALL PLANE LOCATED 12" ABOVE CEILING PLANE OR AS OTHERWISE DIRECTED AND AT 5'-0" ON CENTER READINGS AS FOLLOWS: "X" FIRE RATED FIRE AND SMOKE BARRIER - PROTECT ALL OPENINGS. THE "X" SHALL BE SUPPLANTED WITH THE FIRE RESISTIVE TIME RATING OF THE WALL.
 - PROVIDE CONTINUOUS FIRE GASKS AT UNDERSIDE OF FLOOR SLABS AT ALL FLOOR/WALL CONNECTION.
 - REVIEW AND APPROVAL BY AHI SHALL NOT RELIEVE APPLICANT FROM RESPONSIBILITY OF COMPLIANCE WITH NFPA 114.1.
 - COORDINATE FINAL EXIT SIGNS & EMERGENCY LIGHT LOCATIONS & QUANTITIES WITH OWNER & FIRE INSPECTOR. ADDITIONAL EXIT SIGNS MAY BE REQUIRED BY FIRE INSPECTOR.
 - NUMERICAL ADDRESS NUMBERS SHALL BE PROVIDED ON ALL EXTERIOR DOORS. NUMBERS SHALL BE WEATHERPROOF AND CONTRASTING 6" NUMBERS.
- SPECIFIC NOTES**
- REPAIR AND/OR REPLACE DAMAGED STUCCO DRYWALL AND INSULATION AT EXTERIOR AND INTERIOR WALLS TO REMAIN AS REQUIRED.
 - PROVIDE WINDOW BLINDS AT ALL EXTERIOR WINDOWS AS PER FINISHES SHOWN SHEET A6.0. CONFIRM WITH LANDLORD PRIOR PURCHASE IF THERE ARE BUILDING STANDARDS AND COORDINATE WITH PPPD PM.
 - FUR OUT AT MASONRY WALL AS REQUIRED FOR NEW PLUMBING LINES.
 - FIRE SPRINKLER DESIGN AND SHOP DRAWINGS TO BE INCLUDED UNDER GC. CONTRACT BY A FLORIDA LICENSED FIRE SPRINKLER CONTRACTOR. GENERAL CONTRACTOR SHALL PROVIDE TO ARCHITECT FOR REVIEW AND APPROVAL.
 - FIRE SEAL ALL OPENINGS & PENETRATIONS IN 1-HOUR RATED PARTITIONS. ALL FIRE AND SMOKE WALLS ARE TO BE STENCILED ABOVE CEILING.
 - ALL ACCESSORIES FOR RESTROOM, SHOWER ROOMS, ETC. SHALL BE PROVIDED AND INSTALLED BY GC AS PER FBC STANDARDS.
 - ALL OUTLETS AND PHONE JACKS AT ROOMS, LOUNGE CABINERY LOCATIONS SHALL BE ABOVE COUNTER AT SPLASH HEIGHT, UNLESS SHOWN OTHERWISE ON ELECTRICAL PLAN. OUTLETS IN OFFICES SHALL BE LOCATED BELOW THE COUNTER ON OPEN KNEE SPACES. COMPUTER COUNTER OUTLET @ 12" A.F.F.
 - PROVIDE LOCKABLE COVERS @ ALL THERMOSTATS.

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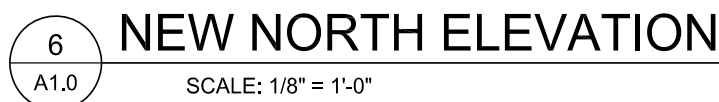
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Charles Michelson AR0009976

Project No.: 2022-115
Drawn By: EQ
Checked By: CM
Date: October 6, 2022

REVISIONS

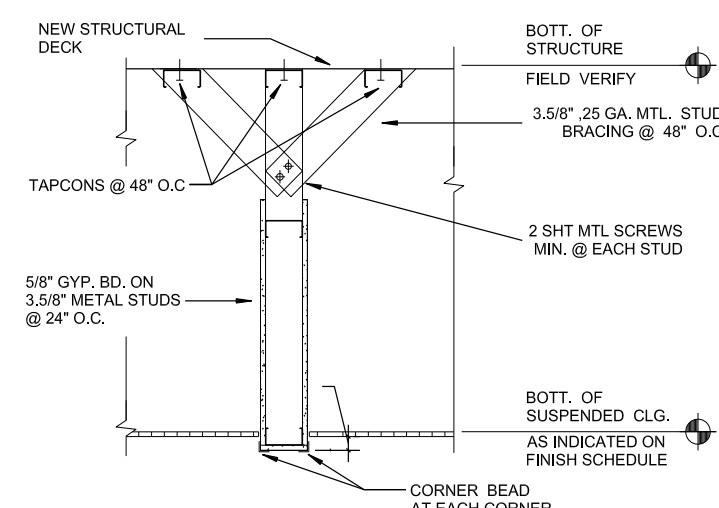
FLOOR PLAN
A1.0



A2.0

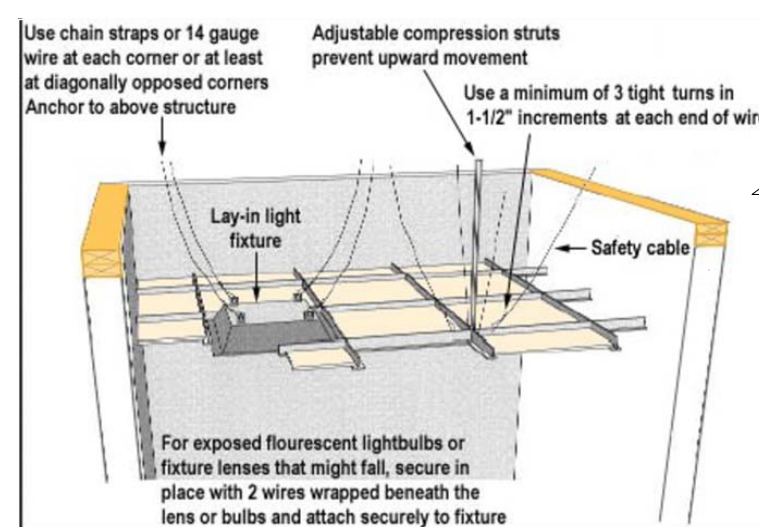
2 ACT DETAIL

A3.0 N.T.S.



3 HEADER BRACING DETAIL

A3.0 N.T.S.



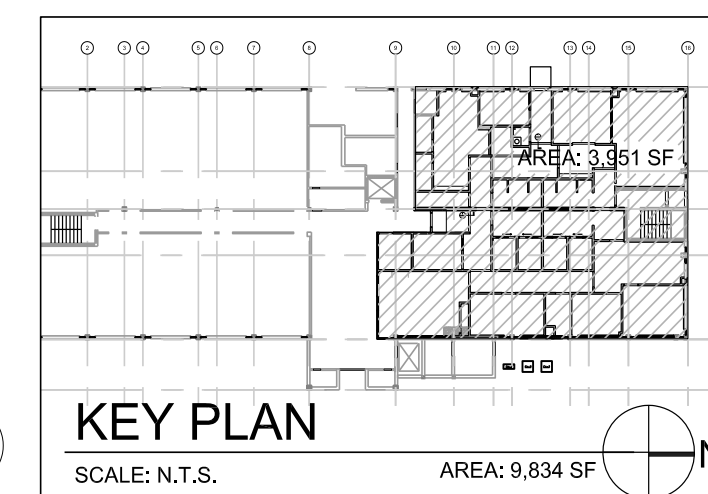
4. FIXTURE SUSPENSION DETAIL

A3.0 NTS

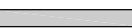
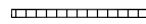
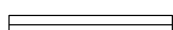


1 REFLECTED CEILING PLAN

A3.0 SCALE: 1/4" = 1'-0"



REFLECTED CEILING PLAN LEGEND

	NEW PARTITION
	NEW RECESSED LIGHT FIXTURE
	2'x2' RECESSED LIGHT FIXTURE
	2'x4' RECESSED LIGHT FIXTURE
	2'x4' RECESSED LIGHT FIXTURE (EMERGENCY BACKUP)
	4' x 4'-6" RECESSED LIGHT FIXTURE
	4' x 4'-6" RECESSED EMERGENCY LIGHT FIXTURE
	NEW CEILING MOUNTED EXHAUST FAN
	NEW EXIT LIGHT
	GYPSUM BOARD SOFFITS. USE MOISTURE RESISTANT GYPSUM BOARD IN TOILET ROOMS WITH SHOWERS. FINISH P1 FLAT.
	NEW ACOUSTICAL CEILING TILES AND GRID
	A/C SUPPLY GRILLE
	A/C RETURN GRILLE
	A/C GRILLES
	48" X 4" WALL MOUNTED FIXTURE
	SECURITY CAMERA

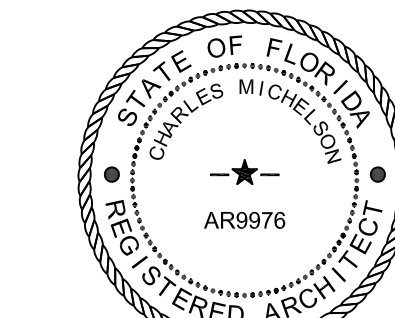
REFLECTED CEILING PLAN LEGEND

1. INSTALL NEW PATTERN GYPSUM BOARD MOUNTURE RESISTANT CEILINGS IN ALL TOILET AND SHOWERS ROOMS. PATCH AND REPAIR EXISTING ADJACENT SURFACES AS REQUIRED.
2. SEE MECHANICAL DRAWINGS FOR LOCATION OF AC GRILLES, FANS, ETC.
3. ALL CEILING HEIGHTS TO BE $\pm 8" (0)$ UNLESS OTHERWISE SPECIFIED, REFER TO FINISH SCHEDULE FOR ADDITIONAL INFORMATION.
4. CONFIRM THAT SCHEDULED CEILING HEIGHTS WILL ACCOMMODATE AC EQUIPMENT AND DUCTWORK AT INTENDED LOCATIONS PRIOR TO INSTALLATION. NOTIFY ARCHITECT IMMEDIATELY IF CEILING HEIGHTS NEED TO BE ADJUSTED.
5. ALL CEILINGS, LIGHT FIXTURES, SOFFITS, ETC. INDICATED ARE NEW UNLESS OTHERWISE NOTED.
6. SEE FINISH SCHEDULE FOR FINISH TYPES.
7. PROVIDE PAINTED, FLUSH MATEL ACCESS PANELS AS REQUIRED FOR ACCESS TO VALVES AND/OR EQUIPMENT AS REQUIRED.
8. CONTRACTOR SHALL INSPECT THE INTEGRITY OF THE EXISTING SMOKE AND ONE HOUR FIRE-RATED PARTITIONS THAT ARE TO REMAIN. ALL OPENINGS SHALL BE SEALED TO MAINTAIN THE RATING OF THE BARRIER.
9. ALL SMOKE AND FIRE WALLS SHALL BE SO NOTED ABOVE THE CEILING IN RED PAINTED STENOILED LETTERS CLEARLY VISIBLE.
10. CONTRACTOR SHALL ALSO RELOCATE ANY EXISTING ELEMENTS THAT INTERFERE WITH INSTALLATION OF NEW DUCTWORK. COORDINATE WITH MECHANICAL CONTRACTOR TO MAINTAIN CIRCUIT CONTINUITY.
11. ALL OPENINGS IN EXISTING FLOOR AND CEILING STRUCTURES CAUSED BY THE WORK TO BE PATCHED AND SEALED TO MAINTAIN A 2-HOUR FIRE RATED BARRIER.
12. CONTRACTOR TO BE RESPONSIBLE FOR ACCESS TO DUCTWORK AND EQUIPMENT ABOVE HARD CEILINGS. OPENINGS SHOULD BE MINIMIZED.
13. VERIFY DISPOSITION OF ALL EQUIPMENT AND FIXTURES TO BE REMOVED WITH OWNER.
14. SEE ELECTRICAL DRAWINGS FOR EMERGENCY LIGHTS & LIGHT FIXTURE SPECIFICATIONS.
15. ALL EXISTING CEILING ACCESS PANELS TO BE REPLACED WITH NEWING.



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October 6, 2022

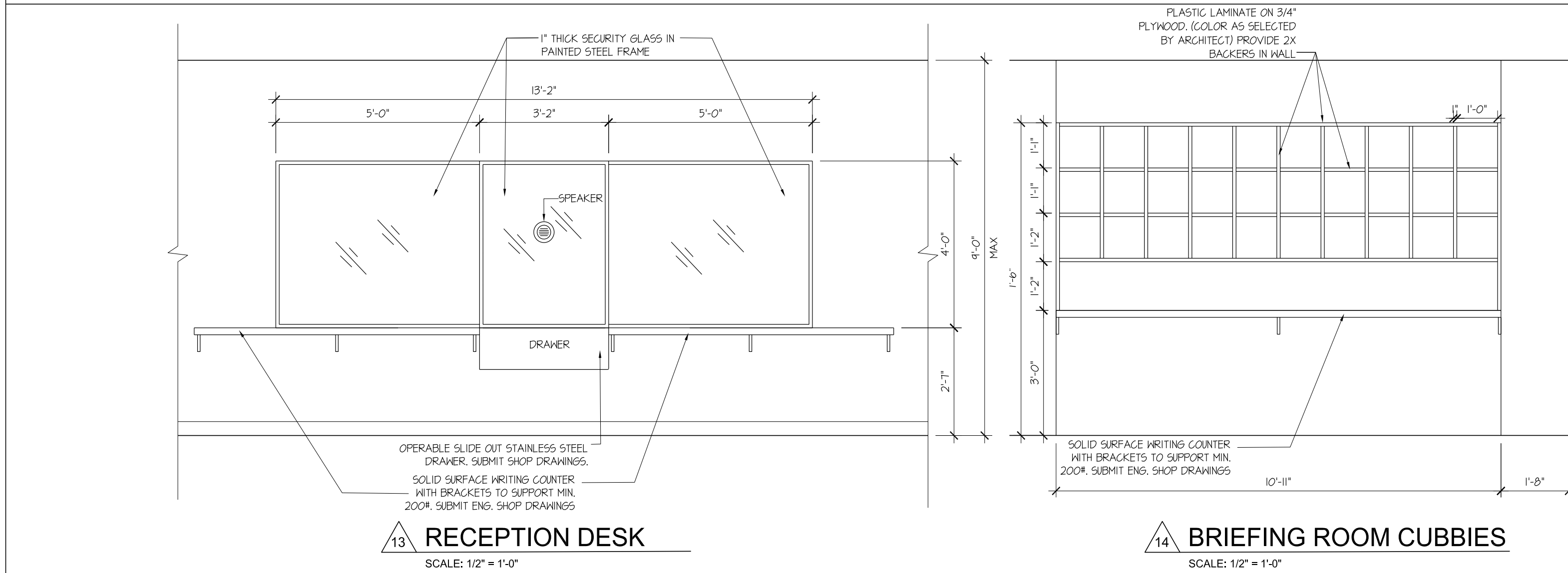
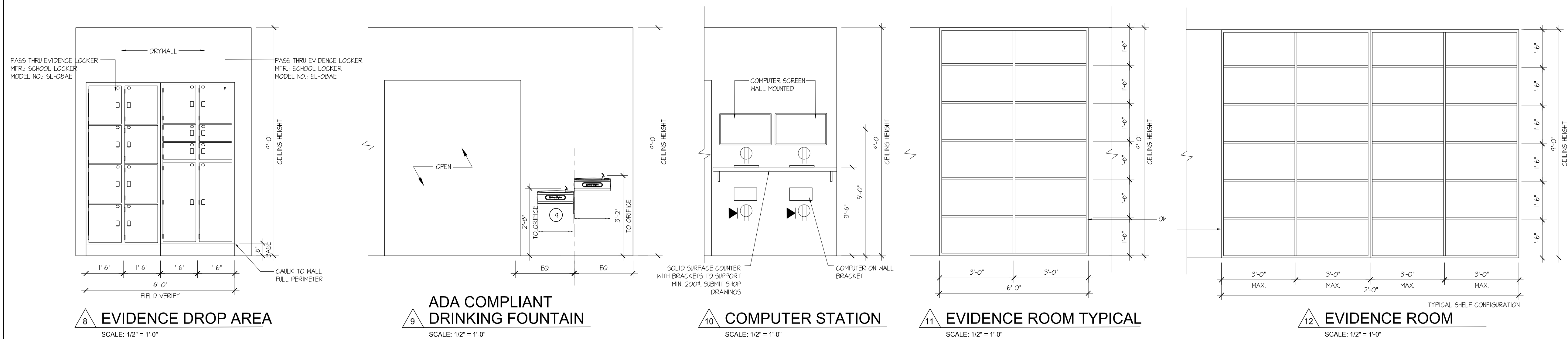
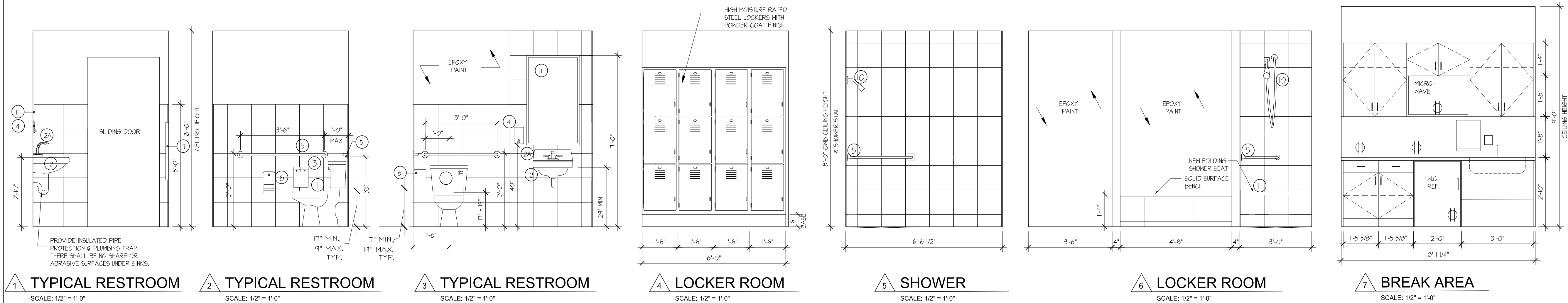
REVISIONS

BUILDING DEPARTMENT COMMENT
10-06-2022

Project name	Project ID	Project Name	Project on
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REFLECTED
CEILING PLAN

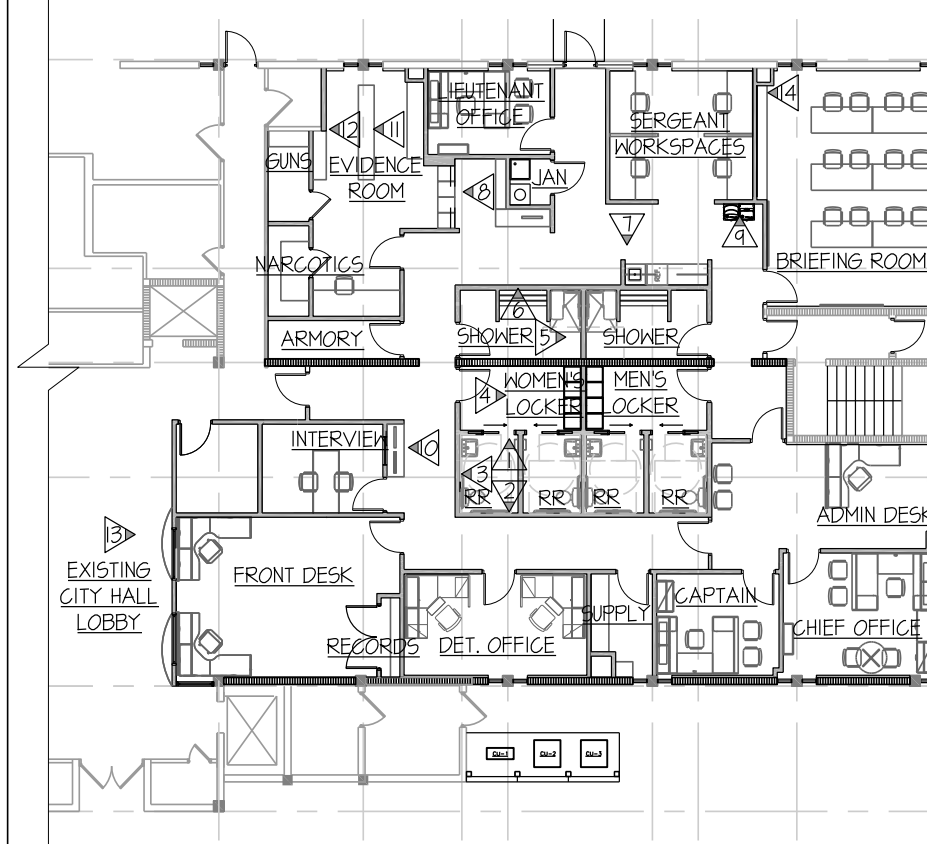
A3.0



GENERAL NOTES

1. COMPLY WITH ALL PUBLISHED ADA REQUIREMENTS.
2. SINK SHALL BE MOUNTED WITH THE COUNTER OR RIM NO HIGHER THAN 34" A.F.F.
3. KNEE CLEARANCE THAT IS AT LEAST 19" D. SHALL BE PROVIDED UNDERNEATH SINK.
4. FAUCETS SHALL COMPLY WITH SECTION 309.4 OF THE CURRENT FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.
5. PROVIDE MIN. CLEAR FLOOR SPACE OF 30"x48". EXTEND A MIN. OF 19" UNDERNEATH THE SINK.
6. BOTTOM OF GLASS PORTION OF MIRROR TO BE 3'-4" A.F.F. MAXIMUM.
7. ALL TOILET ROOM ACCESSORIES AND FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.

8. INSTALL ALL BACKING AS REQUIRED FOR ALL TOILET ROOM ACCESSORIES.
9. COLOR OF COUNTERTOPS AND SINKS AS SELECTED BY THE ARCHITECT.
10. FIELD VERIFY ALL DIMENSIONS AND LAYOUT. CONFIRM THAT ALL REQUIRED ADA CLEARANCES ARE PROVIDED PRIOR TO INSTALLATION OF NEW PARTITIONS AND FINISHES.
11. SEE PLUMBING DRAWINGS FOR PLUMBING FIXTURES.
12. ALL TOILET FIXTURE CLEAR FLOOR SPACES AND ACCESSORY REQUIREMENTS MUST COMPLY WITH THE CURRENT FLORIDA ACCESSIBILITY CODE AND THE FLORIDA PLUMBING CODE.



01 KEY PLAN

A4.0 SCALE: 1/16" = 1'-0"

HARDWARE SECURITY NOTES:
LOCKS ON ALL DOOR CABINETS, MEDICAL ROOM CABINETS SHALL HAVE THEIR OWN LOCK AND KEY.
NOTE:
ALL COUNTERTOPS AND SPLASHES SHALL BE SOLID SURFACE.

NOTES:
CONFIRM POWER OUTLETS ON SHEET E-1

PLUMBING FIXTURES & ACCESSORIES SCHEDULE

MARK	TYPE	MANUFACTURER	MODEL
1	WATER CLOSET	SEE PLUMBING	SEE PLUMBING
2	LAVATORY	SEE PLUMBING	SEE PLUMBING
2A	STAINLESS STEEL FAUCET (APPROVED BY OWNER)	SEE PLUMBING	SEE PLUMBING
3	SANITARY NAPKIN DISPOSAL (WOMEN'S ONLY)	SEE PLUMBING	SEE PLUMBING
4	SOAP DISPENSER	BOBRICK	B-4112
5	GRAB BARS	BOBRICK	B6206 X 42" & B6206 X 36"
6	DOUBLE ROLL TOILET TISSUE DISPENSER	BOBRICK	B-2668
7	PAPER TOWEL DISPENSER	BOBRICK	B-3914
8	24" x 24" MOP SINK WITH FAUCET	SEE PLUMBING	SEE PLUMBING
9	DRINKING FOUNTAIN	SEE PLUMBING	SEE PLUMBING
10	SHOWER HEAD	SEE PLUMBING	SEE PLUMBING
11	18" x 48" MIRROR	SEE PLUMBING	SEE PLUMBING
12	18" x 30" SINK	SEE PLUMBING	SEE PLUMBING
13	BROOM HOLDER	BOBRICK	B-223_24

- NOTES:
1. GRAB BARS ARE TO BE PROVIDED IN TOILETS SPECIFICALLY INDICATED AS HANDICAPPED. PROVIDE REINFORCING IN THE WALLS FOR GRAB BARS.
 2. WRAP ALL PIPES BELOW SINK.

- SPECIFIC NOTES FOR SINKS:
1. SINK SHALL BE MOUNTED WITH THE COUNTER OR RIM NO HIGHER THAN 34" A.F.F. 2. KNEE CLEARANCE THAT IS AT LEAST 19" D. SHALL BE PROVIDED UNDERNEATH SINK.
 3. FAUCETS SHALL COMPLY WITH 11-4.27.4 OF THE FLORIDA BUILDING CODE.
 4. PROVIDE MIN. CLEAR FLOOR SPACE OF 30"x48". EXTEND A MIN. OF 19" UNDERNEATH THE SINK.
 5. BOTTOM OF GLASS PARTITION OF MIRROR TO BE 3'-4" A.F.F. MA.
 6. ALL NEW SINK/LAV CABINETS TO BE CONSTRUCTED TO ACCEPT 250 LB. LIVE LOAD.

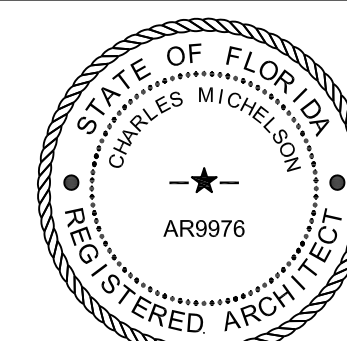
ALL RESTROOM ACCESSORIES TO BE PROVIDED BY AND INSTALLED BY THE G.C.

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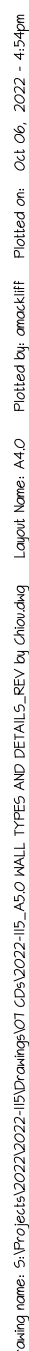
Charles Michelson AR0009976

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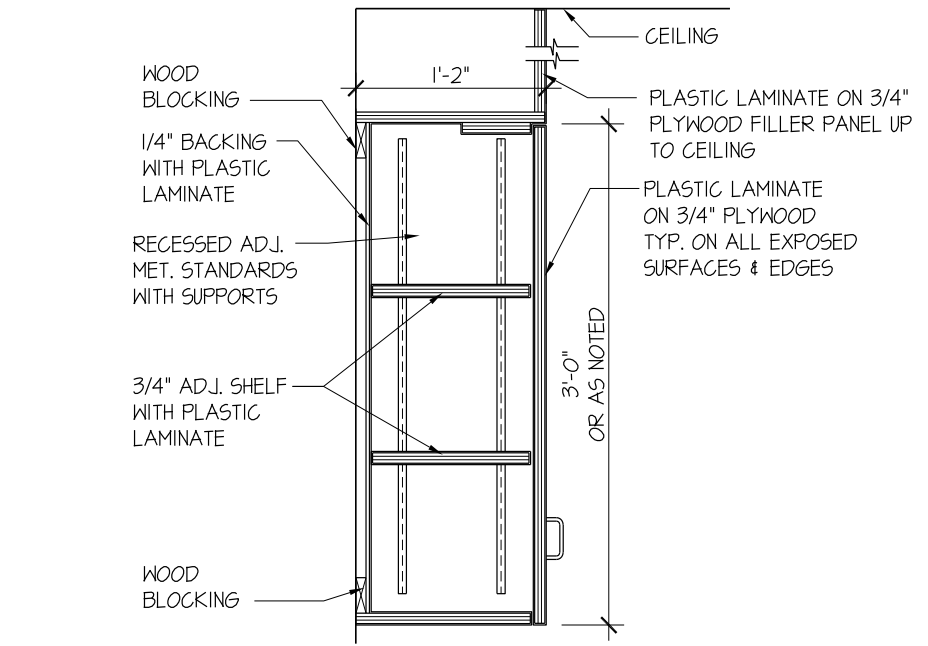
REVISIONS

INTERIOR
ELEVATIONS

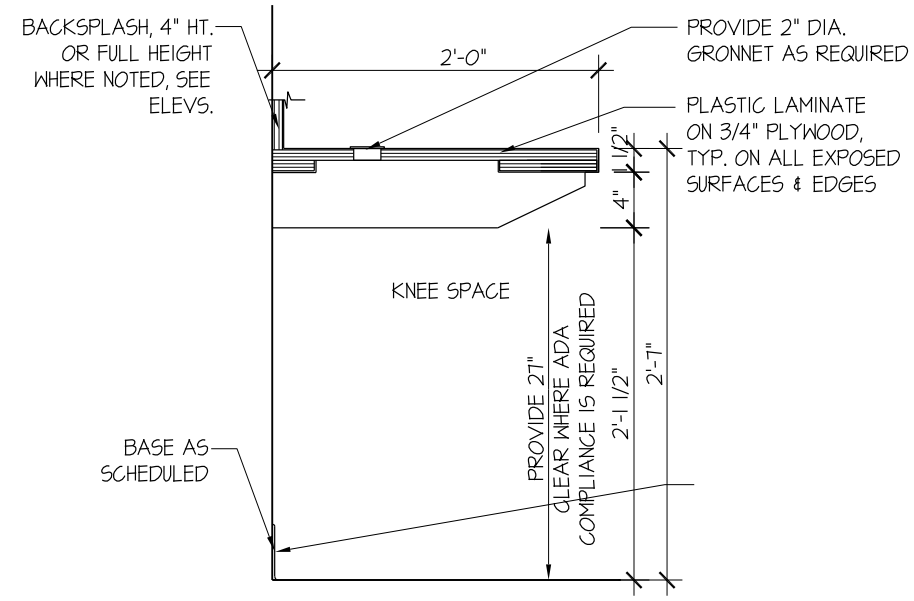
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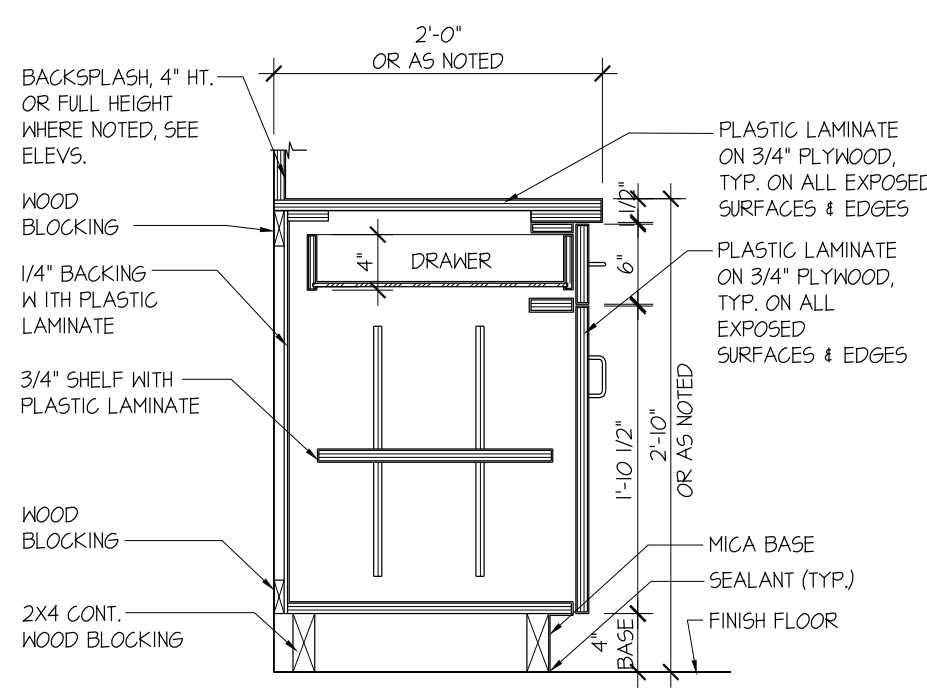
TYPICAL CABINETRY DETAILS: (NOTE: DETAILS ON THIS SHEET ARE TYPICAL AND MAY NOT BE REFERENCED ON THE PLANS AND/OR SPECIFIC TO THE WORK. APPLY DETAILS AS REQUIRED TO ACCOMMODATE CONDITIONS ENCOUNTERED AT THE SITE IN ORDER TO COMPLETE THE WORK AS INTENDED.)



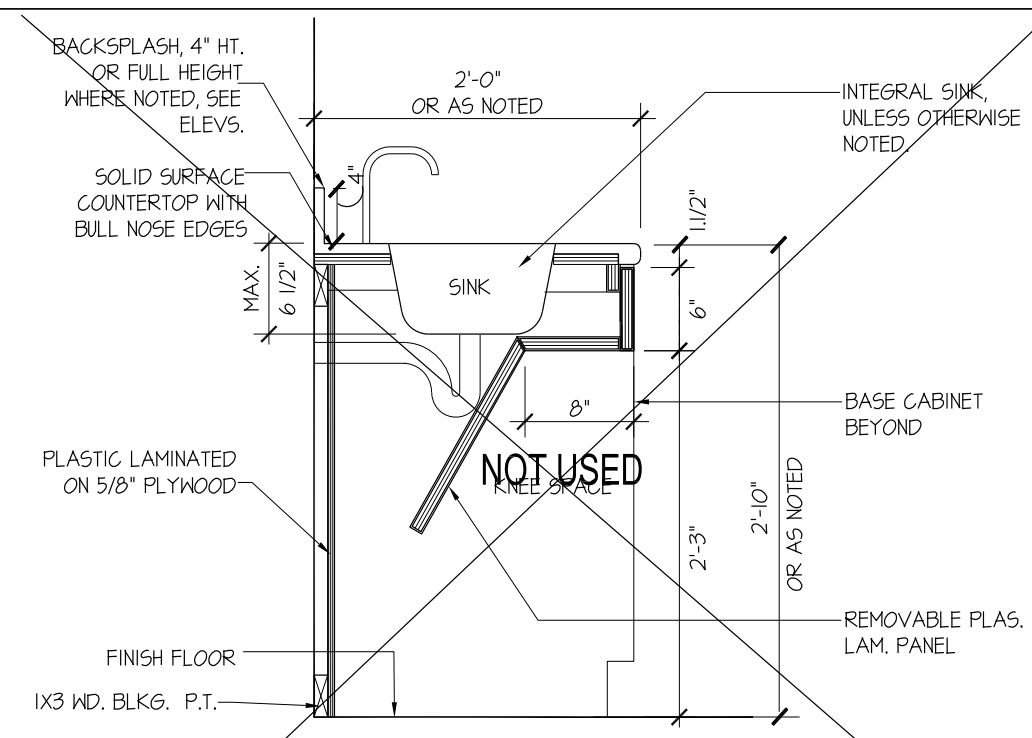
1
A5.2
TYP. UPPER CABINET DETAIL
N.T.S.



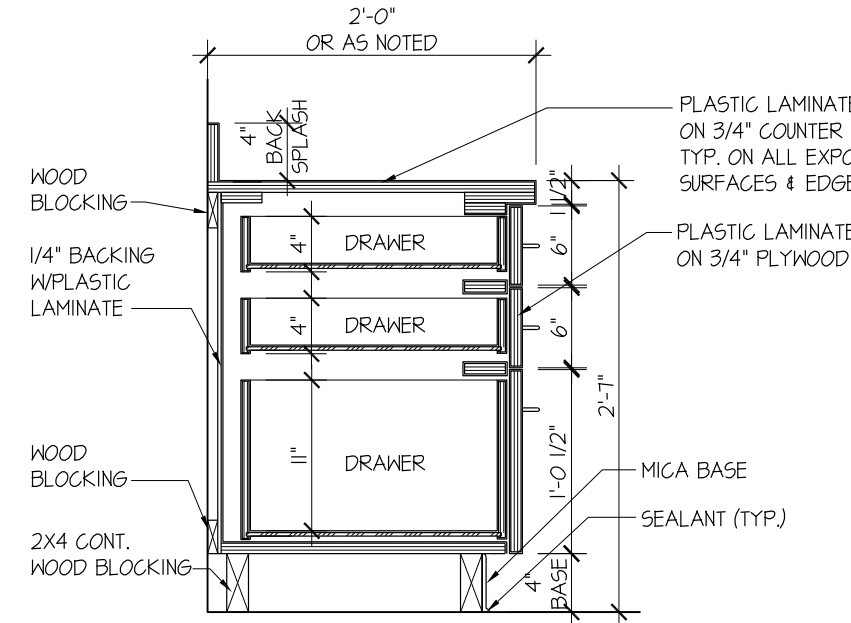
2
A5.2
TYP. WORK STATION/
COUNTER DETAIL
N.T.S.



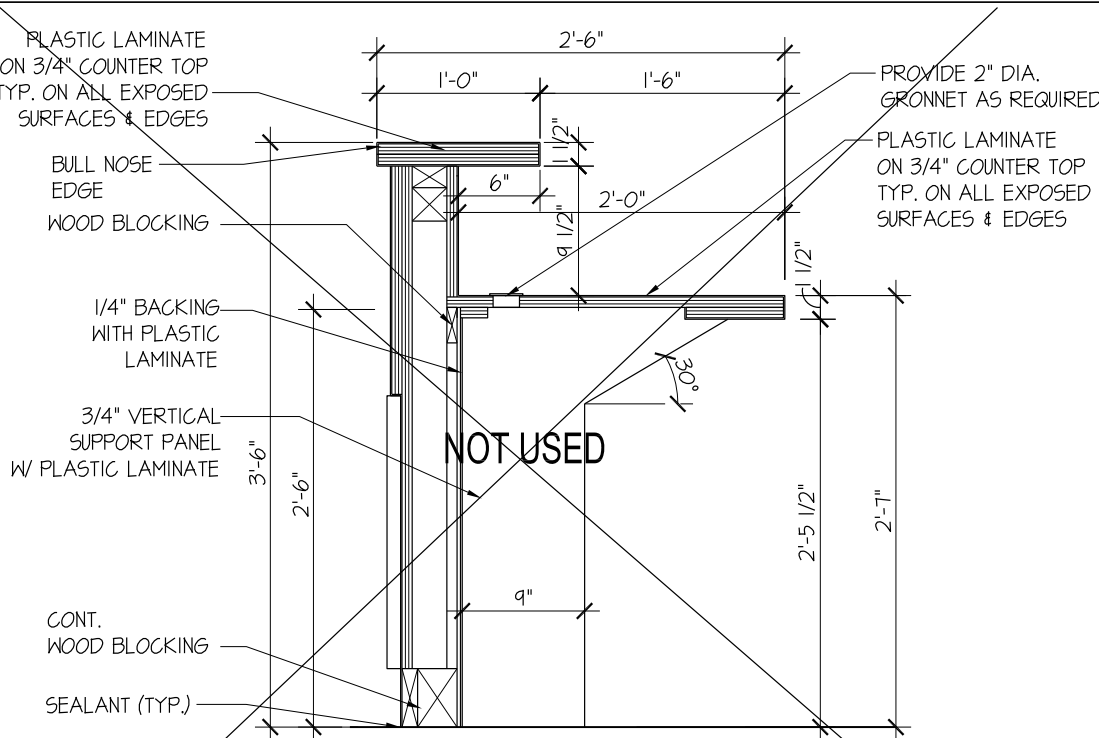
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TYP. BASE CABINET DETAIL
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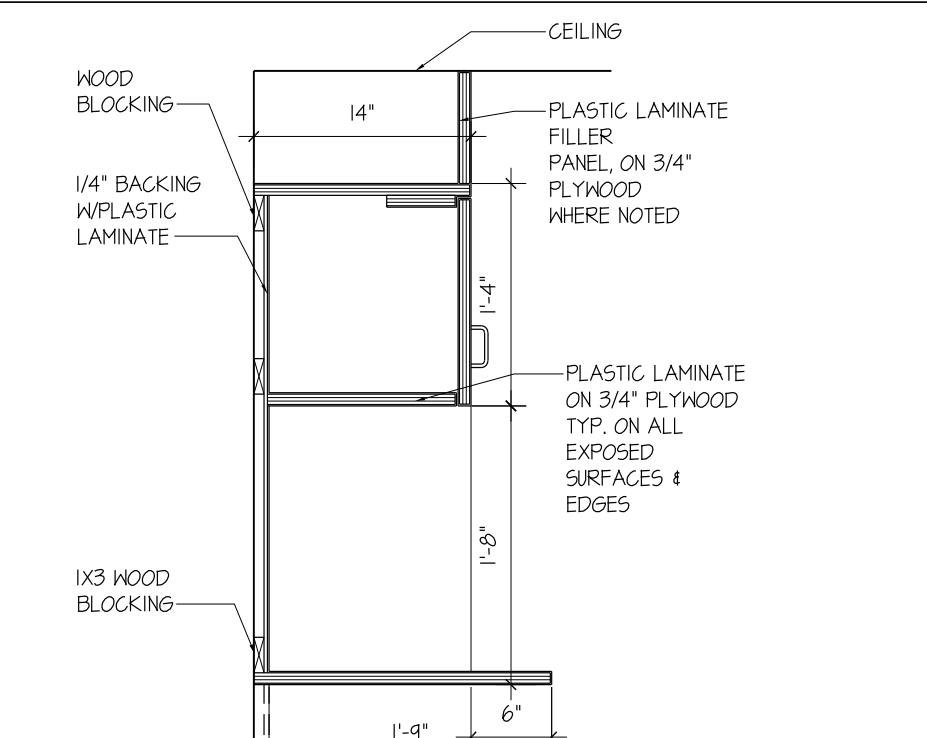
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TYP. BASE CABINET SINK DETAIL
N.T.S.



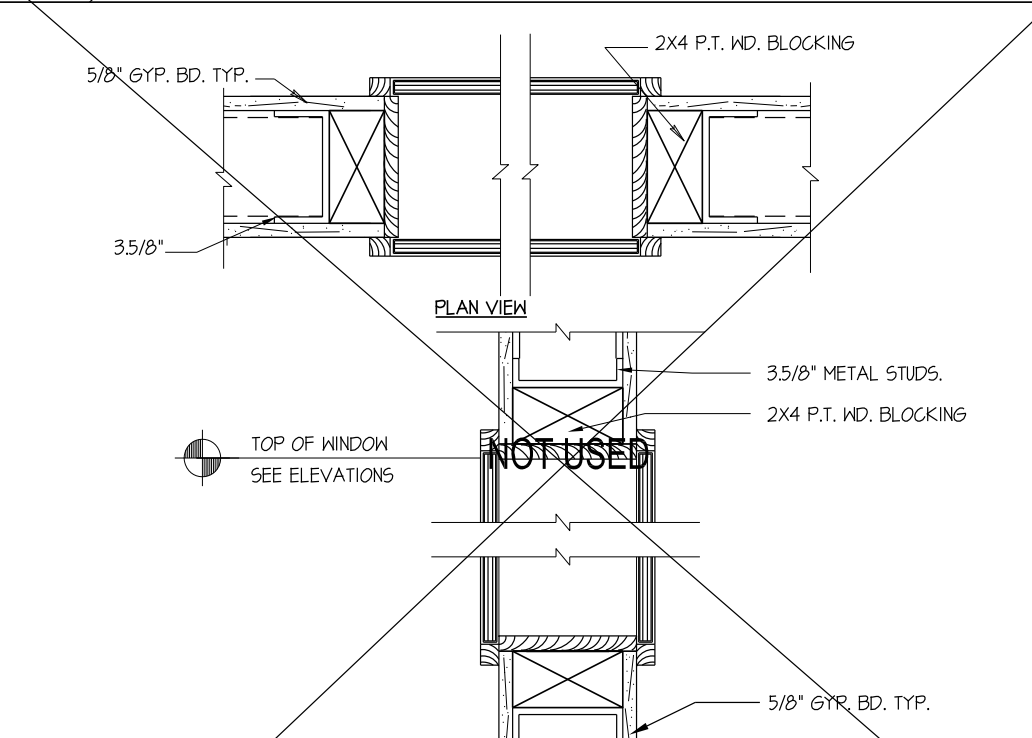
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TYP. BASE CABINET DETAIL
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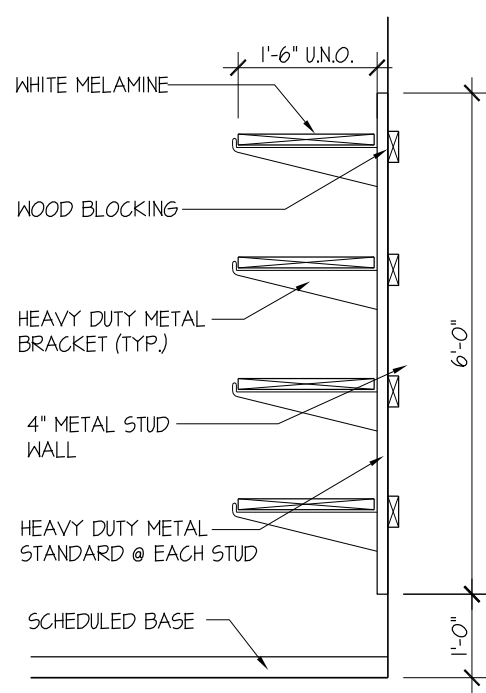
6
A5.2
TYP. RECEPTION COUNTER/
BASE CABINET DETAIL
N.T.S.



7
A5.2
UPPER CABINET-MICROWAVE
SCALE: 1" = 1'-0"

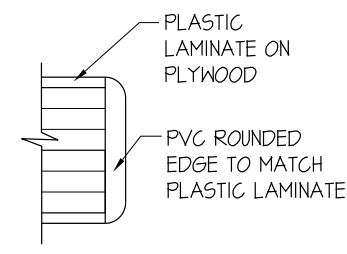


8
A5.2
PASS-THRU DETAILS
N.T.S.

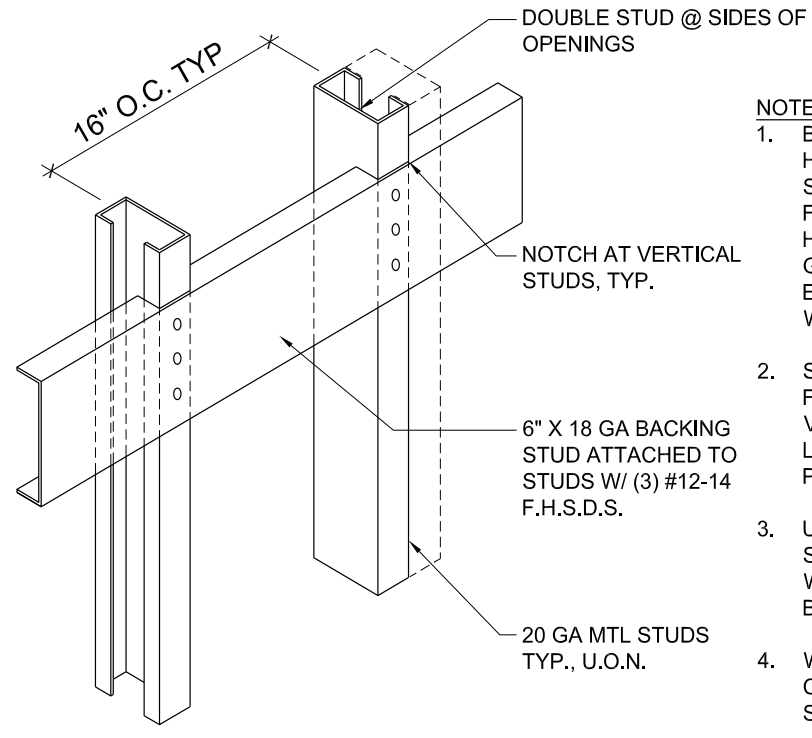


9
A5.2
TYP. CLOSET SHELF DETAIL
N.T.S.

CABINETRY DETAILS:
ALL EXPOSED EDGES OF THE CASEWORK MUST BE FINISHED WITH A PVC ROUNDED EDGE.

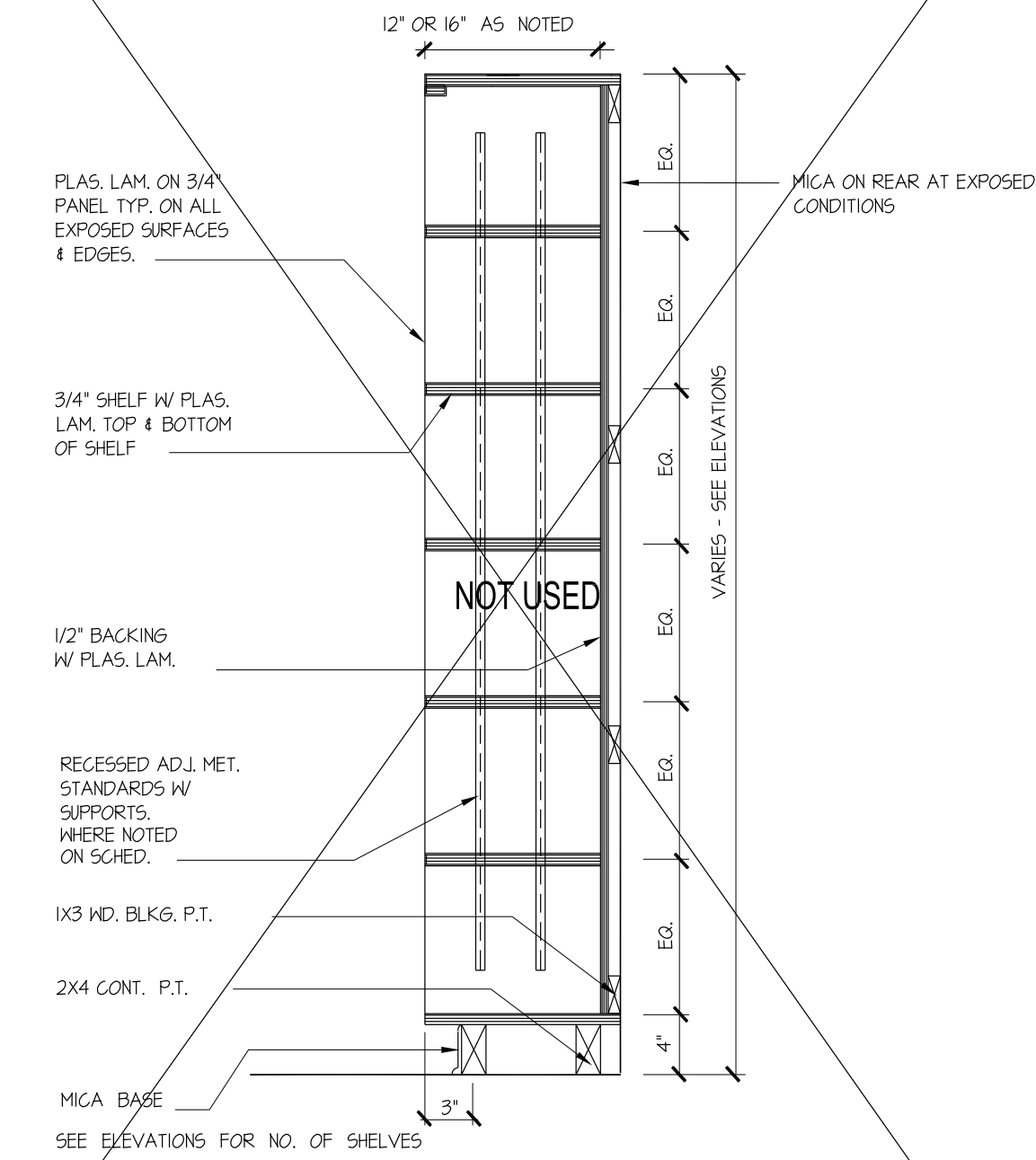


10
A5.2
PVC EDGE DETAIL
SCALE: 6" = 1'-0"



11
A5.2
TYPICAL HEAVY DUTY BACKING DETAIL
N.T.S.

- NOTES:**
1. BLOCKING FOR UPPER WALL HUNG CABINETS (UP TO 12' SHELVES) BASE CABINETS, FULL HEIGHT CABINETS, HANDRAILS, GUARDRAILS, GRAB BARS, WALL HUNG EQUIPMENT, ETC. MAXIMUM WEIGHT - 250 LBS./FT.
 2. SEE TYPICAL WALL FRAMING FOR GAUGE OF STUDS, VERIFY LENGTH, HEIGHT, LOCATION OF BLOCKING PLATE AND NUMBER.
 3. USE #12 SELF TAPPING SHEET METAL SCREWS WHEN ATTACHING ITEMS TO BLOCKING PLATE.
 4. WALL STUD FLANGES ARE CONTINUOUS AT BACKING STUD OR PLATE PLATE.



12
A5.2
BOOKCASE DETAIL
N.T.S.

TYPICAL CABINETRY NOTES

- 1- THE CABINET MANUFACTURER SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO MANUFACTURING. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- 2- ALL MILLWORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH "PREMIUM GRADE" STANDARDS AS ESTABLISHED BY THE LATEST EDITION OF THE "ARCHITECTURAL WOODWORK INSTITUTE".
- 3- THE CABINET MANUFACTURER SHALL PROVIDE COMPLETE SHOP DRAWINGS TO THE ARCHITECT FOR REVIEW AND APPROVAL.
- 4- CONTRACTOR SHALL PROVIDE WOOD BLOCKING AS REQUIRED FOR ALL UPPER AND LOWER CABINETRY. COORDINATE HEIGHTS AND LOCATIONS IN THE FIELD.
- 5- PROVIDE MICA ON ALL EXPOSED SURFACES, CAULK JOINTS AND SPLASHES AS REQUIRED. PROVIDE MICA SAMPLES FOR TENANTS TO CHOOSE COLORS.
- 6- ALL SHELVES, INTERIOR FACES OF THE CABINETS, AND DRAWER INTERIORS TO BE FINISHED WITH PLASTIC LAMINATE.
- 7- ALL DOOR HINGES TO BE CONCEALED, EUROPEAN HINGES
- 8- ALL DRAWERS TO BE ON HEAVY DUTY COMMERCIAL GRADE GALVANIZED METAL TRACKS AND GLIDES
- 9- ALL CABINET CONTRUCTION SHALL BE PLYWOOD
- 10- CABINET STYLE SHALL BE FLUSH OVERLAY.
- 11- ALL CABINETS SEAMS AT WALLS AND FLOOR SHALL BE SEALED.
- 12- PROVIDE GROMMETS IN COUNTERTOPS AT COMPUTER/FAXP/PRINTER LOCATIONS, COORDINATE LOCATIONS WITH OWNER'S REPRESENTATIVE.
- 13- COORDINATE LOCATION OF OUTLETS WITH OPEN KNEE UNDER THE CABINETRY.
- 14- CONTRACTOR TO COORDINATE LOCKING OF CABINETS WITH OWNER'S REPRESENTATIVE.
- 15- ALL EXPOSED COUNTERTOP EDGES SHALL BE RADUSED 2" MINIMUM.

TYPICAL CABINET HARDWARE NOTES

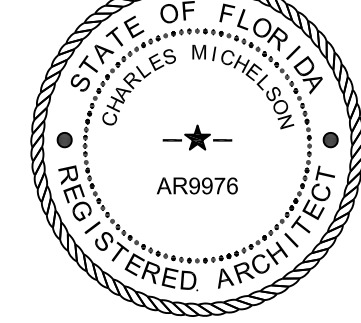
- | | |
|--|--|
| 1. FULL EXTENSION DRAWER SLIDES | *KNAPES 4 VOST" - #1429 |
| 2. HEAVY DUTY HINGE | BLUM-CLIP 125 |
| 3. CLOSET STANDARD | *KNAPES 4 VOST" - #81 EXTRA HEAVY DUTY |
| 4. BRACKETS | *KNAPES 4 VOST" - #81 EXTRA HEAVY DUTY |
| 5. RECESSED ADJ. SHELF STANDARD | *KNAPES 4 VOST" - #255 4 SHELF CLIP #256 |
| 6. PULLS | RECESSED CHROME FINISH |
| 7. CONTRACTOR TO COORDINATE LOCKING OF CABINETS WITH OWNER'S REPRESENTATIVE. | |

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Date:
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REVISIONS

**CABINETRY
DETAILS**

A5.2

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 Plotted by: amc4111
 Plotted on: Oct 06, 2022 - 2:55pm

GENERAL NOTES & SPECIFICATIONS

(NOTE: NOTES ON THIS SHEET ARE TYPICAL AND MAY NOT BE REFERENCED ON THE PLANS AND/OR SPECIFIC TO THE WORK. APPLY NOTES AS REQUIRED TO ACCOMMODATE CONDITIONS ENCOUNTERED AT THE SITE IN ORDER TO COMPLETE THE WORK AS INTENDED.)

MINIMUM STANDARDS:
THESE CONSTRUCTION DOCUMENTS MIGHT REQUIRE LARGER SIZES, GREATER QUANTITIES, MORE PROTECTION AND REQUIREMENTS THAN THE GOVERNING BUILDING CODES. THE CONTRACTOR IS RESPONSIBLE FOR CARRYING OUT ALL OF THE PROVISIONS AND REQUIREMENTS INCLUDED IN THESE PLANS AND SPECIFICATIONS. SUBSTITUTIONS, ALTERNATES OR CHANGES REQUESTED TO MATCH LOWER STANDARDS PERMITTED BY THE BUILDING CODE WILL NOT BE ACCEPTED. NO ADDITIONAL PAYMENTS SHALL BE MADE TO THE CONTRACTOR TO CORRECT WORK THAT DOES NOT MEET ALL THE REQUIREMENTS SET FORTH IN THESE CONSTRUCTION DOCUMENTS.

A.I.A. DOCUMENT A-201:
THE LATEST EDITION OF THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", AIA DOCUMENT A-201, IS HEREBY MADE A PART OF THESE PLANS AND SPECIFICATIONS. COPIES ARE AVAILABLE FOR INSPECTION AT THE ARCHITECT'S OFFICE. THESE GENERAL NOTES AND SPECIFICATIONS SHALL NOT BE CONSTRUED TO VOID ANY PORTION OF AIA DOCUMENT A-201.

CONSTRUCTION DOCUMENTS:
THESE BOUND PLANS AND SPECIFICATIONS FORM A COMPLETE SET OF CONSTRUCTION DOCUMENTS AND SHOULD NOT BE SEPARATED FOR USE BY VARIOUS SUB-TRADES EMPLOYED TO PROVIDE BID PROPOSALS OR EXECUTE THIS PROJECT. A COMPLETE SET OF CONSTRUCTION DOCUMENTS IS REQUIRED SO THAT EACH TRADE CAN COORDINATE THEIR BIDS AND WORK WITH THE TOTAL PROJECT. CONSTRUCTION DOCUMENTS STAMPED "NOT FOR CONSTRUCTION" SHALL NOT BE USED FOR BIDDING OR CONSTRUCTION AND ARE NOT PERMITTED ON THE JOB SITE. DO NOT SCALE DRAWINGS.

THE CONTRACTOR SHALL MAINTAIN A COMPLETE UP TO DATE SET OF CONSTRUCTION DOCUMENTS AND SHOP DRAWINGS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PERIOD. THESE DOCUMENTS SHALL BE SECURED AGAINST ALL FORMS OF DAMAGE OR THEFT.

CONSTRUCTION DOCUMENT REPRODUCTIONS:
THESE PLANS ARE THE PROPERTY OF THE ARCHITECT. NO PORTION OF THESE CONSTRUCTION DOCUMENTS MAY BE REPRODUCED BY ANY MEANS OR METHODS WITHOUT THE EXPRESS PRIOR AUTHORIZATION OF SALTZ MICHELSON ARCHITECTS. COPIES OF THE PLANS AND SPECIFICATIONS ARE AVAILABLE FROM THE ARCHITECT. UNAUTHORIZED COPIES OF THESE PLANS MAY NOT PROVIDE CURRENT PROJECT INFORMATION AND MAY RESULT IN BID OR CONSTRUCTION DEFICIENCIES.

SITE VISIT:
PRIOR TO BIDDING OR SUBMITTING ANY PROPOSAL, THE GENERAL CONTRACTOR AND EACH SUBCONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY ALL OF THE CONDITIONS UNDER WHICH THIS WORK WILL BE PERFORMED. THE CONTRACTOR SHALL EXAMINE THE PLANS AND IT WILL BE ASSUMED THAT THE CONTRACTOR HAS INVESTIGATED AND IS FULLY INFORMED AS TO THE CONDITIONS AND MATERIALS TO BE INCORPORATED AS TO CHARACTER, QUALITY AND QUANTITIES OF WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED AND AS TO THE REQUIREMENTS OF THE PLANS.

SUBSTITUTIONS:
SUBSTITUTIONS OR DEVIATIONS FROM THE PLANS AND SPECIFICATIONS DURING BIDDING OR CONSTRUCTION ARE NOT PERMITTED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ARCHITECT. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN THE REJECTION OF THE WORK IN QUESTION. THE CONTRACTOR WILL NOT BE COMPENSATED FOR UNAUTHORIZED SUBSTITUTIONS. THE CONTRACTOR SHALL MAINTAIN AND WILL HAVE TO TAKE CORRECTIVE MEASURES AT HIS OWN EXPENSE.

ALTERNATES:
REQUESTS FOR PRODUCT ALTERNATES OR SUBSTITUTIONS WILL ONLY BE CONSIDERED BY THE ARCHITECT WHEN SUBMITTED WITH A LETTER OF EXPLANATION, WHEN APPLICABLE THE REQUEST SHALL INCLUDE: A COST COMPARISON, AVAILABILITY, TIME SCHEDULE COMPARISON, DRAWINGS AND/OR BROCHURE OUT SHEETS DEMONSTRATING THAT THE SUBSTITUTION OR ALTERNATE MEETS THE INTENDED PERFORMANCE AND QUALITY OF THE ORIGINAL SPECIFICATION.

CHANGE ORDERS:
ALL CHANGE ORDERS SHALL BE SIGNED BY THE OWNER PRIOR TO COMMENCEMENT OF THE WORK TO BE CHANGED.

REQUEST FOR PAYMENT:
THE CONTRACTORS' REQUEST FOR PAYMENT SHALL INCLUDE RELEASES OF LIEN FROM ALL MATERIAL SUPPLIERS AND SUBCONTRACTORS FOR SUPPLIES AND WORK RELATING TO THE REQUEST FOR PAYMENT.

NOTICE OF COMMENCEMENT:
THE CONTRACTOR SHALL NOTIFY THE OWNER IN THE PREPARATION AND FILING OF A NOTICE OF COMMENCEMENT. HE SHALL INSURE THAT SAID NOTICE IS PROMINENTLY POSTED ON THE PROPERTY AND PROTECTED FROM ALL FORMS OF DAMAGE. ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS SHALL BE MADE AWARE OF THIS DOCUMENT AND NOTED THAT THEY ARE REQUIRED TO SUBMIT A NOTICE TO OWNER BY CERTIFIED MAIL.

HIDDEN CONDITIONS:
EXISTING UNDISCOVERABLE COVERED, BURIED OR OTHERWISE HIDDEN CONDITIONS WHERE IN CONFLICT WITH THE CONSTRUCTION DOCUMENTS SHALL BE REPORTED TO THE ARCHITECT AS SOON AS THEY ARE UNCOVERED. ADDITIONAL COSTS OR MODIFICATIONS OF THE WORK TO ACCOMMODATE THESE CONDITIONS SHALL BE APPROVED BY THE OWNER AND/OR ARCHITECT PRIOR TO PERFORMANCE OF THIS WORK. WHEN HIDDEN CONDITIONS ARE FOUND TO BE IN VIOLATION OF ANY GOVERNING CODE IN FORCE AT THE TIME OF CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND/OR OWNER, CORRECTION OF EXISTING HIDDEN CODE VIOLATIONS SHALL BE APPROVED AND PAID FOR BY THE OWNER.

DISCREPANCIES:
THE CONTRACTOR SHALL FIELD CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS AND BE RESPONSIBLE FOR SAME. WHEN IN THE OPINION OF THE CONTRACTOR A DISCREPANCY EXISTS, HE SHALL PROMPTLY REPORT IT IN WRITING TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF THE WORK IN THE AREA OF QUESTION. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THE CONTRACTOR'S FAILURE TO CORRECT CONFLICTING FIELD CONDITIONS.

SAFETY AND SECURITY:
THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO ENSURE THE SAFETY OF THE WORK FORCE AND PUBLIC EXPOSED TO THE CONSTRUCTION PERFORMED UNDER THIS CONTRACT. HE SHALL SECURE THE WORK SITE AGAINST UNAUTHORIZED ENTRY AND MAINTAIN ALL SAFETY AND SECURITY MEASURES THROUGHOUT THE DURATION OF THE WORK.

SAFEGUARDS:
THE GENERAL CONTRACTOR SHALL PROVIDE GUARDRAILS, HANDRAILS, AND COVERS FOR ALL FLOOR, ROOF AND WALL OPENINGS. HE SHALL MAINTAIN AND RELOCATE ALL SAFEGUARDS AND PROTECTIVE FACILITIES AS REQUIRED BY SUBCONTRACTORS OR JOB.

CONSTRUCTION MEANS AND METHODS:
SALTZ MICHELSON ARCHITECTS AND/OR ENGINEERS' SHALL NOT HAVE CHARGE, CONTROL, OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, SEQUENCES, PROCEDURES OR FOR SAFETY PRECAUTIONS AND PROGRAMS.

IT IS UNDERSTOOD AND AGREED THAT THE ARCHITECT HAS NO CONSTRUCTIVE USE OF THE OWNER'S SITE; HAS NO CONTROL OR AUTHORITY OVER THE MEANS, METHODS, AND SEQUENCES OF CONSTRUCTION; AND THEREFORE HAS NO ONGOING RESPONSIBILITY WHATSOEVER FOR CONSTRUCTION SITE SAFETY, A RESPONSIBILITY THAT HAS BEEN WHOLLY VESTED IN THE GENERAL CONTRACTOR.

NOTWITHSTANDING THE ABOVE, THE ARCHITECT HAS A DUTY TO PRESERVE AND PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE. ACCORDINGLY, IT IS SALTZ MICHELSON ARCHITECTS' PROFESSIONAL RESPONSIBILITY TO TAKE WHAT HE BELIEVES ARE PRUDENT MEASURES SHOULD THE ARCHITECT ENCOUNTER SITUATIONS THAT HE BELIEVES CREATE A DANGER TO PUBLIC HEALTH, SAFETY, OR WELFARE. THE CLIENT/OWNER UNDERSTANDS THIS CONTRACTOR'S OBLIGATION TO DEFEND SALTZ MICHELSON ARCHITECTS AND HOLD THE ARCHITECT HARMLESS FROM CLAIMS ARISING FROM THE ARCHITECT'S EXERCISE OF PROFESSIONAL RESPONSIBILITY IN THIS REGARD.

LICENSES AND PERMITS:
THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL SECURE THE REQUIRED CITY, COUNTY, STATE LICENSES OR PERMITS AND SPECIAL PERMITS, WHEN REQUIRED, PRIOR TO COMMENCING ANY WORK ON THIS PROJECT. PERMITS SHALL BE PROTECTED AND DISPLAYED IN ACCORDANCE WITH THE LOCAL GOVERNING AGENCY REQUIREMENTS.

PERMIT FEES:
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PAY FOR ALL BUILDING PERMITS REQUIRED BY LOCAL CODE OR ORDINANCE.

PERMANENT UTILITY FEES:
IMPACT FEES, WATER AND SEWER CONNECTION FEES AND DEPOSITS FOR PERMANENT UTILITY SERVICES SHALL BE PAID FOR BY THE OWNER. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND/OR OWNER WHEN THESE FEES APPLY PRIOR TO THE START OF CONSTRUCTION.

TEMPORARY UTILITY FEES:
FEES FOR TEMPORARY CONSTRUCTION RELATED USE OF UTILITY SERVICES SUCH AS WATER, ELECTRIC, TRASH DISPOSAL, PORTABLE TOILETS, JOB SITE PHONES AND OTHER SUCH SERVICES THAT ARE PRIMARILY UTILIZED BY THE CONTRACTOR IN PERFORMANCE OF THE WORK UNDER THIS CONTRACT SHALL BE INCLUDED IN THE COST OF THE JOB AND PAID BY THE CONTRACTOR.

INSURANCE:
THE CONTRACTOR SHALL PROVIDE ALL REQUIRED INSURANCE FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK. PROOF OF INSURANCE SHALL BE SUBMITTED TO THE OWNER PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR AND HIS SUBCONTRACTORS ARE NOT TO COMMENCE WORK UNDER THIS CONTRACT UNTIL REQUIRED INSURANCE IS OBTAINED AND APPROVAL RECEIVED FROM THE OWNER.

INSURANCE TYPE	MINIMUM LIMITS OF LIABILITY
WORKMAN'S COMPENSATION	STATUTORY
CONTRACTOR'S PUBLIC LIABILITY: BODILY INJURY	\$100,000 EACH PERSON \$300,000 EACH ACCIDENT \$10,000 EACH ACCIDENT \$25,000 AGGREGATE
PROPERTY DAMAGES	

CONTRACTOR'S LIABILITY FOR SUBCONTRACTOR'S BODILY INJURY	\$100,000 EACH PERSON \$300,000 EACH ACCIDENT \$10,000 EACH ACCIDENT \$25,000 AGGREGATE
PROPERTY DAMAGES	

AUTOMOBILE PUBLIC LIABILITY: BODILY INJURY	\$100,000 EACH PERSON \$300,000 EACH ACCIDENT \$10,000 EACH ACCIDENT
PROPERTY DAMAGES	
INDEMNITY:	CONTRACTOR SHALL PROTECT, DEFEND, SAVE HARMLESS AND INDEMNIFY OWNER'S ITS EMPLOYEES, AGENTS AND PUBLIC FROM CLAIMS, DEMANDS OR EXPENSE ON ACCOUNT OF INJURY TO PERSON OR DAMAGE TO PROPERTY, ALLEGED OR REAL, ARISING FROM ANYTHING DONE OR NOT DONE UNDER THIS AGREEMENT BY CONTRACTOR, SUBCONTRACTOR, OR ANYONE DIRECTLY EMPLOYED BY EITHER.

GUARANTEE:
THE CONTRACTOR SHALL GUARANTEE ALL WORK UNDER THIS CONTRACT TO BE FREE FROM DEFECTS IN MATERIAL OR WORKSMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OR CERTIFICATE OF OCCUPANCY. HE SHALL REPLACE ANY WORK THAT FAILS TO CONFORM TO THE DRAWINGS OR DETAILS AS SHOWN IN THESE CONSTRUCTION DOCUMENTS. HE SHALL DELIVER TO THE OWNER ALL WRITTEN WARRANTIES OR GUARANTEES OFFERED BY THE MANUFACTURERS FOR ALL COMPONENTS, EQUIPMENT AND FIXTURES. COPIES OF INVOICES, BILLS OF MATERIALS, ORDERS SHALL BE GIVEN TO THE OWNER WHEN REQUIRED TO ENFORCE GUARANTEES AND WARRANTIES. THESE PROVISIONS SHALL APPLY TO ALL VENDORS OR OTHERS WHO MAY BE EMPLOYED BY THE CONTRACTOR IN PRODUCING THIS WORK.

COORDINATION OF THE TRADES:
THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF EVERY ASPECT OF THE WORK AS DESCRIBED IN THE CONTRACT FOR CONSTRUCTION INCLUDING ALL OF THE REQUIREMENTS OF THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION". AIA DOCUMENT A-201. HE SHALL VERIFY ALL DRAWINGS AND COORDINATE THE WORK OF ALL TRADES AT THE TIME THE WORK IS PERFORMED ON THIS STRUCTURE. NO ADDITIONAL PAYMENTS SHALL BE MADE FOR THE CONTRACTOR'S FAILURE TO COORDINATE THE WORK AND CORRECT CONFLICTING FIELD CONDITIONS.

GENERAL CONTRACTOR SHALL DO ALL CUTTING AND PATCHING OF EXISTING CONCRETE SLABS, PARTITIONS, ETC. IN ACCORDANCE WITH STRUCTURAL ENGINEER'S INSTRUCTIONS AS MAY BE REQUIRED FOR ALL TRADES TO ACCOMPLISH ALL WORK REQUIRED BY THESE CONTRACT DOCUMENTS. CONTRACTOR SHALL DO ALL PATCHING AND PROVIDE NEW FINISHES TO MATCH EXISTING SO AS TO MAKE THE "PATCHED AREA" INDISCERNIBLE TO THE EXISTING ADJACENT AREA. ALL EXISTING SURFACES SUCH AS WALLS, FLOORS, CEILINGS, BASES, ETC. THAT ARE AFFECTED BY THESE ALTERATIONS ARE TO HAVE NEW MATERIAL AND FINISH AS REQUIRED TO MATCH ALL ADJACENT EXISTING FINISHES.

DEMOLITION:
TITLE TO MATERIALS, TITLE TO ALL MATERIAL AND EQUIPMENT TO BE DEMOLISHED AND REMOVED EXCEPTING ITEMS INDICATED TO BE TURNED OVER TO THE OWNER IS VESTED IN THE CONTRACTOR AT START OF PROJECT.

REMOVE ALL SPECIFIC ITEMS INDICATED ON THESE DRAWINGS AND ALSO REMOVE ANY OTHER ITEMS OR CONSTRUCTION AS REQUIRED TO ACCOMPLISH ALL NEW WORK TO AREAS SHOWN.

ALL REMOVED ITEMS SHALL BECOME THE PROPERTY OF THE CONTRACTOR WITH THE APPROVAL OF THE OWNER AND SHALL BE REMOVED FROM THE SITE.

THE AMOUNT OF DUST RESULTING FROM DEMOLITION SHALL BE CONTROLLED TO PREVENT THE SPREAD OF DUST TO AVOID CREATION OF A NUISANCE IN THE SURROUNDING AREA. USE OF WATER WILL NOT BE PERMITTED WHEN IT WILL RESULT IN, OR CREATE, HAZARDOUS OR OBSECTABLE CONDITIONS SUCH AS FLOODING, LEAKING TO FLOOR BELOW AND POLLUTION.

MANUFACTURER'S INSTRUCTIONS:
MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION, APPLICATION OR METHODS SHALL BE STRICTLY ADHERED TO AND BY REFERENCE ARE MADE A PART OF THESE PLANS AS IF FULLY WRITTEN HEREIN. FAILURE OF THE CONTRACTOR TO OBTAIN MANUFACTURER'S INSTRUCTIONS SHALL NOT RELIEVE HIM FROM PERFORMING ALL OF THE REQUIREMENTS OF THE WORK. CONTRACTOR SHALL COORDINATE EQUIPMENT DEMENSIONS, ELECTRICAL REQUIREMENTS AND UTILITY CONNECTIONS PRIOR TO CONSTRUCTION WITH ACTUAL EQUIPMENTS MAKE AND MODEL.

WORKMANSHIP:
ALL WORK SHALL BE PERFORMED IN A FIRST CLASS WORKMAN LIKE MANNER IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS, THE BUILDING CODE AND THE REQUIREMENTS OF THE WORK. WORKMANSHIP APPLICABLE NATIONAL, STATE AND LOCAL CODES, ORDINANCES AND RULES.

MATERIALS:
UNLESS SPECIFIED OTHERWISE, ALL CONTRACTOR SUPPLIED MATERIALS, FIXTURES, FINISHES, ETC. SHALL BE NEW AND OF THE HIGHEST QUALITY AVAILABLE. THE MANUFACTURER'S ORIGINAL SEALED CARTONS OR PACKAGING.

SHOP DRAWINGS:
THE CONTRACTOR SHALL OBTAIN ARCHITECTS OR OWNER'S WRITTEN APPROVAL OF SHOP DRAWINGS PRIOR TO FABRICATION. SAMPLES SHALL BE SUBMITTED UPON REQUEST. WHERE INSTALLATIONS REQUIRING SHOP DRAWINGS HAVE BEEN MADE WITHOUT APPROVED DOCUMENTS THE OWNER AND/OR ARCHITECT MAY REJECT THE WORK. REPLACEMENT ADDITIONS OR MODIFICATIONS TO ALL SUCH WORK SHALL BE MADE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL PREFABRICATED ITEMS OF THE WORK.

ACTIVE SERVICES:
EXISTING ACTIVE SERVICES: WATER, GAS, SEWER, ELECTRIC, ETC., WHEN ENCOUNTERED, SHALL BE PROTECTED AGAINST DAMAGE. DO NOT PREVENT OR DISTURB OPERATION OF ACTIVE SERVICES WHICH ARE TO REMAIN. IF ACTIVE SERVICES ARE ENCOUNTERED WHICH REQUIRE RELOCATION, MAKE REQUEST TO AUTHORITIES WITH JURISDICTION FOR DETERMINATION OF PROCEDURES. WHERE EXISTING SERVICES ARE TO BE ABANDONED, THEY SHALL BE TERMINATED ON CONFORMANCE WITH REQUIREMENTS OF THE LANDLORD, OWNER, SPECIFICATIONS, UTILITY COMPANIES AND/OR GOVERNING AGENCIES HAVING JURISDICTION.

DAMAGE:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL AREAS, INCLUDING STORAGE SPACES, IN AND AROUND THE SITE AGAINST DAMAGE DURING THE CONSTRUCTION PROCESS. DAMAGE TO ANY AREA SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AND LANDLORD AT THE CONTRACTOR'S EXPENSE.

SANITATION FACILITIES:
THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE TEMPORARY TOILET FACILITIES ON THE JOB SITE.

DRINKING WATER:
THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE DRINKING WATER FOR THE USE OF ALL TRADESMEN. THE WATER SUPPLY SHALL BE FREE OF CHARGE, CONVENIENTLY LOCATED AND MAINTAINED THROUGHOUT THE DURATION OF THE WORK.

FIRE PROTECTION:
THE CONTRACTOR SHALL PROVIDE GENERAL FIRE PROTECTION THROUGHOUT THE JOB DURING THE DURATION OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING FIRE PROTECTION FOR THEIR OWN SPECIALTY.

OPERATING INSTRUCTIONS:
THE OWNER SHALL BE FURNISHED WITH THE ORIGINAL OPERATING INSTRUCTIONS, REPAIR AND MAINTENANCE MANUALS AS SUPPLIED BY THE MANUFACTURER FOR ALL EQUIPMENT INSTALLED UNDER THE CONTRACTOR'S SUPERVISION.

FINAL CLEANING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CONSTRUCTION CLEAN-UP INCLUDING THE REMOVAL OF ALL TEMPORARY CONSTRUCTION, SUPPORTS, LIGHTING, BARRIERS, BARRICADES, ETC. USING MANUFACTURER'S RECOMMENDED CLEANING AGENTS THE CONTRACTOR SHALL CLEAN AND POLISH ALL GLASS SURFACES, FINISH HARDWARE, CERAMIC AND VINYL TILE FLOORING, MIRRORS, WOODWORK, BASEBOARDS AND WALL SURFACES. REMOVE ALL FINGERPRINTS, STAINS, MARKINGS, DUST, DIRT, PUTTY AND OVER PAINTING IN PREPARATION FOR USE AND OCCUPANCY.

SITE CLEAN-UP:
GARBAGE RECEPTACLES SHALL BE ON SITE AT ALL TIMES. THE JOB SITE SHALL BE KEPT FREE OF ACCUMULATED TRASH AND WASTE MATERIALS WHICH SHALL BE REMOVED WEEKLY. "BROOM CLEANING" SHALL BE DONE ON AN AS NEEDED OR DAILY BASIS FOR THE DURATION OF CONSTRUCTION. THE CONTRACTOR SHALL CLEAN ALL AREAS OF THE WORK AFTER CONSTRUCTION IS COMPLETED. ALL TRASH, DEBRIS, IMPLEMENTS AND SURPLUS MATERIALS SHALL BE REMOVED FROM THE JOB SITE AT THE CONTRACTOR'S EXPENSE. ALL WASTE SHALL BE LEGALLY DISPOSED OF AT PUBLIC OR PRIVATE DUMPING FACILITIES.

FINAL INSPECTION:
THE OWNER AND CONTRACTOR SHALL PERFORM A FINAL "WALK THROUGH" INSPECTION OF THE WORK PRIOR TO THE OWNER'S FINAL ACCEPTANCE. THE CONTRACTOR SHALL PREPARE AND SUBMIT A WRITTEN "PUNCH LIST" TO THE OWNER OF THE ITEMS OF THE WORK THAT REQUIRE ADJUSTMENT, CORRECTION OR REPLACEMENT. PUNCH LISTED EQUIPMENT, FEATURES OR FINISHES SHALL BE REPAIRED TO THE OWNER'S SATISFACTION WITHIN FIVE WORKING DAYS.

FINAL ACCEPTANCE:
THE CONTRACTOR SHALL DEMONSTRATE TO THE OWNER THE USE AND VERIFY THE PROPER FUNCTION OF ALL OPERATING FEATURES INCORPORATED INTO THE PROJECT. THE OWNER SHALL REVIEW, VERIFY AND APPROVE THE COMPLETENESS OF ALL "PUNCH LIST" WORK.

CERTIFICATE OF OCCUPANCY:
UPON FINAL ACCEPTANCE AND COMPLETION THE CONTRACTOR SHALL OBTAIN AND DELIVER TO THE OWNER OR OWNER'S AGENT A "CERTIFICATE OF OCCUPANCY" OR "CERTIFICATE OF USE" FROM THE LOCAL GOVERNING AGENCY.

PERMANENT ELECTRIC SERVICE:
A "CERTIFICATE OF OCCUPANCY" OR "CERTIFICATE OF COMPLETION" IS A PREREQUISITE TO OBTAINING AN ELECTRIC METER AND/OR PERMANENT ELECTRIC SERVICE THE CONTRACTOR SHALL HAVE THE LOCAL ELECTRIC UTILITY INSTALL ALL THE REQUIRED COMPONENTS TO PROVIDE THE ELECTRIC SERVICE SPECIFIED IN THE PLANS. THEREAFTER HE SHALL TEST AND DEMONSTRATE TO THE OWNER THE USE AND VERIFY THE PROPER FUNCTION OF ALL COMPONENTS AND OPERATING FEATURES OF THE ELECTRICAL SYSTEM.

TESTING:
ALL REQUIRED TESTS SHALL BE PERFORMED BY AN APPROVED TESTING LABORATORY AT THE CONTRACTOR'S EXPENSE. TEST RESULTS SHALL BE SUBMITTED TO ARCHITECT, AND/OR ENGINEER.

THE FOLLOWING GUIDELINES SPECIFICATIONS ARE INTENDED FOR GENERAL INFORMATION AND SUPPLEMENT THE REQUIREMENTS SHOWN ON THE DRAWINGS. THESE SPECIFICATIONS ARE NOT A FULL COMPREHENSIVE CONSTRUCTION SPECIFICATIONS AND SHOULD NOT BE USED AS SUCH. THE GENERAL CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL MATERIALS AND LABOR REQUIRED TO ACHIEVE THE INTENT OF THESE SPECIFICATIONS AND DRAWINGS.

ARCHITECTURAL WOODWORK:
A. GENERAL: PROVIDE MATERIALS THAT COMPLY WITH REQUIREMENTS OF THE AIA QUALITY STANDARD FOR EACH TYPE OF WOODWORK AND QUALITY OF FINISH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF INTERIOR WOODWORK, WITH REQUIREMENTS OF THE REFERENCED PRODUCT STANDARDS THAT APPLY TO PRODUCT CHARACTERISTICS INDICATED.

B. HARDWARE COORDINATION: DISTRIBUTE COPIES OF APPROVED SCHEDULE FOR CABINET HARDWARE SPECIFIED IN DIVISION 8 SECTION "DOOR HARDWARE" TO FABRICATOR OF ARCHITECTURAL WOODWORK; COORDINATE CABINET SHOP DRAWINGS AND FABRICATION WITH HARDWARE REQUIREMENTS.

C. INTERIOR STANDING AND RUNNING TRIM FOR TRANSPARENT FINISH.

1. QUALITY STANDARD: COMPLY WITH AIA SECTION 300.
- a. GRADE: CUSTOM.
- d. INTERIOR FRAMES AND JAMBS FOR OPAQUE FINISH.

1. QUALITY STANDARD: COMPLY WITH AIA SECTION 900.
- a. GRADE: CUSTOM.
- e. INSTALLATION QUALITY STANDARD: INSTALL WOODWORK TO COMPLY WITH AIA SECTION 1700 FOR THE SAME GRADE SPECIFIED IN PART 2 OF THIS SECTION FOR TYPE OF WOODWORK INVOLVED.
- f. STANDING AND RUNNING TRIM: INSTALL WITH MINIMUM NUMBER OF JOINTS POSSIBLE, USING FULL-LENGTH PIECES (FROM MAXIMUM LENGTH OF LUMBER AVAILABLE) TO THE GREATEST EXTENT POSSIBLE. DO NOT USE PIECES LESS THAN 36 INCHES (900 MM) LONG, EXCEPT WHEN NECESSARY, STAGGER JOINTS IN ADJACENT AND RELATED MEMBERS. FILL GAPS, IF ANY, BETWEEN TOP OF BASE AND WALL WITH PLASTIC WOOD FILLER, SAND SMOOTH, AND FINISH SAME AS WOOD BASE, IF FINISHED.

1. INSTALL STANDING AND RUNNING TRIM WITH NO MORE THAN 1/8 INCH IN 96-INCH (3 MM IN 2400-MM) VARIATION FROM A STRAIGHT LINE.

LAMINATE CLAD CABINETS:
1. QUALITY STANDARD: COMPLY WITH AIA SECTION 400 AND ITS DIVISION 400B "LAMINATE CLAD CABINETS."

- b. GRADE: CUSTOM.
- c. AIA TYPE OF CABINET CONSTRUCTION: FLUSH OVERLAY.
- d. LAMINATE CLADDING: HIGH PRESSURE DECORATIVE LAMINATE COMPLYING WITH THE FOLLOWING REQUIREMENTS:

1. COLORS, PATTERNS, AND FINISHES: PROVIDE MATERIALS AND PRODUCTS THAT RESULT IN COLORS AND TEXTURES OF EXPOSED LAMINATE SURFACES COMPLYING WITH THE FOLLOWING REQUIREMENTS:

- a. PLASTIC LAMINATE FINISHES AS SELECTED BY ARCHITECT.
- b. ALL PLASTIC LAMINATES TO BE MINIMUM 1/16" THICK.

E. HARDWARE STANDARD: COMPLY WITH ANSI/BHMA A156.8 "AMERICAN NATIONAL STANDARD FOR CABINET HARDWARE" FOR ITEMS INDICATED BY REFERENCE TO BHMA NUMBERS OR REFERENCED TO THIS STANDARD.

F. EXPOSED HARDWARE FINISHES: FOR EXPOSED HARDWARE, PROVIDE FINISH THAT COMPLIES WITH ANSI/BHMA A156.15 FOR BHMA CODE NUMBER INDICATED.

1. SATIN CHROMIUM PLATED, STEEL BASE: BHMA 652.
- g. INSTALLATION QUALITY STANDARD: INSTALL WOODWORK TO COMPLY WITH AIA SECTION 1700 FOR THE SAME GRADE SPECIFIED IN PART 2 OF THIS SECTION FOR TYPE OF WOODWORK INVOLVED.

ARCHITECTURAL CABINET TOPS (COUNTERTOPS):
A. QUALITY STANDARD: COMPLY WITH AIA SECTION 400C:

1. EDGE TREATMENT: SAME AS LAMINATE CLADDING ON HORIZONTAL SURFACES - MINIMUM 1/16" THICKNESS.

B. CABINET TOPS: INSTALL WITH MINIMUM NUMBER OF JOINTS POSSIBLE, LEVEL AND PLUMB. ANCHOR TOPS TO BASE UNITS FROM BELOW USING APPROPRIATE SCREWS.

HARDWARE REQUIREMENTS FOR SYSTEMS:
A. PROVIDE MANUFACTURER'S STANDARD HARDWARE UNLESS OTHERWISE INDICATED.

FIRE STOPPING PERFORMANCE REQUIREMENTS:
A. GENERAL: PROVIDE A COMPLETE FIRESTOPPING SYSTEMS THAT ARE PRODUCED AND INSTALLED TO RESIST THE SPREAD OF FIRE, ACCORDING TO REQUIREMENTS INDICATED, AND THE PASSAGE OF SMOKE AND OTHER GASES.

B. F-RATED THROUGH-PENETRATION FIRESTOP SYSTEMS: PROVIDE THROUGH-PENETRATION FIRESTOP SYSTEMS WITH F RATINGS INDICATED, AS DETERMINED PER ASTM E 814, BUT NOT LESS THAN THAT EQUALING OR EXCEEDING THE FIRE-RESISTANCE RATING OF THE CONSTRUCTIONS PENETRATED.

C. T-RATED THROUGH-PENETRATION FIRESTOP SYSTEMS: PROVIDE THROUGH-PENETRATION FIRESTOP SYSTEMS WITH T RATINGS, IN ADDITION TO F RATINGS, AS DETERMINED PER ASTM E 814, WHERE INDICATED AND WHERE SYSTEMS PROTECT PENETRATING ITEMS EXPOSED TO CONTACT WITH ADJACENT MATERIALS IN OCCUPYABLE FLOOR AREAS. T-RATED ASSEMBLIES ARE REQUIRED WHERE THE FOLLOWING CONDITIONS EXIST:

1. WHERE FIRESTOP SYSTEMS PROTECT PENETRATIONS LOCATED OUTSIDE OF WALL CAVITIES.
2. WHERE FIRESTOP SYSTEMS PROTECT PENETRATIONS LOCATED OUTSIDE FIRE-RESISTIVE SHAFT ENCLOSURES.
3. WHERE FIRESTOP SYSTEMS PROTECT PENETRATIONS LOCATED IN CONSTRUCTION CONTAINING DOORS REQUIRED TO HAVE A TEMPERATURE-RISE RATING.

4. WHERE FIRESTOP SYSTEMS PROTECT PENETRATING ITEMS LARGER THAN 4-INCH DIAMETER NOMINAL PIPE OR 16 SO. IN. IN OVERALL CROSS-SECTIONAL AREA.

D. FIRE-RESISTIVE JOINT SEALANTS: PROVIDE JOINT SEALANTS WITH FIRE-RESISTANCE RATINGS INDICATED, AS DETERMINED PER ASTM E 119, BUT NOT LESS THAN THAT EQUALING OR EXCEEDING THE FIRE-RESISTANCE RATING OF THE CONSTRUCTION IN WHICH THE JOINT OCCURS.

E. FOR FIRESTOPPING EXPOSED TO VIEW, TRAFFIC, MOISTURE, AND PHYSICAL DAMAGE, PROVIDE PRODUCTS THAT DO NOT DEGRADATE WHEN EXPOSED TO THESE CONDITIONS.

1. FOR PIPING PENETRATIONS FOR PLUMBING AND WET-PIPE SPRINKLER SYSTEMS, PROVIDE MOISTURE-RESISTANT THROUGH-PENETRATION FIRESTOP SYSTEMS.
2. FOR FLOOR PENETRATIONS WITH ANNULAR SPACES EXCEEDING 4 INCHES OR MORE IN WIDTH AND EXPOSED TO POSSIBLE LOADING AND TRAFFIC, PROVIDE FIRESTOP SYSTEMS CAPABLE OF SUPPORTING THE FLOOR LOADS INVOLVED AS REQUIRED BY SPECIFICATIONS.

F. FOR FIRESTOPPING EXPOSED TO VIEW, PROVIDE PRODUCTS WITH FLAME-SPREAD VALUES OF LESS THAN 25 AND SMOKE-DEVELOPED VALUES OF LESS THAN 450, AS DETERMINED PER ASTM E84.

G. PROVIDE CERTIFICATION BY FIRESTOPPING MANUFACTURER THAT PRODUCTS SUPPLIED COMPLY WITH THE FLORIDA BUILDING CODE, CONTROLLING USE OF VOLATILE ORGANIC COMPOUNDS (VOC'S) AND ARE NON TOXIC TO BUILDING OCCUPANTS.

GYPSUM BOARD ASSEMBLIES:
A. PROVIDE GYPSUM BOARD WALL ASSEMBLIES AS INDICATED ON DRAWINGS OR AS REFERENCED BY U.L. DESIGN NO. PROVIDE MATERIALS AND CONSTRUCTION IDENTICAL TO ASSEMBLIES TESTED ACCORDING TO ASTM E119 BY UNDERWRITERS LABORATORIES OR OTHER ACCEPTABLE INDEPENDENT TESTING AGENCY ACCEPTABLE TO BUILDING DEPARTMENT.

1. USE MOISTURE RESISTANT GYPSUM BOARD BEHIND ALL TILE WALLS EXCEPT AT SHOWERS.

2. CONSTRUCT GYPSUM BOARD ASSEMBLIES IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, AND ASTM C645, C640 AND C754.

C. FINISH GYPSUM PANELS IN COMPLIANCE WITH ASTM C640 AND G4216.

D. SIZE AND THICKNESS OF GYPSUM BOARD IS SHOWN ON DRAWINGS.

E. PROVIDE 5/8" DENS-SHIELD TILE BACKER BOARD.

PAINTING:
A. PAINTING MATERIALS AND SYSTEM: PROVIDE THE MANUFACTURER'S BEST QUALITY COMMERCIAL GRADE PAINT MATERIAL FOR THE VARIOUS COATING SURFACES REQUIRED IN A THREE (3) COAT PAINTING SYSTEM (PRIME, 1ST COAT AND 2ND COAT).

B. PREPARE ALL SURFACES TO BE PAINTED IN ACCORDANCE TO PAINTING MANUFACTURER'S WRITTEN INSTRUCTIONS FOR A COMPLETE SYSTEM APPLICATION REQUIREMENT.

C. MINIMUM COATING THICKNESS: APPLY MATERIAL AT NOT LESS THAN THE MANUFACTURER'S RECOMMENDED SPREAD RATE. PROVIDE A TOTAL DRY FILM THICKNESS OF THE ENTIRE SYSTEM AS RECOMMENDED BY THE MANUFACTURER.

D. ACCEPTABLE MANUFACTURERS:

1. SHERWIN WILLIAMS
2. ICI PAINTS
3. BENJAMIN MOORE

E. PAINT SCHEDULE:

1. GENERAL: PROVIDE THE FOLLOWING PAINT SYSTEMS FOR THE VARIOUS SUBSTRATES INDICATED.
- a. GYPSUM BOARD (EPOXY FINISH): AT ALL TOILET WALLS ABOVE WAINSCOT AND JANITOR'S ROOMS.

- 1) PRIMER: PREP RITE CLASSIC PRIMER B28 WIDD 1.4 MIL.
- 2) FIRST COAT: WATER BASED CATALYZED EPOXY B70/B60V15 SEMI-GLOSS 3.0 MIL.
- 3) SECOND COAT: WATER BASED CATALYZED EPOXY B70/B60V15 SEMI-GLOSS 3.0 MIL.

- b. GYPSUM BOARD (SEMI-GLOSS): TYPICAL ALL OFFICES AND COMMON AREAS
- 1) PRIMER: PROMAR 1.0 MIL.
- 2) FIRST COAT: 1.0 MIL.
- 3) SECOND COAT: 1.0 MIL.

- c. GYPSUM BOARD GELING: TYPICAL AT AREAS INDICATED WITH GYPSUM CEILING.
- 1) PRIMER: PROMAR 1.0 MIL.
- 2) FIRST COAT: 1.0 MIL.
- 3) SECOND COAT: 1.0 MIL.

- d. PRE PRIME FERROUS METAL, DOORS & FRAMES:
- 1) PRIMER: PREP RITE CLASSIC ACRYLIC PRIMER B28W10D 3.0 MIL.
- 2) FIRST COAT: PRO CLASSIC WATERBORNE ACRYLIC S/G B31 SERIES 1.3 MIL.
- 3) SECOND COAT: PRO CLASSIC WATERBORNE ACRYLIC S/G B31 SERIES 1.3 MIL.

- e. GYPSUM BOARD (PREP FOR WALL COVERING):
- 1) PRIMER: ZINSSER'S SHIELDS PRIMER.
- 2) SECOND COAT: ZINSSER'S SHIELDS PRIMER.

F. COLOR, SPREAD RATING FOR PAINT SHALL BE MINIMUM CLASS "A".

1. SATIN CHROMIUM PLATED, STEEL BASE: BHMA 652.

g. INSTALLATION QUALITY STANDARD: INSTALL WOODWORK TO COMPLY WITH AIA SECTION 1700 FOR THE SAME GRADE SPECIFIED IN PART 2 OF THIS SECTION FOR TYPE OF WOODWORK INVOLVED.

CERAMIC TILE:
A. ANSI STANDARD FOR CERAMIC TILE: COMPLY WITH ANSI A 137.1 "AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR CERAMIC TILE" FOR TYPES, COMPOSITIONS, AND FINISHES OF TILE INDICATED ON THE DRAWINGS.

1. FURNISH TILE COMPLYING WITH "STANDARD GRADE" REQUIREMENTS UNLESS INDICATED OTHERWISE.

B. ANSI STANDARD FOR TILE INSTALLATION MATERIALS: COMPLY WITH ANSI STANDARD REFERENCED WITH PRODUCTS AND MATERIALS INDICATED FOR SETTING AND GROUTING.

C. TCA GUIDELINES: PREPARE FLOOR SLAB AND INSTALL TILE AS SPECIFIED IN THE TILE COUNCIL OF AMERICA GUIDELINES, LATEST EDITION.

D. TRANSITION STRIPS: PROVIDE TRANSITION STRIPS AND/OR MARBLE THRESHOLDS AS REQUIRED BETWEEN CERAMIC TILE AND OTHER FLOORING. (MANUFACTURER: JOHNSONITE - COLOR TO MATCH ADJACENT FLOORING).

E. MANUFACTURER AS SPECIFIED ON THE DRAWINGS.

F. GROUT PER ANSI A118.6 OR A118.7 AT ALL COMMON AREAS. GROUT IN ALL WET AREAS SHALL BE CHEMICAL RESISTANT EPOXY COMPLYING WITH ANSI A118.7.

G. FLOOR TILE SHALL HAVE A MINIMUM .60 COEFFICIENT OF FRICTION TO COMPLY WITH ADA REQUIREMENTS FOR NON-SLIP FINISH. TESTED IN ACCORDANCE WITH ASTM C-1028-89.

- H. INSTALLATION:
1. WALL TILE: TCA INSTALLATION METHODS W202-07 AND W243-07.
2. FLOOR TILE: TCA INSTALLATION METHOD F113-07. USE F112-07 WHERE JOB CONDITIONS DICTATE OR SLOPE IS REQUIRED.

3. GROUT INSTALL IN ACCORDANCE WITH ANSI A108.10.

4. PREP EXISTING FLOOR SUBSTRATES AS REQUIRED FOR A CLEAN & LEVEL SURFACE, SUITABLE FOR TILE INSTALLATION.

5. CONFIRM THAT NEW SLABS ARE PROPERLY CURED PRIOR TO INSTALLATION OF TILE.

6. CLEAN ALL SURFACES, REMOVING ALL LIME, CEMENT, OR RESIN RESIDUES, IN COMPLIANCE WITH MANUFACTURER'S RECOMMENDATIONS.

ACOUSTICAL TILE CEILING SYSTEM:
A. CEILING TILE SYSTEM: PROVIDE - 15" X 15" SQUARE LAY-IN 2'x2' AND / OR 2'x4' CEILING SYSTEM AS INDICATED TO MATCH BUILDING STANDARD WITH ALL THE REQUIRED ATTACHMENTS, DEVICES, HANGERS AND TRIMS AS REQUIRED FOR A COMPLETE ACOUSTICAL TILE CEILING SYSTEM.

B. SUSPENSION SYSTEM:

1. SYSTEM CLASSIFICATION: INTERMEDIATE DUTY.
2. END CONDITION: FLUSH/SQUARE.
3. CAP MATERIAL: WHITE.
4. TEE SIZE: 1-1/2" X 151/16" WIDTH.
5. TEE CONSTRUCTION: DOUBLE WEB, WIDE FACE CAPPED PAINT

GROUND FLOOR PLAN

WALL - SERVICE WIND PRESSURES

AREA (FT ²)	ZONE 4 (PSF)	ZONE 5 (PSF)
10	±43.8 PSF	±53.9 PSF
50	±39.7 PSF	±45.6 PSF
75	±38.6 PSF	±43.5 PSF
100	±37.9 PSF	±42.0 PSF
300	±35.0 PSF	±36.3 PSF
500	±33.7 PSF	±33.7 PSF

STRUCTURAL NOTES AND SCHEDULES

S1.0



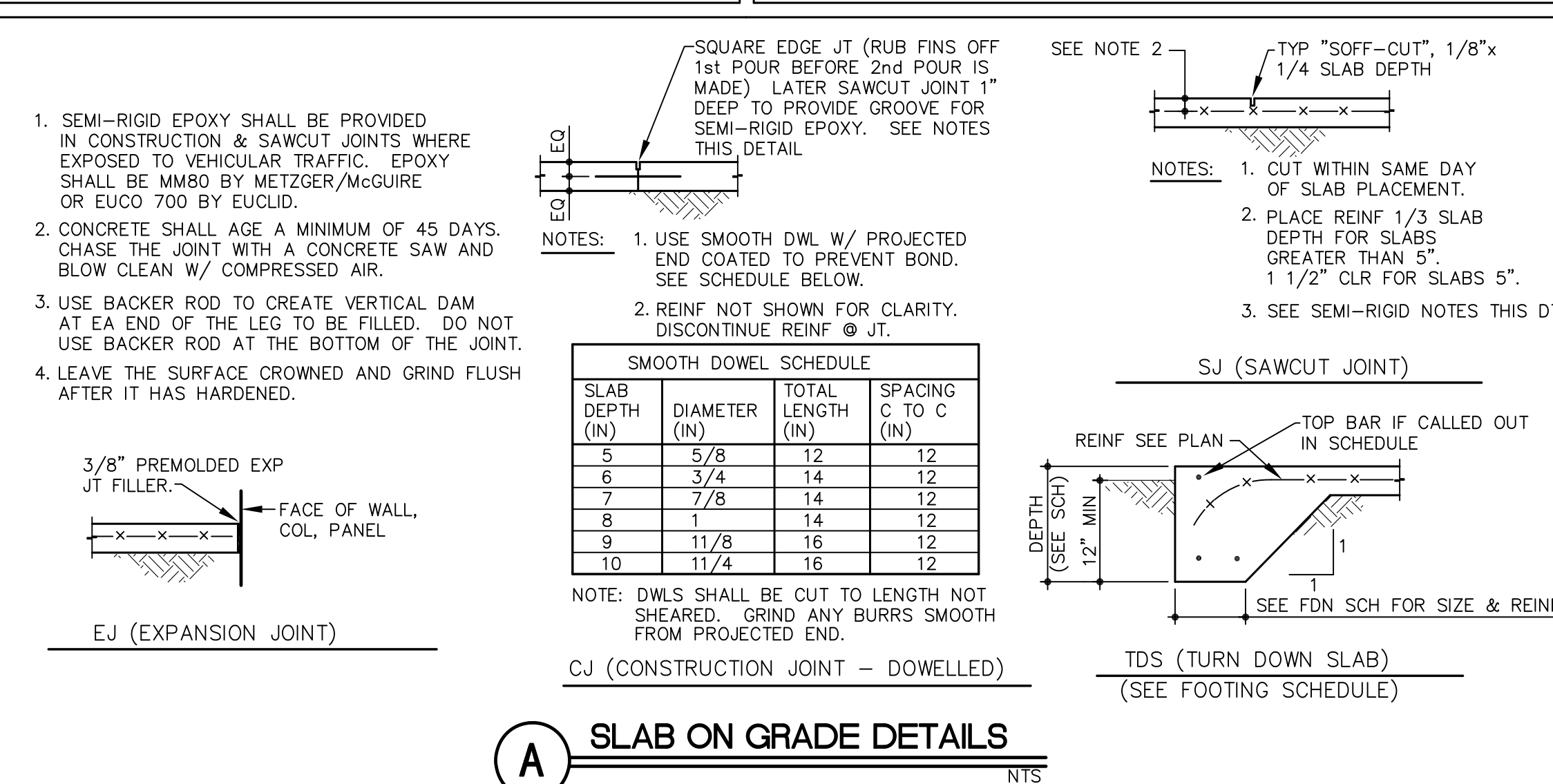
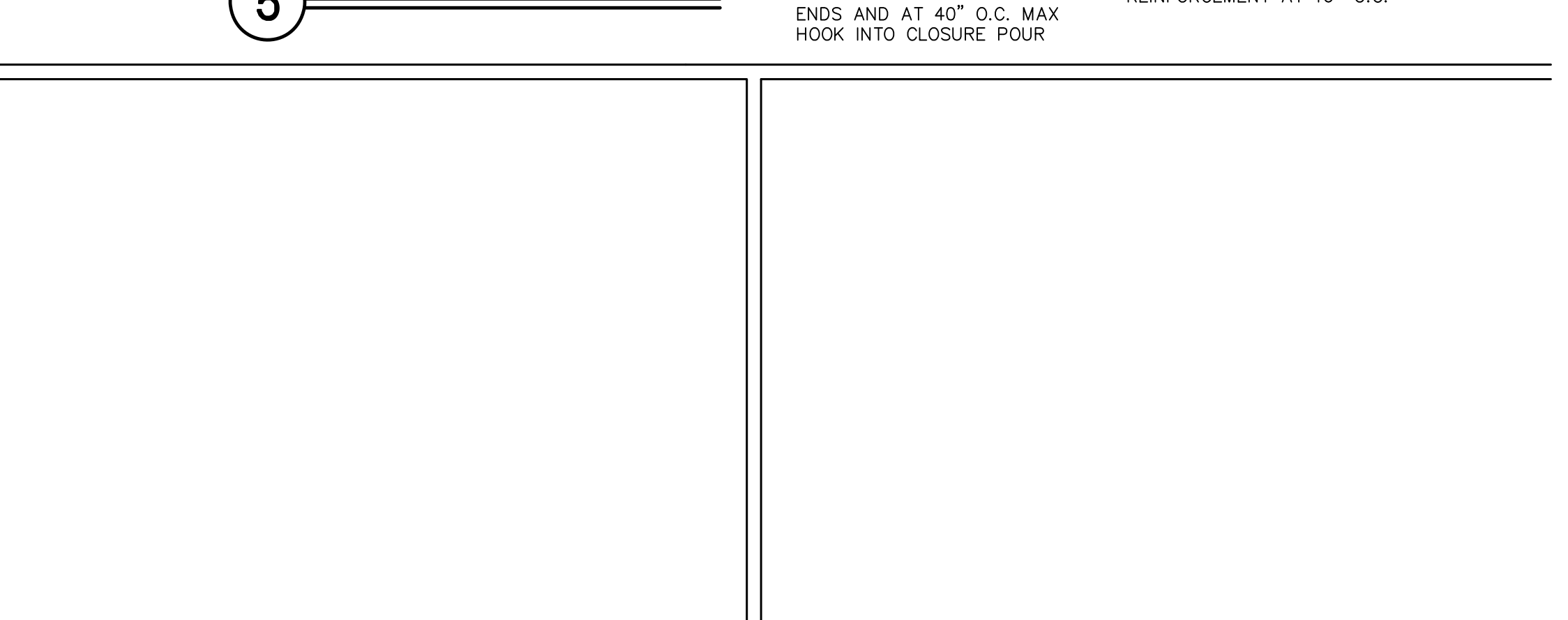
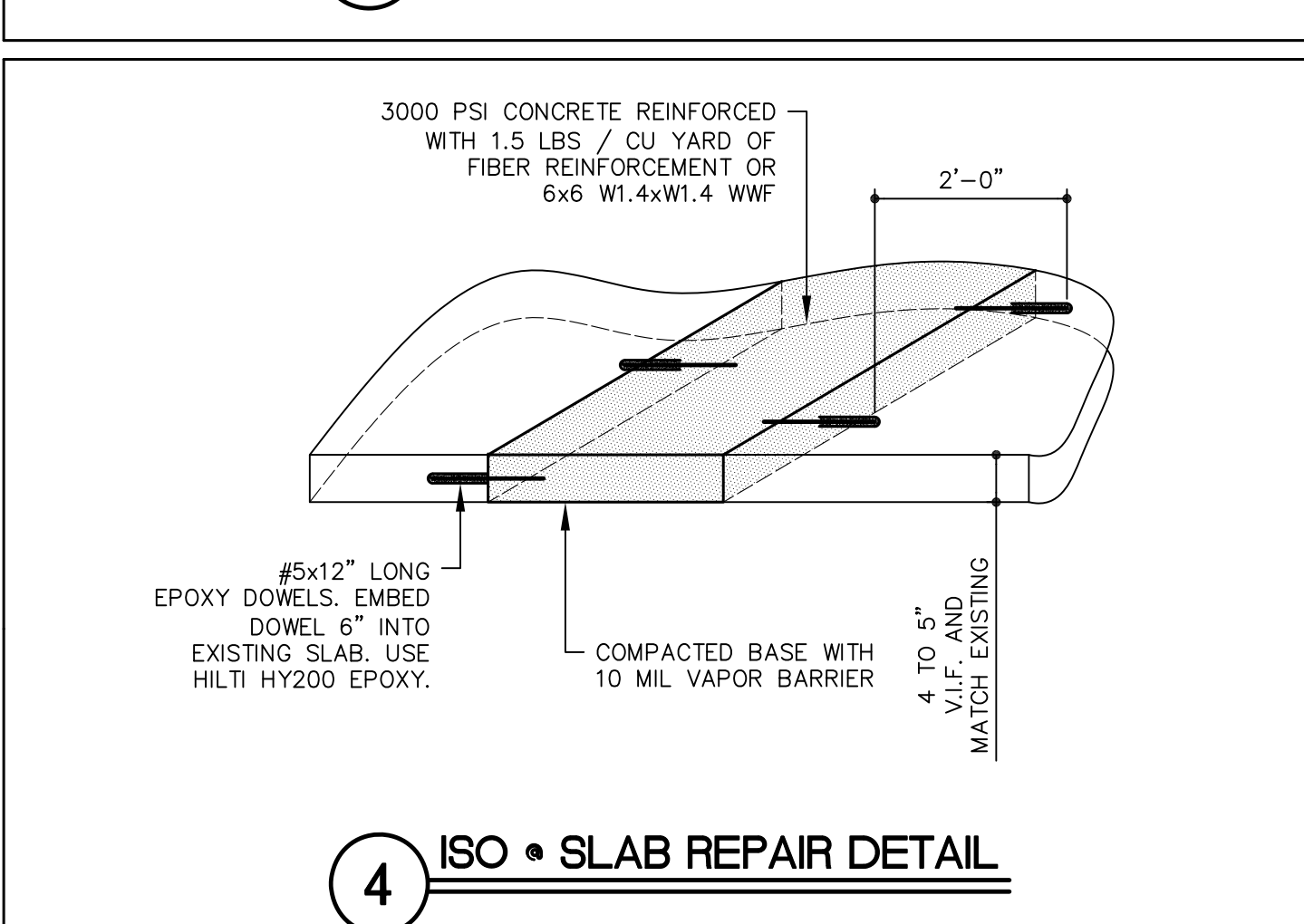
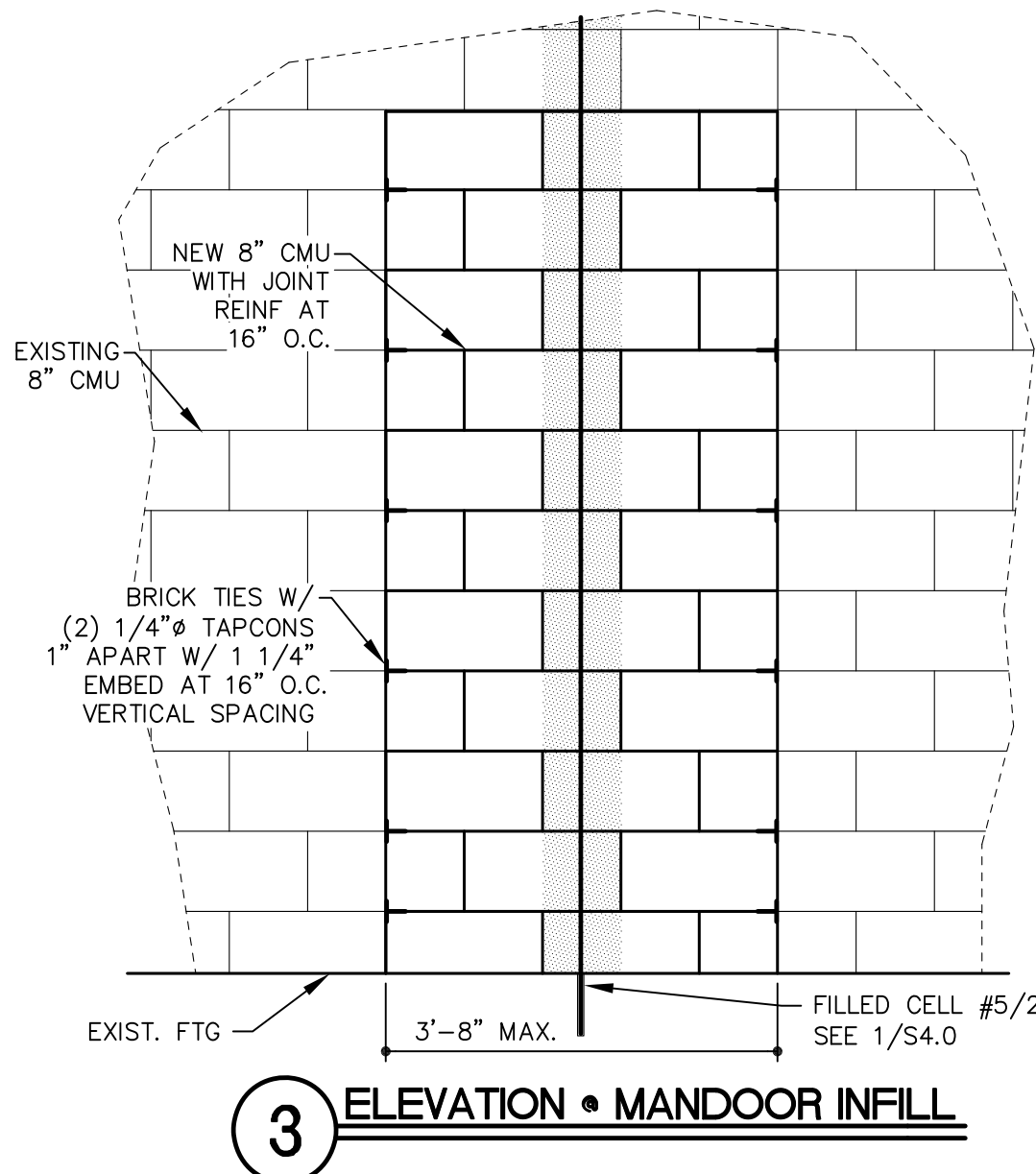
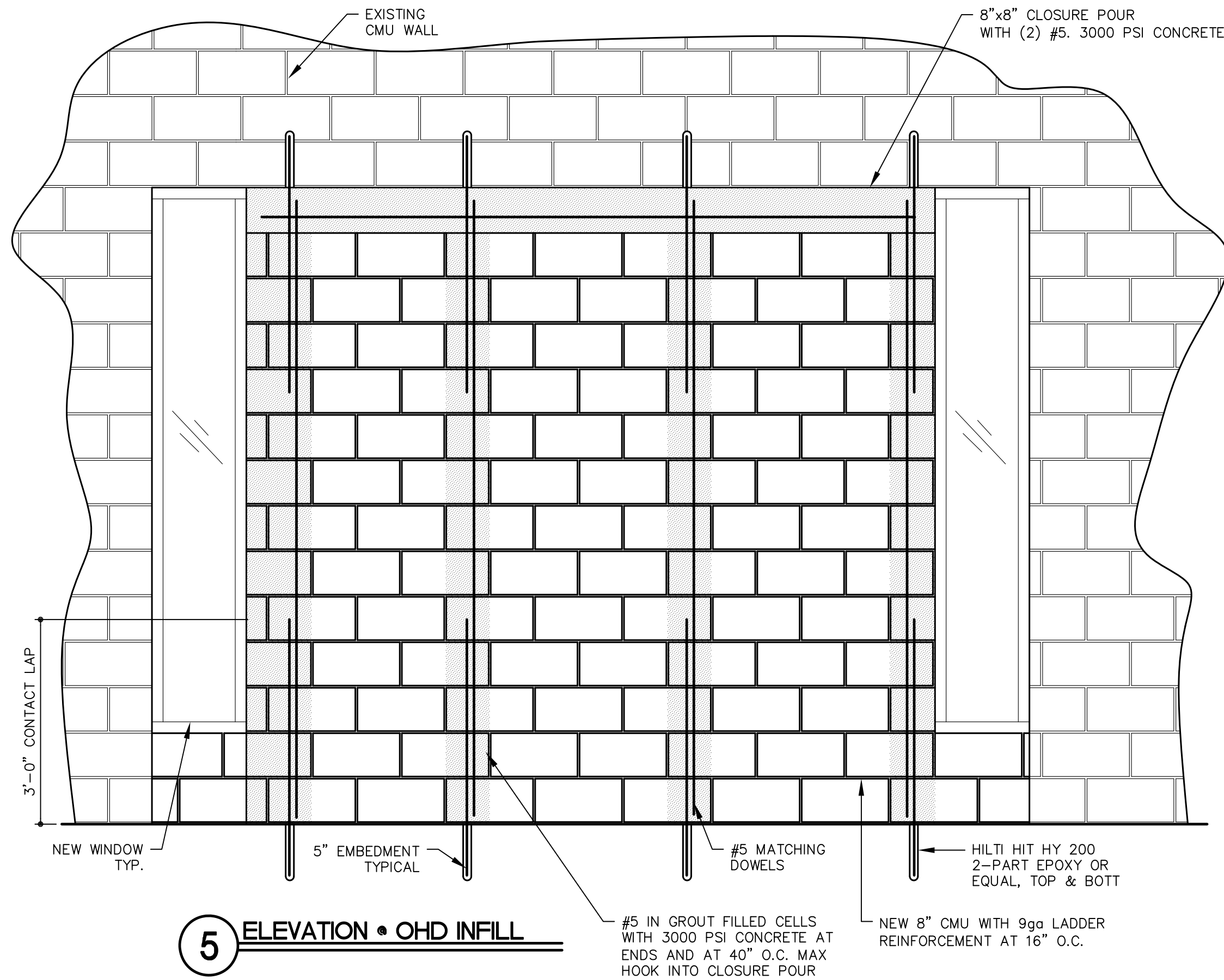
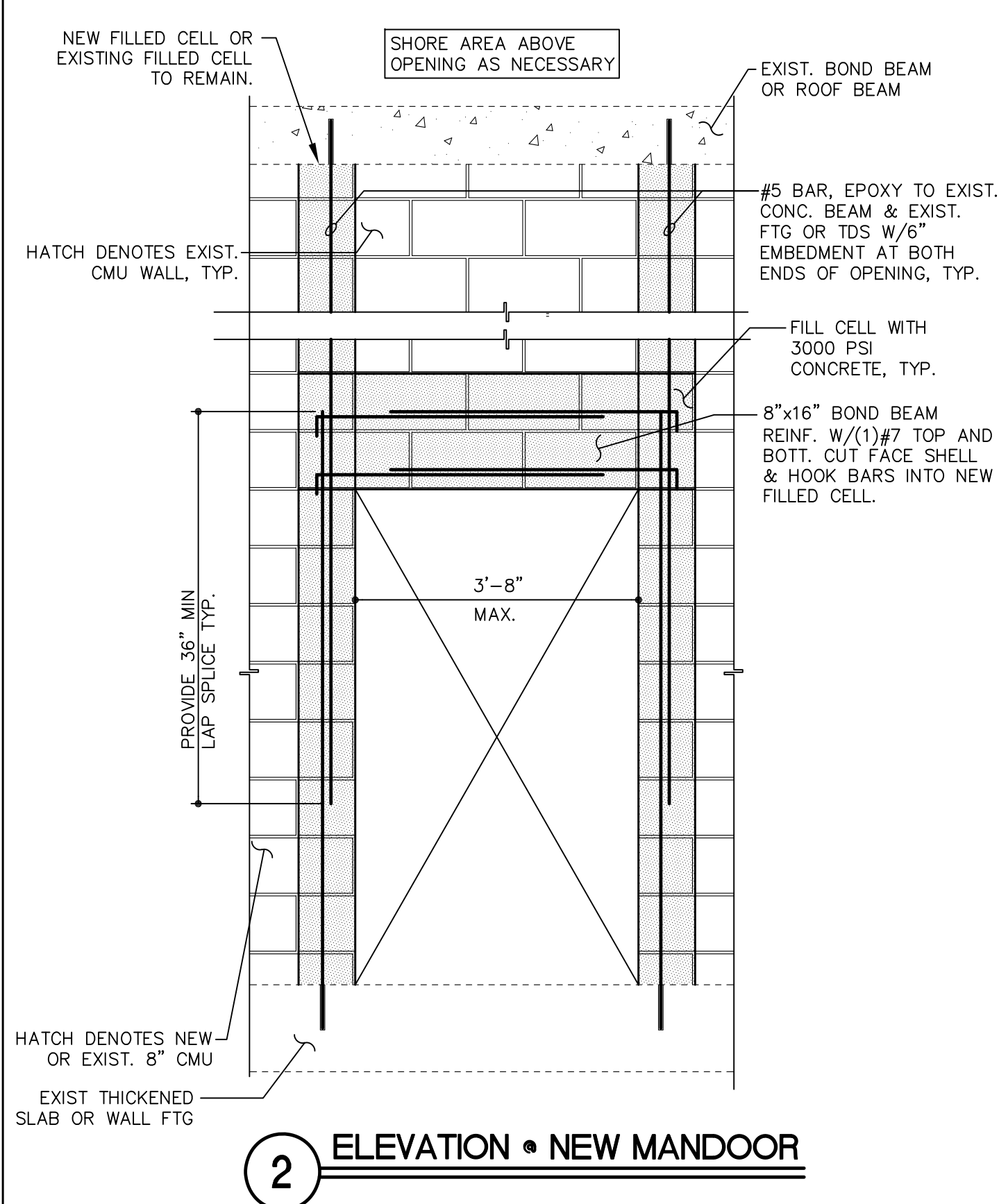
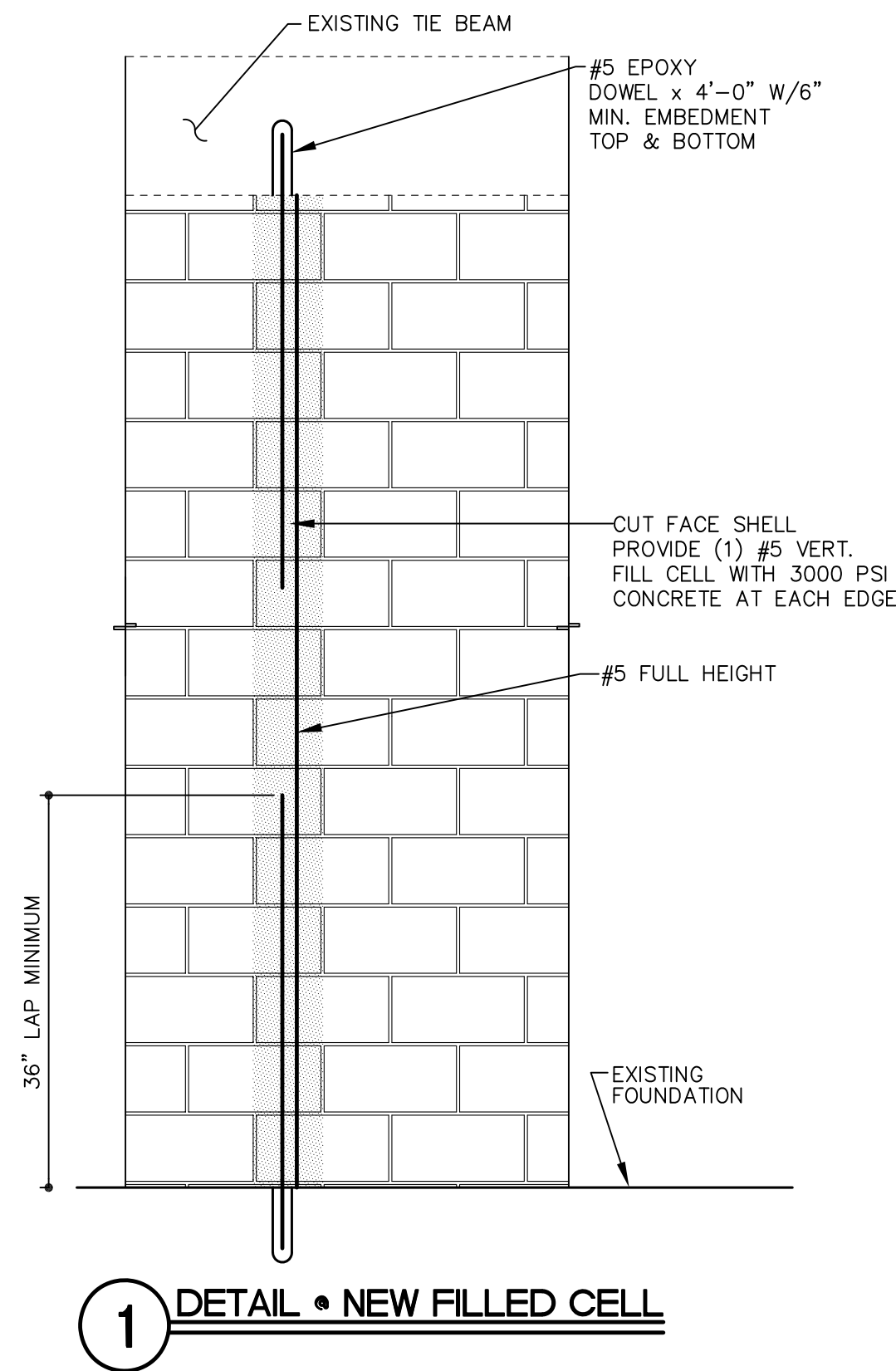
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REVISIONS

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SYMBOL LEGEND

	NUMBER FOR SECTION OR DETAIL		NUMBER FOR SECTION OR DETAIL			
SECTION CUTS		TITLE		GRID BUBBLE	REVISION MARK	REINF. CALLOUT



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Project no.: 22059

Drawn by: S.G.

Checked by: E.B.

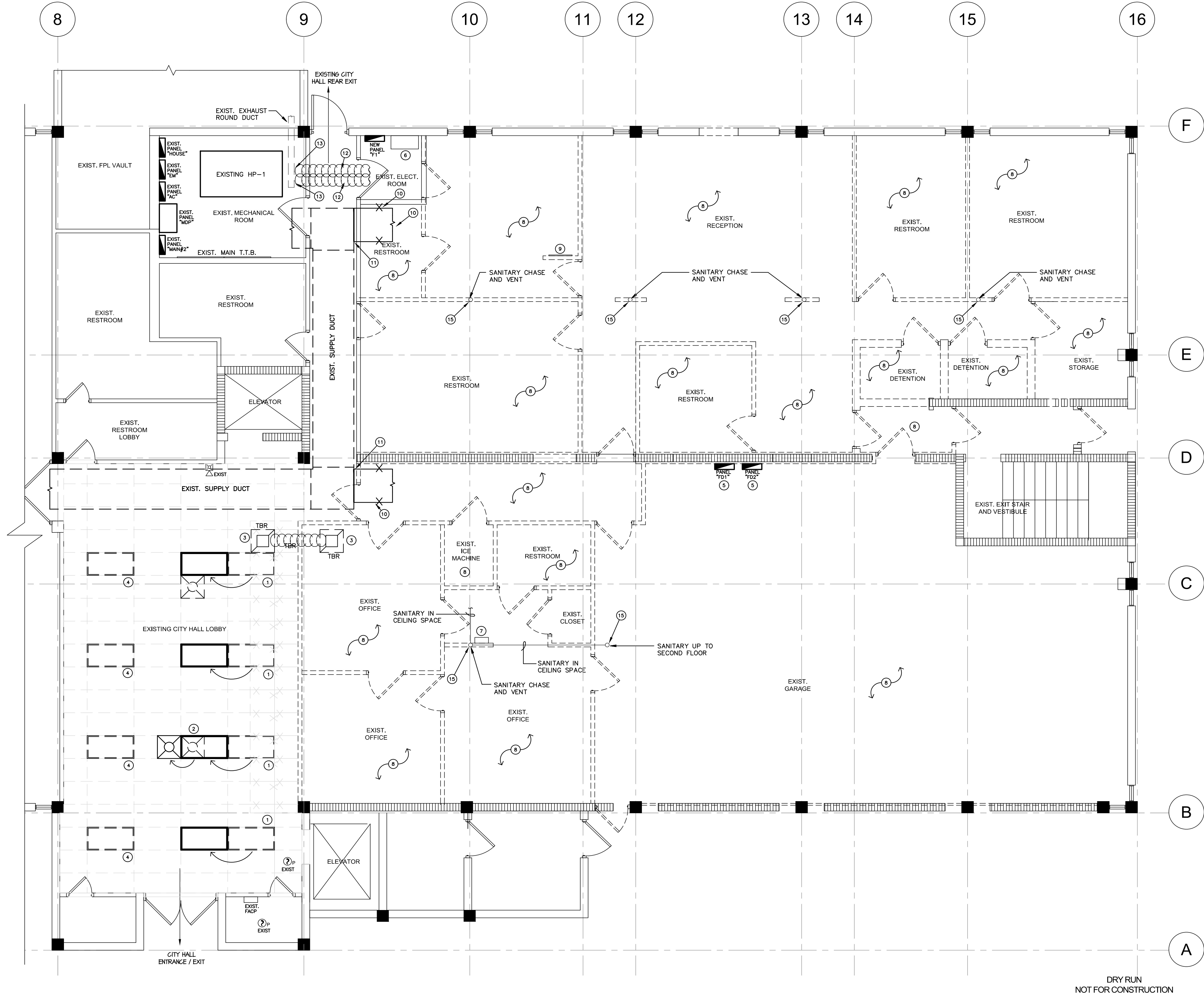
DATE: 07-27-2022

REVISIONS

STRUCTURAL DETAILS

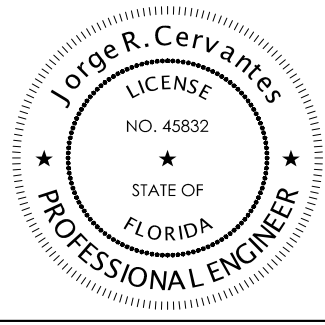
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S4.0



- FLOOR PLAN NOTES:**
- EXISTING LIGHT FIXTURE TO BE RELOCATED WHERE SHOWN. PROVIDE ALL REQUIRED HARDWARE, CONNECTIONS AND MODIFICATIONS TO EXISTING CIRCUIT. LIGHT SHALL MAINTAIN EXISTING SWITCHING CONTROL.
 - EXISTING SUPPLY AIR DIFFUSER TO BE RELOCATED BY MECHANICAL CONTRACTOR.
 - EXISTING AIR RETURN TRANSFER AND DUCT TO BE REMOVED BY MECHANICAL CONTRACTOR.
 - EXISTING LIGHT FIXTURE TO REMAIN WHERE SHOWN. SWITCHING CONTROL OF LIGHTS SHALL REMAIN AS IS.
 - EXISTING PANEL TO BE REMOVED. CONTRACTOR SHALL PROVIDE AS PART OF THE SCOPE OF WORK THE RELOCATION AND MODIFICATION OF EXISTING CIRCUITS REQUIRING TO STAY ENERGIZED OUTSIDE THE AREA OF WORK. THIS PANEL SERVES OTHER AREAS OF THE BUILDING, AS-BUILT INFORMATION IS NOT AVAILABLE. CIRCUITS SHALL BE RELOCATED AS REQUIRED TO NEW PANEL "F1" PRIOR TO DEMOLITION OF THIS PANEL.
 - EXISTING AUTOMATIC TRANSFER SWITCH (ATS) TO REMAIN.
 - EXISTING FIRE ALARM PATCH PANEL TO BE REMOVED. CONTRACTOR SHALL PROVIDE AS PART OF THE SCOPE OF WORK THE REQUIRED MODIFICATIONS.
 - CONTRACTOR SHALL REMOVE ALL EXISTING LIGHTS, RECEPTACLES, CONDUITS, WIRING, ETC. WITH IN THE AREA OF WORK THAT WILL NOT AFFECT OTHER AREAS OF THE BUILDING.
 - EXISTING TELEPHONE BOARD TO BE REMOVED.
 - EXISTING SUPPLY DUCTWORK AND ASSOCIATES DOWNSTREAM DUCTS, DIFFUSERS, FLX DUCT, ETC. WITHIN THE AREA OF RENOVATION SHALL BE REMOVED.
 - PATCH AND SEAL EXISTING SUPPLY DUCTWORK AS REQUIRED.
 - EXISTING EXHAUST DUCT AND ASSOCIATES DOWNSTREAM DUCTS, EXHAUST FANS, ETC. WITHIN THE AREA OF RENOVATION SHALL BE REMOVED.
 - PATCH AND SEAL EXISTING EXHAUST DUCT AS REQUIRED.
 - CONTRACTOR MUST REFER TO MECHANICAL AND PLUMBING DRAWINGS FOR ANY ADDITIONAL WORK, CHANGES, MODIFICATIONS, ETC. NOT SHOWN ON THIS PLAN.
 - REFER TO PLUMBING DRAWINGS FOR MODIFICATION OF THE EXISTING SANITARY AND VENT SYSTEMS.

DEMOLITION PLAN NOTE:
THIS PLAN MUST BE PROVIDED TO THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS AS PART OF THE BIDDING AND SCOPE OF WORK. FAILURE TO COMPLY, IMPLIES THE GENERAL CONTRACTOR AND SUB-CONTRACTORS WILL BE RESPONSIBLE FOR ALL THE REQUIRED WORK WITHOUT ADDITIONAL CHARGES TO THE CONSTRUCTION COST. EACH TRADE CONTRACTOR IS RESPONSIBLE FOR THE TRADE SCOPE OF WORK SHOWN HEREIN.



JORGE R. CERVANTES, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 48832.
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JORGE R. CERVANTES, P.E. ON THE DATE INDICATED HERE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NOTICE TO BIDDERS
A. CONTRACTOR'S RESPONSIBILITY AND CONTRACT REQUIREMENT:
THE CONTRACTOR SHALL INCLUDE IN HIS BID PROPOSAL THE FOLLOWING "LINE ITEM" AND, ALTERED FOR EACH OF THE FOLLOWING:
1. AS BUILT CERTIFICATION DOCUMENTING ALL, PRIOR TO INSTALLATION, APPROVAL AND CONFIRMED INSTALLATION OF ANY INSTALLATION VARIATIONS FROM APPROVED INITIAL AND/OR REBID PERMIT DOCUMENTS.
2. POST INITIAL PERMIT REQUIREMENTS, COMPLIANCE REPORTS, ADDITIONAL DOCUMENTATION, ETC. PER FBC (2020) ENERGY CONSERVATION, CHAPTER 4.
B. CONTRACTOR SUBMISSION OF BID PROPOSAL ACKNOWLEDGES THAT THE ENGINEERS OF RECORD FOR THE INITIAL PERMIT ARE NOT OBLIGED TO PARTICIPATE IN ANY POST INITIAL PERMIT CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION REQUIREMENTS.

DRY RUN
NOT FOR CONSTRUCTION

MEP DEMOLITION PLAN

FLOOR PLAN - ELECTRICAL DEMO
SCALE: 1/4" = 1'-0"

PEMBROKE PARK POLICE DEPARTMENT
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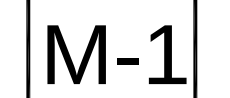
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A SAFETYNET COMPANY
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Project No.:
2022-115
Drawn By:
JRC
Checked By:
JRC
Date:
July 25, 2022

REVISIONS

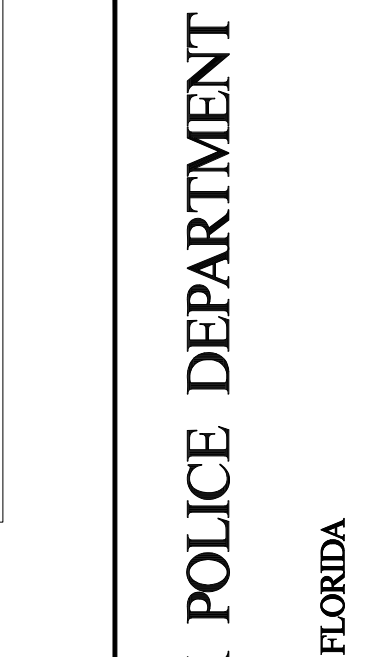
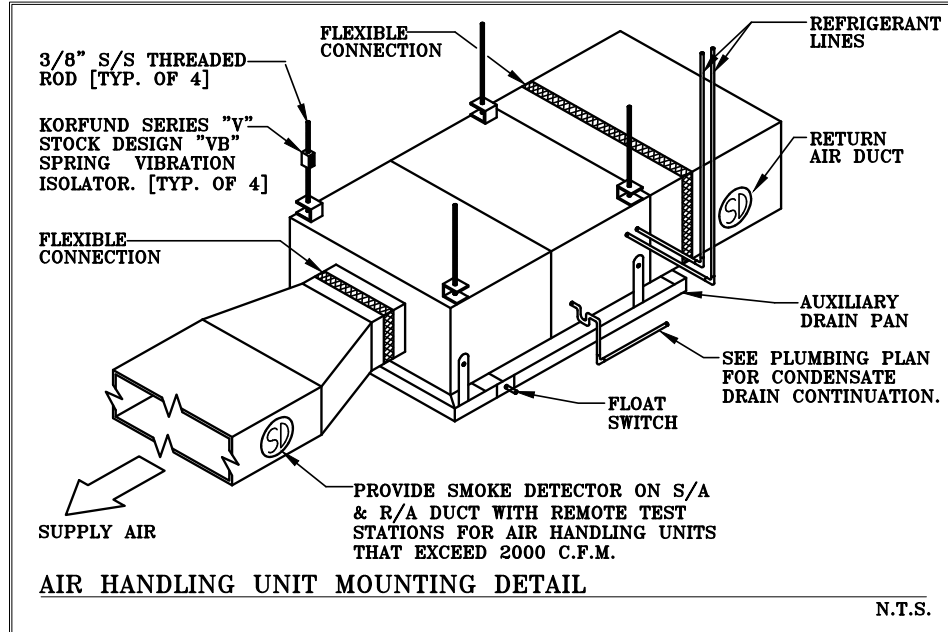
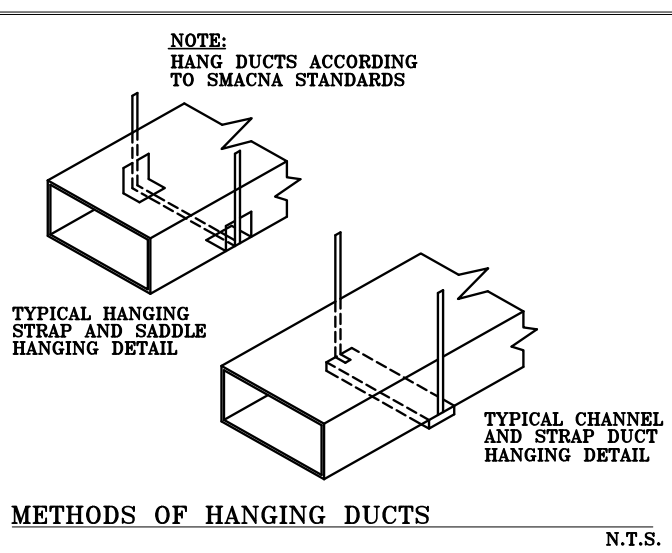
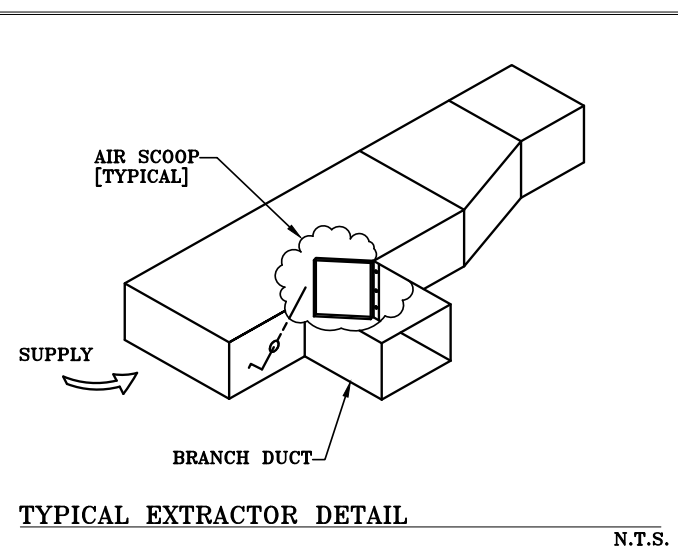
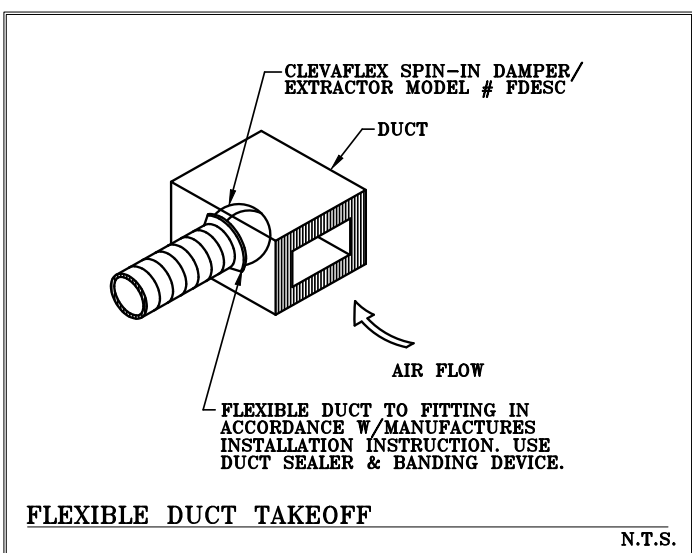
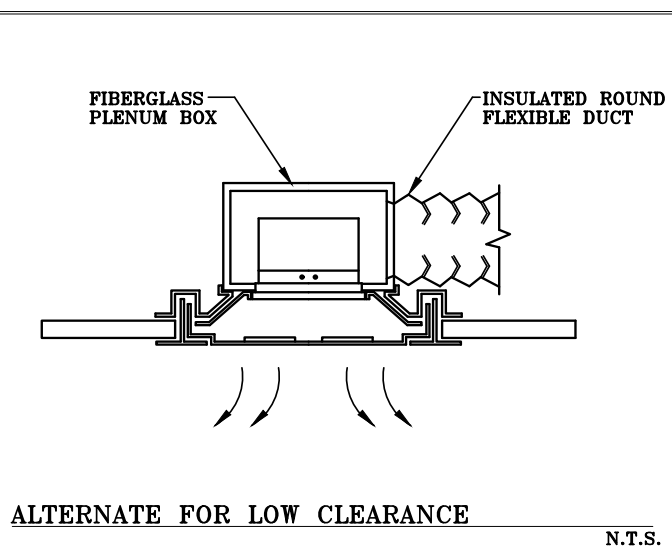
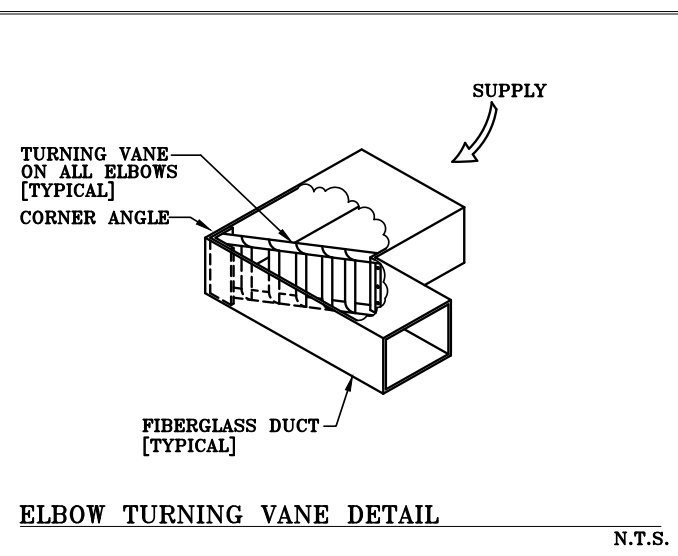
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SCALE: 1/4" = 1'-0"

GRILLE SCHEDULE		
MARK	MANUFACTURER/MODEL	NECK SIZE
(A)	TITUS OMNI AA	8"
(B)	TITUS OMNI AA	10"
(C)	TITUS 300-FL	6"x4"
(D)	TITUS 300-FL	6"x6"
(E)	TITUS 350-FL	10"x8"
(F)	TITUS 350-FL	6"x4"
(G)	TITUS 350-FFI	6"x6"
(H)	TITUS 350-FL	10"x8"
(I)	TITUS 350-FL	10"x6"
(J)	TITUS 350-FL	14"x8"
(K)	TITUS 350-FL	14"x10"

AIR CONDITIONING LEGEND			
	DIA. OF NECK OF CEILING DIFFUSER & DIA. OF FLEX DUCT SERVING THE DIFFUSER		THERMOSTAT, ELEC. PROG. WITH REMOTE SENSOR, n=INTEGER, (UNIT DESIGNATION)
	C.F.M. OF CONDITIONED AIR THRU THE DIFFUSER		REMOTE AUDIO VISUAL KEYED TEST STATION, n=INTEGER, (UNIT DESIGNATION)
	NECK SIZE		REMOTE SENSOR, TEMPERATURE n=INTEGER, (UNIT DESIGNATION)
	C.F.M. OF CONDITIONED AIR THRU THE DIFFUSER		SMOKE DETECTOR
	DUCT UNDER POSITIVE PRESSURE		UNDERCUT
	DUCT UNDER NEGATIVE PRESSURE		SUPPLY AIR
	SUPPLY AIR		RETURN AIR
	CEILING DIFFUSER		FRESH AIR
	RETURN AIR		OUTSIDE AIR
	CEILING DIFFUSER		REGISTER
	SUPPLY AIR CEILING DIFFUSER WITH PLASTER FRAME & MVD		GRILLE
	RETURN AIR CEILING DIFFUSER WITH PLASTER FRAME & MVD		UNDERCUT
	FIBERGLASS DUCTWORK, R=0.0		LOUVER DOOR
	CLASS 1 FLEXIBLE DUCT		FIRE DAMPER
	ROUND METAL EXHAUST DUCTWORK		ACCESS PANEL
	MANUAL VALVE DAMPER		EXHAUST REGISTER
	MOTORIZED DAMPER, INTERLOCK WITH AHU FAN		EXHAUST FAN
	BACK DRAFT DAMPER (BDD) w/ NEOPRENE SEALS		FOUR WAY CEILING DIFFUSER
	1" DOOR UNDERCUT		MANUAL VOLUME DAMPER
	AIR QUANTITY THRU DOOR UNDERCUT		CUBIC FEET PER MINUTE
	EXHAUST FAN		TOTAL DEVELOPED LENGTH
	MOTORIZED DAMPER TO OPEN WHEN FAN IS ACTIVATED		FIRE DAMPER
			FIRE SMOKE DAMPER
			CHILLED WATER SUPPLY LINE, CWS
			CHILLED WATER RETURN LINE, CWR
			CHILLED WATER SUPPLY LINE, CWS
			CHILLED WATER RETURN LINE, CWR



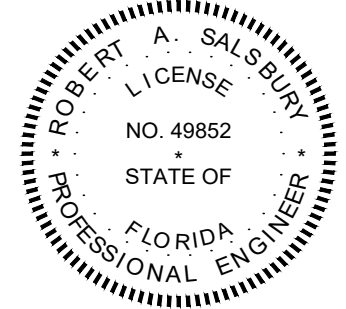
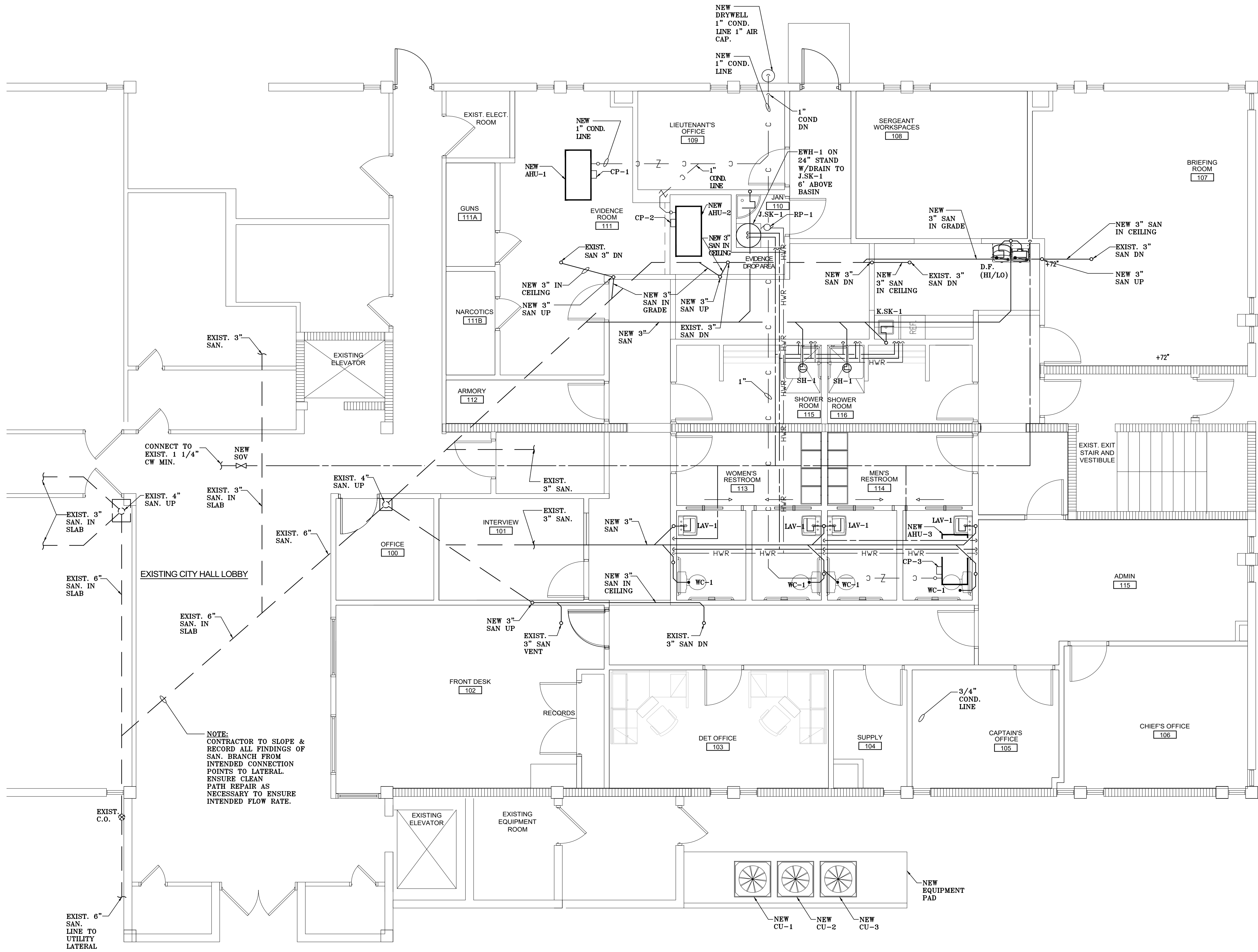
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MECHANICAL
Robert A. Salsbury. PE# 49852



E-104
Drawn By:
EDA
Checked By:
MLS
Date:
08/23/22

REVISIONS

M-2



This item has been electronically signed and sealed by Robert A. Salsbury, PE 49852 on the date adjacent to the seal using a Digital signature.
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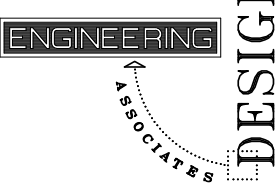
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ROBERT A. SALSBUURY, P.E.
P.E. LICENSE # 49852

Project No.:

E-164

Drawn By:

EDA

Checked By:

MLS

Date:

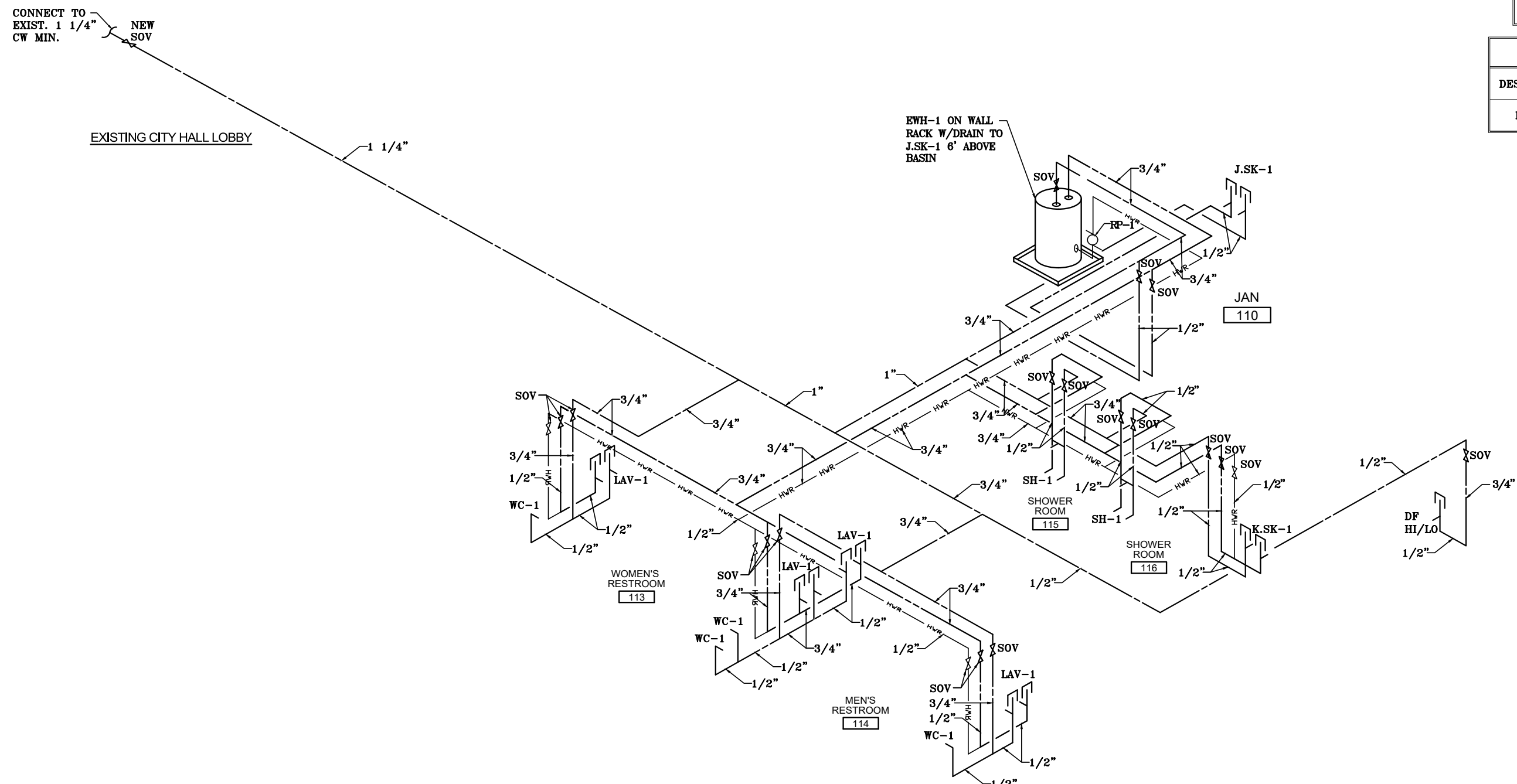
08/23/22

REVISIONS

PLUMBING FLOOR PLAN

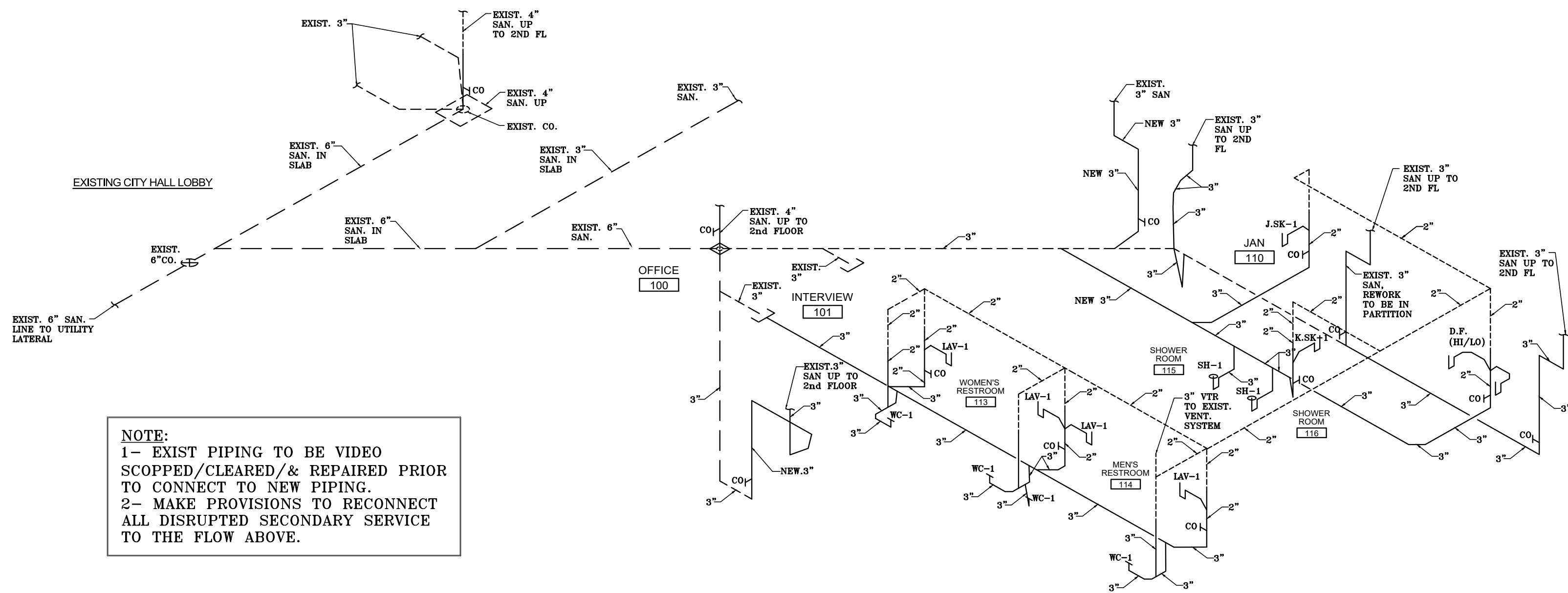
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P-1



N.T.S.

WATER RISER DIAGRAM



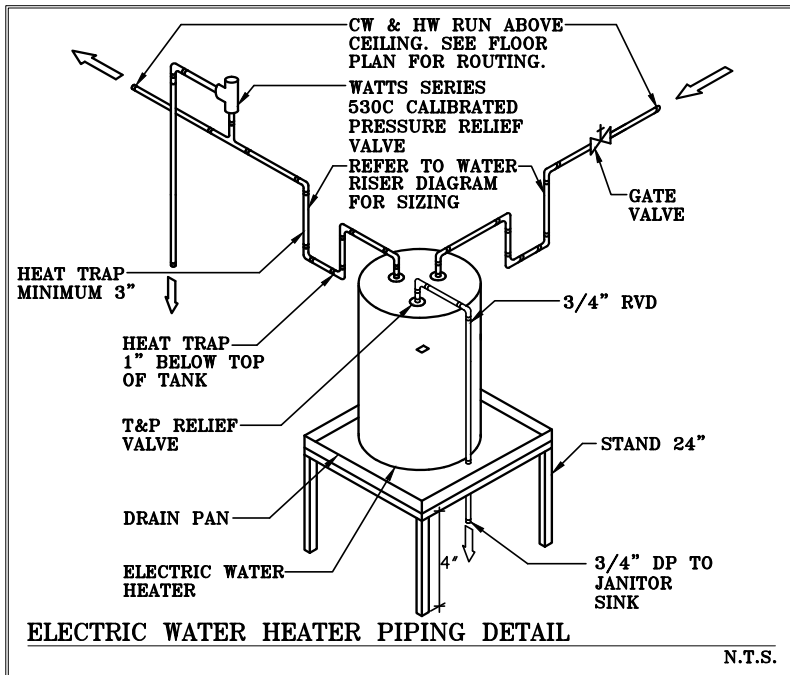
N.T.S.

SANITARY RISER DIAGRAM

CONDENSATE PUMP SCHEDULE		
CP-1,2,3	LITTLE GIANT	

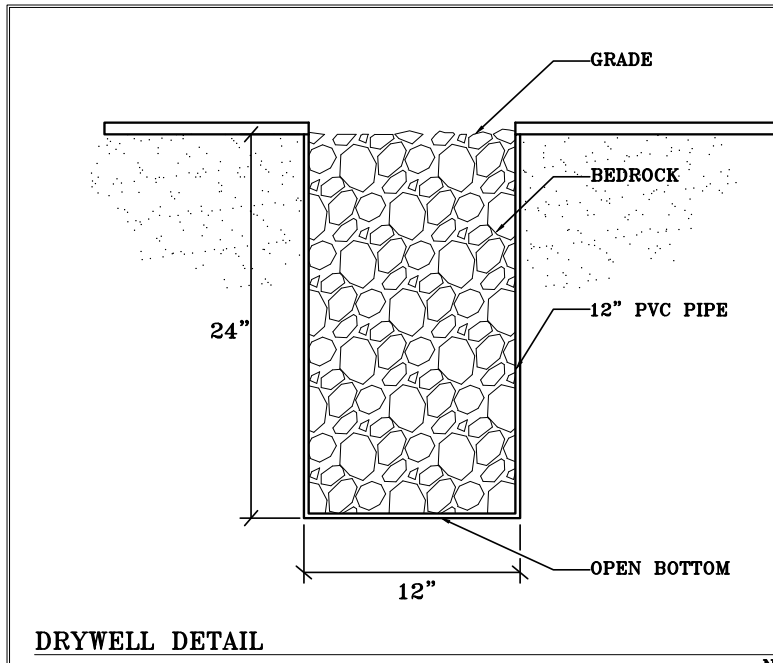
RECIRCULATING PUMP SCHEDULE			
DESIG.	MANUFACTURER	MODEL #	DESCRIPTION
RP-1	TACO OR EQUAL	00EVR3462	120V, 2.5AMP 3GPM@20' W/ AQUA STAT CONTROL

ELECTRIC WATER HEATER SCHEDULE			
DESIGNATION	KW	CAPACITY	COMMENTS
EWH-1	4.5	50 GALLON	A.O. SMITH EF-94, DEL-90 COMMERCIAL WATER HEATER 208V, LOW BOY



N.T.S.

FIXTURE CONNECTION					
ITEM	C.W. CONN	H.W. TRAP SIZE	P.U. COUNT	REMARKS	
LAVATORY/EXAM SINK	1/2"	1/2"	1-1/4"	1	0.5 GPM @ 60 PSI
BATH TUB	1/2"	1/2"	1-1/2"	2	
SHOWER	1/2"	1/2"	2"	2	
WATER CLOSET (TANK)	1/2"	-	3"	4	1.6 GPF
KITCHEN SINK	1/2"	1/2"	1-1/2"	2	1.5 GPM @ 60 PSI
WASHING MACHINE	1/2"	1/2"	2"	3	
HOSE BIB	1/2"	-	-	-	VACUUM BKR & VALVE IN THE VERTICAL
DISHWASHER	-	1/2"	1-1/2"	2	
FLOOR DRAIN	-	-	3" O.D.	3	PROVIDE TRAP RESSEALER
URINAL	3/4"	-	2"	4	WALL MOUNTED 1 GPF
WATER CLOSET [FLUSH VALVE]	1"	-	4"	8	1.6 GPF
DRINKING FOUNTAIN	3/8"	-	1-1/4"	1/2	SEE PLANS FOR LOCATION



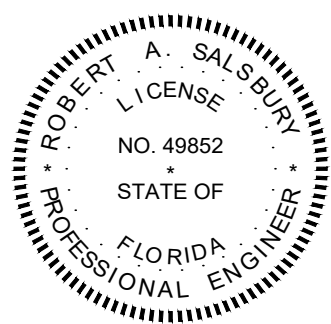
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PLUMBING SCHEDULE			
LAV	LAVATORY	FU	FIXTURE UNITS
WC	WATER CLOSET	RYD	RELIEF VALVE DISCHARGE
SK	SINK	C.D.	CONDENSATE DRAIN
W.H.	WATER HEATER		SOIL OR WASTE LINE
VTR	VENT-THRU-ROOF	-----	VENT LINE
HW	HOT WATER	--- v--- v---	GREASE LINE
CW	COLD WATER	-----	COLD WATER LINE
CO	FLUSH CLEANOUT	-----	HOT WATER LINE
H.B.	HOSE BIB W/BACK-FLOW PREVENTER	-G---G-	GAS LINE
D.F.	DRINKING FOUNTAIN	-----	EXISTING GREASE LINE
W.M.	WATER MAIN	-----	EXISTING COLD WATER LINE
F.D.	FLOOR DRAIN	-----	EXISTING SANITARY LINE
F.S.	FLOOR SINK	-C---C-	CONDENSATE DRAIN
SOV	SHUT OFF VALVE	RYD	RELIEF VALVE DISCHARGE LINE
AAV	AIR ADMITTANCE VALVES	--- v---	GATE VALVE
S.S.K	SERVICE SINK	--- v---	HOSE BIB W/BACK FLOW PREVENTER
F.C.O.	FLOOR CLEANOUT	--- v---	FIXTURE VALVE & WATER HAMMER ARRESTER, WATT SERIES 05
UR	URINAL	--- v---	CHECK VALVE
BFP	BACK FLOW PREVENTER	--- v---	
D.F.U	DRAINAGE FIXTURE UNIT	--- v---	

- GENERAL PLUMBING NOTES**
1. ALL WORK SHALL CONFORM WITH ALL LOCAL, STATE, FEDERAL ORDINANCES AND FBC-P-6020 WHICH GOVERNS THE INSTALLATION OF THE PLUMBING SYSTEM. IF WORK AS LAID OUT, INDICATED OR SPECIFIED IS CONTRARY TO OR CONFLICTS WITH LOCAL ORDINANCES, BUILDING CODES AND REGULATIONS, THE CONTRACTOR SHALL REPORT IN WRITING TO THE ARCHITECT/ENGINEER BEFORE SUBMITTING A BID. THE ARCHITECT/ENGINEER WILL THEN ISSUE INSTRUCTIONS AS HOW TO PROCEED.
 2. THE DRAWINGS ARE TO BE CONSIDERED DIAGRAMMATIC, NOT NECESSARILY SHOWING IN DETAIL OR TO SCALE ALL OF THE MINOR ITEMS. UNLESS SPECIFIC DIMENSIONS ARE SHOWN, THE STRUCTURAL, ARCHITECTURAL AND SITE CONDITIONS SHALL GOVERN THE EXACT LOCATIONS. CONTRACTOR SHALL FOLLOW DRAWINGS IN LAYING OUT WORK. CHECK DRAWINGS OF ALL TRADES TO VERIFY SPACES IN WHICH WORK WILL BE INSTALLED AND MAINTAIN MAXIMUM HEAD ROOM AND SPACE CONDITIONS AT ALL POINTS. WHERE HEAD ROOM, OR SPACE CONDITIONS APPEAR INADEQUATE, ARCHITECT/ENGINEER SHALL BE NOTIFIED BEFORE PROCEEDING WITH INSTALLATION. THIS CONTRACTOR SHALL, WITHOUT EXTRA CHARGE, MAKE FIELD MODIFICATIONS IN LAYOUT AS NEEDED TO PREVENT CONFLICT WITH WORK OF VARIOUS TRADES OR FOR PROPER EXECUTION OF THE WORK.
 3. EXAMINE ALL DRAWINGS CAREFULLY PRIOR TO SUBMITTING A BID. CONTRACTOR WILL BE REQUIRED TO FURNISH, INSTALL AND/OR CONNECT WITH APPROPRIATE SERVICES ALL PLUMBING ITEMS SHOWN ON ANY OF THE ARCHITECTURAL, AIR CONDITIONING, ELECTRICAL AND SPRINKLER DRAWINGS WITHOUT ADDITIONAL EXPENSE TO THE OWNER. IF DISCREPANCIES, CONFLICTS, INTERFERENCES OR OMISSIONS OCCUR BETWEEN DRAWINGS, NOTIFY IN WRITING THE ARCHITECT/ENGINEER IN AMPLE TIME TO PERMIT REVISIONS BEFORE THE BIDS ARE SUBMITTED.
 4. INSTALL MATERIALS AND EQUIPMENT IN A NEAT AND FIRST CLASS WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO DIRECT REMOVAL AND REPLACEMENT OF ITEMS OF WHICH, IN HIS OPINION, DO NOT PRESENT A NEAT AND WORKMANLIKE APPEARANCE. REMOVAL AND REPLACEMENT IS TO BE DONE IMMEDIATELY WHEN DIRECTED BY THE OWNER IN WRITING, AT THE SOLE EXPENSE OF THE CONTRACTOR.
 5. START OF WORK BY CONTRACTOR SHALL BE CONSIDERED AS ACCEPTANCE BY HIM OF ALL CLAIMS OR QUESTIONS AS TO SUITABILITY OF THE WORK OF OTHER TRADES OR OTHER CONTRACTORS TO RECEIVE HIS WORK. THIS CONTRACTOR SHALL REMOVE AND REPLACE, AT HIS EXPENSE, ALL PLUMBING WORK WHICH MAY HAVE TO BE REMOVED BECAUSE OF INTERFERENCES WITH OTHER TRADES.
 6. THIS CONTRACTOR SHALL OBTAIN AND PAY ALL INSURANCE, FEES, PERMITS, ASSOCIATION DUES, ROYALTIES, AND TAXES OF WHATEVER NATURE SHALL APPLY TO THIS WORK. HE SHALL ALSO PAY ALL INSPECTOR FEES AS MAY BE REQUIRED BY LAW OR ORDINANCE AND SHALL KEEP THE OWNER HARMLESS FROM ANY DAMAGE AND EXPENSE ARISING FROM ANY VIOLATION OF THE LAWS, RULES OR ORDINANCES.
 7. PROVIDE MEANS "FURNISHED AND INSTALL".
 8. DO A COMPLETE JOB, EVERYTHING CONNECTED, READY FOR USE.
 9. SHOP DRAWINGS: THIS CONTRACTOR SHALL FURNISH THE ENGINEER WITH SHOP DRAWINGS OF EQUIPMENT PRIOR TO PURCHASE FOR APPROVAL.
 10. AT COMPLETION OF JOB THE PLUMBING CONTRACTOR SHALL GIVE THE OWNER AN AS-BUILT SET OF PLOT FILES SHOWING THE EXACT PLUMBING.
 11. PLUMBING CONTRACTOR SHALL PRESSURE TEST ALL PIPING AS REQUIRED BY CODE. TEST SHALL BE WITNESSED AND APPROVED BY PROPER AUTHORITIES.
 12. THE PLUMBING CONTRACTOR SHALL WARRANT ALL WORKMANSHIP AND MATERIALS FOR ONE YEAR FROM THE DATE OF FINAL WORK ACCEPTANCE BY OWNER. ANY BREAKDOWN OCCURRING IN FIRST YEAR SHALL BE REPAIRED AT NO EXPENSE TO THE OWNER.
 13. PROVIDE BATHROOM FIXTURES AS SPECIFIED BY ARCHITECT.
 14. PROVIDE SHUT-OFF VALVE FOR EACH FIXTURE.
 15. WHEREVER DISSIMILAR METALS ARE TO JOINED, A DI-ELECTRIC FITTING SHALL BE PROVIDED TO CONNECT BOTH TYPES OF PIPES.
 16. PLUMBING CONTRACTOR SHALL PROVIDE AIR CONDITIONING CONDENSATE DRAIN AND TRAP, SEE AIR CONDITIONING OR PLUMBING PLANS FOR LOCATION OF UNITS AND DRAINS.
 17. MATERIALS:
 - A. COLD WATER PIPING DOWNSTREAM OF WATER METER SHALL BE TYPE "L" COPPER BELOW GROUND AND TYPE "M" COPPER ABOVE GROUND.
 - B. COLD WATER PIPES INSIDE OF SLAB SHALL BE TYPE "K" OR "L" SOFT COPPER. INSTALL INSIDE POLYETHYLENE CONDUIT. NO JOINTS PERMITTED INSIDE OF SLAB.
 - C. SANITARY WASTE AND VENT 4" AND SMALLER SHALL BE CAST IRON HUBLESS SOIL PIPE OR PVC SOIL PIPE AND FITTING (SCHEDULE 40 OR HEAVIER SOLID WALL) WHERE PERMITTED BY CODE.
 - D. STORM LINES INSIDE BUILDING SHALL BE CAST IRON HUBLESS SOIL PIPE OR PVC SOIL PIPE AND FITTING WHERE PERMITTED BY CODE. STORM LINES OUTSIDE BUILDING IN PARKING AREA SHALL BE CORRUGATED PIPE.
 - E. CONDENSATE DRAIN PIPE SHALL BE 40, PVC PIPE AND FITTING.
 - F. WATER HEATER RELIEF LINE SHALL BE TYPE "L" COPPER.
 - G. ANY PIPING INTENDED TO WASTE WATER OVER 120°F SHALL BE METAL PIPING SHALL BE BROKEN BY 1" AIR GAP OR 8'-0" OF PIPE RUN.

PLUMBING LEGEND			
LAV	LAVATORY	FU	FIXTURE UNITS
WC	WATER CLOSET	RYD	RELIEF VALVE DISCHARGE
SK	SINK	C.D.	CONDENSATE DRAIN
W.H.	WATER HEATER		SOIL OR WASTE LINE
VTR	VENT-THRU-ROOF	-----	VENT LINE
HW	HOT WATER	--- v--- v---	GREASE LINE
CW	COLD WATER	-----	COLD WATER LINE
CO	FLUSH CLEANOUT	-----	HOT WATER LINE
H.B.	HOSE BIB W/BACK-FLOW PREVENTER	-G---G-	GAS LINE
D.F.	DRINKING FOUNTAIN	-----	EXISTING GREASE LINE
W.M.	WATER MAIN	-----	EXISTING COLD WATER LINE
F.D.	FLOOR DRAIN	-----	EXISTING SANITARY LINE
F.S.	FLOOR SINK	-C---C-	CONDENSATE DRAIN
SOV	SHUT OFF VALVE	RYD	RELIEF VALVE DISCHARGE LINE
AAV	AIR ADMITTANCE VALVES	--- v---	GATE VALVE
S.S.K	SERVICE SINK	--- v---	HOSE BIB W/BACK FLOW PREVENTER
F.C.O.	FLOOR CLEANOUT	--- v---	FIXTURE VALVE & WATER HAMMER ARRESTER, WATT SERIES 05
UR	URINAL	--- v---	CHECK VALVE
BFP	BACK FLOW PREVENTER	--- v---	
D.F.U	DRAINAGE FIXTURE UNIT	--- v---	

NOTES:
2" MIN. SIZE UNDER SLAB DRAIN.
2" OR LESS DRAIN @ 1/4" DROP.
3" @ 1/8"
4" @ 1/4"
ALL WATER PIPING OVERHEAD.
NO JOINTS UNDERGROUND FOR COPPER.
PLUMBING FIXTURES SHALL COMPLY WITH FBC 604. CONTRACTOR TO PROVIDE TEMPERING VALVE FOR TUBS/SH. WATER HAMMER ARRESTORS AS PER FBC P-604.9.



This item has been electronically signed and sealed by Robert A. Salsbury PE 49852 on the date adjacent to the seal using a digital signature.
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PEMBROKE PARK POLICE DEPARTMENT
FLORIDA

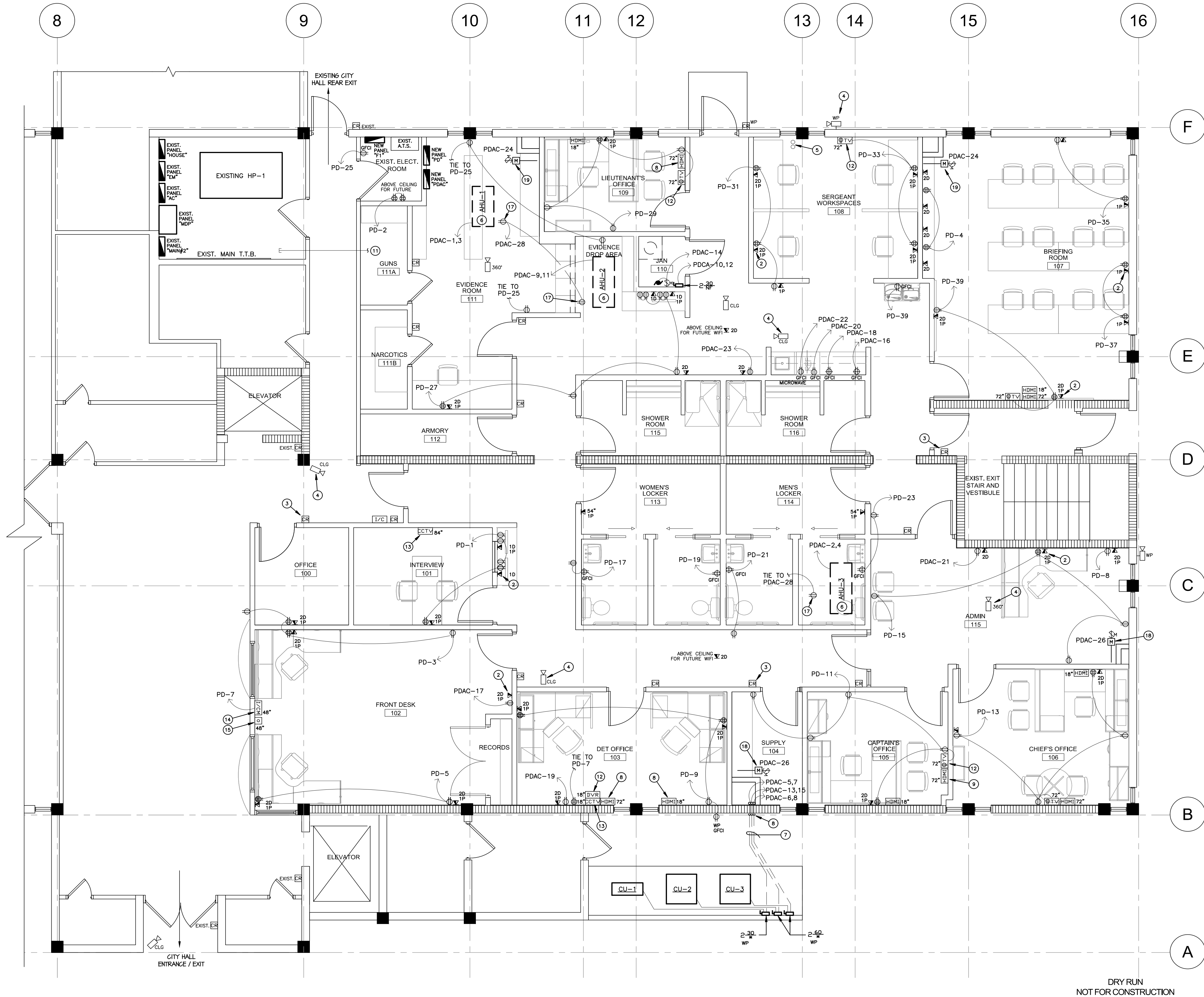
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E-164
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Checked By:
MLS
Date:
08/23/22
REVISIONS

P-2

Page 114 of 123 GENERAL ELECTRICAL NOTES: 1 – GENERAL REQUIREMENTS ALL REQUIREMENTS UNDER DIVISION ONE AND THE GENERAL AND SUPPLEMENTARY CONDITIONS OF THESE SPECIFICATIONS SHALL BE A PART OF THIS SECTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO BECOME THOROUGHLY FAMILIAR WITH ALL ITS CONTENTS AS TO REQUIREMENTS WHICH AFFECT THIS DIVISION. THE WORK REQUIRED UNDER THIS DIVISION INCLUDES ALL MATERIAL, EQUIPMENT, APPLIANCES, AND LABOR REQUIRED TO COMPLETE THE ENTIRE SYSTEM AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS, OR REASONABLY INFERRED TO BE NECESSARY TO FACILITATE EACH SYSTEMS FUNCTIONING AS INDICATED BY THE DESIGN AND THE EQUIPMENT SPECIFIED. 2 – INSPECTION OF SITE THE CONTRACTOR SHALL PERSONALLY INSPECT THE SITE OF THE PROPOSED WORK AND BECOME FULLY INFORMED AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. FAILURE TO DO SO WILL NOT BE CONSIDERED SUFFICIENT JUSTIFICATION TO REQUEST OR OBTAIN EXTRA COMPENSATION OVER AND ABOVE THE CONTRACT PRICE. 3 – MATERIAL AND WORKMANSHIP ALL MATERIAL AND APPARATUS SHALL BE NEW AND IN FIRST CLASS CONDITION. ALL MATERIAL AND APPARATUS SHALL HAVE MARKINGS OR A NAMEPLATE IDENTIFYING THE MANUFACTURER AND PROVIDING SUFFICIENT REFERENCE TO ESTABLISH QUALITY, SIZE AND CAPACITY. ALL WORKMANSHIP SHALL BE OF THE FINEST POSSIBLE BY EXPERIENCED MECHANICS OF THE PROPER TRADE. IN GENERAL, ALL MATERIALS AND EQUIPMENT SHALL BE OF COMMERCIAL SPECIFICATION GRADE IN QUALITY. LIGHT DUTY AND RESIDENTIAL TYPE EQUIPMENT WILL NOT BE ACCEPTABLE. ALL HOISTS, SCAFFOLDS, STAGING, RUNWAYS, TOLLS, MACHINERY AND EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE ELECTRICAL WORK SHALL BE FURNISHED BY THIS CONTRACTOR. MATERIAL AND EQUIPMENT SHALL BE STORED AND MAINTAINED IN CLEAN CONDITION, AND PROTECTED FROM WEATHER, MOISTURE, AND PHYSICAL DAMAGE. 4 – COORDINATION THE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS AND SUBCONTRACTORS SO THAT VARIOUS COMPONENTS OF THE ELECTRICAL SYSTEMS WILL BE INSTALLED AT THE PROPER TIME. WILL FIT THE AVAILABLE SPACE, AND WILL ALLOW PROPER SERVICE ACCESS TO ALL EQUIPMENT. THE CONTRACTOR SHALL REFER TO ARCHITECTURAL, CIVIL, STRUCTURAL, AND MECHANICAL DRAWINGS AND TO RELEVANT EQUIPMENT DRAWINGS TO DETERMINE THE EXTENT OF CLEAR SPACES. THE CONTRACTOR SHALL MAKE ALL OFFSETS REQUIRED TO CLEAR EQUIPMENT, BEAMS AND OTHER STRUCTURAL MEMBERS, AND BY SECURING DETAIL LOCATIONS FROM THE MANAGER ANTICIPATED IN THE DESIGN. THE CONTRACTOR SHALL PROVIDE MATERIALS WITH TRIM WHICH WILL FIT PROPERLY THE TYPES OF CEILING, WALL, OR FLOOR FINISHES ACTUALLY INSTALLED. THE CONTRACTOR MUST REQUEST AND RECEIVE A FULL SET OF BIDDING DOCUMENTS FOR COORDINATION OF THE ENTIRE SCOPE OF WORK AND BIDDING OF THE JOB. 5 – DIMENSIONS AND LAYOUTS THE DRAWINGS ARE SCHEMATIC IN NATURE, BUT SHOW THE VARIOUS COMPONENTS OF THE SYSTEMS APPROXIMATELY TO SCALE AND ATTEMPT TO INDICATE HOW THEY ARE TO BE INTEGRATED WITH OTHER PARTS OF THE BUILDING. FIGURED DIMENSIONS SHALL BE TAKEN IN PREFERENCE TO SCALE DIMENSIONS. DETERMINE EXACT LOCATIONS BY JOB MEASUREMENTS, BY CHECKING THE REQUIREMENTS OF OTHER TRADES, SHOWN BY REVERING ALL CONTRACT DOCUMENTS FOR SIMILAR USE, PROVIDED THE DIFFERENCE IN COST, IF ANY, IS SPECIFIED IN EACH CASE. THE TERMS "APPROVED", "APPROVED EQUAL", OR "EQUAL" SHALL MEAN APPROVED BY THE ENGINEER AS AN ACCEPTABLE ALTERNATE BID. NO SUBSTITUTIONS WILL BE CONSIDERED THAT ARE NOT BID AS AN ALTERNATE. THE CONTRACTOR MUST BE RESPONSIBLE FOR ANY DOCUMENT REVISION DUE TO PRODUCT SUBSTITUTIONS AND PAY ANY ENGINEERING FEES. 6 – ORDINANCES AND CODES CONTRACTOR'S PERFORMANCE, WORKMANSHIP AND MATERIALS SHALL COMPLY WITH FBC 2020 (7th EDITION) AND NEC 2017 CODES, STATE AND LOCAL BUILDING CODES, AND/OR ALL OTHER APPLICABLE CODES AND ORDINANCES. CONTRACTOR SHALL COMPLY WITH RULES AND REGULATIONS OF PUBLIC UTILITIES AND MUNICIPAL DEPARTMENTS AFFECTED BY CONNECTION OF SERVICES. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS. 7 – SUBSTITUTIONS THIS SPECIFICATION PROVIDES THAT THE BASE BID OF ALL CONTRACTORS SHALL INCLUDE THE PRODUCTS SPECIFICALLY NAMED. THE CONTRACTOR BEING PERMITTED TO SUBMIT IN THE FORM OF ALTERNATIVES, WITH NO PROPOSAL, PRODUCTS OF ANY OTHER MANUFACTURERS FOR SIMILAR USE, PROVIDED THE DIFFERENCE IN COST, IF ANY, IS SPECIFIED IN EACH CASE. THE TERMS "APPROVED", "APPROVED EQUAL", OR "EQUAL" SHALL MEAN APPROVED BY THE ENGINEER AS AN ACCEPTABLE ALTERNATE BID. NO SUBSTITUTIONS WILL BE CONSIDERED THAT ARE NOT BID AS AN ALTERNATE. THE CONTRACTOR MUST BE RESPONSIBLE FOR ANY DOCUMENT REVISION DUE TO PRODUCT SUBSTITUTIONS AND PAY ANY ENGINEERING FEES. 8 – SHOP DRAWINGS SUBMIT FOR APPROVAL ELECTRONIC FILES OF MFR. SHOP DRAWINGS OF ALL MAJOR ITEMS OF EQUIPMENT AND ALL ITEMS REQUIRING DETAIL. BEFORE SUBMITTING SHOP DRAWINGS AND MATERIAL LISTS, THE CONTRACTOR SHALL VERIFY THAT ALL EQUIPMENT SUBMITTED IS MUTUALLY COMPATIBLE AND SUITABLE FOR THE INTENDED USE, AND SHALL FIT THE AVAILABLE SPACE AND ALLOW AMPLIFIED ROOM FOR MAINTENANCE. THE ENGINEER'S CHECKING AND SUBSEQUENT APPROVAL OF SUCH SHOP DRAWINGS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR ERRORS IN DIMENSIONS, DETAILS, SIZE OF MEMBERS, OR QUANTITIES, OR OMISSIONS OF COMPONENTS OR FITTINGS; OR FOR COORDINATING ITEMS WITH ACTUAL BUILDING CONDITIONS. 9 – ADJUSTING, ALIGNING AND TESTING ALL ELECTRICAL EQUIPMENT ON THIS PROJECT FURNISHED UNDER THIS DIVISION AND ALL ELECTRICAL EQUIPMENT FURNISHED BY OTHERS SHALL BE ADJUSTED, ALIGNED AND TESTED FOR PROPER OPERATION BY THE ELECTRICAL CONTRACTOR COMPLETE WIRING SYSTEMS SHALL BE FREE FROM SHORT CIRCUITS. ALL MOTORS SHALL BE VERIFIED FOR PROPER ROTATION. 10 – OPERATION AND MAINTENANCE INSTRUCTIONS SUBMIT TO THE ARCHITECT/ENGINEER THREE COPIES EACH OF MATERIAL FOR MAINTENANCE AND OPERATION INSTRUCTION MANUALS, APPROPRIATELY BOUND INTO MANUAL FORM INCLUDING APPROVED COPIES OF MANUFACTURERS CATALOG SHEETS, WIRING DIAGRAMS, MAINTENANCE INSTRUCTIONS, OPERATING INSTRUCTIONS AND PARTS LISTS, REVISED IF NECESSARY TO SHOW SYSTEM AND EQUIPMENT AS ACTUALLY INSTALLED. CONTRACTOR SHALL ALSO PROVIDE ADEQUATE VERBAL INSTRUCTIONS OF SYSTEM OPERATION TO OWNER'S REPRESENTATIVE AT THE TERMINATION OF THE WORK. 11 – START UP OF SYSTEMS PRIOR TO START-UP OF THE ELECTRICAL SYSTEMS, THE CONTRACTOR SHALL CHECK ALL COMPONENTS AND DEVICES, LUBRICATE ITEMS ACCORDINGLY, AND TIGHTEN ALL SCREWED AND BOLTED CONNECTIONS. ADJUST TAPS ON EACH TRANSFORMER FOR RATED SECONDARY VOLTAGE. CHECK AND RECORD BUILDING'S SERVICE ENTRANCE VOLTAGE, GROUNDING CONDITIONS, GROUNDING RESISTANCE AND PROPER PHASING. BALANCE ALL SINGLE PHASE LOADS AT EACH PANELBOARD, REDISTRIBUTING BRANCH CIRCUIT CONNECTIONS UNTIL BALANCE IS ACHIEVED. REPLACE ALL BURNED OUT LAMPS. AFTER ALL SYSTEMS HAVE BEEN INSPECTED AND ADJUSTED, CONFIRM ALL OPERATING FEATURES REQUIRED BY THE DRAWINGS AND SPECIFICATIONS AND MAKE FINAL ADJUSTMENTS AS NECESSARY. 12 – GUARANTEE GUARANTEE AGAINST DEFECTIVE WORKMANSHIP AND MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL PAYMENT. GUARANTEE SHALL INCLUDE MATERIAL TO BE REPLACED AND ALL LABOR REQUIRED. 13 – EXCAVATION AND BACKFILLING DO ALL EXCAVATION OF ALL MATERIALS ENCOUNTERED INCLUDING ROCK REQUIRED FOR WORK UNDER THIS SECTION. BACKFILL ALL TRENCHES, TAMPING WELL IN 6" LAYERS. SYSTEM SHALL BE TESTED, MADE TIGHT AND ACCEPTED BEFORE BACKFILL. REMOVE FROM PREMISES ALL EXCESS MATERIAL NOT USED IN BACKFILLING. REPAIR ALL STREETS, SIDEWALKS, DRIVES, PAVING, ETC. DAMAGED. REPAIR MATERIALS SHALL GENERALLY MATCH EXISTING CONSTRUCTION. ALL BACKFILLING AND REPAIRING SHALL MEET ALL REQUIREMENTS OF THE CITY AND OTHERS HAVING JURISDICTION. REPAIR WORK SHALL BE THOROUGHLY FIRST CLASS. CONFORM TO ALL REQUIREMENTS OF DIVISION TWO OF THIS SPECIFICATION. 14 – CLEANING DIRT AND REFUSE RESULTING FROM THE PERFORMANCE OF THE WORK SHALL BE REMOVED FROM THE PREMISES AS REQUIRED TO PREVENT ACCUMULATION. THE CONTRACTOR SHALL COOPERATE IN MAINTAINING REASONABLY CLEAN PREMISES AT ALL TIMES. IMMEDIATELY PRIOR TO FINAL INSPECTION, THE CONTRACTOR SHALL MAKE A FINAL CLEANUP OF DIRT AND REFUSE RESULTING FROM HIS WORK. THE CONTRACTOR SHALL CLEAN ALL MATERIAL AND EQUIPMENT INSTALLED UNDER THE ELECTRICAL CONTRACT. DIRT, DUST, PLASTER, STAINS AND FOREIGN MATTER SHALL BE	REMOVED FROM ALL SURFACES. DAMAGED FINISHES SHALL BE TOUCHED UP AND RESTORED TO THEIR ORIGINAL CONDITION. 16 – CUTTING AND PATCHING THIS CONTRACTOR SHALL DO ALL CUTTING OF WALLS, CEILINGS, ETC. AS REQUIRED TO INSTALL WORK UNDER THIS SECTION. CONTRACTOR SHALL OBTAIN PERMISSION OF THE ENGINEER BEFORE DOING ANY CUTTING. ALL HOLES SHALL BE CUT AS SMALL AS POSSIBLE. CONTRACTOR SHALL PATCH WALLS, FLOORS, ETC. AS REQUIRED BY WORK UNDER THIS SECTION. ALL PATCHING SHALL BE THOROUGHLY FIRST CLASS AND SHALL MATCH THE ORIGINAL MATERIAL AND CONSTRUCTION. 16 – ROUGH-IN COORDINATE WITHOUT DELAY ALL ROUGHING-IN WITH GENERAL CONSTRUCTION. ALL CONDUIT ROUGH-IN SHALL BE CONCEALED EXCEPT IN UNFINISHED AREAS AND WHERE OTHERWISE SHOWN. 17 – CONDUIT ALL CONDUIT SHALL BE RUN CONCEALED WHEN POSSIBLE UNLESS OTHERWISE NOTED. ALL CONDUIT RUN UNDERGROUND SHALL BE PVC SCH. 40 UNLESS NOTED OTHERWISE. EXPOSED TO WEATHER OR OTHER HAZARDOUS CONDITIONS SHALL BE METAL RIGID OR METAL RIGID PVC COATED. ALL CONDUITS SHALL BE PROVIDED WITH GROUND WIRE. FINAL CONNECTION TO EACH MOTOR AND TRANSFORMER, AND TO ANY DEVICE WHICH WOULD OTHERWISE TRANSMIT MOTION, VIBRATION OR NOISE, SHALL BE IN FLEXIBLE METAL CONDUIT, WHERE FLEXIBLE METAL CONDUIT IS EXPOSED TO LIQUIDS, VAPORS OR SUNLIGHT, LIQUID-TIGHT FLEXIBLE METAL CONDUIT SHALL BE USED. ALL FLEXIBLE METAL CONDUIT SHALL BE PROVIDED WITH AN INSULATED GROUND WIRE. CONTRACTOR SHALL REFER TO CONSTRUCTION DOCUMENTS FOR ADDITIONAL REQUIREMENTS. 18 – CONDUIT INSTALLATION A. ALL WIRING SHALL BE RUN IN CONDUIT. B. CONDUIT SHALL BE INSTALLED CONCEALED ABOVE SUSPENDED CEILINGS OR CONCEALED IN WALLS OR FLOORS WHEREVER POSSIBLE. RUN PARALLEL TO BUILDING LINES. C. CONDUIT SHALL BE INSTALLED TO REQUIREMENTS OF STRUCTURE AND TO REQUIREMENTS OF ALL OTHER WORK ON THE PROJECT. CONDUIT SHALL BE INSTALLED TO CLEAR ALL OPENINGS, DEPRESSIONS, PIPES, DUCTS, REINFORCING STEEL, ETC. CONDUIT SET IN FORMS FOR CONCRETE STRUCTURE SHALL BE INSTALLED IN SUCH A MANNER THAT INSTALLATION WILL NOT AFFECT THE STRENGTH OF THE STRUCTURE. EXCEPT WHERE APPROVED IN WRITING BY THE ENGINEER, NO CONDUIT SHALL BE RUN IN A SLAB ON GRADE. CONDUIT SHALL BE INSTALLED IN GRANULAR FILL BELOW SLABS-ON GRADE, NO ELECTRICAL ROOM SLAB CUTTING ALLOWED. D. CONDUITS SHALL BE INSTALLED CONTINUOUS BETWEEN CONNECTIONS TO OUTLETS, BOXES AND CABINETS WITH A MINIMUM POSSIBLE NUMBER OF BENDS AND NOT MORE THAN THE EQUIVALENT OF FOUR 90 BENDS BETWEEN CONNECTIONS. BENDS SHALL BE SMOOTH AND EVEN AND SHALL BE MADE WITHOUT FLATTENING CONDUIT OR FLAKING ENAMEL. RADIUS OF BENDS SHALL BE AS LONG AS POSSIBLE AND NEVER SHORTER THAN THE CORRESPONDING TRADE ELBOW. LONG RADIUS ELBOWS SHALL BE USED WHERE NECESSARY. E. CONDUITS SHALL BE SECURELY FASTENED IN PLACE WITH APPROVED STRAPS, HANGERS AND STEEL SUPPORTS AS REQUIRED. SINGLE CONDUITS FOR FEEDERS SHALL BE SUPPORTED WITH MALLEABLE SPLIT RING HANGERS WITH ROD AND TURNBUCKLE SUSPENSION FROM INSERTS SPACED NOT OVER 10 FEET APART IN CONSTRUCTION ABOVE. GROUPS OF HORIZONTAL FEEDER CONDUITS SHALL BE CLAMPED TO UNRESTRICTED STEEL CHANNELS AND SUSPENDED FROM INSERTS SPACED NOT OVER 10 FEET APART IN CONSTRUCTION ABOVE. VERTICAL FEEDER CONDUITS SHALL BE SECURELY CLAMPED TO STRUCTURAL STEEL MEMBERS ATTACHED TO STRUCTURE. CABLE CLAMPS SHALL BE INSTALLED FOR SUPPORT OF VERTICAL FEEDERS WHERE REQUIRED. CONDUIT SUPPORTS SHALL BE ADDED WITHIN 12" AT ONE END OF ALL BENDS. CONDUIT SHALL NOT BE SUPPORTED FROM SUSPENDED CEILING COMPONENTS. F. CONDUIT ENDS SHALL BE REAMED BEFORE INSTALLATION AND ALL CONDUIT SHALL BE THOROUGHLY CLEANED BEFORE INSTALLATION AND KEPT CLEAN AFTER INSTALLATION. OPENINGS AND BOXES SHALL BE FLANGED OR COVERED AS REQUIRED TO KEEP CONDUIT CLEAN DURING CONSTRUCTION AND ALL CONDUIT SHALL BE FISHED CLEAR OF OBSTRUCTIONS BEFORE THE PULLING OF WIRES. ALL CONDUIT SHALL BE OF AMPLIE SIZE FOR PULLING OF WIRE AND SHALL NOT BE SMALLER THAN CODE REQUIREMENTS AND NOT LESS THAN 3/4" IN SIZE, UNLESS OTHERWISE NOTED. G. ALL ELECTRICAL WORK SHALL BE PROTECTED AGAINST DAMAGE DURING CONSTRUCTION. ANY WORK DAMAGED OR MOVED OUT OF LINE AFTER ROUGHING-IN SHALL BE REPAIRED TO MEET ENGINEER'S APPROVAL WITHOUT ADDITIONAL COST TO OWNER. H. CONDUIT TERMINATIONS AT PANELBOARDS AND JUNCTION BOXES SHALL BE ALIGNED AND INSTALLED TRUE AND PLUMB. I. INSTALL APPROVED EXPANSION FITTINGS WHERE CONDUIT OR E.M.T. PASSES THROUGH EXPANSION JOINTS. J. INSTALL A FULL WIRE IN EACH EMPTY CONDUIT WHICH IS LEFT BY THE CONTRACTOR FOR INSTALLATION OF WIRES OR CABLES BY OTHERS. K. MAKE ALL JOINTS AND CONNECTIONS IN A MANNER WHICH WILL INSURE MECHANICAL STRENGTH AND ELECTRICAL CONTINUITY. L. THRU-WIRING OF LIGHT FIXTURES IS NOT PERMITTED. M. METALLIC CONDUIT IN DIRECT CONTACT WITH EARTH SHALL BE COATED PVC COATED STEEL CONDUITS AND FITTINGS FOR THIS APPLICATION, UNLESS OTHERWISE NOTED. 19 – BUSHINGS AND LOCKNUTS WHERE CONDUITS ENTER BOXES, THEY SHALL BE RIGIDLY CLAMPED TO THE BOX BY BUSHING ON THE INSIDE AND A LOCKNUT ON THE OUTSIDE AND CONDUIT SHALL ENTER THE BOX SQUARELY. BUSHINGS AND LOCKNUTS SHALL BE MADE OF GALVANIZED MALLEABLE IRON AND SHALL HAVE SHARP, CLEAN-CUT THREADS. WHERE THIN-WALL CONDUIT ENTERS BOX, PROVIDE APPROVED TYPE OF CONNECTORS FOR THE INTEND USE. USE INSULATED GROUNDING BUSHINGS WHEREVER CONNECTION IS SUBJECT TO VIBRATION OR MOISTURE. BUSING SHALL BE GROUNDING TYPE AS REQUIRED BY N.E.C. 20 – WIRE ALL WIRE SHALL HAVE COPPER CONNECTORS WITH U.L. LABEL, AND 600 VOLT INSULATION. ALL WIRE SHALL BE RUN IN CONDUIT. SERVICE ENTRANCE CABLE SHALL BE TYPE USE, THHN OR THHN WITH STRANDED CONDUCTORS. ALL FEEDER AND BRANCH CIRCUIT WIRE #8 AWG AND LARGER SHALL BE TYPE THHN OR THHW, BOTH WITH STRANDED CONDUCTORS. ALL WIRE #10 AWG AND SMALLER SHALL BE TYPE THHN (WET OR DAMP LOCATIONS, OR IN CONDUIT BELOW GRADE OR SLAB) OR THWN (DRY LOCATIONS ONLY AND ABOVE GRADE), BOTH WITH SOLID CONDUCTORS. ALL BRANCH CIRCUIT WIRING SHALL BE NOT SMALLER THAN #12 AWG WIRE. CONTROL WIRING SHALL HAVE 60KV INSULATION AND BE OF THE PROPER TYPE, SIZE AND NUMBER AS REQUIRED TO ACCOMPLISHED SPECIFIED FUNCTION. 21 – WIRING INSTALLATION A. ALL WIRING SHALL BE INSTALLED IN APPROVED RACEWAY AND ENCLOSURES. B. SUPPORT ALL WIRE AND CABLES IN VERTICAL INSTALLATIONS AS REQUIRED BY CODE BY INSTALLING CABLE SUPPORTERS OR PLUG-TYPE CONDUIT RISER SUPPORTS. C. ALL WIRE AND CABLE IN CONDUIT SHALL BE CONTINUOUS WITHOUT TAPS OR SPLICES. ALL SPLICES OR TAPS SHALL OCCUR IN APPROVED BOXES AND ENCLOSURES AND SHALL BE KEPT TO THE MINIMUM SHALL BE REQUIRED AND SHALL BE MADE UP WITH APPROVED SOLDERLESS CONNECTORS. ALL SPLICES, TAPS, AND JOINTS SHALL BE INSULATED AS REQUIRED BY CODE. D. ALL MATERIALS USED TO TERMINATE, SPLICE OR TAP CONDUCTORS SHALL BE DESIGNED FOR PROPERLY SIZED FOR, AND U.L. LISTED FOR THE SPECIFIC APPLICATION AND CONDUCTORS INVOLVED, AND SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, USING THE MANUFACTURER'S RECOMMENDED TOOLS. E. WHERE WIRE IS INDICATED TO BE INSTALLED, BUT THE CONNECTION IS INDICATED "FUTURE" OR "BY OTHERS", CONTRACTOR SHALL LEAVE A MINIMUM OF 3 FEET OF "DIGITAL" AT THE BOX, TAP THE ENDS OF THE CONDUCTORS, AND COVER THE BOX. F. THE NUMBER OF CONDUCTORS IN A SPECIFIC CONDUIT RUN ARE INDICATED WITH CROSS LINES ON EACH "CONDUIT RUN" ON THE DRAWINGS. IN GENERAL, DIRECTION OF BRANCH CIRCUIT "HOME RUN" ROUTING IS INDICATED ON THE DRAWINGS, COMPLETE WITH CIRCUIT NUMBERS AND PANELBOARD DESIGNATION. THE CONTRACTOR SHALL CONTINUE ALL SUCH	"HOME RUN" WIRING TO THE DESIGNATED PANELBOARD, AS THOUGH "CONDUIT RUNS" WERE INDICATED IN THEIR ENTIRETY. G. CONDUCTORS SHALL HAVE INSULATION OF THE PROPER COLOR TO MATCH NEC COLOR CODE SYSTEM. IN LARGER WIRE SIZES WHERE PROPERLY COLORED INSULATION IS NOT AVAILABLE, THE CONTRACTOR SHALL USE VINYL PLASTIC ELECTRICAL TAPE OF THE APPROPRIATE COLOR AROUND EACH CABLE AT ALL TERMINATION POINTS, JUNCTION AND PULL BOXES. H. ALL TERMINAL BLOCKS AND WIRE TERMINALS FOR CONTROL WIRING SHALL BE PROPERLY NUMBERED FOR IDENTIFICATION WITH VINYL STICK-ON MARKERS OR EQUIVALENT. I. ALL BRANCH CIRCUITS SHALL HAVE AN EQUIPMENT GROUND CONDUCTOR INSTALLED IN THE BRANCH CIRCUIT RACEWAY, SIZED IN ACCORDANCE WITH NEC TABLE 250-95 UNLESS NOTED OTHERWISE. J. VOLTAGE DROP IN BRANCH CIRCUITS SHALL NOT EXCEED 3%. 22 – JUNCTION BOXES, PULL BOXES, CABINETS AND WIREWAYS PROVIDE JUNCTION BOXES, PULL BOXES, CABINETS AND WIREWAYS WHEREVER NECESSARY FOR PROPER INSTALLATION OF VARIOUS ELECTRICAL SYSTEMS ACCORDING TO THE NATIONAL ELECTRICAL CODE AND WHERE INDICATED ON THE DRAWINGS. SIZE AS REQUIRED FOR THE SPECIFIC FUNCTION OR AS REQUIRED BY THE NATIONAL ELECTRICAL CODE, WHICHEVER IS LARGEST. CONSTRUCTION SHALL BE OF A NEMA DESIGN SUITABLE FOR THE ENVIRONMENT INSTALLED. 23 – OUTLET BOXES ALL OUTLETS INCLUDING LIGHT, SWITCH, RECEPTACLE, AND SIMILAR OUTLETS, SHALL BE NATIONAL ELECTRICAL, APPLETON, STEEL CITY, RACO OR APPROVED EQUAL GALVANIZED STEEL KNOCKOUT BOXES, SUITABLE IN DESIGN TO THE PURPOSE THEY SERVE AND THE SPACE THEY OCCUPY. SIZE AS REQUIRED FOR THE SPECIFIC FUNCTION OR AS REQUIRED BY THE NATIONAL ELECTRICAL CODE, WHICHEVER IS LARGEST. ALL OUTLET BOXES SHALL BE SET IN WALLS, COLUMNS, FLOORS, OR CEILINGS SO AS TO BE FLUSH WITH THE FINISHED SURFACE AND BE ACCURATELY SET AND RIGIDLY SECURED IN POSITION. PROVIDE PLASTER RINGS, EXTENSION RINGS AND MASONRY RINGS AS REQUIRED FOR FLUSH MOUNTING. 24 – OUTLET LOCATIONS OUTLETS ARE ONLY APPROXIMATELY LOCATED ON THE SMALL SCALE PLANS, AND GREAT CARE MUST BE USED IN THE ACTUAL LOCATION BY CONSULTING THE VARIOUS LARGE SCALE DETAILED DRAWINGS. CONTRACTOR SHALL BE LOCATED IN CONFORMANCE WITH THE REQUIREMENTS OF THE ARCHITECT. THE HEIGHT OF THE CENTER OF OUTLETS ABOVE THE FINISHED FLOOR, IF NOT OTHERWISE SPECIFIED OR SHOWN ON THE DRAWINGS, SHALL GENERALLY BE AS FOLLOWS: SWITCH 48" ABOVE FLOOR TO TOP OF OUTLET WALL RECEPTABLES; 18" ABOVE FLOOR TO BOTTOM OF OUTLET; DEVICES ABOVE COUNTERS; 10" ABOVE COUNTER TO TOP OF OUTLET. 25 – WIRING DEVICES FURNISH AND INSTALL THE FOLLOWING OUTLETS AND SWITCHES WHERE SHOWN OR REQUIRED. MINOR CHANGES RELATIVE TO THE LOCATION OF ELECTRICAL EQUIPMENT MAY BE MADE BY THIS CONTRACTOR TO COMPLY WITH STRUCTURAL AND BUILDING REQUIREMENTS AS DETERMINED IN THE COURSE OF CONSTRUCTION. ALL OUTLETS AND SWITCHES MUST BE OF THE SAME MANUFACTURER AND NOT MIXED ON THE PROJECT. COLOR AND TYPE OF SWITCHES AND RECEPTABLES SHALL BE REVIEWED AND APPROVED BY THE ARCHITECT AND ENGINEER. DUPLEX RECEPTACLE: PASS & SEYMOUR #5352 SINGLE POLE SWITCH: PASS & SEYMOUR #204CI THREE-WAY SWITCH: PASS & SEYMOUR #204C3 GFCI DUPLEX RECEPTACLE: PASS & SEYMOUR #2091 EQUIVALENT HUBBELL, LEVITON, ARROW-HART, BRYANT AND GENERAL ELECTRIC WILL BE ACCEPTABLE. 26 – SWITCH AND OUTLET COVER PLATES ALL SWITCH AND OUTLET PLATES TYPE AND COLOR SHALL BE REVIEWED AND APPROVED BY THE ARCHITECT AND ENGINEER. SWITCH PLATES IN UNFINISHED ROOMS AND SPACES SHALL BE STAMPED STEEL PLATES. CADMIUM PLATED GROUPS OF SWITCHES SHALL BE UNDER ONE GANG-PLATE MOUNTED HORIZONTALLY. PLATES SHALL BE SET PLUMB, PARALLEL, AND SHALL FINISH FLUSH WITH THE WALL. WEATHERPROOF COVER PLATES SHALL BE STAINLESS STEEL TYPE 302 WITH PVC CASING. PLATES SHALL BE SERVA WPD OR EQUAL WITH SEPARATE LIFT COVERS FOR EACH DEVICE. CEILING RECEPTABLES SHALL BE WHITE. 27 – PRESTOPPING OF FLOOR AND WALL PENETRATIONS THIS CONTRACTOR SHALL SEAL ALL PENETRATIONS THROUGH FIRE RATED FLOOR AND WALL ASSEMBLIES IN ACCORDANCE WITH NFPA CODES AND U.L. WALL CONSTRUCTION TYPES. THE SEALING SYSTEM MUST BE CAPABLE OF PASSING A THREE HOUR TEST, PER ASTM E-814 (UL 1479). PENETRATION SEALING SYSTEM SHALL BE, AT A MINIMUM, 3M BRAND 7804 (CP-25 CALULK OR 303 PUTTY), OR APPROVED EQUAL, AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. 28 – FLASHING AND PITCH POCKETS FLASH AND COUNTERFLASH ALL OPENINGS THROUGH ROOF, AND/OR PROVIDE PITCH POCKETS AS REQUIRED. ALL ROOF PENETRATIONS SHALL BE LEAKTIGHT AT THE TERMINATION OF THE WORK. 29 – EQUIPMENT IDENTIFICATION THIS CONTRACTOR SHALL FURNISH AND INSTALL EQUIPMENT IDENTIFICATION NAMEPLATES ON ALL PANELBOARDS, TIME SWITCHES, ETC. INCLUDING PHENOLIC IN DISTRIBUTION PANELS. NAMEPLATES SHALL BE ENGRAVED PHENOLIC PLASTIC, AND SHALL BE FIRMLY ATTACHED TO THE EQUIPMENT. NAMEPLATES SHALL CLEARLY IDENTIFY EACH ITEM AND WHAT IT CONTROLS. 30 – ELECTRICAL SERVICE SEE DRAWINGS FOR TYPE, SIZE, VOLTAGE, PHASE, ETC. 31 – CONNECTION TO SERVING UTILITIES CONTRACTOR SHALL PROVIDE PROPER TERMINATION, METERING PROVISIONS, ETC. FOR ELECTRICAL AND TELEPHONE SERVICES FOR CONNECTION BY THE SERVING UTILITY, IN STRICT COMPLIANCE WITH THE REQUIREMENTS OF ALL CODES HAVING JURISDICTION AND OF THE SERVING UTILITY INVOLVED. ALL SERVICE TERMINATIONS AND CONNECTION POINTS SHALL BE VERIFIED IN THE FIELD BY THIS CONTRACTOR, AND HE SHALL WORK IN CONJUNCTION WITH THE UTILITY INVOLVED IN THE INSTALLATION OF ALL SERVICES. THIS CONTRACTOR SHALL PROVIDE ALL CONDUIT, ACCESSORIES, ETC. REQUIRED FOR COMPLETE UTILITY CONNECTION AND NOT FURNISHED BY THE SERVING UTILITY. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES INVOLVED WITHIN TWO WEEKS AFTER NOTICE TO PROCEED, HAVE AN REQUIRED INFORMATION NECESSARY IN ORDER FOR THE UTILITY TO SUPPLY THE PROJECT WITHOUT DELAY. ELECTRICAL CONTRACTOR SHALL PAY ALL CHARGES OF THE SERVING UTILITY FOR THE ELECTRICAL SERVICE. 32 – GROUNDING THE ELECTRICAL SERVICE, ALL TRANSFORMERS, CONDUCTORS, CONDUITS, MOTOR FRAMES, ETC. IN THIS CONTRACT WHICH REQUIRE GROUNDING SHALL BE PERMANENTLY AND EFFECTIVELY GROUNDED BY THIS CONTRACTOR IN A THOROUGH AND EFFICIENT MANNER IN CONFORMANCE TO THE NATIONAL ELECTRICAL CODES. 33 – POWER DISTRIBUTION PANELS FURNISH AND INSTALL SQUARE D TYPE I-LINE, OR EQUIVALENT SIEMENS TYPES S4 OR S5, CUTLER-HAMMER TYPE POW-R-LINE 4, OR GENERAL ELECTRIC TYPES CCB OR AV-1 DEADFRONT DISTRIBUTION PANELS WITH NUMBER AND SIZE BREAKERS AS SCHEDULED AND LOCATED ON THE DRAWINGS. PANELS INSTALLED AS SERVICE ENTRANCE EQUIPMENT SHALL BE PERMANENTLY MARKED TO IDENTIFY IT AS SUITABLE FOR USE AS SERVICE ENTRANCE EQUIPMENT. PANELS SHALL BE BRACED FOR AVAILABLE INRUSH. BRANCH BREAKERS SHALL BE QUICK-MAKE, QUICK-BREAK. INDIVIDUAL BREAKERS SHALL HAVE AN ENGRAVED PHENOLIC NAMEPLATE FOR CIRCUIT IDENTIFICATION. PANELS SHALL HAVE HINGED, LOCKABLE DOOR TO COVER THE CIRCUIT BREAKER HANDLES. A CARD HOLDER SHALL BE ON THE INSIDE FACE OF THE DOOR FOR CIRCUIT IDENTIFICATION. 34 – PANELBOARDS FURNISH AND INSTALL SQUARE D TYPE MCOO OR NEHE LIGHTING/POWER PANELBOARDS, OR EQUIVALENT SIEMENS, CUTLER-HAMMER, OR GENERAL ELECTRIC, AS SCHEDULED AND LOCATED ON THE DRAWINGS. THE PANELBOARD SHALL BE COMPLETE WITH THERMAL MAGNETIC PLASTIC CASE CIRCUIT BREAKERS OF THE BOLT-ON TYPE ASSEMBLED IN A FINISHED CABINET. ALL 2 AND 3 POLE BREAKERS MUST BE COMMON TRIP. BREAKERS USED AS SWITCHES FOR 120 OR 277 VOLT LIGHTING CIRCUITS SHALL BE APPROVED FOR THE PURPOSE AND MARKED "SWO". EACH PANEL	SHALL CONTAIN A TYPEWRITTEN CARD DIRECTORY INDICATING EXACTLY WHAT EACH CIRCUIT CONTROLS. PLUG-IN TYPE BREAKERS WILL NOT BE ACCEPTABLE. BREAKERS USED FOR THE PROTECTION OF HVAC EQUIPMENT SHALL BE HACR TYPE. EACH PANEL TO BE PROVIDED WITH DOOR LOCK AND TWO KEYS, EACH KEYS ALIKE. 35 – DISCONNECT SWITCHES CONTRACTOR SHALL FURNISH AND INSTALL SQUARE D, SIEMENS, CUTLER-HAMMER, OR GENERAL ELECTRIC FUSED OR NON-FUSED (AS NOTED OR REQUIRED) NEMA HEAVY DUTY EXTERNALLY OPERATED SAFETY SWITCHES WHERE NOT FURNISHED WITH THE STARTING EQUIPMENT, AND AT ALL OTHER POINTS REQUIRED BY CODE. FUSE HOLDERS SHALL HAVE CLASS R REJECTION FEATURE. CONSTRUCTION SHALL BE OF A NEMA 4X S.S. FOR OUTDOOR LOCATIONS AND NEMA 1 FOR INDOOR LOCATIONS. 36 – FUSES EACH CIRCUIT AND SET OF FUSE CLIPS THROUGHOUT THE JOB SHALL BE EQUIPPED WITH BUSSMAN OR EQUIVALENT SHANWUT FUSES, SIZE AND TYPE AS REQUIRED OR INDICATED. ALL FUSES LARGER THAN 600 AMPS, SHALL BE U.L. CLASS L, SIMILAR TO TYPE KRP-C. BUSSMAN LOW PEAK OR EQUIVALENT. FUSES USED TO PROTECT MOTORS SHALL BE U.L. CLASS RK5. BUSSMAN FUSETRON OR EQUIVALENT. ALL FUSIBLE SWITCHES THROUGHOUT THE PROJECT SHALL HAVE FUSE HOLDERS WITH CLASS R REJECTION FEATURE. ALL FUSED DEVICES SHALL BE LABELED AS TO TYPE AND SIZE OF FUSE REQUIRED. 37 – INTERIOR LIGHT FIXTURE LIGHT FIXTURES SHOWN ON THE ELECTRICAL DRAWINGS REPRESENT GENERAL ARRANGEMENTS ONLY. REFER TO ARCHITECTURAL DRAWINGS FOR MORE EXACT LOCATIONS. COORDINATE LOCATION WITH ALL OTHER TRADES BEFORE INSTALLATION TO AVOID CONFLICTS. THIS SHALL INCLUDE ALL LAMPS, MATERIAL AND LABOR TO SECURELY HANG FIXTURES, CLEAN THEM AND MAKE THEM COMPLETELY READY FOR USE. ALL LIGHT FIXTURES SHALL INCLUDE ALL NECESSARY ACCESSORIES REQUIRED. LIGHT FIXTURE MODELS SCHEDULED ON THE DRAWINGS ARE TO SHOW THE MANUFACTURER, GRADE, AND STYLE OF FIXTURES REQUIRED ONLY. PROVIDE ALL HANGERS, SUPPORTS, AND MISCELLANEOUS HARDWARE REQUIRED TO INSTALL LIGHT FIXTURES. PROVIDE PROPER TRIM TO FIT EACH CEILING CONDITION ACTUALLY ENCOUNTERED. PROVIDE ADDITIONAL THE WIRES CONNECTED TO STRUCTURE TO CONFORM TO UBC 47-18 SEISMIC REQUIREMENTS WHERE REQUIRED. 38 – WIRING OF MECHANICAL EQUIPMENT FURNISH AND INSTALL ALL POWER WIRING, AND ALL CONTROL AND INTERLOCK WIRING OF ALL UNITS, PUMPS, FANS, WATER HEATERS, ETC. CONNECT PER MANUFACTURER'S WIRING DIAGRAMS. FURNISH AND INSTALL ALL DISCONNECT SWITCHES AS REQUIRED. AFTER INSTALLATION OF THE CONTROL INTERLOCK WIRING, THE CONTRACTOR SHALL VERIFY THAT EACH MOTOR LOAD HAS THE CORRECT PHASE ROTATION. THIS CONTRACTOR SHALL VERIFY THE ACTUAL WIRE SIZING AMPS FOR MECHANICAL EQUIPMENT FROM THE EQUIPMENT NAMEPLATE. ELECTRICAL INSTALLATION SHALL BE BASED ON ACTUAL REQUIRED AMPERAGES, WHICH MAY VARY SOMEWHAT FROM THE WIRE AND EQUIPMENT SIZES SHOWN ON THE DRAWINGS. PROPERLY SIZED ELECTRICAL WIRING AND EQUIPMENT SHALL BE FURNISHED WITHOUT EXTRA COST TO THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL CHANGES TO BE MADE IN THE ELECTRICAL INSTALLATION DUE TO EQUIPMENT VARIANCES SO THAT THE IMPACT ON FEEDERS, PANELS, FUSE AND BREAKER SIZES CAN BE CHECKED PRIOR TO THE INSTALLATION. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE MECHANICAL AND PLUMBING CONTRACTORS TO VERIFY THE ACTUAL WIRE SIZING AMPS AND CORRECT SIZES OF ALL OVERLOAD HEATERS FOR ALL EQUIPMENT. 40 – WIRING OF THE THERMOSTATS AND TEMPERATURE CONTROLS FURNISH AND INSTALL ALL POWER WIRING, AND ALL CONTROL AND INTERLOCK WIRING OF ALL THERMOSTATS AND TEMPERATURE CONTROLS. PROVIDE THERMOSTAT WIRING TO MATCH AND OVERRIDE TIMERS, ETC. SEE MECHANICAL DRAWINGS FOR LOCATIONS AND TEMPERATURE CONTROL DIAGRAM. 41 – TELEPHONE SYSTEM PROVISIONS (N.I.C.) PROVIDE AND INSTALL INCOMING TELEPHONE SERVICE CONDUIT AS SHOWN ON DRAWINGS OR AS REQUIRED BY TELEPHONE COMPANY. PROVIDE AND INSTALL 4"x6" 3/4" PLYWOOD BOARD (AND DUPLEX OUTLET) ON WALL FOR TELEPHONE EQUIPMENT AT LOCATION AS SHOWN ON DRAWINGS. PROVIDE AND INSTALL FLUSH MOUNTED TELEPHONE OUTLET BOXES WITH 3/4" CONDUIT FOR PULLSTANDING STUB-UP CONCEALED TO ACCESSIBLE CEILING SPACE AT LOCATIONS AS SHOWN ON DRAWINGS. 42 – DATA SYSTEM PROVISIONS PROVIDE AND INSTALL FLUSH MOUNTED DATA OUTLET BOXES WITH 3/4" CONDUIT STUB-UP CONCEALED TO ACCESSIBLE CEILING SPACE AT LOCATIONS AS SHOWN ON DRAWINGS. 43 – CONTACTORS (N.I.C.) CONTACTORS FOR USE WITH TIMESWITCHES FOR REMOTE-CONTROLLED INSTALLATIONS SHALL BE WESTINGHOUSE, ASCO, OR SQUARE E ELECTRICALLY HELED TYPE DESIGNED FOR TUNSTEN AND BALLAST LIGHTING LOADS. CONTACTORS MAY BE MOUNTED IN RESPECTIVE CONTROLLING PANELBOARDS AT CONTRACTOR'S OPTION. 44 – CONTRACTOR TO OWNER COORDINATION CONTRACTOR SHALL COORDINATE WITH OWNER THE WHOLE ELECTRICAL INSTALLATION. NO EXPOSED HARDWARE IS ALLOWED UNLESS SITE CONDITIONS DOES NOT ALLOW HARDWARE CONCEALMENT. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLATION NOT DONE PER HIS STANDARDS. THE WHOLE ELECTRICAL INSTALLATION SHALL BE PERFORMED PER OWNER AND MAXIMUM SECURITY FACILITY STANDARDS. CONTRACTOR SHALL OBTAIN ALL OWNER REQUIREMENTS PRIOR TO FINAL BID. ALL PHASES OF CONSTRUCTION SHALL BE COORDINATED WITH OWNER PRIOR TO START OF CONSTRUCTION. 45 – BIDDING AND COORDINATION THE CONTRACTOR SHALL PROVIDE A FULLY OPERATIONAL ELECTRICAL AND ELECTRICAL ROUGH-INS FOR OTHER TRADES SYSTEMS BASED ON ALL APPLICABLE CODES. CONTRACTOR SHALL NOT MAKE ANY ASSUMPTIONS DURING BIDDING. CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY CONFLICTS, ERRORS AND OMISSION ON DRAWINGS DURING BIDDING AND PRIOR TO FINAL BID. FAILURE TO NOTIFY ANY OF THE ABOVE, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. MONIES, CHARGES AND CHARGES. NO ADDITIONAL MONIES WILL BE CONSIDERED AFTER JOB IS AWARDED UNLESS ANY CHANGE COMES FROM OWNER. CONTRACTOR SHALL BE PROVIDED WITH A FULL SET OF BIDDING DOCUMENTS FOR PROPER BIDDING AND COORDINATION WITHIN ALL TRADES. CONTRACTOR SHALL PROVIDE ALL REQUIRED HARDWARE AND CONNECTIONS AS PER OTHER TRADES REQUIREMENTS DURING BIDDING COORDINATION AS DICTATED HEREIN. 46 – CONTRACTOR'S RESPONSIBILITY AND CONTRACT REQUIREMENT: THE CONTRACTOR SHALL INCLUDE IN HIS BID PROPOSAL "LINE ITEM" ADD/ALTERNATE FOR THE FOLLOWING: A. AS-BUILT CERTIFICATION DOCUMENTING ALL, PRIOR TO INSTALLATION, APPROVAL & CONFIRMED INSTALLATION OF ANY INSTALLATION VARIATIONS FROM APPROVED INITIAL AND/OR REVISED PERMIT DOCUMENTS. B. POST INITIAL PERMIT REQUIREMENTS, COMPLIANCE REPORTS, ADDITIONAL DOCUMENTATION, ETC. PER FBC (2020) ENERGY CONSERVATION, CHAPTER 4, SECTION C407 TOTAL BUILDING PERFORMANCE, THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION AS A PREREQUISITE FOR A CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION 47 – SUBMISSION OF BID CONTRACTOR SUBMISSION OF BID PROPOSAL ACKNOWLEDGES THAT THE ENGINEER'S OF RECORD FOR THE INITIAL PERMIT ARE NOT OBLIGED TO PARTICIPATE IN ANY POST INITIAL PERMIT CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION REQUIREMENTS. 48 – RESTORATION TO EXISTING CONDITIONS CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE ALL CEILINGS, WALLS, FLOORS, ETC. TO MATCH EXISTING CONDITIONS IN ALL AREAS AFFECTED BY THE ELECTRICAL WORK. CONTRACTOR SHALL PROVIDE ALL REPAIRS AS REQUIRED AS PART OF THE CONTRACT.	DRY RUN NOT FOR CONSTRUCTION NOTES JORGE R. CERVANTES, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 45832. THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JORGE R. CERVANTES, P.E. ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. E1
Page 114 of 123 GENERAL ELECTRICAL NOTES: 1 – GENERAL REQUIREMENTS ALL REQUIREMENTS UNDER DIVISION ONE AND THE GENERAL AND SUPPLEMENTARY CONDITIONS OF THESE SPECIFICATIONS SHALL BE A PART OF THIS SECTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO BECOME THOROUGHLY FAMILIAR WITH ALL ITS CONTENTS AS TO REQUIREMENTS WHICH AFFECT THIS DIVISION. THE WORK REQUIRED UNDER THIS DIVISION INCLUDES ALL MATERIAL, EQUIPMENT, APPLIANCES, AND LABOR REQUIRED TO COMPLETE THE ENTIRE SYSTEM AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS, OR REASONABLY INFERRED TO BE NECESSARY TO FACILITATE EACH SYSTEMS FUNCTIONING AS INDICATED BY THE DESIGN AND THE EQUIPMENT SPECIFIED. 2 – INSPECTION OF SITE THE CONTRACTOR SHALL PERSONALLY INSPECT THE SITE OF THE PROPOSED WORK AND BECOME FULLY INFORMED AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. FAILURE TO DO SO WILL NOT BE CONSIDERED SUFFICIENT JUSTIFICATION TO REQUEST OR OBTAIN EXTRA COMPENSATION OVER AND ABOVE THE CONTRACT PRICE. 3 – MATERIAL AND WORKMANSHIP ALL MATERIAL AND APPARATUS SHALL BE NEW AND IN FIRST CLASS CONDITION. ALL MATERIAL AND APPARATUS SHALL HAVE MARKINGS OR A NAMEPLATE IDENTIFYING THE MANUFACTURER AND PROVIDING SUFFICIENT REFERENCE TO ESTABLISH QUALITY, SIZE AND CAPACITY. ALL WORKMANSHIP SHALL BE OF THE FINEST POSSIBLE BY EXPERIENCED MECHANICS OF THE PROPER TRADE. IN GENERAL, ALL MATERIALS AND EQUIPMENT SHALL BE OF COMMERCIAL SPECIFICATION GRADE IN QUALITY. LIGHT DUTY AND RESIDENTIAL TYPE EQUIPMENT WILL NOT BE ACCEPTABLE. ALL HOISTS, SCAFFOLDS, STAGING, RUNWAYS, TOLLS, MACHINERY AND EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE ELECTRICAL WORK SHALL BE FURNISHED BY THIS CONTRACTOR. MATERIAL AND EQUIPMENT SHALL BE STORED AND MAINTAINED IN CLEAN CONDITION, AND PROTECTED FROM WEATHER, MOISTURE, AND PHYSICAL DAMAGE. 4 – COORDINATION THE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS AND SUBCONTRACTORS SO THAT VARIOUS COMPONENTS OF THE ELECTRICAL SYSTEMS WILL BE INSTALLED AT THE PROPER TIME. WILL FIT THE AVAILABLE SPACE, AND WILL ALLOW PROPER SERVICE ACCESS TO ALL EQUIPMENT. THE CONTRACTOR SHALL REFER TO ARCHITECTURAL, CIVIL, STRUCTURAL, AND MECHANICAL DRAWINGS AND TO RELEVANT EQUIPMENT DRAWINGS TO DETERMINE THE EXTENT OF CLEAR SPACES. THE CONTRACTOR SHALL MAKE ALL OFFSETS REQUIRED TO CLEAR EQUIPMENT, BEAMS AND OTHER STRUCTURAL MEMBERS, AND BY SECURING DETAIL LOCATIONS FROM THE MANAGER ANTICIPATED IN THE DESIGN. THE CONTRACTOR SHALL PROVIDE MATERIALS WITH TRIM WHICH WILL FIT PROPERLY THE TYPES OF CEILING, WALL, OR FLOOR FINISHES ACTUALLY INSTALLED. THE CONTRACTOR MUST REQUEST AND RECEIVE A FULL SET OF BIDDING DOCUMENTS FOR COORDINATION OF THE ENTIRE SCOPE OF WORK AND BIDDING OF THE JOB. 5 – DIMENSIONS AND LAYOUTS THE DRAWINGS ARE SCHEMATIC IN NATURE, BUT SHOW THE VARIOUS COMPONENTS OF THE SYSTEMS APPROXIMATELY TO SCALE AND ATTEMPT TO INDICATE HOW THEY ARE TO BE INTEGRATED WITH OTHER PARTS OF THE BUILDING. FIGURED DIMENSIONS SHALL BE TAKEN IN PREFERENCE TO SCALE DIMENSIONS. DETERMINE EXACT LOCATIONS BY JOB MEASUREMENTS, BY CHECKING THE REQUIREMENTS OF OTHER TRADES, SHOWN BY REVERING ALL CONTRACT DOCUMENTS FOR SIMILAR USE, PROVIDED THE DIFFERENCE IN COST, IF ANY, IS SPECIFIED IN EACH CASE. THE TERMS "APPROVED", "APPROVED EQUAL", OR "EQUAL" SHALL MEAN APPROVED BY THE ENGINEER AS AN ACCEPTABLE ALTERNATE BID. NO SUBSTITUTIONS WILL BE CONSIDERED THAT ARE NOT BID AS AN ALTERNATE. THE CONTRACTOR MUST BE RESPONSIBLE FOR ANY DOCUMENT REVISION DUE TO PRODUCT SUBSTITUTIONS AND PAY ANY ENGINEERING FEES. 6 – ORDINANCES AND CODES CONTRACTOR'S PERFORMANCE, WORKMANSHIP AND MATERIALS SHALL COMPLY WITH FBC 2020 (7th EDITION) AND NEC 2017 CODES, STATE AND LOCAL BUILDING CODES, AND/OR ALL OTHER APPLICABLE CODES AND ORDINANCES. CONTRACTOR SHALL COMPLY WITH RULES AND REGULATIONS OF PUBLIC UTILITIES AND MUNICIPAL DEPARTMENTS AFFECTED BY CONNECTION OF SERVICES. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS. 7 – SUBSTITUTIONS THIS SPECIFICATION PROVIDES THAT THE BASE BID OF ALL CONTRACTORS SHALL INCLUDE THE PRODUCTS SPECIFICALLY NAMED. THE CONTRACTOR BEING PERMITTED TO SUBMIT IN THE FORM OF ALTERNATIVES, WITH NO PROPOSAL, PRODUCTS OF ANY OTHER MANUFACTURERS FOR SIMILAR USE, PROVIDED THE DIFFERENCE IN COST, IF ANY, IS SPECIFIED IN EACH CASE. THE TERMS "APPROVED", "APPROVED EQUAL", OR "EQUAL" SHALL MEAN APPROVED BY THE ENGINEER AS AN ACCEPTABLE ALTERNATE BID. NO SUBSTITUTIONS WILL BE CONSIDERED THAT ARE NOT BID AS AN ALTERNATE. THE CONTRACTOR MUST BE RESPONSIBLE FOR ANY DOCUMENT REVISION DUE TO PRODUCT SUBSTITUTIONS AND PAY ANY ENGINEERING FEES. 8 – SHOP DRAWINGS SUBMIT FOR APPROVAL ELECTRONIC FILES OF MFR. SHOP DRAWINGS OF ALL MAJOR ITEMS OF EQUIPMENT AND ALL ITEMS REQUIRING DETAIL. BEFORE SUBMITTING SHOP DRAWINGS AND MATERIAL LISTS, THE CONTRACTOR SHALL VERIFY THAT ALL EQUIPMENT SUBMITTED IS MUTUALLY COMPATIBLE AND SUITABLE FOR THE INTENDED USE, AND SHALL FIT THE AVAILABLE SPACE AND ALLOW AMPLIFIED ROOM FOR MAINTENANCE. THE ENGINEER'S CHECKING AND SUBSEQUENT APPROVAL OF SUCH SHOP DRAWINGS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR ERRORS IN DIMENSIONS, DETAILS, SIZE OF MEMBERS, OR QUANTITIES, OR OMISSIONS OF COMPONENTS OR FITTINGS; OR FOR COORDINATING ITEMS WITH ACTUAL BUILDING CONDITIONS. 9 – ADJUSTING, ALIGNING AND TESTING ALL ELECTRICAL EQUIPMENT ON THIS PROJECT FURNISHED UNDER THIS DIVISION AND ALL ELECTRICAL EQUIPMENT FURNISHED BY OTHERS SHALL BE ADJUSTED, ALIGNED AND TESTED FOR PROPER OPERATION BY THE ELECTRICAL CONTRACTOR COMPLETE WIRING SYSTEMS SHALL BE FREE FROM SHORT CIRCUITS. ALL MOTORS SHALL BE VERIFIED FOR PROPER ROTATION. 10 – OPERATION AND MAINTENANCE INSTRUCTIONS SUBMIT TO THE ARCHITECT/ENGINEER THREE COPIES EACH OF MATERIAL FOR MAINTENANCE AND OPERATION INSTRUCTION MANUALS, APPROPRIATELY BOUND INTO MANUAL FORM INCLUDING APPROVED COPIES OF MANUFACTURERS CATALOG SHEETS, WIRING DIAGRAMS, MAINTENANCE INSTRUCTIONS, OPERATING INSTRUCTIONS AND PARTS LISTS, REVISED IF NECESSARY TO SHOW SYSTEM AND EQUIPMENT AS ACTUALLY INSTALLED. CONTRACTOR SHALL ALSO PROVIDE ADEQUATE VERBAL INSTRUCTIONS OF SYSTEM OPERATION TO OWNER'S REPRESENTATIVE AT THE TERMINATION OF THE WORK. 11 – START UP OF SYSTEMS PRIOR TO START-UP OF THE ELECTRICAL SYSTEMS, THE CONTRACTOR SHALL CHECK ALL COMPONENTS AND DEVICES, LUBRICATE ITEMS ACCORDINGLY, AND TIGHTEN ALL SCREWED AND BOLTED CONNECTIONS. ADJUST TAPS ON EACH TRANSFORMER FOR RATED SECONDARY VOLTAGE. CHECK AND RECORD BUILDING'S SERVICE ENTRANCE VOLTAGE, GROUNDING CONDITIONS, GROUNDING RESISTANCE AND PROPER PHASING. BALANCE ALL SINGLE PHASE LOADS AT EACH PANELBOARD, REDISTRIBUTING BRANCH CIRCUIT CONNECTIONS UNTIL BALANCE IS ACHIEVED. REPLACE ALL BURNED OUT LAMPS. AFTER ALL SYSTEMS HAVE BEEN INSPECTED AND ADJUSTED, CONFIRM ALL OPERATING FEATURES REQUIRED BY THE DRAWINGS AND SPECIFICATIONS AND MAKE FINAL ADJUSTMENTS AS NECESSARY. 12 – GUARANTEE GUARANTEE AGAINST DEFECTIVE WORKMANSHIP AND MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL PAYMENT. GUARANTEE SHALL INCLUDE MATERIAL TO BE REPLACED AND ALL LABOR REQUIRED. 13 – EXCAVATION AND BACKFILLING DO ALL EXCAVATION OF ALL MATERIALS ENCOUNTERED INCLUDING ROCK REQUIRED FOR WORK UNDER THIS SECTION. BACKFILL ALL TRENCHES, TAMPING WELL IN 6" LAYERS. SYSTEM SHALL BE TESTED, MADE TIGHT AND ACCEPTED BEFORE BACKFILL. REMOVE FROM PREMISES ALL EXCESS MATERIAL NOT USED IN BACKFILLING. REPAIR ALL STREETS, SIDEWALKS, DRIVES, PAVING, ETC. DAMAGED. REPAIR MATERIALS SHALL GENERALLY MATCH EXISTING CONSTRUCTION. ALL BACKFILLING AND REPAIRING SHALL MEET ALL REQUIREMENTS OF THE CITY AND OTHERS HAVING JURISDICTION. REPAIR WORK SHALL BE THOROUGHLY FIRST CLASS. CONFORM TO ALL REQUIREMENTS OF DIVISION TWO OF THIS SPECIFICATION. 14 – CLEANING DIRT AND REFUSE RESULTING FROM THE PERFORMANCE OF THE WORK SHALL BE REMOVED FROM THE PREMISES AS REQUIRED TO PREVENT ACCUMULATION. THE CONTRACTOR SHALL COOPERATE IN MAINTAINING REASONABLY CLEAN PREMISES AT ALL TIMES. IMMEDIATELY PRIOR TO FINAL INSPECTION, THE CONTRACTOR SHALL MAKE A FINAL CLEANUP OF DIRT AND REFUSE RESULTING FROM HIS WORK. THE CONTRACTOR SHALL CLEAN ALL MATERIAL AND EQUIPMENT INSTALLED UNDER THE ELECTRICAL CONTRACT. DIRT, DUST, PLASTER, STAINS AND FOREIGN MATTER SHALL BE	REMOVED FROM ALL SURFACES. DAMAGED FINISHES SHALL BE TOUCHED UP AND RESTORED TO THEIR ORIGINAL CONDITION. 16 – CUTTING AND PATCHING THIS CONTRACTOR SHALL DO ALL CUTTING OF WALLS, CEILINGS, ETC. AS REQUIRED TO INSTALL WORK UNDER THIS SECTION. CONTRACTOR SHALL OBTAIN PERMISSION OF THE ENGINEER BEFORE DOING ANY CUTTING. ALL HOLES SHALL BE CUT AS SMALL AS POSSIBLE. CONTRACTOR SHALL PATCH WALLS, FLOORS, ETC. AS REQUIRED BY WORK UNDER THIS SECTION. ALL PATCHING SHALL BE THOROUGHLY FIRST CLASS AND SHALL MATCH THE ORIGINAL MATERIAL AND CONSTRUCTION. 16 – ROUGH-IN COORDINATE WITHOUT DELAY ALL ROUGHING-IN WITH GENERAL CONSTRUCTION. ALL CONDUIT ROUGH-IN SHALL BE CONCEALED EXCEPT IN UNFINISHED AREAS AND WHERE OTHERWISE SHOWN. 17 – CONDUIT ALL CONDUIT SHALL BE RUN CONCEALED WHEN POSSIBLE UNLESS OTHERWISE NOTED. ALL CONDUIT RUN UNDERGROUND SHALL BE PVC SCH. 40 UNLESS NOTED OTHERWISE. EXPOSED TO WEATHER OR OTHER HAZARDOUS CONDITIONS SHALL BE METAL RIGID OR METAL RIGID PVC COATED. ALL CONDUITS SHALL BE PROVIDED WITH GROUND WIRE. FINAL CONNECTION TO EACH MOTOR AND TRANSFORMER, AND TO ANY DEVICE WHICH WOULD OTHERWISE TRANSMIT MOTION, VIBRATION OR NOISE, SHALL BE IN FLEXIBLE METAL CONDUIT, WHERE FLEXIBLE METAL CONDUIT IS EXPOSED TO LIQUIDS, VAPORS OR SUNLIGHT, LIQUID-TIGHT FLEXIBLE METAL CONDUIT SHALL BE USED. ALL FLEXIBLE METAL CONDUIT SHALL BE PROVIDED WITH AN INSULATED GROUND WIRE. CONTRACTOR SHALL REFER TO CONSTRUCTION DOCUMENTS FOR ADDITIONAL REQUIREMENTS. 18 – CONDUIT INSTALLATION A. ALL WIRING SHALL BE RUN IN CONDUIT. B. CONDUIT SHALL BE INSTALLED CONCEALED ABOVE SUSPENDED CEILINGS OR CONCEALED IN WALLS OR FLOORS WHEREVER POSSIBLE. RUN PARALLEL TO BUILDING LINES. C. CONDUIT SHALL BE INSTALLED TO REQUIREMENTS OF STRUCTURE AND TO REQUIREMENTS OF ALL OTHER WORK ON THE PROJECT. CONDUIT SHALL BE INSTALLED TO CLEAR ALL OPENINGS, DEPRESSIONS, PIPES, DUCTS, REINFORCING STEEL, ETC. CONDUIT SET IN FORMS FOR CONCRETE STRUCTURE SHALL BE INSTALLED IN SUCH A MANNER THAT INSTALLATION WILL NOT AFFECT THE STRENGTH OF THE STRUCTURE. EXCEPT WHERE APPROVED IN WRITING BY THE ENGINEER, NO CONDUIT SHALL BE RUN IN A SLAB ON GRADE. CONDUIT SHALL BE INSTALLED IN GRANULAR FILL BELOW SLABS-ON GRADE, NO ELECTRICAL ROOM SLAB CUTTING ALLOWED. D. CONDUITS SHALL BE INSTALLED CONTINUOUS BETWEEN CONNECTIONS TO OUTLETS, BOXES AND CABINETS WITH A MINIMUM POSSIBLE NUMBER OF BENDS AND NOT MORE THAN THE EQUIVALENT OF FOUR 90 BENDS BETWEEN CONNECTIONS. BENDS SHALL BE SMOOTH AND EVEN AND SHALL BE MADE WITHOUT FLATTENING CONDUIT OR FLAKING ENAMEL. RADIUS OF BENDS SHALL BE AS LONG AS POSSIBLE AND NEVER SHORTER THAN THE CORRESPONDING TRADE ELBOW. LONG RADIUS ELBOWS SHALL BE USED WHERE NECESSARY. E. CONDUITS SHALL BE SECURELY FASTENED IN PLACE WITH APPROVED STRAPS, HANGERS AND STEEL SUPPORTS AS REQUIRED. SINGLE CONDUITS FOR FEEDERS SHALL BE SUPPORTED WITH MALLEABLE SPLIT RING HANGERS WITH ROD AND TURNBUCKLE SUSPENSION FROM INSERTS SPACED NOT OVER 10 FEET APART IN CONSTRUCTION ABOVE. GROUPS OF HORIZONTAL FEEDER CONDUITS SHALL BE CLAMPED TO UNRESTRICTED STEEL CHANNELS AND SUSPENDED FROM INSERTS SPACED NOT OVER 10 FEET APART IN CONSTRUCTION ABOVE. VERTICAL FEEDER CONDUITS SHALL BE SECURELY CLAMPED TO STRUCTURAL STEEL MEMBERS ATTACHED TO STRUCTURE. CABLE CLAMPS SHALL BE INSTALLED FOR SUPPORT OF VERTICAL FEEDERS WHERE REQUIRED. CONDUIT SUPPORTS SHALL BE ADDED WITHIN 12" AT ONE END OF ALL BENDS. CONDUIT SHALL NOT BE SUPPORTED FROM SUSPENDED CEILING COMPONENTS. F. CONDUIT ENDS SHALL BE REAMED BEFORE INSTALLATION AND ALL CONDUIT SHALL BE THOROUGHLY CLEANED BEFORE INSTALLATION AND KEPT CLEAN AFTER INSTALLATION. OPENINGS AND BOXES SHALL BE FLANGED OR COVERED AS REQUIRED TO KEEP CONDUIT CLEAN DURING CONSTRUCTION AND ALL CONDUIT SHALL BE FISHED CLEAR OF OBSTRUCTIONS BEFORE THE PULLING OF WIRES.			



FLOOR PLAN - ELECTRICAL

SCALE: 1/4" = 1'-0"

NOTICE TO BIDDERS
A. CONTRACTOR RESPONSIBILITY AND CONTRACT REQUIREMENT:
THE CONTRACTOR SHALL INCLUDE IN HIS BID PROPOSAL THE FOLLOWING "LINE ITEM" ADD:
ALTERNATES FOR EACH OF THE FOLLOWING:
1. AS BUILT CERTIFICATION DOCUMENTING ALL PRIOR TO INSTALLATION APPROVAL AND
CONFIRMED INSTALLATION OF ANY INSTALLATION VARIATIONS FROM APPROVED INITIAL
AND/OR REVISED PERMIT DOCUMENTS.
2. POST RETAIL PERMIT REQUIREMENTS: COMPLIANCE REPORTS, ADDITIONAL
DOCUMENTATION, ETC. PER FBC 2020 ENERGY CONSERVATION CHAPTER 4.

SECTION 0800 TOTAL BUILDING PERFORMANCE, THAT MAY BE REQUIRED BY THE
AUTHORITY HAVING JURISDICTION AS A PRE-REQUISITE FOR A CERTIFICATE OF
OCCUPANCY AND/OR CERTIFICATE OF COMPLETION.
B. CONTRACTOR SUBMITTER OF BID PROPOSAL ACKNOWLEDGES THAT THE ENGINEERS
OF RECORD FOR THE RETAIL PERMIT ARE NOT OBLIGED TO PARTICIPATE IN ANY POST
RETAIL PERMIT CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION
REQUIREMENTS.

DRY RUN
NOT FOR CONSTRUCTION

ELECTRICAL PLAN

FLOOR PLAN NOTES:

- CONTRACTOR MUST VERIFY MOUNTING HEIGHT OF ALL DEVICES (OUTLETS, SWITCHES, ETC.) WITH ARCHITECT PRIOR TO FINAL BID AND ROUGH-IN.
- INDICATES DOUBLE GANG J-BOX WITH 3/4" C AND PULL STRING STUB ABOVE CEILING FOR TELEPHONE/DATA OUTLET. PROVIDE MUD AND EXTENSION RINGS AS REQUIRED. (TYPICAL)
- INDICATES DOUBLE GANG J-BOX WITH 3/4" C AND PULL STRING STUB ABOVE CEILING FOR CARD READER. PROVIDE MUD AND EXTENSION RINGS AS REQUIRED. PROVIDE ALL REQUIRE CONNECTIONS AND HARDWARE FOR DOOR CARD READER. COORDINATE WITH OWNER'S VENDOR REQUIREMENTS AS PART OF THE BID. (TYPICAL FOR ALL CARD READERS)
- INDICATES PROPOSED SECURITY CAMERA LOCATION. COORDINATE WITH OWNER'S VENDOR REQUIREMENTS AND CONNECTIONS AS PART OF THE BID. PROVIDE DOUBLE GANG J-BOX WITH SINGLE OUTLET MUDRING AND 1/2" C TO LOCATION SHOWN IN ELECTRICAL ROOM (TYPICAL FOR ALL SECURITY CAMERAS)
- APPROXIMATE LOCATION OF EXISTING CONDUIT PENETRATION TO SECOND FLOOR IT ROOM FOR DATA AND TELEPHONE CABLES.
- AHU PROVIDE WITH BUILT-IN BREAKER FROM MANUFACTURER.
- CONTRACTOR SHALL COORDINATE WITH MECHANICAL CONTRACTOR TRENCHING OF PAVED AREA. CONDUITS AND REFRIGERANT LINES SHALL BE INSTALLED IN ONE TRENCH. SIZE OF TRENCH TO BE DETERMINED BY CONTRACTOR AS REQUIRED.
- PROVIDE 12X12 WP J-BOX 12" A.F.G. FOR CONDUITS COMING OUT OF THE CHASE AND BEFORE GOING UNDERGROUND.
- INDICATES 6X6 J-BOX WITH BLANK COVER PLATE AND 1" C STUB ABOVE CEILING FOR HDMI OUTLET AND CABLES. MOUNTING HEIGHT AS SHOWN ON DRAWINGS (TYPICAL FOR ALL HDMI OUTLETS)
- PROVIDE 6X6 J-BOX WITH BLANK COVER PLATE AND 1" C STUB ABOVE CEILING FOR DVR CABLES. MOUNTING HEIGHT AS SHOWN ON DRAWINGS.
- 1/2" CONDUITS FROM CAMERA LOCATIONS INTO ELECTRICAL ROOM. QUANTITY OF CONDUITS AS REQUIRED PER NUMEROUS OF CAMERAS.
- INDICATES 2-GANG RECESSED COMBINATION RECEPTACLE AND TV OUTLET WITH 3/4" C STUB ABOVE CEILING FOR TV CABLE (TYPICAL).
- PROVIDE 2-GANG J-BOX WITH BLANK COVER PLATE AND 3/4" C STUB ABOVE CEILING FOR CCTV CABLES. MOUNTING HEIGHT AS SHOWN ON DRAWINGS.
- PROVIDE CONNECTIONS AND ROUGH-INS FOR INTERCOM SYSTEM PER OWNER'S VENDOR REQUIREMENTS. COORDINATE WITH OWNER FOR VENDOR PROVIDER.
- DOUBLE GANG J-BOX WITH SINGLE OUTLET MUDRING, BLANK COVER PLATE AND 3/4" C STUB ABOVE CEILING FOR PANIC BUTTON.
- ALL EMPTY CONDUIT SHALL BE PROVIDED WITH PULL STRING.
- OUTLET ABOVE CEILING FOR AHU'S CONDENSATE PUMP. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN.
- PROVIDE MOTORIZED DAMPER INTERLOCKING TO AHU-3. COORDINATE WITH MECHANICAL CONTRACTOR ALL REQUIREMENTS.
- PROVIDE MOTORIZED DAMPER INTERLOCKING TO AHU-2. COORDINATE WITH MECHANICAL CONTRACTOR ALL REQUIREMENTS.

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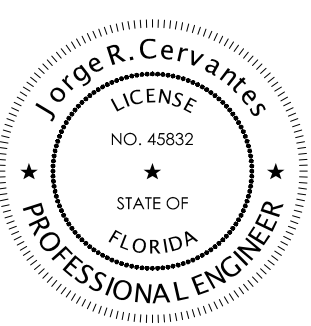
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2022-115
Drawn By:
JRC
Checked By:
JRC
Date:
July 25, 2022

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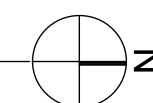


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E2



SCALE: 1/4" = 1'-0"



A. CONTRACTORS RESPONSIBILITY AND CONTRACT REQUIREMENT:
THE CONTRACTOR SHALL INCLUDE IN HIS BID PROPOSAL, THE FOLLOWING "LINE ITEM AND ALTERNATES FOR EACH OF THE FOLLOWING":
1. **POST INITIAL CERTIFICATE OF OCCUPANCY AND INITIAL VERIFICATION APPROVAL AND CONFIRMED INSTALLATION OF ALL INSTALLATION VARIATIONS FROM APPROVED INITIAL AND/OR REVISED PERMIT DESCRIPTIONS.**
2. **POST INITIAL PERMIT INSPECTION AND COMPLIANCE REPORTS, ADDITIONAL DOCUMENTATION, ETC. PER FSC 2020 ENERGY CONSERVATION, CHAPTER 4.**

B. CONTRACTOR SUBMISSION OF BID PROPOSAL ACKNOWLEDGES THAT THE ENGINEER OF RECORD FOR THE INITIAL PERMIT ARE NOT OBLIGED TO PARTICIPATE IN ANY POST INITIAL PERMIT INSPECTION OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION REQUIREMENTS.

SECTION CHIEF TOWN BUILDING PERFORMANCE: THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION AS A PRE REQUISITE FOR A CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION.

SECTION C408 TOTAL BUILDING PERFORMANCE. THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION AS A PRE REQUISITE FOR A CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION.

B. CONTRACTOR SUBMISSION OF BID PROPOSAL ACKNOWLEDGES THAT THE ENGINEER OF RECORD FOR THE INITIAL PERMIT ARE NOT OBLIGED TO PARTICIPATE IN ANY POST INITIAL PERMIT CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION REQUIREMENTS.

MOTION SENSOR LEGEND

- | | |
|---|--|
|  | MODEL # DSW-301 (120/277V) (48" AFF TO CENTER UNLESS NOTED OTHERWISE)(AUTO ON N.O.) |
|  | MODEL # DT-355 (120/277V)(CEILING MTD.) |
|  | MODEL # LVSW-101 (LOW VOLTAGE) (48" AFF TO CENTER UNLESS NOTED OTHERWISE) FOR CONTROL OF POWER PACK |
|  | MODEL # DT-305 (LOW VOLTAGE) FOR CONTROL OF POWER PACK (CEILING MTD.) (I.E. ZONE #1; #1) |
|  | POWER PACK (120/277V)
PP-20
MODEL AS INDICATED (I.E. MODEL # BZ-150) (I.E. ZONE #1, POWER PACK #1; #1-1) |
|  | MODEL # DSW-302 (120/277V) (48" AFF TO CENTER UNLESS NOTED OTHERWISE)(AUTO ON N.O.) |

NOTE: MOTION SENSOR SWITCHES AND CONTROLS ARE BASED ON WATTS/POWER MANUFACTURER. CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS WITH MANUFACTURER. PROVIDE ALL REQUIRE HARDWARE AND CONNECTIONS. EQUAL MFR. ACCEPTABLE. MOTION SENSOR MFR. SHALL REVIEW DEVICES SHOWN AND PROVIDE ANY ADDITIONAL HARDWARE REQUIREMENTS.

LIGHTING CONTROLS NOTE:
LIGHTING CONTROL DESIGN MEETS PERFORMANCE CRITERIA OF
SECTION C405 AND THE CONTRACTOR MUST PROVIDE
OPERATIONAL AND MAINTENANCE MANUALS TO THE OWNER
WITHIN 90 DAYS OF COMPLETION.

FLOOR PLAN NOTES:

- 1 ALL EMERGENCY LIGHT AND EXIT SIGNS SHALL BE CONNECTED AHEAD OF ANY SWITCHING ON CIRCUIT SHOWN U.N.O..
- 2 SWITCH FAN WITH ROOM LIGHTS. (TYPICAL).
- 3 INDICATES FIXTURE TO BE REMOVED WITH MINIMUM 12 WATTS BATTERY PACK. EMERGENCY SIDE OF FIXTURE SHALL BE SWITCHED. (TYPICAL FOR 2x2 AND 2x4).
- 4 FIXTURE SHALL BE SWITCHED, EMERGENCY LIGHT UPON LOST OF POWER ONLY.
- 5 INDICATES EMERGENCY RELAY. SEE DETAIL FOR REQUIREMENTS. (TYPICAL).
- 6 RELOCATED LIGHTS PER ELECTRICAL DEMOLITION PLAN DIRECTIVE. EXISTING LIGHT TO REMAIN AS IS.
- 7 ALL NEW FIRE ALARM STROBES SHOWN SHALL BE 75 CANDELA U.N.O.
- 8 PROVIDE NEW LIGHT FIXTURE SHOWN. CONNECT TO EMERGENCY CIRCUIT SHOWN AHEAD OF ANY SWITCHING.
- 9 PROVIDE MOTOR RATED SWITCH FOR ALL EXHAUST FANS SHOWN.
- 10 EXIT SIGNS SHALL BE CONNECTED AHEAD ANY SWITCHING ON CIRCUIT SHOWN.
- 11 EXHAUST FAN SHALL BE INTERLOCKED TO AHU-1. COORDINATE WITH MECHANICAL CONTRACTOR REQUIREMENTS.
- 12 EVAC FAN WITH EMERGENCY PUSH BUTTON ON WALL. COORDINATE WITH MECHANICAL CONTRACTOR REQUIREMENTS.

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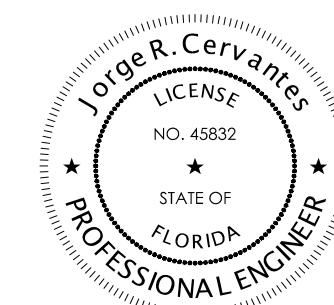


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9-21-2022

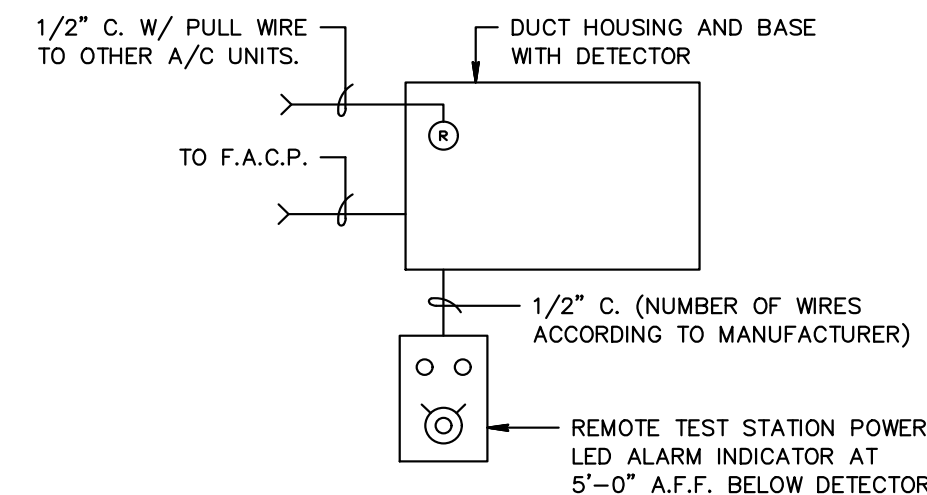


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E3

ELECTRICAL SYMBOL LEGEND

	LED 1'x4' LIGHT FIXTURE
	LED 2'x4' LIGHT FIXTURE
	LED DOWN LIGHT
	WALL MOUNTED LED LIGHT FIXTURE
	LED STRIP
	EXIT LIGHT WITH BATTERY PACK U.N.O.
	EMERGENCY LIGHT WITH BATTERY PACK
	LED LIGHT FIXTURE WITH EMERGENCY BATTERY PACK
	TP DUPLEX RECEPT - 20 AMP (18\"/>
	TP DUPLEX RECEPT CONTROLLED (NEC 406.3(E))- 20 AMP (18\"/>
	TP DUPLEX RECEPT, MOUNTED ABOVE COUNTER - 20 AMP (42\"/>
	TP DUPLEX RECEPT FLOOR MOUNTED - 20 AMP (POKE-THRU TYPE)
	SINGLE POLE SWITCH - 20 AMP (48\"/>
	THREE WAY SWITCH - 20 AMP (48\"/>
	FOUR WAY SWITCH - 20 AMP (48\"/>
	DIMMER SWITCH 2000 WATTS 48\"/>
	MOTOR RATED SWITCH - 20 AMP
	JUNCTION BOX
	CONTACTOR OR STARTER
	FUSIBLE DISCONNECT(SWITCH POLES, RATED AMPS AND FUSES PER MFR.)
	FUSE PER MANUFACTURER'S RECOMMENDATION
	ELECTRICAL PANELBOARD
	THERMOSTAT
	TRANSFORMER
	GROUNDING ELECTRODE & CONDUCTOR SYSTEM
	TELEVISION OUTLET (18\"/>
	TELEPHONE OUTLET (18\"/>
	TELEPHONE OUTLET - FLOOR MOUNTED (POKE-THRU TYPE)
	DATA OUTLET (18\"/>
	DATA/TELEPHONE OUTLET (18\"/>
	SPEAKER - CEILING MOUNTED



NOTE:
ELECTRICAL CONTRACTOR SHALL COORDINATE A/C SHUT DOWN WITH MECHANICAL CONTRACTOR. DUCT DETECTORS SHALL FUNCTION SUCH THAT UPON AN ALARM ALL A/C UNITS WILL SHUT DOWN.

DUCT DETECTOR DETAIL

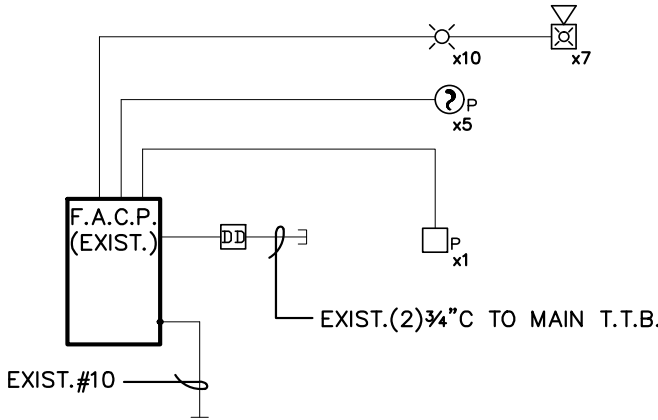
NO SCALE

SYM.	DESCRIPTION	MODEL
	FIRE ALARM ANNUNCIATOR PANEL	EXISTING
	FIRE ALARM CONTROL PANEL	EXISTING/RELITE MS-SUD
	EMERGENCY VOICE EVACUATION CONTROL PANEL	EXISTING
	FIRE ALARM DIGITAL DIALER	EXISTING
	HEAT DETECTOR 135° FT/RDR	MATCH EXISTING
	PHOTOELECTRIC DETECTOR W/ RELAY BASE	MATCH EXISTING
	DUCT SMOKE DETECTOR WITH RELAY MODULE	MATCH EXISTING
	MANUAL PULL STATION	MATCH EXISTING
	FIRE ALARM STROBE	MATCH EXISTING
	FIRE ALARM HORN/STROBE	MATCH EXISTING
	WEATHERPROOF FIRE ALARM HORN/STROBE	MATCH EXISTING
	FIRE ALARM HORN	MATCH EXISTING
	FIRE SPRINKLER TAMPER SWITCH	N/A
	FIRE SPRINKLER FLOW SWITCH	N/A

NOTE: CONTRACTOR SHALL VISIT THE JOB SITE DURING BIDDING AND FAMILIARIZE HIM/HER SELF WITH THE EXISTING SYSTEM.
ALL NEW DEVICES SHALL MATCH EXISTING.

FIRE ALARM RISER NOTES:

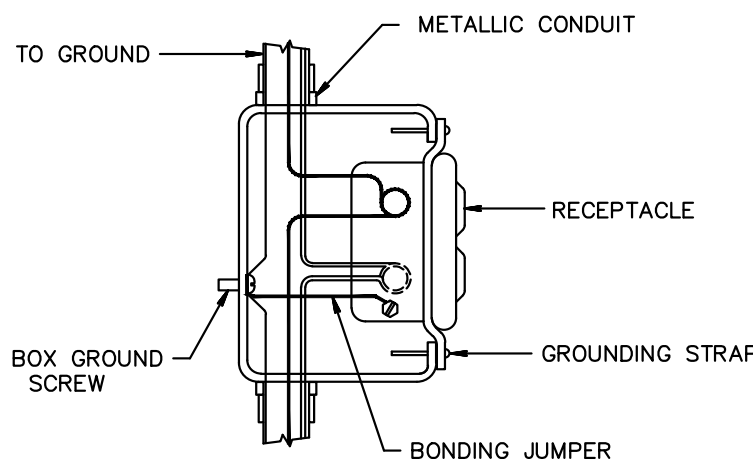
- REFER TO FIRE ALARM AND LIGHTING/ELECTRICAL DRAWINGS FOR EXACT QUANTITIES, CANDELA OUTPUT AND TYPE OF DEVICES.
- CONTRACTOR SHALL BID F.A. SYSTEM TO MATCH EXISTING MANUFACTURER, NO SUBSTITUTIONS ALLOWED.
- HORNS/SPEAKER SHALL BE TEMPORAL TO MATCH EXISTING.
- STROBES SHALL BE SYNCHRONIZED. STROBES SHALL BE 75 CANDELA MINIMUM.
- NUMBER ADJACENT TO STROBES AND HORN/STROBES IS RECOMMENDED CANDELA OUTPUT OF DEVICE.
- CONTRACTOR IS RESPONSIBLE TO PROVIDE SHOP DRAWINGS, BATTERY CALCULATIONS, MOUNTING DETAILS, ETC. AS REQUIRED BY FIRE MARSHALL. SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED DELEGATED ENGINEER. CONTRACTOR SHALL PROVIDE ALLOWANCE ACCORDINGLY.
- CONTRACTOR IS RESPONSIBLE FOR ANY REQUIRE CHANGES, HARDWARE, WIRING, POWER MODULES, BATTERIES, ETC. IN ORDER TO PROVIDE A FULLY OPERATIONAL FIRE ALARM SYSTEM.
- REUSE EXISTING DEVICES IF POSSIBLE. CONFIRM DURING BID AND NOTED AS PART OF THE BID.
- EXISTING ADDRESSABLE F.A.C.P. IS FIRELITE MS-SUD.



GROUND FLOOR

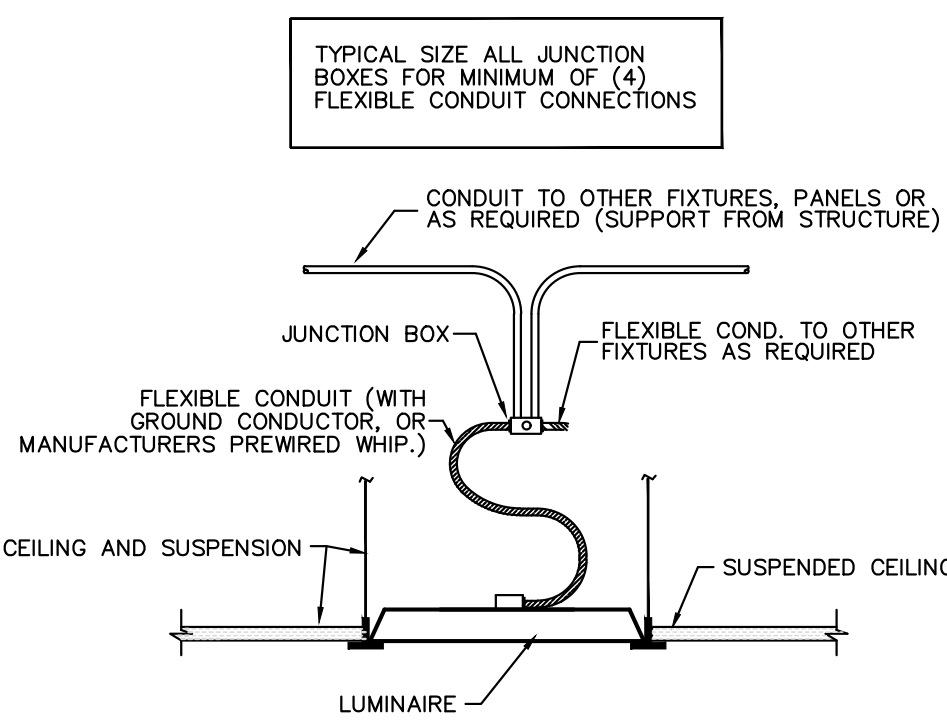
PARTIAL FIRE ALARM RISER

NO SCALE



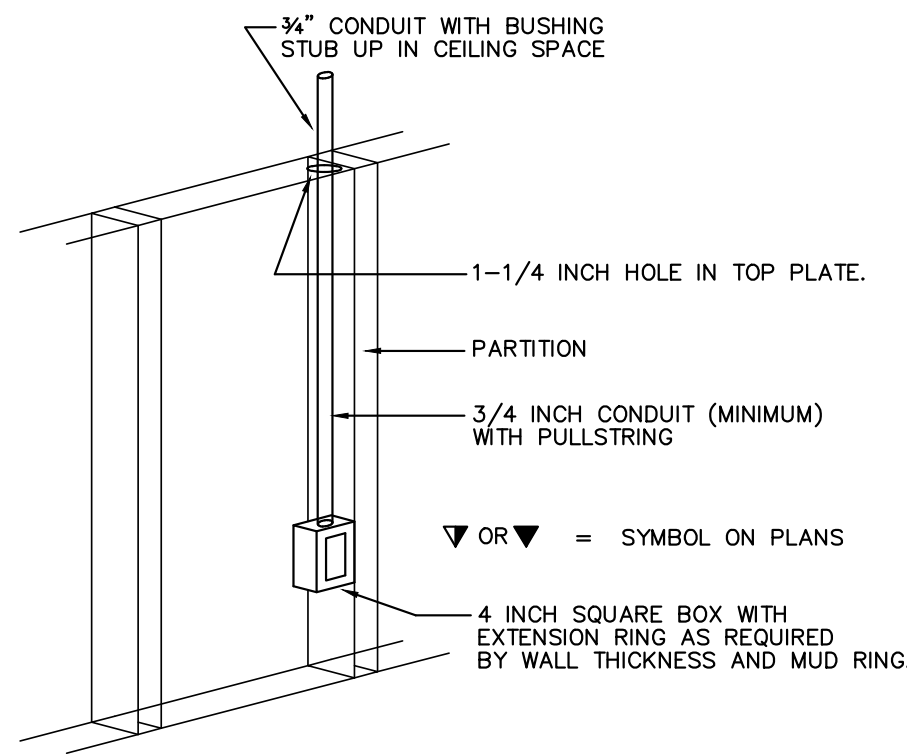
ELECTRICAL BOX GROUNDING DETAIL

NO SCALE



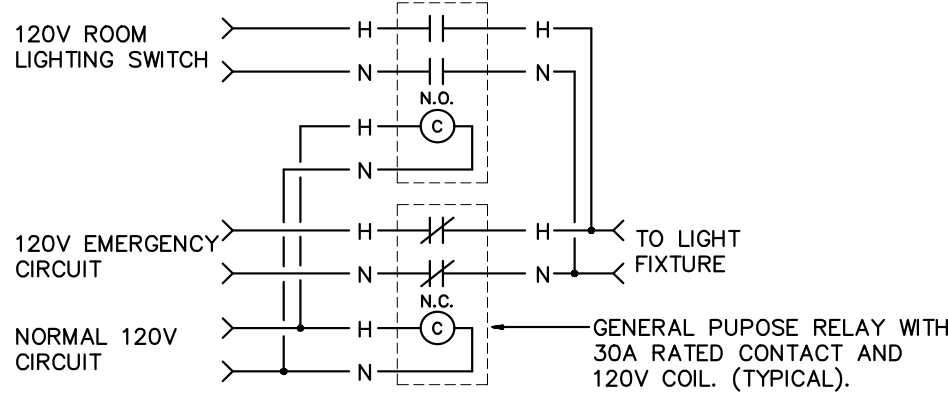
RECESSED FIXTURE DETAIL

NO SCALE



COMMUNICATION OUTLET IN PARTITION WALL

NO SCALE



NOTE: DURING NORMAL OPERATION, THE NORMAL RELAY SHALL BE CLOSED AND EMERGENCY RELAY OPEN. UPON LOSS OF POWER, THE NORMAL RELAY OPENS AND EMERGENCY RELAY CLOSSES. PROVIDE J-BOXES AND ENCLOSURES AS REQUIRED.

EMERGENCY RELAY DETAIL

NO SCALE

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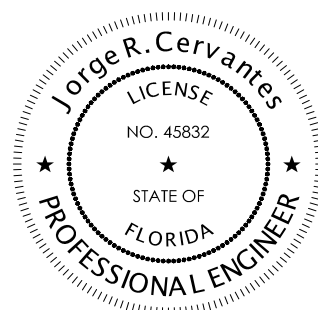
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E4

NOTICE TO BIDDERS

A. CONTRACTOR RESPONSIBILITY AND CONTRACT REQUIREMENT:
THE CONTRACTOR SHALL INCLUDE IN HIS BID PROPOSAL THE FOLLOWING "LINE ITEM" ADD, ALTERNATES FOR EACH OF THE FOLLOWING:
1. AS BUILT CERTIFICATION DOCUMENTING ALL PRIOR TO INSTALLATION, APPROVAL AND CONFIRMED REGULATION OF ANY INSTALLATION VARIATIONS FROM APPROVED INITIAL, AND/OR REVISED PERMIT DOCUMENTS.
2. POST INITIAL PERMIT REQUIREMENTS COMPLIANCE REPORTS, ADDITIONAL DOCUMENTATION, ETC. PER PERC (2020) ENERGY CONSERVATION, CHAPTER 4.

SECTION CASH TOTAL BUILDING PERFORMANCE, THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION AS A PRE REQUISITE FOR A CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION.
B. CONTRACTOR SUBMISSION OF BID PROPOSAL ACKNOWLEDGES THAT THE ENGINEERS OF RECORD FOR THE INITIAL PERMIT ARE NOT OBLIGED TO PARTICIPATE IN ANY POST INITIAL PERMIT CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION REQUIREMENTS.

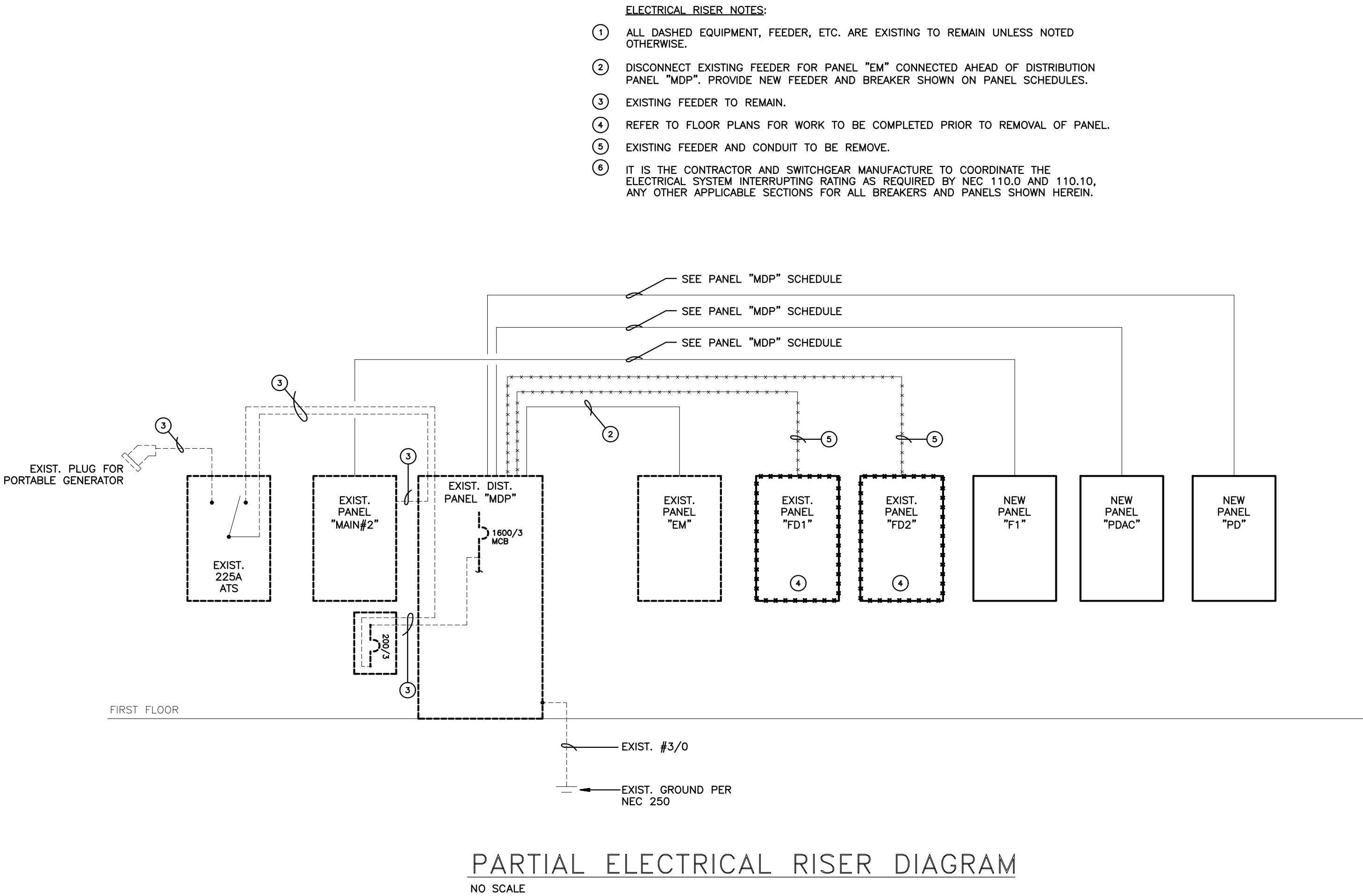
DRY RUN
NOT FOR CONSTRUCTION

DETAILS

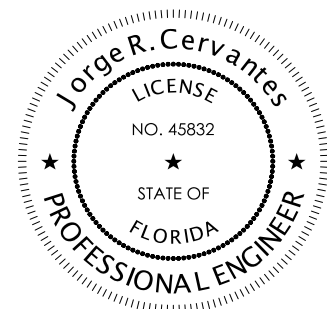
DISTRIBUTION PANEL: MDP							MAIN BUS: 1600 AMP	
TYPE: EXISTING							NEUTRAL: 100 %	
PHASE-TO-N VOLTAGE:		120	3-PHASE, 4-WIRE DELTA		GFI: NO		MAIN BREAKER: 1600 AMP	
PHASE-TO-PHASE VOLTAGE:		240	MOUNTING: FLOOR		A.I.C.:		(1) K	
CKT	LOAD	AØ(A)	BØ(A)	CØ(A)	POLES	BREAKER	WIRE AND CONDUIT	
(5) 1	PANEL "EM"	59.00		59.00	2	100	NEW (3)#3 & #6GND IN 1½" C	
(5) 2	NEW PANEL "PD"	81.23		89.68	2	100	NEW (3)#3 & #6GND IN 1½" C	
3	SPACE				3			
4	SPACE				3			
5	SPACE				3			
6	SPACE				3			
(3) 7	1ST FLR. S. COOR.PNL.	60.00		60.00	3	200	EXISTING WIRING TO REMAIN AS IS	
(3) 8	COOLING TOWER	60.00	60.00	60.00	3	100	EXISTING WIRING TO REMAIN AS IS	
(3) 9	OUTSIDE GARAGE	80.00		80.00	2	100	EXISTING WIRING TO REMAIN AS IS	
(3) 10	RANGE	33.33		33.33	2	60	EXISTING WIRING TO REMAIN AS IS	
(3) 11	2nd FLOOR IT ROOM	100.00		100.00	2	125	EXISTING WIRING TO REMAIN AS IS	
(3) 12	SURGE SUPPRESSOR	0.00	0.00	0.00	3	100	EXISTING WIRING TO REMAIN AS IS	
(3) 13	HOUSE PANEL	26.67		29.50	3	100	EXISTING WIRING TO REMAIN AS IS	
(5) 14	NEW PANEL "PDAC"	144.83		152.58	2	200	NEW (3)#3/0 & #6GND IN 2" C	
(2)(4) 15	PANEL "MAIN #2"	145.49		140.47	3	200	EXISTING WIRING TO REMAIN AS IS	
CONN. LOAD(KVA):		198.61 KVA		A-PHASE TOTAL CONNECTED LOAD:		790.55 AMPS		
CONN. LOAD(AMP):		477.79 AMPS		B-PHASE TOTAL CONNECTED LOAD:		60.00 AMPS		
				C-PHASE TOTAL CONNECTED LOAD:		804.56 AMPS		
(1) 65KAIC U.L. LISTED SERIES RATED.								
(2) LOAD UPDATED AS PER PANEL SCHEDULES.								
(3) EXISTING LOAD SHOWN FOR REFERENCE.								
(4) THIS BREAKER IS TAPPED INTO PANEL BUSBAR AFTER DISTRIBUTION PANEL MAIN BREAKER.								
(5) PROVIDE NEW BREAKER IN PANEL TO MATCH EXISTING BREAKERS TYPE IN PANEL. INSTALL NEW FEEDER SHOWN.								

PANEL NAME: MAIN#2										MAIN BUS:							225 AMP			
TYPE: EXISTING										NEUTRAL:							100 %			
Ø-TO-N VOLTAGE: 120										MAIN BREAKER:							N/A AMP			
Ø-TO-Ø VOLTAGE: 240										A.I.C.:							10 K			
										1-PHASE, 3-WIRE										
										MOUNTING: SURFACE										
KVA	C.B.	COND.	Ø	NEU.	GND.	FEET	%VD	LOAD	CKT	CKT	LOAD	%VD	FEET	GND.	NEU.	Ø	COND.	C.B.	KVA	
(1) 1.29	100-2	1½"	3	3	8	200	0.44	3rd FLOOR PANEL "H2"	1	2	2nd FLOOR PANEL "H2"	0.44	200	8	3	3	1½"	100-2	1.29	(1)
(1) 1.29									3	4									1.29	(1)
(1) 1.29	100-2	1½"	3	3	8	200	0.44	3rd FLOOR PANEL "H1"	5	6	2nd FLOOR PANEL "H1"	0.44	200	8	3	3	1½"	100-2	1.29	(1)
(1) 1.29									7	8									1.29	(1)
(1) 1.29	100-2	1½"	3	3	8	200	0.44	3rd FLOOR PANEL "H3"	9	10	2nd FLOOR PANEL "H3"	0.44	200	8	3	3	1½"	100-2	1.29	(1)
(1) 1.29									11	12									1.29	(1)
(1) (1.29)	100-2	1½"	3	3	8	200	(0.44)	1st FLOOR PANEL "H1"	13	14	SPARE	(0.44)	200	8	3	3	1½"	100-2	1.29	(2)
(1) (1.29)									15	16	(REMOVED PANEL "FD2")								1.29	(2)
(2) 1.29	100-2	1½"	3	3	8	200	0.44	SPARE	17	18	1st FLOOR PANEL "H1"	0.44	200	8	3	3	1½"	100-2	1.29	(1)
(1) 1.29								(REMOVED PANEL "FD1")	19	20									1.29	(1)
(1) 1.29	100-2	1½"	3	3	8	200	0.44	2nd FLOOR PANEL "H4"	21	22	ELEVATOR	0.44	200	8	3	3	1½"	100-2	1.29	(4)
(1) 1.29									23	24									1.29	(4)
(3) 3.27	100-2	1½"	3	3	8	50	0.28	NEW PANEL "F1"	25	26	3rd FLOOR PANEL "H4"	0.44	200	8	3	3	1½"	100-2	1.29	(1)
(3) 2.67									27	28									1.29	(1)
(3)								SPACE	29	30	SPACE									
PANEL LOAD(KVA): 34.31 KVA										A-PHASE TOTAL CONNECTED LOAD: 145.49 AMPS										
PANEL LOAD(AMP): 142.98 AMPS										B-PHASE TOTAL CONNECTED LOAD: 140.47 AMPS										
(1) EXISTING LOAD SHOWN ON CIRCUITS IS THE MAXIMUM READING PANEL PHASE LOAD OBTAINED IN THE FIELD AND DIVIDED EQUALLY.																				
(2) EXISTING LOAD OF THIS PANEL IS COMBINED FOR THE LOAD ON THE NEW PANEL "F1".																				
(3) PROVIDE NEW BREAKER TO MATCH EXISTING TYPE BREAKERS IN PANEL.																				
(4) PER FIELD MEASUREMENTS, THIS ELEVATOR DOES NOT APPEAR TO BE OPERATIONAL.																				

LIGHTING FIXTURE (LUMINAIRE) SCHEDULE				
TYPE	MOUNTING	LAMP	VOLT/WATT	DESCRIPTION/MANUFACTURER
A	RECESSED	LED - 3500K	120/62.8	WHITER FORMED STEEL HOUSING, CLEAR LENS ENCLOSURE, FROSTED INTERNAL LENS, ACRYLIC DIFFUSER. WILLIAMS # DILG-S24-189/835-AD-DIM-UNV.
B	RECESSED	LED - 3500K	120/37.7	WHITER FORMED STEEL HOUSING, CLEAR LENS ENCLOSURE, FROSTED INTERNAL LENS, ACRYLIC DIFFUSER. WILLIAMS # DILG-S24-151/835-AD-DIM-UNV.
C	RECESSED	LED - 3500K	120/31.2	WHITER FORMED STEEL HOUSING, CLEAR LENS ENCLOSURE, FROSTED INTERNAL LENS, ACRYLIC DIFFUSER. WILLIAMS # DILG-S22-145/835-AD-DIM-UNV.
C1	RECESSED	LED - 3500K	120/31.2	WHITER FORMED STEEL HOUSING, CLEAR LENS ENCLOSURE, FROSTED INTERNAL LENS, ACRYLIC DIFFUSER. WILLIAMS # DILF-S22-145/835-AD-DIM-UNV.
D	RECESSED	LED - 3500K	120/48.0	WHITER FORMED STEEL HOUSING, CLEAR LENS ENCLOSURE, FROSTED INTERNAL LENS, ACRYLIC DIFFUSER. WILLIAMS # DILG-S24-164/835-AD-DIM-UNV.
E	SUSPENDED	LED - 3500K	120/86.9	4" SUSPENDED LUMINAIRE FROST INNER LENS & WHITE PERFORATED BTM w/FROST OVERLAY. WILLIAMS # A13P33-4-127/835-AC/S-DIM-UNV.
F	RECESSED	LED - 3500K	120/23.5	4" TALL HEATSINK 4"SQ FORMED HOUSING DOWNLIGHT 4" CAST SHALLOW WHITE FLUSH TRIM w/SOLITE LENS. WILLIAMS # 4PS-L20-835-DIM-UNV-LW-OF-WH.
G	SURFACE	LED - 3500K	120/38.0	4" LED SURFACE STRIP LUMINAIRE WHITE REFLECTOR w/RADIAL RIBBED FROST ACRYLIC LENS. WILLIAMS # 76R-4-L72-835-DIM-UNV.
H	RECESSED	LED - 3500K	120/38.5	4" RECESSED DEAD FRONT SHOWER LED FIXTURE WITH PRISMATIC GLASS LENS. WILLIAMS # H4BLRDFS-20-35K-80-PG-F.
J	RECESSED	LED - 3500K	120/36.0	4" 4"LED SLIMLINE ARCHITECTURAL LUMINAIRE WITH FROSTED ACRYLIC LENS. WILLIAMS # SL-4-L10/835-RD-SM-DIM-UNV.
K	SURFACE	LED - 3500K	120/23.2	10" ROUND SLIMSURFACE. LIGHTOLIER # S10R-8-35K-22-W.
X1	UNIVERSAL	LED	120/3.0	EXIT LIGHT WITH RED LETTERS, WHITE HOUSING L.E.D. LAMPS AND 1.5 HRS. BATTERY PACK. BEGHELLI #OL2-SA-LR-L-C-W/S.
X2	UNIVERSAL	LED	120/3.0	EXIT LIGHT WITH RED LETTERS, WHITE HOUSING L.E.D. LAMPS AND 1.5 HRS. BATTERY PACK. BEGHELLI #OL2-SA-LR-2-C-W/S.
LIGHTING FIXTURE NOTE: CONTRACTOR SHALL BID THE JOB AS SPECIFIED UNLESS AUTHORIZED BY THE ENGINEER IN WRITING. ENGINEER RESERVES THE RIGHT TO ACCEPT FIXTURE MANUFACTURER SUBSTITUTION REQUEST. PHOTOMETRIC PLAN PRINTOUTS OF FIXTURE SUBSTITUTIONS MUST BE ATTACHED WITH SUBMITTALS. THE OWNER RESERVES THE RIGHT TO ACCEPT FIXTURE SUBSTITUTIONS PROVIDING THE CONTRACTOR SUBMITS IN WRITING TO THE OWNER THE SAVINGS FROM SPECIFIED FIXTURES TO PROPOSED FIXTURE SUBSTITUTIONS, A COPY OF THE LETTER STATING THE SAVINGS MUST BE INCLUDED WITH THE FIXTURE SUBSTITUTION SUBMITTALS. A MINIMUM OF 90% OF THE LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH EFFICIENCY.				



NOTICE TO BIDDERS		
A. CONTRACTOR'S RESPONSIBILITY AND CONTRACT REQUIREMENT: THE CONTRACTOR SHALL INCLUDE IN HIS BID PROPOSAL THE FOLLOWING "LINE ITEM" ADD, ALTERNATES FOR EACH OF THE FOLLOWING: 1. AS BUILT CERTIFICATION DOCUMENTING ALL PRIOR TO INSTALLATION, APPROVAL, AND CONFIRMED INSTALLATION OF ANY INSTALLATION VARIATIONS FROM APPROVED PERMITS, AND/OR REVISED PERMIT DOCUMENTS. 2. POST INSTALL PERMIT REQUIREMENTS: COMPLIANCE REPORTS, ADDITIONAL DOCUMENTATION, ETC. PER FBC (2020) ENERGY CONSERVATION, CHAPTER 4.		
SECTION C&B TOTAL BUILDING PERFORMANCE, THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION AS A PRE REQUIRE FOR A CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION. B. CONTRACTOR SUBMISSION OF BID PROPOSAL, ACKNOWLEDGES THAT THE ENGINEERS OF RECORD FOR THE PERMITS ARE NOT OBLIGED TO PARTICIPATE IN ANY POST PERMITS PERMIT REQUIREMENTS: COMPLIANCE REPORTS, ADDITIONAL DOCUMENTATION, ETC. PER FBC (2020) ENERGY CONSERVATION, CHAPTER 4.		
DRY RUN NOT FOR CONSTRUCTION		
RISER AND PANEL SCHEDULE		JORGE R. CERVANTES, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 49832. THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JORGE R. CERVANTES, P.E. ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



PEMBROKE PARK POLICE DEPARTMENT
350 SW 52ND AVENUE
PEMBROKE PARK, FLORIDA 33023



AA-0002897



Project No.: 2022-115
Drawn By: JRC
Checked By: JRC
Date: July 25, 2022

REVISIONS
BLDG. DEPT. COMMENTS
9-23-2022

E5

PANEL NAME: FD1																				MAIN BUS:		100 AMP	
TYPE: EXISTING																				NEUTRAL:		100 %	
Ø-TO-N VOLTAGE: 120																				MAIN BREAKER:		N/A/AMP	
Ø-TO-Ø VOLTAGE: 240										1-PHASE, 3-WIRE										A.I.C.:		10 K	
										MOUNTING: FLUSH													
	KVA	C.B.	COND.	Ø	NEU.	GND.	FEET	%VD	LOAD	CKT	CKT	LOAD	%VD	FEET	GND.	NEU.	Ø	COND.	C.B.	KVA			
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	100/RM REC.	1	2	GENERATOR OUTLET	0.71	200	12	12	12	1/2"	20-1	0.13	(1)		
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	GENERAL RECEPT.	3	4	N-SIDE LIGHTS	0.71	200	12	12	12	1/2"	20-1	0.13	(1)		
(2)	0.13	20-1	1/2"	12	12	12	200	0.00	CHIEF OFF./LOCK LITS.	5	6	CHIEF ROOM	0.00	200	12	12	12	1/2"	20-1		(2)		
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	MAIN OFFICE REC.	7	8	MEN'S BATH	0.71	200	12	12	12	1/2"	20-1	0.13	(1)		
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	NORTH WALL REC.	9	10	SE RECEPT. RM 107	0.71	200	12	12	12	1/2"	20-1	0.13	(1)		
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	OFFICE RECEPT.	11	12	GENERAL RECEPT.	0.71	200	12	12	12	1/2"	20-1	0.13	(1)		
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	F.A.C.P.	13	14	NW OFF REC./KIT. REC.	0.00	200	12	12	12	1/2"	20/20-1		(2)		
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	OUTSIDE CLOSET	15	16	GEN REC./G-D	1.42	200	12	12	12	1/2"	20/20-1	0.26	(1)		
(1)	0.26	20/20-1	1/2"	12	12	12	200	1.42	COMM. CLOSET	17	18	D-W/GEN REC.	1.42	200	12	12	12	1/2"	20/26	0.26	(1)		
(1)	0.26	20/20-1	1/2"	12	12	12	200	1.42	PANEL REC./GEN. REC.	19	20	GEN REC./REFRIGERATOR	0.00	200	12	12	12	1/2"	20/20-1		(1)		
PANEL LOAD(KVA): 2.58 KVA										A-PHASE TOTAL CONNECTED LOAD:										9.68 AMPS			
PANEL LOAD(AMP): 10.75 AMPS										B-PHASE TOTAL CONNECTED LOAD:										11.83 AMPS			

(1) CIRCUIT TO BE RELOCATED TO PANEL "F1". PROVIDE ALL REQUIRED HARDWARE AND WIRING CHANGES AS REQUIRED.

(2) REMOVE CIRCUIT. VERIFY CIRCUIT SERVES THE AREA OF WORK. RELOCATE CIRCUIT TO PANEL "F1" IF REQUIRED.

PANEL NAME: FD2										MAIN BUS: 100 AMP										
TYPE: EXISTING										NEUTRAL: 100 AMP										
Ø-TO-N VOLTAGE: 120										MAIN BREAKER: N/A AMP										
Ø-TØ VOLTAGE: 240										A.I.C.: 10 K										
1-PHASE, 3-WIRE																				
MOUNTING: FLUSH																				
	KVA	C.B.	COND.	Ø	NEU.	GND.	FEET	%VD	LOAD	CKT	CKT	LOAD	%VD	FEET	GND.	NEU.	Ø	COND.	C.B.	KVA
(1)	0.22	20-1	1/2"	12	12	12	200	1.18	BLDG. DEPT. REC.	1	2	EAST RECEPT.	1.18	200	12	12	12	1/2"	20-1	0.22
(1)	0.22	20-1	1/2"	12	12	12	200	1.18	GENERAL REC.	3	4	BATHROOM	1.18	200	12	12	12	1/2"	20-1	0.22
(1)	0.22	20-1	1/2"	12	12	12	200	1.18	GARAGE REC.	5	6	GARAGE DOOR	0.00	200	12	12	12	1/2"	20-1	
(1)	0.22	20-1	1/2"	12	12	12	200	1.18	N.E. LOBBY	7	8	GENERAL REC.	1.18	200	12	12	12	1/2"	20-1	0.22
(1)	0.22	20-1	1/2"	12	12	12	200	1.18	N. END HALL LIGHTS	9	10	GENERAL REC.	1.18	200	12	12	12	1/2"	20-1	0.22
(1)	0.22	20-1	1/2"	12	12	12	200	1.18	FRONT DOOR LIGHTS	11	12	GENERAL REC.	1.18	200	12	12	12	1/2"	20-1	0.22
(1)	0.22	20-1	1/2"	12	12	12	200	1.18	GENERAL REC.	13	14	GARAGE EXHAUST	0.00	200	12	12	12	1/2"	20-1	
(2)		20-1	1/2"	12	12	12	200	0.00	GENERAL REC.	15	16	FAN	0.00	200	12	12	12	1/2"	20-1	
									SPACE	17	18	SPACE								
									SPACE	19	20	SPACE								
PANEL LOAD(KVA): 2.58 KVA										A-PHASE TOTAL CONNECTED LOAD: 10.75 AMPS										
PANEL LOAD(AMP): 10.75 AMPS										B-PHASE TOTAL CONNECTED LOAD: 10.75 AMPS										

(1) CIRCUIT TO BE RELOCATED TO PANEL "F1". PROVIDE ALL REQUIRED HARDWARE AND WIRING CHANGES AS REQUIRED.

(2) REMOVE CIRCUIT. VERIFY CIRCUIT SERVES THE AREA OF WORK. RELOCATE CIRCUIT TO PANEL "F1" IF REQUIRED.

PANEL NAME: F1 (NEW)														MAIN BUS:		100 AMP					
TYPE:		ITE/SEMENTS												NEUTRAL:		100 AMP					
Ø-TO-N VOLTAGE:		120												MAIN BREAKER:		N/A/AMP					
Ø-T-Ø VOLTAGE:		240		1-PHASE, 3-WIRE MOUNTING: SURFACE										A.I.C.:		10 K					
	KVA	C.B.	COND.	Ø	NEU.	GND.	FEET	%VD	LOAD	CKT	CT	LOAD	%VD	FEET	GND.	NEU.	Ø	COND.	C.B.	KVA	
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	100/IRM. REC.	1	2	GENERATOR OUTLET	0.71	200	12	12	12	1/2"	20-1	0.13	(1)
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	GENERAL RECEPT.	3	4	N/SIDE LIGHTS	0.71	200	12	12	12	1/2"	20-1	0.13	(1)
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	MAIN OFFICE REC.	5	6	MEHS BATH	0.71	200	12	12	12	1/2"	20-1	0.13	(1)
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	NORTH WALL REC.	7	8	SE RECEPT. RM 107	0.71	200	12	12	12	1/2"	20-1	0.13	(1)
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	OFFICE RECEPT.	9	10	GENERAL RECEPT.	0.71	200	12	12	12	1/2"	20-1	0.13	(1)
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	F.A.C.P.	11	12	GEN. REC./G-D	0.71	200	12	12	12	1/2"	20-1	0.13	(1)
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	OUTSIDE CLOSET	13	14	GEN. REC./G-D	0.71	200	12	12	12	1/2"	20-1	0.13	(1)
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	COMM. REC./JUNDER	15	16	D-W/GEN. REC.	0.71	200	12	12	12	1/2"	20-1	0.13	(1)
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	COMM. REC./JUNDER	17	18	D-W/GEN. REC.	0.71	200	12	12	12	1/2"	20-1	0.13	(1)
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	PANEL REC./GEN. REC.	19	20	EAST RECEPT.	1.18	200	12	12	12	1/2"	20-1	0.22	(2)
(1)	0.13	20-1	1/2"	12	12	12	200	0.71	PANEL REC./GEN. REC.	21	22	BATHROOM	1.18	200	12	12	12	1/2"	20-1	0.22	(2)
(1)	0.22	20-1	1/2"	12	12	12	200	1.18	INT. DPT. REC.	23	24	GENERAL REC.	1.18	200	12	12	12	1/2"	20-1	0.22	(1)
(1)	0.22	20-1	1/2"	12	12	12	200	1.18	GENERAL REC.	25	26	GENERAL REC.	1.18	200	12	12	12	1/2"	20-1	0.22	(1)
(2)	0.22	20-1	1/2"	12	12	12	200	1.18	GARAGE REC.	27	28	GENERAL REC.	1.18	200	12	12	12	1/2"	20-1	0.22	(1)
(2)	0.22	20-1	1/2"	12	12	12	200	1.18	N.E. LOBBY	29	30	PD EMERGENCY LIGHTS	1.34	100	10	10	10	1/2"	20-1	0.77	
(2)	0.22	20-1	1/2"	12	12	12	200	1.18	INT. DPT. REC.	31	32	END WALL LIGHTS	1.34	100	10	10	10	1/2"	20-1	0.77	
(2)	0.22	20-1	1/2"	12	12	12	200	1.18	FRONT DOOR LIGHTS	33	34	SPACE	33	34	SPACE						
(2)	0.22	20-1	1/2"	12	12	12	200	1.18	GENERAL REC.	35	36	SPACE	35	36	SPACE						
(2)	0.22	20-1	1/2"	12	12	12	200	1.18	SPACE	37	38	SPACE	37	38	SPACE						
(2)	0.22	20-1	1/2"	12	12	12	200	1.18	SPACE	39	40	SPACE	39	40	SPACE						
(2)	0.22	20-1	1/2"	12	12	12	200	1.18	SPACE	41	42	SPACE	41	42	SPACE						
PANEL LOAD(KVA): 5.93 KVA														A-BASE TOTAL CONNECTED LOAD: 27.24 AMPS							
PANEL LOAD(AMP): 24.73 AMPS														B-BASE TOTAL CONNECTED LOAD: 22.22 AMPS							

(1) RELOCATED CIRCUIT FROM REMOVED PANEL "FD1"
(2) RELOCATED CIRCUIT FROM REMOVED PANEL "FD2"

PANEL NAME: PDAC (NEW)													MAIN BUS:		200 AMP				
TYPE: ITE/SIEMENS													NEUTRAL:		100 %				
Ø-TO-N VOLTAGE: 120													MAIN BREAKER:		N/A AMP				
Ø-TO-Ø VOLTAGE: 240													A.I.C.:		10 K				
1-PHASE, 3-WIRE																			
MOUNTING: SURFACE																			
KVA	C.B.	COND.	Ø	NEU.	GND.	FEET	%VD	LOAD	CKT	CKT	LOAD	%VD	FEET	GND.	NEU.	Ø	COND.	C.B.	KVA
0.34	15-2	1/2"	12		12	100	0.47	AHU-1	1	2	AHU-3	0.71	100	12		12	1/2"	15-2	0.52
0.34									3	4									2.52
1.07	15-2	1/2"	12		12	100	1.47	CU-1	5	6	CU-3	1.63	100	10		8	3/4"	50-2	3.01
1.07									7	8									3.01
0.52	15-2	1/2"	12		12	100	0.71	AHU-2	9	10	WATER HEATER	1.94	100	10		10	1/2"	30-2	2.25
0.52									11	12									2.25
3.01	50-2	3/4"	8		10	100	1.63	CU-2	13	14	RECIRCULATING PUMP	0.62	75	12	12	12	1/2"	20-1	0.30
3.01									15	16	COUNTER REC.	2.68	65	12	12	12	1/2"	20-1	1.50
1.00	20-1	1/2"	12	12	12	100	2.74	102 COPIER	17	18	COUNTER REC.	2.68	65	12	12	12	1/2"	20-1	1.50
1.00	20-1	1/2"	12	12	12	100	2.74	103 COPIER	19	20	U.C. REC.	1.48	65	12	12	12	1/2"	20-1	0.83
1.00	20-1	1/2"	12	12	12	100	2.74	115 COPIER	21	22	MICROWAVE	2.68	65	12	12	12	1/2"	20-1	1.50
1.00	20-1	1/2"	12	12	12	100	2.74	HALLWAY COPIER	23	24	MOTORIZED DAMPERS	0.64	65	12	12	12	1/2"	20-1	0.36
								SPACE	25	26	MOTORIZED DAMPERS	0.99	100	12	12	12	1/2"	20-1	0.36
								SPACE	27	28	AHU'S CONDENSATE PUMP	2.47	100	12	12	12	1/2"	20-1	0.90
								SPACE	29	30	PURCHASE FANS	2.74	100	12	12	12	1/2"	20-1	1.00
								SPACE	31	32	SPACE								
								SPACE	33	34	SPACE								
								SPACE	35	36	SPACE								
								SPACE	37	38	SPACE								
								SPACE	39	40	SPACE								
								SPACE	41	42	SPACE								
PANEL LOAD(KVA): 35.69 KVA													A-PHASE TOTAL CONNECTED LOAD: 144.83 AMPS						
PANEL LOAD(AMP): 148.71 AMPS													B-PHASE TOTAL CONNECTED LOAD: 152.58 AMPS						

PANEL LOAD(KVA):	35.69 KVA
PANEL LOAD(AMP):	148.71 AMPS

A-PHASE TOTAL CONNECTED LOAD: 144.83 AMPS
B-PHASE TOTAL CONNECTED LOAD: 152.58 AMPS

PANEL NAME: PD (NEW)													MAIN BUS:		100 AMP				
TYPE:		ITE/SIEMENS												NEUTRAL:		100 %			
Ø-TO-N VOLTAGE:		120												MAIN BREAKER:		N/A/AMP			
Ø-TO-Ø VOLTAGE:		240		1-PHASE, 3-WIRE												10 K			
MOUNTING: SURFACE																			
KVA	C.B.	COND.	Ø	NEU.	GND.	FEET	WYE	LOAD	CKT	CKT	LOAD	%VD	FEET	GND.	NEU.	Ø	COND.	C.B.	KVA
1.08	20-1	1/2"	12	12	12	100	2.96	101 REC.	1	2	RECEPTACE	0.49	25	12	12	12	1/2"	20-1	0.72
1.08	20-1	1/2"	12	12	12	100	2.96	102 100Z REC.	3	4	107 REC.	0.49	25	12	12	12	1/2"	20-1	0.72
0.54	20-1	1/2"	12	12	12	100	1.48	102 REC.	5	6	SERVER	0.37	25	12	12	12	1/2"	20-1	0.54
0.50	20-1	1/2"	12	12	12	100	1.37	INTERCOMM/DVR	7	8	LIGHTS	1.73	100	10	10	10	1/2"	20-1	1.00
0.90	20-1	1/2"	12	12	12	100	2.47	103 REC.	9	10	SHOWER/RESTROOM LTG	2.55	100	12	12	12	1/2"	20-1	0.93
1.26	20-1	1/2"	12	12	12	100	3.46	104/105 REC.	11	12	LIGHTS	2.00	100	10	10	10	1/2"	20-1	1.16
1.08	20-1	1/2"	12	12	12	100	2.96	106 REC.	13	14	SPACE								
0.90	20-1	1/2"	12	12	12	100	2.47	115 REC.	15	16	SPACE								
0.36	20-1	1/2"	12	12	12	100	0.99	WOMEN'S REST.	17	18	SPACE								
0.18	20-1	1/2"	12	12	12	100	0.49	WOMEN'S REST.	19	20	SPACE								
0.18	20-1	1/2"	12	12	12	100	0.49	MEN'S REST.	21	22	SPACE								
0.36	20-1	1/2"	12	12	12	100	0.99	MEN'S REST.	23	24	SPACE								
0.72	20-1	1/2"	12	12	12	100	1.98	ELEC. RM./111 REC.	25	26	SPACE								
1.44	20-1	1/2"	12	12	12	100	3.95	111 REC.	27	28	SPACE								
1.08	20-1	1/2"	12	12	12	100	2.96	109 REC.	29	30	SPACE								
0.90	20-1	1/2"	12	12	12	100	2.47	108 REC.	31	32	SPACE								
0.90	20-1	1/2"	12	12	12	100	2.47	108 REC.	33	34	SPACE								
0.54	20-1	1/2"	12	12	12	100	1.48	107 REC.	35	36	SPACE								
0.72	20-1	1/2"	12	12	12	100	1.98	107 REC.	37	38	SPACE								
0.72	20-1	1/2"	12	12	12	100	1.98	107 REC.	39	40	SPACE								
								SPACE	41	42	SPACE								

PANEL LOAD(KVA):	20.51 KVA
PANEL LOAD(AMP):	85.46 AMPS

A-PHASE TOTAL CONNECTED LOAD: 81.23 AMPS
B-PHASE TOTAL CONNECTED LOAD: 89.68 AMPS

PANEL NAME: EM										1-PHASE, 3-WIRE MOUNTING: SURFACE										MAIN BUS: 100 AMP NEUTRAL: 100 % MAIN BREAKER: N/A AMP A.I.C.: 10 K			
TYPE: EXISTING Ø-TO-N VOLTAGE: 120 Ø-TO-Ø VOLTAGE: 240																							
	KVA	C.B.	COND.	Ø	NEU.	GND.	FEET	%VD	LOAD	CKT	CKT	LOAD	%VD	FEET	GND.	Ø	COND.	C.B.	KVA				
(1)	1.20	20-1	1/2"	12	12	12	200	6.58	LIGHTS	1	2	LIGHTS	6.58	200	12	12	1/2"	20-1	1.20	(1)			
(1)	1.20	20-1	1/2"	12	12	12	200	6.58	LIGHTS	3	4	LIGHTS	6.58	200	12	12	1/2"	20-1	1.20	(1)			
(1)	1.20	20-1	1/2"	12	12	12	200	6.58	LIGHTS	5	6	LIGHTS	6.58	200	12	12	1/2"	20-1	1.20	(1)			
(1)	1.20	20-1	1/2"	12	12	12	200	6.58	LIGHTS	7	8	RECEPTACES	5.93	200	12	12	1/2"	20-1	1.08	(1)			
(1)	1.20	20-1	1/2"	12	12	12	200	6.58	LIGHTS	9	10	RECEPTACES	5.93	200	12	12	1/2"	20-1	1.08	(1)			
(1)	1.20	20-1	1/2"	12	12	12	200	6.58	LIGHTS	11	12	LIGHTS	6.58	200	12	12	1/2"	20-1	1.20	(1)			
									SPACE	13	14	SPACE											
									SPACE	15	16	SPACE											
PANEL LOAD(KVA): 14.16 KVA PANEL LOAD(AMP): 59.00 AMPS										A-PHASE TOTAL CONNECTED LOAD: 59.00 AMPS B-PHASE TOTAL CONNECTED LOAD: 59.00 AMPS													

(1) EXISTING LOAD SHOWN FOR REFERENCE.

DRY RUN
NOT FOR CONSTRUCTION

PANEL SCHEDULES

JORGE R. CERVANTES, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 45832
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JORGE R. CERVANTES, P.E. ON
THE DATE INDICATED HERE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PEMBROKE PARK POLICE DEPARTMENT

3150 SW 52ND AVENUE
PEMBROKE PARK, FLORIDA 33023



3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx: (954) 266-270
sma@saltzmichelson.com

AA-0002897



Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781 • Fax: 954.921.8800

Project No.:

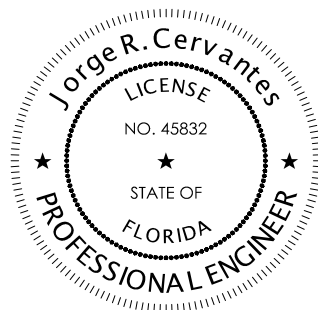
Drawn By:

Checked By

are

July 25, 2022

REVISIONS



E6

NOTICE TO BIDDERS

A. CONTRACTOR'S RESPONSIBILITY AND CONTRACT REQUIREMENT:
THE CONTRACTOR SHALL INCLUDE IN HIS BID PROPOSAL THE FOLLOWING "LINE ITEM" ADD.
ALTERNATES FOR EACH OF THE FOLLOWING:

1. AS BUILT CERTIFICATION DOCUMENTING ALL, PRIOR TO INSTALLATION, APPROVAL, AND
CONFIRMED INSTALLATION OF ANY INSTALLATION VARIATIONS FROM APPROVED INITIAL
AND/OR REVISED PERMIT DOCUMENTS.
2. POST INITIAL PERMIT REQUIREMENTS, COMPLIANCE REPORTS, ADDITIONAL,
DOCUMENTATION, ETC. PER FBC (2020) ENERGY CONSERVATION, CHAPTER 4.

SECTION C406 TOTAL BUILDING PERFORMANCE, THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION AS A PRE REQUISITE FOR A CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION.

B. CONTRACTOR SUBMISSION OF BID PROPOSAL ACKNOWLEDGES THAT THE ENGINEER OF RECORD FOR THE INITIAL PERMIT ARE NOT OBLIGED TO PARTICIPATE IN ANY POST INITIAL PERMIT CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF COMPLETION REQUIREMENTS.

PANEL SCHEDULES

E6

Miguel Nunez

From: Myriam Jacques
Sent: Tuesday, October 18, 2022 3:23 PM
To: Miguel Nunez; Lucie Manzerolle
Cc: JC Jimenez; David Howard; Joy Brown; Jorge Cervantes; Robert Clark; Town Clerk; Town Attorney
Subject: FW: DemandStar: Bid - ITB-ITB 22-12-0-2022/LM Submitted for Broadcast

For your records



Myriam Jacques, LEED AP
Deputy Public Services Director, Town of Pembroke Park
[954.966.4600](tel:954.966.4600) ext. 200. | mjacques@tppfl.gov
[Direct: 754.232.1630](tel:754.232.1630)
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

From: DemandStar <agencyservices@demandstar.com>
Sent: Tuesday, October 18, 2022 3:17 PM
To: Myriam Jacques <mjacques@tppfl.gov>; Lucie Manzerolle <lmanzerolle@tppfl.gov>
Subject: DemandStar: Bid - ITB-ITB 22-12-0-2022/LM Submitted for Broadcast

Bid Submitted on DemandStar

The following bid has been successfully submitted for broadcasting.

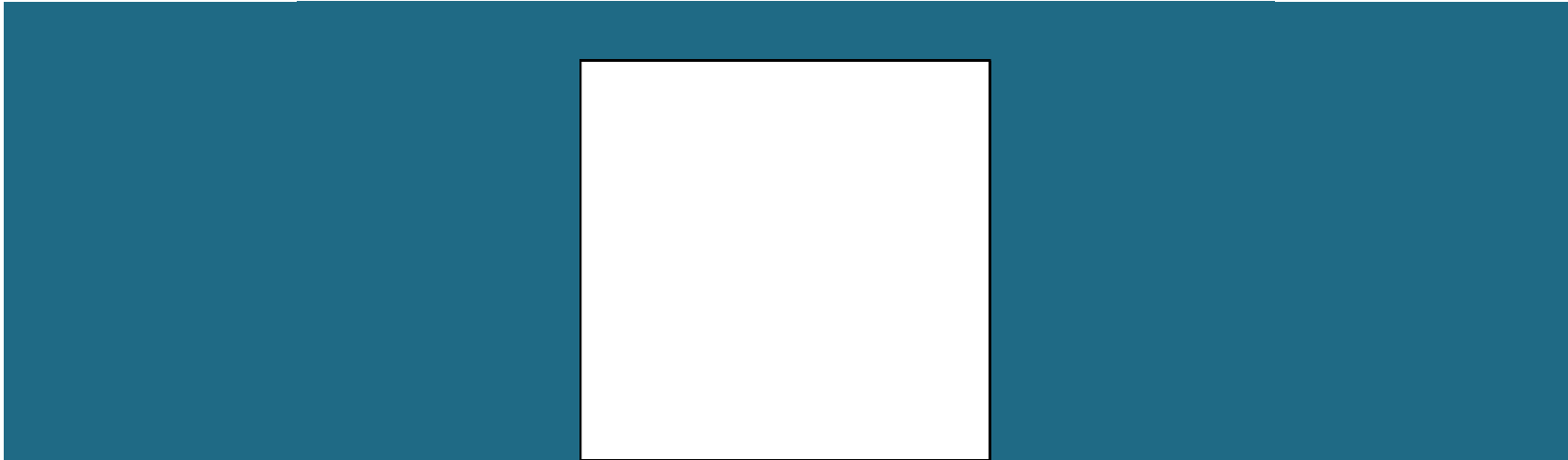
Bid Identifier: ITB-ITB 22-12-0-2022/LM

Bid Name: Built Out Improvement For The Police Department
Due Date: 11/10/2022 2:00 PM Eastern
Broadcast Date: 10/18/2022 3:22 PM Eastern
Bid Writer: Lucie Manzerolle
Bid Submitted by: Myriam Jacques

You may update your Bid information up until broadcast.

[You can update your bid details here](#) or by going to the "Bids" tab, until the bid is broadcast, which is currently scheduled for 10/18/2022 3:22 PM Eastern.

Sincerely,
The DemandStar team





■
WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 ● Fax 954-966-5310

MEMORANDUM NO.: 22-023

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

VIA: Melissa Anderson, Esq., Town Attorney

VIA: Roy Brown, Finance Director

FROM: Miguel A. Núñez, Building Official *MN*

RE: POLICE DEPARTMENT OFFICES BUILT-OUT

At this time, I would like to submit the attached documents for the Police Department Offices Built-Out, initial procurement; therefore, I am asking permission to open the bids, rank them and issue the required contracts (as needed); and later bring the results and the information to the commission body, with the intent to reduce the start time for the above referenced work.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Marlen Martell, Town Clerk
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-023.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-023.docx)

AGENDA ITEM REPORT



To:

Subject: Salary increase for Joy Brown due to being placed in a new position. Previously approved by the Commission in July 2022.

Meeting: PUBLIC NOTICE VIRTUAL WORKSHOP COMMISSION MEETING - October 26, 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Accreditation Managers typically garner \$50 - \$70K throughout South Florida. This role is in addition to her current role as Executive Assistant, which starts in the \$50K range per the latest peppy report.

FINANCIAL IMPACT:

\$28,000 per annum

RECOMMENDATION:

Previously, the position of Accreditation Manager was added to the Administrative Assistant role.

PEMBROKE PARK POLICE DEPARTMENT



3150 SW 52nd Avenue • Pembroke Park, Florida

Email: dhoward@tppfl.gov
Tel. 954.966.4600 • Fax 954.961.4760

TO: Town Commission

From: Chief Howard #001

SUBJ: Retroactive Pay for Mrs Joy Brown

DATE: 7/27/2022

Since October 2021, Joy Brown has been additionally tasked with many responsibilities within the newly created Police Department. However, she is still charged with work in her previous positions as Events Coordinator and the Administrative Assistant to the Town Commission.

In her many roles, Mrs. Brown has been working, on average, 20 additional hours per week to maintain a high level of service within her three current positions. I have taken this average of time and compiled the following payment:

Based on her previous annual salary of \$50,000 as the Events Coordinator and Administrative Assistant to the Commission, her hourly rate would be \$24.04.

I believe that Ms. Brown should receive retroactive pay which is currently \$21,155.20. This figure is based on \$24.04 per hour at 20 hours per week which is \$480.80. The Town is in its 44th week for this fiscal year. I believe that Ms. Brown should continue to receive the additional compensation until the end of the fiscal year when the position for Events Coordinator and Administrative Assistant to the Commission is expected to be filled.

The cost for compensation would \$3,846.40 (\$961.60 per pay period for the four remaining pay periods). Total compensation for her additional duties would be approximately \$25,001.60 for fiscal year 2021-2022.

It is hoped that the Town will onboard a new Administrative Assistant/Events Coordinator by October 2022; however, Mrs. Brown will always be available to assist wherever her skills are required.

AGENDA ITEM REPORT



To: Town Commission
Subject: SW 30th Street Sanitary Sewer Feasibility and Force Main Replacement
Meeting: PUBLIC NOTICE VIRTUAL WORKSHOP COMMISSION MEETING - October 26, 2022
Department: Public Works
Staff Contact: Myriam Jacques, Deputy Public Services Director

BACKGROUND INFORMATION:

This project is to replace an aging force main on SW 30th Street. KEITH Team had submitted an previous proposal using the pipe busting method. Unfortunately, this method is no longer acceptable by EPA standards. This proposal is to replace the force main with another sewer pipeline along the north side in the Town's right-of-way.

FINANCIAL IMPACT:

\$72,250 using the sewer funds

RECOMMENDATION:

Staff Recommends Commission Approval

ATTACHMENTS:

[09630.14-CA#1 Feasibility & Pipe Replacement - Open Cut-2022-10-05](#)



CONTRACT ADDENDUM

September 15, 2022

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

Project Name: SW 30th Street Sanitary Sewer
Feasibility and Force Main
Replacement
Project Location: SW 30th Street from SW 33rd
Avenue to SW 46th Avenue
Pembroke Park, FL, 33023
KEITH Project Number: 09630.14
Contract Addendum: 01
Project Manager: Carlos Morales

PROJECT UNDERSTANDING

The TOWN has requested the CONSULTANT (KEITH) perform an initial due diligence to determine the feasibility to allow the Town two options for sanitary sewer service to the commercial properties along the south side of Hallandale Beach Blvd. currently served by the Town's four (4) existing public pump stations.

Option #1 – Town updating their four (4) public pump stations and reconnect to their new proposed force main along SW 30th Street

Option #2 - Disconnect those properties from the Town's Service Area and reconnect them via gravity to the BCWWS sanitary sewer gravity main along SW 30th Street.

The feasibility will include meeting with agencies BCWWS and BCEPGMD to determine their willingness and/or conditions to allow these sites to be disconnected from the Town's Service Area and connecting them into BCWWS. In addition, KEITH will prepare a cost analysis comparison between these two options.

Based on the results on this initial due diligence and cost analysis comparison, the Town will direct KEITH to provide additional professional services associated with the design of a new direct buried/open trench 6-inch sanitary sewer force main along SW 30th Street at a different location that currently exists.

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

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

The project will consist of the design of approximately 5,750 LF of 6-inch direct buried/open trench sanitary sewer force main with the reconnection of the existing services. The existing 6-inch Sanitary Sewer ACP force main will be grouted and abandoned in place.

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North American Vertical Datum of 1988 (NAVD88). Elevations shall be shown at an interval of approximately 50 feet, including intermediate changes in grade.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

KEITH will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. KEITH is to provide professional services associated with designating utilities within the depicted orange highlighted area (approximately 4500’ long area along SW 30th Street to include the full right of way) on the attached exhibit and locating up to twenty (20) test holes as requested by the designer. Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Task 202 Horizontal Designation Services

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

Task 203 Additional Location Services

KEITH will perform up to twenty (20) test holes at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1’ by 1’). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing depth of cover, type, size, and material if applicable.

Subsurface Utility Engineering Conditions and Understandings

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

Task 204 Utility Mapping

KEITH will perform surveying services to collect the surface markings completed in 203 that mark the underground utilities. Survey of said markings will be based on Real-Time Kinematic (RTK) GPS observations and referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Survey of Horizontal Designations will be delivered in a geo-referenced (NAD83/11) AutoCAD file. Survey of Location Services (Test Holes) will be delivered in Excel in PNEZD format.



CIVIL ENGINEERING SERVICES

Task 403 Construction Documents Modification

Sanitary Sewer Plans

KEITH will prepare sanitary sewer system plans for the design of a new direct buried/open trench 6-inch force main along SW 30th Street to replace the existing force main.

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

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

Pavement Marking & Signing Plans

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

Deliverables

1. Construction Documents (60% and Final Construction Documents) for above referenced Plans.
2. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets or a separate document for inclusion in the Contract Document Specification book.)
3. Meetings and Team Coordination – During the specified duration in the project schedule, the KEITH team will attend all required meetings and coordination. It is assumed all meetings will be in South Florida.

Task 404 Engineering Permitting

KEITH will attend required pre-application meetings with agencies having jurisdiction over the facilities designed by KEITH, and prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:

Sanitary Sewer System

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

Roadway Restoration / Right-of-Way

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

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

Deliverables

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.



CONSTRUCTION / PROJECT MANAGEMENT SERVICES

Task 802 Additional Construction Observation for Engineering Certification

*KEITH will provide additional construction engineering services in order to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included are described in the original proposal and are anticipated to take **an additional three (3) months (total of 6 months)**:*

SCHEDULE

FEASIBILITY SERVICES

Task 001 Feasibility & Cost Comparison Analysis 1 Month

SURVEY SERVICES

Task 102 Additional Topographic Survey 8-10 weeks

SUE SERVICES

Task 202 Horizontal Designation Services 3-4 weeks

Task 203 Additional Location Services 6-8 weeks

Task 204 Mapping Services concurrently with task 203

CIVIL ENGINEERING SERVICES

Task 403 Construction Documents Modification 2 Months

Task 404 Engineering Permitting 2 Months

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 802 Additional Construction Observation Additional 3 Months

Schedule Disclaimer:

Considering the ongoing outbreak of the Coronavirus 2019 (COVID-19), KEITH remains fully committed to pursuing the completion of our work in a safe, diligent, and reasonable manner under the current circumstances based on the schedule provided. It is possible that we will encounter certain delays because of this pandemic. Potential impacts may include, but are not limited to, labor shortages due to mandated quarantine regulations, material shortages and significant delays in lead times because of factory closings across the globe. We will continue to monitor the situation and advise of any delays resulting from the impacts of the current worldwide health scenario.



COMPENSATION

FEASIBILITY SERVICES

Task 001 Feasibility & Cost Comparison Analysis \$5,000 (Hourly/NTE)*

SURVEY SERVICES

Task 102 Additional Topographic Survey \$19,250 (Lump Sum)

SUE SERVICES

Task 202 Horizontal Designation Services \$8,500 (Lump Sum)

Task 203 Additional Location Services (20 @ \$500 per test hole) \$10,000 (Lump Sum)

Task 204 Utility Mapping \$2,000 (Lump Sum)

CIVIL ENGINEERING SERVICES

Task 403 Construction Documents Modification \$14,000 (Lump Sum)

Task 404 Engineering Permitting \$8,300 (Lump Sum)

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 802 Additional Construction Observation \$5,200 (Hourly/NTE)*

Total Fee \$72,250 + reimbursables

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

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

As to CONSULTANT

KEITH



STEPHEN D WILLIAMS
2022.10.05
08:52:05-04'00'

Stephen D. Williams

Vice President

DATED: 10/5/2022

As to CLIENT

Town of Pembroke Park

Signature: _____

Print Name: _____

Title: _____

DATED: _____



AGENDA ITEM REPORT



To:

Subject: Holiday Lighting

Meeting: 10 26 2022 VIRTUAL WORKSHOP COMMISSION MEETING - October 26, 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

In 2021 the Town entered an agreement with Artistic Holiday Designs for the holiday lighting in the medians on Hallandale Beach Blvd. This year we will have to pay \$5,500.00 for the install, take down and storage of the lights.

To add lights at the Preserve the options are as follows....

option 1: \$63,829.58 (This includes the purchase of a carousel, candy cane display, gingerbread cookie, gingerbread man, swirl candy, sugar tree, cupcake, double cone tree, lighted tunnel and tree lighting inside the park. Plus install, take down and storage)

option 2: \$48,304.58 (This includes the purchase of a carousel, candy cane display, gingerbread cookie, gingerbread man, swirl candy, sugar tree, cupcake, double cone tree, and lighted tunnel. Plus install, take down and storage)

option 3: \$15,525.00 (This includes tree lighting inside the park. Plus install, take down and storage)

FINANCIAL IMPACT:

Christmas Designers Florida: \$23,858.00

Brittenites: \$30,288.64

Noel Christmas Lights: \$31,805.00

This pricing is for the park only.

ATTACHMENTS:

[1742 001](#)

[1743 001](#)

[1744 001](#)

[1745 001](#)

Artistic

Holiday Designs

2022 HOLIDAY LIGHTING PEMBROKE PARK, FL





Hallandale Beach Blvd 1

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Holiday Designs



Page 4 of 28

Hallandale Beach Blvd 2

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Pembroke Park Preserve 1

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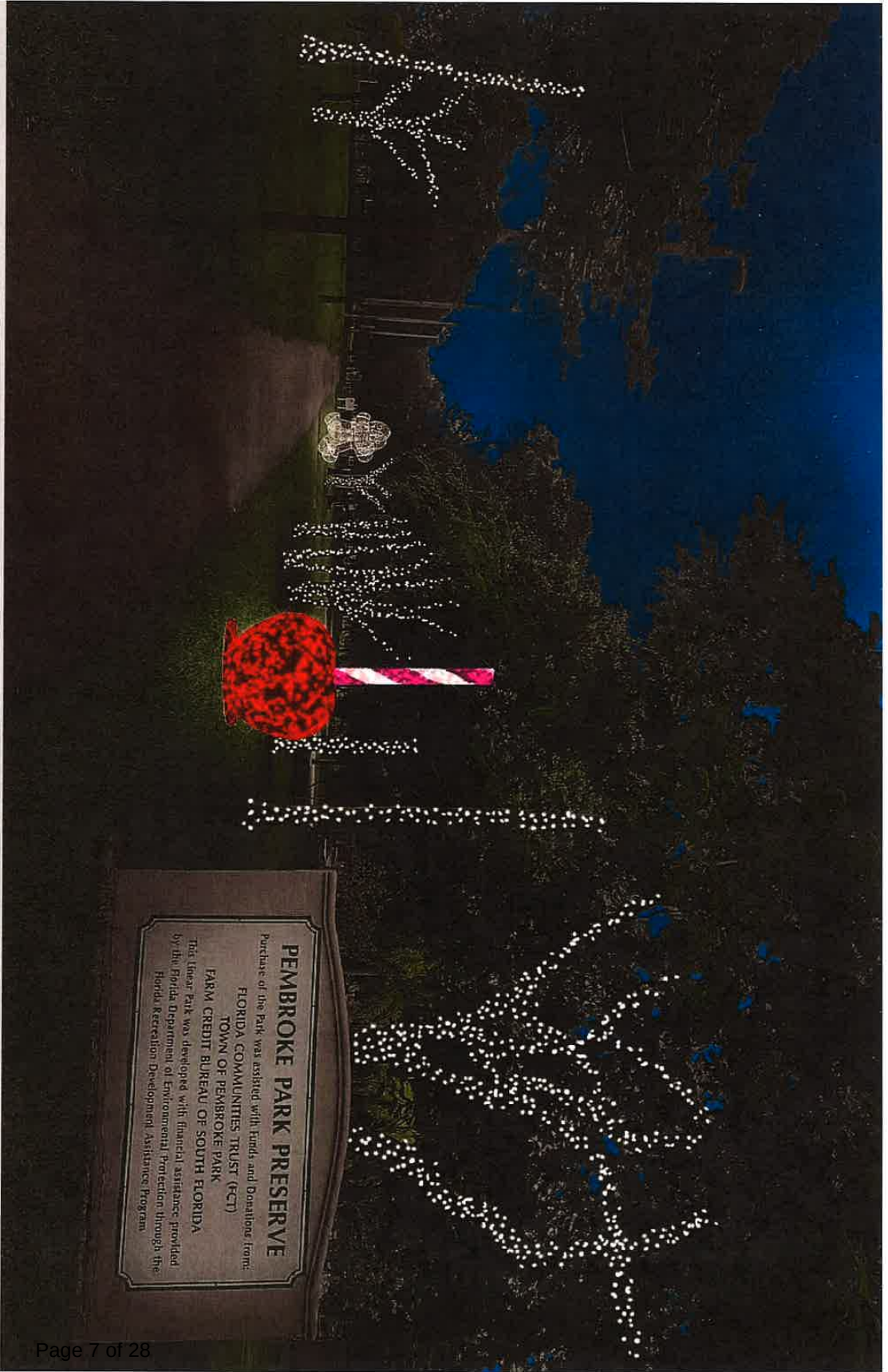
Artistic
Holiday Designs



Pembroke Park Preserve 2

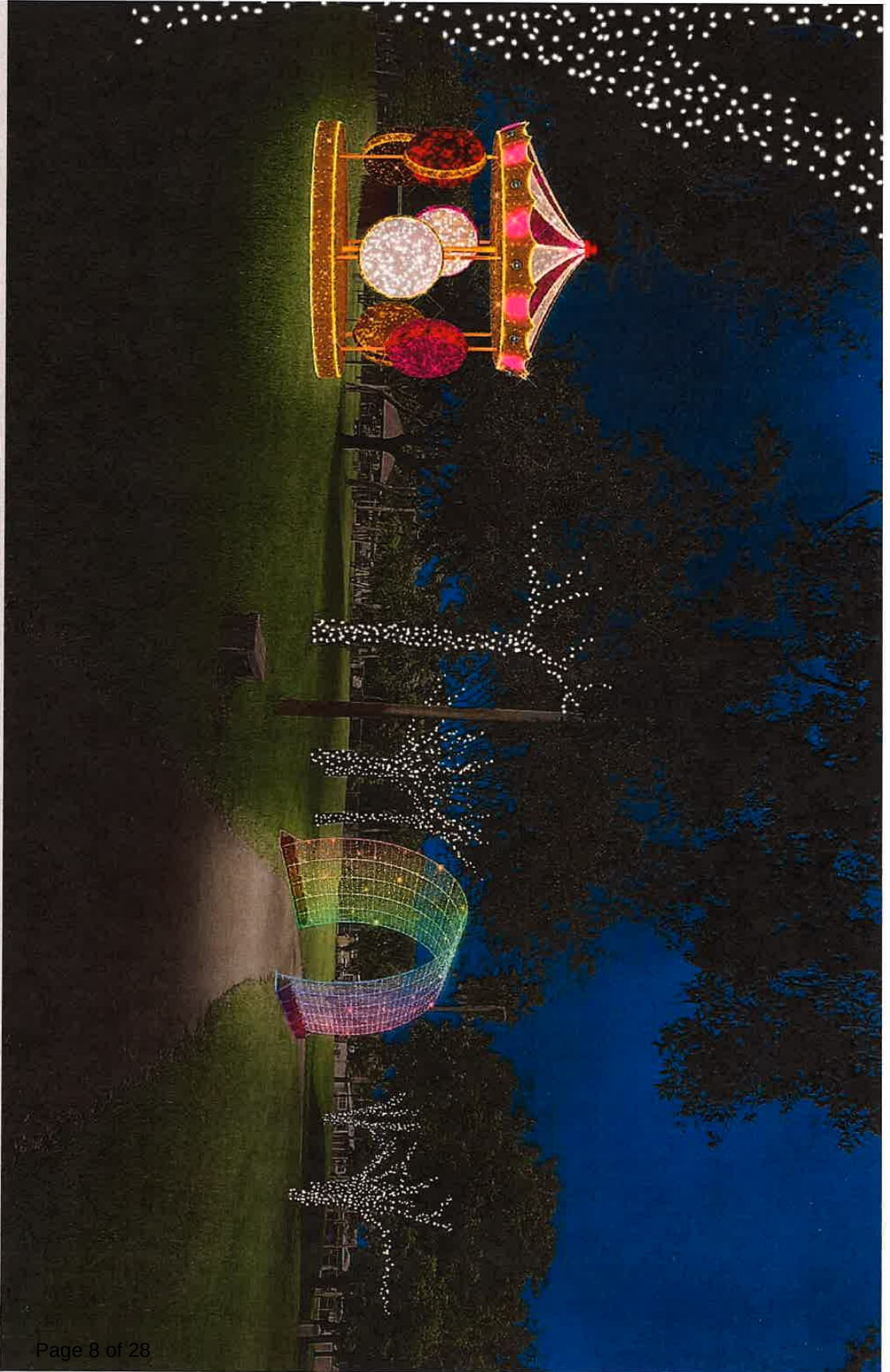
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Pembroke Park Preserve 3

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Page 8 of 28

Pembroke Park Preserve 4

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Page 9 of 28

Pembroke Park Preserve 5

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Artistic
Holiday Designs

PRICING PER ITEM

Part #/Product

Dimensions

Quantity

Lease x Qty

BEST

PARK

412124 Macaron Carousel	H 14.43ft x W 13.12ft x D 13.12ft	1	\$11,059.89
412126 3D Candy Apple Display	H 9.84ft x W 4.92ft x D 4.92ft	1	\$3,808.88
203271 3D Gingerbread Cookie	H 6.88ft x W 8.2ft x D 2.62ft	1	\$3,273.87
202057 2D/3D Gingerbread Man	H 9.84ft x W 8.2ft x D 2.62ft	1	\$3,455.50
412135 3D Pink Swirl Candy	H 5.57ft x W 5.9ft x D 5.9ft	1	\$1,779.30
412134 3D Red Swirl Candy	H 7.05ft x W 7.54ft x D 7.54ft	1	\$2,183.23
413562 2D Pink Sugar Tree	H 4.9ft x W 4.5ft	1	\$1,207.69
413563 2D Cupcake	H 4.9ft x W 4.2ft	1	\$1,071.97
201621 Double Cone Tree	H 32.8ft x W 13.12ft x D 13.12ft	1	\$3,714.24
30' tunnel with animated color change lights.		1	\$5,000.00

Tree Lighting - Leased Pure White mini lights or other color preference

30

\$15,525.00

Field Services - Install, Service, Take down, Storage, Logistics

1

\$11,750.00

TOTAL PARK \$63,829.58

MEDIANS

Existing Owned Decor

Tree Lighting - Leased Pure White mini lights or other color preference

24

\$5,720.00

Field Services - Install, Service, Take down, Storage, Logistics of existing owned product

1

\$5,500.00

TOTAL MEDIAN \$11,220.00

BEST TOTAL \$71,335.34

PRICING PER ITEM

Part #/Product

Dimensions

Quantity

Lease x Qty

BETTER

PARK

412124 Macaron Carousel	H 14.43ft x W 13.12ft x D 13.12ft	1	\$11,059.89
412126 3D Candy Apple Display	H 9.84ft x W 4.92ft x D 4.92ft	1	\$3,808.88
203271 3D Gingerbread Cookie	H 6.88ft x W 8.2ft x D 2.62ft	1	\$3,273.87
202057 2D/3D Gingerbread Man	H 9.84ft x W 8.2ft x D 2.62ft	1	\$3,455.50
412136 3D Pink Swirl Candy	H 5.57ft x W 5.9ft x D 5.9ft	1	\$1,779.30
412134 3D Red Swirl Candy	H 7.05ft x W 7.54ft x D 7.54ft	1	\$2,183.23
413562 2D Pink Sugar Tree	H 4.9ft x W 4.5ft	1	\$1,207.69
413563 2D Cupcake	H 4.9ft x W 4.2ft	1	\$1,071.97
201621 Double Cone Tree	H 32.8ft x W 13.12ft x D 13.12ft	1	\$3,714.24
30' tunnel with animated color change lights.		1	\$5,000.00

Field Services - Install, Service, Take down, Storage, Logistics

1

\$11,750.00

TOTAL PARK \$48,304.58

MEDIANS

Existing Owned Decor

Field Services - Install, Service, Take down, Storage, Logistics of existing owned product

1

\$5,500.00

TOTAL MEDIAN \$5,500.00

BETTER TOTAL \$53,804.58

PRICING PER ITEM

Part #/Product

Dimensions

Quantity

Lease x Qty

GOOD

PARK

Tree Lighting - Leased Pure White mini lights or other color preference

30

\$15,525.00

TOTAL PARK \$15,525.00

MEDIANS

Existing Owned Decor

Field Services - Install, Service, Take down, Storage, Logistics of existing owned product

1

\$5,500.00

TOTAL MEDIAN \$5,500.00

GOOD TOTAL \$21,025.00

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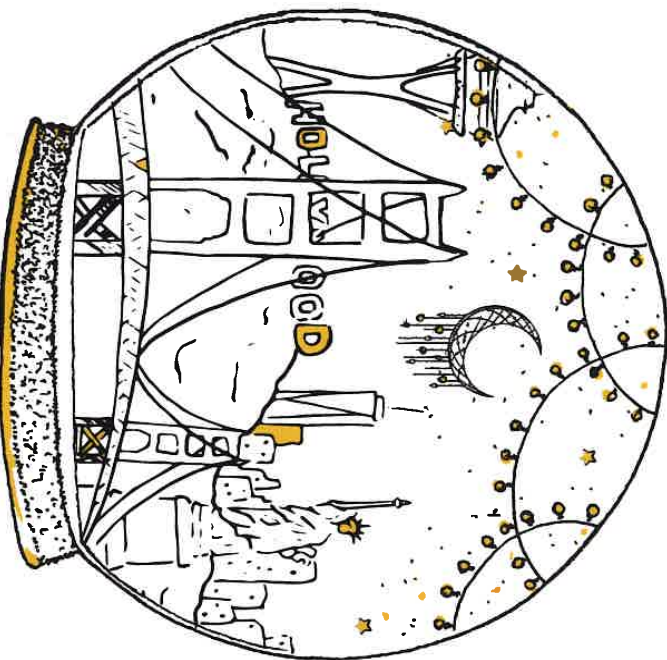
Thank You

Thank you for allowing Artistic Holiday Designs
the opportunity to present our ideas.

www.ArtisticHolidayDesigns.com

Mary Zaller

MaryZ@ArtisticHolidayDesigns.com





HOLIDAY PROGRAM 2022-2024 TOWN OF PEMBROKE PARK

ADDRESS: 3115 SW 52nd Ave, Pembroke Park FL 33023

August 31, 2022

Stephanie Woodbury
Project Manager

3150 SW 52nd Avenue, Pembroke Park, FL 33023

Phone: 954-966-4600 ext. 238

Email: swoodbury@tpfpfl.gov

Dear Stephanie:

Please find enclosed Christmas Designers Florida revised proposal for the holiday program at
Town of Pembroke Park's 2022-2024 Holiday Seasons.

Contents

PROPOSAL.....	3
GENERAL TERMS.....	6
COST RECAP	7
ELECTRICAL SPECIFICATIONS	8

Should you have any questions after you review the enclosed, please contact us at (800) 432-5139.

If everything meets with your approval, please sign the Cost Recap sheet and e-mail or fax this back to us
within (30) days. A 50% deposit invoice will be generated and once receiving payment, Town of
Pembroke Park will be added to our installation schedule.

We look forward to being of service to you this upcoming Holiday Season.

Sincerely,

Joe Campbell

Together with the team of elves at Christmas Designers Florida

www.ChristmasDesigners-FL.com

o: 3124 NW 16th Terrace, Pompano Beach FL 33064 p: (954) 973-4225 f: (954) 301-5770

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1613-223-1RG2 BR11 JC/CM 8.31.2022

Christmas Designers Florida

Page 1 of 8

Town of Pembroke Park Proposal

Pompano Beach, FL

HOLIDAY PROGRAM 2022-2024



TOWN OF PEMBROKE PARK

www.ChristmasDesigners-FL.com

3124 NW 16th Terrace, Pompano Beach FL 33064 • (954) 973-4225 • (954) 301-5770

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1613-223-1RG2 BR11-JC/CM 8.31.2022

Town of Pembroke Park Proposal

Christmas Designers Florida

Pompano Beach, FL

Page 1 of 8

LEGEND

Explanation of symbols
on General Terms page

PROPOSAL

TOWN OF PEMBROKE PARK Holiday Program 2022-2024

AREA 1 – ENTRANCE

Total 8.35 Amps



Above is a rendering – not actual picture

By the Hedge, we will install one (1) 9'6"H x 5'10"W LED Flamingo Display.
For each of the ten (10) Oak Trees, located at the Entrance, we will wrap up into the foliage with twenty (20) Warm White Commercial-grade LED light sets.

1	9'6"H x 5'10"W LED Glitter Mesh Flamingo – Leg Up	\$ 950.00
200	Commercial-grade LED light sets Warm White	\$ 6,800.00
	Equipment Charge	\$ 500.00

TOTAL AREA 1

\$ 8,250.00

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Town of Pembroke Park Proposal

Christmas Designers Florida
Page 3 of 8

Pompano Beach, FL

AREA 2 – PARK PATHWAY

Total 17.91 Amps



Above is a rendering – not actual picture



By the Entrance Sign, we will install one (1) 9'6"H x 5'10"W LED Flamingo Display.

1	9'6"H x 5'10"W LED Glitter Mesh Flamingo - Standing Straight	\$	950.00
---	--	----	--------

For each of the thirty-one (31) Oak Trees, located along the park pathway, we will wrap up into the foliage with ten (10) Warm White Commercial-grade LED light sets.

310	Commercial-grade LED light sets Warm White	\$	10,540.00
-----	--	----	-----------

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Town of Pembroke Park Proposal

Christmas Designers Florida
Page 4 of 8

Pompano Beach, FL

For each of the five (5) Gumbo Limbo Trees, we will wrap up into the foliage with ten (10) Warm White Commercial-grade LED light sets.

50	Commercial-grade LED light sets Warm White	\$ 1,700.00
----	--	-------------

For each of the three (3) Rain Trees, we will wrap up into the foliage with fifteen (15) Warm White Commercial-grade LED light sets.

45	Commercial-grade LED light sets Warm White	\$ 1,530.00
----	--	-------------

For each of the eight (8) Christmas Palms, we will wrap the trunks up to the boot with two (2) Warm White Commercial-grade LED light sets.

16	Commercial-grade LED light sets Warm White	\$ 512.00
----	--	-----------

For each of the two (2) Foxtail Palms, we will wrap the trunks up to the boot with four (4) Warm White Commercial-grade LED light sets.

8	Commercial-grade LED light sets Warm White	\$ 256.00
---	--	-----------

TOTAL AREA 2		\$ 15,488.00
---------------------	--	---------------------

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Town of Pembroke Park Proposal

Christmas Designers Florida
Page 5 of 8

Pompano Beach, FL

GENERAL TERMS

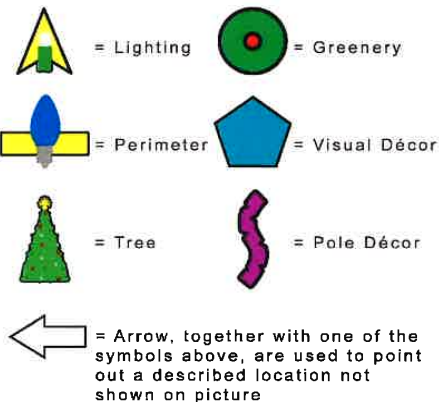
TOWN OF PEMBROKE PARK

Holiday Program 2022-2024

- ▶ No power cords will be run on the ground where there is pedestrian access, Customer is responsible for providing functioning outlets within twenty-five (25') of areas to be lit, **Please note; Customer is responsible for turning power on during installation and service.**
- ▶ All tree trimming to be completed by the 1st week in September and hedges by November 1st. *If not completed at time of installation, additional charge may incur.*
- ▶ If your proposal includes an exterior artificial Tree, Christmas Designers Florida always recommends the usage of a fence around the tree to avoid unauthorized access. If your proposal does not include a fence, please talk to our sales team.
- ① Lighting installation may begin the 2nd week of September with other jobs in the area.
- ① All visual decorations will be installed when lighting is turned on or no later than December 1st of each season under contract unless other arrangements have been made.
- ① All lighting will be serviced throughout the season from "turn on" through December 31st.
- ① All lighting will be disconnected the 1st week of January of each season under contract (not actual removal of the lights). To keep the lights lit for an extended period, please talk to our sales team as it may incur additional charges.
- ① Removal of holiday lighting will begin the 1st week of January and be completed by the 2nd week of February.
- ① All visual decorations will be removed no later than January 15th of each season.

LEGEND

Explanation of symbols



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Town of Pembroke Park Proposal

Christmas Designers Florida
 Page 6 of 8

Pompano Beach, FL

COST RECAP

TOWN OF PEMBROKE PARK

Holiday Program 2022-2024

Area 1 – Entrance	\$ 8,250.00
Area 2 – Park Pathway	\$ 15,488.00
Service of Lights – Light up through December 31 st per season	NO CHARGE
Transportation/Fuel Surcharge**	\$ 120.00
TOTAL TOWN OF PEMBROKE PARK PER SEASON	\$ 23,858.00

By signing the proposed Multi-Year Agreement, prices are guaranteed for the Term of the contract.*

LEASE TERM: Contract Term is three (3) season commencing August 15, 2022 to December 31, 2024.

Revisions requested during this Term may incur an administration fee. *Labor and equipment may be subject to inflation.

** Transportation/Fuel Surcharge is due on current gas price surge and insufficient truck availability causing rental increases.

PAYMENTS: Deposit payments of 50% due prior to September 1st, to be placed on installation schedule, final 50% payment due upon completion of installation of each season under contract.

Balances over 30 days will incur a 1.5% finance charge per month.

Use of Payment Services will incur related surcharges. Use of any Credit Card will incur 3.5% surcharge.

Sales Tax is calculated to the best of proposer's knowledge. Accurate Sales Tax and County Tax will be applied on Final Invoice, unless a Tax-Exempt Certificate is provided beforehand.

ACCEPTANCE: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Property Owner will carry fire, tornado, hurricane (wind) and other necessary insurance.

Our workers are fully covered by Worker's Compensation.

The above prices, specifications, terms and conditions are satisfactory and hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

Once this Agreement is signed by both parties it becomes a contract.

This proposal may be withdrawn if not accepted within 30 days.

CUSTOMER:

By signing this agreement customer is acknowledging receipt of

[General Terms](#)

[Customer Awareness Information Sheet](#)

[Electrical Specifications – GFCI Responsibility](#)

Requested Light-Up Date*

* Christmas Designers Florida will work to accommodate Requested Light-Up Date; it is however not guaranteed. Installation schedule will need to be determined by Christmas Designers Florida in order to reach the date, and deposit invoiced must be paid in full.

Authorized Signature

Printed Name - Title

Date

BILLING INFORMATION/E-MAIL:

CHRISTMAS DESIGNERS FLORIDA:

Authorized Signature

Printed Name - Title

Date

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1613-223-1RG2 BR11 JC/CM 8.31.2022

Town of Pembroke Park Proposal

Christmas Designers Florida

Pompano Beach, FL

Page 7 of 8

ELECTRICAL SPECIFICATIONS

TOWN OF PEMBROKE PARK Holiday Program 2022-2024

- ① 110-120 Constant voltage under load **REQUIRED**.
- ① All Amperage quoted at actual draw.
- ① **CUSTOMER** is responsible for providing 115 VAC power outlets within **twenty-five (25')** of lighting area and/or lighted décor.
- ① Reasonable hardware and power cords up to twenty-five (25') are **included**.
- ① Christmas Designers Florida is **NOT RESPONSIBLE** for outages due to ground fault interrupters (GFCI) or INSUFFICIENT ELECTRICAL REQUIREMENTS.

AREA 1 – ENTRANCE

TOTAL AMPS AREA 1

8.35 amps

AREA 2 – PARK PATHWAY

TOTAL AMPS AREA 2

17.91 amps

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1613-223-1RG2 BR11 JC/CM 8.31.2022

Town of Pembroke Park Proposal

Christmas Designers Florida
Page 8 of 8

Pompano Beach, FL





QUOTE

Town of Pembroke park
3115 SW 52nd Ave Pembroke Park Florida 33023 United States

Date
Oct 17, 2022

Expiry
Oct 21, 2022

Quote Number
QU-0203

Reference
1900238

NOEL CHRISTMAS
LIGHTS PROFESSIONAL
INC.
P.O. BOX 610372
North Miami FL 33261
Tax Number: 812683691
Lighting and Decor
Specialists
24/7 FULL MAINTENANCE
SERVICES
1(888)-217-7413

Description	Quantity	Unit Price	Tax	Amount USD
ENTRANCE: Spiral Wrap (10) Oak trees using (300) sets of 5mm Commercial Grade LED Lights	300.00	27.00	Tax Exempt	8,100.00
ROOFLINE: (280) C7 Commercial Grade LED Lighting	280.00	8.00	Tax Exempt	2,240.00
RIGHT TREE: (that starts off the park by a sign) Use (45) sets of 5mm Commercial Grade LED Lights	45.00	27.00	Tax Exempt	1,215.00
WALK WAY OAK TREE: Spiral wrap using (50) trees using (15) sets of 5mm Commercial Grade LED Lights	750.00	27.00	Tax Exempt	20,250.00
Subtotal				31,805.00
TOTAL USD				31,805.00

Terms

Thank you for your business.

Check out our other services below!

INSTALLATION-DESIGN-DECOR
(YOUR AMBIANCE CREATORS)

. SERVICE - WE ARE A 24/HOUR SERVICE WITH FULL MAINTENANCE SERVICE.

. PERMANENT & TEMPORARY INSTALL

Registered Office: 4662 Hiatus Rd, Sunrise, FL, 33351, United States of America.

britenites.com
info@britenites.com



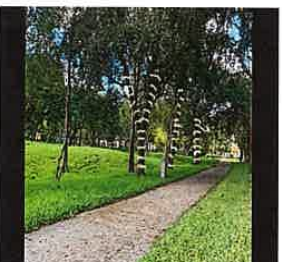
(888) 615-7996

HOLIDAY LIGHTING ESTIMATE

Park Pembroke
3115 Southwest 52nd Avenue
Pembroke Park, FL 33023

Date: 10/18/2022
Email: swoodbury@tpfpl.gov
Cell: (954) 684-2039
Estimate #: E-22-011648

Picture	Package Name	Description	Price
	3 trees left side of walkway	Trees Lease Trees/Bushes LED Warm White	\$2,499.75
	3 trees continued left side walkway	Trees Lease Trees/Bushes LED Warm White	\$2,499.75
	6 trees both sides walkway towards end	Trees Lease Trees/Bushes LED Warm White	\$4,721.75

Picture	Package Name	Description	Price
	3 trees right side end	Trees Lease Trees/Bushes LED Warm White	\$2,222.00
	4 trees right side mid walkway	Trees Lease Trees/Bushes LED Warm White	\$2,499.75
	3 trees mid walkway right	Trees Lease Trees/Bushes LED Warm White	\$1,999.80
	3 Trees right side	Trees Lease Trees/Bushes LED Warm White	\$3,333.00
	4 trees walkway entrance	Trees Lease Trees/Bushes LED Warm White	\$4,721.75

Picture	Package Name	Description	Price
	5 trees entrance walkway	Trees Lease Trees/Bushes LED Warm White	\$6,388.25
	3 trees center	Trees Lease Trees/Bushes LED Warm White	\$2,499.75
	4 trees center near building	Trees Lease Trees/Bushes LED Warm White	\$3,666.30
	3 trees center near building	Trees Lease Trees/Bushes LED Warm White	\$3,333.00

Install Date:

Turn On Date:

Take Down Date:

Timers:

OK to work after 9pm:

Price	\$40,384.85
--------------	--------------------

Discount	\$10,096.21
-----------------	--------------------

Total	\$30,288.64
--------------	--------------------

Less Deposit	\$0.00
--------------	--------

BALANCE	(\$30,288.64)
----------------	----------------------

due upon installation

Company Representative

Jesse Miami

10/18/2022

This estimate provided only for information purposes. This document does not require any payment.

AGENDA ITEM REPORT



To: Commission Information
Subject: Building supervisors take home vehicles
Meeting: AGENDA VIRTUAL WORKSHOP COMMISSION MEETING - October 26, 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[Building Take Home Vehicles Revised](#)
[Building Procedure for Take-Home Vehicles Revised](#)

	Status:
Miguel Nunez, Building Official	Approved - Oct 19 2022
Roy Brown, Finance & Budget Director	Approved - Oct 20 2022
Melissa Anderson, Town Attorney	Approved - Oct 20 2022
JC Jimenez, Town Manager	Approved - Oct 21 2022
Marlen Martell, Town Clerk	Approved - Oct 21 2022



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 22-024

DATE: October 31, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

VIA: Babette Friedman, HR Director

FROM: Miguel A. Núñez, Building Official *MN*

RE: **PROPOSED TAKE HOME VEHICLES FOR ESSENTIAL STAFF (Revised)**

At this time, I would like to submit the previously discussed Building Department and associated agencies Take-Home-Vehicle Program, This program has been modified as per the questions and suggestions provided by Vice-Mayor Ray Dieuville, as discussed in the Virtual Commission Workshop on October 26, 2022 at 6:00 PM. Where a discussion ensued for the outside Corporate County Limits of the Pembroke Park area take-home and events vehicles; therefore, the following was changed as attached:

Take-Home Vehicles Program Section:

- Section "A" was removed in its entirety and marked as reserved.
- Section "G" was removed the section of the Town manager Approval and only left to the Building Official or Designee.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-024.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-024.docx)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT

POLICY AND PROCEDURES

PROCEDURE FOR TAKE-HOME VEHICLES (THV)

RE: Take-Home Vehicle Policy POLICY: 2022.0202
EFFECTIVE DATE #: November 15, 2022 UPDATED:

Policy:

The policy of the Town of Pembroke Park and Pembroke Park Building Department is to assign Department vehicles to full time employees whose job function requires the use of a department vehicle. All employees will follow procedures pursuant to the following guidelines and procedures.

Purpose:

This procedure is intended to be a guide to facilitate and to provide uniformity with the rules and expectations for the assigned personnel with a take-home vehicle from the Building Department.

Definitions:

Automated Vehicle Locator (AVL) System – A means for automatically determining and transmitting the geographic location of a vehicle. This data, from one or more vehicles with Global Positioning Satellite (GPS) equipment installed, then may be collected by a vehicle tracking system for a record of vehicle travel.

Department Vehicle – any motor vehicle as defined by Florida statutes that is owned, rented, or leased by the Town of Pembroke Park and assigned to the Building Department for its use.

Take-Home Vehicle Program – a program for staff who live within the corporate County limits who are assigned a building department vehicle for use in accordance with Departmental policies and procedures.

Threshold Alert – an automatic notification generated by the AVL system when a department vehicle exceeds a pre-determined speed or geographic limit.

Employee Accountability:

- A. All employees will operate Department vehicles safely and are held accountable for damage to Department property.
- B. Only authorized persons shall operate Department vehicles.
- C. Operators of vehicles will not violate traffic laws, nor shall they permit a passenger to violate

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/procedures/building/procedure for take-home vehicles r.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/ppdocuments/procedures/building/procedure%20for%20take-home%20vehicles%20r.docx)

1

the law.

- D. Supervisors have a responsibility to notify employees of any violations of conduct observed or brought to their attention and will document any corrective action.
- E. Employees will not consume any intoxicants for eight hours before using a department vehicle.
- F. While operating a department vehicle, employees are prohibited from patronizing bars or any establishments that would result in public criticism.
- G. Employees who are taking prescription or non-prescription drugs that may affect their ability to operate a motor vehicle will not drive a department vehicle.
- H. Department vehicles are not used for transporting any items not related to the performance of the employee's duties unless otherwise approved by the Building Official or his or her designee.

Inspections:

- A. Before operating Department vehicles, employees will examine the interior and exterior of the vehicle for any missing items, damage to the vehicle, and or items not belonging to the vehicle. Any damage or operational defect will be reported to a supervisor and documented.
- B. The supervisor will be responsible for an inspection of vehicles within their area of responsibility or employees under their supervision to be conducted at least once a month for cleanliness, supplies, operation of equipment and recent damage.
- C. It is the inspecting supervisor's responsibility to correct any deficiencies or address any policy violations.
- D. Failure to maintain an issued vehicle (mechanical needs, supply, or cleanliness) will result in the employee forfeiting seniority consideration in the assignment of vehicles.

Modifications, Maintenance and Repairs:

- A. Employees are responsible for the proper care of any Department vehicle under their operation. Modifications to vehicles are strictly forbidden except by authorized personnel. This includes both permanent and temporary modifications.
- B. Modifications include any changes to the physical condition of the vehicle or actions that result in exceeding the manufacturer's specifications for normal intended use. This includes but is not limited to removing, installing, disabling, or altering any vehicle components such as body panels, interior trim panels, dashboard, consoles, seats, visors, or any computer or technology system.
- C. Alterations include but are not limited to drilling holes, mounting, or anchoring items using hook and loop material such as Velcro, adhesives, and magnets. Temporary modifications

include but are not limited to using “Y” connectors that allow multiple devices to plug into a single power port.

- D.** Computer technology systems include but are not limited to laptop computers and their docking mounts, camera systems, wired and wireless communications systems, lights, and their associated wiring and/or cabling including electrical power, grounding, voice and data cabling and antennas.
- E.** All requests must be approved by the Building Official or his/her designee. Approved devices must be secured and/or anchored to avoid injury in the event of an accident and installed by authorized vendors or staff. Fans and other motorized equipment are prohibited. Devices that cool and/or heat are prohibited.
- F.** No stickers or other material will be affixed to the exterior or interior of the vehicle.
- G.** Vehicles exterior are to be washed regularly and interiors are to be kept neat and clean by the employee.
- H.** Employees will check the fluid levels of the vehicles and ensure the vehicles have adequate fuel to complete his or her assignments and shift responsibilities.
- I.** When mechanical vehicle repairs are needed the requestor will:
 - 1) Call the supervisor for direction on the vendor to assess and complete the repairs.
 - 2) Send email with the problem description to the supervisor identifying the needed repairs and the location of the vehicle.
 - 3) Upon approval, the vehicle will be repaired at the authorized vendor.
- J.** Preventive Maintenance (PM) will be scheduled by the assigned staff at a designated vendor and the employee will be notified.
- K.** Repairs will be made at the designated vendor, unless emergency repairs are necessary during Department sponsored travel, and with supervisory approval.
- L.** Use or introduction of any fuel, oil, lubricant, or other additive other than those supplied by designated vendor(s) is prohibited unless necessary while on Department authorized travel.
- M.** Once a vehicle is identified to need a repair or is due for service, and has been delivered to the designated vendor, no one is to remove or operate the vehicle until repairs have been completed.
- N.** Physical damage repairs from crash or other incident will be coordinated through the supervisor to ensure proper notification to the Town Manager and the Human Resources Director.

Automated Vehicle Locator (AVL) System: (GIS)

- A. Employees shall not tamper with the GPS receiver, antenna, wiring, software, or attempt to hinder the system's designed performance. Violations shall result in disciplinary action.
- B. When a known problem occurs with the AVL system the employee must immediately notify the supervisor and report the problems to the IT Director.

Fuel Credit Card Usage:

- A. All authorized drivers will use the Fuel Card for fuel that goes into Pembroke Park Building Department vehicles. The Fuel Card should stay in the vehicle and is only authorized for the purchase of fuel.
 - 1. The cards are assigned to the specific vehicles and may not be used for any other vehicle.
- B. All authorized drivers will receive a Driver ID Number (DID) from the Fleet Coordinator. This number identifies you as an authorized Pembroke Park Building Department driver. Unless you misplace or forget it, your DID number should not change. You should not share your DID number with any other person/employee.
- C. For the majority of stations with self-service (pay at the pump), you will insert the card into the pump, follow the instructions and you will be prompted for the following:
 - 1. Driver ID Number (DID).
 - 2. Current odometer (no tenths of miles) enters the odometer reading accurately.
 - 3. Once this information is entered, you will be able to pump your fuel.
- D. All authorized drivers are expected to use regular fuel and select the lowest fuel prices. Some vehicles may require mid-grade to premium fuel, but many recent models actually run more efficiently on regular fuel. All premium and mid-grade purchases must be approved by the employee Supervisor.
- E. A lost or stolen card must be reported immediately to the first available opportunity to the employee supervisor or to the Building Official, to facilitate immediate cancellation of the card. The Finance Director and the Town manager or their designee must also be notified, and a lost/stolen property report should be completed.

Take-Home Vehicle Program:

- ~~A. Resident Employee Take-Home Vehicle Program provides an employee vehicle, assigned to an employee for use. To be assigned such a vehicle, an employee must:~~
 - ~~1. Reside within the corporate county limits of the Town of Pembroke Park.~~

~~2. Any employee who moves within the corporate county limits of the Town of Pembroke Park is eligible to participate in the take-home vehicle program and will be assigned a vehicle as soon as one is available once the employee becomes a resident.~~

~~3. When an employee who participates in the take-home vehicle program ends their residency in the corporate county limits of the Town of Pembroke Park, such employee must immediately notify the Building Official or its designee of the change and turn in the vehicle. **Reserved.**~~

B. The following rules apply to those employees who participate in the Take-Home Program:

1. Employees may use the vehicle to conduct personal business within County limits.
2. Employees will not transport non-departmental personnel in the vehicles.

C. Employees will dress appropriately when using the vehicle.

D. Employees will not wear short-shorts, tank tops, flip flops, etc., unless authorized by their immediate supervisor or the Building Official.

1. Employees will equip themselves with at minimum town identification.

E. Any employee on annual leave, earned personal leave, compensatory time, earned leave equal to or exceeding one work week (40 hours) will not keep possession of the take-home vehicle during such extended leave.

1. Assigned take-home vehicles will be left at the Town Hall Parking Lot at the end of the last work location preceding the start of leave.

F. All employees participating in the take-home car program will make their vehicle available for scheduled maintenance; failure to do so will result in loss of vehicle take-home privileges.

2. First violation, a 30-day suspension of take-home privileges.

3. Second violation, time to be determined by the Building Official.

G. Nothing in this policy will prohibit the Building Official or its designee from authorizing any member the use of a take-home vehicle ~~for a limited period of time~~ to address any identified need, such as commuting to another workplace in or out of the corporate county of the Town of Pembroke Park ~~after prior approval in writing by the Town Manager.~~

Seat belts Use and Responsibility:

A. All Department employees occupying a Town owned vehicle will use seat belts/restraining devices unless specifically exempted.

- B.** Seat belt usage is mandatory for citizens who are passengers in Town owned vehicles.
- C.** Child restraint device usage is mandatory while transporting a child in a Town owned Vehicle. FSS 316.613.
- D.** Procedures for seat belt use:
 - 1. Exceptions to the wearing of seat belts will be granted for a specific incident or special operation by the Human Resources Director, The Town Manager, or the Town Attorney and in accordance with the town available policy or to their discretion as per the specific incident.
 - 2. No person will operate a Town vehicle in which the driver's seat belt is inoperable. No person will be transported in the front passenger seat if the seatbelt is inoperable.
 - 3. No person will disable or circumvent any seatbelt, supplemental restraint system, or restraint system warning device, either by disconnection, damage, or any other means.

DISCIPLINE:

- A.** Failure to comply with this policy may result in discipline up to and including termination of employment as determined by the Town manager, the HR Director and/or their designee.

Approved:

Juan Carlos (JC) Jimenez, Town Manager

Date

ORDINANCE NO. 2022-016

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING SECTION 28-36 OF CHAPTER 28 “ZONING”, ARTICLE II “ADMINISTRATION” WITHIN THE TOWN OF PEMBROKE PARK CODE OF ORDINANCES TO FURTHER DEFINE THE RESPONSIBILITIES OF THE TOWN’S PLANNING AND ZONING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, Town of Pembroke Park (“Town”) staff has determined that Chapter 28 “Zoning” of the Town’s Code should be amended to streamline the zoning code and bring it up to date with current law; and

WHEREAS, Town staff has determined that the administrative portion of the zoning code should be amended to reflect that the planning and zoning board should only be reviewing amendments to Chapter 28 “Zoning” that propose to change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances that propose to change the actual zoning map designation of a parcel or parcels of land; and

WHEREAS, the Town Commission for the Town finds that it is in the best interest of the Town and promotes the public health, safety and general welfare of its citizenry to amend Section 28-36 “Procedure for amendments initiated by Town Commission or Planning and Zoning” within Chapter 28 “Zoning” of the Town’s Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Amendment of Section 28-36 “Procedure for amendments initiated by Town Commission or Planning and Zoning” within Chapter 28 “Zoning” of the Town’s Code. Section 28-36 “Procedure for amendments initiated by Town Commission or Planning and Zoning” with Chapter 28 of the Town’s Code is hereby amended as follows (shown in ~~striketrough~~ and underline format):

CHAPTER 28 - ZONING.

* * *

ARTICLE II. – ADMINISTRATION

* * *

DIVISION 2. – AMENDMENTS

Sec. 28-36. - Procedure for amendments initiated by Town Commission or Planning and Zoning Board.

- (a) The regulations, restrictions, and boundaries set forth in this chapter may from time to time be amended, supplemented, changed or repealed by the Town Commission on its own motion or on petition of the Planning and Zoning Board under the procedures set forth in this section.
- (b) ~~Any~~ proposed amendment, supplement, change, modification or repeal which proposes to change the actual list of permitted, conditional, or prohibited uses within a zoning category, or proposes to change the actual zoning map designation of a parcel or parcels of land shall first be submitted to the Planning and Zoning Board for its recommendation and report, which Planning and Zoning Board may at its option hold a public hearing. If the Planning and Zoning Board decides to hold a public hearing, such public bearing shall be preceded by a notice of hearing containing the time and place of such hearing, which notice shall be published in a newspaper of general circulation in the Town, and the said publication shall be at least ten (10) days before the date of the public hearing.
- (c) The Planning and Zoning Board shall make its recommendation or report to the Town Commission within sixty (60) days of the date of the public hearing. If the Planning and Zoning Board fails to report within sixty (60) days, the Town Commission shall consider the matter

reported without recommendation. The recommendation of the Planning and Zoning Board is not binding upon the Town Commission.

(d) The Town Commission shall schedule a public hearing upon the proposed amendment, supplement, change, modification or repeal after the receipt of the report from the Planning and Zoning Board. If the Planning and Zoning Board fails to report, the Town Commission shall, upon the expiration of sixty (60) days following the public hearing before the Planning and Zoning Board, thereafter schedule a public hearing at the first regular meeting subsequent to the expiration of the sixty (60) days as aforesaid.

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

ORDINANCE NO. 2022-017

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING SECTION 28-279 “RESPONSIBILITY FOR CONNECTION TO TOWN SYSTEM” WITHIN CHAPTER 28 “ZONING” AND MOVING THE SECTION TO CHAPTER 26 “UTILITIES”; RESCINDING ORDINANCE NO. 2022-010; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Town staff has determined that Section 28-279 of Chapter 28 “Zoning” should be amended and moved to the Utilities chapter of the Code because the subsection pertains to utilities rather than zoning; and

WHEREAS, Ordinance 2022-017 shall replace Ordinance 2022-010 in whole and, therefore, Ordinance 2022-010 must be rescinded.

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to amend Section 28-279 of the Chapter 28 “Zoning” and move Section 28-279 to the Utilities section of the Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Section 28-279 “Responsibility for Connection to the Town System”
within Chapter 28. Section 28-279 “Responsibility for Connection to the Town System” within Chapter 28 “Zoning” is deleted in its entirety from Chapter 28 and moved to Chapter 26 “Utilities” as set forth below, as shown in ~~striketrough~~ and underline format.

* * *

DIVISION 2. - CONNECTION AND SERVICE CHARGES

* * *

Sec. 26-22. – Responsibility for Connection to the Town System.

(a) It shall be the responsibility of every owner, operator or manager of a mobile home park in the Town to ensure that every mobile home or recreational vehicle located in the mobile home park which such person owns, operates or manages, is connected to the Town wastewater collection system in accordance with the provisions of this article and to pay the cost and expense of making such connection.

(b) The Town shall be responsible for the maintenance of the wastewater collection system in each mobile home park up to the sanitation tee on each mobile home lot or recreational vehicle lot or site.

* * *

Section 2. Rescinding Ordinance 010-2022. Ordinance 2022-010 is hereby rescinded.

Section 3. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4. Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

Clerk

GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

ORDINANCE NO. 2022-012

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 8 “ELECTIONS”, ARTICLE 2 “REGISTRATION OF ELECTORS”, ARTICLE III “ELECTION PROCEDURE”, ARTICLE IV “POLL WATCHERS”, AND ARTICLE V “QUALIFICATIONS OF CANDIDATES” OF TOWN’S CODE TO UPDATE TERMINOLGY WITHIN THE ARTICLES AND TO CLARIFY THE DATE FOR CANDIDATE QUALIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, Town of Pembroke Park (“Town”) staff has determined that in order to be in conformance with Broward County regulations regarding candidate qualifications for elections, the Town must amend Chapter of the Town Code; and

WHEREAS, references in the Town code should be revised to correctly reflect the duties of the Town Clerk; and

WHEREAS, the Town Commission for the Town finds that it is in the best interest of the Town and promotes the public health, safety and general welfare of its citizenry to amend Chapter 8 “Elections.”

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: CHAPTER 8 “ELECTIONS”, ARTICLE II “REGISTRATION OF ELECTORS”, ARTICLE III “ELECTION PROCEDURE”, ARTICLE IV “POLL

WATCHERS”, AND ARTICLE V “QUALIFICATIONS OF CANDIDATES” is amended as set forth below, as shown in ~~strike through~~ and underline format.

Chapter 8 ELECTIONS

* * *

ARTICLE II. REGISTRATION OF ELECTORS

Sec. 8-16. Registration book; deadline prior to election.

The ~~Clerk-Commissioner~~ Town Clerk shall be the chief registration officer who shall register all persons applying to him/her who are qualified as electors under the provisions of the Charter of the Town. For this purpose, a registration book and/or books shall be kept and remain open at the office of the Town Clerk ~~Clerk-Commissioner~~ or at a place designated by appropriate action of the Town Commission before holding any municipal elections, regular or special. Such books shall remain open for registration for a period of thirty (30) days between the hours of 9:00 a.m. and 5:00 p.m. each day, and shall be closed not later than thirty (30) days before the date of such municipal election, whether regular or special.

Sec. 8-17. Administration of oath.

Each person applying to be registered shall take the following oath which shall be administered by the Town Clerk ~~Clerk-Commissioner~~:

"I do solemnly swear that I am a bona fide resident of Broward County, Florida, and a freeholder owning real property located in Pembroke Park, Florida, and possess all the qualifications of an elector of said municipal corporation."

The name of each person so registered shall be entered in a book or books prepared for that purpose, which book shall show approximately the age, occupation and place of residence of each person so registered.

ARTICLE III. ELECTION PROCEDURE

Sec. 8-31. Publication of election notice.

- (a) All elections the time of which is not provided for by law shall be called by the Town Commission by ordinance and notice shall be given forthwith of the time and place of such election once each week for two (2) consecutive weeks in a newspaper of general circulation in the County.
- (b) Notice of the hours of such election and the polling places herein fixed shall be given by the Town Clerk ~~Clerk-Commissioner~~ of the Town by publishing a notice in a newspaper regularly published in the County, in two (2) consecutive weekly issues of such newspaper, prior to such general election. The notice shall plainly state the date, time and polling places of holding such election. The first publication shall be at least fifteen (15) days prior to the date of the election.

* * *

Sec. 8-35. Certification of qualifying candidates.

- (a) The Town Clerk ~~Clerk-Commissioner~~ shall certify to the Town Commission the names of all candidates duly qualified for the office of Town Commissioner within three (3) days of the closing date for qualifying.
- (b) Only those candidates who have duly qualified with the Town Clerk ~~Clerk-Commissioner~~, in accordance with the Charter and ordinances thereto appertaining, shall have their names printed on the official ballot for use in the general election.

Sec. 8-36. Preparation of ballot.

The Town Clerk ~~Clerk-Commissioner~~ shall prepare the ballot for the conducting of any election. He shall prepare the ballots in time for the holding of any election, placing thereupon the names of all candidates who are duly qualified in accordance with the ordinances of the Town.

* * *

ARTICLE IV. POLL WATCHERS

* * *

Sec. 8-49. Appointment; written designation.

Poll watchers must be designated and appointed at least by 5:00 p.m. of the fifth day prior to any special or general election, by written notice filed with the Clerk-Commissioner on forms provided by the Town Clerk ~~Clerk-Commissioner~~. Such written designation is to be signed by the candidate designating the poll watcher. Town Clerk ~~Clerk-Commissioner~~ shall furnish a list of designated poll watchers to each Election Board.

* * *

ARTICLE V. QUALIFICATIONS OF CANDIDATES

Sec. 8-66.1. Candidate qualifying period.

- (a) The qualifying period for candidates shall be set by the Broward County Supervisor of Elections for the office of Town Commission ~~shall be at least forty-five (45) days but not more than sixty (60) days prior to the date of the general election for such office.~~
- (b) The qualifying period for candidates for office of Town Commission shall open at 12:00 noon on any work day and close at 12:00 noon on the third calendar day following such opening day.

Sec. 8-67. Oath or affirmation.

Candidates for the office of Town Commissioner shall qualify with the Town Clerk ~~Clerk-Commissioner~~ by filing an oath or affirmation in writing in which he shall state the title of the office for which he is a candidate, that he is a qualified elector of Pembroke Park, that he has paid the filing fee for candidates for the office he seeks, and that he has taken the oath as required by Florida Statutes.

Sec. 8-68. Filing fee.

The filing fee for candidates for the office of Town Commissioner shall be twenty-five dollars (\$25.00), which fee shall be paid to the Town Clerk ~~Clerk-Commissioner~~, and which fee shall be deposited in the general revenue of the Town.

Sec. 8-69. Certification of names.

The Town Clerk ~~Clerk-Commissioner~~ shall certify to the Town Commission the names of all candidates duly qualified for the office of Town Commissioner within five (5) days of the closing date for qualifying.

Sec. 8-70. Printing of names on ballot.

Only those candidates who have duly qualified with the Town Clerk ~~Clerk-Commissioner~~ in accordance with the Charter and ordinances thereto appertaining shall have their names printed on the official ballot for use in the general election.

Section 2. Codification. It is the intention of the Town Commission of the Town of

Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

ORDINANCE NO. 2022-013

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN COMMISSION”, DIVISION 2 “COMPENSATION” TO INCREASE COMMISSION PAY BY \$10,000 ANNUALLY FOR EACH COMMISSIONER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, Section 2.21 of the Town Code of Pembroke Park (the “Town Code”) sets forth the Town of Pembroke Park (“Town”) Town Commissioner salary and such salary has not been adjusted since 2016; and

WHEREAS, while the Town Code was amended by ordinance in 2016 to reflect that each commissioner would receive a salary of \$3,500 per month, the ordinance was never codified and so the Town Code does not currently reflect the correct salary, which is in fact, \$42,000 annually; and

WHEREAS, the Town Commission finds that it would promote the public health, safety and general welfare of its citizenry to adjust Town Commission compensation to \$52,000 annually.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN COMMISSION”, DIVISION 2 “COMPENSATION” is amended as set forth below, as shown in

~~strikethrough~~ and underline format.

ARTICLE II. - TOWN COMMISSION

* * *

DIVISION 2. – COMPENSATION

Sec. 2-21. - Town Commission compensation.

(a) Each member of the Town Commission shall be paid ~~a monthly~~ an annual salary in the amount of ~~\$52,000.00~~ \$3,500.00.

(b) ~~Such payment~~ Payments shall be made to each member of the Town Commission in advance on the first day of each month.

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be in force and take effect as provided

by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

AGENDA ITEM REPORT



To: Commision Information
Subject: Proposed Dumpster Enclosures Requirements
Meeting: 10 15 2022 DRAFT SPECIAL COMMISSION MEETING - Oct 15 2022
Department: Planning and Zoning
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[Building Dumpster Report](#)
[2022-014 dumpster enclosures ordinance](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 ● Fax 954-966-5310

MEMORANDUM NO.: 22-021

DATE: September 21, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

VIA: Melissa Anderson, Esq., Town Attorney

FROM: Miguel A. Núñez, Building Official *MN*

RE: **PROPOSED DUMPSTER ENCLOSURES REQUIREMENTS.**

At this time, I would like to propose to the Town Commission to accept the proposed addition to require that all commercial and multi-residential buildings have a dumpster enclosure, to avoid the garbage bins to be placed in wrong locations outside of their control, while maintaining a level of vermin and garbage isolation to spill to the town owned infrastructure (stormwater drainage and roads).

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-020.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-020.docx)

ORDINANCE NO. 2022-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING ARTICLE III “DUMPSTERS” WITHIN CHAPTER 11 “GARBAGE AND REFUSE” OF THE TOWN’S CODE OF ORDINANCE TO REQUIRE DUMPSTER ENCLOSURES WITHIN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, currently the Town does not require dumpster enclosures in the Town; and

WHEREAS, Town staff has determined that Article III “Dumpsters” within Chapter 11 “Garbage and Refuse” should be amended to require dumpster enclosures and to provide criteria and enforcement provisions in relation to such dumpster enclosures; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to amend Article III “Dumpsters” within Chapter 11 “Garbage and Refuse” to require dumpster enclosures and to provide criteria and enforcement provisions in relation to such dumpster enclosures.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Article III “Dumpsters” within Chapter 11 “Garbage and Refuse”
Amended. Article III “Dumpsters” within Chapter 11 “Garbage and Refuse” is amended as set forth below (shown in ~~strike through~~ and underline format).

ARTICLE III. – DUMPSTERS

Sec. 11-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Garbage dumpster means any garbage receptacle, trash receptacle or container with a capacity of one (1) cubic yard or greater.

~~*Overloading garbage dumpsters*~~ means placing material in a garbage dumpster that exceeds the capacity of the garbage dumpster by extending beyond the plane of the rim of the garbage dumpster and/or owning or leasing a garbage dumpster that is or becomes overloaded as described in this definition.

Sec. 11-32. Dumpster Enclosures Required.

(a) Purpose and applicability. The purpose of this division is to promote the public health, safety, and welfare through the regulation of dumpsters and dumpster enclosures in order to decrease and eliminate conditions of overflowing garbage and waste within the town.

(b) Placement of dumpsters.

(1) Dumpsters shall be placed for collection purposes in a location accessible to authorized vehicles and shall have an identifiable sign adhered to the dumpster which contains the name of the private hauler and contact number. Said sign shall be clearly visible. Unless in a public right-of-way for purposes of collection only, all dumpsters shall be placed within an approved enclosure as provided for herein.

(2) It shall be unlawful for any person to place or cause to be placed, a dumpster that services private property upon or in any street, swale, alley, sidewalk, public right-of-way or public property; provided however, that such dumpster or container may be placed in the public right-of-way on the scheduled day of collection and only for the period of time necessary for collection. The dumpster shall be returned to its approved enclosure or location on the same day that it is set out for collection within two hours after being serviced.

(c) Enclosure and dumpster requirements. The following enclosure and dumpster requirements shall be met by all properties as described below:

(1) All users of dumpsters, shall provide an on-site enclosure for dumpsters except as otherwise provided herein. A building permit must be obtained prior to the construction and/or installation of an enclosure.

(2) Minimum size. Each enclosure shall provide sufficient clear space between each side of each dumpster (including lifting flanges) and the adjacent surface of that enclosure or other containers within that same enclosure to properly service the container. The height of each enclosure shall be 12 inches greater than the highest part of any dumpster or container therein.

(3) Service access. Placement of dumpsters and enclosures shall be planned and constructed in a manner that allows unobstructed access to each dumpster and the unobstructed opening of the gates during the emptying process. Dumpsters shall not be located in such a manner that the service vehicle will block any street intersection. When adjacent to residentially zoned properties, enclosures shall be placed as far as possible from the abutting residential property line.

(4) Gates. All enclosures shall have service access gates and their construction shall be of

sturdy metal frame and hinges with an opaque non-see-through facing material. Service gates shall be attached to a post not connected to the enclosure. Servicing gates shall incorporate gate stops and latches that are functional in the fully open and closed positions and shall be of a size that will permit servicing of the Dumpster. Enclosures with gates that swing out from the Dumpster shall be set back from the property line at least a distance equal to the width of the gate. Hinge assemblies shall be strong and durable so access and servicing gates function properly and do not sag. Enclosure gates shall be always closed except for the time necessary to service the Dumpsters.

(5) Pads and service drives. All enclosures shall be placed on poured concrete or any existing hardened paving system. A service access drive for the purpose of emptying the dumpster shall also be provided unless a hard surface that provides access to the dumpster already exists. Such pads and approach drives shall replace existing curb, gutter, and sidewalk when necessary. In cases where a hard surface or drive which is adequate to support the combined full weight of the dumpster, the enclosure and service vehicles does not exist, a ten-foot-wide hard surface extension directly in front of the dumpster shall be required for purposes of emptying the dumpster.

(6) Garbage containers. All dumpsters, receptacles and bulk containers which receive garbage, liquid waste or food from handling operations including, but not limited to, bakeries, meat processing food plants or any business establishment where it is determined that garbage, liquid waste or food will be accumulated, shall have a raised concrete slab, a drain and cleaning water facilities for said receptacles and containers and be constructed in accordance with the provisions of the Florida Building Code in effect in Broward County, Florida, as revised from time to time.

(7) Maintenance.

a. Approved enclosures shall be always maintained in good condition and appearance. Gates and latches shall be kept fully operable and shall be closed except during scheduled collection periods. Enclosures and dumpsters shall be cleaned after each collection service to prevent noxious odors and unsanitary conditions from occurring. Enclosure pads and access drives shall be repaired or rebuilt whenever the pavement structure deteriorates.

b. Dumpster lids shall be kept always closed except during actual collection.

c. Dumpsters and the area around the dumpster and dumpster enclosure shall not be used for disposal of furniture and major appliances except during a scheduled bulk pickup.

d. The dumpster shall never be overloaded.

e. All dumpsters shall be maintained in working order, including fully operational lids and wheels.

f. If a person is found by either a Special Magistrate or court of competent jurisdiction to have violated this ordinance on two occasions within a 180-day period or for three continuous days then the Town may require the person to obtain additional or larger capacity dumpsters and enclosures or increase the frequency of pickup in order to eliminate the overflow problem.

(8) Materials and construction methods. Enclosures shall be constructed of walls or fences of wood or plastic lumber, (finished) masonry units, (finished) concrete or any combination of these elements and shall be constructed in a manner described below in subdivisions a through g. The materials used shall be compatible with those of adjacent or surrounding buildings or structures

and may be used in any combination of the enclosure materials referenced above. Gates shall be constructed of opaque materials in the manner provided in subsection (4) above.

a. Wood lumber. Wood fences shall be of durable species, of a quality and design acceptable to the Director of the Department of Community Development Services or his/her designee. In making this determination, the Director or his/her designee shall consider the following:

i. Whether the wood is pressure-treated or has a finish that protects the wood from the elements;

ii. Adequacy of the supporting in-ground posts;

iii. That the lumber be a minimum of nominal one inch by a nominal six-inch boards and shall have a maximum spacing between boards of one inch.

b. Plastic lumber. Lumber shall be plastic members of new or recycled materials able to withstand the climatic and ultraviolet conditions of the region and of a quality and design acceptable to the Director of the Department of Community Development Services or his/her designee. In making this determination, the Director or his/her designee shall consider the following:

i. Whether the material is coated or has a finish that protects the plastic from the elements;

ii. Adequacy of supporting in-ground posts;

iii. That the lumber be a minimum of nominal one inch by nominal six-inch boards and shall have a maximum spacing between boards of one inch.

c. Masonry walls. All exterior faces of walls shall have a finish such as stucco, pre-finished block, stacked block with struck joints, shadow blocks, painted or similar, installed according to industry standards and meeting with the approval of the Town.

d. Concrete walls. Pre-cast or poured concrete walls shall have decorative textured finish of a quality acceptable to the Town.

e. Location and screening requirements. One or more of the following provisions may apply to enclosures:

i. Existing required landscape areas. The enclosure and access drive to a dumpster may encroach into the existing required landscape areas with the approval of the Town, if it is shown that it is necessary to provide adequate space for the enclosure and access drive. Such enclosures shall be landscaped to form a visual barrier between the enclosure and the street.

ii. Within parking areas. Enclosures may be located within or immediately adjacent to parking areas, regardless of building setback lines and shall be landscaped. Such landscaping may be reduced as the enclosure is located toward the rear or low visibility areas of the property away from the public streets, as long as a continuous visual barrier between the enclosure and the street is maintained. Applicants shall be permitted to reduce the width of existing parking spaces to no less than eight feet, six inches in width, and reduce the total number of spaces required, if shown to be necessary to provide space for the enclosure, which determination shall be made by the Town. For multi-family residential the overall parking ratio, however, shall not be reduced to less than one space for each dwelling unit.

iii. Within yards. Enclosures may be located within building setback areas subject to the setback requirements in subdivision iv. below and the enclosure shall be fully landscaped.

The landscaping may be reduced if the enclosure is located toward the rear of the property or in an area which is not highly visible from public streets as long as a continuous visual barrier between the enclosure and the street is maintained. If the enclosure is located within a highly visible area within the building setback area, additional landscaping, architectural treatments, or both in addition to a visual barrier, may be required on the site as determined by the Town. The additional landscaping, architectural treatments or both shall be required to the extent it is found necessary to mitigate the impact of the location of the dumpster and enclosure on the site.

iv. In compliance with setbacks. When determined by the Town, enclosures located in compliance with setbacks may be required to be fully landscaped when the enclosure is freestanding on a property in a high visibility location. Such landscaping may be reduced as the enclosure is located toward the rear or low visibility areas of the property away from the public streets, as long as a continuous visual barrier between the enclosure and the street is maintained.

f. Camouflage/alternate screening exception. In locations where sufficient space does not exist to allow construction of a dumpster enclosure and the provisions of this section have been met where possible, the Town may determine that no other trash option as described in this section is reasonably available and approve the application for a decorative veneer (camouflage) or other alternate screening method which may include conditions in lieu of enclosure construction. Such application and approval shall be conditioned so that there are no company identification/ advertising logos on the veneer surface, the veneer is painted or stained a color compatible with the character and appearance of surrounding properties and the main building site, the area surrounding the dumpster is landscaped and the dumpster is placed upon a concrete pad the purpose of which is to ensure that the dumpster is positioned such that it is not an aesthetic detriment to the community.

i. The property owner may submit an application to the Town along with the following requirements:

a. A site plan or survey detailing the building, the number and location of living units, type of business or commercial use lot size, landscaping on site (sod, trees, bushes, etc.), the number and location of parking spaces, the location service frequency and capacity of the existing and proposed bulk refuse containers and the type, nature and application methodology of the veneer surfacing for each container or a plan showing the proposed alternate screening or enclosure materials, including a description of how the alternate screening meets the purpose and intent of this section; and

b. A typewritten narrative of alternate waste disposal and other trash management options considered or available and the reasons why those options are not suitable or desirable for the location in question.

ii. Upon receipt of the application and all requisite documentation, the Town shall review the request and approve, approve with conditions or deny the request.

iii. If the property owner does not agree with decision of the Town, the property owner may appeal the decision to the Town Commission within ten days of the date of the decision.

g. Exemptions.

i. Wheeled bulk containers for the disposal of solid waste or the collection of recovered materials which are two cubic yards or less in size are exempt from the enclosure requirements of this section, provided that when not curbside for collection, they are positioned upon a hard surfaced pad located behind the building line(s) of the user location, and they are not

visible from the public right-of-way, and a hard surface roll-way from the pad to the servicing area is provided to facilitate servicing. Wheeled bulk containers shall only be placed curbside for collection and shall remain curbside for a reasonable amount of time in order to facilitate collection. In no case shall wheeled bulk containers remain overnight at curbside or streetside.

ii. If two or more wheeled bulk containers are used under this subdivision, they shall comply with the requirements for dumpsters and dumpster enclosures and shall be placed for storage on a pad.

iii. Exclusion. For the purposes of this section, a wheeled refuse cart of less than one cubic yard in size shall not be considered a wheeled bulk container.

iv. On sites where the container cannot be seen off-site, at a height of five feet above existing grade at any property line of the site no enclosure shall be required.

Sec. 11-32. -- Overloading.

~~It shall be unlawful for any person to overload any garbage dumpster or to permit any garbage dumpster to be overloaded on any property located within the town.~~

Sec. 11-33. - Violations deemed public nuisance.

Any garbage dumpster in violation of the terms of this article shall be deemed to be a public nuisance.

Sec. 11-34. - Responsibility of property owners.

It shall be the responsibility and duty of the owner of any lot, tract or parcel of land within the Town containing a garbage dumpster situated thereon to ensure that such garbage dumpster is not ~~overloaded~~ in violation of the terms and conditions of this article.

Sec. 11-35. - Penalty.

Any person who violates any of the provisions of this article shall, upon conviction thereof, be punished ~~as allowed by law by a fine not to exceed two hundred fifty dollars (\$250.00).~~ Each day any violation of any provision of this article shall continue shall constitute a separate offense. In addition, any person violating the provisions of this article shall be subject to the jurisdiction of the Town Code Enforcement Board as established in chapter 7 of this Code.

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this

Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL

Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON

Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

AGENDA ITEM REPORT



To: Commision Information
Subject: Proposed change to parking spaces dimensions - Town Ordinance 28-301
Meeting: 10 15 2022 DRAFT SPECIAL COMMISSION MEETING - Oct 15 2022
Department: Planning and Zoning
Staff Contact: Miguel Nunez, Building Official

POLICY IMPLICATIONS:

Parking spaces change from 10x20 to 9x18

RECOMMENDATION:

Recommends approval

ATTACHMENTS:

[Building Parking Proposal Report](#)
[2022-015 offstreetparking ord](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 22-019

DATE: September 19, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

VIA: Melissa Anderson, Esq., Town Attorney

FROM: Miguel A. Núñez, Building Official *MN*

RE: **PARKING SPACES PROPOSED REQUIREMENTS.**

At this time, I would like to propose to the Town Commission to accept the proposed changes to the parking spaces dimensions; which will synchronize, the previous-multiple accepted stripping and spaces; while, generating a consistent dimension for all spaces within the town and not only for different areas or districts. Also, see below the chart comparison of other municipalities and their ordinances attachments.

	Municipality	Standard	Parallel
A	City of Coral Springs	9 x 18	10 x 25
B	City of Lauderhill	9 x 18	9 x 23
C	City of Miramar	9 x 18	9 x 24

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: File.

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DIVISION 2. - OFF-STREET PARKING

Sec. 28-301. - Minimum requirements.

- (a) Permanently maintained off-street parking for vehicles shall be provided in connection with any building or premises used or designed to be used for such purposes as set forth in this section. For the purpose of this division, one (1) automobile parking space shall be a minimum of ~~nine (9) feet by twenty-eight (28) feet~~ nine (9) feet by eighteen (18) feet in length, except for spaces utilized for parallel parking. The parallel parking space shall not be less than nine (9) feet in width and twenty-four (24) feet in length. usable for the parking of an automobile. ~~Provided, however, an automobile parking space in the T-1 Mobile Home Park District shall be a minimum of nine (9) feet by eighteen (18) feet. usable for the parking of an automobile.~~ In addition, adequate interior driveways shall be provided so as to connect the parking space with a public street or area. More particularly, off-street parking shall comply with the minimum requirements, to wit:

EXHIBIT "A"

City of Coral Springs Parking Spaces Sizes Regulations; Section 250814 of their Code of Ordinances as published by Municode.

EXHIBIT "B"

City of Lauderhill Parking Spaces Sizes Regulations; Section 6.5.2.B of their Code of Ordinances as published by Municode.

EXHIBIT "C"

City of Miramar Parking Spaces Sizes Regulations; Section 808.1.5(a) of their Code of Ordinances as published by Municode.

- (1) *Size:* Each parking space required and provided pursuant to the provisions of this article shall be not less than nine (9) feet in width and eighteen (18) feet in length. See figure 1 in Zoning Appendix.
- (2) *Parallel parking:* Parallel parking shall be utilized for supplemental parking only and not for required parking. The minimum size shall not be less than ten (10) feet in width and twenty-five (25) in length. See Figure 2 in Zoning Appendix. Parallel parking shall not impede or adversely alter pedestrian connections, traffic flow or mass transit connections either to the interior or exterior of any property as determined by the city manager or his designee.
- (3) *Curbing:* The use of continuous class "D" type curbing in lieu of individual wheel stops is required in all parking lots unless specific reasons for the use of wheel stops can be justified through the city engineer. This will allow sixteen (16) feet of asphalt and a two-foot car bumper overhang. The two-foot car bumper overhang shall be in addition to the required landscape area, required buffer area or to a sidewalk. See Figure 3A and 3B in the Zoning Appendix.
- (4) *Striping:* All parking spaces shall be divided with painted double lines as per specifications on file in the Community Development division except for single family homes, zero lot line developments, townhouses and duplexes where the parking spaces are on a single family site or as otherwise permitted in this chapter. See Figure 3 in Zoning Appendix.
- (5) *Accessibility:* In all zoning districts, the width of access aisles and driveways shall be in conformance with the standards set forth in Figure 1 in the Zoning Appendix. Each space shall be accessible without driving over or through another parking space. Back-out parking onto any public right-of-way is only permitted in RS and RD zoned properties, and then only onto public rights-of-way of less than eighty (80) feet in width. Parking stalls abutting the same continuous drive aisle shall have the same angle and orientation. Drive aisles shall be one-way only which are less than twenty-four (24) feet wide or which abut parking stalls with angles less than ninety (90) degrees. Parking stall angles and drive aisle direction of flow may change only when the drive aisle is interrupted by a circulation drive or structure. These standards are set forth according to the city's Minimum Engineering Standards.
- (6) *Identification:* Parking facilities, including access aisles and driveways, shall be identified in accordance with Chapter 18 of the Land Development Code as to purpose and as to location when not clearly evident from a street or alley. The permitted direction shall be clearly marked with painted directional arrows at each end of the one-way aisles.
- (7) *Composition:* Parking facilities, including access aisles and driveways shall be surfaced with brick, asphalt or concrete surfacing maintained in a smooth, well-graded condition, through the use of restriping, resurfacing and resealing with standards set forth according to the city's Minimum Engineering Standards, provided, however, that the following exceptions shall apply:
 - (a) For the following specified uses up to twenty (20) per cent of the required off-street parking facilities may be provided through the utilization of a grass or lawn alternate parking surface:
 - Business;
 - Professional;
 - Industrial;

Nursing home;

Sanitariums;

Housing for the elderly;

Theater;

Private club;

Governmental;

Manufacturing;

Hospital;

Dormitories;

Schools.

- (b) Eighty (80) per cent of the required off-street parking facilities may be provided through the utilization of a grass or lawn parking surface area when the use of the property for which the off-street parking is required is for the following:

Church;

Funeral home;

Stadium or other sports facility.

- (c) Required base for alternate parking surface: The base for any alternate parking surface elected under subsection (5)(a) and (b), supra, shall meet the following criteria:

1. Four (4) inches of compacted limestone as sub base, and
2. Four (4) inches of topsoil over the compacted limestone, and
3. Solid grass sod or grass seed.

- (d) Maintenance-note and penalty for failure to maintain: Each owner electing the alternate parking surface as provided in subsection (5)(a) and (b) shall maintain said surface in a healthy and viable condition.

- (8) *Drainage:* All off-street parking facilities shall be drained so as not to cause any nuisances on adjacent or public property. Such drainage facilities shall be arranged for convenient access and safety of pedestrians and vehicles with standards set forth according to the city's Minimum Engineering Standards.

(Code 1972, § 20-498; Ord. No. 93-146, § 1, 9-21-93; Ord. No. 2007-115, § 29, 11-20-07)

6.5.1. *General requirements:*

- A. Every building, use or structure, instituted or erected after December 11, 1984, shall be provided with off-street parking facilities in accordance with the provisions of this section for the use of occupants, employees, visitors or patrons. Buildings, uses and structures instituted or erected on or before December 11, 1984 shall be required to provide off-street parking facilities in accordance with the provisions of this section within six (6) months of their sale or transfer anytime after June 1, 1999.
- B. Such off-street parking facilities shall be maintained and continued as an accessory use as long as the main use is continued.
- C. Where a building existed on December 11, 1984, provided there is no increase in floor area or capacity and there is no change of occupancy, such building may be modernized, altered or repaired, without providing additional off-street parking facilities.
- D. Where a building or use, which existed on December 11, 1984, is enlarged in floor area, volume, capacity, or space occupied, off-street parking facilities as specified herein shall be provided for the additional floor area, volume, capacity or space so created or occupied.
- E. Where nonconformities exist at commercial and multifamily sites, such as off-street parking, loading access fences, walls, lighting, landscaping, or similar nonconformities, such nonconformities may continue and the site may be altered only as provided below.
 - 1. No change shall be made to any nonconforming site improvement which increases the nonconformity. Changes which propose improvements which will have a greater impact on decreasing the nonconforming nature of the site than on increasing the nonconforming nature of the site may be approved by the Planning and Zoning Director and confirmed by the Development Review Committee (DRC) by way of site plan modification approval.
- F. It shall be unlawful for an owner or operator of any building, structure or use affected by this Code to discontinue, change or dispense with, or to cause the discontinuance or reduction of the required parking facilities apart from the discontinuance, sale, or transfer of such structure or use, without establishing alternative vehicle parking facilities which meet the requirements of this section. It shall be unlawful for any person, firm, or corporation to utilize such building, structure or use without providing the off-street parking facilities to meet the requirements of and be in compliance with this section.

6.5.2. *Location and design standards:*

- A. The off-street parking facilities required by this section shall be located on the same plot or parcel of land they are intended to serve; provided, however, when practical difficulties, as determined by the City Commission, prevent the establishment of such facilities upon the same plot, the off-street parking facilities shall be provided on land which abuts the premises they are to serve and are within seven hundred (700) feet of the premises they are to serve, and the owner of said parking area and the owner of the property to be served shall enter into written agreement with the City whereby the land providing the parking area shall never be sold or disposed of except in conjunction with the sale of the building the parking area serves so long as these parking facilities are required, and said agreement shall be recorded

at the expense of the owner of the property on which the facilities will be located and shall run with the land to bind the heirs, successors and assigns of said owner. Said written agreement may be voided by the City Commission if other provisions are made for off-street parking facilities pursuant to this section.

- B. Each parking space required and provided pursuant to the provisions of this section shall not be less than nine (9) feet in width, and eighteen (18) feet in length, except for spaces utilized for parallel parking. The parallel parking space shall not be less than nine (9) feet in width and twenty-three (23) feet in length.
- C. Off-street parking facilities required by this section shall be arranged or designed in the same manner as depicted in Table 1-1, "Minimum Space Requirements at Various Parking Angles for Self-Parking Facilities."

Table 6.5.-1

Minimum Parking Space Standards at Various Parking Angles for Self-Parking Facilities

Degrees parking	Aisle	Linear feet space	Space
0	12*	9	23
20—50	15*	9	18
60	18*	9	18
70	20*	9	18
75	22*	9	18
80	24*	9	18
90	24	9	18

- D. The required off-street parking facilities shall be clearly delineated by four-inch, visible, painted striping, except for single-family dwellings. Parking and vehicle service areas which abut landscaped areas, shall be designed with bumper guards, wheel stops, or contiguous curbing. The required bumper guards or wheel stops shall be located a minimum of two and one-half (2½) feet from any landscaped area, sidewalk structure or property line. The required off-street parking facilities, including access aisles and driveways shall be surfaced with hard, durable, dustless material, and maintained in a smooth well graded condition.
- E. All required parking spaces shall be directly accessible from a public or private street, alley or easement. All off-street parking areas shall be designed to permit convenient maneuvering of vehicles and each space shall be accessible without driving over or through any other parking space. Backout parking shall not be permitted on any street or highway designated on the Lauderhill Land Use Plan Map, except for parking spaces required for single-family dwellings.
- F. All off-street parking facilities required by this Code shall be drained so as to retain run-off on site and not to cause any nuisance on adjacent or public property, and any lighting thereon shall be so arranged and designed as to prevent any glare or excessive light on adjacent property or public streets. Such facilities shall be arranged for convenient access and safety of pedestrians and vehicles.
- G. A plan shall be submitted with every application for a building permit for any use or structure required to provide off-street parking under these regulations, which plan shall clearly and accurately designate the required parking spaces, access aisles and driveways, and relation to the uses or structures these off-street parking facilities are intended to serve.
- H. In a Tree Preservation District, the Community Development Director may authorize up to twenty-five (25) percent of the required parking spaces to be designed for compact cars (nine (9) feet by sixteen (16)

EXHIBIT "C"

Sec. 806. - Reserved.

Editor's note— Ord. No. 20-13, § 6(Exh. E), adopted June 17, 2020, repealed § 806 which pertained to wetlands preservation standards. Similar provisions can be found in Chapter 5, Section 501.3.

Sec. 807. - Reserved.

Editor's note— Ord. No. 20-13, § 6(Exh. E), adopted June 17, 2020, repealed § 807 which pertained to surface water management standards. Similar provisions can be found in Chapter 5, Section 501.4.

Sec. 808. - Off-Street Parking and Loading Standards.

808.1. General. Every building, use or structure, instituted or erected after the effective date of this article shall be provided with off-street parking facilities in accordance with the provisions of this section for the use of occupants, employees, visitors or patrons. Such off-street parking facilities shall be maintained and continued as an accessory use as long as the main use is continued.

808.1.1. Existing Buildings. Where a building existed at the effective date of this article, such building may be modernized, altered or repaired, provided there is no increase in floor area or capacity and there is no change of occupancy, without providing the required parking facilities.

Where a building or use, which existed at the effective date of this article, is enlarged in floor area, volume, capacity or space occupied, off-street parking facilities as specified herein shall be provided for the additional floor area, volume, capacity or space so created or so occupied.

Where a building or use, which existed at the effective date of this article, is changed in use or occupancy, additional off-street parking facilities shall be provided to the extent that the off-street parking required by this section for the new use or occupancy exceeds the off street parking which would have been required for the previous use or occupancy had the regulations of this section been applicable thereto. For the purposes of this section a change of use or occupancy shall mean a change from one category of off-street parking requirements to another such category.

It shall be unlawful for an owner or operator of any building, structure or use affected by this section to discontinue, change or dispense with, or to cause the discontinuance or reduction of the required parking facilities apart from the discontinuance, sale or transfer of such structure or use, without establishing alternative vehicle parking facilities which meet the requirements of this section. It shall be unlawful for any person to utilize such building, structure or use without providing the off-street parking facilities to meet the requirements of and be in compliance with this article.

808.1.2. Proximity of Off-Street Parking. Required off-street parking spaces shall be located on the same parcel they are intended to serve. As an alternative, they may be located on a separate parcel not more than 300 feet from the use they are intended to serve provided the owner of said parking areas shall enter into a written agreement with the city of whereby the land providing the parking area shall be joined with the primary site and shall not be sold or disposed of except in conjunction with the sale of the building the parking area serves so long as these parking facilities are required. Said agreement shall be recorded at the expense of the owner and shall run with the land and shall bind the heirs, successors, and assigns of said owner. Said agreement may be voided by the City of Miramar if other provisions are made for off-site parking facilities pursuant to the requirements of this section. In approving off-site parking, the city commission must find that the off-site parking facility is reasonably located in relation to the use it is intended to serve, based upon such factors as the type of facility, likely purpose of the trip to the facility, distance from the use intended to be served, and any physical barriers which must be crossed to reach the use to be served. Parking spaces backing into a main drive aisle adjacent to the front of buildings shall be discouraged.

808.1.3. Parking Plan Required. A parking plan shall be provided with all applications for development approval which shall clearly and accurately designate the required parking spaces, required landscaped areas and planter islands, access aisles and driveways and the relationship of the parking to the uses or structures the spaces are intended to serve.

808.1.4. Required Handicapped Spaces. Parking spaces for disabled persons shall be provided in accordance with Chapter 553, Part II, of the Florida Statutes, as amended from time to time.

808.1.5. Size and Character or Required Parking. The following design requirements shall be observed for off-street parking:

- (a) *Size.* Each parking space required and provided pursuant to the provisions of this article shall be not less than nine feet in width and 18 feet in length. See figure 808-1. Detached single-family dwelling units with two or less bedrooms shall have a minimum of one car garage. All one car garages shall provide a single parking space of nine feet by 18 feet, free from all obstructions. Detached single-family dwelling units with three or more bedrooms shall have a two car garage. All two car garages shall provide two parking spaces consisting of an 18 feet by 18 feet unobstructed space.

The city manager shall have the authority to grant administrative variances from the foregoing requirements of this subsection for lots created by a recorded plat prior to December 1, 1997, located east of Palm Avenue. In no case shall an administrative variance be granted for any property enclosing an existing garage or carport. The administrative variance may be granted in those cases where a property owner is proposing an expansion of an existing single-family home or existing duplex subject to the conditions contained herein provided the construction activity complies with the following conditions:

- 1) The expansion involves the addition of a room other than a bedroom, in which case the provision of additional parking shall not be required. The determination of whether a room is a bedroom shall be at the discretion of the community development director.
- 2) An administrative variance may be granted if the expansion involves the addition of one or more bedrooms provided the lot contains at least three parking spaces, a garage or carport shall count toward the required parking. If the property does not have a garage or carport, the three required spaces must be provided in a paved driveway which meets this Code's driveway design standards. (Ord. No. 98-19, § 2, 2-4-98)

- (b) *Striping.* All parking spaces shall be divided with single painted lines.

MINIMUM SPACE REQUIREMENTS

AT

VARIOUS PARKING ANGLES FOR SELF-PARKING FACILITIES

"A" PARKING ANGLE	"B" PARKING WIDTH	"C" STALL DEPTH	"D" AISLE WIDTH	"E" CURB LENGTH	"F" OVERALL
30°	9.0'	16.8'	11.0'	18.0'	44.6'
45°	9.0'	19.0'	13.0'	12.7'	51.0'
60°	9.0'	20.1'	18.0'	10.4'	58.2'
90°	9.0'	18.0'	24.0'	9.0'	60.0'

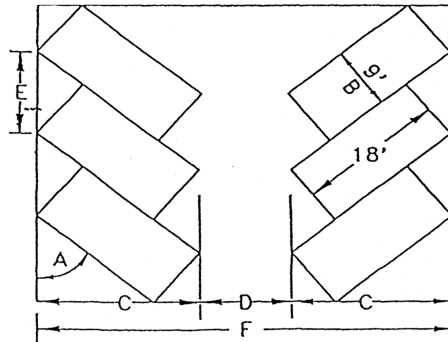


FIGURE 808 - 1

- (c) *Accessibility.* In all zoning districts, the width of access aisles and driveways shall be in conformance with the standards set forth in Figure 808-1. Each space shall be accessible without driving over or through another parking space. Back-out parking onto any public right-of-way is only permitted in RS zoned properties, and then only onto public rights-of-way of less than 80 feet in width. Parking stalls abutting the same continuous drive aisle shall have the same angle and orientation. Drive aisles shall be one-way only which are less than 24 feet wide or which abut parking stalls with angles less than 90 degrees. Parking stall angles and drive aisle direction of flow may change only when the drive aisle is interrupted by a circulation drive or structure.
- (d) *Composition.* Parking facilities, including access aisles and driveways shall be surfaced with brick, asphalt or concrete surfacing (required in RS zoning districts) maintained in a smooth, well-graded condition with standards set-forth according to the office of the city engineer, provided, however, that the following exceptions shall apply.
- (e) *Drainage.* All off-street parking facilities may not be drained to adjacent parcels without the recordation of appropriate drainage easements and agreements. Such drainage facilities shall be arranged for convenient access and safety of pedestrians and vehicles with standards set forth in this Code.

808.1.6. Parking Setback. The edge of all parking pavement and access roads (not including driveway connections to a street) shall be set back a minimum of 20 feet from the right-of-way of all major streets, and a minimum of 12.5 feet from the right-of-way of all other streets and shall be landscaped in conformance with this Code.

Sec. 810. - Reserved.

Editor's note— Ord. No. 20-13, § 6(Exh. E), adopted June 17, 2020, repealed § 810 which pertained to compliance with comprehensive plan. Similar provisions can be found in Chapter 5, Section 501.2.

Sec. 811. - Reserved.

Editor's note— Ord. No. 20-13, § 6(Exh. E), adopted June 17, 2020, repealed § 811 which pertained to Miramar Parkway Scenic Corridor. Similar provisions can be found in Chapter 5, Section 501.10.

ORDINANCE NO. 2022-015

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28 “ZONING”, ARTICLE IV “SUPPLEMENTAL DISTRICT REGULATIONS”, DIVISION 2 “OFF-STREET PARKING” OF TOWN’S CODE BY CHANGING THE DISTANCE REQUIREMENTS FOR OFF-STREET PARKING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, Town of Pembroke Park (“Town”) staff has determined that the off-street parking regulations contained in Section 28-301 should be updated; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town and benefits the health, safety and welfare of its citizenry to update the off-street parking regulations contained in Section 28-301 of the Town’s Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: CHAPTER 28 “ZONING”, ARTICLE IV “SUPPLEMENTAL DISTRICT REGULATIONS”, DIVISION 2 “OFF-STREET PARKING” is amended as set forth below, as shown in ~~striketrough~~ and underline format.

DIVISION 2. - OFF-STREET PARKING

Sec. 28-301. - Minimum requirements.

- (a) Permanently maintained off-street parking for vehicles shall be provided in connection with any building or premises used or designed to be used for such purposes as set forth in this section. For the purpose of this division, one (1) automobile parking space shall be a minimum of nine (10-9) feet by ~~twenty eighteen (20-18)~~ feet in length, except for spaces utilized for parallel parking. The parallel parking space shall not be less than nine (9) feet in width and twenty-four (24) feet in

~~length, usable for the parking of an automobile. Provided, however, an automobile parking space in the T-1 Mobile Home Park District shall be a minimum of nine (9) feet by eighteen (18) feet. usable for the parking of an automobile.~~ In addition, adequate interior driveways shall be provided so as to connect the parking space with a public street or area. More particularly, off-street parking shall comply with the minimum requirements, to wit:

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

AGENDA ITEM REPORT



To:

Subject: Guidance for Formal Investigation

Meeting: 10 26 2022 VIRTUAL WORKSHOP COMMISSION MEETING - October 26, 2022

Department: Administrative

Staff Contact: Babette Friedman, HR Director

RECOMMENDATION:

Requesting guidance from the Town Commission on whether to move forward with a formal investigation to be completed by outside legal counsel. The complaint was filed by Mayor Jacobs against Town Attorney Anderson alleging a hostile work environment.

Status:

Melissa Anderson, Town Attorney	Approved - Oct 18 2022
JC Jimenez, Town Manager	Approved - Oct 19 2022
Marlen Martell, Town Clerk	Approved - Oct 19 2022

AGENDA ITEM REPORT



To: Town Commission
Subject: Megawattage Contract for Standby Generators Maintenance Services - A
Piggyback Contract from the City of Weston (December 2018 to March 2024).
Meeting:
Department: Public Works
Staff Contact: Myriam Jacques, Deputy Public Services Director

BACKGROUND INFORMATION:

There are ten standby generators as power backup in case of power outages feeding Town Hall, 5 critical lift stations and all 4 stormwater pump stations. It is necessary to have a regular routine maintenance to keep these generators in proper working order and in operation when needed. The service agreement consists of quarterly and annual inspections.

FINANCIAL IMPACT:

\$18,528.15 per year

RECOMMENDATION:

Staff Seeking Commission Approval

ATTACHMENTS:

[MTN22-14 Generator Maintenance Agreement](#)

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



TOWN OF PEMBROKE PARK
STANDBY GENERATORS MAINTENANCE SERVICE AGREEMENT

THIS MAINTENANCE SERVICE AGREEMENT made and entered into this 14th day of November 2022, by and between the Town of Pembroke Park (the "Town"), a municipal corporation of the State of Florida, and Megawattage, LLC ("Vendor"), a Florida Corporation whose principal offices are located at 850 SW 21st Terrace, Ft. Lauderdale, FL 33312.

WHEREAS, the Town of Pembroke Park desires to enter into a maintenance agreement with a standby generator maintenance service provider to maintain various standby generators for the Town; and

WHEREAS, Section 2-126(c)(5) allows the Town to enter into contracts without competitive solicitation when piggybacking upon a government contract where the price offered for the commodity or service exactly equals or is lower than the price and the contract has been competitively bid; and

WHEREAS, Vendor entered into an Agreement with the City of Weston ("Initial Agreement") for the provision of Standby Generators Maintenance Services which commenced on December 20, 2018, and shall terminate, March 31, 2024; and

WHEREAS, the Town has determined that the Initial Contract meets the requirements of Section 2.126(c)(5) of the Town Code and desires to enter into an agreement with Vendor on the same terms, conditions, and pricing provided under the Initial Agreement, subject to the terms

and conditions of this Agreement and pursuant to the scope of work and specifications set forth in Vendor's proposal (attached as Exhibit A);

WHEREAS, the Town has determined that entering into a piggyback contract with Vendor is in the best interest of the Town.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Terms and Conditions.** Except as otherwise stated herein, the terms and conditions of the Initial Agreement shall constitute the terms and conditions of this Agreement. The Initial Agreement is attached hereto as Exhibit B.

3. **Order of Precedence in the Event of Conflict.** In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents shall govern in the following order of precedence.

- a. this Agreement shall be first in order of precedence.
- b. the Initial Agreement shall be next.
- c. Vendor's proposal (Exhibit A) shall be last.

4. **Term.** This Agreement shall be in effect for 17 months from the date of execution. The Agreement may be renewed, as long as the terms, conditions and pricing remain the same, for up to two (2) one (1) year terms.

5. **Scope.** The scope of this Agreement shall be as set forth in Vendor's proposal, attached as Exhibit A.

6. **Compensation.** The not to exceed amount of this Agreement shall be \$18,528.15 (Eighteen Thousand Five Hundred Twenty-Eight Dollars and Fifteen Cents) for the initial term. Any renewal pursuant to paragraph 4 herein shall be subject to this not to exceed amount and the rates set for in Exhibit A.

7. **Method of Billing and Payment.** Invoices will fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the Town, in accordance with the Florida Local Government Prompt Payment Act.

8. **Public Records.** Vendor shall:

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

b. Upon request from the Town's custodian of public records, provide the custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Vendor does not transfer the records to the public agency.

d. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Vendor does not transfer the records to the public agency.

e. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Vendor or keep and maintain public records required by the Town to perform the service. If Vendor transfers all public records to the Town upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

By phone: 954.966.4600

By mail or hand delivery:

Attn: Town Clerk

3150 SW 52 Avenue

Pembroke Park, FL 33023

9. Scrutinized Companies.

a. Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

b. Pursuant to Section 287.135, Florida Statutes, the Town reserves the right to terminate any contract for goods or services of \$1 million or more if the awarded VENDOR:

i. Has been found to have submitted a false Scrutinized Vendor List certification as provided under Section 287.135 subsection (5); or

ii. Has been placed on the Scrutinized Companies Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or

iii. Has been engaged in business operations in Cuba or Syria.

c. Pursuant to Section 287.135, Florida Statutes, the Town reserves the right to terminate any contract for goods or services of any amount if the awarded VENDOR has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10. **Indemnity.** Vendor shall protect and defend at Vendor's expense, counsel being at the discretion of the Vendor, subject to the Town's approval, and indemnify and hold harmless the Town and the Town's officers, employees, volunteers, and agents ("Indemnitees") from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Vendor or by any officer, employee, agent, invitee, subcontractor, or sub licensee of the Vendor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager, any sums due Vendor under this Agreement may be retained by Town until all of Town's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town.

11. **Termination.**

a. **Termination for Cause.** The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within fifteen (15) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the Town erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. This Agreement may be terminated for cause for reasons including, but not limited to, Vendor's repeated (whether negligent or intentional) submission for payment of false or incorrect invoices, failure to perform services to the Town's satisfaction; or failure to continuously perform services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. **Termination for Convenience.** The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Vendor at least thirty (30), days prior to the effective date of such

cancellation. In the event this Agreement is terminated for convenience, Vendor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Vendor acknowledges and agrees that it has received good, valuable and, sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Vendor, for Town's right to terminate this Agreement for convenience.

c. Cancellation for Unappropriated Funds. The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Vendor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the Town for payment a Vendor is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

12. **Notices.** Every notice, comment, consent, objection, waiver, or any communication given under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

IF VENDOR:

MEGAWATTAGE, LLC
850 SW 21ST TERRACE
FT. LAUDERDALE, FL 33312

IF TOWN:

TOWN MANAGER
3150 SW 52nd AVENUE
PEMBROKE PARK, FL 33023
CC: TOWN ATTORNEY
EMAIL: TOWNATTORNEY@TPPFL.GOV

13. **Miscellaneous.**

a. **Public Entity Crime Act.** Vendor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a Vendor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Town; may not submit a bid on a contract with the Town for the construction or repair of a public building or public work; may not submit bids on leases of real property to Town; may not be awarded or perform work as a contractor, supplier, subcontractor, or under a contract with the Town; and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Town pursuant to this Agreement, and may result in debarment from Town's competitive procurement activities.

b. **Jurisdiction, Venue, and Waiver of Jury Trial.** The Agreement shall be governed by the laws of the State of Florida. Venue shall be in Broward County, Florida. ALL PARTIES HERETO WAIVE A RIGHT TO TRIAL BY JURY.

c. **Attorney's Fees.** In any claim to dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any procedure or litigation.

d. **Compliance with all Federal, State, and Local Ethics Laws.** Vendor shall at all times comply with all federal, state, and local ethics laws, including the Broward County Code of Ethics.

e. **Severability Clause.** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof.

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

VENDOR

TOWN OF PEMBROKE PARK

Name:

Title:

ATTEST:

MAYOR

Approved as to form and legal sufficiency

TOWN CLERK

TOWN ATTORNEY

EXHIBIT A
VENDOR'S PROPOSAL

Attachment A

Page 10 of 300



Generator Maintenance Agreement

This SERVICE "AGREEMENT" is entered into this 1st day of October, 2022 between Megawattage, LLC 850 SW 21st Terrace, Ft. Lauderdale, FL 33312 (MEGAWATTAGE) and Town of Pembroke Park 3150 SW 52 Avenue Pembroke Park FL 33023 (TOPP) .

Whereas MEGAWATTAGE is in the business of maintaining generators and providing certain specified services related to those generators to its Clients; and

Whereas, TOPP is to retain MEGAWATTAGE to provide the services, specified below, under the terms and conditions of this Agreement; and

Now, therefore, in consideration of the mutual covenants and agreements and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Term:

This Agreement shall be in effect for a term of one year from the Effective Date, and shall be renewed each year thereafter unless terminated by either party at least 30 days prior to the anniversary of the effective date.

2. Consideration:

TOPP agrees to pay MEGAWATTAGE **\$18,528.15** a year at the signing of this Agreement, and on the same date each year thereafter for the performance of services as defined below as long as such agreement remains in effect.

3. Services Provided:

During the term of this Agreement, as may be applicable to eight (8) 100kw. One (1) 230kw and one (1) 350kw generators, MEGAWATTAGE agrees to provide all of the following services four times within three hundred and sixty-five (365) days of final payment of the annual fee. Annual oil and filter change included. All other change outs are not included.

PRICE BREAKDOWN:

3 Quarterly PMs for 100KW units @ \$472.06 per unit per pm service

1 Annual includes OFC for 100KW units @ \$1180.13 per unit per annual service

3 Quarterly PMs for 230KW units @ \$590.07 per unit per pm service

1 Annual includes OFC for 100KW units @ \$1770.21 per unit per annual service

3 Quarterly PMs for 350KW units @ \$590.07 per unit per pm service

1 Annual includes OFC for 100KW units @ \$2360.28 per unit per annual service

EXHIBIT B
INITIAL AGREEMENT

Attachment B

Page 12 of 300

As per factory specs, Megawattage will conduct the following inspections:

- Check all filters (*oil, fuel, and air*)
- Check lubricating oilCheck air inlets and outlets for debris
- Check battery electrolyte level
- Check and record battery voltage
- Check and record battery amperage
- Check battery connection terminals and clean as necessary
- Clean battery posts and terminals
- Check battery charger and adjust float rate (if necessary)
- Check crankcase oil level
- Check crankcase blowby
- Visual inspection of front and rear crankshaft seals and lubrication system gaskets
- Check coolant level
- Visual inspection of *radiator/heat* exchanger
- Inspect radiator cap, gaskets and sealing surfaces
- Visually inspect engine coolant
- Visually inspect water pump and cooling system gaskets
- Inspect engine belts
- Check jacket water heaters
- Check and adjust belt tension
- Inspect hoses
- Check and record engine coolant antifreeze protection
- Check exhaust system, engine mounts and control panel
- Check generator and voltage regulator
- Complete operational checks as per factory specs
- Conduct visual on-site inspections of the generators and tanks

Provide report to TOPP of any condition that may require additional service from MEGAWATTAGE or that may fall under the manufacturer's warranty (parts and labor are not included). Store information in log book that is kept in transfer switch or generator cabinet and give TOPP a copy of report, and also keep copy for TOPP on file.

In the event of an outage in the local electric distribution system, Megawattage shall use its best efforts in providing its quarterly generator maintenance service or an emergency maintenance call, after a major power outage has occurred. The parties agree that the list of services to be provided is limited to those set forth in this Agreement. This is a generator maintenance agreement only. Coolant and any other change outs shall be billed on a time and materials basis. No provision shall be construed as a product repair or a replacement warranty.

4. Governing Law:

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida, without regard to the conflicts of law rules thereof.

5. Complete Agreement:

This Agreement represents the entire agreement of the parties.

TOWN OF PEMBROKE PARK

Date

MEGAWATTAGE LLC

Date

Title



Margaret Brown
Mayor

Byron L. Jaffe
Commissioner

Mary Molina-Macfie
Commissioner

Chris Eddy
Commissioner

Henry Mead
Commissioner

Donald P. Decker
City Manager/CEO



September 20, 2022

Michael Jensen, President
Megawattage, LLC
850 SW 21 Ter.
Ft. Lauderdale, FL 33312

Subject: RFP No. 2018-08 Standby Generator Maintenance Services

Dear Mr. Jensen,

Pursuant to Section 8.5-E of the above referenced Agreement, beginning on October 1 of each year, the CONTRACTOR shall receive an annual adjustment for the contracted rates. The adjustment shall be based on the annual change in the April Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID: CUURA320SAO, CUUSA320SAO, except that the annual adjustment to the costs shall not exceed 5% (increase or decrease).

The CPI increase will be 5%, in accordance with the not to exceed amount allowed per the agreement. Attached is an updated Fee Schedule with pricing reflecting this increase. The prices are effective October 1, 2022.

Please do not hesitate to contact me at 954-385-2000 or via email at mperezgarviso@westonfl.org, should you have any questions.

Sincerely,

CITY OF WESTON


Martha Perez-Garviso,
Procurement Manager

The Nation's Premier Municipal CorporationSM



Consumer Price Index - Fee Schedule

Contract: RFP No. 2018-08 Standby Generator Maintenance Services
 Vendor: Megawattage, LLC
 Effective: December 20, 2018
 Exp. Date: March 31, 2024
 Renewals: 1 - 5 yr.
 CPI: April

NOTE: CPI increase shall not exceed 5%.

				CPI 2.21%	CPI -0.49%	CPI 4.14%	CPI 5%
				10/1/19 - 9/30/20	10/1/20 - 9/30/21	10/1/21 - 9/30/22	10/1/22 - 9/30/23
Item	Generator Group and Tasks	Qty	Price Awarded Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
Public Works Service Center Generator							
1	Annual Preventive Maintenance and Exercising	1	\$ 1,055.92	\$ 1,079.26	\$ 1,079.26	\$ 1,123.94	\$ 1,180.13
2	Quarterly Inspection and Exercising	3	\$ 420.37	\$ 429.66	\$ 429.66	\$ 447.45	\$ 469.82
City Hall Stationary Generator							
3	Annual Preventive Maintenance and Exercising	1	\$ 1,583.89	\$ 1,618.89	\$ 1,618.89	\$ 1,685.92	\$ 1,770.21
4	Quarterly Inspection and Exercising	3	\$ 527.96	\$ 539.63	\$ 539.63	\$ 561.97	\$ 590.07
Administrative Services Center Generator							
5	Annual Preventive Maintenance and Exercising	1	\$ 2,111.85	\$ 2,158.52	\$ 2,158.52	\$ 2,247.88	\$ 2,360.28
6	Quarterly Inspection and Exercising	3	\$ 527.96	\$ 539.63	\$ 539.63	\$ 561.97	\$ 590.07
Community Center Generator							
7	Annual Preventive Maintenance and Exercising	1	\$ 2,111.85	\$ 2,158.52	\$ 2,158.52	\$ 2,247.88	\$ 2,360.28
8	Quarterly Inspection and Exercising	3	\$ 527.96	\$ 539.63	\$ 539.63	\$ 561.97	\$ 590.07
Police Services Center Generator							
9	Annual Preventive Maintenance and Exercising	1	\$ 1,583.89	\$ 1,618.89	\$ 1,618.89	\$ 1,685.92	\$ 1,770.21
10	Quarterly Inspection and Exercising	3	\$ 527.96	\$ 539.63	\$ 539.63	\$ 561.97	\$ 590.07
Fire Stations #81, #67, #55 Generators							
11	Annual Preventive Maintenance and Exercising	3	\$ 1,055.92	\$ 1,079.26	\$ 1,079.26	\$ 1,123.94	\$ 1,180.13
12	Quarterly Inspection and Exercising	9	\$ 422.37	\$ 431.70	\$ 431.70	\$ 449.58	\$ 472.06
Bonaventure Pump Stations 1 & 2 Generators							
13	Annual Preventive Maintenance and Exercising	2	\$ 211.18	\$ 215.85	\$ 215.85	\$ 224.78	\$ 236.02
14	Quarterly Inspection and Exercising	6	\$ 105.59	\$ 107.92	\$ 107.92	\$ 112.39	\$ 118.01
Indian Trace Pump Stations 1 & 2 Generators							
15	Annual Preventive Maintenance and Exercising	2	\$ 1,583.89	\$ 1,618.89	\$ 1,618.89	\$ 1,685.92	\$ 1,770.21
16	Quarterly Inspection and Exercising	6	\$ 527.96	\$ 539.63	\$ 539.63	\$ 561.97	\$ 590.07
Fire Stations #21 (Future) Stationary Generator							
17	Annual Preventive Maintenance and Exercising	1	\$ 1,583.89	\$ 1,618.89	\$ 1,618.89	\$ 1,685.92	\$ 1,770.21
18	Quarterly Inspection and Exercising	3	\$ 527.96	\$ 539.63	\$ 539.63	\$ 561.97	\$ 590.07
New Community Center (Future) Stationary Generator							
19	Annual Preventive Maintenance and Exercising	1	\$ 2,300.00	\$ 2,350.83	\$ 2,350.83	\$ 2,448.15	\$ 2,570.56
20	Quarterly Inspection and Exercising	3	\$ 550.00	\$ 562.16	\$ 562.16	\$ 585.43	\$ 614.70
All Trailer-Mounted Lift Station Generators							
21	Annual Preventive Maintenance and Exercising	16	\$ 1,055.92	\$ 1,079.26	\$ 1,079.26	\$ 1,123.94	\$ 1,180.13
22	Annual Inspection and Exercising	16	\$ 316.78	\$ 323.78	\$ 323.78	\$ 337.19	\$ 354.04
B. LABOR RATES FOR "AS REQUESTED REPAIR WORK"							
23	Technical: Standard Hourly Rate	100	\$ 90.00	\$ 91.99	\$ 91.99	\$ 91.99	\$ 96.59
24	Technical: Non-Standard Hourly Rate	50	\$ 125.00	\$ 127.76	\$ 127.76	\$ 127.76	\$ 134.15
C. MATERIALS MARK-UP/DISCOUNT RATES FOR "REPAIR WORK" AS REQUESTED BY THE CITY							
Materials Mark-up (+)/ Discount (-) for parts used on repair services only, include cost of taxes and delivery.			\$2,000	20%			



CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

STANDBY GENERATOR MAINTENANCE SERVICES
AGREEMENT

REQUEST FOR PROPOSALS
NO. 2018-08

RFP NO. 2018-08
STANDBY GENERATOR MAINTENANCE SERVICES

SECTION 1: AGREEMENT

SECTION 2: EXHIBIT A- CITY OF WESTON RFP NO. 2018-08
ADDENDUM #1 ISSUED AUGUST 21, 2018

SECTION 3: EXHIBIT B – CONTRACTOR’S PROPOSAL

SECTION 4: PAYMENT & PERFORMANCE BOND
INSURANCE CERTIFICATE(S)

SECTION 5: RESOLUTION NO. 2018-148
RESOLUTION NO. 2018-158

SECTION 1

AGREEMENT

CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

STANDBY GENERATORS MAINTENANCE SERVICES

AGREEMENT DOCUMENT

RFP No. 2018-08

CITY OF WESTON, FLORIDA

RFP NO. 2018-08

STANDBY GENERATORS MAINTENANCE SERVICES

INDEX

SECTION 1 TERM AND TERMINATION

SECTION 2 SCOPE OF WORK

SECTION 3 STANDARDS OF WORK

SECTION 4 STANDARDS OF CONTRACTOR

SECTION 5 STANDARDS OF LABOR & MATERIALS

SECTION 6 STANDARDS OF INSURANCE

SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

SECTION 8 GENERAL CONDITIONS

SECTION 9 SPECIAL CONDITIONS

SECTION 10 EXHIBIT FORMS

AGREEMENT
AMONG THE
CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT
AND
MEGAWATTAGE, LLC
FOR
STANDBY GENERATORS MAINTENANCE SERVICES
RFP NO. 2018-08

This Agreement is made and entered into the 20th day of December, 2018 among the City of Weston, a Florida municipal corporation, Indian Trace Development District, Bonaventure Development District (collectively "CITY") and Megawattage, LLC ("CONTRACTOR") for Standby Generators Maintenance Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule
- Exhibit C: Contractor's Sub-Contractors List
- Exhibit D: Transition Plan
- Exhibit E: Performance & Payment Security

WITNESSETH:

WHEREAS, CITY solicited proposals from proposers to perform Standby Generators Maintenance Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on 10-15-2018 CITY adopted Resolution No. 2018-148 which ratified or altered the ranking of proposals for Standby Generator Maintenance Services and authorized the appropriate City officials to execute an Agreement with the number one ranked proposer Megawattage, LLC; and

WHEREAS, City Commission has selected CONTRACTOR to perform Standby Generators Maintenance Services, on an ongoing, or as needed basis, and at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 1

TERM AND TERMINATION

1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until March 31, 2024 with one optional five (5) year renewal by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

1.2 Termination

1. This Agreement may be terminated for cause by action of the City Commission if CONTRACTOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the City Commission upon not less than 30 days written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 60 days after written notice from CONTRACTOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.
7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 10, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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SECTION 2

SCOPE OF WORK

2.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform preventive maintenance, inspection, repair services, and on-call emergency services to the City's stationary and trailer-mounted emergency generators, transfer switches, fuel delivery systems and associated parts and components in accordance with applicable Federal, State, and Local government regulations.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected CONTRACTOR(s) who shall perform the work or services. Information the CITY deems necessary in order to make a determination shall be provided by the CONTRACTOR upon request.

2.2 Level of Service – Inspection, Preventive Maintenance and Exercising

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

A list of the scheduled inspection and maintenance of stationary standby generators are listed below:

- A. January: Quarterly Inspection and Exercising
- B. April: Annual Preventive Maintenance and Exercising
- C. July: Quarterly Inspection and Exercising
- D. October: Quarterly Inspection and Exercising

A list of the scheduled inspection and maintenance of trailer-mounted standby generators for wastewater lift stations are listed below:

- E. November: Annual Inspection and Exercising
- F. May: Annual Preventive Maintenance and Exercising

2.3 Level of Service – Emergency and Non-Emergency Repairs

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

CONTRACTOR shall respond to and perform Emergency Repairs, as defined in Section 4.5, in the allowed time, to any generator listed in this RFP.

CONTRACTOR shall respond to and perform Non-Emergency Repairs, as defined in Section 4.6, in the allowed time, to any generator listed in this RFP.

2.4 List of Generators and Name Plates

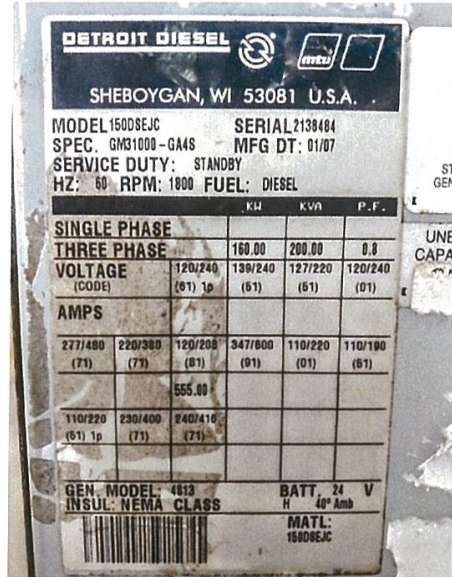
The CITY reserves the right to add generators during the contract period. The price and service, should a unit of similar specification being added not already be included in the bid, shall be mutually agreed upon by the CITY and the CONTRACTOR.

A list of the standby generators is shown below in Table 2.4:

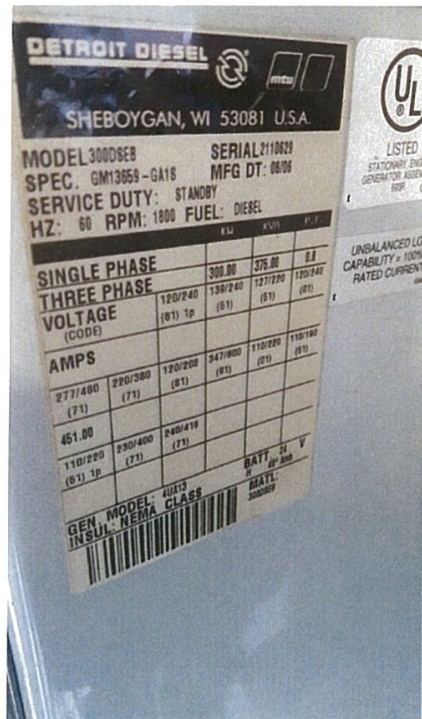
Table 2.4 Standby Generators

Location	Type	Make	Model/ KW	Fuel	Year
Public Works	Stationary	Detroit Diesel	150 KW	Diesel	2007
City Hall	Stationary	Detroit Diesel	300 KW	Diesel	2008
Admin. Services	Stationary	MTU	12V2000 /600KW	Diesel	2014
Community Center	Stationary	Katolight	60 KW	Diesel	2009
Police Service Cen.	Stationary	Katolight	250 KW	Diesel	2000
Fire Station #81	Stationary	Katolight	100 KW	Propane	1998
Fire Station #55	Stationary	Katolight	100 KW	Propane	2000
Fire Station #67	Stationary	Katolight	100 KW	Propane	1998
Indian Trace Pump Station 1	Stationary	Kohler	24KW	Natural Gas	2010
Indian Trace Pump Station 2	Stationary	Kohler	24KW	Natural Gas	2010
Bonaventure Pump 1	Stationary	Cummings	15 KW	Diesel	2009
Bonaventure Pump 2	Stationary	Cummings	15 KW	Diesel	2009
Fire Station #21 - Future	Stationary	TBD	200 KW	Diesel	
New Community Center - Future	Stationary	TBD	700 KW	Diesel	
Trailer-Mounted Lift Station Standby Generators located at Public Works	Asset ID #	Make	Model/ KW	Fuel	Year
	GM01	Detroit Diesel	60DSEJB / 62 KW	Diesel	2003
	GM02	Detroit Diesel	60DSEJB / 62 KW	Diesel	2003
	GM04	Detroit Diesel	60DSEJB / 62 KW	Diesel	2003
	GM05	Detroit Diesel	60DSEJB / 62 KW	Diesel	2003
	GM06	Detroit Diesel	60DSEJB / 62 KW	Diesel	2000
	GM07	Detroit Diesel	60DSEJB / 62 KW	Diesel	2000
	GM08	Detroit Diesel	60DSEJB / 62 KW	Diesel	2000
	GM09	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM10	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM11	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM12	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM13	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM14	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM15	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM16	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM130	Generac	MMG130 / 90 KW	Diesel	2014
Trailer-Mounted Pump	GM20	Godwin Power	CD150M / 2290 GPM	Diesel	2013

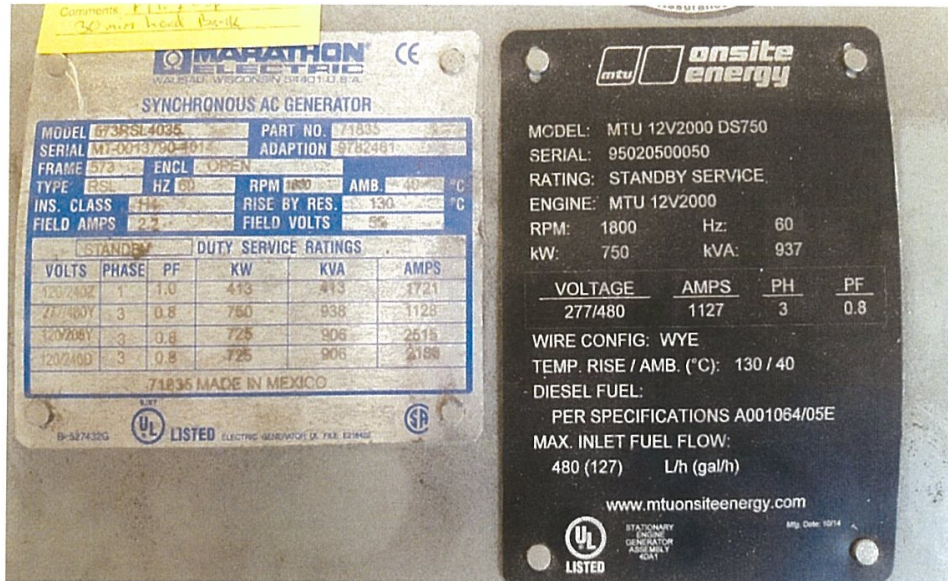
A. Public Works



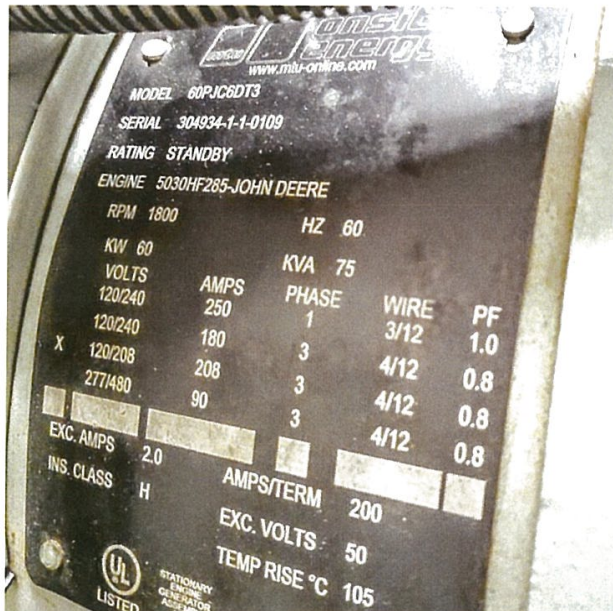
B. City Hall



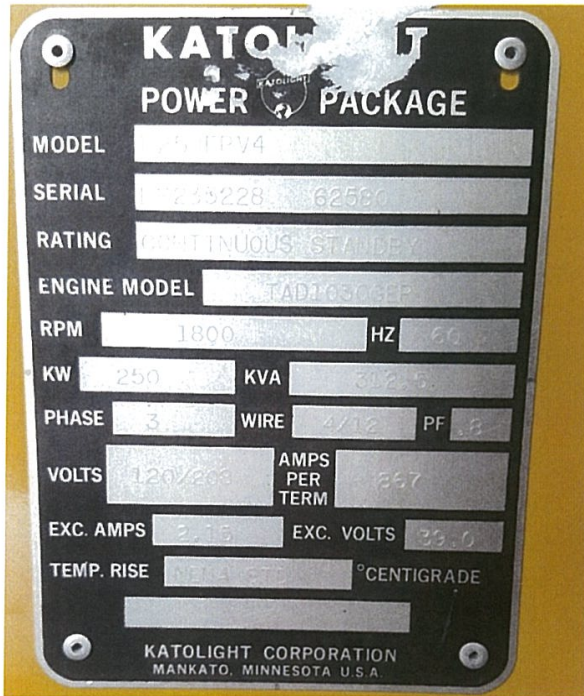
C. Administrative Services Center



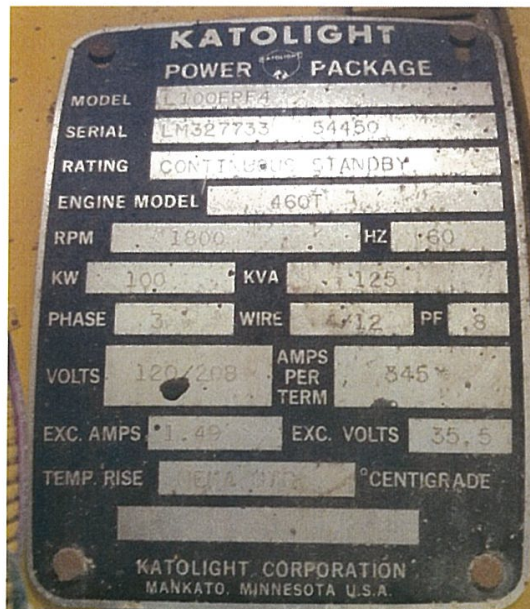
D. Community Center



E. Police Service Center



F. Fire Station #81



G. Fire Station #55

SPECTRUM
DETROIT DIESEL
 SHEBOYGAN, WI 53083 U.S.A.

MODEL 190G8 SERIAL 0473422
 SPEC PA-193080
 SERVICE DUTY: STANDBY
 HZ: 60 RPM: 1800 FUEL: NAT GAS

	KW	KVA	P.F.
SINGLE PHASE			
THREE PHASE	100.00	125.00	0.8
VOLTAGE	120/240	138/240	127/220
(CODE)	(81) 1p	(51)	(51)
AMPS			
277/480	220/380	120/208	347/600
(71)	(71)	(81)	(91)
159.00			
110/220	230/400	240/416	
(61) 1p	(71)	(71)	

GEN. MODEL: 489 BATT. 12 V
 INSULATION: NEMA CLASS H

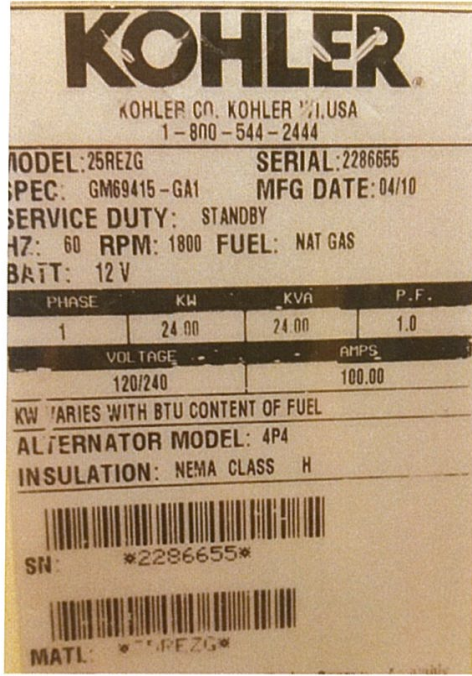
H. Fire Station #67

KATOLIGHT
POWER PACKAGE

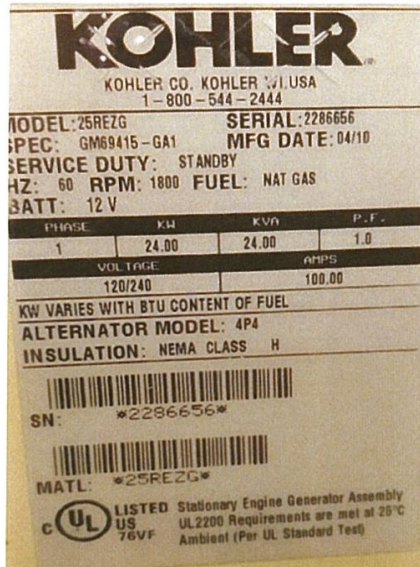
MODEL 110NPE4
 SERIAL LNP30032 5387
 RATING CONTINUOUS STANDBY
 ENGINE MODEL 460T
 RPM 1800 HZ 60
 KW 100 KVA 125
 PHASE 3 WIRE 4/12 PF 0.8
 VOLTS 120/208 AMPS PER TERM 345
 EXC. AMPS 1.55 EXC. VOLTS 36.0
 TEMP. RISE NEMA STD. °CENTIGRADE

KATOLIGHT CORPORATION
 MANKATO, MINNESOTA U.S.A.

I. Indian Trace Pump Station #1



J. Indian Trace Pump Station #2



K. Bonaventure Pump Station #1

Model No. Model	DSKAA - 7225851																											
Serial No. Serie	H080200546	Spec.	A																									
IMPORTANT! Model & Serial No. Required When Ordering Parts. Modele & No. Serie Requis Pour Commander Des Pieces. 99-2433																												
CUMMINS POWER GENERATION 1400 73RD AVE. N.E. MINNEAPOLIS, MN 55432 U.S.A. MADE IN U.S.A.																												
<table border="1"> <thead> <tr> <th rowspan="2">FREQUENCY SERVICE RATING PHASE</th> <th colspan="2">STANDBY 60 HZ</th> <th colspan="2">PRIME</th> </tr> <tr> <th>1PH</th> <th>3PH</th> <th>1PH</th> <th>3PH</th> </tr> </thead> <tbody> <tr> <td>RATED KW</td> <td>6.7</td> <td>10.0</td> <td>0.0</td> <td>0.0</td> </tr> <tr> <td>POWER FACTOR</td> <td>1.0</td> <td>0.8</td> <td>0.0</td> <td>0.0</td> </tr> <tr> <td>RATED KVA</td> <td>6.7</td> <td>12.5</td> <td>0.0</td> <td>0.0</td> </tr> </tbody> </table>					FREQUENCY SERVICE RATING PHASE	STANDBY 60 HZ		PRIME		1PH	3PH	1PH	3PH	RATED KW	6.7	10.0	0.0	0.0	POWER FACTOR	1.0	0.8	0.0	0.0	RATED KVA	6.7	12.5	0.0	0.0
FREQUENCY SERVICE RATING PHASE	STANDBY 60 HZ		PRIME																									
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RATED KVA	6.7	12.5	0.0	0.0																								
I2 CAPABILITY CONNECTION	8pct WYE																											
BATTERY	VOLTS		AMPS																									
12 VDC	120/ 208		34.7																									
	120/ 240	27.9	30.1																									
	127/ 220		32.8																									
ROTATING	133/ 230		31.4																									
SPEED	139/ 240		30.1																									
1800RPM	240/ 416		17.3																									
	255/ 440		16.4																									
NOMINAL	266/ 460		15.7																									
RATED	277/ 480		15																									
INSUL: CLASS H AMB 40C																												
FUEL: Diesel																												
WIRING DIAGRAM																												

L. Bonaventure Pump Station #2

Model No. Model	DSKAA - 7252948																											
Serial No. Serie	J080212631	Spec.	A																									
IMPORTANT! Model & Serial No. Required When Ordering Parts. Modele & No. Serie Requis Pour Commander Des Pieces. 99-2433																												
CUMMINS POWER GENERATION 1400 73RD AVE. N.E. MINNEAPOLIS, MN 55432 U.S.A. MADE IN U.S.A.																												
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	255/ 440		16.4																									
NOMINAL	266/ 460		15.7																									
RATED	277/ 480		15																									
INSUL: CLASS H AMB 40C																												
FUEL: Diesel																												

M. Typical Trailer-Mounted Detroit Diesel

DETROIT DIESEL
SPECTRUM

SHEBOYGAN, WI 53083 U.S.A.

MODEL 60D8EJB
SPEC. GM21199-GA58
SERIAL 0748973
MFG DT: 12/82

SERVICE DUTY: STANDBY
HZ: 60 RPM: 1800 FUEL: DIESEL

	KW	KVA	P.F.
SINGLE PHASE			
THREE PHASE	62.00	78.00	0.8
VOLTAGE (CODE)	120/240 (61) 1p	130/240 (61)	127/220 (61)
AMPS			
277/480 (71)	220/380 (71)	120/208 (81)	347/600 (81)
		110/220 (01)	110/190 (61)
		215.00	
110/220 (61) 1p	230/400 (71)	240/416 (71)	

GEN. MODEL: 4P10
INSUL: NEMA CLASS

BATT. 12 V
H 40° Amb



N. Typical Trailer-Mounted Godwin Power

godwin pumps
856.467.3636
www.godwinpumps.com

Model
GHP65KW-R

Serial Number
063185

kg lbs
1910 4210

rpm hz amb temp.
1800 60 40 deg. C

RATING: ☒ CONT ☐ STAND BY

3 Phase		1 Phase	
KVA	80	KW	55
V	208/480	V	240
A	222/96	A	229

LR-114630-1

FOR ELECTRICAL EQUIPMENT ONLY.
POUR MATERIEL ELECTRIQUE SEULEMENT.

O. Trailer Mounted Generac

**Manufactured by Magnum Power Products, LLC.,
a subsidiary of Generac Power Systems, Inc.**
(920) 361-4442 (800)926-9768

Country of Origin USA	Model MMG130	Serial Number 1409122
Manufacturing Code MMG130D-0094	Weight (lbs/kg) 7930/ 3597	RPM/Frequency 1800 /60
1 ph. 1.0PF KW 90	3 ph. 0.8PF KW 98	3ph. 1.0PF KW 98
KVA 90	122	98
V 240	480/208	480/208
A 375	147/339	117/272
Rating CONTINUOUS		Ins. Class H

FOR ELECTRICAL EQUIPMENT
ONLY. POUR MATERIAL
ELECTRIQUE SEULEMENT.
2096-01
Form:SECO-001

P. Godwin Portable By-Pass Pump



2.5 Proposals for Generators Groups

CONTRACTOR must offer price proposal on Exhibit B for the maintenance of all generator groups listed below.

- A. Public Works Services Center stationary generator.
- B. City Hall stationary generator.
- C. Administrative Services Center stationary generator.
- D. Community Center stationary generator.
- E. Police Services Center stationary generator.
- F. Fire Stations #81, #67 and #55 stationary generators.
- G. Indian Trace Pump Stations #1 and #2 stationary generators
- H. Bonaventure Pump Stations #1 and #2 stationary generators.
- I. Fire Station #21 and New Community Center future stationary generators.
- J. All Trailer-Mounted mobile generators for lift stations (Total 16 units).

CONTRACTOR must offer price proposal on Exhibit B for technician's labor rate and materials mark-up or discount percentage.

CONTRACTOR must offer price proposal on Exhibit B for diesel and gasoline fuel testing and cleaning.

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SECTION 3

STANDARDS OF WORK

3.1 Project Intent

A. Schedule of Work:

1. On the first business day of each month, the CITY shall furnish to the CONTRACTOR a list of Work Orders to be considered for completion during the following month. The CONTRACTOR shall then provide to the CITY within three days a preliminary schedule of the work for the following month for review by the CITY. Upon approval by the CITY, the schedule of work shall become final.
2. CITY reserves the right to direct CONTRACTOR to rearrange the schedule at any time to meet the needs of the CITY as it deems necessary.

B. Work Standards:

1. All work shall conform to manufacturer requirements, and applicable standards for equipment, procedures, precautions and qualifications established by, including but not limited to:
 - A. The latest National Electrical Manufacturers Association standards (NEMA),
 - B. National Fire Protection association (NFPA Standards section seventy (70) and one hundred ten (110),
 - C. National Electric Code (NEC) sections thirty (30), thirty seven (37), seventy (70), ninety nine (99) and one hundred ten (110), (this includes fuel storage),
 - D. Underwriter Laboratories (UL) code two thousand two hundred, (2200) and one hundred forty two (142),
 - E. All applicable State & Local Building and Electrical codes.
2. Work shall be planned, organized, and conducted so that productivity can be maintained despite occasional, unanticipated hardships or conflicts such as (but not limited to) inclement weather, equipment failures, access limitations, user conflicts, etc.
3. Crews shall have contingency plans for daily scheduled work in the event of hardship or access limitations as outlined above.

4. In the event of a conflict that prevents a work crew from conducting regular scheduled work, CITY shall be notified by 10:00 am and the contingency plan shall be implemented if CONTRACTOR and CITY agree.

3.2 Annual Preventive Maintenance and Exercising of Stationary Standby Generators

CONTRACTOR shall perform the following tasks and provide a list of suggested corrective actions as needed along with an estimated cost of repair to ensure safety and render the standby generator fully operational.

A. Lubrication System

1. Replace engine oil with new oil as recommended by the manufacturer.
2. Replace all engine oil filters with new original equipment manufacturer (OEM) recommended filter.
3. Remove, inspect and clean crankcase breather.

B. Cooling System

1. Inspect radiator cores for deterioration and contamination build up.
2. Check radiator cap and inspect seal.
3. Check radiator hoses for brittleness, cracking and weakness.
4. Check all hose clamps, tighten as needed.
5. Check fan and alternator belt for proper tension and condition, and adjust as needed.
6. Drain and replace engine coolant.
7. Replace engine coolant filters with new OEM.

C. Fuel System

1. Inspect day tank piping.
2. Verify operation of fuel transfer system.
3. Replace all fuel filters with new OEM.
4. Inspect and repair leaks, loose nuts and bolts, and all fuel lines and connections.

D. Exhaust System

1. Inspect silencer piping and flex for cracks and excessive corrosion.
2. Verify free movement of rain cap.
3. Inspect all hangers and supports for tightness and structural integrity.
4. Check exhaust manifold for leaks at gaskets and connections.
5. Check silencer for leaks and excessive noise.

E. Air Intake System

1. Check inlet piping, seals, gaskets and connections. Tighten as needed.

2. Replace air cleaner element with OEM.
3. Inspect turbo charger for free rotation, excessive noise and oil leaks.

F. Battery and Charging System

1. Check electrolyte level in accordance with battery manufacturer specifications and replenish if needed.
2. Test specific gravity of electrolyte and correct if necessary.
3. Check battery Terminal, treat for corrosion and torque accordingly.
4. Perform load test utilizing battery manufacturer approved procedures and record battery age. Recommend replacement of battery if load test result is undesirable or age is beyond expected life.
5. Visually inspect electrical cables and condition. Clean, secure and repair as needed.
6. Verify operation of battery trickle charger.

G. Prime Mover (Engine Not Running)

1. Inspect all engine wiring, harness and connections.
2. Check and tighten mounting hardware.
3. Inspect vibration damper hardware and components.
4. Inspect all fuel, lubrication, and coolant lines for security and leaks.
5. Inspect all control linkages for freedom of movement.
6. Document hours listed on engine run time.

H. Generator

1. Inspect rotor, stator, exciter field and armature windings, connections and hardware for cleanliness and fraying.
2. Inspect bearings for overheating and grease as necessary.
3. Verify security of mounts, flex plates and covers. Torque if necessary.
4. Inspect condition of insulation and connections for all leads including grounding.
5. Inspect condition of control panel and mounts.

I. System Operation (Engine Running)

1. Check for unusual noise and vibration.
2. Inspect system for fuel, coolant and lubricant leak.
3. Inspect exhaust system for opacity and wet stacking.
4. Verify that oil pressure and coolant temperature are within expected ranges after five minutes of continuously running engine.
5. Verify proper operation of all instruments and indicators on control panel.
6. Verify output frequency and balance of phase voltages.
7. Test and verify the operation of all safety shutdowns.
8. Check all remote annunciators & alarms.

J. Resistive Load Bank Test

The Contractor shall perform a two (2) hour load bank test during the Annual Preventative Maintenance and Exercising. Each unit will be load bank tested utilizing equipment provided by the Contractor. Each unit shall be load bank tested at 25% of nameplate rating for 30 minutes, followed by 50% of nameplate rating for 30 minutes, followed by 100% of nameplate rating for 60 minutes, for a total of two continuous hours.

All load bank cables must be UL Listed, for outdoor use.

Contractor shall establish separate ground rods temporarily if an equipment safety ground is not adequate.

If the unit has to be shut off due to a performance issue, repair or performance issue shall be addressed and the test rescheduled.

The following are the minimum accepted items to be recorded every fifteen (15) minutes from the start of the test. Contractor shall make system adjustments to attain desirable values.

1. Alternating Current Voltage (ACV): Each of the three phases.
2. Alternating Current (AC) Amperage: Each of the three phases.
3. Alternating Current Frequency: Hertz.
4. Kilowatt of load: KW.
5. Oil Pressure: Record current and advise of the published original equipment manufacturers (OEM) specifications.
6. Coolant Temperature – Record current and advise of the manufacturers specifications.
7. Battery Charger/Alternator – Record current and advise of the manufacturers specifications.
8. Exhaust Opacity – No darker than Number one (1) on Ringelmann Chart or twenty percent (20%) for more than ten (10) seconds.
9. Exhaust Back Pressure – Record current and advise of the manufacturers specifications.
10. Exhaust Temperature – Record exhaust temperature using calibrated infrared laser device at exhaust outlet point prior to exhaust flex. Record current and advise of the manufacturers specifications.
11. Radiator Temperature – Record outlet and inlet temperatures using calibrated infrared laser.
12. Vibration – record any abnormal vibration; any excessive vibration that identified shall be cause for termination of test.
13. Unusual Noise – Record any unusual noise; if it cannot be easily identified this shall be cause for termination of test.
14. Ambient Temperature – Record.

K. Automatic Transfer Switch and Building Load

1. Generator must be run with building load for at least 2 hours.
2. Verify operation of status indicator lamps and replace as required.
3. Verify operation of all digital and analog displays.
4. Test operation of the ATS by performing transfer test and verify proper operation in automatic mode.

5. Test operation of the ATS by performing transfer test and verify proper operation in manual mode.
6. Record settings for unacceptable power switch-over caused by undervoltage.
7. Where monitoring exists, record settings for unacceptable power switch-over caused by overvoltage, over/under frequency, loss of phase, and voltage imbalance.
8. Record setting, verify operation and record actual time delay to start generator.
9. Record setting, verify operation and record actual time delay to transfer to generator supply.
10. Record setting, verify operation and record actual time delay to retransfer to utility supply.
11. Record setting, verify operation and record actual time delay to stop generator.
12. Verify operation of automatic Exerciser.

L. Generator Room and Environment

1. Record state of generator room door before start of service: Should be securely closed.
2. Verify that generator room door is securely closed after completion of service.
3. Record all instances of out of place objects in generator room.
4. Clean all spills and remove all waste resulting from service.
5. Record condition of generator room including floor and vents.
6. Record condition of equipment such as excessive dust and stripping paint.

3.3 Quarterly Inspection and Exercising of Stationary Standby Generators

CONTRACTOR shall perform the following tasks and provide a list of suggested corrective actions as needed along with an estimated cost of repair to ensure the safety render the standby generator fully operational.

A. Lubrication System

1. Check engine oil condition. If current condition is undesirable, record engine run hours and advise engine oil replacement.
2. Verify oil level is appropriate as indicated by dipstick located on engine. Add oil if necessary.
3. Remove, Inspect and clean crankcase breather.

B. Cooling System

1. Check level of coolant in radiator and recovery bottle/tank, refill as needed.
2. Inspect radiator cores for deterioration and contamination build up.
3. Check radiator cap and inspect seal.
4. Check radiator hoses for brittleness, cracking and weakness.
5. Check all hose clamps, tighten as needed.

6. Check fan and alternator belt for proper tension and condition, and adjust as needed.

C. Fuel System

1. Inspect day tank piping.
2. Verify operation of fuel transfer system.
3. Inspect and repair leaks, loose nuts and bolts, and all fuel lines and connections.

D. Exhaust System

1. Inspect silencer piping and flex for cracks and excessive corrosion.
2. Verify free movement of rain cap.
3. Inspect all hangers and supports for tightness and structural integrity.
4. Check exhaust manifold for leaks at gaskets and connections.
5. Check silencer for leaks and excessive noise.

E. Air Intake System

1. Check inlet piping, seals, gaskets and connections. Tighten as needed.
2. Check air cleaner element status indicator. Advise replacement if required.
3. Inspect turbo charger for free rotation, excessive noise and oil leaks.

F. Battery and Charging System

1. Check electrolyte level in accordance with battery manufacturer specifications and replenish if needed.
2. Test specific gravity of electrolyte and correct if necessary.
3. Check battery Terminal, treat for corrosion and torque accordingly.
4. Perform load test utilizing battery manufacturer approved procedures and record battery age. Recommend replacement of battery if load test result is undesirable or age is beyond expected life.
5. Visually inspect electrical cables and condition. Clean, secure and repair as needed.
6. Verify operation of battery trickle charger.

G. Prime Mover (Engine Not Running)

1. Inspect all engine wiring, harness and connections.
2. Check and tighten mounting hardware.
3. Inspect vibration damper hardware and components.
4. Inspect all fuel, lubrication, and coolant lines for security and leaks.
5. Inspect all control linkages for freedom of movement.
6. Document hours listed on engine run time.

H. Generator

1. Inspect rotor, stator, exciter field and armature windings, connections and hardware for cleanliness and fraying.
2. Inspect bearings for overheating and grease as necessary.
3. Verify security of mounts, flex plates and covers. Torque if necessary.
4. Inspect condition of insulation and connections for all leads including grounding.
5. Inspect condition of control panel and mounts.

I. System Operation (Engine Running)

1. Check for unusual noise and vibration.
2. Inspect system for fuel, coolant and lubricant leak.
3. Inspect exhaust system for opacity and wet stacking.
4. Verify that oil pressure and coolant temperature are within expected ranges after five minutes of continuously running engine.
5. Verify proper operation of all instruments and indicators on control panel.
6. Verify output frequency and balance of phase voltages.
7. Test and verify the operation of all safety shutdowns.
8. Check all remote annunciators & alarms.

J. Resistive Load Bank Test

The Contractor shall perform a thirty (30) minutes load bank test during the Quarterly Inspection and Exercising. Each unit will be load bank tested at 100% of nameplate rating utilizing equipment provided by the Contractor.

All load bank cables must be UL Listed, for outdoor use.

Contractor shall establish separate ground rods temporarily if an equipment safety ground is not adequate.

If the unit has to be shut off due to a performance issue, repair or performance issue shall be addressed and the test rescheduled.

The following are the minimum accepted items to be recorded every fifteen (15) minutes from the start of the test. Contractor shall make system adjustments to attain desirable values.

1. Alternating Current Voltage (ACV): Each of the three phases.
2. Alternating Current (AC) Amperage: Each of the three phases.
3. Alternating Current Frequency: Hertz.
4. Kilowatt of load: KW.
5. Oil Pressure: Record current and advise of the published original equipment manufacturers (OEM) specifications.
6. Coolant Temperature – Record current and advise of the manufacturers specifications.
7. Battery Charger/Alternator – Record current and advise of the manufacturers specifications.
8. Exhaust Opacity – No darker than Number one (1) on Ringelmann Chart or twenty percent (20%) for more than ten (10) seconds.
9. Exhaust Back Pressure – Record current and advise of the manufacturers specifications.

10. Exhaust Temperature – Record exhaust temperature using calibrated infrared laser device at exhaust outlet point prior to exhaust flex. Record current and advise of the manufacturers specifications.
11. Radiator Temperature – Record outlet and inlet temperatures using calibrated infrared laser.
12. Vibration – record any abnormal vibration; any excessive vibration that identified shall be cause for termination of test.
13. Unusual Noise – Record any unusual noise; if it cannot be easily identified this shall be cause for termination of test.
14. Ambient Temperature – Record.

K. Automatic Transfer Switch and Building Load

1. Generator must be run with building load for at least two hours.
2. Verify operation of status indicator lamps and replace as required.
3. Verify operation of all digital and analog displays.
4. Test operation of the ATS by performing transfer test and verify proper operation in automatic mode.
5. Test operation of the ATS by performing transfer test and verify proper operation in manual mode.
6. Record settings for unacceptable power switch-over caused by to undervoltage.
7. Where monitoring exists, record settings for unacceptable power switch-over caused by overvoltage, over/under frequency, loss of phase, and voltage imbalance.
8. Record setting, verify operation and record actual time delay to start generator.
9. Record setting, verify operation and record actual time delay to transfer to generator supply.
10. Record setting, verify operation and record actual time delay to retransfer to utility supply.
11. Record setting, verify operation and record actual time delay to stop generator.
12. Verify operation of automatic Exerciser.

L. Generator Room and Environment

1. Record state of generator room door before start of service: Should be securely closed.
2. Verify that generator room door is securely closed after completion of service.
3. Record all instances of out of place objects in generator room.
4. Clean all spills and remove all waste resulting from service.
5. Record condition of generator room including floor and vents.
6. Record condition of equipment such as excessive dust and stripping paint.

3.4 Annual Preventive Maintenance and Exercising of Trailer-Mounted Standby Generators

CONTRACTOR shall perform the following tasks and provide a list of suggested corrective actions as needed along with an estimated cost of repair to ensure the safety render the standby generator fully operational.

A. Lubrication System

1. Replace engine oil with new oil as recommended by the manufacturer.
2. Replace engine oil filters with new original equipment manufacturer (OEM) recommended filter.
3. Remove, inspect and clean crankcase breather.

B. Cooling System

1. Inspect radiator cores for deterioration and contamination build up.
2. Check radiator cap and inspect seal.
3. Check radiator hoses for brittleness, cracking and weakness.
4. Check all hose clamps, tighten as needed.
5. Check fan and alternator belt for proper tension and condition and adjust as needed.
6. Drain and replace engine coolant.
7. Replace engine coolant filters with new OEM.

C. Fuel System

1. Inspect fuel tank piping.
2. Replace fuel filters with new OEM.
3. Inspect and repair leaks, loose nuts and bolts, and all fuel lines and connections.

D. Exhaust System

1. Inspect silencer piping and flex for cracks and excessive corrosion.
2. Verify free movement of rain cap.
3. Check exhaust manifold for leaks at gaskets and connections.
4. Check silencer for leaks and excessive noise.

E. Air Intake System

1. Check air intake mounting and piping. Tighten as needed.
2. Replace air cleaner element with OEM.
3. Inspect turbo charger for free rotation, excessive noise and oil leaks.

F. Battery and Charging System

1. Check electrolyte level in accordance with battery manufacturer specifications and replenish if needed.
2. Test specific gravity of electrolyte and correct if necessary.

3. Check battery Terminal, treat for corrosion and torque accordingly.
4. Perform load test utilizing battery manufacturer approved procedures and record battery age. Recommend replacement of battery if load test result is undesirable or age is beyond expected life.
5. Visually inspect electrical cables and condition. Clean, secure and repair as needed.
6. Verify operation of alternator and battery charging.

G. Prime Mover (Engine Not Running)

1. Inspect all engine wiring, harness and connections.
2. Check and tighten mounting hardware.
3. Inspect vibration damper hardware and components.
4. Inspect all fuel, lubrication, and coolant lines for security and leaks.
5. Inspect all control linkages for freedom of movement.
6. Document hours listed on engine run time.

H. Generator

1. Inspect rotor, stator, exciter field and armature windings, connections and hardware for cleanliness and fraying.
2. Inspect bearings for overheating and grease as necessary.
3. Verify security of mounts, flex plates and covers. Torque if necessary.
4. Inspect condition of insulation and connections for all leads.

I. System Operation (Engine Running)

1. Check for unusual noise and vibration.
2. Inspect system for fuel, coolant and lubricant leak.
3. Inspect exhaust system for opacity and wet stacking.
4. Verify that oil pressure and coolant temperature are within expected ranges after five minutes of continuously running engine.
5. Verify proper operation of all instruments and indicators on control panel.
6. Verify output frequency and balance of phase voltages.
7. Test and verify the operation of all safety shutdowns.

J. Resistive Load Bank Test

The Contractor shall perform a sixty (60) minutes load bank test during the Annual Preventative Maintenance and Exercising. Each unit will be load bank tested utilizing equipment provided by the Contractor at 100% of nameplate rating for sixty (60) minutes.

All load bank cables must be UL Listed, for outdoor use.

If the unit has to be shut off due to a performance issue, repair or performance issue shall be addressed and the test rescheduled.

The following are the minimum accepted items to be recorded every fifteen (15) minutes from the start of the test. Contractor shall make system adjustments to attain desirable values.

1. Alternating Current Voltage (ACV): Each of the three phases.
2. Alternating Current (AC) Amperage: Each of the three phases.
3. Alternating Current Frequency: Hertz.
4. Kilowatt of load: KW.
5. Oil Pressure: Record current and advise of the published original equipment manufacturers (OEM) specifications.
6. Engine Temperature – Record current and advise of the manufacturers specifications.
7. Battery Charger/Alternator – Record current and advise of the manufacturers specifications.
8. Exhaust Opacity – No darker than Number one (1) on Ringelmann Chart or twenty percent (20%) for more than ten (10) seconds.
9. Vibration – record any abnormal vibration; any excessive vibration that identified shall be cause for termination of test.
10. Unusual Noise – Record any unusual noise; if it cannot be easily identified this shall be cause for termination of test.
11. Ambient Temperature – Record.

K. Generator Mounting and Enclosure

1. Verify that generator package is securely mounted to trailer.
2. Verify that trailer tires are in operating condition and move freely.
3. Clean all spills and remove all waste resulting from service.
4. Verify proper closing of doors and function of locks.
5. Record condition of equipment such as excessive dust and stripping paint.

3.5 Annual Inspection and Exercising of Trailer-Mounted Standby Generators

CONTRACTOR shall perform the following tasks and provide a list of suggested corrective actions as needed along with an estimated cost of repair to ensure the safety render the standby generator fully operational.

A. Lubrication System

1. Check engine oil condition. If current condition is undesirable, record engine run hours and advise engine oil replacement.
2. Verify oil level is appropriate as indicated by dipstick located on engine. Add oil if necessary.
3. Remove, inspect and clean crankcase breather.

B. Cooling System

1. Inspect radiator cores for deterioration and contamination build up.
2. Check radiator cap and inspect seal.
3. Check radiator hoses for brittleness, cracking and weakness.
4. Check all hose clamps, tighten as needed.

5. Check fan and alternator belt for proper tension and condition, and adjust as needed.

C. Fuel System

1. Inspect fuel tank piping.
2. Inspect and repair leaks, loose nuts and bolts, and all fuel lines and connections.

D. Exhaust System

1. Inspect silencer piping and flex for cracks and excessive corrosion.
2. Verify free movement of rain cap.
3. Check exhaust manifold for leaks at gaskets and connections.
4. Check silencer for leaks and excessive noise.

E. Air Intake System

1. Check air intake mounting and piping. Tighten as needed.
2. Replace air cleaner element with OEM.
3. Inspect turbo charger for free rotation, excessive noise and oil leaks.

F. Battery and Charging System

1. Check electrolyte level in accordance with battery manufacturer specifications and replenish if needed.
2. Test specific gravity of electrolyte and correct if necessary.
3. Check battery Terminal, treat for corrosion and torque accordingly.
4. Perform load test utilizing battery manufacturer approved procedures and record battery age. Recommend replacement of battery if load test result is undesirable or age is beyond expected life.
5. Visually inspect electrical cables and condition. Clean, secure and repair as needed.
6. Verify operation of alternator and battery charging.

G. Prime Mover (Engine Not Running)

1. Inspect all engine wiring, harness and connections.
2. Check and tighten mounting hardware.
3. Inspect vibration damper hardware and components.
4. Inspect all fuel, lubrication, and coolant lines for security and leaks.
5. Inspect all control linkages for freedom of movement.
6. Document hours listed on engine run time.

H. Generator

1. Inspect rotor, stator, exciter field and armature windings, connections and hardware for cleanliness and fraying.
2. Inspect bearings for overheating and grease as necessary.

3. Verify security of mounts, flex plates and covers. Torque if necessary.
4. Inspect condition of insulation and connections for all leads.

I. System Operation (Engine Running)

1. Check for unusual noise and vibration.
2. Inspect system for fuel, coolant and lubricant leak.
3. Inspect exhaust system for opacity and wet stacking.
4. Verify that oil pressure and coolant temperature are within expected ranges after five minutes of continuously running engine.
5. Verify proper operation of all instruments and indicators on control panel.
6. Verify output frequency and balance of phase voltages.
7. Test and verify the operation of all safety shutdowns.

J. Resistive Load Bank Test

The Contractor shall perform a sixty (60) minutes load bank test during the Annual Inspection and Exercising. Each unit will be load bank tested utilizing equipment provided by the Contractor at 100% of nameplate rating for sixty (60) minutes.

All load bank cables must be UL Listed, for outdoor use.

If the unit has to be shut off due to a performance issue, repair or performance issue shall be addressed and the test rescheduled.

The following are the minimum accepted items to be recorded every fifteen (15) minutes from the start of the test. Contractor shall make system adjustments to attain desirable values.

1. Alternating Current Voltage (ACV): Each of the three phases.
2. Alternating Current (AC) Amperage: Each of the three phases.
3. Alternating Current Frequency: Hertz.
4. Kilowatt of load: KW.
5. Oil Pressure: Record current and advise of the published original equipment manufacturers (OEM) specifications.
6. Engine Temperature – Record current and advise of the manufacturers specifications.
7. Battery Charger/Alternator – Record current and advise of the manufacturers specifications.
8. Exhaust Opacity – No darker than Number one (1) on Ringelmann Chart or twenty percent (20%) for more than ten (10) seconds.
9. Vibration – record any abnormal vibration; any excessive vibration that identified shall be cause for termination of test.
10. Unusual Noise – Record any unusual noise; if it cannot be easily identified this shall be cause for termination of test.
11. Ambient Temperature – Record.

K. Generator Mounting and Enclosure

1. Verify that generator package is securely mounted to trailer.
2. Verify that trailer tires are in operating condition and move freely.

3. Clean all spills and remove all waste resulting from service.
4. Verify proper closing of doors and function of locks.
5. Record condition of equipment such as excessive dust and stripping paint.

3.6 Maintenance of Trailer-Mounted Pump

CONTRACTOR shall perform usage-based maintenance according to manufacturer recommendation and request by the CITY. The CITY will provide CONTRACTOR with manufacturer checklist and schedule the service. CONTRACTOR shall provide this service at the hourly repair service labor rates and provide materials at the markup/discounted price. CONTRACTOR shall provide a list of suggested corrective actions as needed along with an estimated cost of repair to ensure safety and render the unit fully operational.

3.7 Additional Repairs

At the time of quarterly inspections or annual preventive maintenance, the Contractor agrees to make minor adjustments and repairs which in his judgment are necessary for proper operation of the generator. If additional service or parts are required to maintain the unit in proper working order, the Contractor shall notify the CITY for authorization prior to performing any additional service.

3.8 Reports and Documents

The Contractor shall provide a summary of preventative maintenance, inspection or repair work completed on each generator. The City requires a separate report for each generator. This report shall be given to and signed by the CITY or designated representative on the day of work completion.

Five (5) working days after the completion of any maintenance activity on a generator, Contractor shall submit to the CITY a report stating all measurements and observations, repairs and adjustments made, and deficiencies to be addressed. Reports must be completed on a separate page for each generator and shall be computer generated. Reports shall be accompanied with a quote for the Contractor to perform any recommended repairs, based on pricing submitted in this RFP.

3.9 Clean Up

Contractor shall be responsible on a daily basis to maintain a clean work site, remove all debris and dispose of debris properly. Contractor shall be responsible for cleanup of coolant, waste oil, oil and fuel filters, and any other hazardous material.

3.10 Disposal of Waste

The Contractor shall be responsible for the disposal of hazardous waste materials, including all replaced and removed parts, materials and fluids in a manner meeting all local, state and federal applicable laws, standards, codes and regulations. This requirement shall be solely the Contractor's responsibility.

The Contractor shall provide to the City, upon request, a copy of a standard form of transportation manifest showing that all used and or contaminated lubricants and filters are being properly handled and disposed.

Contractor is responsible for all cost of disposal and any cleanup costs incurred due to improper use, handling, or disposal of parts, materials and fluids.

3.11 Work Scheduling

The Contractor shall notify the CITY at least twenty-four (24) hours in advance before dispatching personnel to perform any maintenance activity.

3.12 Warranty

Contractor shall provide all applicable manufacturer warranties for that specific manufacturer's product(s) used in the systems covered by this RFP. Contractor shall provide the labor to facilitate the replacement or repair of any parts or units, as covered by the terms of the manufacturer warranty for the system and specific product. (Note: All parts must be of the original equipment manufacturer (OEM) or certified by the manufacturer, as compliant with applied warranty).

3.13 Public Relations

CONTRACTOR'S positive interaction with CITY residents is essential to the success of this Agreement. CONTRACTOR shall extend the utmost courtesy to CITY residents at all times. CONTRACTOR shall make no statements or offer any information concerning CITY activities, policies and procedures. All resident inquiries shall be directed to the CITY.

3.14 Discovery and Notification

If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY and shall file a police report of the occurrence.

3.15 Property Damage

Observation of property damage prior to the commencement of work, whether public or private, shall immediately be reported to CITY. Property damage, whether public or private, caused by CONTRACTOR during the course of the work shall be immediately reported to CITY, and repaired by CONTRACTOR at the CONTRACTOR'S expense and at no cost to CITY or Property Owner.

3.16 Work Order (Service Request) Completion Information Input

The CONTRACTOR shall be responsible to enter/input information on completed work orders (service requests) into the CITY's Work Order and Asset Management Software. The typical information required include but is not limited to: description of service, date serviced, city contract#, location, city asset serviced (e.g. street light pole#, monument sign, irrigation pump, etc), and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request.

All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's Work Order System by the CONTRACTOR.

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SECTION 4

STANDARDS OF CONTRACTOR

4.1 Intent

CONTRACTOR is an independent contractor and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State and local laws, rules, practices and regulations.

4.2 Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

4.3 Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

4.4 Experience

- A. CONTRACTOR shall have a minimum of five (5) years experience in providing Standby Generators Maintenance Services to units of similar features, complexity and size as those owned and managed by the CITY. CONTRACTOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued. The relevant work experience shall be located anywhere. Relevant experience includes, but is not limited to: use of required testing and measuring equipment required to trouble shoot, repair and maintain lubrication systems, cooling systems, fuel systems, intake and exhaust systems, batteries and charging systems, electrical generating components, automatic transfer switches and related components, and resistive load testing for multiple brands of fixed and mobile trailer-mounted standby generators.
- B. Training: CONTRACTOR shall supply with this Proposal, copies of current factory and equipment certifications of completion, special designations, etc., that at least two (2) current repair technicians have earned for at least two (2) manufacturers/brands of standby generators of similar size and features to the generators and associated equipment installed at City facilities.

- C. **Licenses:** CONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits. Contractor must be a State Certified Electrical Contractor or a Master Electrical Contractor (must be registered with the state).

4.5 Responding to Emergency Repairs Request

- A. An emergency condition exists when there is a failure in the normal power supply and the standby generator required to provide emergency power has failed to provide reliable power causing disruption to the City's normal operations. An emergency condition also exists if there is any alert or condition indicated by the generator's control system indicating that the unit may not reliably function if needed.

CONTRACTOR shall provide 24/7 emergency contact telephone number and respond to emergency repair request after notification by the City, twenty four (24) hours a day, seven (7) days a week, including all public holidays. Emergency repair will require the following response:

1. Contractor acknowledgement of the emergency repair request within thirty (30) minutes of the phone call made by CITY or designee. Acknowledgement must be by live telephone conversation with a CONTRACTOR employee, not a recording or answering service.
2. A service technician shall commence work at the affected facility within two (2) hours of request for service. CONTRACTOR shall immediately address the problem and immediately inform the CITY of the extent of the problem.
3. CITY shall be provided a corrective action within a time period set forth by the CITY, not to exceed four (4) hours from the first request for service.
4. When emergency repairs commence on a generator, repairs shall continue until completion, or unless the CITY determines another suitable course of action should be taken.
5. CONTRACTOR shall provide a list of individuals and their contact information to be contacted for emergency repairs to the CITY and update it immediately whenever any change occurs.

4.6 Responding to Non-Emergency Repairs Request

Contractor shall be contacted by the CITY for all generator non-emergency repair services. Contractor shall respond to initial contact within four (4) hours. CONTRACTOR shall be on-site within two (2) working days of contact unless otherwise agreed upon with the CITY.

4.7 Failure to Respond and Liquidated Damages

If, in the opinion of the City Manager there has been a breach of Agreement, the City Manager shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided in this Section. Unless otherwise provided in this Section 4.7, there shall be no cure period of time to avoid the consequences of a breach.

- A. Should the CONTRACTOR fail to meet the thirty (30) minutes acknowledgement time or two (2) hour time requirement to commence emergency repairs, each failure shall result in liquidated damages due to the CITY in the amount of Four Hundred Dollars (\$400.00).
- B. Should the CONTRACTOR fail to meet the four (4) hour response time or the two (2) working days time to be on-site, unless otherwise agreed upon with the CITY, each failure shall result in liquidated damages due to the CITY in the amount of Two Hundred Fifty Dollars (\$250.00).
- C. Consistent failure by the vendor to respond to Emergency Service Repairs Requests and Non-Emergency Service requests within the required response times may, at City's options, place the CONTRACTOR in default and subject to cancellation of contract. Consistent failure to respond is defined as not responding within the required response time at any or all locations on two out of four consecutive occurrences.
- D. The CITY reserves the right to have any generator or associated equipment repaired by others. This action will not waive or void any of the terms and conditions in this Agreement.

4.8 Relationship Contact

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests, twenty-four hours a day, seven days a week, including all public holidays. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

4.9 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change

subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.
- C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

4.10 Drug-Free Workplace

CONTRACTOR continues to implement and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

4.11 Transition Plan

CONTRACTOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to CONTRACTOR. CONTRACTOR is responsible for minimizing any negative impacts to CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, CONTRACTOR shall use its best efforts to ensure a smooth and orderly transition of service.

4.12 Adherence to City Policy

CONTRACTOR assigned to handle the Standby Generator Maintenance Services for the CITY shall adhere to all CITY policies, procedures and protocols.

4.13 Disclosure of Relationships

CONTRACTOR agrees to give CITY written notice of any Relationship, as defined herein, that CONTRACTOR enters into with CITY or any of its districts, its elected or appointed officials, its employees or agents, during the period of this Agreement.

A "Relationship" for the purpose of this Section shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient in excess of \$100.00, past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

4.14 Exclusivity

CITY reserves the right to have maintenance services for the standby generators provided by others. This action will not waive or void any of the terms and conditions in this Agreement.

4.15 Repairs

CONTRACTOR shall obtain all permits and pay all required fees to any regulatory agency having jurisdiction over any work required to repair or replace damages caused by the CONTRACTOR. Inspections required by local ordinances during the course of this contract for repair work shall be arranged by the CONTRACTOR as required. Upon completion of the repair work, evidence satisfactory to CITY shall be furnished to show that all work has been performed in accordance with the applicable ordinances and code requirements.

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SECTION 5

STANDARDS OF LABOR AND MATERIALS

5.1 Personnel

CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages, smoking or drugs shall be allowed on the site of the work.

- A. Lead Technician: CONTRACTOR shall maintain a Lead Technician within the area and within sight of treatment crews at all times. The Lead Technician shall be fluent in English and shall have excellent communication skills and be capable of directing all work requested by the CITY.
- B. Employee/Independent Contractor or Subcontractor Performance: CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor or subcontractor from performing maintenance on the CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are perceived as obviously detrimental to CITY.
- C. Uniforms: CONTRACTOR shall provide all employees with color coordinated uniforms that shall be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing shall not be permitted.

5.2 Equipment

- A. Vehicles: CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- B. Equipment Safety: CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall 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, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

- C. Test Equipment Calibration: CONTRACTOR shall use only test equipment that are in proper working condition and have been calibrated as required by the manufacturer.
- D. Storage: The CITY shall not provide facilities at which the CONTRACTOR may store equipment. The CONTRACTOR shall be responsible for mobilization and setup, and demobilization and breakdown, each day.

5.3 Product Support

The Contractor must be able to obtain necessary OEM repair parts and perform the required repairs on any generator or related equipment, within seven (7) days.

5.4 Supply of Parts

CONTRACTOR shall maintain an adequate supply of parts necessary for scheduled preventative maintenance. No labor shall be charged to the City for the time spent picking up parts necessary to complete annual preventive maintenance or repair work.

5.5 Materials Used in Annual Preventive Maintenance and Inspection

CONTRACTOR shall furnish materials used in performing Annual Preventive Maintenance and Exercising and Quarterly Inspection and Exercising activities listed in Section 2. Cost of materials and special equipment such as resistive load bank is included in proposal for performing Annual Preventive Maintenance at each facility and for all trailer-mounted mobile generators listed in Exhibit B.

Annual Preventive Maintenance and Exercising and Quarterly Inspection and Exercising activities are performed at fixed cost as specified in this RFP.

5.6 Labor and Materials Used in Repairs

CONTRACTOR shall furnish adequate number of technicians and materials used in performing any repairs not included in Annual Preventive Maintenance and Exercising and Quarterly Inspection and Exercising activities listed in Section 2. Cost of labor and materials shall be included in a proposal accepted by the CITY before work commences.

CONTRACTOR shall document labor hours per technician performing repair and provide itemized invoice showing materials used.

5.7 Labor Rates

CONTRACTOR shall supply an hourly repair service labor rates for any services or work outside the scope of preventive maintenance and inspection and exercising tasks described in Section 2. Labor rates shall apply to Emergency Repairs and Non-Emergency Repairs authorized by the CITY. Rates shall be provided for a technician (to include the use of truck and tools).

Labor Rates shall be provided in Exhibit B for: i) standard business hours (Monday to Friday, 7am to 5pm) and ii) non-standard business hours (anytime/day outside of standard business hours). There will be no special rate for holiday, night premium, or emergency response.

Calculation of labor hours shall commence at the time the technician arrives at facility and end at the time the repair and clean up is completed. The CITY will not pay for trip charges, travel time, and fuel surcharges.

5.8 Material Percentage Mark-up OR Discount

All materials utilized shall be OEM parts unless authorized by the CITY as acceptable and fully compliant with existing systems.

All materials for services under this RFP will be purchased at cost plus applicable mark-up/discount. All percentages shall be firm for the duration of the contract.

Parts pricing shall be documented with appropriate proof of cost, such as Dealer Invoice or Catalog Price and shall be included as backup for any Repair Invoice. Shipping and Taxes shall be included before applying mark-up/discount. Mark-up for materials shall not exceed the level proposed in Exhibit B.

The CITY reserves the right to furnish materials and equipment or purchase materials and equipment directly from suppliers and have the Contractor utilize for services under this RFP.

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SECTION 6

STANDARDS OF INSURANCE

6.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

6.2 Specific Coverage

- A. Workers Compensation: CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has "leased" employees, CONTRACTOR must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, covering all work performed under this Agreement.
- C. Business Automobile Liability: CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of CONTRACTOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- F. Pollution Liability: For sudden and gradual occurrences or claims made and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to \$100,000.00 as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. The performance & payment security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit E.
- C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:
 - 1. The surety company is licensed to do business in the State of Florida.
 - 2. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
 - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
 - 7. The bond shall be issued by a Florida resident agent.

SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

CONTINUED

8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
 9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.
 10. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.
- D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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SECTION 8

GENERAL CONDITIONS

8.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

8.2 Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

8.3 Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

8.4 Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

8.5 Compensation

- A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.

- B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2019 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates that are part of the total Collection element of rates established in the Rate Structure provided in Exhibit B. The adjustment to the Collection element of costs in Exhibit B shall be based on the annual change in the April Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84 = 100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

8.6 Taxes

CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

8.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

8.8 No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

8.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

8.10 Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

8.11 Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

8.12 Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of City Manager or designee.

8.13 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

8.14 Miscellaneous

- A. **Ownership of Documents:** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. **Audit and Inspection Rights, Retention of Records:**
1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
 5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
 6. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request by the City's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
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.
4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

- D. **Policy of Non-Discrimination:** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- E. **Public Entity Crime Act:** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- F. **Third Party Beneficiaries:** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. **Notices:** Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

[THIS SPACE INTENTIONALLY LEFT BLANK]

CITY: John R. Flint, City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301

CONTRACTOR: Michael S. Jansen
President
Megawattage, LLC.
850 SW 21 Terrace
FT. Lauderdale, FL 33312

H. **Conflicts:** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

1. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

I. **Materiality and Waiver of Breach:** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- J. **Severance:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. **Joint Preparation:** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent 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.
- L. **Priority of Provisions:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.
- M. **Applicable Law and Venue:** Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. **Amendments:** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- O. **Prior Agreements:** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.

- P. **Incorporation by Reference:** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. **Multiple Originals:** This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. **Headings:** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- S. **Binding Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. **Survival of Provisions:** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. **Truth-in-Negotiation Certificate:** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. **Non-Appropriation of Funds:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- W. **Default:** In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

SECTION 9
SPECIAL CONDITIONS

None.

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AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY"), AND MEGAWATTAGE, LLC FOR STANDBY GENERATORS MAINTENANCE SERVICES RFP NO. 2018-08.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15th day of October, 2018; and Megawattage, LLC authorized to execute same.

CITY OF WESTON, through its City Commission

By:

Daniel J. Stermer, Mayor

ATTEST:

Patricia A. Bates

Patricia A. Bates, MMC, City Clerk

19th day of December, 2018

By:

John R. Flint, City Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

20th day of December, 2018

(CITY SEAL)

By:

Janie Alan Cole, City Attorney

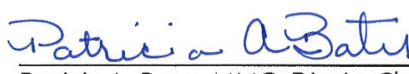
14th day of December, 2018

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, AND MEGAWATTAGE, LLC FOR STANDBY GENERATORS MAINTENANCE SERVICES RFP NO. 2018-08.

INDIAN TRACE DEVELOPMENT DISTRICT

By: 
Daniel J. Stermer, Chair

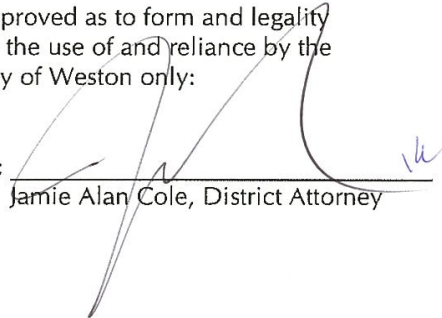
ATTEST:


Patricia A. Bates, MMC, District Clerk

19th day of December, 2018

By: 
John R. Flint, District Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: 
Jamie Alan Cole, District Attorney

20th day of December, 2018

(CITY SEAL)

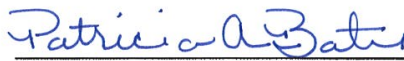
14th day of December, 2018

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, AND MEGAWATTAGE, LLC FOR STANDBY GENERATORS MAINTENANCE SERVICES RFP NO. 2018-08.

BONAVENTURE DEVELOPMENT DISTRICT

By: 
Daniel J. Stermer, Chair

ATTEST:


Patricia A. Bates, MMC, District Clerk

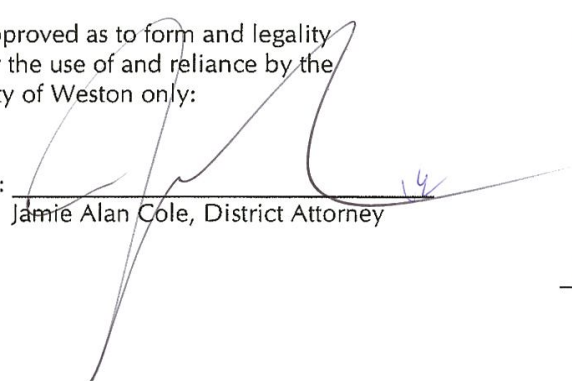
19th day of December, 2018

By: 
John R. Flint, District Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

20th day of December, 2018

(CITY SEAL)

By: 
Jamie Alan Cole, District Attorney

14th day of December, 2018

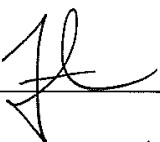
AGREEMENT AMONG THE CITY OF WESTON, FLORIDA INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, AND MEGAWATTAGE, LLC FOR STANDBY GENERATORS MAINTENANCE SERVICES RFP NO. 2018-08.

CONTRACTOR: MEGAWATTAGE, LLC

By: 

13 day of Dec., 2018

WITNESSES:



Signature

Jessie Abardano

Print Name



Signature

Dana Sampson

Print Name

SECTION 10

EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful Proposer/CONTRACTOR after the award of the Agreement (at the time specified herein).

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A

CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE

EXHIBIT B

FIXED COST FOR INSPECTION, PREVENTIVE MAINTENANCE, AND EXERCISING

- A. CONTRACTOR offers the following fee for providing all labor, materials, equipment, and all other necessary incidentals to perform routine Standby Generators Maintenance Services (in accordance with the Scope of Work and terms of the Agreement).

Item	Generator Group and Tasks	Qty	Unit Cost	Total (Qty x unit cost)
	Public Works Service Center Generator			
1	Annual Preventive Maintenance and Exercising	1	1055.92	1055.92
2	Quarterly Inspection and Exercising	3	422.37	1267.11
	City Hall Stationary Generator			
3	Annual Preventive Maintenance and Exercising	1	1583.89	1583.89
4	Quarterly Inspection and Exercising	3	527.96	1583.88
	Administrative Services Center Generator			
5	Annual Preventive Maintenance and Exercising	1	2111.85	2111.85
6	Quarterly Inspection and Exercising	3	527.96	1583.88
	Community Center Generator			
7	Annual Preventive Maintenance and Exercising	1	2111.85	2111.85
8	Quarterly Inspection and Exercising	3	527.96	1583.88
	Police Services Center Generator			
9	Annual Preventive Maintenance and Exercising	1	1583.89	1583.89
10	Quarterly Inspection and Exercising	3	527.96	1583.88
	Fire Stations #81, #67, #55 Generators			
11	Annual Preventive Maintenance and Exercising	3	1055.92	3167.76
12	Quarterly Inspection and Exercising	9	422.37	3801.33
	Bonaventure Pump Stations 1 & 2 Generators			
13	Annual Preventive Maintenance and Exercising	2	211.18	422.36
14	Quarterly Inspection and Exercising	6	105.59	633.54
	Indian Trace Pump Stations 1 & 2 Generators			
15	Annual Preventive Maintenance and Exercising	2	1583.89	3167.78
16	Quarterly Inspection and Exercising	6	527.96	3167.76
	Fire Stations #21 (Future) Stationary Generator			

Item	Generator Group and Tasks	Qty	Unit Cost	Total (Qty x unit cost)
17	Annual Preventive Maintenance and Exercising	1	1583.89	1583.89
18	Quarterly Inspection and Exercising	3	527.96	1583.88
	New Community Center (Future) Stationary Generator			
19	Annual Preventive Maintenance and Exercising	1	2300.00	2300.00
20	Quarterly Inspection and Exercising	3	550.00	1650.00
	All Trailer-Mounted Lift Station Generators			
21	Annual Preventive Maintenance and Exercising	16	1055.92	16,894.72
22	Annual Inspection and Exercising	16	316.78	5068.48
	Total (Items 1 thru 22)			59,491.53

B. LABOR RATES FOR "AS REQUESTED REPAIR WORK"

Item	Description	Estimated Hours	Rate \$/Hour	Total (Hours X Rate)
23	Technician: Standard Hourly Rate	100	90	9000.00
24	Technician: Non-Standard Hourly Rate	50	125	6250.00
B	Total (Items 23 and 24)			15,250.00

C. MATERIALS MARK-UP/DISCOUNT RATES FOR "REPAIR WORK" AS REQUESTED BY THE CITY

Item #	Description	Estimated List Price of Parts	% (+/-)	Total Material After Mark-up/Discount (\$2000 X (1 +/- %))
C	Materials Mark-up (+)/Discount (-) for Parts Used on Repair Services Only. include the cost of taxes and delivery	\$2000	20%	2400.00

GRAND TOTAL (A + B + C)	\$77,141.53
--------------------------------	--------------------

EXHIBIT C
CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

We will use no sub-contractors.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1		
2		
3		
4		
5		
6		
7		
8		
9		

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D
TRANSITION PLAN

ATTACH TRANSITION PLAN

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

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

CONTRACTOR (name and address)

SURETY (name & principal address):

CITY:

City of Weston
17200 Royal Palm Blvd.
Weston, Florida 33326

AGREEMENT

Date:

Amount:

Services as needed. Not for a fixed amount.

Description: Standby Generators Maintenance Services

Location: Citywide

City of Weston RFP No. 2018-08

BOND

Date (not earlier than Agreement Date):

Amount: \$100,000.00.

Modifications to this Bond:

None

See Page(s)

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

Address

Phone

Fax

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
 - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
 - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR's default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
 - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
 - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
 - B. Additional legal, design professional and delay costs resulting from CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title

SECTION 2

EXHIBIT A

CITY OF WESTON RFP NO 2018-08



CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

STANDBY GENERATORS MAINTENANCE SERVICES

REQUEST FOR PROPOSALS
NO. 2018-08

CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS NO. 2018-08

STANDBY GENERATORS MAINTENANCE SERVICES

INDEX

PROPOSAL DOCUMENTS:

- SECTION 1 NOTICE TO PROPOSERS
- SECTION 2 GENERAL INSTRUCTIONS TO PROPOSERS
- SECTION 3 EVALUATION OF THE PROPOSAL
- SECTION 4 PROPOSAL SECURITY
- SECTION 5 PROPOSAL FORMS

AGREEMENT DOCUMENTS:

- SECTION 1 TERM AND TERMINATION
- SECTION 2 SCOPE OF WORK
- SECTION 3 STANDARDS OF WORK
- SECTION 4 STANDARDS OF CONTRACTOR
- SECTION 5 STANDARDS OF LABOR & MATERIALS
- SECTION 6 STANDARDS OF INSURANCE
- SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY
- SECTION 8 GENERAL CONDITIONS
- SECTION 9 SPECIAL CONDITIONS
- SECTION 10 EXHIBIT FORMS

SECTION 1

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida, Indian Trace Development District, and Bonaventure Development District (collectively the "CITY") will be accepting sealed proposals for:

STANDBY GENERATORS MAINTENANCE SERVICES REQUEST FOR PROPOSALS ("RFP") NO. 2018-08

The City is requesting proposals from qualified and experienced firms to provide maintenance services for standby generators located at various CITY facilities including trailer-mounted emergency generators under a continuing services contract ("CONTRACTOR").

Proposers shall provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform preventive maintenance, inspection, repair services, and on-call emergency services to the City's stationary and trailer-mounted emergency generators, transfer switches, fuel delivery systems and associated parts and components in accordance with applicable Federal, State, and Local government regulations.

EXPERIENCE

Proposers shall have a minimum of five (5) years experience in providing standby generator maintenance services to units of similar features, complexity and size as those owned and managed by the City. Proposers shall have been in continuous operation for a minimum of the past five (5) years from the date that the RFP is issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida. Proposer shall be fully licensed with all required Federal, State and Local government licenses/permits.

PROPOSAL SUBMITTAL DEADLINE

Submittals shall be received by the City Clerk until **11:00 a.m., local time, September 4, 2018** (the "Proposal Submittal Deadline") at City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Submittals received after this time shall be returned unopened. The sealed submittals will be publicly opened at the City of Weston, City Hall, after the Proposal Submittal Deadline. Award of a proposal will be made at a City Commission meeting.

AVAILABILITY OF RFP DOCUMENTS

Interested parties may purchase a Request for Proposals for: Standby Generators Maintenance Services ("RFP") at the Weston Community Center, 20200 Saddle Club Road, Weston, Florida, 33327, 8:00 a.m. - 5:00 p.m. Monday through Friday, upon payment of a \$25.00 non-refundable fee, for each RFP. Payment shall be made by cash, check, Visa, Master Card or American Express. Proposal documents are available for electronic download from Onvia Demand Star at <http://www.demandstar.com>. This RFP may also be examined at Weston City Hall, at the referenced address. (8:00 a.m.-5:30 p.m. Monday through Thursday and 8:00 a.m. – 3:00 p.m. on Friday.)

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference shall be held on **August 16, 2018 at 10:00 A.M.**, local time, at the Weston Community Center, located at 20200 Saddle Club Road, Weston, Florida 33327. All Proposers planning to submit a proposal are required to attend this conference. Proposers shall allow sufficient time to ensure arrival prior to the indicated time. Failure of a proposer to be present for the entire mandatory pre-proposal conference, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal conference by the City, shall render a proposer to be deemed non-responsive and the proposal shall not be considered for award. Decisions of the City shall be final. The official clock at the location of the pre-proposal conference shall govern.

PROPOSAL SECURITY

Proposal security in the form of a proposal bond acceptable to the City or a cashier's check made payable to the "City of Weston" in the amount of \$5,000.00 or 5% of the total proposal cost, whichever is greater, will be required to be submitted with the proposal.

QUESTIONS

Any questions concerning this Notice to Proposers shall be submitted in writing to the Technical Advisor: Gary Garofalo, Facilities Manager, at ggarofalo@westonfl.org with **"RFP 2018-08, STANDBY GENERATORS MAINTENANCE SERVICES,"** in the subject line or via fax at: 954-385-2010 by 4:00 p.m., Local Time at least five business days prior to the Proposal Submittal Deadline.

CONE OF SILENCE

A cone of silence is imposed upon publication of this Notice to Proposers. The cone of silence prohibits communications with the following individuals pertaining to this RFP:

Daniel J. Stermer, Mayor;
Margaret Brown, Commissioner;
Toby Feuer, Commissioner; and
Thomas M. Kallman, Commissioner; and
Bryon L. Jaffe, Commissioner

Ryan Fernandes, Director of Technology Services; Selection Committee Chairperson;
Bryan Cahen, Director of Budget; Selection Committee Member;
Thad Bielecki, Director of Landscaping; Selection Committee Member;
Andrew Matusевич; Assistant Director of Landscaping; Alternate Selection Committee Member; and
Cindy Tao, Accounting Manager, Financial Reviewer; and

Any member of the Protest Committee, if and when established.

The details of the City's cone of silence are set forth in Section 32.10 of the City Code.

The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the proposals and provide a recommendation to the City Manager.

RIGHTS RESERVED

The City Commission reserves the right to reject any and all proposals, to waive any informality in a proposal and to make awards in the best interests of the City.

Patricia A. Bates, MMC
City Clerk
City of Weston

Published on: **August 7, 2018**

SECTION 2

GENERAL INSTRUCTIONS TO PROPOSERS

2.1 Proposal Submittal Deadline

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFP.

2.2 Intent

The City is requesting proposals from qualified and experienced firms to provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform preventive maintenance, inspection, repair services, and on-call emergency services to the City's stationary and trailer-mounted emergency generators, transfer switches, fuel delivery systems and associated parts and components in accordance with applicable Federal, State, and Local government regulations.

The City reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected proposer(s) who shall perform the work or services. Information the City deems necessary in order to make a determination shall be provided by proposer upon request.

2.3 RFP Documents

These RFP documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFP and the Agreement shall be completed, sealed and submitted. Submittal of a response to this RFP constitutes a binding offer by the proposer. A proposer's failure to comply with any provisions in the RFP or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the City. All instructions in the RFP must be adhered to. Submission of a proposal indicates acceptance by the proposer of the conditions contained in the Agreement.

2.4 Proposal Copies and Original

The Proposal shall contain eight (8) complete copies, one (1) unbound original and one (1) digital copy in Adobe PDF format on a CD/USB drive.

Each copy shall contain all mandatory and optional information submitted by the proposer. Additional copies may be requested by the City at its discretion.

2.5 Proposal Packaging

The proposal shall include all items identified in the above Section 2.4 and shall be submitted in one (1) plain sealed box, or other secured packaging, marked as "Proposal" and shall be inclusive of all documents and samples.

The outside of the sealed package must clearly indicate the submitting "**RFP Number 2018-08, STANDBY GENERATORS MAINTENANCE SERVICES**". Proposer's name, address, telephone number and a specific contact person should be included on the outside of the box.

All proposers are advised that the City has **NOT** authorized the use of City's seal by individuals or entities responding to the City's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All proposers are advised that the City shall not supply or sell materials to proposers in connection with submission or preparation of proposals, or any other matter, including but not limited to envelopes, labels or tape.

2.6 Signatures

- A. All required signatures shall be manual, in blue ink. Only those persons designated in Sections B through E below may sign the proposal. The proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by a proposer to any part of the proposal document shall be initialed in ink. Failure to manually sign the appropriate pages may disqualify the proposer and the proposal may not be considered.
- B. Proposals by corporations shall be executed in the name of the corporation by the President or Vice-President listed on www.sunbiz.org (or other such corporate officer if listed on www.sunbiz.org and accompanied by a resolution of the Board of Directors evidencing the corporate officer's authority to sign) and attested to by the Corporate Secretary or an Assistant Secretary.
- C. Proposals by limited liability companies shall be submitted in the name of the limited liability company by a Member, Manager or Officer listed on www.sunbiz.org. The address and state of organization of the limited liability company shall be shown below the signature.
- D. Proposals by partnerships shall be submitted in the name of the partnership and signed by a general partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.
- E. Proposals by sole proprietorships or individuals shall be signed by the Individual/sole proprietor. His or her address shall be shown below the signature.

2.7 Proposal Format

- A. The proposal shall be typewritten single sided 8½ x 11-inch white paper. Pages shall be secured by staple, binding or similar closures.
- B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.
- C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.
- D. The following forms shall be completed and submitted with the Proposal:
 - Proposal Form 1: Proposer's Statement of Organization
 - Proposal Form 2: Personnel
 - Proposal Form 2A: Contractor's Equipment List
 - Proposal Form 3: References
 - Proposal Form 4: Non-Collusion Affidavit
 - Proposal Form 5: Drug-Free Workplace
 - Proposal Form 6: Independence Affidavit
 - Proposal Form 7: Acknowledgment of Addenda
 - Proposal Form 8: Certification to Accuracy of Proposal
 - Proposal Form 9: Proposal Security
 - Proposal Form 10: Scrutinized Companies
 - Exhibit B: Fee Schedule
 - Exhibit C: Contractor's Subcontractors List
 - Exhibit D: Transition Plan
 - Statement of Financial Stability (as set forth in Section 3.4(B))
- E. **Financial Statements:** In accordance with Section 32.11 of the City Code, the financial statements submitted in response to this RFP are NOT exempt from public records pursuant to F.S. §119.071(1)(c), since this project DOES NOT meet the City Code definition of a public works project.
- F. The following items shall be submitted by the successful proposer after the award of the Agreement (at the time specified herein).
 - Exhibit A: Certificate of Insurance
 - Exhibit E: Performance & Payment Security

2.8 Submittal, Receipt and Opening of Proposals

- A. All proposals shall be submitted on or before the Proposal Submittal Deadline to:

Office of the City Clerk
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326

- B. The official clock at City Hall reception desk shall govern. Proposals submitted and time stamped on or before the Proposal Submittal Deadline shall be opened publicly at City Hall.

- C. All Proposers are reminded that it is the sole responsibility of the proposer to ensure that their proposal is time stamped by the Office of the City Clerk prior to the Proposal Submittal Deadline. Proposals received after the Proposal Submittal Deadline shall be returned unopened.

2.9 Withdrawal or Revision of Proposal Prior to and After Submittal Deadline

- A. Once a proposal has been submitted to the City Clerk by the Proposal Submittal Deadline, it shall not be returned to the proposer.
- B. The withdrawal, modification or correction of a proposal after it has been submitted to the City shall constitute a breach by the proposer.

2.10 Proposal Guarantee

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

2.11 Multiple Proposals Prohibited

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. Reasonable grounds for believing that a proposer is involved in more than one proposal for the same work shall be cause for rejection of all proposals in which such proposers are believed to be involved. In addition, a single proposal from more than one individual, firm, partnership, corporation or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary proposer or shall be combined into a single legal entity. The City shall only consider one proposal from one proposer.

2.12 Additional Terms and Conditions

No additional terms and conditions submitted by a proposer shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP or the Agreement.

2.13 Interpretations and Inquiries

- A. Submission of a proposal shall serve as prima facie evidence that the proposer has examined the Agreement and is fully aware of all conditions affecting the provision of services.
- B. No person is authorized to give oral interpretations of, or make oral changes to, the RFP or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.

Any interpretation of, or changes to, the RFP or the Agreement shall be made in the form of a written addendum to the RFP or the Agreement and shall be furnished by the City to all proposers who attend the mandatory pre-proposal conference. Only those interpretations of, or changes to, the RFP or the Agreement that are made in writing and furnished to the proposers by the City may be relied upon.

2.14 Assignment; Non-transferability of Proposal

- A. Proposals shall not be assigned or transferred. A proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The City Manager shall determine whether a proposal is to be disqualified in such instances.
- B. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of proposer, or the sale of a controlling interest in the proposer, or any similar transaction, the proposer shall immediately disclose such information to the City. Failure to do so may result in the proposal being disqualified, at the City's sole discretion.

2.15 The City's Exclusive Rights

- A. City reserves the exclusive rights to:
 - 1. Waive any deficiency or irregularity in the selection process.
 - 2. Accept or reject any or all qualification statements in part or in whole.
 - 3. Request additional information as appropriate.
 - 4. Reject any or all submittals if found not to be in the best interest of the City.
 - 5. Award all or a portion of the services set forth in the Agreement as determined to be in the best interest of the City.
 - 6. Award the Agreement to one or more than one proposer as determined to be in the best interest of the City.
- B. In the event of a sole proposal, the City reserves the right to reject the sole proposal.

- C. By submitting a proposal, the proposer acknowledges and agrees that no enforceable agreement arises until the City signs the Agreement, and no action shall lie to require the City to sign the Agreement at any time. The proposer waives all claims to damages, lost profits, costs, expenses, reasonable attorneys' fees, etc., as a result of the City not signing the Agreement.

2.16 Public Records

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and shall state the reasons why such exclusion from public disclosure is necessary and legal.

The City reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

2.17 Public Entities Crime

- A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal to provide any goods or services to the City and may not transact business with the City in an amount set forth 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.
- B. By submitting a response, the proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

2.18 Insurance Requirement

Within 14 calendar days of the date of the notice of intent to consider award of agreement by the City Commission, the proposer shall furnish to the City, proof of insurance as required herein.

2.19 Protest Procedures

- A. Standing: Parties that are not actual proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- B. Protest of Failure to Qualify: Upon notification by the City that a proposer is deemed non-responsive and/or non-responsible, the proposer who is deemed non-responsive and/or non-responsible may file a protest with the City Clerk by close of business on the third business day after notification (excluding the day of notification) or any right

to protest is forfeited. The City Hall hours are as follows:

Monday-Thursday from 8:00 a.m. to 5:30 p.m. & Friday from 8:00 a.m. to 3:00 p.m.

- C. Protest of Award of Agreement: After a notice of intent to consider award of agreement is posted, a proposer who is aggrieved in connection with the pending award of the Agreement or any element of the process leading to the award of the Agreement may file a protest with the Office of the City Clerk by close of business on the third business day after posting (excluding the day of posting) or any right to protest is forfeited. A notice to consider rejecting all proposals is subject to the protest procedure.
- D. Content and Filing: The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the Office of the City Clerk. The official clock at City Hall reception desk shall govern.
- E. Protest Bond: A proposer filing a protest of failure to qualify and/or a protest of award of agreement shall simultaneously provide a protest bond to the City in the amount of \$10,000 or 2% of the proposal value, whichever is greater, for each protest. If the protest is decided in the protester's favor, the entire protest bond shall be returned to the protester. If the protest is not decided in the protester's favor, the protest bond shall be forfeited to the City. The protest bond shall be in the form of a cashier's check.
- F. Protest Committee: The Protest Committee shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission or the Selection Committee shall serve on the Protest Committee. Each Protest Committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the Protest Committee. The meeting of the Protest Committee shall be open to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the Agreement, or such other time as determined by the City Commission.
- G. Stay of Award of Agreement or RFP Process: In the event of a timely protest, the City Manager shall stay the award of the Agreement or the RFP process unless the City Manager determines that the award of the Agreement without delay or the continuation of the RFP process is necessary to protect any substantial interest of the City. The continuation of the RFP process or award under these circumstances shall not preempt or otherwise affect the protest.

H. Appeals to City Commission: Any actual proposer who is aggrieved by a determination of the Protest Committee may appeal the determination to City Commission by filing an appeal with the Office of the City Clerk by close of business on the third business day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Office of the City Clerk.

I. Failure to File Protest: An actual proposer that does not formally protest or appeal in accordance with this Section shall not have standing.

2.20 Cone of Silence

A. Pursuant to Section 32.10 of City Code, there shall be no communication related to this RFP between proposers, including any lobbyist or any other person on behalf of proposers, and any member of City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.

B. The cone of silence shall not apply to written or oral communications with legal counsel for the City.

C. This Section shall not prohibit any person from:

1. Making public presentations to the Selection Committee or Protest Committee or to the City Commission, during any public meeting relating to this RFP.
2. Engaging in any negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting.
3. Communicating in writing with the person designated in this RFP as the Technical Advisor for clarification or information related to this RFP or the Agreement. The written communication, including any response thereto, shall be provided to any proposer that has submitted a proposal.
4. A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all proposals, or the taking of other action that ends this RFP solicitation.
5. Any action in violation of this Section may be cause for disqualification of the proposer. The determination of a violation and/or disqualification shall be made by the City Commission.

2.21 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a Proposer is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the Proposer is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- B. if \$1 million or more and the Proposer is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the Proposer is engaged in business operations in Cuba or Syria.

2.22 Examination of Conditions

It shall be the Proposer's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the City for the Proposer's failure to do so.

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SECTION 3

EVALUATION OF THE PROPOSAL

3.1 Selection Committee

Proposals submitted shall be evaluated by the Selection Committee. The Selection Committee shall convene at a publicly noticed meeting to review submissions, rank and evaluate the proposals, and provide a recommendation for award. Each Selection Committee Member and the Technical Advisor shall complete and execute an independence affidavit.

3.2 Qualification Evaluation

- A. The evaluation of proposals and the determination of responsiveness and responsibility shall be the responsibility of the Selection Committee. Such determination shall be based on information furnished by the proposer, as well as other information reasonably available to the City.
- B. The Selection Committee shall examine the documentation submitted in the proposal to determine the responsiveness of each proposer. Failure to provide the required information may disqualify any such proposal as non-responsive and such proposal may not be considered. The Selection Committee may disqualify any proposers that make exaggerated or false statements.
- C. The Selection Committee may make such investigations as it deems necessary to determine the responsibility and ability of the proposer and the proposer shall furnish the City all such information for this purpose as the City may request before and during the proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all proposers, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all proposers. The Selection Committee may reject a proposer or qualify a proposer.

3.3 Responsiveness

The factors to be considered in determining the responsiveness of each proposer include but are not limited to the following:

- A. Completion, accuracy and submission of all required documentation.
- B. Compliance with all requirements of the RFP, including adherence to all RFP instructions.
- C. Consistency of the offered goods or services as set forth in the Agreement.
- D. Accuracy of mathematical calculations.

3.4 Responsibility

The factors to be considered in determining the responsibility of a proposer shall include but not be limited to the following:

- A. Proposers past experience and performance.
- B. Financial ability to perform the services described in the Agreement. Proposers must demonstrate financial stability. Proposers shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

- 1. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;

OR

- 2. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, proposer may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

- C. The financial statements requested are developed into nine financial ratios which include the following:
 - 1. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.
 - 2. Working Capital - measures liquid assets that provide a safety cushion to creditors.
 - 3. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.
 - 4. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).
 - 5. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.

6. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
7. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
8. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
9. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

***Proposers will only be compared to other firms that submit a proposal, to determine relative positions of financial ability and stability. ***

- D. Litigation history
- E. The scope and content of any investigations, reports or audits relating to, or communications with, the proposer that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.
- F. Whether the proposer has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- G. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.
- H. Whether the proposer or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

3.5 Evaluation Process

- A. The Selection Committee shall convene at a publicly noticed meeting and collectively discuss and review the proposals. Each member of the Selection Committee shall evaluate and rank each proposal in each of the categories listed in this section and compute a final ranking. The Selection Committee Chairperson shall tally the final rankings, and announce the final total ranking. A sample of the ranking form used by the Selection Committee is included in this Section.
- B. Proposals shall be evaluated and ranked based on the following categories, which shall be weighted equally.

1. Proposer's financial ability to perform the services described in the Agreement.
 2. Qualifications of the proposer's personnel and the type, quality and quantity of equipment currently owned by the proposer to be utilized to perform the services pursuant to this RFP and Agreement.
 3. Proposer's cost based on Exhibit B - Fee Schedule.
 4. Proposers experience and performance on comparable contracts providing standby generators maintenance services to units of similar features, complexity and size as those owned and managed by the City.
- C. The Selection Committee may interview some or all of the proposers. During the evaluation process, the Selection Committee may request any or all proposers to make oral presentations. Based on the final rankings resulting from the process described above, the Selection Committee will make a recommendation for award of the Agreement.
- D. In the event of a tie, the City shall break the tie by drawing lots at a publicly noticed meeting.

3.6 Award

Following notification of the firm(s) selected, the City Commission may authorize the appropriate City official to execute an agreement with the top ranked proposer, and if determined to be in the best interest of the City, any additional proposers, in order of rank.

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SAMPLE RANKING FORM

Evaluation Criteria	Firm #1	Firm #2	Firm #3	Firm #4
A. Proposer's financial ability to perform the services described in the Agreement.				
B. Qualifications of the Proposer's personnel and the type, quality and quantity of equipment currently owned by the proposer to be utilized to perform the services pursuant to this RFP and Agreement.				
C. Proposer's total cost of services as provided in the Exhibit B - Fee Schedule Table.				
D. Proposers experience and performance on comparable contracts providing standby generators maintenance services to units of similar features, complexity and size as those owned and managed by the City.				
Total				
Ranking				

SECTION 4

PROPOSAL SECURITY

4.1 Proposal Security

- A. Simultaneous with the delivery of an executed proposal to the City, the proposer shall furnish to the City a proposal security in the minimum amount of \$5,000.00 or 5% of the total proposal cost, whichever is greater, as security for the faithful execution of an agreement with the City, in the event of such award by the City Commission. Failure by the successful proposer to execute an agreement, to furnish a performance & payment bond and/or to furnish certificates of insurance in the minimum amounts specified in the Agreement, within 14 calendar days of the date of the notice of award by the City Commission, shall be deemed as a breach of the Agreement by the proposer, may result in forfeiture of the proposal security, and may result in cancellation of the award of the Agreement. If the City determines that the Agreement, required bonds, or any other requested items are not properly executed, completed or provided, the City shall notify the proposer of such deficiency, after which the proposer shall have seven calendar days to cure such deficiency. Failure to do so shall be deemed as a breach of the Agreement and shall result in forfeiture of the proposal security and cancellation of the award of the Agreement. Such forfeiture shall be considered not as a penalty, but as liquidation for damages sustained. Award may then be made to the next ranked proposer, or all proposals may be rejected.
- B. The proposal security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank authorized to do business in the State of Florida, or a proposal bond issued by a surety meeting the qualifications stated in this Section. The cashier's check or proposal bond shall be attached to Proposal Form 9. The proposal security shall be returned subsequent to execution of the Agreement by the successful proposer and the appropriate City official.
- C. Qualifications of Surety: Surety companies issuing proposal bonds shall fulfill each of the following provisions, and the proposer shall provide evidence to document such fulfillment:
 - 1. The surety company is licensed to do business in the State of Florida.
 - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
 - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.

5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
7. The bond shall be issued by a Florida resident agent.
8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify City.

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SECTION 5
PROPOSAL FORMS

The forms located in this section of the RFP shall be included in the sealed proposal and shall be unaltered. Forms not completed in full may result in disqualification.

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FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:

2. Principal Business Address, Phone and Fax Numbers & Email Address:

3. Principal Contact Person(s):

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):

 - A. If a corporation, in what state incorporated: _____
 - B. Date Incorporated: _____
 - C. If a joint Venture or Partnership, date of Agreement: _____
 - D. Name and address of all partners (state whether general or limited partnership):

 - E. If other than a corporation or partnership, describe organization and name of principals. _____

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

Name

Title

_____	_____
_____	_____
_____	_____

6. Indicate the number of years of experience in providing the type of services or work as requested by this RFP. _____

7. List all entities participating in this Agreement (including subcontractors if applicable):

	Name	Address	Title
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

8. Outline specific areas of responsibility for each entity listed in Question 7.

A.	_____
B.	_____
C.	_____
D.	_____

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

9. County or municipal business tax receipt number (attach copies):
County: _____
Municipal: _____
10. Have you ever failed to complete any work awarded to you?
Yes ____ No ____ If yes, attach a separate sheet of explanation.
11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes ____ No ____ If yes, attach a separate sheet of explanation.
12. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes ____ No ____ If yes, attach a separate sheet of explanation.
13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes ____ No ____ If yes, attach a separate sheet of explanation.
14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes ____ No ____ If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes ____ No ____ If yes, attach a separate sheet of explanation.

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
- Yes ____ No ____ If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
- Yes ____ No ____ If yes, attach a separate sheet of explanation.
18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
- Yes ____ No ____ If yes, attach a separate sheet of explanation.
19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
- Yes ____ No ____ If yes, attach a separate sheet of explanation.
20. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
- Yes ____ No ____ If yes, attach a separate sheet of explanation.
21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- Yes ____ No ____ If yes, attach a separate sheet of explanation.

Figure 1 displays a sequence of 16 diagrams illustrating the evolution of a rectangular domain under a reaction-diffusion process. The diagrams are arranged in two columns of eight. The left column shows the initial state with a uniform distribution of species. The right column shows the state after a perturbation, where the domain has split into two regions. The diagrams are labeled with 'a' through 'p' and 'q' through 'v'.

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[illegible]

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[illegible]

The figure consists of 18 vertically stacked contour plots, each representing a different time step \$t\$ from 0 to 1. Each plot has an x-axis labeled from -1 to 1 and a y-axis labeled from 0 to 0.001. The plots show the probability density function \$p(x)\$ as a function of position \$x\$. At \$t=0\$, there is a sharp, narrow peak centered at \$x=0\$. As time progresses, this peak broadens and its maximum height decreases, illustrating the diffusion process.

[illegible][illegible]

FORM 2
PERSONNEL

For all principals of proposer and key personnel providing services sought in the RFP or Agreement, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format, however, additional information may be provided at the option of proposer.

-
- A. Name & title
- B. Years experience with:
This company
Other similar companies
- C. Education:
Degree(s)
Year and specialization

Certificates
Year and specialization
- D. Professional references: (List a minimum of three)
- E. Other relevant experience and Qualifications
- F. Attach applicable licenses for each individual performing service pursuant to this Agreement.

FORM 2A

CONTRACTOR'S EQUIPMENT LIST

CONTRACTOR shall provide a comprehensive list of all relevant equipment currently owned.

Item#	Title or Description of Equipment	Quantity	Owned/Leased
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

FORM 3
REFERENCES

Proposer shall provide a minimum of three references for providing Standby Generator Maintenance Services to units of similar features, complexity and size as those owned and managed by the City.

1. Name of company: _____
Address: _____

Phone number: _____
Email address: _____
Principal contact person(s): _____

Year contract initiated and terminated: _____

2. Name of company: _____
Address: _____

Phone number: _____
Email address: _____
Principal contact person(s): _____

Year contract initiated and terminated: _____

3. Name of company: _____
Address: _____

Phone number: _____
Email address: _____
Principal contact person(s): _____

Year contract initiated and terminated: _____

FORM 4

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested in the Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Print Name

Title

Date _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ as _____
(Name of person acknowledging) (Title)
for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 5

DRUG-FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that
_____ does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's 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 contractual services described in the RFP document 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 contractual services described in the RFP or the Agreement, 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 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 such 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.

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

[illegible]

Date _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____ as _____
(Name of person acknowledging) (Title)

for _____
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 6

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

Figure	Figure Description
Figure 1	Flowchart illustrating the study design and participant flow.
Figure 2	Bar chart showing the distribution of participants across different age groups.
Figure 3	Line graph showing the change in serum ferritin levels over time for different groups.
Figure 4	Scatter plot showing the relationship between serum ferritin levels and iron intake.
Figure 5	Bar chart showing the distribution of participants across different iron intake levels.
Figure 6	Line graph showing the change in serum ferritin levels over time for different iron intake levels.
Figure 7	Scatter plot showing the relationship between serum ferritin levels and iron intake, adjusted for age and sex.
Figure 8	Bar chart showing the distribution of participants across different iron intake levels, adjusted for age and sex.
Figure 9	Line graph showing the change in serum ferritin levels over time for different iron intake levels, adjusted for age and sex.
Figure 10	Scatter plot showing the relationship between serum ferritin levels and iron intake, adjusted for age, sex, and BMI.
Figure 11	Bar chart showing the distribution of participants across different iron intake levels, adjusted for age, sex, and BMI.
Figure 12	Line graph showing the change in serum ferritin levels over time for different iron intake levels, adjusted for age, sex, and BMI.
Figure 13	Scatter plot showing the relationship between serum ferritin levels and iron intake, adjusted for age, sex, BMI, and physical activity.
Figure 14	Bar chart showing the distribution of participants across different iron intake levels, adjusted for age, sex, BMI, and physical activity.
Figure 15	Line graph showing the change in serum ferritin levels over time for different iron intake levels, adjusted for age, sex, BMI, and physical activity.

Date _____

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 7

ACKNOWLEDGMENT OF ADDENDA

The proposer hereby acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the RFP or the Agreement. In the event the proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

FORM 8

CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is _____ of _____, the proposer that has submitted the attached proposal;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
- C. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

Figure 1 illustrates the steps of the algorithm. The diagrams show a sequence of operations on a set of elements, represented by letters. The steps are as follows:

- Initial state: A set of elements $\{x, y, z, w, v, u, t, s, r, q, p, o, n, m, l, k, j, i, h, g, f, e, d, c, b, a\}$ is shown.
- Step 1: Element x is moved to position y .
- Step 2: Element y is moved to position z .
- Step 3: Element z is moved to position w .
- Step 4: Element w is moved to position v .
- Step 5: Element v is moved to position u .
- Step 6: Element u is moved to position t .
- Step 7: Element t is moved to position s .
- Step 8: Element s is moved to position r .
- Step 9: Element r is moved to position q .
- Step 10: Element q is moved to position p .
- Step 11: Element p is moved to position o .
- Step 12: Element o is moved to position n .
- Step 13: Element n is moved to position m .
- Step 14: Element m is moved to position l .

The figure consists of 18 subplots arranged in a grid, labeled (a) through (r). Each subplot shows the probability distribution $P(x)$ versus position x . The x-axis for all plots ranges from -10 to 10, and the y-axis ranges from 0 to 0.001. The subplots are labeled with their corresponding time values t :

- (a) $t = 0$: A single sharp peak at $x = 0$.
- (b) $t = 10$: The peak begins to broaden.
- (c) $t = 20$: The peak is wider and lower.
- (d) $t = 30$: The peak starts to split.
- (e) $t = 40$: Two distinct peaks emerge.
- (f) $t = 50$: The two peaks are more pronounced.
- (g) $t = 60$: Peaks continue to move outward.
- (h) $t = 70$: Peaks are well-separated.
- (i) $t = 80$: Peaks are further apart.
- (j) $t = 90$: Peaks are near the boundaries.
- (k) $t = 100$: Peaks are at the extreme edges of the domain.
- (l) $t = 110$: Peaks have reached the boundaries.
- (m) $t = 120$: Peaks are reflected back inward.
- (n) $t = 130$: Peaks move toward the center.
- (o) $t = 140$: Peaks meet at the center.
- (p) $t = 150$: A single central peak forms.
- (q) $t = 160$: Peak remains at the center.
- (r) $t = 170$: Final state with a central peak.

Figure 1 illustrates the steps of the algorithm, showing a sequence of operations on a set of elements. The elements are represented by letters (a-z) and are arranged in a grid. The steps are numbered 1 through 14, showing the progression of the algorithm. The elements are moved and rearranged in a specific pattern, with arrows indicating the direction of movement. The final state shows the elements in a different arrangement compared to the initial state.

Figure 1 illustrates the steps of the algorithm, showing a sequence of operations on a rectangular region. The steps are labeled 1 through 14, and each step shows a different configuration of the region, with labels indicating the current state of the variables $x, y, z, w, v, u, t, s, r, q, p, o, n, m, l, k, j, i, h, g, f, e, d, c, b, a$.

The figure consists of 15 vertically stacked diagrams, each representing a step in an algorithm. The diagrams are labeled as follows from top to bottom:

- Diagram 1: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 2: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 3: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 4: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 5: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 6: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 7: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 8: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 9: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 10: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 11: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 12: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 13: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 14: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.
- Diagram 15: A rectangle with labels $\mathcal{F}_1$ (top), $\mathcal{F}_2$ (bottom), $\mathcal{F}_3$ (left), and $\mathcal{F}_4$ (right). Arrows point from the top and bottom labels to the left and right labels.

The figure consists of 18 subplots arranged in a grid, labeled (a) through (r). Each subplot shows the probability distribution $P(x)$ versus position x . The x-axis for all plots ranges from -10 to 10, and the y-axis ranges from 0 to 0.001. The subplots are labeled with their corresponding time values t :

- (a) $t = 0$: A single sharp peak at $x = 0$.
- (b) $t = 10$: The peak begins to broaden.
- (c) $t = 20$: The peak broadens further.
- (d) $t = 30$: The peak broadens further.
- (e) $t = 40$: The peak broadens further.
- (f) $t = 50$: The peak broadens further.
- (g) $t = 60$: The peak broadens further.
- (h) $t = 70$: The peak broadens further.
- (i) $t = 80$: The peak broadens further.
- (j) $t = 90$: The peak broadens further.
- (k) $t = 100$: The peak broadens further.
- (l) $t = 110$: Two distinct peaks appear, one near $x = -10$ and one near $x = 10$.
- (m) $t = 120$: The two peaks are more pronounced.
- (n) $t = 130$: The two peaks are more pronounced.
- (o) $t = 140$: The two peaks are more pronounced.
- (p) $t = 150$: The two peaks are more pronounced.
- (q) $t = 160$: The two peaks are more pronounced.
- (r) $t = 170$: The two peaks are more pronounced.

FORM 9
PROPOSAL SECURITY

ATTACH CASHIER'S CHECK OR PROPOSAL BOND

FORM 10

SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

Signature (Blue ink only)

Print Name _____

Title

Date _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____ as _____
(Name of person acknowledging) (Title)

for _____
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC
PRINT, TYPE/STAMP NAME OF NOTARY

AGREEMENT DOCUMENTS

The Agreement located in this Section for Standby Generators Maintenance Services at various City facilities is the form of the agreement that shall be utilized with the successful proposer. The City reserves the right to award or not to award the Agreement in the best interests of the City.

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CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

STANDBY GENERATORS MAINTENANCE SERVICES

AGREEMENT DOCUMENT

RFP No. 2018-08

CITY OF WESTON, FLORIDA

RFP NO. 2018-08

STANDBY GENERATORS MAINTENANCE SERVICES

INDEX

SECTION 1 TERM AND TERMINATION

SECTION 2 SCOPE OF WORK

SECTION 3 STANDARDS OF WORK

SECTION 4 STANDARDS OF CONTRACTOR

SECTION 5 STANDARDS OF LABOR & MATERIALS

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SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

SECTION 8 GENERAL CONDITIONS

SECTION 9 SPECIAL CONDITIONS

SECTION 10 EXHIBIT FORMS

AGREEMENT
AMONG THE
CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT
AND

FOR
STANDBY GENERATORS MAINTENANCE SERVICES
RFP NO. 2018-08

This Agreement is made and entered into the ____ day of _____, 2018 among the City of Weston, a Florida municipal corporation, Indian Trace Development District, Bonaventure Development District (collectively "CITY") and _____ ("CONTRACTOR") for Standby Generators Maintenance Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule
- Exhibit C: Contractor's Sub-Contractors List
- Exhibit D: Transition Plan
- Exhibit E: Performance & Payment Security

WITNESSETH:

WHEREAS, CITY solicited proposals from proposers to perform Standby Generators Maintenance Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on _____, CITY adopted Resolution No. _____, which ratified or altered the ranking of proposals for Standby Generator Maintenance Services and authorized the appropriate City officials to execute an Agreement with the number one ranked proposer _____; and

WHEREAS, City Commission has selected CONTRACTOR to perform Standby Generators Maintenance Services, on an ongoing, or as needed basis, and at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 1

TERM AND TERMINATION

1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until March 31, 2024 with one optional five (5) year renewal by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

1.2 Termination

1. This Agreement may be terminated for cause by action of the City Commission if CONTRACTOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the City Commission upon not less than 30 days written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 60 days after written notice from CONTRACTOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.
7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 10, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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SECTION 2

SCOPE OF WORK

2.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform preventive maintenance, inspection, repair services, and on-call emergency services to the City's stationary and trailer-mounted emergency generators, transfer switches, fuel delivery systems and associated parts and components in accordance with applicable Federal, State, and Local government regulations.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected CONTRACTOR(s) who shall perform the work or services. Information the CITY deems necessary in order to make a determination shall be provided by the CONTRACTOR upon request.

2.2 Level of Service – Inspection, Preventive Maintenance and Exercising

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

A list of the scheduled inspection and maintenance of stationary standby generators are listed below:

- A. January: Quarterly Inspection and Exercising
- B. April: Annual Preventive Maintenance and Exercising
- C. July: Quarterly Inspection and Exercising
- D. October: Quarterly Inspection and Exercising

A list of the scheduled inspection and maintenance of trailer-mounted standby generators for wastewater lift stations are listed below:

- E. November: Annual Inspection and Exercising
- F. May: Annual Preventive Maintenance and Exercising

2.3 Level of Service – Emergency and Non-Emergency Repairs

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

CONTRACTOR shall respond to and perform Emergency Repairs, as defined in Section 4.5, in the allowed time, to any generator listed in this RFP.

CONTRACTOR shall respond to and perform Non-Emergency Repairs, as defined in Section 4.6, in the allowed time, to any generator listed in this RFP.

2.4 List of Generators and Name Plates

The CITY reserves the right to add generators during the contract period. The price and service, should a unit of similar specification being added not already be included in the bid, shall be mutually agreed upon by the CITY and the CONTRACTOR.

A list of the standby generators is shown below in Table 2.4:

Table 2.4 Standby Generators

Location	Type	Make	Model/ KW	Fuel	Year
Public Works	Stationary	Detroit Diesel	150 KW	Diesel	2007
City Hall	Stationary	Detroit Diesel	300 KW	Diesel	2008
Admin. Services	Stationary	MTU	12V2000 /600KW	Diesel	2014
Community Center	Stationary	Katolight	60 KW	Diesel	2009
Police Service Cen.	Stationary	Katolight	250 KW	Diesel	2000
Fire Station #81	Stationary	Katolight	100 KW	Propane	1998
Fire Station #55	Stationary	Katolight	100 KW	Propane	2000
Fire Station #67	Stationary	Katolight	100 KW	Propane	1998
Indian Trace Pump Station 1	Stationary	Kohler	24KW	Natural Gas	2010
Indian Trace Pump Station 2	Stationary	Kohler	24KW	Natural Gas	2010
Bonaventure Pump 1	Stationary	Cummings	15 KW	Diesel	2009
Bonaventure Pump 2	Stationary	Cummings	15 KW	Diesel	2009
Fire Station #21 - Future	Stationary	TBD	200 KW	Diesel	
New Community Center - Future	Stationary	TBD	700 KW	Diesel	
Trailer-Mounted Lift Station Standby Generators located at Public Works	Asset ID #	Make	Model/ KW	Fuel	Year
	GM01	Detroit Diesel	60DSEJB / 62 KW	Diesel	2003
	GM02	Detroit Diesel	60DSEJB / 62 KW	Diesel	2003
	GM04	Detroit Diesel	60DSEJB / 62 KW	Diesel	2003
	GM05	Detroit Diesel	60DSEJB / 62 KW	Diesel	2003
	GM06	Detroit Diesel	60DSEJB / 62 KW	Diesel	2000
	GM07	Detroit Diesel	60DSEJB / 62 KW	Diesel	2000
	GM08	Detroit Diesel	60DSEJB / 62 KW	Diesel	2000
	GM09	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM10	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM11	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM12	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM13	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM14	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM15	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM16	Godwin Power	GHP65KW-R / 65 KW	Diesel	2006
	GM130	Generac	MMG130 / 90 KW	Diesel	2014
Trailer-Mounted Pump	GM20	Godwin Power	CD150M / 2290 GPM	Diesel	2013

A. Public Works

DETROIT DIESEL

SHEBOYGAN, WI 53081 U.S.A.

MODEL 150D8JC

SERIAL 2138484

SPEC. GM31000-GA4S

MFG DT: 01/07

SERVICE DUTY: STANDBY

HZ: 60 RPM: 1800 FUEL: DIESEL

		KW	KVA	P.F.
SINGLE PHASE		160.00	200.00	0.8
THREE PHASE				
VOLTAGE	120/240	139/240	127/220	120/240
(CODE)	(01) 1p	(01)	(01)	(01)
AMPS				
277/480	220/380	120/208	347/600	110/220
(71)	(71)	(01)	(01)	(01)
		555.00		
110/220	230/400	240/415		
(01) 1p	(71)	(71)		

B. City Hall

DETROIT DIESEL

SHEBOYGAN, WI 53081 U.S.A.

MODEL 300D8EB

SERIAL 2110829

SPEC. GM13059-GA1S

MFG DT: 08/06

SERVICE DUTY: STANDBY

HZ: 60 RPM: 1800 FUEL: DIESEL

KVA KVA P.F.

SINGLE PHASE

300.00 375.00 0.8

THREE PHASE

120/240 139/240 127/220 120/240

VOLTAGE

(01) 1p (01) (01) (01)

(CODE)

AMPS

277/480 220/380 120/208 347/600 110/220 110/190

(71)

(71)

(01)

(01)

(01)

(01)

451.00

110/220

(01) 1p

(71)

240/415

(71)

BATT. 24 V

H 40° Amb

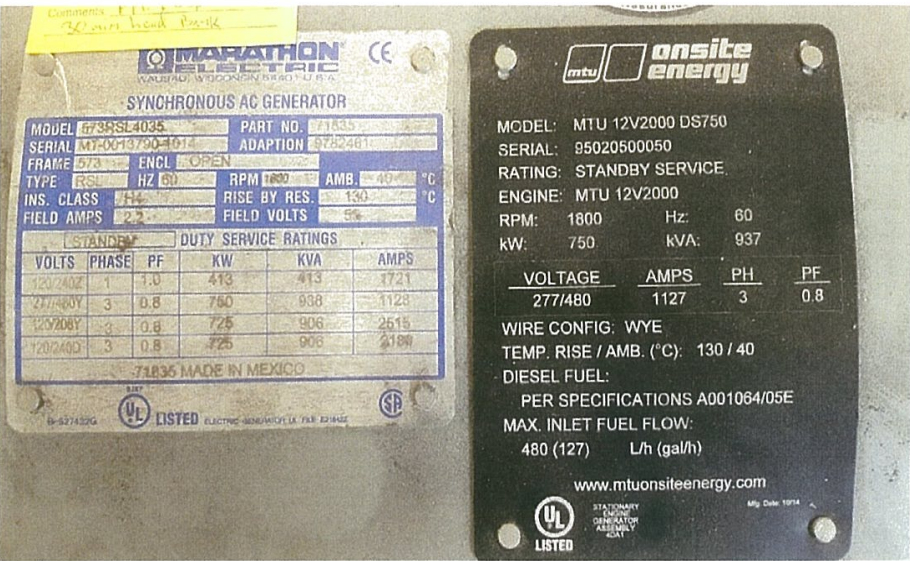
GEN. MODEL: 4813
INSUL. NEMA CLASS

MATL: 300D8EB

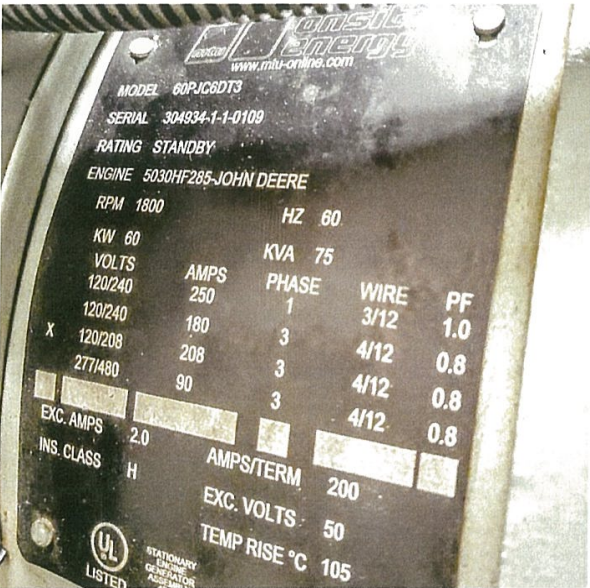
LISTED
STATIONARY EMERG
GENERATOR ASSEMB
300A

UNBALANCED LO
CAPABILITY = 100%
RATED CURRENT

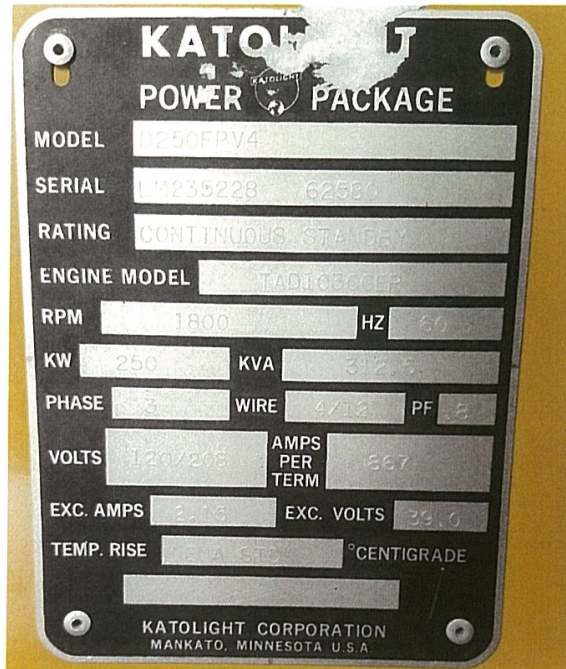
C. Administrative Services Center



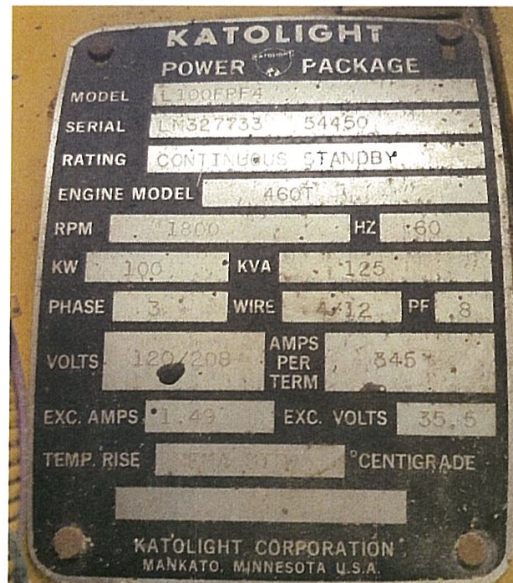
D. Community Center



E. Police Service Center



F. Fire Station #81



G. Fire Station #55

SPECTRUM™
DETROIT DIESEL
 SHEBOYGAN, WI 53083 U.S.A.

MODEL 100G8 SERIAL 0673422
 SPEC PA-193060
 SERVICE DUTY: STANDBY
 HZ: 60 RPM: 1800 FUEL: NAT GAS

	KW	KVA	P.F.
SINGLE PHASE			
THREE PHASE	100.03	125.00	0.8
VOLTAGE (CODE)	120/240 (61) 1p	130/240 (51)	127/220 (51)
AMPS			
277/480 (71)	220/380 (71)	120/208 (81)	347/600 (91)
110/220 (51) 1p	230/400 (71)	240/416 (71)	110/190 (51)

150.00
 GEN. MODEL: 489 BATT. 12 V
 INSULATION: NEMA CLASS H

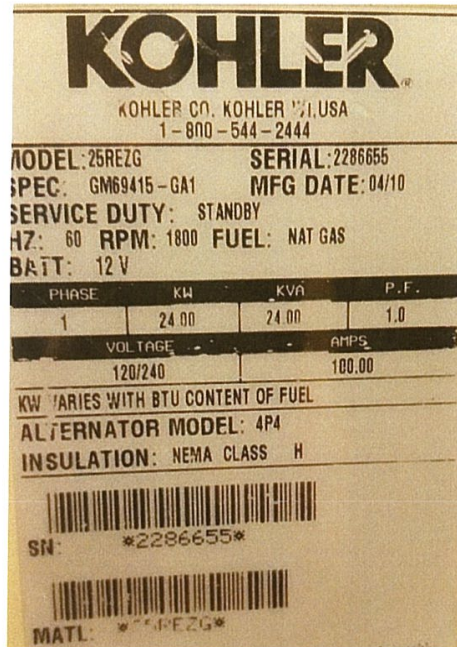
H. Fire Station #67

KATOLIGHT
POWER PACKAGE

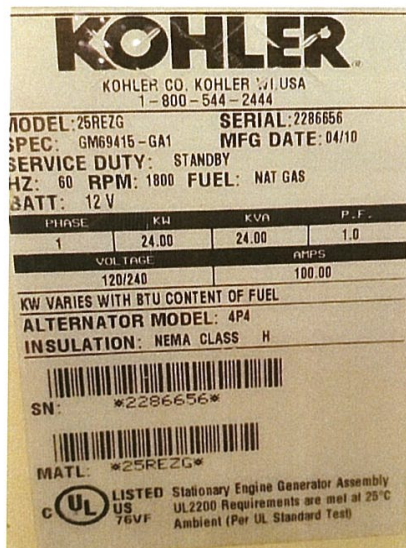
MODEL 100EPP4
 SERIAL M250082 53872
 RATING CONTINUOUS STANDBY
 ENGINE MODEL 460T
 RPM 1800 HZ 60
 KW 100 KVA 125
 PHASE 3 WIRE 4/12 PF 0.8
 VOLTS 120/208 AMPS PER TERM 345
 EXC. AMPS 155 EXC. VOLTS 360
 TEMP. RISE NEMA STD °CENTIGRADE

KATOLIGHT CORPORATION
 MANFATO, MINNESOTA U.S.A.

I. Indian Trace Pump Station #1



J. Indian Trace Pump Station #2



K. Bonaventure Pump Station #1

Model No. Model	DSKAA - 7225851			
Serial No. Serie	H080200546	Spec.	A	
IMPORTANT! Model & Serial No. Required When Ordering Parts. Model & No. Serie Requis Pour Commander Des Pieces. 99-2433				
CUMMINS POWER GENERATION 1400 73RD AVE. N.E. MINNEAPOLIS, MN 55432 U.S.A. MADE IN U.S.A.				
FREQUENCY 60 HZ				
SERVICE RATING	STANDBY		PRIME	
PHASE	1PH	3PH	1PH	3PH
RATED KW	6.7	10.0	0.0	0.0
POWER FACTOR	1.0	0.8	0.0	0.0
RATED KVA	6.7	12.5	0.0	0.0
I2 CAPABILITY	8pct			
CONNECTION	WYE			
BATTERY	VOLTS		AMPS	
12 VDC	120/ 208		34.7	
	120/ 240	27.9	30.1	
	127/ 220		32.8	
ROTATING	133/ 230		31.4	
SPEED	139/ 240		30.1	
1800RPM	240/ 416		17.3	
	255/ 440		16.4	
NOMINAL	266/ 460		15.7	
RATED	277/ 480		15	
INSUL: CLASS H AMB 40C				
FUEL: Diesel				
WIRING DIAGRAM				

L. Bonaventure Pump Station #2

Model No. Model	DSKAA - 7252948			
Serial No. Serie	J080212631	Spec.	A	
IMPORTANT! Model & Serial No. Required When Ordering Parts. Model & No. Serie Requis Pour Commander Des Pieces. 99-2433				
CUMMINS POWER GENERATION 1400 73RD AVE. N.E. MINNEAPOLIS, MN 55432 U.S.A. MADE IN U.S.A.				
FREQUENCY 60 HZ				
SERVICE RATING	STANDBY		PRIME	
PHASE	1PH	3PH	1PH	3PH
RATED KW	6.7	10.0	0.0	0.0
POWER FACTOR	1.0	0.8	0.0	0.0
RATED KVA	6.7	12.5	0.0	0.0
I2 CAPABILITY	8pct			
CONNECTION	WYE			
BATTERY	VOLTS		AMPS	
12 VDC	120/ 208		34.7	
	120/ 240	27.9	30.1	
	127/ 220		32.8	
ROTATING	133/ 230		31.4	
SPEED	139/ 240		30.1	
1800RPM	240/ 416		17.3	
	255/ 440		16.4	
NOMINAL	266/ 460		15.7	
RATED	277/ 480		15	
INSUL: CLASS H AMB 40C				
FUEL: Diesel				

M. Typical Trailer-Mounted Detroit Diesel

DETROIT DIESEL
SPECTRUM.

SHEBOYGAN, WI 53083 U.S.A.

MODEL 60D9EJB
SPEC. GM21199-GA56
SERIAL 0748973
MFG DT: 12/02

SERVICE DUTY: STANDBY
HZ: 60 RPM: 1800 FUEL: DIESEL

SINGLE PHASE		KW	KVA	P.F.
THREE PHASE		62.00	78.00	0.8
VOLTAGE (CODE)	120/240 (61) 1p	130/240 (61)	127/220 (61)	120/240 (01)
AMPS				
277/480 (71)	220/380 (71)	120/208 (01)	347/600 (01)	110/220 (01)
		215.00		
110/220 (61) 1p	230/400 (71)	240/416 (71)		

GEN. MODEL: 4P10 BATT. 12 V
INSUL: NEMA CLASS H 40° Amb

110/190
(61)

N. Typical Trailer-Mounted Godwin Power

godwin pumps
856.467.3636
www.godwinpumps.com

Model
GHP65KW-R

Serial Number
063185

kg lbs
1910 4210

rpm hz amb temp.
1800 60 40 deg C

RATING: ☒ CONT. ☐ STAND BY

3 Phase		1 Phase	
KVA	80	KW	55
V	208/480	V	240
A	222/96	A	229

LR-114630-1

FOR ELECTRICAL EQUIPMENT ONLY. POUR MATERIEL ELECTRIQUE SEULEMENT.

O. Trailer Mounted Generac

Manufactured by Magnum Power Products, LLC.,
a subsidiary of Generac Power Systems, Inc.
(920) 361-4442 (800)926-9768

Country of Origin	Model	Serial Number
USA	MMG130	1409122
Manufacturing Code	Weight (lbs/kg)	RPM/Frequency
MMG130D-0094	7930/ 3597	1800 /60
1 ph. 1.0PF	3 ph. 0.8PF	3ph. 1.0PF
KW 90	98	98
KVA 90	122	98
V 240	480/208	480/208
A 375	147/339	117/272
Rating		Ins. Class
CONTINUOUS		H

FOR ELECTRICAL EQUIPMENT
ONLY. POUR MATERIAU
ELECTRIQUE SEULEMENT.
2016-01
Form SEC-0111

P. Godwin Portable By-Pass Pump



2.5 Proposals for Generators Groups

CONTRACTOR must offer price proposal on Exhibit B for the maintenance of all generator groups listed below.

- A. Public Works Services Center stationary generator.
- B. City Hall stationary generator.
- C. Administrative Services Center stationary generator.
- D. Community Center stationary generator.
- E. Police Services Center stationary generator.
- F. Fire Stations #81, #67 and #55 stationary generators.
- G. Indian Trace Pump Stations #1 and #2 stationary generators
- H. Bonaventure Pump Stations #1 and #2 stationary generators.
- I. Fire Station #21 and New Community Center future stationary generators.
- J. All Trailer-Mounted mobile generators for lift stations (Total 16 units).

CONTRACTOR must offer price proposal on Exhibit B for technician's labor rate and materials mark-up or discount percentage.

CONTRACTOR must offer price proposal on Exhibit B for diesel and gasoline fuel testing and cleaning.

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SECTION 3

STANDARDS OF WORK

3.1 Project Intent

A. Schedule of Work:

1. On the first business day of each month, the CITY shall furnish to the CONTRACTOR a list of Work Orders to be considered for completion during the following month. The CONTRACTOR shall then provide to the CITY within three days a preliminary schedule of the work for the following month for review by the CITY. Upon approval by the CITY, the schedule of work shall become final.
2. CITY reserves the right to direct CONTRACTOR to rearrange the schedule at any time to meet the needs of the CITY as it deems necessary.

B. Work Standards:

1. All work shall conform to manufacturer requirements, and applicable standards for equipment, procedures, precautions and qualifications established by, including but not limited to:
 - A. The latest National Electrical Manufacturers Association standards (NEMA),
 - B. National Fire Protection association (NFPA Standards section seventy (70) and one hundred ten (110),
 - C. National Electric Code (NEC) sections thirty (30), thirty seven (37), seventy (70), ninety nine (99) and one hundred ten (110), (this includes fuel storage),
 - D. Underwriter Laboratories (UL) code two thousand two hundred, (2200) and one hundred forty two (142),
 - E. All applicable State & Local Building and Electrical codes.
2. Work shall be planned, organized, and conducted so that productivity can be maintained despite occasional, unanticipated hardships or conflicts such as (but not limited to) inclement weather, equipment failures, access limitations, user conflicts, etc.
3. Crews shall have contingency plans for daily scheduled work in the event of hardship or access limitations as outlined above.

4. In the event of a conflict that prevents a work crew from conducting regular scheduled work, CITY shall be notified by 10:00 am and the contingency plan shall be implemented if CONTRACTOR and CITY agree.

3.2 Annual Preventive Maintenance and Exercising of Stationary Standby Generators

CONTRACTOR shall perform the following tasks and provide a list of suggested corrective actions as needed along with an estimated cost of repair to ensure safety and render the standby generator fully operational.

A. Lubrication System

1. Replace engine oil with new oil as recommended by the manufacturer.
2. Replace all engine oil filters with new original equipment manufacturer (OEM) recommended filter.
3. Remove, inspect and clean crankcase breather.

B. Cooling System

1. Inspect radiator cores for deterioration and contamination build up.
2. Check radiator cap and inspect seal.
3. Check radiator hoses for brittleness, cracking and weakness.
4. Check all hose clamps, tighten as needed.
5. Check fan and alternator belt for proper tension and condition, and adjust as needed.
6. Drain and replace engine coolant.
7. Replace engine coolant filters with new OEM.

C. Fuel System

1. Inspect day tank piping.
2. Verify operation of fuel transfer system.
3. Replace all fuel filters with new OEM.
4. Inspect and repair leaks, loose nuts and bolts, and all fuel lines and connections.

D. Exhaust System

1. Inspect silencer piping and flex for cracks and excessive corrosion.
2. Verify free movement of rain cap.
3. Inspect all hangers and supports for tightness and structural integrity.
4. Check exhaust manifold for leaks at gaskets and connections.
5. Check silencer for leaks and excessive noise.

E. Air Intake System

1. Check inlet piping, seals, gaskets and connections. Tighten as needed.

2. Replace air cleaner element with OEM.
3. Inspect turbo charger for free rotation, excessive noise and oil leaks.

F. Battery and Charging System

1. Check electrolyte level in accordance with battery manufacturer specifications and replenish if needed.
2. Test specific gravity of electrolyte and correct if necessary.
3. Check battery Terminal, treat for corrosion and torque accordingly.
4. Perform load test utilizing battery manufacturer approved procedures and record battery age. Recommend replacement of battery if load test result is undesirable or age is beyond expected life.
5. Visually inspect electrical cables and condition. Clean, secure and repair as needed.
6. Verify operation of battery trickle charger.

G. Prime Mover (Engine Not Running)

1. Inspect all engine wiring, harness and connections.
2. Check and tighten mounting hardware.
3. Inspect vibration damper hardware and components.
4. Inspect all fuel, lubrication, and coolant lines for security and leaks.
5. Inspect all control linkages for freedom of movement.
6. Document hours listed on engine run time.

H. Generator

1. Inspect rotor, stator, exciter field and armature windings, connections and hardware for cleanliness and fraying.
2. Inspect bearings for overheating and grease as necessary.
3. Verify security of mounts, flex plates and covers. Torque if necessary.
4. Inspect condition of insulation and connections for all leads including grounding.
5. Inspect condition of control panel and mounts.

I. System Operation (Engine Running)

1. Check for unusual noise and vibration.
2. Inspect system for fuel, coolant and lubricant leak.
3. Inspect exhaust system for opacity and wet stacking.
4. Verify that oil pressure and coolant temperature are within expected ranges after five minutes of continuously running engine.
5. Verify proper operation of all instruments and indicators on control panel.
6. Verify output frequency and balance of phase voltages.
7. Test and verify the operation of all safety shutdowns.
8. Check all remote annunciators & alarms.

J. Resistive Load Bank Test

The Contractor shall perform a two (2) hour load bank test during the Annual Preventative Maintenance and Exercising. Each unit will be load bank tested utilizing equipment provided by the Contractor. Each unit shall be load bank tested at 25% of nameplate rating for 30 minutes, followed by 50% of nameplate rating for 30 minutes, followed by 100% of nameplate rating for 60 minutes, for a total of two continuous hours.

All load bank cables must be UL Listed, for outdoor use.

Contractor shall establish separate ground rods temporarily if an equipment safety ground is not adequate.

If the unit has to be shut off due to a performance issue, repair or performance issue shall be addressed and the test rescheduled.

The following are the minimum accepted items to be recorded every fifteen (15) minutes from the start of the test. Contractor shall make system adjustments to attain desirable values.

1. Alternating Current Voltage (ACV): Each of the three phases.
2. Alternating Current (AC) Amperage: Each of the three phases.
3. Alternating Current Frequency: Hertz.
4. Kilowatt of load: KW.
5. Oil Pressure: Record current and advise of the published original equipment manufacturers (OEM) specifications.
6. Coolant Temperature – Record current and advise of the manufacturers specifications.
7. Battery Charger/Alternator – Record current and advise of the manufacturers specifications.
8. Exhaust Opacity – No darker than Number one (1) on Ringelmann Chart or twenty percent (20%) for more than ten (10) seconds.
9. Exhaust Back Pressure – Record current and advise of the manufacturers specifications.
10. Exhaust Temperature – Record exhaust temperature using calibrated infrared laser device at exhaust outlet point prior to exhaust flex. Record current and advise of the manufacturers specifications.
11. Radiator Temperature – Record outlet and inlet temperatures using calibrated infrared laser.
12. Vibration – record any abnormal vibration; any excessive vibration that identified shall be cause for termination of test.
13. Unusual Noise – Record any unusual noise; if it cannot be easily identified this shall be cause for termination of test.
14. Ambient Temperature – Record.

K. Automatic Transfer Switch and Building Load

1. Generator must be run with building load for at least 2 hours.
2. Verify operation of status indicator lamps and replace as required.
3. Verify operation of all digital and analog displays.
4. Test operation of the ATS by performing transfer test and verify proper operation in automatic mode.

5. Test operation of the ATS by performing transfer test and verify proper operation in manual mode.
6. Record settings for unacceptable power switch-over caused by undervoltage.
7. Where monitoring exists, record settings for unacceptable power switch-over caused by overvoltage, over/under frequency, loss of phase, and voltage imbalance.
8. Record setting, verify operation and record actual time delay to start generator.
9. Record setting, verify operation and record actual time delay to transfer to generator supply.
10. Record setting, verify operation and record actual time delay to retransfer to utility supply.
11. Record setting, verify operation and record actual time delay to stop generator.
12. Verify operation of automatic Exerciser.

L. Generator Room and Environment

1. Record state of generator room door before start of service: Should be securely closed.
2. Verify that generator room door is securely closed after completion of service.
3. Record all instances of out of place objects in generator room.
4. Clean all spills and remove all waste resulting from service.
5. Record condition of generator room including floor and vents.
6. Record condition of equipment such as excessive dust and stripping paint.

3.3 Quarterly Inspection and Exercising of Stationary Standby Generators

CONTRACTOR shall perform the following tasks and provide a list of suggested corrective actions as needed along with an estimated cost of repair to ensure the safety render the standby generator fully operational.

A. Lubrication System

1. Check engine oil condition. If current condition is undesirable, record engine run hours and advise engine oil replacement.
2. Verify oil level is appropriate as indicated by dipstick located on engine. Add oil if necessary.
3. Remove, inspect and clean crankcase breather.

B. Cooling System

1. Check level of coolant in radiator and recovery bottle/tank, refill as needed.
2. Inspect radiator cores for deterioration and contamination build up.
3. Check radiator cap and inspect seal.
4. Check radiator hoses for brittleness, cracking and weakness.
5. Check all hose clamps, tighten as needed.

6. Check fan and alternator belt for proper tension and condition, and adjust as needed.

C. Fuel System

1. Inspect day tank piping.
2. Verify operation of fuel transfer system.
3. Inspect and repair leaks, loose nuts and bolts, and all fuel lines and connections.

D. Exhaust System

1. Inspect silencer piping and flex for cracks and excessive corrosion.
2. Verify free movement of rain cap.
3. Inspect all hangers and supports for tightness and structural integrity.
4. Check exhaust manifold for leaks at gaskets and connections.
5. Check silencer for leaks and excessive noise.

E. Air Intake System

1. Check inlet piping, seals, gaskets and connections. Tighten as needed.
2. Check air cleaner element status indicator. Advise replacement if required.
3. Inspect turbo charger for free rotation, excessive noise and oil leaks.

F. Battery and Charging System

1. Check electrolyte level in accordance with battery manufacturer specifications and replenish if needed.
2. Test specific gravity of electrolyte and correct if necessary.
3. Check battery Terminal, treat for corrosion and torque accordingly.
4. Perform load test utilizing battery manufacturer approved procedures and record battery age. Recommend replacement of battery if load test result is undesirable or age is beyond expected life.
5. Visually inspect electrical cables and condition. Clean, secure and repair as needed.
6. Verify operation of battery trickle charger.

G. Prime Mover (Engine Not Running)

1. Inspect all engine wiring, harness and connections.
2. Check and tighten mounting hardware.
3. Inspect vibration damper hardware and components.
4. Inspect all fuel, lubrication, and coolant lines for security and leaks.
5. Inspect all control linkages for freedom of movement.
6. Document hours listed on engine run time.

H. Generator

1. Inspect rotor, stator, exciter field and armature windings, connections and hardware for cleanliness and fraying.
2. Inspect bearings for overheating and grease as necessary.
3. Verify security of mounts, flex plates and covers. Torque if necessary.
4. Inspect condition of insulation and connections for all leads including grounding.
5. Inspect condition of control panel and mounts.

I. System Operation (Engine Running)

1. Check for unusual noise and vibration.
2. Inspect system for fuel, coolant and lubricant leak.
3. Inspect exhaust system for opacity and wet stacking.
4. Verify that oil pressure and coolant temperature are within expected ranges after five minutes of continuously running engine.
5. Verify proper operation of all instruments and indicators on control panel.
6. Verify output frequency and balance of phase voltages.
7. Test and verify the operation of all safety shutdowns.
8. Check all remote annunciators & alarms.

J. Resistive Load Bank Test

The Contractor shall perform a thirty (30) minutes load bank test during the Quarterly Inspection and Exercising. Each unit will be load bank tested at 100% of nameplate rating utilizing equipment provided by the Contractor.

All load bank cables must be UL Listed, for outdoor use.

Contractor shall establish separate ground rods temporarily if an equipment safety ground is not adequate.

If the unit has to be shut off due to a performance issue, repair or performance issue shall be addressed and the test rescheduled.

The following are the minimum accepted items to be recorded every fifteen (15) minutes from the start of the test. Contractor shall make system adjustments to attain desirable values.

1. Alternating Current Voltage (ACV): Each of the three phases.
2. Alternating Current (AC) Amperage: Each of the three phases.
3. Alternating Current Frequency: Hertz.
4. Kilowatt of load: KW.
5. Oil Pressure: Record current and advise of the published original equipment manufacturers (OEM) specifications.
6. Coolant Temperature – Record current and advise of the manufacturers specifications.
7. Battery Charger/Alternator – Record current and advise of the manufacturers specifications.
8. Exhaust Opacity – No darker than Number one (1) on Ringelmann Chart or twenty percent (20%) for more than ten (10) seconds.
9. Exhaust Back Pressure – Record current and advise of the manufacturers specifications.

10. Exhaust Temperature – Record exhaust temperature using calibrated infrared laser device at exhaust outlet point prior to exhaust flex. Record current and advise of the manufacturers specifications.
11. Radiator Temperature – Record outlet and inlet temperatures using calibrated infrared laser.
12. Vibration – record any abnormal vibration; any excessive vibration that identified shall be cause for termination of test.
13. Unusual Noise – Record any unusual noise; if it cannot be easily identified this shall be cause for termination of test.
14. Ambient Temperature – Record.

K. Automatic Transfer Switch and Building Load

1. Generator must be run with building load for at least two hours.
2. Verify operation of status indicator lamps and replace as required.
3. Verify operation of all digital and analog displays.
4. Test operation of the ATS by performing transfer test and verify proper operation in automatic mode.
5. Test operation of the ATS by performing transfer test and verify proper operation in manual mode.
6. Record settings for unacceptable power switch-over caused by to undervoltage.
7. Where monitoring exists, record settings for unacceptable power switch-over caused by overvoltage, over/under frequency, loss of phase, and voltage imbalance.
8. Record setting, verify operation and record actual time delay to start generator.
9. Record setting, verify operation and record actual time delay to transfer to generator supply.
10. Record setting, verify operation and record actual time delay to retransfer to utility supply.
11. Record setting, verify operation and record actual time delay to stop generator.
12. Verify operation of automatic Exerciser.

L. Generator Room and Environment

1. Record state of generator room door before start of service: Should be securely closed.
2. Verify that generator room door is securely closed after completion of service.
3. Record all instances of out of place objects in generator room.
4. Clean all spills and remove all waste resulting from service.
5. Record condition of generator room including floor and vents.
6. Record condition of equipment such as excessive dust and stripping paint.

3.4 Annual Preventive Maintenance and Exercising of Trailer-Mounted Standby Generators

CONTRACTOR shall perform the following tasks and provide a list of suggested corrective actions as needed along with an estimated cost of repair to ensure the safety render the standby generator fully operational.

A. Lubrication System

1. Replace engine oil with new oil as recommended by the manufacturer.
2. Replace engine oil filters with new original equipment manufacturer (OEM) recommended filter.
3. Remove, Inspect and clean crankcase breather.

B. Cooling System

1. Inspect radiator cores for deterioration and contamination build up.
2. Check radiator cap and inspect seal.
3. Check radiator hoses for brittleness, cracking and weakness.
4. Check all hose clamps, tighten as needed.
5. Check fan and alternator belt for proper tension and condition and adjust as needed.
6. Drain and replace engine coolant.
7. Replace engine coolant filters with new OEM.

C. Fuel System

1. Inspect fuel tank piping.
2. Replace fuel filters with new OEM.
3. Inspect and repair leaks, loose nuts and bolts, and all fuel lines and connections.

D. Exhaust System

1. Inspect silencer piping and flex for cracks and excessive corrosion.
2. Verify free movement of rain cap.
3. Check exhaust manifold for leaks at gaskets and connections.
4. Check silencer for leaks and excessive noise.

E. Air Intake System

1. Check air intake mounting and piping. Tighten as needed.
2. Replace air cleaner element with OEM.
3. Inspect turbo charger for free rotation, excessive noise and oil leaks.

F. Battery and Charging System

1. Check electrolyte level in accordance with battery manufacturer specifications and replenish if needed.
2. Test specific gravity of electrolyte and correct if necessary.

3. Check battery Terminal, treat for corrosion and torque accordingly.
4. Perform load test utilizing battery manufacturer approved procedures and record battery age. Recommend replacement of battery if load test result is undesirable or age is beyond expected life.
5. Visually inspect electrical cables and condition. Clean, secure and repair as needed.
6. Verify operation of alternator and battery charging.

G. Prime Mover (Engine Not Running)

1. Inspect all engine wiring, harness and connections.
2. Check and tighten mounting hardware.
3. Inspect vibration damper hardware and components.
4. Inspect all fuel, lubrication, and coolant lines for security and leaks.
5. Inspect all control linkages for freedom of movement.
6. Document hours listed on engine run time.

H. Generator

1. Inspect rotor, stator, exciter field and armature windings, connections and hardware for cleanliness and fraying.
2. Inspect bearings for overheating and grease as necessary.
3. Verify security of mounts, flex plates and covers. Torque if necessary.
4. Inspect condition of insulation and connections for all leads.

I. System Operation (Engine Running)

1. Check for unusual noise and vibration.
2. Inspect system for fuel, coolant and lubricant leak.
3. Inspect exhaust system for opacity and wet stacking.
4. Verify that oil pressure and coolant temperature are within expected ranges after five minutes of continuously running engine.
5. Verify proper operation of all instruments and indicators on control panel.
6. Verify output frequency and balance of phase voltages.
7. Test and verify the operation of all safety shutdowns.

J. Resistive Load Bank Test

The Contractor shall perform a sixty (60) minutes load bank test during the Annual Preventative Maintenance and Exercising. Each unit will be load bank tested utilizing equipment provided by the Contractor at 100% of nameplate rating for sixty (60) minutes.

All load bank cables must be UL Listed, for outdoor use.

If the unit has to be shut off due to a performance issue, repair or performance issue shall be addressed and the test rescheduled.

The following are the minimum accepted items to be recorded every fifteen (15) minutes from the start of the test. Contractor shall make system adjustments to attain desirable values.

1. Alternating Current Voltage (ACV): Each of the three phases.
2. Alternating Current (AC) Amperage: Each of the three phases.
3. Alternating Current Frequency: Hertz.
4. Kilowatt of load: KW.
5. Oil Pressure: Record current and advise of the published original equipment manufacturers (OEM) specifications.
6. Engine Temperature – Record current and advise of the manufacturers specifications.
7. Battery Charger/Alternator – Record current and advise of the manufacturers specifications.
8. Exhaust Opacity – No darker than Number one (1) on Ringelmann Chart or twenty percent (20%) for more than ten (10) seconds.
9. Vibration – record any abnormal vibration; any excessive vibration that identified shall be cause for termination of test.
10. Unusual Noise – Record any unusual noise; if it cannot be easily identified this shall be cause for termination of test.
11. Ambient Temperature – Record.

K. Generator Mounting and Enclosure

1. Verify that generator package is securely mounted to trailer.
2. Verify that trailer tires are in operating condition and move freely.
3. Clean all spills and remove all waste resulting from service.
4. Verify proper closing of doors and function of locks.
5. Record condition of equipment such as excessive dust and stripping paint.

3.5 Annual Inspection and Exercising of Trailer-Mounted Standby Generators

CONTRACTOR shall perform the following tasks and provide a list of suggested corrective actions as needed along with an estimated cost of repair to ensure the safety render the standby generator fully operational.

A. Lubrication System

1. Check engine oil condition. If current condition is undesirable, record engine run hours and advise engine oil replacement.
2. Verify oil level is appropriate as indicated by dipstick located on engine. Add oil if necessary.
3. Remove, inspect and clean crankcase breather.

B. Cooling System

1. Inspect radiator cores for deterioration and contamination build up.
2. Check radiator cap and inspect seal.
3. Check radiator hoses for brittleness, cracking and weakness.
4. Check all hose clamps, tighten as needed.

5. Check fan and alternator belt for proper tension and condition, and adjust as needed.

C. Fuel System

1. Inspect fuel tank piping.
2. Inspect and repair leaks, loose nuts and bolts, and all fuel lines and connections.

D. Exhaust System

1. Inspect silencer piping and flex for cracks and excessive corrosion.
2. Verify free movement of rain cap.
3. Check exhaust manifold for leaks at gaskets and connections.
4. Check silencer for leaks and excessive noise.

E. Air Intake System

1. Check air intake mounting and piping. Tighten as needed.
2. Replace air cleaner element with OEM.
3. Inspect turbo charger for free rotation, excessive noise and oil leaks.

F. Battery and Charging System

1. Check electrolyte level in accordance with battery manufacturer specifications and replenish if needed.
2. Test specific gravity of electrolyte and correct if necessary.
3. Check battery Terminal, treat for corrosion and torque accordingly.
4. Perform load test utilizing battery manufacturer approved procedures and record battery age. Recommend replacement of battery if load test result is undesirable or age is beyond expected life.
5. Visually inspect electrical cables and condition. Clean, secure and repair as needed.
6. Verify operation of alternator and battery charging.

G. Prime Mover (Engine Not Running)

1. Inspect all engine wiring, harness and connections.
2. Check and tighten mounting hardware.
3. Inspect vibration damper hardware and components.
4. Inspect all fuel, lubrication, and coolant lines for security and leaks.
5. Inspect all control linkages for freedom of movement.
6. Document hours listed on engine run time.

H. Generator

1. Inspect rotor, stator, exciter field and armature windings, connections and hardware for cleanliness and fraying.
2. Inspect bearings for overheating and grease as necessary.

3. Verify security of mounts, flex plates and covers. Torque if necessary.
4. Inspect condition of insulation and connections for all leads.

I. System Operation (Engine Running)

1. Check for unusual noise and vibration.
2. Inspect system for fuel, coolant and lubricant leak.
3. Inspect exhaust system for opacity and wet stacking.
4. Verify that oil pressure and coolant temperature are within expected ranges after five minutes of continuously running engine.
5. Verify proper operation of all instruments and indicators on control panel.
6. Verify output frequency and balance of phase voltages.
7. Test and verify the operation of all safety shutdowns.

J. Resistive Load Bank Test

The Contractor shall perform a sixty (60) minutes load bank test during the Annual Inspection and Exercising. Each unit will be load bank tested utilizing equipment provided by the Contractor at 100% of nameplate rating for sixty (60) minutes.

All load bank cables must be UL Listed, for outdoor use.

If the unit has to be shut off due to a performance issue, repair or performance issue shall be addressed and the test rescheduled.

The following are the minimum accepted items to be recorded every fifteen (15) minutes from the start of the test. Contractor shall make system adjustments to attain desirable values.

1. Alternating Current Voltage (ACV): Each of the three phases.
2. Alternating Current (AC) Amperage: Each of the three phases.
3. Alternating Current Frequency: Hertz.
4. Kilowatt of load: KW.
5. Oil Pressure: Record current and advise of the published original equipment manufacturers (OEM) specifications.
6. Engine Temperature – Record current and advise of the manufacturers specifications.
7. Battery Charger/Alternator – Record current and advise of the manufacturers specifications.
8. Exhaust Opacity – No darker than Number one (1) on Ringelmann Chart or twenty percent (20%) for more than ten (10) seconds.
9. Vibration – record any abnormal vibration; any excessive vibration that identified shall be cause for termination of test.
10. Unusual Noise – Record any unusual noise; if it cannot be easily identified this shall be cause for termination of test.
11. Ambient Temperature – Record.

K. Generator Mounting and Enclosure

1. Verify that generator package is securely mounted to trailer.
2. Verify that trailer tires are in operating condition and move freely.

3. Clean all spills and remove all waste resulting from service.
4. Verify proper closing of doors and function of locks.
5. Record condition of equipment such as excessive dust and stripping paint.

3.6 Maintenance of Trailer-Mounted Pump

CONTRACTOR shall perform usage-based maintenance according to manufacturer recommendation and request by the CITY. The CITY will provide CONTRACTOR with manufacturer checklist and schedule the service. CONTRACTOR shall provide this service at the hourly repair service labor rates and provide materials at the markup/discounted price. CONTRACTOR shall provide a list of suggested corrective actions as needed along with an estimated cost of repair to ensure safety and render the unit fully operational.

3.7 Additional Repairs

At the time of quarterly inspections or annual preventive maintenance, the Contractor agrees to make minor adjustments and repairs which in his judgment are necessary for proper operation of the generator. If additional service or parts are required to maintain the unit in proper working order, the Contractor shall notify the CITY for authorization prior to performing any additional service.

3.8 Reports and Documents

The Contractor shall provide a summary of preventative maintenance, inspection or repair work completed on each generator. The City requires a separate report for each generator. This report shall be given to and signed by the CITY or designated representative on the day of work completion.

Five (5) working days after the completion of any maintenance activity on a generator, Contractor shall submit to the CITY a report stating all measurements and observations, repairs and adjustments made, and deficiencies to be addressed. Reports must be completed on a separate page for each generator and shall be computer generated. Reports shall be accompanied with a quote for the Contractor to perform any recommended repairs, based on pricing submitted in this RFP.

3.9 Clean Up

Contractor shall be responsible on a daily basis to maintain a clean work site, remove all debris and dispose of debris properly. Contractor shall be responsible for cleanup of coolant, waste oil, oil and fuel filters, and any other hazardous material.

3.10 Disposal of Waste

The Contractor shall be responsible for the disposal of hazardous waste materials, including all replaced and removed parts, materials and fluids in a manner meeting all local, state and federal applicable laws, standards, codes and regulations. This requirement shall be solely the Contractor's responsibility.

The Contractor shall provide to the City, upon request, a copy of a standard form of transportation manifest showing that all used and or contaminated lubricants and filters are being properly handled and disposed.

Contractor is responsible for all cost of disposal and any cleanup costs incurred due to improper use, handling, or disposal of parts, materials and fluids.

3.11 Work Scheduling

The Contractor shall notify the CITY at least twenty-four (24) hours in advance before dispatching personnel to perform any maintenance activity.

3.12 Warranty

Contractor shall provide all applicable manufacturer warranties for that specific manufacturer's product(s) used in the systems covered by this RFP. Contractor shall provide the labor to facilitate the replacement or repair of any parts or units, as covered by the terms of the manufacturer warranty for the system and specific product. (Note: All parts must be of the original equipment manufacturer (OEM) or certified by the manufacturer, as compliant with applied warranty).

3.13 Public Relations

CONTRACTOR'S positive interaction with CITY residents is essential to the success of this Agreement. CONTRACTOR shall extend the utmost courtesy to CITY residents at all times. CONTRACTOR shall make no statements or offer any information concerning CITY activities, policies and procedures. All resident inquiries shall be directed to the CITY.

3.14 Discovery and Notification

If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY and shall file a police report of the occurrence.

3.15 Property Damage

Observation of property damage prior to the commencement of work, whether public or private, shall immediately be reported to CITY. Property damage, whether public or private, caused by CONTRACTOR during the course of the work shall be immediately reported to CITY, and repaired by CONTRACTOR at the CONTRACTOR'S expense and at no cost to CITY or Property Owner.

3.16 Work Order (Service Request) Completion Information Input

The CONTRACTOR shall be responsible to enter/input information on completed work orders (service requests) into the CITY's Work Order and Asset Management Software. The typical information required include but is not limited to: description of service, date serviced, city contract#, location, city asset serviced (e.g. street light pole#, monument sign, irrigation pump, etc), and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request.

All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's Work Order System by the CONTRACTOR.

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SECTION 4

STANDARDS OF CONTRACTOR

4.1 Intent

CONTRACTOR is an independent contractor and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State and local laws, rules, practices and regulations.

4.2 Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

4.3 Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

4.4 Experience

- A. CONTRACTOR shall have a minimum of five (5) years experience in providing Standby Generators Maintenance Services to units of similar features, complexity and size as those owned and managed by the CITY. CONTRACTOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued. The relevant work experience shall be located anywhere. Relevant experience includes, but is not limited to: use of required testing and measuring equipment required to trouble shoot, repair and maintain lubrication systems, cooling systems, fuel systems, intake and exhaust systems, batteries and charging systems, electrical generating components, automatic transfer switches and related components, and resistive load testing for multiple brands of fixed and mobile trailer-mounted standby generators.
- B. Training: CONTRACTOR shall supply with this Proposal, copies of current factory and equipment certifications of completion, special designations, etc., that at least two (2) current repair technicians have earned for at least two (2) manufacturers/brands of standby generators of similar size and features to the generators and associated equipment installed at City facilities.

- C. **Licenses:** CONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits. Contractor must be a State Certified Electrical Contractor or a Master Electrical Contractor (must be registered with the state).

4.5 Responding to Emergency Repairs Request

- A. An emergency condition exists when there is a failure in the normal power supply and the standby generator required to provide emergency power has failed to provide reliable power causing disruption to the City's normal operations. An emergency condition also exists if there is any alert or condition indicated by the generator's control system indicating that the unit may not reliably function if needed.

CONTRACTOR shall provide 24/7 emergency contact telephone number and respond to emergency repair request after notification by the City, twenty four (24) hours a day, seven (7) days a week, including all public holidays. Emergency repair will require the following response:

1. Contractor acknowledgement of the emergency repair request within thirty (30) minutes of the phone call made by CITY or designee. Acknowledgement must be by live telephone conversation with a CONTRACTOR employee, not a recording or answering service.
2. A service technician shall commence work at the affected facility within two (2) hours of request for service. CONTRACTOR shall immediately address the problem and immediately inform the CITY of the extent of the problem.
3. CITY shall be provided a corrective action within a time period set forth by the CITY, not to exceed four (4) hours from the first request for service.
4. When emergency repairs commence on a generator, repairs shall continue until completion, or unless the CITY determines another suitable course of action should be taken.
5. CONTRACTOR shall provide a list of individuals and their contact information to be contacted for emergency repairs to the CITY and update it immediately whenever any change occurs.

4.6 Responding to Non-Emergency Repairs Request

Contractor shall be contacted by the CITY for all generator non-emergency repair services. Contractor shall respond to initial contact within four (4) hours. CONTRACTOR shall be on-site within two (2) working days of contact unless otherwise agreed upon with the CITY.

4.7 Failure to Respond and Liquidated Damages

If, in the opinion of the City Manager there has been a breach of Agreement, the City Manager shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided in this Section. Unless otherwise provided in this Section 4.7, there shall be no cure period of time to avoid the consequences of a breach.

- A. Should the CONTRACTOR fail to meet the thirty (30) minutes acknowledgement time or two (2) hour time requirement to commence emergency repairs, each failure shall result in liquidated damages due to the CITY in the amount of Four Hundred Dollars (\$400.00).
- B. Should the CONTRACTOR fail to meet the four (4) hour response time or the two (2) working days time to be on-site, unless otherwise agreed upon with the CITY, each failure shall result in liquidated damages due to the CITY in the amount of Two Hundred Fifty Dollars (\$250.00).
- C. Consistent failure by the vendor to respond to Emergency Service Repairs Requests and Non-Emergency Service requests within the required response times may, at City's options, place the CONTRACTOR in default and subject to cancellation of contract. Consistent failure to respond is defined as not responding within the required response time at any or all locations on two out of four consecutive occurrences.
- D. The CITY reserves the right to have any generator or associated equipment repaired by others. This action will not waive or void any of the terms and conditions in this Agreement.

4.8 Relationship Contact

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests, twenty-four hours a day, seven days a week, including all public holidays. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

4.9 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change

subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.
- C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

4.10 Drug-Free Workplace

CONTRACTOR continues to implement and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

4.11 Transition Plan

CONTRACTOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to CONTRACTOR. CONTRACTOR is responsible for minimizing any negative impacts to CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, CONTRACTOR shall use its best efforts to ensure a smooth and orderly transition of service.

4.12 Adherence to City Policy

CONTRACTOR assigned to handle the Standby Generator Maintenance Services for the CITY shall adhere to all CITY policies, procedures and protocols.

4.13 Disclosure of Relationships

CONTRACTOR agrees to give CITY written notice of any Relationship, as defined herein, that CONTRACTOR enters into with CITY or any of its districts, its elected or appointed officials, its employees or agents, during the period of this Agreement.

A "Relationship" for the purpose of this Section shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient in excess of \$100.00, past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

4.14 Exclusivity

CITY reserves the right to have maintenance services for the standby generators provided by others. This action will not waive or void any of the terms and conditions in this Agreement.

4.15 Repairs

CONTRACTOR shall obtain all permits and pay all required fees to any regulatory agency having jurisdiction over any work required to repair or replace damages caused by the CONTRACTOR. Inspections required by local ordinances during the course of this contract for repair work shall be arranged by the CONTRACTOR as required. Upon completion of the repair work, evidence satisfactory to CITY shall be furnished to show that all work has been performed in accordance with the applicable ordinances and code requirements.

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SECTION 5

STANDARDS OF LABOR AND MATERIALS

5.1 Personnel

CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages, smoking or drugs shall be allowed on the site of the work.

- A. Lead Technician: CONTRACTOR shall maintain a Lead Technician within the area and within sight of treatment crews at all times. The Lead Technician shall be fluent in English and shall have excellent communication skills and be capable of directing all work requested by the CITY.
- B. Employee/Independent Contractor or Subcontractor Performance: CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor or subcontractor from performing maintenance on the CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are perceived as obviously detrimental to CITY.
- C. Uniforms: CONTRACTOR shall provide all employees with color coordinated uniforms that shall be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing shall not be permitted.

5.2 Equipment

- A. Vehicles: CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- B. Equipment Safety: CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall 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, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

- C. Test Equipment Calibration: CONTRACTOR shall use only test equipment that are in proper working condition and have been calibrated as required by the manufacturer.
- D. Storage: The CITY shall not provide facilities at which the CONTRACTOR may store equipment. The CONTRACTOR shall be responsible for mobilization and setup, and demobilization and breakdown, each day.

5.3 Product Support

The Contractor must be able to obtain necessary OEM repair parts and perform the required repairs on any generator or related equipment, within seven (7) days.

5.4 Supply of Parts

CONTRACTOR shall maintain an adequate supply of parts necessary for scheduled preventative maintenance. No labor shall be charged to the City for the time spent picking up parts necessary to complete annual preventive maintenance or repair work.

5.5 Materials Used in Annual Preventive Maintenance and Inspection

CONTRACTOR shall furnish materials used in performing Annual Preventive Maintenance and Exercising and Quarterly Inspection and Exercising activities listed in Section 2. Cost of materials and special equipment such as resistive load bank is included in proposal for performing Annual Preventive Maintenance at each facility and for all trailer-mounted mobile generators listed in Exhibit B.

Annual Preventive Maintenance and Exercising and Quarterly Inspection and Exercising activities are performed at fixed cost as specified in this RFP.

5.6 Labor and Materials Used in Repairs

CONTRACTOR shall furnish adequate number of technicians and materials used in performing any repairs not included in Annual Preventive Maintenance and Exercising and Quarterly Inspection and Exercising activities listed in Section 2. Cost of labor and materials shall be included in a proposal accepted by the CITY before work commences.

CONTRACTOR shall document labor hours per technician performing repair and provide itemized invoice showing materials used.

5.7 Labor Rates

CONTRACTOR shall supply an hourly repair service labor rates for any services or work outside the scope of preventive maintenance and inspection and exercising tasks described in Section 2. Labor rates shall apply to Emergency Repairs and Non-Emergency Repairs authorized by the CITY. Rates shall be provided for a technician (to include the use of truck and tools).

Labor Rates shall be provided in Exhibit B for: i) standard business hours (Monday to Friday, 7am to 5pm) and ii) non-standard business hours (anytime/day outside of standard business hours). There will be no special rate for holiday, night premium, or emergency response.

Calculation of labor hours shall commence at the time the technician arrives at facility and end at the time the repair and clean up is completed. The CITY will not pay for trip charges, travel time, and fuel surcharges.

5.8 Material Percentage Mark-up OR Discount

All materials utilized shall be OEM parts unless authorized by the CITY as acceptable and fully compliant with existing systems.

All materials for services under this RFP will be purchased at cost plus applicable mark-up/discount. All percentages shall be firm for the duration of the contract.

Parts pricing shall be documented with appropriate proof of cost, such as Dealer Invoice or Catalog Price and shall be included as backup for any Repair Invoice. Shipping and Taxes shall be included before applying mark-up/discount. Mark-up for materials shall not exceed the level proposed in Exhibit B.

The CITY reserves the right to furnish materials and equipment or purchase materials and equipment directly from suppliers and have the Contractor utilize for services under this RFP.

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SECTION 6

STANDARDS OF INSURANCE

6.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

6.2 Specific Coverage

- A. Workers Compensation: CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has "leased" employees, CONTRACTOR must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, covering all work performed under this Agreement.
- C. Business Automobile Liability: CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of CONTRACTOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- F. Pollution Liability: For sudden and gradual occurrences or claims made and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to \$100,000.00 as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. The performance & payment security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit E.
- C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:
 - 1. The surety company is licensed to do business in the State of Florida.
 - 2. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
 - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
 - 7. The bond shall be issued by a Florida resident agent.

SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

CONTINUED

8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
 9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.
 10. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.
- D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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SECTION 8

GENERAL CONDITIONS

8.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

8.2 Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

8.3 Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

8.4 Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

8.5 Compensation

- A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.

- B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2019 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates that are part of the total Collection element of rates established in the Rate Structure provided in Exhibit B. The adjustment to the Collection element of costs in Exhibit B shall be based on the annual change in the April Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84 = 100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

8.6 Taxes

CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

8.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

8.8 No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

8.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

8.10 Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

8.11 Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

8.12 Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of City Manager or designee.

8.13 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

8.14 Miscellaneous

- A. **Ownership of Documents:** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. **Audit and Inspection Rights, Retention of Records:**
1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
 5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
 6. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request by the City's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
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.
4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

- D. **Policy of Non-Discrimination:** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- E. **Public Entity Crime Act:** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- F. **Third Party Beneficiaries:** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. **Notices:** Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

[THIS SPACE INTENTIONALLY LEFT BLANK]

CITY:

John R. Flint, City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301

CONTRACTOR:

H. **Conflicts:** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

1. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
2. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.

- I. **Materiality and Waiver of Breach:** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- J. **Severance:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. **Joint Preparation:** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent 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.
- L. **Priority of Provisions:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.
- M. **Applicable Law and Venue:** Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. **Amendments:** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

- O. **Prior Agreements:** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.
- P. **Incorporation by Reference:** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. **Multiple Originals:** This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. **Headings:** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- S. **Binding Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. **Survival of Provisions:** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. **Truth-in-Negotiation Certificate:** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. **Non-Appropriation of Funds:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.

- W. **Default:** In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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SECTION 9
SPECIAL CONDITIONS

None.

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AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY"), AND _____ FOR STANDBY GENERATORS MAINTENANCE SERVICES RFP NO. 2018-08.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 20__; and _____ authorized to execute same.

CITY OF WESTON, through its City Commission

By: _____
Daniel J. Stermer, Mayor

ATTEST:

____ day of _____, 20__

Patricia A. Bates, MMC, City Clerk

By: _____
John R. Flint, City Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

____ day of _____, 20__

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 20__

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, AND _____ FOR STANDBY GENERATORS MAINTENANCE SERVICES RFP NO. 2018-08.

INDIAN TRACE DEVELOPMENT DISTRICT

By: _____
Daniel J. Stermer, Chair

ATTEST:

____ day of _____, 20__

Patricia A. Bates, MMC, District Clerk

By: _____
John R. Flint, District Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

____ day of _____, 20__

(CITY SEAL)

By: _____
Jamie Alan Cole, District Attorney

____ day of _____, 20__

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, AND _____ FOR STANDBY GENERATORS MAINTENANCE SERVICES RFP NO. 2018-08.

BONAVENTURE DEVELOPMENT DISTRICT

By: _____
Daniel J. Stermer, Chair

ATTEST:

_____ day of _____, 20__

Patricia A. Bates, MMC, District Clerk

By: _____
John R. Flint, District Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

_____ day of _____, 20__

(CITY SEAL)

By: _____
Jamie Alan Cole, District Attorney

_____ day of _____, 20__

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA INDIAN TRACE DEVELOPMENT
DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT, AND

NO. 2018-08. FOR STANDBY GENERATORS MAINTENANCE SERVICES RFP

CONTRACTOR:

By: _____

_____ day of _____, 20__

WITNESSES:

Signature

Print Name

Signature

Print Name

SECTION 10
EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful Proposer/CONTRACTOR after the award of the Agreement (at the time specified herein).

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EXHIBIT A
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE

EXHIBIT B

FIXED COST FOR INSPECTION, PREVENTIVE MAINTENANCE, AND EXERCISING

- A. CONTRACTOR offers the following fee for providing all labor, materials, equipment, and all other necessary incidentals to perform routine Standby Generators Maintenance Services (in accordance with the Scope of Work and terms of the Agreement).

Item	Generator Group and Tasks	Qty	Unit Cost	Total (Qty x unit cost)
	Public Works Service Center Generator			
1	Annual Preventive Maintenance and Exercising	1		
2	Quarterly Inspection and Exercising	3		
	City Hall Stationary Generator			
3	Annual Preventive Maintenance and Exercising	1		
4	Quarterly Inspection and Exercising	3		
	Administrative Services Center Generator			
5	Annual Preventive Maintenance and Exercising	1		
6	Quarterly Inspection and Exercising	3		
	Community Center Generator			
7	Annual Preventive Maintenance and Exercising	1		
8	Quarterly Inspection and Exercising	3		
	Police Services Center Generator			
9	Annual Preventive Maintenance and Exercising	1		
10	Quarterly Inspection and Exercising	3		
	Fire Stations #81, #67, #55 Generators			
11	Annual Preventive Maintenance and Exercising	3		
12	Quarterly Inspection and Exercising	9		
	Bonaventure Pump Stations 1 & 2 Generators			
13	Annual Preventive Maintenance and Exercising	2		
14	Quarterly Inspection and Exercising	6		
	Indian Trace Pump Stations 1 & 2 Generators			
15	Annual Preventive Maintenance and Exercising	2		
16	Quarterly Inspection and Exercising	6		
	Fire Stations #21 (Future) Stationary Generator			

Item	Generator Group and Tasks	Qty	Unit Cost	Total (Qty x unit cost)
17	Annual Preventive Maintenance and Exercising	1		
18	Quarterly Inspection and Exercising	3		
	New Community Center (Future) Stationary Generator			
19	Annual Preventive Maintenance and Exercising	1		
20	Quarterly Inspection and Exercising	3		
	All Trailer-Mounted Lift Station Generators			
21	Annual Preventive Maintenance and Exercising	16		
22	Annual Inspection and Exercising	16		
	Total (Items 1 thru 22)			

B. LABOR RATES FOR "AS REQUESTED REPAIR WORK"

Item	Description	Estimated Hours	Rate \$/Hour	Total (Hours X Rate)
23	Technician: Standard Hourly Rate	100		
24	Technician: Non-Standard Hourly Rate	50		
B	Total (Items 23 and 24)			

C. MATERIALS MARK-UP/DISCOUNT RATES FOR "REPAIR WORK" AS REQUESTED BY THE CITY

Item #	Description	Estimated List Price of Parts	% (+/-)	Total Material After Mark-up/Discount (\$2000 X (1 +/- %))
C	Materials Mark-up (+)/Discount (-) for Parts Used on Repair Services Only. include the cost of taxes and delivery	\$2000		

GRAND TOTAL (A + B + C)			
--------------------------------	--	--	--

EXHIBIT C
CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1		
2		
3		
4		
5		
6		
7		
8		
9		

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D
TRANSITION PLAN

ATTACH TRANSITION PLAN

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

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

CONTRACTOR (name and address)

SURETY (name & principal address):

CITY:

City of Weston
17200 Royal Palm Blvd.
Weston, Florida 33326

AGREEMENT

Date:

Amount:

Services as needed. Not for a fixed amount.

Description: Standby Generators Maintenance Services

Location: Citywide

City of Weston RFP No. 2018-08

BOND

Date (not earlier than Agreement Date):

Amount: \$100,000.00.

Modifications to this Bond: None See Page(s) _____

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

Address

Phone

Fax

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
 - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
 - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
 - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
 - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
 - B. Additional legal, design professional and delay costs resulting from CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title

ADDENDUM NO. 1

RFP NAME: **STANDBY GENERATOR MAINTENANCE SERVICES**

RFP NO: **2018-06**

DATE: **AUGUST 21, 2018**

To All Proposers:

Proposers for the above referenced RFP shall take note of the following changes, additions, deletions, clarifications, etc., to the RFP documents, which in accordance with the Agreement shall become a part of and have precedence over anything shown or described otherwise.

A. CHANGES IN THE RFP DOCUMENTS

None

B. CLARIFICATION

None

C. QUESTIONS ASKED DURING PRE-PROPOSAL CONFERENCE

1. Do you guys provide a bid tabulation from previous years?
Ans: If you are requesting a bid tabulation from the last contract, we can provide this. It is a public document, so you are allowed to request it.
2. Who would we request the bid tabulation from?
Ans: Gary, the technical advisor. He can be reached at 954-385-2600 or Ggarofalo@westonfl.org. His information is the documents. Any questions or requests you may have, goes to him.
3. Do you have any mixer valves that can use diesel and natural gas? If so, does the City use Bio Fuel?
Ans: No, we do not have any mixer valves, nor do we use Bio Fuel. You can request a site visit to view the generators. However, there are 12 locations, and this may take the whole day. There's a range of manufacturers. Everything is listed including pictures of the name plates.

D. QUESTIONS SENT IN FROM PROPOSERS SINCE THE PRE-PROPOSAL CONFERENCE.

1. The term "Contractor" is defined as the Prime Contractor, correct?
Ans: Contractor as specified in Section 4, 4.4 Experience, C. Licenses, must be fully Licensed with all required State and/or Local Government Licenses and Permits. The term "Prime Contractor" is not defined in the RFP.

ATTACHMENTS:

1. Bid Tabulation RFP No. 2015-08
2. Pre-Bid Conference Sign-in Sheet

END OF ADDENDUM NO. 1

Mandatory Pre-Bid Meeting – Sign in Sheet
Standby Generator Maintenance Services
RFP No. 2018-08
Thursday, August 16, 2018 at 10:00 a.m.

Name/Address of Company (Bidder)	Company Representative	Email Address	Telephone # and Fax #
Paramount Power 7855 126 th Ave North Largo FL 33773	Nate Moretti	nmoretti@paramountpower.com	(727) 215-9256
360 ENERGY SOLUTIONS	ALLEN LARA	ALLEN@360ENERGY SOLUTIONS.COM	(786) 303-3805
MEGAWATTAGE LLC 8505W 21st Terrace Ft Lauderdale FL 33311	Michael Tanson	MTanson@ megawattage.com	954-328-0232
Don Hillman Inc. 1714 W SR 84 Ft Lauderdale, FL 33315	J.R. Dewball	Sales@donhillmaninc.com	954-467-6755 954-467-6768 Fax



BID TABULATION

Title Sandby Generator Maintenance Services

RFP No. 2015-08

Date 8/11/2015

		Magawattage LLC
Item No.	Description of Item	Total Price
1	Public Works Stationary Generator - Annual Preventive Maintenance and Exercising	\$ 1,000.00
2	Public Works Stationary Generator - Quarterly Inspection and Exercising	\$ 1,200.00
3	City Hall Stationary Generator - Annual Preventive Maintenance and Exercising	\$ 1,500.00
4	City Hall Stationary Generator - Quarterly Inspection and Exercising	\$ 1,500.00
5	Administrative Services Center Stationary Generator - Annual Preventive Maintenance and Exercising	\$ 2,000.00
6	Administrative Services Center Stationary Generator - Quarterly Inspection and Exercising	\$ 1,500.00
7	Community Center Stationary Generator - Annual Preventive Maintenance and Exercising	\$ 2,000.00
8	Community Center Stationary Generator - Quarterly Inspection and Exercising	\$ 1,500.00
9	Police Services Center Stationary Generator - Annual Preventive Maintenance and Exercising	\$ 1,500.00
10	Police Services Center Stationary Generator - Quarterly Inspection and Exercising	\$ 1,500.00
11	Fire Stations #81, #67, #55 Stationary Generators - Annual Preventive Maintenance and Exercising	\$ 3,000.00
12	Fire Stations #81, #67, #55 Stationary Generators - Quarterly Inspection and Exercising	\$ 3,600.00
13	Bonaventure Pump Stations 1 & 2 Stationary Generators - Annual Preventive Maintenance and Exercising	\$ 400.00
14	Bonaventure Pump Stations 1 & 2 Stationary Generators - Quarterly Inspection and Exercising	\$ 600.00
15	Indian Trace Pump Stations 1 & 2 Stationary Generators - Annual Preventive Maintenance and Exercising	\$ 3,000.00
16	Indian Trace Pump Stations 1 & 2 Stationary Generators - Quarterly Inspection and Exercising	\$ 3,000.00
17	All trailer-Mounted Lift Stations Generators (16) - Annual Preventive Maintenance and Exercising	\$ 16,000.00
18	All trailer-Mounted Lift Stations Generators (16) - Quarterly Inspection and Exercising	\$ 4,800.00
Total Fixed Annual Cost for Preventive Maintenance, Inspection and Exercising		\$ 49,600.00
Standard Hourly Technician Labor Rate for Repair Work as Requested by the City		\$ 84.00
Non-Standard Hourly Technician Labor Rate for Repair Work as Requested by the City		\$ 94.00
Materials Mark-up Rate for Repair Work as Requested by the City		15%
Bond Amount		\$ 5,000.00
Surety		Aegis Security Insurance Company
Comments		

SECTION 3

EXHIBIT B

CONTRACTOR'S PROPOSAL

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer: MEGA WATTAGE LLC
2. Principal Business Address, Phone and Fax Numbers & Email Address:
850 SW 215th Terrace Ft Lauderdale FL 33312
Phone: 954-328-0232; Fax: 305-436-3736
MJansen@megawattage.com
3. Principal Contact Person(s):
Michael S Jansen
Timothy Puffer
Allen Breimer
4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):
Limited Liability Company
 - A. If a corporation, in what state incorporated: _____
 - B. Date Incorporated: _____
 - C. If a joint Venture or Partnership, date of Agreement: _____
 - D. Name and address of all partners (state whether general or limited partnership):

 - E. If other than a corporation or partnership, describe organization and name of principals. LLC, formed 8/11/2006 by Michael S Jansen and Allen Breimer

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

Name	Title
<u>Michael S Jansen</u>	<u>President</u>
<u>Allen Brenner</u>	<u>CFO</u>

6. Indicate the number of years of experience in providing the type of services or work as requested by this RFP. 11 years pws

7. List all entities participating in this Agreement (including subcontractors if applicable):

	Name	Address	Title
A.	<u>None. We don't use subs.</u>		
B.			
C.			
D.			

8. Outline specific areas of responsibility for each entity listed in Question 7.

A.	<u>Not Applicable</u>
B.	
C.	
D.	

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

9. County or municipal business tax receipt number (attach copies):
County: Broward
Municipal: Ft Lauderdale
10. Have you ever failed to complete any work awarded to you?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.
11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.
12. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.
13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.
14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.
18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
Yes ☒ No ☐ If yes, attach a separate sheet of explanation.
19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
Yes ☒ No ☐ If yes, attach a separate sheet of explanation.
20. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes ☒ No ☐ If yes, attach a separate sheet of explanation.
21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes ☐ No ☒ If yes, attach a separate sheet of explanation.

Yes. In fact, our company was reviewed and audited by the federal government related to services that we were performing on a particular contract. Upon completion of the review and audit, we were awarded a completely new services contract for five years.

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

Michael S Jansen

Signature (Blue ink only)

Michael S Jansen

Print Name

President

Title

9/2/18

Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2 day of September, 2018,

by Michael Jansen as President

(Name of person acknowledging)

(Title)

for Megawattage LLC

(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification
produced _____

(NOTARY SEAL HERE)

Lisa Puffer
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY



FORM 2
PERSONNEL

For all principals of proposer and key personnel providing services sought in the RFP or Agreement, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format, however, additional information may be provided at the option of proposer.

- A. Name & title
- B. Years experience with:
 - This company
 - Other similar companies
- C. Education:
 - Degree(s)
 - Year and specialization
 - Certificates
 - Year and specialization
- D. Professional references: (List a minimum of three)
- E. Other relevant experience and Qualifications
- F. Attach applicable licenses for each individual performing service pursuant to this Agreement.

MICHAEL S JANSEN
mjansen@megawattage.com

12481 SW 1st St
Plantation, FL 33325

954-328-0232

Electrician • Pollutant Storage Systems Contractor

WORK EXPERIENCE

MEGAWATTAGE LLC
President:

2006-Present

Create global turnkey mission critical emergency power solutions, renewable energy solutions, and environmental remediation solutions for blue client clients throughout the United States. Clients include FEMA, the US Army Corp of Engineers, State Governments, City and Local Governments and Fortune 1000 companies.

Review and draft emergency power agreements with U.S. Governments, Cities, States, Counties and Fortune 1000 companies

Provide consulting services to companies looking for emergency power and renewable energy solutions

Oversee temporary and emergency power solutions for multinational companies

Work with the US Army Corp of Engineers on personnel mobilizations for natural disasters

Manage electrical installations of emergency power systems at mission critical facilities

24/7 POWER COMPANY

1996-2006

Owner:

Provided energy, telecommunications and Information Technology consulting services as well as commercial installation services to major retailers and telecommunications companies such as AT&T.

- Managed the installations and servicing of telecommunications, electronic and energy solutions for major retailers, Honeywell Corporation and AT&T.
- Provided consulting services to companies like Sears and Circuit City advising them on opportunities in the energy and telecommunications industries.
- Provided emergency power solutions to commercial and residential customers.

INTERCOM CORPORATION

1990-1996

Director of Business Development:

Provided global consulting, tradeshow and conference management to energy and telecommunications companies worldwide.

company owned by IDG Corporation, a multi billion dollar global IT company. Our division specialized in developing energy and

Michael S. Jansen

page 2

telecommunications policy and infrastructure in developing countries such as Ukraine, China, Venezuela, and Mexico. Clients included major utilities and telecommunications companies worldwide.

- Created the largest energy conference and trade show in Mexico City, Mexico.
- Created the first global energy conference and trade show in Kiev, Ukraine.
- Worked with the U.S. Department of State on developing business opportunities for U.S. based energy and telecommunication companies worldwide.
- Provided consulting services to global energy companies looking to sell into developing markets.
- Associate Publisher of an energy and telecommunications magazine for the Caribbean.

LECTURER

- Lecturer on disaster prevention and recovery, Megawattage University, 2006 -2010.
- Adjunct professor, Global Business and Law, Nova School of Business & Entrepreneurship 1996.
- Guest lecturer on energy and telecommunications in Venezuela, Vencom 1994.
- Guest lecturer on energy and telecommunications in Ukraine, Neocom 1993, 1994.
- Guest lecturer on energy and telecommunications, Harvard Ukrainian Research Institute, 1993.
- Guest lecturer on energy and telecommunications in the United States, University of Colorado sponsored event, 1993.

COMPUTER SKILLS

A Plus Certification

Co-founder of the second Internet access provider in Florida

Microsoft Vine Disaster recovery Network beta tester

EDUCATION

Juris Doctorate • University of Miami School of Law, Miami Florida

Bachelor of Arts • American University, Washington DC

ALLEN BRENNER

13530 SW 77th Avenue
Miami FL 33157

305.586.4564

Industrial diesel engine and diesel fuel tank technician, electrical apprentice, construction management

To utilize my unique combination of experience installing, servicing and maintaining diesel engines and diesel fuel tanks. To utilize my experience in both the electrical and construction industry management field

- Experience performing environmental site remediation services
- Experience installing, servicing and maintaining emergency power systems
- Experience installing, servicing and maintaining diesel fuel tanks
- General Construction Management Experience

WORK EXPERIENCE

MEGAWATTAGE LLC

2006 - Present

Managing Member:

Develop global turnkey mission critical emergency power solutions and conduct environmental remediation services.

STREET AND STRIP

1982-2006

Owner:

Owner of a chain of successful auto parts stores throughout Dade County. Built and rebuilt diesel engines for marine and industrial customers throughout South Florida and the Caribbean

- Provided emergency power solutions to commercial and residential customers.
- Provided diesel fuel delivery solutions to marine and commercial customers
- Built and rebuilt diesel engines for generators for FPL
- Built and rebuilt diesel engines for Formula one racing boats and race cars

EDUCATION

Salem State College, Salem Massachusetts (Took three courses on campus)
Courses taken were Business Mathematics, English and Psychology

Northeast Vocational School
Mechanical Machinery

ASE Certification
Engine Rebuilding

Timothy Scott Puffer
305-299-0324
Puffer@megawattage.com

OBJECTIVE: A position where I can use my intelligence, technical, managerial, organizational, and mechanical skills to help promote company growth.

SPECIAL SKILLS:

- Managing, dispatching and supervising service personnel
- Microsoft Word, Outlook, Access and Excel, also Adobe
- iPad training for technicians for paperless forms
- Superior writing and verbal skills
- Knowledge of home standby and commercial emergency power system operation
- Shipping / Receiving, forklift (certified), Manual / Electric pallet jack operation
- Above basic knowledge of plumbing, electrical, carpentry, power tool usage

WORK EXPERIENCE

Megawattage LLC, Miami, FL

05/07-Present

Project Mgr. (01/12 to Present)

Shared duties included reporting to President, dispatching techs, coordinating jobs, handling customer requests and complaints. Responsible for logistics and job coordination.

Assistant Project Mgr. (1/11-1/12)

Duties included reporting to Project Mgr., dispatching/overseeing techs, scheduling jobs, processing preventative maintenance checklists, preparing monthly schedules for routine maintenance, preparing service quotes.

Generator Field Service Tech. (5/07-12/10)

Duties included general generator maintenance, troubleshooting, assisting other techs with large jobs.

EDUCATION

Robert Morgan Technical Institute, Miami, FL
HVAC

01/09-06/09

REFERENCES

Available upon request

LISA KARIN PUFFER

OBJECTIVE: To operate and advance multiple all woman-owned entrepreneurial endeavors that promote and institute green technologies.

LICENSES & SKILLS

- Licensed as a General Contractor
- Competitive Research Analysis
- Customer Cultivation
- Owning Responsibility
- Marketing plans and strategies
- Leading teams
- Training team members
- Communicating effectively

EXPERIENCE

General Contractor
Megawattage LLC
850 SW 21st Terrace
Fort Lauderdale FL 33312

August 2014 to the present
Bidding on contracts, business
development, customer service,
quality assurance

EDUCATION

University of Miami Bachelor of Business Administration 2007

University of Kent Canterbury, England

Miami Palmetto Senior High School 2003

REFERENCES

Available upon request

Jose Gutierrez

29632 SW 164 CT, Homestead, FL 33033 (305)798-1792 jgut77@gmail.com

OBJECTIVE

Opportunity to apply my technical and management experience to help your company reduce cost, enhance quality, and increase margins. Ensure your customers receive responsive, high quality, and cost effective service in order to retain their current business and encourage business for the future.

BACKGROUND

Highly organized, detail oriented, and self-motivated. Over 20 years of technical and customer service experience. Effective problem solver, team player, and proven leader with a strong ability to do more with less through process improvement and management.

EXPERIENCE

Megawattage, LLC

General Manager/Field Engineer, 2014-Present

Responsible for overseeing all maintenance and repair work performed on over 1500 generators, transfer switches and control systems. Manage all service technicians and provide technical support and training for all maintenance personnel. Perform maintenance and repair of emergency power systems. Install, repair and maintain engine, generator, switchgear, and control systems. Troubleshoot and diagnose system failures. Perform load bank tests to verify and ensure proper system performance. Design and build new emergency, prime and portable power systems.

360 Power Solutions, Miramar, FL

Service Manager/Field Engineer, 2012-2014

Responsible for all daily operations of the service department and its employees. Prepared PM schedule for over 150 accounts and prepared technicians schedules to ensure proper and efficient completion of maintenance work. Performed site visits and prepared maintenance contracts, projects and repair proposals. Met with customers to receive feedback in order to maintain quality control and ensure their expectations are being met. Performed all safety and technical training to all current and future employees, as well as provide advanced troubleshooting support for the field technicians.

SSI Inc., Denver, N. Carolina

Power Pro Technician, 2007-2012

Performed maintenance and repair of all the following systems, including but not limited to, emergency power systems, BAK12/14 aircraft arresting system, fire suppression system, HVAC controls, LFM and security barrier systems at Homestead Air Reserve Base. Prepared maintenance schedules and maintained records for all the above stated systems. Worked with management and base personnel to coordinate major projects and repairs. Contacted and coordinated outside contractors when applicable. Assist in control of the special level inventory and parts procurement. Performed training classes for all fire department, police, and base operations personnel on the emergency power systems operation and BAK 12/14 aircraft arresting system.

JG Supply, Inc.

Vice President 2005-2007

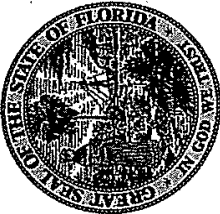
Performed all daily operations, such operations included sales, marketing as well as inventory management. Managed customer accounts, payables, receivables, and employee payroll. Worked with vendors and factory reps to ensure best cost on products and visited customers to provide sales support and service. Worked with local contractors on new construction and retrofit/upgrade projects as well as large repair jobs. Prepared and reviewed sales, inventory and p & l reports and managed financials.

Dept. of Defense, Homestead, FL

Power Pro Technician, 2004-2005

Performed maintenance and repair of all emergency power systems, fire suppression systems, security barrier systems, and BAK-12/14 aircraft arresting systems. Performed inspection and certification on all systems according to maintenance schedule. Assist in various base projects and supported other CE departments. Perform training classes on emergency power systems and BAK 12/14 aircraft arresting system.

RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

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



LICENSE NUMBER EC13004670

EXPIRATION DATE AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L06000079232

Entity Name: MEGAWATTAGE LLC

Current Principal Place of Business:

850 SW 21ST TERRACE
FORT LAUDERDALE, FL 33312

Current Mailing Address:

850 SW 21ST TERRACE
FORT LAUDERDALE, FL 33312 US

FEI Number: 06-1788554

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

JANSEN, MICHAEL S
850 SW 21ST TERRACE
FORT LAUDERDALE, FL 33312 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGRM
Name JANSEN, MICHAEL S
Address 850 SW 21ST TERRACE
City-State-Zip: FORT LAUDERDALE FL 33312

Title MGRM
Name BRENNER, AL
Address 850 SW 21ST TERRACE
City-State-Zip: FORT LAUDERDALE FL 33312

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL S JANSEN

PRESIDENT

01/09/2018

Electronic Signature of Signing Authorized Person(s) Detail

Date



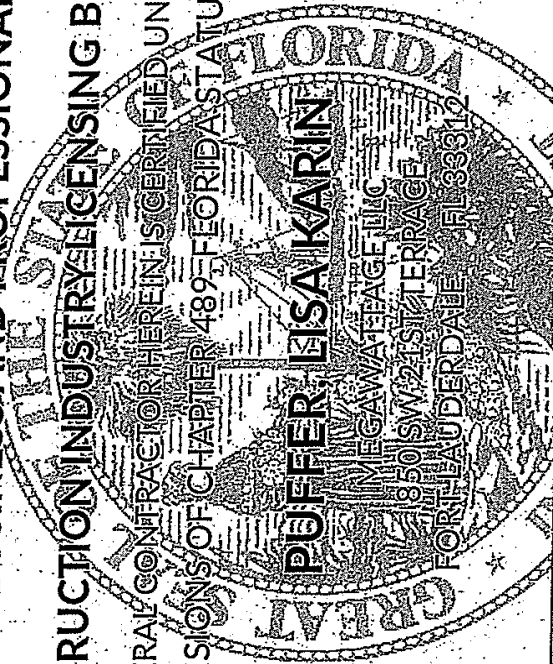
RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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



PUFFER, ISA KARIN

MEGAWATERPAGE, LLC

1850 SW 21ST TERRACE

FORT LAUDERDALE, FL 33312

LICENSE NUMBER: GCC1516226

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Licensee Details**Licensee Information**

Name: **JANSEN, MICHAEL SCOT (Primary Name)**
MEGAWATTAGE.COM GENERATORS (DBA Name)

Main Address: **850 SW 21ST TERRACE**
FORT LAUDERDALE Florida 33312

County: **BROWARD**

License Mailing:

LicenseLocation:

License Information

License Type: **Certified Pollutant Storage System Contractor**

Rank: **Cert Pollutant**

License Number: **PCC1256877**

Status: **Current,Active**

Licensure Date: **08/17/2009**

Expires: **08/31/2020**

Special Qualifications **Qualification Effective**
Construction Business **08/17/2009**

Alternate Names**[View Related License Information](#)****[View License Complaint](#)**

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **[Copyright 2007-2010 State of Florida. Privacy Statement](#)**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Certificate of Completion

This is to certify that

Timothy Puffer

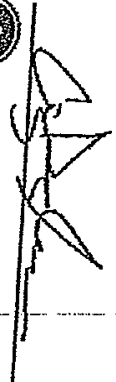
has completed
HAZWOPER Basic

Completion Date 05/11/2016

Course Duration 2.0

Certificate # 000010643380




360training.com

360training.com • 13801 Burnet Rd, Suite 100 • Austin, TX 78757 • 800-442-1149 • www.360trainingsupport.com

Certificate of Completion

This is to certify that

Michael Jansen

has completed

HAZWOPER Basic

Completion Date 05/11/2016

Course Duration 2.0

Certificate # 000010649251



360training.com™

A handwritten signature in black ink, likely belonging to a representative of 360training.com.

360training.com • 19801 Burnet Rd., Suite 100 • Austin, TX 78727 • 800-442-1149 • www.360trainingsupport.com

Certificate of Completion

This is to certify that

Timothy Puffer

has completed

Lockout/Tagout (GI)

Completion Date 09/09/2016

Course Duration 1.0

Certificate # 00001117969

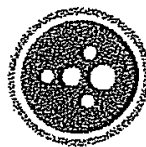
360training.com • 13801 Burnet Rd., Suite 100 • Austin, TX 78727 • 800-442-1149 • www.360trainingsupport.com



360training.com[™]

A handwritten signature in black ink, appearing to read 'T. Puffer'.

Certificate of Completion



360training.com™

This Certifies That

Kurt Lundquist

is awarded this certificate for

Lockout - Tagout

Credit Hours: 1.00

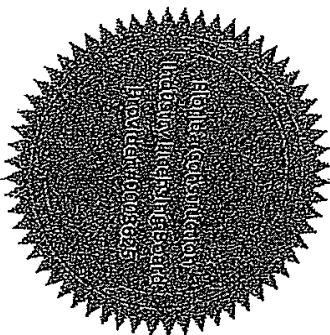
Completion Date: 02/01/2017

License #: ec13004670

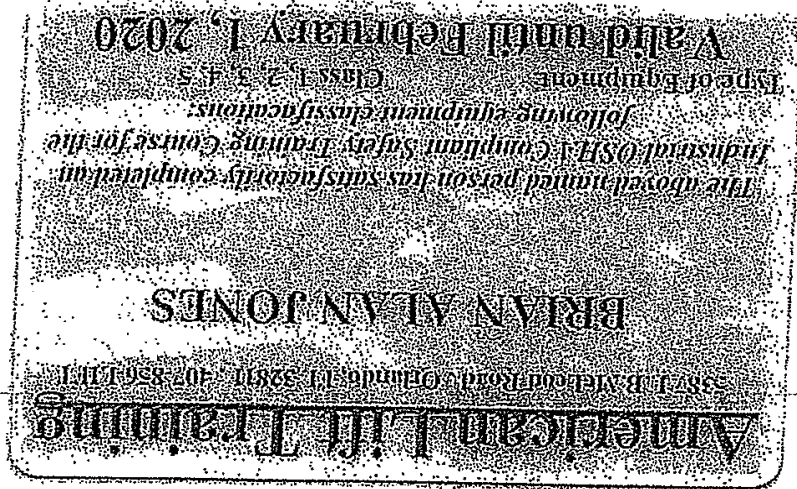
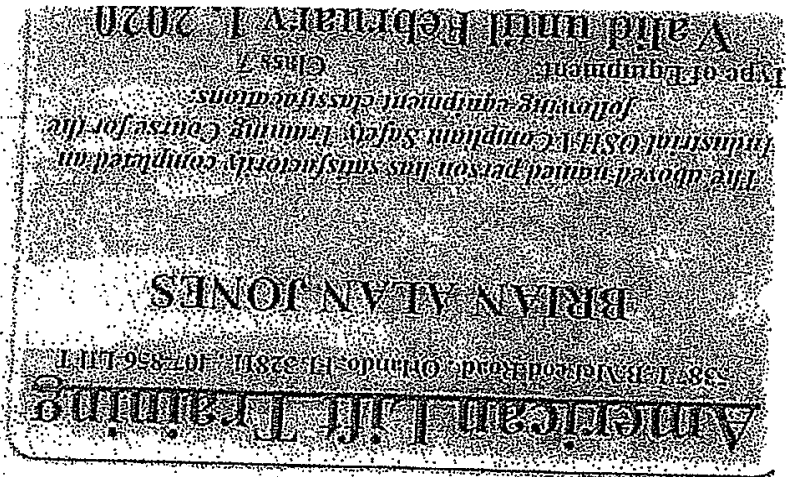
Course Approval #: 0009728

A handwritten signature in black ink, appearing to read "Craig Douglas".

Craig Douglas, Sr. Director
Product Development & Compliance



360training.com ♦ 13801 Burnet Road, Suite 100 ♦ Austin, TX 78727 ♦ 877.884.2235 ♦ www.360training.com

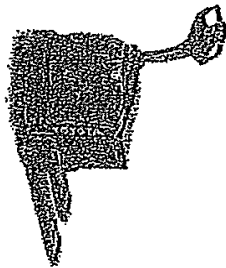


CERTIFICATE OF ACHIEVEMENT

PRESENTED TO

Frank Naresi

In recognition of having successfully completed
all classroom requirements for



SAFETY TRAINING
FOR THE PROFESSIONAL
FORKLIFT OPERATOR



TOYOTA

INDUSTRIAL EQUIPMENT

OPERATOR
TRAINING CLASS
I-V-V-VII

James McLeod

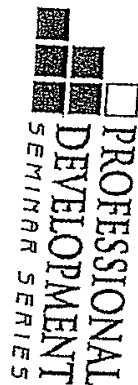
Instructor Signature

May 5th, 2016

Completion Date

Southern States
TOYOTA Lift
Material Handling Equipment & Solutions

NOTICE OF COURSE COMPLETION
POWERED INDUSTRIAL TRUCK SAFETY TRAINING
 Instructor: James H. Hurd
 Name: Eric Huns
 Date: 5-5-2016
 Has satisfactorily completed Forklift safety course comprised of lectures, videos, and written tests as outlined by OSHA. IMPORTANT: The above person should be re-evaluated every three years. EMPLOYER: THE EMPLOYER is required to evaluate and validate the Employee's mental and physical ability to operate EACH TYPE of industrial powered truck safely in their SPECIFIC LOCATION of operation.
 www.still.com 800-226-2345
 TOYOTA Southern States TOYOTA/LLP



GENERAC



Milwaukee School of Engineering
awards this

Certificate of Accomplishment

To

Allen Brenner

*For successful completion of the Professional Development Seminar Series
GPS-120 Paralleling Concepts and Implementation
And is awarded 2 Professional Development Hours (PDH) and 2 Continuing Education Units (CEU)*

Presented by Generac Power Systems, Inc. and accredited by NSOE

March 07, 2017

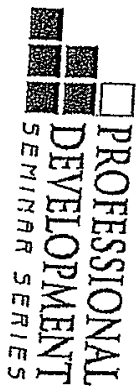
Stedroale C. Borug

Vice President of Academics

James V. Smith

Vice President of Industrial Sales — Generac Power Systems, Inc.

GSJH19158KKE 219772



Milwaukee School of Engineering

awards this

Certificate of Accomplishment

To

Michael S Jansen

For successful completion of the Professional Development Seminar Series
GPS-120 Paralleling Concepts and Implementation
And is awarded 2 Professional Development Hours (PDH) and .2 Continuing Education Units (CEU)

Presented by Generac Power Systems, Inc. and accredited by NISOE

March 07, 2017

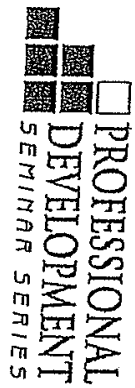
Debra C. Bong

Vice President of Academics

James P. Spotts

Vice President of Industrial Sales — Generac Power Systems, Inc.

369976H19898D_239770



Milwaukee School of Engineering

awards this

Certificate of Accomplishment

To

Timothy S Puffer

For successful completion of the Professional Development Seminar Series
GPS-120 Paralleling Concepts and Implementation

And is awarded 2 Professional Development Hours (PDH) and .2 Continuing Education Units (CEU)

Presented by Generac Power Systems, Inc. and accredited by NABCEP

March 07, 2017

Andrew C. Puffer

Vice President of Academics

James H. Puffer

Vice President of Industrial Sales - Generac Power Systems, Inc.

G667A1779B301_239773



GENERAC



Milwaukee School of Engineering
awards this

Certificate of Accomplishment

To
Jose Gutierrez

*For successful completion of the Professional Development Seminar Series
GPS-120 Paralleling Concepts and Implementation
And is awarded 2 Professional Development Hours (PDH) and .2 Continuing Education Units (CEU)*

Presented by Generac Power Systems, Inc. and accredited by NSOH

March 07, 2017

Stefano C. Borry

Vice President of Academics

James A. Smith

Vice President of Industrial Sales - Generac Power Systems, Inc.

99HGM69KDD19_239771



Milwaukee School of Engineering
awards this
Certificate of Accomplishment
To

Kurt Lundquist

*For successful completion of the Professional Development Seminar Series
GPS-120 Paralleling Concepts and Implementation
And is awarded 2 Professional Development Hours (PDH) and .2 Continuing Education Units (CEU)
Presented by Generac Power Systems, Inc. and accredited by MSOE*

March 07, 2017

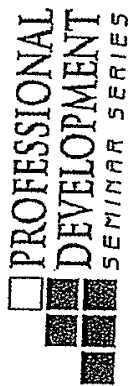
MSJ1G87579LJ_239775

Vice President of Academics

Deborah C. Borng

Vice President of Industrial Sales - Generac Power Systems, Inc.

James H. Smith



GENERAC



Milwaukee School of Engineering
awards this

Certificate of Accomplishment

To
Brian Jones

*For successful completion of the Professional Development Seminar Series
GPS-120 Paralleling Concepts and Implementation
And is awarded 2 Professional Development Hours (PDH) and .2 Continuing Education Units (CEU)*
Presented by Generac Power Systems, Inc. and accredited by MSOE

March 07, 2017

Andrew C. Bourg

Vice President of Academics

Howard H. Speltz

Vice President of Industrial Sales - Generac Power Systems, Inc.

9JUEKFG5AE578 239774

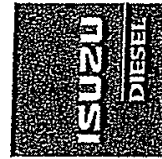
CERTIFICATE OF RECOGNITION

This is to certify that

MEGAWATTAGE, LLC

To an Authorized Dealer of

ISUZU MOTORS AMERICA, LLC



[Signature]

ATSUMI MORITA, VICE PRESIDENT

10/28/16

DATE

[Signature]

KEN MARTIN, SERVICE OPERATIONS MANAGER

10/28/16

DATE

CERTIFICATE OF COMPLETION

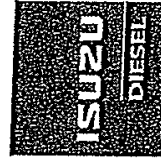
This is to certify that

ALLEN BRENNER

has successfully completed a course of instruction on

Fier 4 Final Engine Systems & Diagnostics - January 12-13, 2017

ISUZU MOTORS AMERICA, LLC

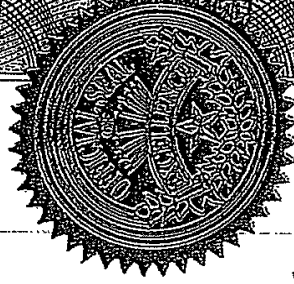


A handwritten signature in black ink, appearing to read "George Prokos".

GEORGE PROKOS
MANAGER, SERVICE DEVELOPMENT & TRAINING

1/13/2017

DATE



A handwritten signature in black ink, appearing to read "Jim Lisher".

JIM LISHER
INSTRUCTOR

1/13/2017

DATE

CERTIFICATE OF COMPLETION

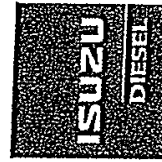
This is to certify that

TIM PUFFER

has successfully completed a course of instruction on

Step 4 Final Engine Systems & Diagnostics - January 10-11, 2017

ISUZU MOTORS AMERICA, LLC



[Signature]

GEORGE PROKOS
MANAGER, SERVICE DEVELOPMENT & TRAINING

1/11/2017

DATE

[Signature]

JIM LESHER
INSTRUCTOR

1/11/2017

DATE

CERTIFICATE OF COMPLETION

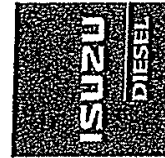
This is to certify that

JOSE GUTIERREZ

has successfully completed a course of instruction on

Tier 4 Final Engine Systems & Diagnostics - January 12-13, 2017

ISUZU MOTORS AMERICA, LLC



A handwritten signature in black ink, appearing to read "George Prokos".

GEORGE PROKOS
MANAGER, SERVICE DEVELOPMENT & TRAINING

1/13/2017

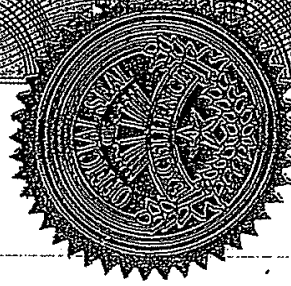
DATE

A handwritten signature in black ink, appearing to read "Jim Lesper".

JIM LESPER
INSTRUCTOR

1/13/2017

DATE



CERTIFICATE OF COMPLETION

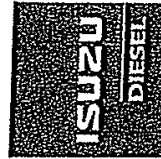
This is to certify that

MICHAEL LEVANDOWSKI

has successfully completed a course of instruction on

Tier 4 Final Engine Systems & Diagnostics - January 12-13, 2017

ISUZU MOTORS AMERICA, LLC



[Signature]

GEORGE PROKOS
MANAGER, SERVICE DEVELOPMENT & TRAINING

1/13/2017

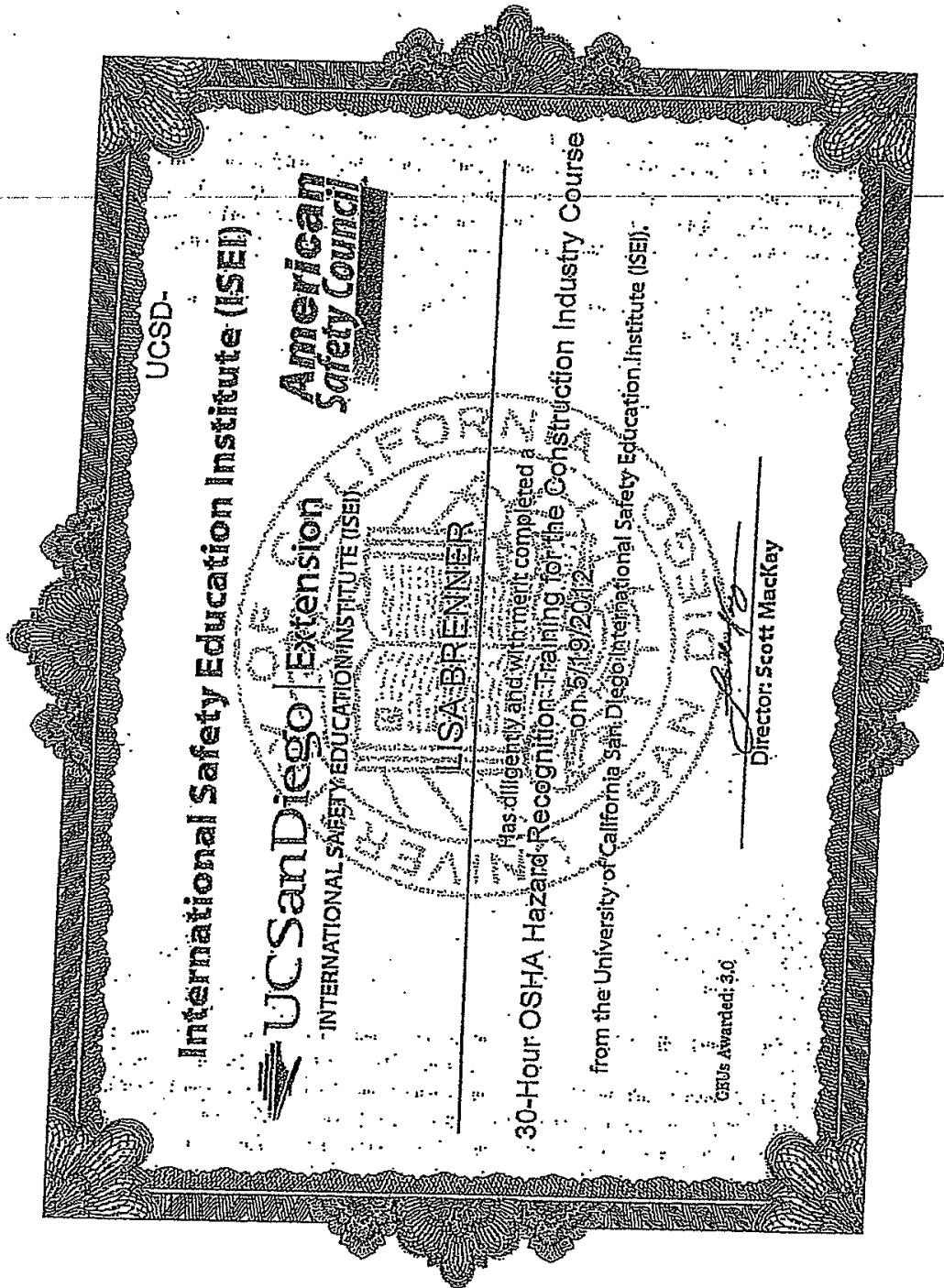
DATE

[Signature]

JIM LESSER
INSTRUCTOR

1/13/2017

DATE



Certificate of Completion



360training.comtm

This Certifies That

William Troy Tucker

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

360training.com, Inc. is authorized by IACET to offer 3.0 CEUs for this program

Credit Hours: 30.00

Completion Date: 05/01/2017

Matthew Luman

Matthew Luman, Trainer C 0105487 and G 000079198

"As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class."

360training.com, Inc. is accredited by the International Association for Continuing Education and Training (IACET) and is authorized to issue the IACET CEU.

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Certificate of Completion



360training.comtm

This Certifies That

David Brenner

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

360training.com, Inc. is authorized by IACET to offer 3.0 CEUs for this program

Credit Hours: 30.00

Matthew Luman

Completion Date: 03/17/2017

Matthew Luman, Trainer C 0105487 and G 000079198

"As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class."

360training.com, Inc. is accredited by the International Association for Continuing Education and Training (IACET) and is authorized to issue the IACET CEU.

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Certificate of Completion



This Certifies That

Timothy Puffer

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

360training.com, Inc. is authorized by IACET to offer 3.0 CEUs for this program

Credit Hours: 30.00

Completion Date: 03/23/2017



Matthew Luman

Matthew Luman, Trainer C 0105487 and G 000079198:

"As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class."

360training.com, Inc. is accredited by the International Association for Continuing Education and Training (IACET) and is authorized to issue the IACET CEU.

360training.com • 13801 Burnet Rd., Suite 100 • Austin, TX 78727 • 877.881.2235 • www.360training.com

Certificate of Completion



This Certifies That

Kurt Lundquist

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

360training.com, Inc. is authorized by IACET to offer 3.0 CEUs for this program

Credit Hours: 30.00

Completion Date: 03/19/2017

Matthew Luman

Matthew Luman, Trainer C 0105487 and G 000078198

"As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class."

360training.com, Inc. is accredited by the International Association for Continuing Education and Training (IACET) and is authorized to issue the IACET CEU.

360training.com ♦ 13801 Burnet Rd., Suite 100 ♦ Austin, TX 78727 ♦ 877.881.2235 ♦ www.360training.com



Certificate of Training

This is to certify that

MEGAWATTAGE LLC

has satisfactorily completed a full training course in the proper maintenance and service of Multiquip DCA Generators

Training Team
Anthony Taylor

May 19th 2016

UIMQ
UNIVERSITY of MULTQUIP

MQ
MULTQUIP

<http://service.multiquip.com/service-centers.html#topSERC>

Specialty Equipment Repair Centers

[Back to Authorized Service Centers](#)

MQ Power Diesel Generators | MQ Power Diesel Generators, Welders, Light Towers, Authorized
Isuzu America Warranty Service | Welders |

MQ Power Diesel Generators

Megawattage LLC

800 SW 21st Terrace
Fort Lauderdale, FL, 33312 US
954-302-3565
 Map



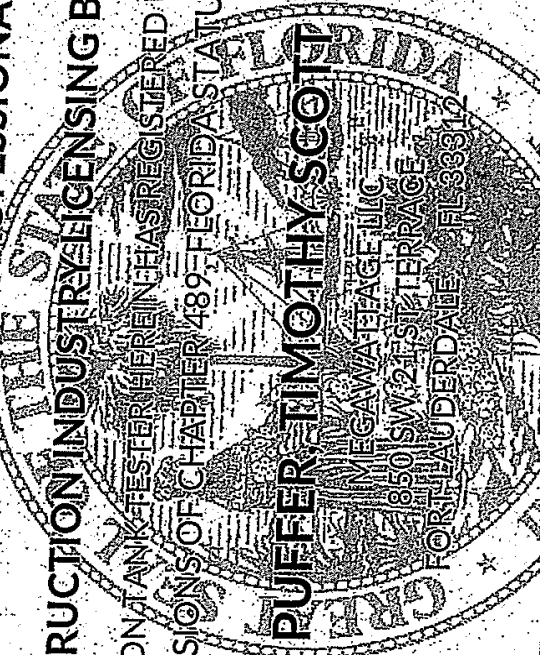
RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE PRECISION ANK-TESTER HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



PUFFER, TIMOTHY SCOTT

LICENSE NUMBER: RQ66576

EXPIRATION DATE: AUGUST 31, 2019

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA: MEGAWATTAGE LLC
Business Name:

Receipt #: 181-260794
Business Type: ELECTRICAL/ALARMS/CONTRACTOR

Owner Name: MICHAEL JANSEN
Business Location: 850 SW 21 TER
FT LAUDERDALE
Business Phone: 954 328 0232

Business Opened: 03/05/2014
State/County/Cert/Reg: EC13004670
Exemption Code:

Rooms Seats Employees Machines Professionals
 10

For Vending Business Only				
Number of Machines:			Vending Type:	
Tax Amount	Transfer Fee	NSF Fee	Prior Years	Total Paid
27.00	0.00	0.00	0.00	27.00
			Collection Cost	0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

MEGAWATTAGE LLC
850 SW 21 TER
FT LAUDERDALE, FL 33312

Receipt #1CF-16-00021865
Paid 09/01/2017 27.00

2017 - 2018



**CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2017-2018**



100 N. Andrews Avenue, 1ST Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 1701426 Business Name: JANSEN, MICHAEL SCOT
Business Address: 850 SW 21 TER
Tax Category: ELECTRICAL CONTRACTOR Tax#: 748929 Fee:

JANSEN, MICHAEL SCOT
MEGAWATTAGE LLC
850 SW 21 TERR
FORT LAUDERDALE, FL 33312

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID: 1701426
Tax Number: 748929
Business Name: JANSEN, MICHAEL SCOT
Business Address: 850 SW 21 TER
Business Contact: JANSEN, MICHAEL SCOT

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please email businesstax@fortlauderdale.gov and include the Business ID #.
- A transfer of business location within the city limits is subject to zoning approval. Complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- If you have sold your business, please provide us with a copy of the Bill of Sale.
- A Transfer fee of 10% of the annual business tax fee applies. The fee shall not be less than \$3.00, nor greater than \$25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

FORM 2A

CONTRACTOR'S EQUIPMENT LIST

CONTRACTOR shall provide a comprehensive list of all relevant equipment currently owned.

Item#	Title or Description of Equipment	Quantity	Owned/Leased
1	Loadbanks - 100kw to 1250kw	> 10	owned
2	Rental Generators - 20kw to 2500kw	> 10	owned
3	Fuel polishing units	> 3	owned
4	Trailers	> 5	owned
5	Box Truck	1	owned
6	Pickup Trucks	> 7	owned
7	Rental Light Towers	> 5	owned
8	Emergency fuel tanks	> 3	owned
9	Fork lifts	2	owned
10	Customized field support trucks	> 2	owned
11	Electrical supplies	Many	owned
12			
13			
14			
15			
16			
17			

FORM 3

REFERENCES

Proposer shall provide a minimum of three references for providing Standby Generator Maintenance Services to units of similar features, complexity and size as those owned and managed by the City.

1. Name of company: Town of Davie
 Address: 6901 Orange Drive
Davie FL 33314
 Phone number: 954-797-1243
 Email address: Mike.Scott@Davie-Fl.Gov
 Principal contact person(s): Mike Scott
 Year contract initiated and terminated: 2016-Present

2. Name of company: City of Homestead
 Address: 3508 S.E. 6 Avenue
Homestead FL 33030
 Phone number: 305-224-4662
 Email address: L.Roura@CityofHomestead.com
 Principal contact person(s): Luis Roura
 Year contract initiated and terminated: 2007-Present

3. Name of company: University of Miami
 Address: 1535 Levante Avenue
Coral Gables FL 33146
 Phone number: 305-284-9693
 Email address: N.Pasquier@miami.edu
 Principal contact person(s): Norman A Pasquier
 Year contract initiated and terminated: 2016-Present

FORM 4

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Michael S. Johnson of MEGAWATT Page LLC, proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested in the Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

FORM 4

NON-COLLUSION AFFIDAVIT

(CONTINUED)

Michael S Jansen
Signature (Blue ink only)
Michael S Jansen
Print Name
President
Title
9/2/18
Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2nd day of September, 2018,
by Michael Jansen as President
(Name of person acknowledging) (Title)
for Megawattage LLC.
(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)



[Signature]
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 5

DRUG-FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that
MEGA WATAGE LLC does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's 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 contractual services described in the RFP document 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 contractual services described in the RFP or the Agreement, 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 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 such 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.

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

FORM 5
DRUG-FREE WORKPLACE
(CONTINUED)

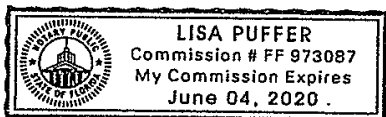
Michael S Jansen
Signature (Blue Ink Only)
Michael S Jansen
Print Name
President
Title
9/2/18
Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2nd day of September, 2018,
by Michael Jansen as President
(Name of person acknowledging) (Title)
for Megawattage LLC
(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)



Lisa Puffer
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 6

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Michael S. Jansen of Megawatt Page LLC, the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

FORM 6

INDEPENDENCE AFFIDAVIT

(CONTINUED)

Michael S Jansen
Signature (Blue ink only)

Michael S Jansen
Print Name

President
Title

9/2/18
Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2nd day of September, 2018,

by Michael Jansen as President
(Name of person acknowledging) (Title)

for Megawattage LLC
(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

Lisa Puffer
SIGNATURE OF NOTARY PUBLIC



PRINT, TYPE/STAMP NAME OF NOTARY

FORM 7

ACKNOWLEDGMENT OF ADDENDA

The proposer hereby acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the RFP or the Agreement. In the event the proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	8/21/18	Michael S Jansen	President	Michael S Jansen

FORM 8

CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is Michael S Jansen of Megawattage LLC, the proposer that has submitted the attached proposal;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
- C. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

FORM 8

CERTIFICATION TO ACCURACY OF PROPOSAL

(CONTINUED)

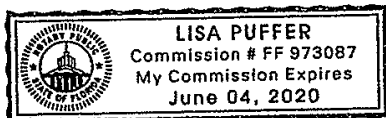
Michael S Jansen
Signature (Blue ink only)
Michael S Jansen
Print Name
President
Title
9/2/18
Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2nd day of September, 2018,
by Michael Jansen as President
(Name of person acknowledging) (Title)
for Megawattage LLC.
(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification
produced _____

(NOTARY SEAL HERE)



[Signature]
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 9
PROPOSAL SECURITY

ATTACH CASHIER'S CHECK OR PROPOSAL BOND

FORM 10

SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

Michael S Jansen
Signature (Blue ink only)

Michael S Jansen
Print Name

President
Title

9/2/18
Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2nd day of September, 2018.

by Michael Jansen as President
(Name of person acknowledging) (Title)

for Megawattage LLC
(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification
produced _____

(NOTARY SEAL HERE)

Lisa Puffer
SIGNATURE OF NOTARY PUBLIC
PRINT, TYPE/STAMP NAME OF NOTARY

DM#70235 v2 RFP No. 2018-08 Standby Generators Maintenance Services



Page 41 of 115

EXHIBIT B

FIXED COST FOR INSPECTION, PREVENTIVE MAINTENANCE, AND EXERCISING

- A. CONTRACTOR offers the following fee for providing all labor, materials, equipment, and all other necessary incidentals to perform routine Standby Generators Maintenance Services (in accordance with the Scope of Work and terms of the Agreement).

Item	Generator Group and Tasks	Qty	Unit Cost	Total (Qty x unit cost)
	Public Works Service Center Generator			
1	Annual Preventive Maintenance and Exercising	1	1055.92	1055.92
2	Quarterly Inspection and Exercising	3	422.37	1267.11
	City Hall Stationary Generator			
3	Annual Preventive Maintenance and Exercising	1	1583.89	1583.89
4	Quarterly Inspection and Exercising	3	527.96	1583.88
	Administrative Services Center Generator			
5	Annual Preventive Maintenance and Exercising	1	2111.85	2111.85
6	Quarterly Inspection and Exercising	3	527.96	1583.88
	Community Center Generator			
7	Annual Preventive Maintenance and Exercising	1	2111.85	2111.85
8	Quarterly Inspection and Exercising	3	527.96	1583.88
	Police Services Center Generator			
9	Annual Preventive Maintenance and Exercising	1	1583.89	1583.89
10	Quarterly Inspection and Exercising	3	527.96	1583.88
	Fire Stations #81, #67, #55 Generators			
11	Annual Preventive Maintenance and Exercising	3	1055.92	3167.76
12	Quarterly Inspection and Exercising	9	422.37	3801.33
	Bonaventure Pump Stations 1 & 2 Generators			
13	Annual Preventive Maintenance and Exercising	2	211.18	422.36
14	Quarterly Inspection and Exercising	6	105.59	633.54
	Indian Trace Pump Stations 1 & 2 Generators			
15	Annual Preventive Maintenance and Exercising	2	1583.89	3167.78
16	Quarterly Inspection and Exercising	6	527.96	3167.76
	Fire Stations #21 (Future) Stationary Generator			

Item	Generator Group and Tasks	Qty	Unit Cost	Total (Qty x unit cost)
17	Annual Preventive Maintenance and Exercising	1	1583.89	1583.89
18	Quarterly Inspection and Exercising	3	527.96	1583.88
	New Community Center (Future) Stationary Generator			
19	Annual Preventive Maintenance and Exercising	1	2300.00	2300.00
20	Quarterly Inspection and Exercising	3	550.00	1650.00
	All Trailer-Mounted Lift Station Generators			
21	Annual Preventive Maintenance and Exercising	16	1055.92	16,894.72
22	Annual Inspection and Exercising	16	316.78	5068.48
	Total (Items 1 thru 22)			59,491.53

B. LABOR RATES FOR "AS REQUESTED REPAIR WORK"

Item	Description	Estimated Hours	Rate \$/Hour	Total (Hours X Rate)
23	Technician: Standard Hourly Rate	100	90	9000.00
24	Technician: Non-Standard Hourly Rate	50	125	6250.00
B	Total (Items 23 and 24)			15,250.00

C. MATERIALS MARK-UP/DISCOUNT RATES FOR "REPAIR WORK" AS REQUESTED BY THE CITY

Item #	Description	Estimated List Price of Parts	% (+/-)	Total Material After Mark-up/Discount (\$2000 X (1 +/- %))
C	Materials Mark-up (+)/Discount (-) for Parts Used on Repair Services Only. include the cost of taxes and delivery	\$2000	20%	2400.00

GRAND TOTAL (A + B + C)	\$77,141.53
--------------------------------	--------------------

EXHIBIT C
CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

We will use no sub-contractors.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1		
2		
3		
4		
5		
6		
7		
8		
9		

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D
TRANSITION PLAN

ATTACH TRANSITION PLAN

Transition Plan is Not Required

Since Megawattage LLC already has the existing Generator Maintenance Contract with the City of Weston, a transition plan will not be required.

Hypothetically, If Megawattage LLC is not awarded this contract, the City of Weston may have a transition issue with the Florida Department of Business and Professional Regulation if the City of Weston decides to award this contract to an unlicensed prime contractor.

Fortunately, the City of Weston has set up safeguards in its Forms required to be submitted which should prevent any unlicensed prime contractor from being awarded this contract. No one can prevent anyone from adding a contract; however, Load Bank and ATS service work must be completed by a licensed Prime Contractor and not an unlicensed company.

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MEGAWATTAGE, LLC

Financial Statements

December 31, 2017 and 2016

Dohan CPA PA
10757 SW 104th Street
Miami, Florida 33176
tel 305.274.1367 e-fax 305.602.5940
Info@USCPA.com
www.USCPA.com



INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Members
Megawattage, LLC
Fort Lauderdale, Florida

We have reviewed the accompanying financial statements of Megawattage, LLC (a Florida Limited Liability Company), which comprise the balance sheet as of December 31, 2017, and the related statement of operations and retained earnings, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. These standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying 2017 financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Report on 2016 Financial Statements

The financial statements of Megawattage, LLC as of December 31, 2016, were reviewed by other accountants, whose report dated April 24, 2017, stated that based on their procedures, they were not aware of any material modifications that should be made to those financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Dohan CPA, PA

Miami, Florida
February 7, 2018



MEGAWATTAGE, LLC

Balance Sheets

December 31,	2017	2016
Assets		
Current Assets		
Cash and cash equivalents	\$ 84,289	\$ 97,171
Accounts and contracts receivable, net	532,549	215,648
Due from member	2,230	-
Inventory	212,220	215,000
Prepaid expenses	42,866	5,350
Total Current Assets	874,154	533,169
Property, Plant and Equipment, Net of Accumulated Depreciation	840,427	187,825
Total Assets	\$ 1,714,581	\$ 720,994

The accompanying notes are an integral part of these financial statements.



MEGAWATTAGE, LLC

Balance Sheets

December 31,	2017	2016
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable and accrued liabilities	\$ 45,206	\$ 90,152
Current maturities of long-term debt	18,989	32,786
Advances from related party	94,074	-
Current maturities of note payable to related party	88,402	-
Total Current Liabilities	246,671	122,938
Noncurrent Liabilities		
Long-term debt, less current maturities	54,318	73,136
Note payable to related party, less current maturities	411,598	-
Total Noncurrent Liabilities	465,916	73,136
Total Liabilities	712,587	196,074
Members' Equity	1,001,994	524,920
Total Liabilities and Members' Equity	\$ 1,714,581	\$ 720,994

The accompanying notes are an integral part of these financial statements.



MEGAWATTAGE, LLC

Statements of Operations and Retained Earnings

For the Years Ended December 31,	2017	2016
Revenues	\$ 5,777,783	\$ 2,942,507
Cost of Revenues	4,203,728	2,276,982
Gross Profit	1,574,055	665,525
Selling, General, and Administrative Expenses	941,350	436,068
Income From Operations	632,705	229,457
Other Income		
Gain on sale of equipment	74,733	-
Interest	136	36
Total Other Income	74,869	36
Net Income	707,574	229,493
Members' equity - beginning	524,920	424,204
Distributions to members	(230,500)	(128,777)
Members' Equity - Ending	\$ 1,001,994	\$ 524,920

The accompanying notes are an integral part of these financial statements.



MEGAWATTAGE, LLC

Statements of Cash Flows

For the Years Ended December 31,	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 707,574	\$ 229,493
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	56,331	24,742
Gain on sale of equipment	(74,733)	-
Changes in assets and liabilities:		
Increase in accounts and contracts receivable	(316,901)	(13,557)
Increase due from members	(2,229)	-
Decrease in inventory	2,780	50,000
Increase in prepaid expenses	(37,516)	(5,350)
Decrease in accounts payable and accrued liabilities	(44,946)	(166,729)
NET CASH PROVIDED BY OPERATING ACTIVITIES	290,360	118,599
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property, plant and equipment	(232,201)	-
Proceeds from sale of equipment	83,000	-
NET CASH USED IN INVESTING ACTIVITIES	(149,201)	-
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from advances from related party	213,593	-
Payments on advances from related party	(119,519)	-
Principal payments on long-term debt	(32,615)	(8,902)
Proceeds from note payable to related party	15,000	-
Distributions to members	(230,500)	(128,777)
NET CASH USED IN FINANCING ACTIVITIES	(154,041)	(137,679)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(12,882)	(19,080)
CASH AND CASH EQUIVALENTS - Beginning of Year	97,171	116,251
CASH AND CASH EQUIVALENTS - Ending of Year	\$ 84,289	\$ 97,171
Supplemental disclosure of cash flow information:		
Interest paid	9,621	3,681
Purchase of property and equipment with note payable to related party	485,000	-

The accompanying notes are an integral part of these financial statements.

SECTION 4

PAYMENT & PERFORMANCE BOND
INSURANCE CERTIFICATE(S)



www.altersurety.com

October 26, 2018

CITY OF WESTON
17200 Royal Palm Blvd.
Weston, FL 33326

RE: MEGAWATTAGE, LLC
Project: Standby Generator Maintenance Services, RFP No. 2018-08
Bond No. B-2795480

To Whom It May Concern:

We have executed the enclosed bonds on behalf of the above captioned contractor in favor of the City of Weston. Please note that we have not dated the bonds or the Power of Attorney. The copy of the contract we received was not dated and as the bonds follow the contract they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance bond(s), Payment bond(s), and the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date and fax a copy to our office at 305-328-4838 or email to dawn@altersurety.com **so that we can activate the bond coverage.**

Please do not hesitate to contact our office should you have any questions in this regard. Thank you.

Yours truly,
The Cincinnati Insurance Company

Warren Alter,
Attorney-in-Fact

5979 N.W. 151st Street • Suite 202 • Miami Lakes, Florida 33014
Page 284 of 300 Phone: 305-517-3803 • Fax: 305-328-4838

ALTER SURETY GROUP, INC.

Bond Department - Public Works Bond

In compliance with Florida Statute Chapter 255.05, the provisions and limitations of section 255.05 Florida Statutes, including but not limited to, the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated in this bond by reference.

Bond Number	B-2795480
Contractor	Megawattage, LLC
Address &	850 SW 21st Terrace
Phone No.	Fort Lauderdale, FL 33312 954-328-0232
Surety	The Cincinnati Insurance Company
Address &	P.O. Box 145496
Phone No.	Cincinnati, OH 45250 - 5496 (513) 870-2000.
Owner Name	City of Weston
Address &	17200 Royal Palm Blvd.
Phone No.	Weston, FL 33326 954-385-0500
Contracting Public Entity (if different from the owner)	
Address &	
Phone No.	
Contract/Project Number	RFP No. 2018-08
Project Name	Standby Generator Maintenance Services
Project Location	Various Locations, Weston, Florida
Legal Description And Street Address	Various Locations, Weston, Florida
Description of Improvement:	Standby Generator Maintenance Services

This bond is given to comply with section 255.05 Florida Statutes and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any provision of this bond which conflict with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the bond.

All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

Bond Number B-2795480

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

CONTRACTOR (name and address)

Megawattage, LLC

850 SW 21st Terrace

Fort Lauderdale, FL 33312

SURETY (name & principal address):

The Cincinnati Insurance Company

P.O. Box 145496

Cincinnati, OH 45250

CITY:

City of Weston
17200 Royal Palm Blvd.
Weston, Florida 33326

AGREEMENT

Date: _____

Amount: \$100,000.00

Services as needed. Not for a fixed amount.

Description: Standby Generators Maintenance Services

Location: Citywide

City of Weston RFP NO. 2018-08

BOND

Date (not earlier than Agreement Date): _____

Amount: \$100,000.00

Modifications to this Bond: None _____ See Page(s) Page 6

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

CONTRACTOR AS PRINCIPAL
Megawattage, LLC

Michael S Jansen
Signature
Michael S Jansen
Name
President
Title

SURETY
The Cincinnati Insurance Company

[Signature]
Signature
Warren Alter
Name
Attorney-in-Fact
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

5979 NW 151st Street, #202
Miami Lakes, FL 33014
Address
305-517-3803
Phone
305-328-4838
Fax

[Signature]
Warren Alter, FL Resident Agent

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
 - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
 - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR's default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
 - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
 - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
 - B. Additional legal, design professional and delay costs resulting from CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
 8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

DEFINITIONS

- A. **Balance of the Agreement Price:** The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. **Agreement:** The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. **CONTRACTOR Default:** Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. **CITY Default:** Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

The provisions and limitations of section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Jonathan Bursevich, David Satine, Warren Alter,

of Miami Lakes, FL

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Twenty Million Dollars and 00/100 (\$20,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

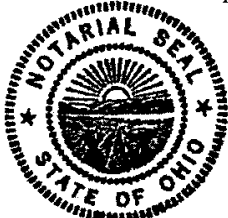


STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this day of



Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2018

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

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

PRODUCER
RRL Insurance Agency
4450 W. Eau Gallie Blvd., Suite 115
Melbourne FL 32934

CONTACT
NAME: Sue Teodoro
PHONE (A/C, No, Ext): 321-421-6306 FAX (A/C, No): 321-752-7980
E-MAIL
ADDRESS: steodoro@rrl-ins.com

INSURED
MEGAWATTAGE, LLC
850 SW 21st TERRACE
FT. LAUDERDALE FL 33312

MEGAWLLC

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Marke American Ins. Co.	28932
INSURER B : Vantapro Specialty Insurance Company	44768
INSURER C : Security National Insurance Co	19879
INSURER D : Evanston Insurance Company	35378
INSURER E : Westchester Surplus Lines	10172
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 632834606

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y Y	SES1327189-03	8/24/2018	8/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	5087-0001-00	5/27/2018	5/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Collision Ded. \$ 1,000
D	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y Y	MKLV2EUL102767	8/24/2018	8/24/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Excess over GL ONLY \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A E	Equipment Floater Pollution Liability		MKLM3IM0050210 G46806311 002	3/14/2018 8/24/2018	3/14/2019 8/24/2019	Pollution Aggregate \$3,000,000 Each Condition Limit \$1,000,000 Equipment Ded. \$2,500

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

The City of Weston is added as additional insured on General Liability Policy #SES1327189-03 on a primary & non-contributory basis. Waiver of subrogation is in favor of the City of Weston. The excess policy listed above is follow form of Policy #SES1327189-03.

CERTIFICATE HOLDER**CANCELLATION 30 Days**

CITY OF WESTON
17200 ROYAL PALM BOULEVARD
WESTON FL 33326

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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SECTION 5

RESOLUTION NO. 2018-148

RESOLUTION NO. 2018-158

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2018-148**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2018-08, A REQUEST FOR PROPOSALS FOR STANDBY GENERATORS MAINTENANCE SERVICES; AWARDING AND APPROVING AN AGREEMENT WITH MEGAWATTAGE, LLC, OF FORT LAUDERDALE, FLORIDA.

WHEREAS, First, the Indian Trace Development District ("ITDD") and the Bonaventure Development District ("BDD") are dependent special districts of the City of Weston ("City") for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of both Indian Trace Development District and the Bonaventure Development District; and

WHEREAS, Third, the City owns twelve (12) stationery and sixteen (16) portable generators, for standby power to service various City facilities, which require routine maintenance to assure readiness and reliability; and

WHEREAS, Fourth, funding is appropriated in the Fiscal Year 2019 Operating Expenditures within the City, the ITDD, and the BDD budgets; and

WHEREAS, Fifth, Chapter 32 of the City Code governs the acquisition of goods and services and disposal of City property, including the Request for Proposals for Standby Generators Maintenance Services, RFP No. 2018-08 (the "RFP"); and

WHEREAS, Sixth, the City prepared the RFP, wherein it is provided the proposals are ranked on the following criteria: 1) the proposer's financial ability to perform the services described in the Agreement; 2) the qualifications of the proposer's personnel and the type, quality and quantity of equipment currently owned by the proposer to be utilized to perform the services pursuant to this RFP and Agreement; 3) the proposer's total cost of services as provided in the Exhibit B – Fee Schedule Table; 4) the proposer's experience and performance on comparable contracts providing standby generators maintenance services to units of similar features, complexity and size as those owned and managed by the City; and

WHEREAS, Seventh, in compliance with Chapter 32 of the City Code, beginning on August 7, 2018, the RFP was issued and advertised in the Sun-Sentinel, on the City's website, and posted on the Public Notices board in the City Hall lobby, purchase in-person at the City of Weston Community Center, and proposal documents made available for electronic download from Onvia DemandStar; and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2018-08, A REQUEST FOR PROPOSALS FOR STANDBY GENERATORS MAINTENANCE SERVICES; AWARDING AND APPROVING AN AGREEMENT WITH MEGAWATTAGE, LLC, OF FORT LAUDERDALE, FLORIDA.

WHEREAS, Eighth, a total of 12 sets of RFP documents were obtained by potential proposers, eleven (11) sets through Onvia DemandStar and one (1) set through the Community Center; and

WHEREAS, Ninth, on August 16, 2018 a total of four potential proposers signed in and participated at the Mandatory Pre-Proposal Conference held at the City's Community Center; and

WHEREAS, Tenth, on August 21, 2018, the City issued Addendum #1; and

WHEREAS, Eleventh, the proposals were due on September 4, 2018, and received and opened following one (1) proposal: Megawattage, LLC, of Fort Lauderdale, Florida; and

WHEREAS, Twelfth, on September 24, 2018, the Selection Committee, consisting of Chair, Ryan Fernandes, Director of Technology; Bryan Cahen, Director of Budget, member; Thad Bielecki, Director of Landscaping, member; Andrew Matusевич, Assistant Director of Landscaping, alternate member, met at a publicly noticed meeting to evaluate and rank the proposal received; and

WHEREAS, Thirteenth, the Selection Committee evaluated the one (1) proposal and deemed the proposer responsive and responsible and ranked the proposer as follows: Megawattage, LLC, of Fort Lauderdale, Florida, number one; and

WHEREAS, Fourteenth, the City Commission desires to accept and ratify the ranking of the Selection Committee; and

WHEREAS, Fifteenth, the City Commission finds it in the best interest of the City to award and approve an Agreement for Standby Generators Maintenance Services to Megawattage, LLC, of Fort Lauderdale, Florida in the amount of \$77,141.53.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The rankings of the Selection Committee are accepted and ratified.

Section 3: The Agreement for Standby Generator Maintenance Services is awarded to Megawattage, LLC, of Fort Lauderdale, Florida, in the amount of \$77,141.53.

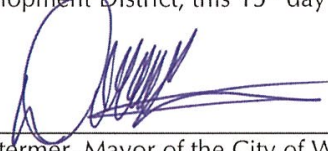
Section 4: The Agreement for Standby Generator Maintenance Services with Megawattage, LLC, of Fort Lauderdale, Florida, is approved in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2018-08, A REQUEST FOR PROPOSALS FOR STANDBY GENERATORS MAINTENANCE SERVICES; AWARDED AND APPROVING AN AGREEMENT WITH MEGAWATTAGE, LLC, OF FORT LAUDERDALE, FLORIDA.

Section 5: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

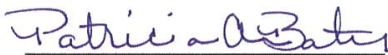
Section 6: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District and Bonaventure Development District, this 15th day of October 2018.



Daniel J. Stermer, Mayor of the City of Weston
Chair of the Indian Trace Development District
Chair of the Bonaventure Development District

ATTEST:



Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:



Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Jaffe	<u>Yes</u>
Commissioner Feuer	<u>Yes</u>
Commissioner Kallman	<u>Yes</u>
Commissioner Brown	<u>Yes</u>
Mayor Stermer	<u>Yes</u>

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2018-158**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AMENDING RESOLUTION NO. 2018-148, PROVIDING FOR THE CORRECT VERSION OF THE AGREEMENT FOR RFP NO. 2018-08 STANDBY GENERATORS MAINTENANCE SERVICES.

WHEREAS, First, the Indian Trace Development District ("ITDD") and the Bonaventure Development District ("BDD") are dependent special districts of the City of Weston ("City") for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of both Indian Trace Development District and the Bonaventure Development District; and

WHEREAS, Third, on October 15, 2018 the City Commission adopted Resolution No. 2018-148 approving and awarding an agreement with Megawattage, LLC, of Fort Lauderdale, Florida, pursuant to RFP No. 2018-08, a Request for Proposals for Standby Generators Maintenance Services (the "RFP") in the amount of \$77,141.53; and

WHEREAS, Fourth, the agreement attached to Resolution No. 2018-148 was an aged version that was inconsistent with the correct version of the agreement made a part of RFP No. 2018-08; and

WHEREAS, Fifth, the only substantive inconsistency between the two agreements was the amount of the performance and payment bond required, with the aged version being \$200,000.00 and the correct version being \$100,000.00; and

WHEREAS, Sixth, the correct agreement that is consistent with the published RFP No. 2018-08 document is attached hereto as Exhibit "A" and replaces the version that was originally attached to Resolution No. 2018-148; and

WHEREAS, Seventh, the City Commission finds it in the best interest of the City to amend Resolution No. 2018-148 providing for the correct version of the agreement with Megawattage, LLC.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AMENDING RESOLUTION NO. 2018-148, PROVIDING FOR THE CORRECT VERSION OF THE AGREEMENT FOR RFP NO. 2018-08 STANDBY GENERATORS MAINTENANCE SERVICES.

Section 2: Resolution No. 2018-148 is hereby amended to include the corrected version of the agreement with Megawattage, LLC., for RFP No. 2018-08, a Request for Proposals for Standby Generators Maintenance Services, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, this 19th day of November 2018.



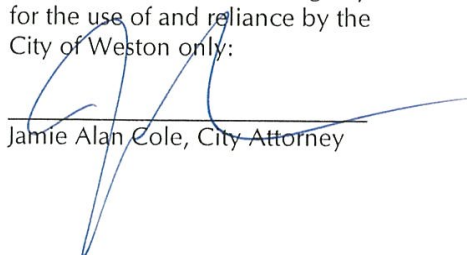
Daniel J. Stermer, Mayor of the City of Weston
Chair of the Indian Trace Development District
Chair of the Bonaventure Development District

ATTEST:



Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:



Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Commissioner Kallman	<u>Yes</u>
Commissioner Brown	<u>Yes</u>
Mayor Stermer	<u>Yes</u>

Exhibit "A"

Resolution No. 2018-148 is hereby amended to include the corrected version of the agreement with Megawattage, LLC., for RFP No. 2018-08, a Request for Proposals for Standby Generators Maintenance Services, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

TOWN OF
PEMBROKE PARK



Winter Wonderland

The Small Town that Means Big Business

SUNDAY | DECEMBER 18TH | 10AM- 10PM

RAYMOND P OGLESBY PRESERVE PARK

3115 SW 52nd Ave

**TOY GIVE AWAYS
FOOD TRUCKS, MUSIC, GAMES, AND MORE**

In Partnership with

For More Information: Event Coordinator (954) 870-0205

By attending an in-person or virtual Town of Pembroke Park event or activity, you are entering an area where photography, audio, and video recording may occur.

By attending this event you are agreeing to these terms and consenting to photography, audio, and video recording, and its release, publication, exhibition or reproduction to be used for promotional purpose, advertising, inclusion on websites, printed materials, social media, or for any other lawful purpose by the Town of Pembroke Park and its representatives. Please notify Town of Pembroke Park event personnel of any questions prior to attending.

