



Agenda

Special Commission Meeting

4:00 PM - Wednesday, August 26, 2026
Commission Chambers

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **DELETIONS OR WITHDRAWALS TO THE AGENDA**
5. **PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE**
6. **NEW BUSINESS**
 - 6.1 Consideration and approval of the Town's selection of a health insurance carrier for the upcoming plan year, based on the quotes and comparative analysis provided by the Town's insurance consultant, pursuant to Sec. 2-125(C)(4) of the Town's Code of Ordinances — Sponsored by Town Consultant Rosen and Interim Town Manager Sigerson
 - 6.2 Consideration and approval of selection of elevator interior designs for Town Hall building elevators — Public Services Director Odoms and Deputy Public Services Director Larzabal
 - 6.3 Discussion and possible action on the Rail Road Safety Arm — Sponsored by Public Services Director Odoms
 - 6.4 Consideration and approval of the Revised Agreement with Florida Palm Construction, Inc. — ITB 26-01, Town Hall Emergency Generator Installation — Sponsored by Public Service Director Odoms
RESOLUTION NO: 2026-064
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A REVISED AGREEMENT WITH FLORIDA PALM CONSTRUCTION, INC. FOR ITB 26-01, TOWN HALL EMERGENCY GENERATOR INSTALLATION, IN A REVISED NOT-TO-EXCEED AMOUNT OF \$687,958.41 ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE EXECUTION OF THE REVISED AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
7. **COMMISSIONER COMMENTS**
8. **ATTORNEY COMMENTS**
9. **TOWN MANAGER COMMENTS**
10. **ANNOUNCEMENTS**

- 10.1 First Budget Hearing Meeting, Wednesday, September 9, 2026 at 6:00 p.m.
Regular Commission meeting, Wednesday, September 9, 2026 at 7:00 p.m. or after the
First Budget Hearing meeting ends
Special Magistrate Hearing, Wednesday, September 16, 2026 at 9:00 am
Final Budget Hearing Meeting, Wednesday, September 23, 2026 at 6:00 p.m.
Workshop Commission meeting, Wednesday, September 30, 2026 at 6:00 p.m.

EVENTS

Food Giveaway, Saturday, August 29, 2026, at 9:00 a.m.

11. ADJOURNMENT

In accordance with the provisions of F.S. Section 286.0105, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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

Cynthia Garcia-Lima
Town Clerk



Agenda Item Report

Subject:	Consideration and approval of the Town's selection of a health insurance carrier for the upcoming plan year, based on the quotes and comparative analysis provided by the Town's insurance consultant, pursuant to Sec. 2-125(C)(4) of the Town's Code of Ordinances — Sponsored by Town Consultant Rosen and Interim Town Manager Sigerson
Meeting Date:	Special Commission Meeting - August 26, 2026
Prepared For:	Special Commission
Staff Contact:	David Sigerson, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	Each year, the Town's insurance consultant solicits quotes from qualified health insurance carriers and provides a comparative analysis of premiums, plan designs, network coverage, and projected cost impacts. The consultant's role is to assist the Town by gathering market proposals, evaluating carrier options, and presenting the findings in a format that supports informed decision-making. Upon review of the consultant's analysis, the Town determines which carrier offers the most advantageous combination of cost, coverage, and service for the upcoming plan year. Approval of this item authorizes the Town to engage the health insurance carrier selected by the Town based on the consultant's quote review and evaluation, pursuant to Sec. 2-125(C)(4) of the Town's Code of Ordinances.

Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Approvals:

Cynthia Garcia-Lima, Town Clerk
David Sigerson, Town Manager
Cynthia Garcia-Lima, Town Clerk

Created/Initiated - 8/19/2026
Approved - 8/20/2026
Final Approval - 8/21/2026

Attachments:

1. Cigna Renewal rates and alternatives
2. Current Cigna Benefit sheets
3. Copy of 3 plan Benefits

Current Cigna Rates

	Subs
Employee	22
Employee + Spouse	8
Employee + Child(ren)	11
Employee + Family	14
Monthly Cost	55

Renewal Cigna Rates 27%

	Subs
Employee	22
Employee + Spouse	8
Employee + Child(ren)	11
Employee + Family	14
Monthly Cost	55

Cigna Alternative Plan OAPIN 22.88%

	Subs
Employee	22
Employee + Spouse	8
Employee + Child(ren)	11
Employee + Family	14
Monthly Cost	55

Cigna Alternative Plan OAPIN – 21.85%

	Subs
Employee	22
Employee + Spouse	8
Employee + Child(ren)	11

Employee + Family	14
Monthly Cost	55

Rates

\$828. 40

\$1, 888. 73

\$1, 656. 78

\$2, 650. 85

\$94, 479. 83

Rates

\$1, 049. 75

\$2, 393. 40

\$2, 099. 47

\$3, 359. 16

111, 020. 46

Rates

\$1, 015. 98

\$2, 316. 40

\$2, 031. 94

\$3, 251. 10

\$108, 749. 50

Rates

\$1, 007. 55

\$2, 297. 20

\$2, 015. 09

\$3,224.13
\$107,847.51



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. **NOTE:** Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is **only a summary**. For more information about your coverage, or to get a copy of the complete terms of coverage, go online at www.cigna.com/sp. For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms, see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-866-494-2111 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible ?	\$0	See the Common Medical Events chart below for your costs for services this plan covers.
Are there services covered before you meet your deductible ?	No.	You will have to meet the deductible before the plan pays for any services.
Are there other deductibles for specific services?	Yes. \$150 for in-network outpatient hospital visit; \$250 per admission for in-network hospital stay There are no other specific deductibles .	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan ?	For in-network providers : \$2,500/individual or \$7,500/family Combined medical/behavioral and pharmacy out-of-pocket limit	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan , they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit ?	Premiums , balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes. See www.cigna.com or call 1-866-494-2111 for a list of network providers .	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?	No.	You can see the specialist you choose without a referral .

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 copay /office visit No charge/virtual visit	Not covered	None
	Specialist visit	\$10 copay /visit	Not covered	None
	Preventive care/screening /immunization	No charge	Not covered	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	No charge	Not covered	None
	Imaging (CT/PET scans, MRIs)	\$50 scan per day copay at an outpatient facility \$75 scan per day copay in the office	Not covered	None
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.cigna.com	Generic drugs (Tier 1)	\$10 copay /prescription (retail 30 days), \$25 copay /prescription (retail & home delivery 90 days)	Not covered	Coverage is limited up to a 90-day supply (retail and home delivery); up to a 30-day supply (retail and home delivery) for Specialty drugs . Certain limitations may apply, including, for example: prior authorization, step therapy, quantity limits. For drugs in the Cigna Patient Assurance Program you may pay less than the noted retail or home delivery cost share amounts. In-network Federally required preventive drugs will be provided at no charge.
	Preferred brand drugs (Tier 2)	\$30 copay /prescription (retail 30 days), \$75 copay /prescription (retail & home delivery 90 days)	Not covered	
	Non-preferred brand drugs (Tier 3)	\$50 copay /prescription (retail 30 days), \$125 copay /prescription (retail & home delivery 90 days)	Not covered	
	Specialty drugs (Tier 4)	20% coinsurance /prescription (retail & home delivery 30 days)	Not covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	\$150 deductible /admission	Not covered	None
	Physician/surgeon fees	No charge	Not covered	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	Emergency room care	\$100 copay /visit	\$100 copay /visit	Per visit copay is waived if admitted. Out-of-network services are paid at the in-network cost share.
	Emergency medical transportation	No charge	No charge	Out-of-network air ambulance services are paid at the in-network cost share. Services for MH/SA diagnoses will be payable according to Emergency room care benefits.
	Urgent care	\$10 copay /visit	Not covered	None
If you have a hospital stay	Facility fee (e.g., hospital room)	\$250 deductible /admission	Not covered	None
	Physician/surgeon fees	No charge	Not covered	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$10 copay /office visit No charge/all other services	Not covered	Includes medical services for MH/SA diagnoses.
	Inpatient services	\$250 deductible /admission	Not covered	Includes medical services for MH/SA diagnoses.
If you are pregnant	Office visits	No charge	Not covered	Primary Care or Specialist benefit levels apply for initial visit to confirm pregnancy. Cost sharing does not apply for preventive services . Depending on the type of services, a copayment , coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	No charge	Not covered	
	Childbirth/delivery facility services	\$250 deductible /admission	Not covered	
If you need help recovering or have other special health needs	Home health care	No charge	Not covered	Coverage is limited to 60 visits annual max. (The limit is not applicable to mental health and substance use disorder conditions.)

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Rehabilitation services	\$10 copay /visit for Physical, Speech, Hearing & Occupational therapy No charge/visit for Chiropractic care services	Not covered	Coverage is limited to an annual max of 30 visits for Physical therapy, Speech, Hearing & Occupational therapy and 30 visits annual max for Chiropractic care services. Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies.
	Habilitation services	\$10 copay /visit for Physical, Speech, Hearing & Occupational therapy	Not covered	Services are covered when Medically Necessary to treat a mental health condition (e.g. autism) or a congenital abnormality. Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies.
	Skilled nursing care	No charge	Not covered	Coverage is limited to 60 days annual max.
	Durable medical equipment	No charge	Not covered	None
	Hospice services	No charge/inpatient services No charge/outpatient services	Not covered	None
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

- | | | |
|--------------------------|---|-------------------------------|
| • Acupuncture | • Hearing aids | • Routine eye care (Adult) |
| • Bariatric surgery | • Infertility treatment | • Routine eye care (Children) |
| • Cosmetic surgery | • Long-term care | • Routine foot care |
| • Dental care (Adult) | • Non-emergency care when traveling outside of the U.S. | • Weight loss programs |
| • Dental care (Children) | • Private-duty nursing | |

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- Chiropractic care (30 visits)

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Cigna at 1-866-494-2111, Florida Office of Insurance Regulation at 1-877-693-5236 and Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#) or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Cigna Customer service at 1-866-494-2111. You may also contact Florida Office of Insurance Regulation at 1-877-693-5236.

Does this plan provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-866-494-2111.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-866-494-2111.

Chinese (中文): 如果需要中文的帮助，请拨打这个号码 1-866-494-2111.

Navajo (Dine): Dinekehgo shika at'ohwol ninisingo, kwijigo holne' 1-866-494-2111.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and excluded services under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The [plan's](#) overall [deductible](#) \$0
- [Specialist copayment](#) \$10
- Hospital (facility) [coinsurance](#) 0%
- Other [coinsurance](#) 0%

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (*ultrasounds and blood work*)
[Specialist](#) visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles *	\$250
Copayments	\$20
Coinsurance	\$0

<i>What isn't covered</i>	
Limits or exclusions	\$20

The total Peg would pay is	\$290
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Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The [plan's](#) overall [deductible](#) \$0
- [Specialist copayment](#) \$10
- Hospital (facility) [coinsurance](#) 0%
- Other [coinsurance](#) 0%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (*including disease education*)
[Diagnostic tests](#) (*blood work*)
[Prescription drugs](#)
[Durable medical equipment](#) (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$600
Coinsurance	\$0

<i>What isn't covered</i>	
Limits or exclusions	\$40

The total Joe would pay is	\$640
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Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The [plan's](#) overall [deductible](#) \$0
- [Specialist copayment](#) \$10
- Hospital (facility) [coinsurance](#) 0%
- Other [coinsurance](#) 0%

This EXAMPLE event includes services like:

[Emergency room care](#) (*including medical supplies*)
[Diagnostic test](#) (*x-ray*)
[Durable medical equipment](#) (*crutches*)
[Rehabilitation services](#) (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$200
Coinsurance	\$0

<i>What isn't covered</i>	
Limits or exclusions	\$0

The total Mia would pay is	\$200
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*Note: This [plan](#) has other [deductibles](#) for specific services included in this coverage example. See "Are there other [deductibles](#) for specific services?" row above.

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

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Discrimination is against the law.

Medical coverage

Cigna Healthcare complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Cigna Healthcare does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Cigna Healthcare:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.



If you believe that Cigna Healthcare has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by sending an email to **ACAGrievance@Cigna.com** or by writing to the following address:

Cigna Healthcare

Nondiscrimination Complaint Coordinator
P.O. Box 188016
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to **ACAGrievance@Cigna.com**. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1.800.368.1019, 800.537.7697 (TDD)

Complaint forms are available at
<https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html>

Cigna Healthcare products and services are provided exclusively by or through operating subsidiaries of The Cigna Group, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Evernorth Behavioral Health, Inc., Evernorth Care Solutions, Inc. and HMO or service company subsidiaries of Cigna Health Corporation, including Cigna HealthCare of Arizona, Inc., Cigna HealthCare of California, Inc., Cigna HealthCare of Colorado, Inc., Cigna HealthCare of Connecticut, Inc., Cigna HealthCare of Florida, Inc., Cigna HealthCare of Georgia, Inc., Cigna HealthCare of Illinois, Inc., Cigna HealthCare of Indiana, Inc., Cigna HealthCare of St. Louis, Inc., Cigna HealthCare of North Carolina, Inc., Cigna HealthCare of New Jersey, Inc., Cigna HealthCare of South Carolina, Inc., Cigna HealthCare of Tennessee, Inc., and Cigna HealthCare of Texas, Inc. ATTENTION: If you speak languages other than English, language assistance services, free of charge are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711). ATENCION: Si usted habla un idioma que no sea inglés, tiene a su disposición servicios gratuitos de asistencia lingüística. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

Proficiency of Language Assistance Services

English – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna Healthcare customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

Spanish – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna Healthcare, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

Chinese – 注意：我們可為您免費提供語言協助服務。對於 Cigna Healthcare 的現有客戶，請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224（聽障專線：請撥 711）。

Vietnamese – XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Dành cho khách hàng hiện tại của Cigna Healthcare, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

Korean – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna Healthcare 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주시십시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711) 번으로 전화해주시십시오.

Tagalog – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna Healthcare, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: I-dial ang 711).

Russian – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna Healthcare, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

Arabic – برجاء الانتباه خدمات الترجمة المجانية متاحة لكم. لعملاء Cigna Healthcare الحاليين برجاء الاتصال بالرقم المدون علي ظهر بطاقتكم الشخصية. او اتصل ب 1.800.244.6224 (TTY: اتصل ب 711).

French Creole – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna Healthcare yo, rele nimewo ki dèyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

French – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna Healthcare, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : composez le numéro 711).

Portuguese – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna Healthcare atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

Polish – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna Healthcare mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

Japanese – 注意事項：日本語を話される場合、無料の言語支援サービスをご利用いただけます。現在のCigna Healthcareのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224（TTY: 711）まで、お電話にてご連絡ください。

Italian – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna Healthcare attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

German – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna Healthcare-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

Persian (Farsi) – توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می شود. برای مشتریان فعلی Cigna Healthcare، لطفاً با شماره ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (شماره تلفن ویژه ناشنوایان: شماره 711 را شماره گیری کنید).

Plan Compare - (7/30/2026)

These are only highlights.

This summary outlines highlights of the plan. For a complete list of what's covered and not covered see the insurance certificate or summary plan description. In the event of a conflict, the terms of those documents control.

Account Name:	Town of Pembroke Park		
Opportunity Number:	OP-5699328		
Quote ID:	2147483647		
Product Name:	Facets Open Access Plus		
Proposed Product:	N-10406FL009772		
FAT:	Traditional-Pooled/Block Rated		
Plan/Situs State:	Florida		
Plan Name:	As-Is	O1P3 Alt 1 OAPIN (5)	
Plan ID:	40265528	40275994	
Plan Type:	Rating	Rating	
MH Parity Status:	Passed	Passed	
OOP Status:	Passed	Passed	
MACC Creditable:	Creditable	Creditable	
Medical			
Plan			
Enhanced Benefits Approved (BE 2015)	IN. OON	YES	YES
Incumbent/As Is	IN. OON	NO	NO
Pre-Existing Limitation	IN	Excluded	Excluded
Lifetime Maximum Limit	IN	Unlimited	Unlimited
Lifetime Maximum Accumulator	IN	No Cross Accumulation	No Cross Accumulation
Annual Maximum Limit	IN	Unlimited	Unlimited
Variable Coinsurance Applies	IN. OON	NO	NO
Coinsurance	IN	100%	100%
Plan Year (Accumulation Period)	IN. OON	Calendar Year	Calendar Year
Medical Exclusion	IN. OON	Extended (does not cover Bariatric)	Extended (does not cover Bariatric)
Plan Deductible			
Plan Deductible - Order of Applicability	IN. OON	Benefit Copay. Plan Deductible. Coinsurance	Benefit Copay. Plan Deductible. Coinsurance
Collective Deductible	IN. OON	NO	NO
Individual Plan - Indiv Ded Max Amount	IN	\$0	\$500
Family Plan - Indiv Ded Max Amount	IN	\$0	\$500
Family Plan - Family Ded Max Amount	IN	\$0	\$1,000
3 Month Carryover	IN. OON	Excluded	Excluded
Plan Out of Pocket			
Collective OOP	IN. OON	NO	NO
Individual Plan - Indiv OOP Max Amount	IN	\$2,500	\$2,500
Family Plan - Indiv OOP Max Amount	IN	\$2,500	\$2,500
Family Plan - Family OOP Max Amount	IN	\$7,500	\$7,500
OOP Max Copays Accumulation	IN	All Copays Accumulate	All Copays Accumulate
OOP Max Plan Deductible Accumulation	IN	Ded Accumulates	Ded Accumulates
Out of Network Enhanced Claims			
Emergency Svcs Reimbursement Limit	IN. OON	MRC2 - with Offer and Settlement	MRC2 - with Offer and Settlement
Physician Services - Office Visit			
Combined PCP and Specialist	IN	NO	NO
Primary Care Physician Service Copay	IN	\$10	\$20
Primary Care Physician Service Coinsurance	IN	100%	100%
Plan Deductible Applies to Primary Care Physician	IN	NO	NO
Specialty Care Service Copay	IN	\$10	\$20
Specialty Care Service Coinsurance	IN	100%	100%
Plan Deductible Applies to Specialty Care	IN	NO	NO
Office Surgery Cost Share Option	IN	Same as Physician Services - Office Visit	Same as Physician Services - Office Visit
Alternative Care Annual Maximum (OR/WA Situs States Only) Cost Share Option	IN. OON	N/A	N/A
Physician Services - Virtual Care			
Benefit Steerage Approved (2021 Filina)	IN	YES	YES
Virtual Primary Care Physician Cost Share Option	IN	Copay/Benefit Coins	Copay/Benefit Coins
Virtual Primary Care Physician Copay	IN	None	None
Virtual Primary Care Physician Coinsurance	IN	100%	100%
Plan Deductible Applies to Virtual Primary Care Physician	IN	NO	NO
Virtual Specialty Care Cost Share Option	IN	Same as Specialty Care Office Visit	Same as Specialty Care Office Visit
Virtual Specialty Care Copay	IN	\$10	\$20
Virtual Specialty Care Coinsurance	IN	100%	100%
Plan Deductible Applies to Virtual Specialty Care	IN	NO	NO
Virtual Care-MDLIVE			
Benefit Steerage Approved (2022 Filina)	IN	YES	YES
MDLIVE Primary Care Covered	IN	YES	YES
MDLIVE Primary Care Cost Share Options	IN	Same as Virtual PCP Care	Same as Virtual PCP Care
MDLIVE Primary Care Copay	IN	None	None
MDLIVE Primary Care Coinsurance	IN	100%	100%
Plan Deductible Applies to MDLIVE Primary Care	IN	NO	NO
MDLIVE Specialty Care Covered	IN	YES	YES
MDLIVE Specialty Care Cost Share Options	IN	Same as Virtual Specialty Care	Same as Virtual Specialty Care

MDLIVE Specialty Care Copay	IN	\$10	\$20
MDLIVE Specialty Care Coinsurance	IN	100%	100%
Plan Deductible Applies to MDLIVE Specialty Care	IN	NO	NO
MDLIVE Urgent Care Services Covered	IN	YES	YES
MDLIVE Urgent Care Cost Share Options	IN	Same as MDLIVE PCP	Same as MDLIVE PCP
MDLIVE Urgent Care Copay	IN	None	None
MDLIVE Urgent Care Coinsurance	IN	100%	100%
Plan Deductible Applies to MDLIVE Urgent Care	IN	NO	NO
Convenience Care Clinic			
Benefit Steerage Approved (2021 Filing)	IN	YES	YES
Covered	IN	YES	YES
Cost Share Option	IN	Same as PCP Office Visit	Same as PCP Office Visit
Copay	IN	\$10	\$20
Coinsurance	IN	100%	100%
Plan Deductible Applies to Convenience Care Clinic	IN	NO	NO
Office Surgery Cost Share Option	IN	Same as Office Surgery Cost Share	Same as Office Surgery Cost Share
Lab/Radiology Cost Share Option	IN	Same as Phvs Svcs Office Lab/Radiology	Same as Phvs Svcs Office Lab/Radiology
Preventive Care			
Child Preventive Care Office Visit	IN	100%. No Ded	100%. No Ded
Child Preventive Care Services	IN	100%. No Ded	100%. No Ded
Child Preventive Care Immunizations	IN	100%. No Ded	100%. No Ded
Adult Preventive Care Office Visit	IN	100%. No Ded	100%. No Ded
Adult Preventive Care Services	IN	100%. No Ded	100%. No Ded
Adult Preventive Care Immunizations	IN	100%. No Ded	100%. No Ded
Preventive Care - Child Through Age	IN. OON	15	15
Immunizations - Child Through Age	IN. OON	15	15
Breast Feeding Equipment			
Covered	IN	YES	YES
Cost Share Option	IN	100%	100%
Plan Deductible Applies	IN	NO	NO
Inpatient Hospital			
Copay Options	IN	Per Admit Copay	Per Admit Copay
Per Admit Copay	IN	\$250	\$250
Coinsurance	IN	100%	100%
Plan Deductible Applies	IN	NO	NO
Outpatient Facility Services			
Copay	IN	\$150	\$150
Coinsurance	IN	100%	100%
Plan Deductible Applies	IN	NO	NO
Inpatient Professional Services			
Coinsurance	IN	100%	100%
Plan Deductible Applies	IN	YES	YES
Outpatient Professional Services			
Coinsurance	IN	100%	100%
Plan Deductible Applies	IN	YES	YES
Emergency Services			
Emergency Room (ER) Copay	IN. OON	\$100	\$100
Emergency Room (ER) Coinsurance	IN. OON	100%	100%
Plan Deductible Applies (ER)	IN. OON	NO	NO
Urgent Care Cost Share Option	IN	Copay/100% Coinsurance	Copay/100% Coinsurance
Urgent Care Facility (UC) Copay	IN	\$10	\$30
Urgent Care Facility (UC) Coinsurance	IN	100%	100%
Plan Deductible Applies (UC)	IN	NO	NO
Ambulance Day Limit Amount	IN. OON	Unlimited	Unlimited
Inpatient Services at Other Health Care Facilities			
Covered	IN	YES	YES
Coinsurance	IN	100%	100%
Annual Day Limit	IN. OON	60	60
Plan Deductible Applies	IN	YES	YES
Laboratory Services			
Physicians Services - Office Visit	IN	Same as Physician Services - Office Visit	Same as Physician Services - Office Visit
Outpatient Facility Cost Share	IN	Benefit Coins	Benefit Coins
Outpatient Facility Coinsurance	IN	100%	100%
Plan Deductible Applies at Outpatient Facility	IN	NO	NO
Independent Lab Facility Cost Share	IN	Benefit Coins	Benefit Coins
Independent Lab Facility Coinsurance	IN	100%	100%
Plan Deductible Applies at Independent Lab Facility	IN	NO	NO
Radiology Services			
Physicians Services - Office Visit	IN	Same as Physician Services - Office Visit	Same as Physician Services - Office Visit
Outpatient Facility Cost Share	IN	Benefit Coins	Benefit Coins
Outpatient Facility Coinsurance	IN	100%	100%
Plan Deductible Applies at Outpatient Facility	IN	NO	NO
Advanced Radiology Imaging			
Physician Services - Office Visit - Cost Share Options	IN	Scan Copay/100% Coins	Scan Copay/100% Coins
Scan at Physician Services - Office Visit Copay	IN	\$75	\$75

Physician Services - Office Visit Coinsurance	IN	100%	100%
Plan Deductible Applies at Physician Services - Office Visit	IN	NO	NO
Outpatient Facility Cost Share	IN	Scan Copay/100% Coins	Scan Copay/100% Coins
Scan at Outpatient Facility Copay	IN	\$50	\$50
Outpatient Facility Coinsurance	IN	100%	100%
Plan Deductible Applies at Outpatient Facility	IN	NO	NO
Condition-Specific Care			
Condition-Specific Care	IN	Included	Included
Cost Share Options	IN	100%, No Ded	100%, No Ded
Coinsurance	IN	100%	100%
Plan Deductible Applies to Condition-Specific Care	IN	NO	NO
Bone & Joint Health	IN	Included	Included
EN Guided Musculoskeletal Care	IN	Included	Included
Condition-Specific Care Travel Maximum	IN	\$600 per procedure	\$600 per procedure
Outpatient Short Term Rehab			
Visit Combo Options	IN, OON	(Speech, PT, OT)	(Speech, PT, OT)
Covered	IN	Yes - All Therapies	Yes - All Therapies
Cost Share Options - (Speech, PT and OT)	IN	Same as Specialist Office Visit	Same as Specialist Office Visit
Physical, Speech, and Occupational Annual Max Limit	IN	30	30
Reward Benefit - Physical Therapy (PT)	IN	Excluded	Excluded
Chiropractic Care			
Covered	IN	YES	YES
Cost Share Options	IN	Plan Coins	Plan Coins
Plan Deductible Applies	IN	YES	YES
Limit Options	IN, OON	Annual Max Limit	Annual Max Limit
Annual Max Limit	IN	30	30
Annual Dollar Limit	IN, OON	Unlimited	Unlimited
Outpatient Cardiac Rehabilitation			
Annual Max Limit	IN, OON	36	36
Home Health Care			
Covered	IN	YES	YES
Annual Max Limit	IN	60	60
Hospice			
Inpatient Services at Other Health Care Facilities - Covered	IN	YES	YES
Plan Deductible Applies at Inpatient Services at Other Health Care Facilities	IN	YES	YES
Outpatient Services - Covered	IN	YES	YES
Plan Deductible Applies at Outpatient Services	IN	YES	YES
Medical Pharmaceuticals			
Covered at Inpatient Facility	IN	Same as Inpatient Hospital	Same as Inpatient Hospital
Cigna Pathwell Specialty Network Included	IN	YES	YES
Cigna Pathwell Specialty Drugs Covered	IN	YES	YES
Cigna Pathwell Specialty Drugs Pricing	IN	Preferred Pricing	Preferred Pricing
Cigna Pathwell Specialty Drugs Preferred Pricing Option	IN	High	High
Cigna Pathwell Specialty Drugs Coinsurance	IN	100%	100%
Plan Deductible Applies to Cigna Pathwell Specialty Drugs	IN	YES	YES
Other Medical Pharmaceutical Drugs Covered	IN	YES	YES
Other Medical Pharmaceutical Drugs Coinsurance	IN	100%	100%
Plan Deductible Applies to Other Medical Pharmaceutical Drugs	IN	YES	YES
Reproductive Health Benefits			
Elective Abortion - Covered	IN	NO	NO
Family Planning - Women - Covered	IN	YES	YES
Family Planning Cost Share Options - Women	IN	Plan Pays 100%	Plan Pays 100%
Plan Deductible Applies to Family Planning - Women	IN	NO	NO
Family Planning - Men - Covered	IN	NO	NO
Infertility - Covered	IN	NO	NO
Organ Transplants			
Organ Transplant (Other Providers) Covered	IN	NO	NO
Organ Transplant (LifeSOURCE) Facility Cost Share	IN	Same as Inpatient Facility	Same as Inpatient Facility
Organ Transplant (LifeSOURCE) Professional Svcs Cost Share	IN	Same as IP Professional Svcs	Same as IP Professional Svcs
Organ Transplant Travel Max	IN	\$10,000 per Transplant per Lifetime	\$10,000 per Transplant per Lifetime
Travel Max applies to	IN	LifeSOURCE Facilities	LifeSOURCE Facilities
Durable Medical Equipment/External Prosthetics Appliances			
Covered	IN	YES	YES
Coinsurance	IN	100%	100%
Plan Deductible Applies	IN	YES	YES
Accumulates to OOP	IN, OON	YES	YES
Annual Maximum	IN	Unlimited	Unlimited
Lifetime Maximum	IN, OON	Unlimited	Unlimited
Outpatient Dialysis			
Benefit Structure Approved (2021 Final)	IN	YES	YES
Covered	IN	YES	YES
TMJ (Surgical and Non Surgical)			
Covered	IN	YES	YES
Annual Maximum(Surgical & Non Surgical) Limit	IN, OON	Unlimited	Unlimited
Lifetime Maximum (Surgical & Non Surgical) Limit	IN, OON	Not Applicable	Not Applicable

Routine Foot Disorder			
Covered	IN	NO	NO
Acupuncture			
Covered	IN	NO	NO
Precertification/Medical Management			
Modular Medical Management Program	IN, OON	Complete Care	Complete Care
High Tech Radiology	IN, OON	Essential Plus	Essential Plus
Incentives			
Well-Being Solution	IN, OON	Core Plus	Core Plus
Well-Being Solution - Incentive	IN, OON	Excluded	Excluded
MotivateMe Incentive Program	IN, OON	Excluded	Excluded
Programs			
Social Engagement	IN, OON	Not Available	Not Available
One Guide	IN, OON	Included	Included
Your Health First	IN, OON	Excluded	Excluded
Oncology Management	IN, OON	Included	Included
Weight Management Program - Buy Up Option	IN, OON	Included	Included
Tobacco Cessation Program - Buy Up Option	IN, OON	Included	Included
Stress Management Program - Buy Up Option	IN, OON	Included	Included
Integrated Diabetes Prevention Program	IN, OON	Included	Included
24 HIL	IN, OON	Included	Included
Nurseline 24/7	IN, OON	Included	Included
Neonatal Management	IN, OON	Excluded	Excluded
Medicare COB			
Retiree Coverage	IN, OON	Excluded	Excluded
Percent of Medicare Eligible Retirees	IN, OON	N/A	N/A
Retiree Coordination of Benefits	IN, OON	N/A	N/A
Pharmacy			
Plan			
Pharmacy Plan Design	IN	Non-MedPharm (No Comb Med/Rx Ded/OOP)	Non-MedPharm (No Comb Med/Rx Ded/OOP)
Pharmacy Network	IN	Cigna 90 Now CVS	Cigna 90 Now CVS
Formulary/Prescription Drug List	IN	Advantage	Advantage
Tier Selection	IN	4	4
Dispensing Requirement	IN	MAC B: Restricted Generics	MAC B: Restricted Generics
Cost Share Processing Logic	IN	Copay K or Copay G	Copay K or Copay G
Out-of-network Pharmacy Benefits	OON	NO	NO
Pharmacy Deductible - Individual	IN	None (\$0)	None (\$0)
Pharmacy Deductible - Family	IN	None (\$0)	None (\$0)
Pharmacy OOP Maximum - Individual	IN	Combined With Medical	Combined With Medical
Pharmacy OOP Maximum - Family	IN	Combined With Medical	Combined With Medical
Home Delivery Accumulates to Pharmacy OOP	IN	YES	YES
Pharmacy Discount Option	IN	High Plus Rx Discounts	High Plus Rx Discounts
Pharmacy Rebate Option	IN	None	None
EnReachRx for Cigna Healthcare	IN	Included	Included
Pharmacy Pricing	IN	27	27
Supply Limit			
Non-Specialty Drugs - Day Supply Limit - Retail	IN	90	90
Non-Specialty Drugs - Day Supply Limit - Home Delivery	IN	90	90
Specialty Drugs - Day Supply Limit - Retail	IN	30	30
Specialty Drugs - Day Supply Limit - Home Delivery	IN	30	30
Clinical Day Supply Program	IN	Excluded	Excluded
Retail Cost Share			
Retail Cost Share Type	IN	Copay/Coinsurance	Copay/Coinsurance
Retail Min/Max Option for Coinsurance	IN	YES	YES
Oral Specialty Drugs Cost Share	IN	Covered under Specialty Drugs Tiers	Covered under Specialty Drugs Tiers
Retail Generic Copay	IN	\$10	\$10
Deductible Applies to In Network Retail - Generic	IN	NO	NO
Retail Pref Brand Copay	IN	\$30	\$30
Deductible Applies to In Network Retail - Pref Brand	IN	NO	NO
Retail Non Pref Brand Copay	IN	\$50	\$50
Deductible Applies to In Network Retail - Non Pref Brand	IN	NO	NO
Retail Specialty Customer Coinsurance	IN	20%	20%
Retail Specialty Minimum Copay	IN	N/A	N/A
Retail Specialty Maximum Copay	IN	N/A	N/A
Deductible Applies to In Network Retail - Specialty	IN	NO	NO
90 Day Retail Benefit Cost Share (copay multiplier)	IN	2.5x Copay	2.5x Copay
Retail Generic Copay (90 Days)	IN	\$25	\$25
Deductible Applies to In Network Retail - Generic (90 Days)	IN	NO	NO
Retail Pref Brand Copay (90 Days)	IN	\$75	\$75
Deductible Applies to In Network Retail - Pref Brand (90 Days)	IN	NO	NO
Retail Non Pref Brand Copay (90 Days)	IN	\$125	\$125
Deductible Applies to In Network Retail - Non Pref Brand (90 Days)	IN	NO	NO
90 Day Program			
90 Day Program Type	IN	Voluntary (Cigna 90 Now)	Voluntary (Cigna 90 Now)
Home Delivery Cost Share			

Home Delivery Cost Share Type	IN	Same as Retail	Same as Retail
Home Delivery Min/Max Option for Coinsurance	IN	YES	YES
Home Delivery Generic Copay	IN	\$25	\$25
Deductible Applies to In Network Home Delivery - Generic	IN	NO	NO
Home Delivery Pref Brand Copay	IN	\$75	\$75
Deductible Applies to In Network Home Delivery - Pref Brand	IN	NO	NO
Home Delivery Non Pref Brand Copay	IN	\$125	\$125
Deductible Applies to In Network Home Delivery - Non Pref Brand	IN	NO	NO
Home Delivery Specialty Customer Coinsurance	IN	20%	20%
Home Delivery Specialty Minimum Copay	IN	N/A	N/A
Home Delivery Specialty Maximum Copay	IN	N/A	N/A
Deductible Applies to In Network Home Delivery Specialty	IN	NO	NO
Home Delivery Programs			
Out-of-Pocket Adjuster Program	IN	Excluded	Excluded
SaveOnSP Programs	IN	Excluded	Excluded
Exclusive Specialty Home Delivery Program (Med Access Option)	IN	No (Retail/Home Delivery)	No (Retail/Home Delivery)
Reproductive Drug List Options			
PPACA Contraceptive Devices and Drugs	IN	Covered at 100%	Covered at 100%
Contraceptive Devices and Drugs Buy-Up	IN	Covered	Covered
Oral Fertility Drugs	IN	Not Covered	Not Covered
Preventive Drugs Cost Share Enrichment			
Preventive Drugs Management	IN	None	None
Drug List Options			
PPACA Prenatal Vitamins	IN	Covered at 100%	Covered at 100%
Prescription Vitamins Buy-Up	IN	Covered	Covered
Prescription Weight Loss Drugs	IN	Not Covered	Not Covered
PPACA Smoking Cessation	IN	Covered at 100%	Covered at 100%
Smoking Cessation Buy-Up	IN	Not Covered	Not Covered
Lifestyle Drugs	IN	Not Covered	Not Covered
Insulin	IN	Covered	Covered
Diabetic Supplies	IN	Covered	Covered
Diabetic Pens & cartridges	IN	Covered	Covered
Optional Self Injectable (Excludes Infertility)	IN	Covered	Covered
Proton Pump Inhibitors (Ulcer drugs)	IN	Not Covered	Not Covered
Non-Sedating Anti-histamines	IN	Not Covered	Not Covered
Drug Removal Table	IN	Applies	Applies
Clinical Program			
Non-SRx Drug Management Program	IN	Essential	Essential
Specialty Drug Management	IN	Specialty Package (recommended)	Specialty Package (recommended)
Specialty Condition Counseling (previously TheraCare)	IN	Included	Included
Pap & Communicate (Step Therapy)	IN	One Fill & 100 Days	One Fill & 100 Days
Grandfathering (Step Therapy)	IN	Sensitive ST Classes only (recommended)	Sensitive ST Classes only (recommended)
Grandfathering (Prior Auth - SRx and Non-SRx)	IN	Excluded	Excluded
Patient Assurance Program			
Patient Assurance Program	IN	Included	Included
Cost Share Accumulates To	IN	Out-of-Pocket Only	Out-of-Pocket Only
Pharma Mfg Discount Accumulates To	IN	Out-of-Pocket Only	Out-of-Pocket Only
MH/SA			
Office Visits			
MH/SA Outpatient Office Visits - Copay	IN	\$10	\$20
MH/SA Outpatient Office Visits - Coinsurance	IN	100%	100%
MH/SA Outpatient Office Visit - Plan Ded. Applied - Admin Option	IN	NO	NO
Benefit Steerage Approved (2022 Filing)	IN	YES	YES
MH/SA MDLIVE Office Cost Share Options	IN	Same as MH/SA Office Visit	Same as MH/SA Office Visit
MH/SA MDLIVE Office Visit - Copay	IN	\$10	\$20
MH/SA MDLIVE Office Visit - Coinsurance	IN	100%	100%
MH/SA Plan Deductible Applies to MDLIVE Office Visit	IN	NO	NO
MH/SA OP & MH Group Therapy Combined - Maximum Visits	IN	Unlimited	Unlimited
Inpatient Hospital			
MH/SA Hospital IP - Copay Options	IN	Per Admit Copay	Per Admit Copay
MH/SA Hospital IP - Per Admit - Copay	IN	\$250	\$250
MH/SA Hospital IP - Coinsurance	IN	100%	100%
MH/SA Hospital IP - Plan Ded. Applied - Admin Option	IN	NO	NO
MH/SA Hospital IP Combined - Maximum Days	IN	Unlimited	Unlimited
Outpatient Facility			
MH/SA Outpatient Facility - Copay	IN	N/A	N/A
MH/SA Outpatient Facility - Coinsurance	IN	100%	100%
MH/SA Outpatient Facility Plan Ded. Applied - Admin Option	IN	NO	NO
Vision			
Notes			

01P4 Alt 2 OAPIN (6)

40276120

Rating

Passed

Passed

Creditable

YES

NO

Excluded

Unlimited

No Cross Accumulation

Unlimited

NO

100%

Calendar Year

Extended (does not cover Bariatric)

Benefit Copay, Plan Deductible, Coinsurance

NO

\$500

\$500

\$1,000

Excluded

NO

\$3,000

\$3,000

\$6,000

All Copays Accumulate

Ded Accumulates

MRC2 - with Offer and Settlement

NO

\$20

100%

NO

\$20

100%

NO

Same as Physician Services - Office Visit

N/A

YES

Copay/Benefit Coins

None

100%

NO

Same as Specialty Care Office Visit

\$20

100%

NO

YES

YES

Same as Virtual PCP Care

None

100%

NO

YES

Same as Virtual Specialty Care

\$20
 100%
 NO
 YES
 Same as MDLIVE PCP
 None
 100%
 NO
 YES
 YES
 Same as PCP Office Visit
 \$20
 100%
 NO
 Same as Office Surgery Cost Share
 Same as Phys Svcs Office Lab/Radiology
 100%. No Ded
 100%. No Ded
 100%. No Ded
 100%. No Ded
 100%. No Ded
 100%. No Ded
 15
 15
 YES
 100%
 NO
 Per Admit Copay
 \$250
 100%
 NO
 \$150
 100%
 NO
 100%
 YES
 100%
 YES
 \$150
 100%
 NO
 Copay/100% Coinsurance
 \$30
 100%
 NO
 Unlimited
 YES
 100%
 60
 YES
 Same as Physician Services - Office Visit
 Benefit Coins
 100%
 NO
 Benefit Coins
 100%
 NO
 Same as Physician Services - Office Visit
 Benefit Coins
 100%
 NO
 Scan Copay/100% Coins
 \$75

100%
NO
Scan Copay/100% Coins
\$50
100%
NO

Included
100%. No Ded
100%
NO
Included
Included
\$600 per procedure

(Speech, PT, OT)
Yes - All Therapies
Same as Specialist Office Visit
30
Excluded

YES
Plan Coins
YES
Annual Max Limit
30
Unlimited

36

YES
60

YES
YES
YES
YES

Same as Inpatient Hospital
YES
YES
Preferred Pricing
High
100%
YES
YES
100%
YES

NO
YES
Plan Pays 100%
NO
NO
NO

NO
Same as Inpatient Facility
Same as IP Professional Svcs
\$10,000 per Transplant per Lifetime
LifeSOURCE Facilities

YES
100%
YES
YES
Unlimited
Unlimited

YES
YES

YES
Unlimited
Not Applicable

NO
NO
Complete Care Essential Plus
Core Plus Excluded Excluded
Not Available Included Excluded Included Included Included Included Included Included Excluded
Excluded N/A N/A
Non-MedPharm (No Comb Med/Rx Ded/OOP) Cigna 90 Now CVS Advantage 4 MAC B: Restricted Generics Copay K or Copay G NO None (\$0) None (\$0) Combined With Medical Combined With Medical YES High Plus Rx Discounts None Included 27
90 90 30 30 Excluded
Copay/Coinsurance YES Covered under Specialty Drugs Tiers \$10 NO \$30 NO \$50 NO 20% N/A N/A NO 2.5x Copay \$25 NO \$75 NO \$125 NO
Voluntary (Cigna 90 Now)

Same as Retail

YES

\$25

NO

\$75

NO

\$125

NO

20%

N/A

N/A

NO

Excluded

Excluded

No (Retail/Home Delivery)

Covered at 100%

Covered

Not Covered

None

Covered at 100%

Covered

Not Covered

Covered at 100%

Not Covered

Not Covered

Covered

Covered

Covered

Covered

Not Covered

Not Covered

Applies

Essential

Specialty Package (recommended)

Included

One Fill & 100 Days

Sensitive ST Classes only (recommended)

Excluded

Included

Out-of-Pocket Only

Out-of-Pocket Only

\$20

100%

NO

YES

Same as MH/SA Office Visit

\$20

100%

NO

Unlimited

Per Admit Copay

\$250

100%

NO

Unlimited

N/A

100%

NO

Current Rates

CURRENT RATES

Plan: OAPIN		Product: O
		Network: N
		Subs
Employee		26
Emp + Spouse		10
Emp + Child(ren)		11
Emp + Family		15
Monthly Plan Cost		62

Renewal As-is - 28%

RENEWAL RATES

Plan: Copy of Q3P2 OAPIN_(4)		Product: O
		Network: N
		Su
Employee		
Emp + Spouse		
Emp + Child(ren)		
Emp + Family		
Monthly Cost		

Q1P3 - Alt 1 - 23.88%

RENEWAL RATES

Plan: Q1P3 Alt 1 OAPIN_(5)		Product: O
		Network: N
		Subs
Employee		26
Emp + Spouse		10
Emp + Child(ren)		11
Emp + Family		15
Monthly Cost		62

Q1P4 - Alt 2 - 22.85%

Plan: Q1P4 Alt 2 OAPIN_(6)		Product: O
		Network: N
		Sub
Employee		21
Emp + Spouse		10
Emp + Child(ren)		11
Emp + Family		11
Monthly Cost		63

Open Access Plus National OAP	
	Total
6	\$828.40
5	\$1,888.73
0	\$1,656.78
1	\$2,650.85
5	\$98,413.03

Open Access Plus National OAP	
lbs	Total
26	\$1,060.35
10	\$2,417.58
11	\$2,120.68
15	\$3,393.09
62	\$125,968.73

Open Access Plus National OAP	
s	Total
5	\$1,026.24
0	\$2,339.80
11	\$2,052.46
5	\$3,283.94
2	\$121,916.40

Open Access Plus National OAP	
ps	Total
.6	\$1,017.73
0	\$2,320.40
11	\$2,035.44
15	\$3,256.70
12	\$120,905.32



Agenda Item Report

Subject:	Consideration and approval of selection of elevator interior designs for Town Hall building elevators — Public Services Director Odoms and Deputy Public Services Director Larzabal
Meeting Date:	Special Commission Meeting - August 26, 2026
Prepared For:	Special Commission
Staff Contact:	Jeff Odoms, Public Services Director, Osmany Larzabal, Deputy Public Services Director
Dept/Group:	Public Services
Recommendation for Counsel to Consider:	
Background Information:	Staff is requesting direction from the Town Commission regarding the selection of new elevator design options for the Town Hall building. The elevator is scheduled for modernization as part of ongoing maintenance and facility improvements. Several design concepts have been prepared for Commission consideration.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Approvals:

Cynthia Garcia-Lima, Town Clerk
David Sigerson, Town Manager
Cynthia Garcia-Lima, Town Clerk

Created/Initiated - 8/19/2026
Approved - 8/20/2026
Final Approval - 8/21/2026

Attachments:

1. Bucharest
2. Hoia
3. Kepler
4. Mont Blanc
5. Olivia











****Please note that patterns, colors and shading may differ from actual finished product.**



Agenda Item Report

Subject:	Discussion and possible action on the Rail Road Safety Arm — Sponsored by Public Services Director Odoms
Meeting Date:	Special Commission Meeting - August 26, 2026
Prepared For:	Special Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Services
Recommendation for Counsel to Consider:	
Background Information:	REQUESTED ACTION Staff requests that the Commission receive and review this status update regarding the Town's Quiet Zone designation at the Hallandale Beach Boulevard rail crossing on the South Florida Rail Corridor (SFRC), including the findings of the Federal Railroad Administration (FRA) safety inspection, the status of ongoing interagency coordination with the Florida Department of Transportation (FDOT) and the South Florida Regional Transportation Authority (SFRTA), and the pending legal opinion regarding cost responsibility for required crossing upgrades — and provide direction to staff as appropriate, including authorization for staff and the Town Attorney's office to continue coordination with FDOT, SFRTA, and the FRA toward resolution of the identified deficiencies. BACKGROUND The Town of Pembroke Park maintains a designated "Quiet Zone" at the Hallandale Beach Boulevard rail

	crossing (USDOT Crossing ID 628290Y) on the South Florida Rail Corridor (SFRC/CSX), established pursuant to a Notice of Establishment filed with the Federal Railroad Administration (FRA) in 2007. Since July 2025, the Town has been engaged in ongoing coordination with the FRA, FDOT, and SFRTA regarding safety deficiencies identified at the crossing and the associated cost and maintenance responsibility for required corrective measures. A summary timeline of key events is provided below. Timeline of Key Events April 19, 2006 — The Town (Public Works Director at the time) issued a Notice of Intent to Create a Quiet Zone to the Town's engineer and all statutorily required parties (Broward County, the Broward MPO, FDOT, the FRA, CSX, Amtrak, and SFRTA), proposing a 24-hour, 7-day-a-week quiet zone covering the Town's single at-grade crossing at Hallandale Beach Boulevard (USDOT Crossing ID 628290Y). February 7 & 22, 2007 — The Town issued its Notice of Quiet Zone Establishment to FDOT District 4 and to Broward County and other notified parties, confirming that Supplemental Safety Measures (SSMs) — quad gates and pedestrian gates eastbound, entrance and pedestrian gates westbound, a 9-inch raised concrete median over 100 feet long, and enhanced warning bells/lights — had been implemented at the crossing in accordance with 49 CFR §222.39(a)(1). The Quiet Zone became effective March 19, 2007, and then-Mayor Emma Shoaff certified the accuracy of the establishment notice. March 23, 2021 — In accordance with the FRA's five-year affirmation requirement under 49 CFR §222.43(a)(3), the Town submitted a Quiet Zone Affirmation Letter to the FRA (with copies to Broward County, the MPO, and FDOT), affirming that the SSMs at the crossing continued to conform to 49 CFR Part 222, Appendices A and B, and enclosing an updated Grade Crossing Inventory Form. Current staff notes that the Quiet Zone status information noted in the five-year recertification does not align with the original 2007 Quiet Zone establishment notice, a discrepancy that has not
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	yet been reconciled. July 17, 2025 — The FRA (Rory Newton, Railroad Safety Inspector) issued its Quiet Zone inspection report to the Town, identifying numerous exceptions to the Manual on Uniform Traffic Control Devices (MUTCD) and Title 49 CFR Part 222. The report further noted that the crossing lacks the Supplemental Safety Measure (SSM) that had been declared on the Town's original Notice of Establishment (NOE) without which the Quiet Zone may not have qualified for establishment under federal regulations. The FRA cited a serious safety deficiency and noted numerous accidents at the crossing within the preceding five years. The Town was given 30 days to submit a mitigation response and 60 days thereafter to implement it (90 days total), with the Quiet Zone subject to suspension or termination for noncompliance. August 2025 — Staff brought the FRA inspection findings to the Commission for approval to respond to the FRA, formally communicating the Town's intention to preserve its Quiet Zone designation and to move forward with meeting all identified compliance requirements. September 5, 2025 — We forwarded the FRA inspection report to the Town's engineering consultant, Kimley-Horn (Stefano Viola, P.E.), for review. Kimley-Horn advised that because the crossing lies within FDOT/SFRTA right-of-way, those agencies — not the Town — are the owner and maintainer of the crossing and would be responsible for completing any deficient items or upgrades. In follow-up discussion, Kimley-Horn confirmed that a municipality's role in originally applying for a Quiet Zone does not transfer ownership or maintenance responsibility for the crossing to the municipality. September 9, 2025 — The position that the full cost of the required compliance work should not be borne solely by the Town and brought this issue to then-Town Manager David Lynch. Mr. Lynch instructed staff to pursue the legal question of cost and ownership responsibility — the directive that initiated staff's research into the Town's original Quiet Zone
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	establishment documentation. Mr. Odoms also advised that Town staff had researched Town Clerk records to locate documentation clarifying ownership and responsibility for the crossing and requested that a coordination meeting be scheduled with Kimley-Horn and SFRTA. September 12, 2025 — A formal legal opinion was requested from the Town Attorney's office on cost responsibility for the required Quiet Zone crossing upgrades, advising that the FRA-required markings and crossing equipment were estimated to exceed \$300,000 and that the crossing is located on an FDOT roadway. The request asked counsel to review applicable interlocal agreements, MOUs, and maintenance agreements; confirm whether FDOT ownership of the crossing shifts cost responsibility away from the Town; and recommend next steps, including potential cost-sharing or grant/aid eligibility. Town Attorney's office confirmed receipt and requested copies of all operative agreements, ILAs/MOUs, and maintenance records to complete its review. September 16, 2025 — Town Attorney's office followed up regarding a related title search matter, and the Town confirmed it would proceed with the requested research. October 8, 2025 — Staff circulated the FRA Quiet Zone inspection correspondence internally for continued coordination and recordkeeping. November 4, 2025 — The Town, FDOT District 4, SFRTA, Broward County, the BMPO, and the FRA held an interagency coordination meeting on safety and Quiet Zone conditions at the crossing. As a follow-up action, SFRTA agreed to conduct a field inspection of the existing signal housing and wiring to assess the feasibility of installing a Supplemental Safety Measure (SSM) exit gate in the northwest quadrant of the crossing, which would fully seal the crossing and support continuation of the Town's Quiet Zone. During the meeting, SFRTA (Brian Reeves) also requested a copy of the Town's original Quiet Zone application submitted to the FRA, including scoring information for other crossings within the Quiet Zone, to help inform the SSM feasibility assessment; the question of cost
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	responsibility for the exit gate — and whether it may be a shared cost among Broward County, FDOT, and the Town — was also raised at the meeting. November 7, 2025 — A written summary of follow-up actions from the November 4 meeting, confirming: (1) FDOT District 4 Rail Office's commitment to coordinate with D4 Traffic Operations to bring all pavement markings and signage at the crossing into MUTCD compliance, including removal of non-compliant signage (such as an existing non-MUTCD “State Law” banner) and installation of approved regulatory and warning signs, with FDOT to confirm scope and schedule for corrective work; and (2) SFRTA's commitment to the SSM exit gate field inspection described above, with SFRTA to prepare a cost estimate and implementation approach for review by all partner agencies. A joint progress review meeting was scheduled for December 4, 2025, to assess completed actions and outstanding coordination items. April 2026 — Staff continued to compile and review prior correspondence regarding the FRA inspection findings and the pending legal opinion on crossing cost responsibility, in preparation for further Commission updates. July 1, 2026 — The FRA (Rory Newton, Railroad Safety Inspector) contacted the Town to request a meeting to discuss ongoing compliance issues with the Town's Quiet Zone. The Town coordinated scheduling with the FRA. July 16, 2026 — Town staff met with the FRA at Town offices to discuss the Town's Quiet Zone compliance issues. In connection with this meeting, the Town compiled and organized its original Quiet Zone establishment records — the 2006 Notice of Intent, the 2007 Notice of Quiet Zone Establishment, and the 2021 five-year Affirmation Letter for reference. These records confirm the crossing inventory for the Town's Quiet Zone consists of a single crossing (USDOT Crossing ID 628290Y, Hallandale Beach Boulevard); no other crossings are included. FRA representative stated in the meeting that the original documents were wrongly prepared and had noncompliant structures mentioned in
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	the document that should not have been approved at the time. August 18, 2026 — A follow-up request to SFRTA (Owen Anderson, Brian Reeves) and Transdev (Marlon Soto), noting that the Town had been unable to locate the original Quiet Zone application and scoring information SFRTA had requested to inform the SSM feasibility assessment, and that the effort had stalled since the November 2025 meeting. The Town asked SFRTA and Transdev to: (1) provide any interlocal, cost-sharing, or work authorization agreements the Town will need to review or execute to move forward with design and installation of the exit gate; and (2) outline the overall process from feasibility/cost estimate through design, agreement execution, funding, construction, and final FRA sign-off, so the Town can track next steps. As of this agenda item, a response from SFRTA/Transdev is pending. CURRENT STATUS As of the date of this agenda item, the following matters remain outstanding: FDOT District 4 has not yet confirmed a final scope and schedule for MUTCD signage and pavement marking corrections at the crossing. SFRTA has not yet completed its field inspection or provided a cost estimate for the proposed Supplemental Safety Measure (SSM) exit gate; the assessment stalled pending the Quiet Zone application/scoring documentation SFRTA requested. The Town has since located and compiled its original Quiet Zone establishment records (2006 Notice of Intent, 2007 Notice of Establishment, and 2021 Affirmation Letter), which confirm the Quiet Zone consists of a single crossing at Hallandale Beach Boulevard; staff will provide these records to SFRTA and confirm whether they satisfy SFRTA's request. The agreements, process steps, and timeline needed to move the SSM exit gate from feasibility through design, funding, construction, and final FRA sign-off have not yet been provided by SFRTA/Transdev; the Town's
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	request to obtain this information is pending a response. The Town's Quiet Zone designation remains subject to potential suspension or termination by the FRA if the identified deficiencies are not adequately addressed. NEXT STEPS Staff will continue to coordinate with the FRA, FDOT District 4, SFRTA, Transdev, Broward County, and the Town Attorney's office to: (1) obtain a final legal opinion on cost and maintenance responsibility for the required crossing upgrades; (2) confirm FDOT's scope and schedule for MUTCD signage and marking corrections; (3) provide the Town's original Quiet Zone establishment records to SFRTA and follow up on the Town's August 18, 2026 request for the agreements and process steps needed to advance design and installation of the SSM exit gate, and obtain SFRTA's related cost estimate; and (4) report back to the Commission with recommended action, including any interlocal agreement, cost-sharing arrangement, or funding commitment that may require Commission approval.						
Staff Recommendations:							
Procurement:							
Financial Implications:	<table> <tr> <th>Description</th><th>Amount</th></tr> <tr> <td>Estimated cost of FRA-required crossing markings and equipment upgrades (preliminary estimate; scope and final cost to be confirmed by FDOT/SFRTA)</td><td>\$300,000 estimated</td></tr> <tr> <td></td><td></td></tr> </table>	Description	Amount	Estimated cost of FRA-required crossing markings and equipment upgrades (preliminary estimate; scope and final cost to be confirmed by FDOT/SFRTA)	\$300,000 estimated		
Description	Amount						
Estimated cost of FRA-required crossing markings and equipment upgrades (preliminary estimate; scope and final cost to be confirmed by FDOT/SFRTA)	\$300,000 estimated						
Alternatives:							

Approvals:

Cynthia Garcia-Lima, Town Clerk
Stephanie Woodbury, Procurement Administrator
David Sigerson, Town Manager

Created/Initiated - 8/20/2026
Approved - 8/20/2026
Approved - 8/20/2026

Attachments:

1. Quiet Zone Agenda Item

COMMISSION WORKSHOP AGENDA ITEM

August 26, 2026

Meeting Date:	August 26, 2026
Subject:	Status Update and Coordination Report — Quiet Zone Compliance at the Hallandale Beach Boulevard Rail Crossing, South Florida Rail Corridor (Federal Railroad Administration Safety Inspection Findings)
Department:	Public Works

REQUESTED ACTION

Staff requests that the Commission receive and review this status update regarding the Town's Quiet Zone designation at the Hallandale Beach Boulevard rail crossing on the South Florida Rail Corridor (SFRC), including the findings of the Federal Railroad Administration (FRA) safety inspection, the status of ongoing interagency coordination with the Florida Department of Transportation (FDOT) and the South Florida Regional Transportation Authority (SFRTA), and the pending legal opinion regarding cost responsibility for required crossing upgrades — and provide direction to staff as appropriate, including authorization for staff and the Town Attorney's office to continue coordination with FDOT, SFRTA, and the FRA toward resolution of the identified deficiencies.

BACKGROUND

The Town of Pembroke Park maintains a designated “Quiet Zone” at the Hallandale Beach Boulevard rail crossing (USDOT Crossing ID 628290Y) on the South Florida Rail Corridor (SFRC/CSX), established pursuant to a Notice of Establishment filed with the Federal Railroad Administration (FRA) in 2007. Since July 2025, the Town has been engaged in ongoing coordination with the FRA, FDOT, and SFRTA regarding safety deficiencies identified at the crossing and the associated cost and maintenance responsibility for required corrective measures. A summary timeline of key events is provided below.

Timeline of Key Events

April 19, 2006 — The Town (Public Works Director at the time) issued a Notice of Intent to Create a Quiet Zone to the Town's engineer and all statutorily required parties (Broward County, the Broward MPO, FDOT, the FRA, CSX, Amtrak, and SFRTA), proposing a 24-hour, 7-day-a-week quiet zone covering the Town's single at-grade crossing at Hallandale Beach Boulevard (USDOT Crossing ID 628290Y).

February 7 & 22, 2007 — The Town issued its Notice of Quiet Zone Establishment to FDOT District 4 and to Broward County and other notified parties, confirming that Supplemental Safety Measures (SSMs) — quad gates and pedestrian gates eastbound, entrance and pedestrian gates westbound, a 9-inch raised concrete median over 100 feet long, and enhanced warning bells/lights — had been implemented at the crossing in accordance with 49 CFR §222.39(a)(1). The Quiet Zone became effective March 19, 2007, and then-Mayor Emma Shoaff certified the accuracy of the establishment notice.

March 23, 2021 — In accordance with the FRA's five-year affirmation requirement under 49 CFR §222.43(a)(3), the Town submitted a Quiet Zone Affirmation Letter to the FRA (with copies to Broward County, the MPO, and FDOT), affirming that the SSMs at the crossing continued to conform to 49 CFR Part 222, Appendices A and B, and enclosing an updated Grade Crossing Inventory Form. Current staff notes that the Quiet Zone status information noted in the five-year recertification does not align with the original 2007 Quiet Zone establishment notice, a discrepancy that has not yet been reconciled.

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accidents at the crossing within the preceding five years. The Town was given 30 days to submit a mitigation response and 60 days thereafter to implement it (90 days total), with the Quiet Zone subject to suspension or termination for noncompliance.

August 2025 — Staff brought the FRA inspection findings to the Commission for approval to respond to the FRA, formally communicating the Town's intention to preserve its Quiet Zone designation and to move forward with meeting all identified compliance requirements.

September 5, 2025 — We forwarded the FRA inspection report to the Town's engineering consultant, Kimley-Horn (Stefano Viola, P.E.), for review. Kimley-Horn advised that because the crossing lies within FDOT/SFRTA right-of-way, those agencies — not the Town — are the owner and maintainer of the crossing and would be responsible for completing any deficient items or upgrades. In follow-up discussion, Kimley-Horn confirmed that a municipality's role in originally applying for a Quiet Zone does not transfer ownership or maintenance responsibility for the crossing to the municipality.

September 9, 2025 — The position that the full cost of the required compliance work should not be borne solely by the Town and brought this issue to then-Town Manager David Lynch. Mr. Lynch instructed staff to pursue the legal question of cost and ownership responsibility — the directive that initiated staff's research into the Town's original Quiet Zone establishment documentation. Mr. Odoms also advised that Town staff had researched Town Clerk records to locate documentation clarifying ownership and responsibility for the crossing and requested that a coordination meeting be scheduled with Kimley-Horn and SFRTA.

September 12, 2025 — A formal legal opinion was requested from the Town Attorney's office on cost responsibility for the required Quiet Zone crossing upgrades, advising that the FRA-required markings and crossing equipment were estimated to exceed \$300,000 and that the crossing is located on an FDOT roadway. The request asked counsel to review applicable interlocal agreements, MOUs, and maintenance agreements; confirm whether FDOT ownership of the crossing shifts cost responsibility away from the Town; and recommend next steps, including potential cost-sharing or grant/aid eligibility. Town Attorney's office confirmed receipt and requested copies of all operative agreements, ILAs/MOUs, and maintenance records to complete its review.

September 16, 2025 — Town Attorney's office followed up regarding a related title search matter, and the Town confirmed it would proceed with the requested research.

October 8, 2025 — Staff circulated the FRA Quiet Zone inspection correspondence internally for continued coordination and recordkeeping.

November 4, 2025 — The Town, FDOT District 4, SFRTA, Broward County, the BMPO, and the FRA held an interagency coordination meeting on safety and Quiet Zone conditions at the crossing. As a follow-up action, SFRTA agreed to conduct a field inspection of the existing signal housing and wiring to assess the feasibility of installing a Supplemental Safety Measure (SSM) exit gate in the northwest quadrant of the crossing, which would fully seal the crossing and support continuation of the Town's Quiet Zone. During the meeting, SFRTA (Brian Reeves) also requested a copy of the Town's original Quiet Zone application submitted to the FRA, including scoring information for other crossings within the Quiet Zone, to help inform the SSM feasibility assessment; the question of cost responsibility for the exit gate — and whether it may be a shared cost among Broward County, FDOT, and the Town — was also raised at the meeting.

November 7, 2025 — A written summary of follow-up actions from the November 4 meeting, confirming: (1) FDOT District 4 Rail Office's commitment to coordinate with D4 Traffic Operations to bring all pavement markings and signage at the crossing into MUTCD compliance, including removal of non-compliant signage (such as an existing non-MUTCD "State Law" banner) and installation of approved regulatory and warning signs, with FDOT to confirm scope and schedule for corrective work; and (2) SFRTA's commitment to the SSM exit gate field inspection described above, with SFRTA to prepare a cost estimate and implementation approach for review by all partner agencies. A joint progress review meeting was scheduled for December 4, 2025, to assess completed actions and outstanding coordination items.

April 2026 — Staff continued to compile and review prior correspondence regarding the FRA inspection findings and the pending legal opinion on crossing cost responsibility, in preparation for further Commission updates.

July 1, 2026 — The FRA (Rory Newton, Railroad Safety Inspector) contacted the Town to request a meeting to discuss ongoing compliance issues with the Town's Quiet Zone. The Town coordinated scheduling with the FRA.

July 16, 2026 — Town staff met with the FRA at Town offices to discuss the Town's Quiet Zone compliance issues. In connection with this meeting, the Town compiled and organized its original Quiet Zone establishment records — the 2006 Notice of Intent, the 2007 Notice of Quiet Zone Establishment, and the 2021 five-year Affirmation Letter for reference. These records confirm the crossing inventory for the Town's Quiet Zone consists of a single crossing (USDOT Crossing ID 628290Y, Hallandale Beach Boulevard); no other crossings are included. FRA representative stated in the meeting that the original documents were wrongly prepared and had noncompliant structures mentioned in the document that should not have been approved at the time.

August 18, 2026 — A follow-up request to SFRTA (Owen Anderson, Brian Reeves) and Transdev (Marlon Soto), noting that the Town had been unable to locate the original Quiet Zone application and scoring information SFRTA had requested to inform the SSM feasibility assessment, and that the effort had stalled since the November 2025 meeting. The Town asked SFRTA and Transdev to: (1) provide any interlocal, cost-sharing, or work authorization agreements the Town will need to review or execute to move forward with design and installation of the exit gate; and (2) outline the overall process from feasibility/cost estimate through design, agreement execution, funding, construction, and final FRA sign-off, so the Town can track next steps. As of this agenda item, a response from SFRTA/Transdev is pending.

CURRENT STATUS

As of the date of this agenda item, the following matters remain outstanding:

- FDOT District 4 has not yet confirmed a final scope and schedule for MUTCD signage and pavement marking corrections at the crossing.
- SFRTA has not yet completed its field inspection or provided a cost estimate for the proposed Supplemental Safety Measure (SSM) exit gate; the assessment stalled pending the Quiet Zone application/scoring documentation SFRTA requested. The Town has since located and compiled its original Quiet Zone establishment records (2006 Notice of Intent, 2007 Notice of Establishment, and 2021 Affirmation Letter), which confirm the Quiet Zone consists of a single crossing at Hallandale Beach Boulevard; staff will provide these records to SFRTA and confirm whether they satisfy SFRTA's request.
- The agreements, process steps, and timeline needed to move the SSM exit gate from feasibility through design, funding, construction, and final FRA sign-off have not yet been provided by SFRTA/Transdev; the Town's request to obtain this information is pending a response.
- The Town's Quiet Zone designation remains subject to potential suspension or termination by the FRA if the identified deficiencies are not adequately addressed.

NEXT STEPS

Staff will continue to coordinate with the FRA, FDOT District 4, SFRTA, Transdev, Broward County, and the Town Attorney's office to: (1) obtain a final legal opinion on cost and maintenance responsibility for the required crossing upgrades; (2) confirm FDOT's scope and schedule for MUTCD signage and marking corrections; (3) provide the Town's original Quiet Zone establishment records to SFRTA and follow up on the Town's August 18, 2026 request for the agreements and process steps needed to advance design and installation of the SSM exit gate, and obtain SFRTA's related cost estimate; and (4) report back to the Commission with recommended action, including any interlocal agreement, cost-sharing arrangement, or funding commitment that may require Commission approval.

FISCAL IMPACT

Description	Amount
Estimated cost of FRA-required crossing markings and equipment upgrades (preliminary estimate; scope and final cost to be confirmed by FDOT/SFRTA)	\$300,000 estimated



Agenda Item Report

Subject:	Consideration and approval of the Revised Agreement with Florida Palm Construction, Inc. — ITB 26-01, Town Hall Emergency Generator Installation — Sponsored by Public Service Director Odoms RESOLUTION NO: 2026-064 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A REVISED AGREEMENT WITH FLORIDA PALM CONSTRUCTION, INC. FOR ITB 26-01, TOWN HALL EMERGENCY GENERATOR INSTALLATION, IN A REVISED NOT-TO-EXCEED AMOUNT OF \$687,958.41 ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE EXECUTION OF THE REVISED AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - August 26, 2026
Prepared For:	Special Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Services
Recommendation for Counsel to Consider:	
Background Information:	Staff requests that the Commission approve a revised contract with Florida Palm Construction, Inc. ("Florida Palm") for ITB 26-01, Town Hall Emergency Generator Installation, in a revised not-to-exceed amount of \$687,958.41, and authorize the Town Manager to execute the revised contract.

	In June 2026, the Town Commission approved the award of ITB 26-01, Town Hall Emergency Generator Installation, to Florida Palm as the lowest responsive and responsible bidder, in a not-to-exceed amount of \$471,121.50. The project is funded as a whole or in part by grant funds and is subject to grant-imposed construction deadlines. THE ISSUE Following the Commission's award, Town staff began finalizing the contract with Florida Palm for execution. During this process, Florida Palm advised the Town that, upon returning to its subcontractors to reconfirm pricing after the award, the subcontractor proposals required adjustment. Florida Palm's President, Ileana Fay, explained that after reviewing the scope with its existing subcontractors and revising those subcontractor proposals, the firm was able to provide an updated estimate for the work, with pricing locked for 90 days. Florida Palm was direct in acknowledging that the Town's procurement process may not permit revisions after award and stated that it understood if the Town needed to move on to the next-ranked bidder or remove Florida Palm from consideration. The reason for this change was that Florida Palm's electrical contractor reevaluated its pricing plan, having initially relied on an older pricing sheet that was dramatically impacted by recent market changes. The revised proposal Florida Palm submitted reflects a new total contract price of \$687,958.41, an increase of \$216,836.91 (approximately 46.0%) over the \$471,121.50 not-to-exceed amount previously approved by the Commission. Because the revised amount exceeds the Commission-approved not-to-exceed figure, execution of the contract at the revised price requires additional Commission approval. CONTINUED BASIS FOR PROCEEDING WITH FLORIDA PALM Even with this upward adjustment, Florida Palm's
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	revised total of \$687,958.41 remains significantly lower than the next-closest bid received for this project, submitted by Zabatt Engine Services, Inc. in the amount of \$744,977.05. Florida Palm's revised price is \$57,018.64 (approximately 8.3%) lower than the second-lowest bid. Staff has confirmed that Florida Palm's revised price continues to represent the most advantageous offer available to the Town, and there is no procurement basis to disqualify Florida Palm or to instead award the project to another bidder because of this pricing adjustment.											
Staff Recommendations:												
Procurement:												
Financial Implications:	<table><tr><th>Description</th><th>Amount</th></tr><tr><td>Original Commission-approved not-to-exceed amount (June 2026)</td><td>\$471,121.50</td></tr><tr><td>Increase due to revised subcontractor/electrical pricing</td><td>\$216,836.91 (+46.0%)</td></tr><tr><td>Revised not-to-exceed contract amount</td><td>\$687,958.41</td></tr><tr><td>Next-lowest bid (Zabatt Engine Services, Inc.), for reference</td><td>\$744,977.05</td></tr></table>		Description	Amount	Original Commission-approved not-to-exceed amount (June 2026)	\$471,121.50	Increase due to revised subcontractor/electrical pricing	\$216,836.91 (+46.0%)	Revised not-to-exceed contract amount	\$687,958.41	Next-lowest bid (Zabatt Engine Services, Inc.), for reference	\$744,977.05
Description	Amount											
Original Commission-approved not-to-exceed amount (June 2026)	\$471,121.50											
Increase due to revised subcontractor/electrical pricing	\$216,836.91 (+46.0%)											
Revised not-to-exceed contract amount	\$687,958.41											
Next-lowest bid (Zabatt Engine Services, Inc.), for reference	\$744,977.05											
Alternatives:												

Approvals:

Cynthia Garcia-Lima, Town Clerk
Stephanie Woodbury, Procurement Administrator
Jacob Horowitz, Town Attorney
David Sigerson, Town Manager
Cynthia Garcia-Lima, Town Clerk

Created/Initiated - 8/19/2026
Approved - 8/20/2026
Approved - 8/20/2026
Approved - 8/20/2026
Final Approval - 8/21/2026

Attachments:

1. Resolution No: 2026-064 - generator
2. ITB 26-01
3. Construction Agreement (Florida Palm)_revised
4. Zabatt Bid proposal

RESOLUTION NO. 2026-064

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A REVISED AGREEMENT WITH FLORIDA PALM CONSTRUCTION, INC. FOR ITB 26-01, TOWN HALL EMERGENCY GENERATOR INSTALLATION, IN A REVISED NOT-TO-EXCEED AMOUNT OF \$687,958.41 ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE EXECUTION OF THE REVISED AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 10, 2026, the Town Commission approved the award of ITB 26-01, Town Hall Emergency Generator Installation, to Florida Palm Construction, Inc. (“Florida Palm”) as the lowest responsive and responsible bidder, in a not-to-exceed amount of \$471,121.50;

WHEREAS, the project is funded in whole or in part by grant funds and is subject to grant-imposed construction deadlines;

WHEREAS, during contract finalization, Florida Palm advised the Town that its subcontractors’ pricing required adjustment due to the electrical subcontractor’s reliance on an outdated pricing sheet that had been significantly affected by recent market changes;

WHEREAS, Florida Palm submitted a revised proposal reflecting a new total contract price of \$687,958.41, an increase of \$216,836.91 (approximately 46.0%) over the previously approved not-to-exceed amount;

WHEREAS, even with this upward adjustment, Florida Palm’s revised total remains lower than the next-closest bid received for the project, submitted by Zabatt Engine Services, Inc. in the amount of \$744,977.05;

WHEREAS, Town staff has confirmed that Florida Palm’s revised pricing continues to represent the most advantageous offer available to the Town and that there is no procurement basis to disqualify Florida Palm or award the project to another bidder;

WHEREAS, because the revised amount exceeds the Commission-approved not-to-exceed figure, execution of the contract at the revised price requires additional Commission approval;

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

Section 1. The Town Commission hereby approves the revised contract with Florida Palm Construction, Inc. for ITB 26-01, Town Hall Emergency Generator Installation, in a revised not-to-exceed amount of \$687,958.41.

Section 2. The Town Commission hereby authorizes the Town Manager or designated officials to execute the revised contract attached hereto as Exhibit A and to take all necessary actions to implement the terms of the contract.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, or other part of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 26th day of August 2026.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney



Agenda Item Report

Subject:	Motion to award recommendation of ITB # 26-01 Town Hall Emergency Generator Installation, to Florida Palm Construction, Inc., the lowest responsive and responsible bidder, and not to exceed \$500,000 — Sponsored by Public Services Director Jeff Odoms
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Contact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. any required forms
2. Concurrence memo_executed
3. Award Recommendation

Town of Pembroke Park
ITB 26-01 Town Hall Emergency Generator Installation

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST (\$)	SUBTOTAL COST (\$)
A.) General Conditions					
1.	Performance & Payment Guaranty & Insurance (not to exceed 2.5% of total bid price)	1	LS	\$11,225.00	\$ <u>11,225.00</u>
2.	Mobilization/Demobilization	1	LS	\$18,000.00	\$ <u>18,000.00</u>
3.	Maintenance of Traffic (not to exceed 2% of total bid price)	1	LS	\$6,800.00	\$ <u>6,800.00</u>
4.	Permits, Licenses and Fee Allowance	1	AL	\$15,000.00	\$ <u>15,000.00</u>
5.	Undefined Conditions Allowance - Contingency	1	AL	\$25,000.00	\$25,000.00
6.	Consideration for Indemnification	1	LS	\$10.00	\$10.00
7.	Prevention Control and Abatement of Erosion and Water Pollution	1	LS	\$5,000.00	\$ <u>5,000.00</u>
8.	Construction Survey Test Holes and As-Builts	1	LS	\$3,000.00	\$ <u>3,000.00</u>
B.) Demolition/Site Preparation					
9.	Clear and Grade Existing Area	66	SY	\$ <u>11.00</u>	\$ <u>726.00</u>
10.	Remove & Dispose Existing Asphalt Pavement	66	SY	\$ <u>32.00</u>	\$ <u>2112.00</u>
11.	Furnish & Install 8' Chain Link Fence (Includes Gate)	100	LF	\$ <u>90.00</u>	\$ <u>9,000.00</u>
12.	Reinforced Concrete Slab	66	SY	\$ <u>120.00</u>	\$ <u>7,920.00</u>
C.) Architectural/Building Renovations					
13.	Furnish & Install Electrical Room Shell, Roof Slab, Walls, Ceilings, Doors, HVAC, Slab, Foundations	1	LS	115,587.52	\$ <u>115,587.52</u>
D.) Electrical					
14.	Furnish & Install Electrical Service, Panels, Controls, Building Modifications, Including installing Furnished Generator and ATS	1	LS	\$251,740.98	\$ <u>251,740.98</u>

GRAND TOTAL LINES 1 THROUGH 14 \$ 471,121.50

The total bid amount must comprehensively cover all improvements shown, specified, or described in the construction documents and project scope without exception, omission, or assumption of exclusion.

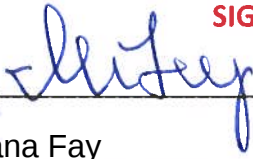
The Bidder acknowledges that any changes in this contract price for the work must be pre- approved in writing by the Town and that any changes in contract price may be required to go to the Town Commission for approval at a Town Commission meeting and that the item must be submitted four weeks in advance to appear on the Commission agenda. The bidder acknowledges that any of his costs due to time for approval are to be incorporated into the change order amount.

Accompanying this Bid Guaranty, made payable to The Town of Pembroke Park, of not less than ten percent (10%) of the total actual bid, which guaranty is to be forfeited as liquidated damages, if in case this bid is accepted, the undersigned shall fail to execute the Contract under the conditions of this Bid; otherwise said guaranty is to be returned to the undersigned upon the delivery of a satisfactory bond.

(We), the undersigned, hereby certify that I (We) have carefully examined the foregoing bid after the same was completed, and have verified each item placed thereon; and I (We) agree to indemnify, defend, and save harmless, the Town against any cost, damage or expense which it may incur or be caused by any error in my (our) preparation of same.

Number of calendar days _____ after receipt of equipment and all permits for completion following notice to proceed, including normal weather delays

SIGNATURE IS REQUIRED

Authorized Signature:  Date: 3/12/20
Name (typed): Ileana Fay Title: President
Company Name: Florida Palm Construction, Inc
Address: 3931 SW 47th Ave Suite 101, Davie, FL 33314
Email: Ileana@floridapalm.com Telephone: (954) 932-5761

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



SECTION 7

TOWN OF PEMBROKE PARK SUBMITTAL REQUIRED FORMS

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

1. Section 1, Paragraphs 5 and 6 documentations
2. Questionnaire
3. Bid Acknowledgment
4. Vendor/Bidder Disclosure
5. Subcontractors
6. References
7. Scrutinized Companies
8. Public Entity Crimes
9. Conflict of Interest Disclosure
10. Non-Collusion Statement
11. Confirmation of Drug-Free Workplace
12. Acknowledgement of Addenda
13. E-Verify form
14. Noncoercive Conduct for Labor or Services
15. Prohibition of Contracting with Entities of Foreign Countries of Concern
16. Byrd Anti-Lobbying Amendment Certification



QUESTIONNAIRE

Florida Palm Construction, Inc

Submitted by (*Company Name*):

Corporation

Corporation

Partnership

Individual

Joint Venture

Other

Describe:

3931 SW 47th Ave Suite 101, Davie, FL 33314

Office Location:

12

Number of people in your organization:

12

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

Years

N/A

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

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

No

YES

(attach a detailed explanation)

NO

Town of Pembroke Park
ITB 26-01 Town Hall Emergency Generator Installation



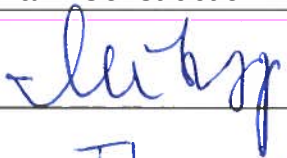
BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, ITB 26-01, Town Hall Emergency Generator Installation for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached ITB.

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

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

Bidder Business Name: Florida Palm Construction

Authorized Representative Signature: 

Authorized Representative Name (Print): Ileana Fay

Authorized Representative Title (Print): President

Address: 3931 SW 47th Ave Suite 101, Davie, FL 33314

Date: 3/12/2026

Phone: (954) 932-5761

Fax: N/A

Email Address: ileana@floridapalm.com

Key Staff Member(s) Will Assign to Project: Eric Hernandez, Brandon Carmadese



VENDOR/BIDDER DISCLOSURE

I, Ileana Fay, being first duly sworn state that:

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

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

Name of Individual, Firm, or Organization: Florida Palm Construction

Address: 3931 SW 47th Ave Suite 101

Davie, FL 33314

FEIN: 47-2259113

State and date of incorporation 11/10/2014

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	% Ownership
Ileana Fay	3931 SW 47th Ave Suite 101, Davie FL, 33314	%51

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

Full Legal Name	Address	% Ownership
Brian Fay	3931 SW 47th Ave Suite 101, Davie FL, 33314	%49

STATE OF FLORIDA)
COUNTY OF Broward)

By: *Ileana Fay*
Signature of Affiant

Date: 3/12/24

Ileana Fay
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 12 day of

March 2024 by Ileana Fay, he/she is personally known

to me or has presented Alexis Fifelski as identification.

[Signature]
Notary Public, State of Florida at Large

Print or Stamp of Notary:  ALEXIS FIFELSKI
Commission # HH 510171
Expires April 1, 2028



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

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.	Electrical	Cavan Electric	2201 Edison Ave Jacksonville, FL
2.	Concrete Shell and Slab	Luis % Luigi Concrete, LLC	2125 Biscayne Blvd Suite #233, Miami, FL 33137
3.	Chain-link Fencing	Broward County Fence LLC	5051 NE 13 Ave Oakland Park, FL 33334
4.	Asphalt	Triple Nickel Paving Inc	1300 NW 18th St, Pompano Beach, FL 33069
5.	Framing and Drywall Door Installer	Revelation Group Inc Door Supply of Florida	1174 SW 1st Way, Deerfield Beach, FL 33441 2129 NW 22nd St, Pompano Beach

REFERENCES

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

Company Name:

1.	Company	Private Client
Street Address 3245 Oak Ave Miami FL 33133		
City, State & Zip Miami, FL, 33133		
Contact Person Name Caitlin Lee		Title N/A
Phone (216) 571-6588		Email caitlinlee531@gmail.com
Describe Scope of Work and dates of project/service (start/end) Demolition of the existing residence and ground-up construction of a new 3,500 sq ft custom single-family home. Start Date: 7/10/2025 - End Date 4/8/2026		
2.	Company	Broward County Public Works Department
Street Address 115 S Andrews Avenue		
City, State & Zip Fort Lauderdale, FL, 33301		
Contact Person Name Nicole Simmons		Title Project Manager
Phone (954) 658-9476		Email nsimmons@broward.org
Describe Scope of Work and dates of project/service (start/end) Supply and installation of a new generator and ATS in the Hughes Building, including construction of a new generator slab, underground directional bore runs to connect the generator, ATS, and electrical panels, demolition of the existing generator, and installation of landscaping and protective bollards around the generator area. Start Date: 1/26/2026 - End Date 4/15/2026		
3.	Company	Broward County Public Works Department
Street Address 115 S Andrews Avenue		
City, State & Zip Fort Lauderdale, FL, 33301		
Contact Person Name Harry Balsamo		Title Project Manager
Phone (954) 224-3012		Email hbalsamo@broward.org
Describe Scope of Work and dates of project/service (start/end) Demolition of the existing asphalt and full restoration of the parking lot, including installation of new asphalt paving, striping, signage, landscaping, and construction of a new ADA-compliant concrete sidewalk. Start Date 1/27/2025 - End Date 3/27/2025		



SCRUTINIZED COMPANIES

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

Ileana Fay

Acknowledged By:

Florida Palm Construction, Inc

Firm Name:

Ileana Fay

Printed Name:

President

Title:

[Signature]

Signature:

3/12/20

Date:



**PUBLIC ENTITY CRIMES
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

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

Ileana Fay

Acknowledged By:

Florida Palm Construction, Inc

Firm Name:

Ileana Fay

Printed Name:

Ileana Fay

Signature:

President

Title:

3/12/26

Date:



CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

Ileana Fay

Acknowledged By:

Florida Palm Construction Inc

Firm Name:

Ileana Fay

Printed Name:

Ileana Fay

Signature:

President

Title:

3/12/24

Date:



NON-COLLUSION STATEMENT

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

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

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

In accordance with TOWN Policy and Standards:

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

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

NAME	RELATIONSHIPS
N/A	N/A
N/A	N/A
N/A	N/A

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

Company/Firm: Florida Palm Construction Inc

Authorized Signature: [Signature]

Print Name: Ileana Fay

Title: President

Date: 3/12/20



CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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


Bidder's Signature

3/12/20
Date



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Invitation to Bid and the following

Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1

Addendum No. 2

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature) [Signature] Date: 3/12/24

Authorized Representative/Title President

(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements.



AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the Town of Pembroke Park.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 3/12/2026, 20 26

ENTITY: Florida Palm Construction Inc. NAME: Ileana Fay

TITLE: President

STATE OF FLORIDA

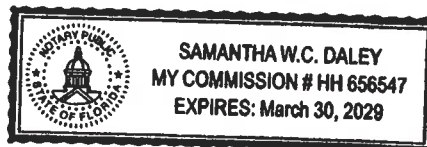
COUNTY OF Broward

SWORN TO (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12 day of March, 2026, by Ileana Fay in his/her capacity as President for Florida Palm Construction (name of Entity).

[Signature]
NOTARY PUBLIC

☒ Personally Known OR
☐ Produced Identification

Type of Identification Produced





E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: Town Hall Emergency Generator Installation
Project No.: 26-01

1. Definitions:

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

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

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

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

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

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

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the Town has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

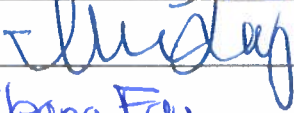
b) If the Town has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

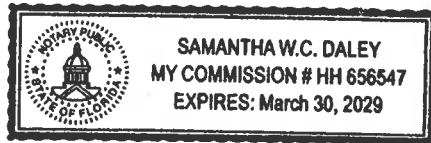
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Town of Pembroke Park
ITB 26-01 Town Hall Emergency Generator Installation

Company Name:	Florida Palm Construction, Inc
Authorized Signature:	
Print Name:	Ibana Fay
Title	President
Date:	3/12/2026
Phone:	(954) 932-5761

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of March, 2026, by Ibana Fay on behalf of Florida Palm Construction. He/she is personally known to me or has produced _____ as identification.




NOTARY PUBLIC
S. Daley
(Name of Notary Typed, Printed or Stamped)
for Notary
Title or Rank
Serial number, if any



AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

1. Florida Palm Construction ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of: Ileana Fay Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: Paola Martinez Title: Executive Assistant

Witness #2 Print Name: Angel Howell Title: Junior Estimator

OATH OR AFFIRMATION

State of Florida

County of Broward

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this day of March, 2020, by Ileana Fay (name of person) as President (type of authority) for Florida Palm Construction (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

☒ Personally known to me; or
☐ Produced identification (Type of Identification)



ALEXIS FIFELSKI
Commission # HH 510171
Expires April 1, 2028



BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each proposal or offer exceeding \$100,000)

The undersigned, [Company] Florida Palm Construction, Inc certifies, to the best of his or her knowledge, that:

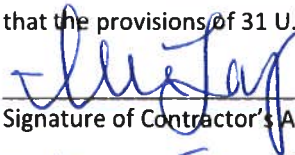
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] Florida Palm Construction, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Ileana Fay, President
Name and Title of Contractor's Authorized Official

3/12/20
Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: a. offer/application _____ b. initial award _____ c. post-award	3. Report Type: a. initial filing _____ b. material change _____ For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <u>Ileana Fay</u> Print Name: Ileana Fay Title: President Telephone No.: 954-706-7816 Date: 3/12/26
Federal Use Only		Authorized for Local Reproduction Standard Form - 1111 (Rev. 7-97)



CONCURRENCE MEMORANDUM

TO: Stephanie Woodbury, Procurement Administrator
FROM: Jeff Odoms, Public Works Director
SUBJECT: ITB 26-01 Town Hall Emergency Generator Installation

CONCURRENCE

- ☒ The Public Works Department has reviewed the response(s) submitted for specification compliance and vendor responsibility. I have reviewed all documents and/or the Instructions to Bidders, and after careful evaluation, I concur with the recommendation for award to: **Florida Palm Construction, Inc.** in the estimated amount of **\$471,121.50**.
- ☒ I have reviewed the Contractor's Performance Evaluation(s) and there is no issue of concern.
- ☒ I have reviewed the contractor's qualifications and relevant experience

OR

NON-CONCURRENCE:

- ☐ I do not concur. Reason for non-concurrence:

TYPED NAME OF
SIGNER:

JEFF ODOMS

TITLE:

DIRECTOR

SIGNATURE:

J. Odoms

DATE

4/29/2026

Memo

To: Honorable Mayor, Vice Mayor, and Commissioners
From: Stephanie Woodbury, Procurement Administrator
cc:
Date: May 20, 2026
Re: Award Recommendation – ITB 26-01 Town Hall Emergency Generator Installation

The Procurement Division advertised ITB 26-01 Town Hall Emergency Generator Installation in February 2026. On March 13, 2026, the proposals were opened and a total of two contractors submitted.

The proposals were reviewed and we would like to recommend Florida Palm Construction Inc. as the lowest and most responsible bidder.

Total cost: \$471,121.50

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement"), dated this ____ day of _____
2026 by and between:

THE TOWN OF PEMBROKE PARK, FLORIDA, a municipal
corporation organized and existing under the laws of the State of
Florida, (hereinafter referred to as "TOWN");

and

FLORIDA PALM CONSTRUCTION INC., a Florida Limited
Liability Company, (hereinafter "CONTRACTOR").

WITNESSETH:

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

SECTION 1 PREAMBLE

1.1 In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based. TOWN has obtained a proposal from CONTRACTOR to construct the following project:

Town Hall Emergency Generator Installation
(hereinafter "Project")

SECTION 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, equipment, and labor necessary to perform all of the work described in **Exhibit "A"** attached hereto ("Proposal").

2.2 CONTRACTOR hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the proper licenses, professional expertise, experience, product supply, labor, equipment, and resources to perform the services to be provided by CONTRACTOR pursuant to the terms and timeframe of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good construction practice. The CONTRACTOR shall warrant and correct any defective or faulty work for one (1) year after completion of the Project, provided that Town gives written notice to Contractor of any such defective or faulty work in a timely manner. This warranty shall survive expiration or termination of the Agreement.

2.4 CONTRACTOR hereby agrees to commence work under this contract within ten (10) calendar days of the Commencement Date specified in the written "Notice to Proceed," and to achieve Substantial Completion without interruption within one hundred twenty (120) calendar days thereafter and to achieve Final Completion without interruption within two hundred forty-five (245) calendar days thereafter, subject to any extension authorized by the Town pursuant to Sec. 18.1.

2.5 Time is the essence of the contract. In the event the CONTRACTOR shall fail to timely commence the work following Notice to Proceed or fail in the performance of the work specified and required to be performed within the time line set forth in the contract, after due allowance for any extension or extensions of time made in accordance with the Contract, the CONTRACTOR shall be liable to the TOWN, as liquidated damages, the amount stipulated herein below for each and every calendar day that the CONTRACTOR shall be in default of achieving certification of Substantial Completion or Final Completion.

2.6 CONTRACTOR shall obtain written approval from the TOWN of all subcontractors. CONTRACTOR shall notify the Project Manager (Naudia Harty) in writing of any change in the names and addresses of each subcontractor proposed for principal parts of work, and any changes in subcontractors from those proposed in CONTRACTOR's bid proposal, and for such others as the Project Manager may direct, and shall not employ any that TOWN may, within a reasonable time, object to as incompetent or as unfit.

2.7 CONTRACTOR shall pay promptly, before final settlement, any and all claims or liens by subcontractors or material suppliers, incurred in and about this work, provided that Town has paid Contractor any and all sums due Contractor so that Contractor has the ability to pay any and all such claims thereto.

2.8 CONTRACTOR shall remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the Project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.

2.9 CONTRACTOR shall observe and comply with the provisions of the charter, ordinances, codes and regulations of the TOWN.

2.10 The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at its own cost any damage or injury occurring from any cause resulting from its acts or omissions, or the acts or omissions of their subcontractors or suppliers.

2.11 The CONTRACTOR represents that the CONTRACTOR, subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications, if applicable, and have compared and reviewed all general and specific details on the Drawings, and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractors, trades persons, manufacturers or other parties required to carry

out the Project involved in this Agreement, have been either corrected or clarified prior to execution of this Agreement.

SECTION 3 SITE CONDITIONS

CONTRACTOR shall have the sole responsibility of satisfying itself concerning the nature and location of work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on contract documents, and through verification with local utility companies and the TOWN, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Agreement; and all other matters which can in any way affect performance of the Agreement, or the cost associated with such performance. The failure of CONTRACTOR to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Agreement.

SECTION 4 DIFFERING SITE CONDITIONS

4.1 CONTRACTOR shall notify TOWN, within seventy-two (72) hours of discovery, in writing and before proceeding with any work which CONTRACTOR believes constitutes a differing site condition with respect to: (1) subsurface or latent physical conditions at the jobsite differing materially from those indicated in this Agreement; (2) unknown physical conditions at the jobsite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, or (3) any other conditions on the site which differ from those as either contracted for or as represented by TOWN to the CONTRACTOR.

4.2 TOWN will, as promptly as practicable, investigate such conditions, and if it is determined that such conditions do materially differ and cause an increase or decrease in CONTRACTOR's cost of or the time required for performance of any part of any work under this Agreement, an equitable adjustment will be made and the Agreement modified in writing accordingly through a Field Change Directive. No claim of CONTRACTOR under this clause will be allowed unless CONTRACTOR has given the required written notice.

SECTION 5 CONTRACT SUM

5.1 The TOWN hereby agrees to pay CONTRACTOR the amount not to exceed Four Hundred Seventy-One Thousand One Hundred Twenty-One and 50/100 Dollars (\$471,121.50) for the faithful performance of this Agreement as provided for herein and in the Proposal.

SECTION 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Agreement, the CONTRACTOR shall protect the TOWN'S property and properties adjoining the work sites from all damage whatsoever, including vehicles, driveways, streets, grass, landscape, etc., on account of the work being carried on pursuant

to this Agreement. CONTRACTOR will preserve from damage all property along the line of work or which is in the vicinity or is in any way affected by the work.

6.2 The CONTRACTOR shall erect and maintain all necessary barricades, suitable and sufficient lights if needed, danger signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public.

6.3 The TOWN reserves the right to issue a stop work order to the CONTRACTOR for unsatisfactory performance of any obligations of this Agreement at any time the TOWN determines the CONTRACTOR is not meeting the expectations of this Agreement, or any breaches by CONTRACTOR of its obligation to protect property pursuant to this Section 6, provided, however, that Town shall give proper written notice of its intention to issue a stop work order pursuant to the terms and conditions of this Agreement which shall provide to CONTRACTOR a ten (10) day period with which to remedy and/or correct TOWN's claims as stated in their written notice to CONTRACTOR thereto.

SECTION 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the TOWN, its elected and appointed officials, officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and Subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of CONTRACTOR, or any of the CONTRACTOR's agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the TOWN may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the TOWN as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

7.2 Nothing in this clause shall preempt any claims for gross negligence, recklessness, or intentional wrongful misconduct of TOWN, its employees, servants, agents, and other contractors and TOWN shall agree to protect, defend, indemnify, and hold harmless CONTRACTOR, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the conditions of the site, to the extent caused by the gross negligence, recklessness, or intentional wrongful misconduct of TOWN, its employees, servants, agents, and other contractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or

workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. TOWN further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any gross negligence of TOWN, or any of TOWN'S agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement. Notwithstanding anything contained herein to the contrary, the liability of TOWN is limited to the amounts provided for under section 768.28, Florida Statutes.

7.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Parties to this Agreement herein and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to each, respective party's responsibility to indemnify.

7.4 This Section 7 shall survive expiration or termination of this Agreement.

SECTION 8 INSURANCE

8.1 The CONTRACTOR shall provide and maintain in force at all times during the Agreement with the TOWN such insurance, including Workers' Compensation, Employer's Liability, Comprehensive General Liability Insurance, and Automobile Liability Insurance as will assure to the TOWN the protection contained in the foregoing indemnification undertaken by the CONTRACTOR, including the following:

- a. Workers' Compensation Statutory limits.
- b. Employer's Liability \$100,000.00.
- c. Commercial General Liability Insurance (combined Bodily Injury/Property Damage. Exposures to be covered are: premises; operations; products/completed operations and certain contracts) with limits of no less than \$1,000,000.00, including TOWN as an additional insured.
- d. Automobile Liability coverage is to include bodily injury and property damage arising out of operation, maintenance, or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$300,000.00 per occurrence.

8.2 CONTRACTOR shall ensure that its Insurance provides adequate coverage consistent with its obligations under this Agreement.

8.3 A Certificate of Insurance acceptable to the TOWN shall be provided listing the above coverages and providing thirty (30) days prior written notice (or such other notice as is required by the Policy of Insurance) to the TOWN in the case of cancellation or change of insurer. Should CONTRACTOR permit any required coverage to lapse, TOWN may, but is not required to, immediately terminate this Agreement. The TOWN shall be named as an additional insured on the Liability Policies with a waiver of subrogation on the Workers' Compensation/Employees.

8.4 CONTRACTOR is advised to require all of its' Subcontractors to provide the aforementioned coverage as well as any other coverages that the Agreement may consider necessary, and any deficiency in the coverages or policy limits of any Subcontractors will be the sole responsibility of the CONTRACTOR. CONTRACTOR shall provide proof of coverage by its Subcontractors upon CITY'S request.

SECTION 9 WARRANTIES AND ATTORNEYS FEES

CONTRACTOR warrants that its services are to be performed within the limits prescribed by the TOWN with the usual thoroughness and competence of the construction trade. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.

SECTION 10 INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CONTRACTOR is an independent contractor under this Agreement and not the TOWN's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with TOWN, Broward County, State of Florida or Federal policies, rules or regulations. CONTRACTOR agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the TOWN; and the TOWN will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 11 MISCELLANEOUS

- a. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.
- b. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

- c. If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.
- d. In accordance with the Public Records Law, CONTRACTOR agrees to permit TOWN to examine all records and grants TOWN the right to audit any books, documents and papers that were generated during the course of administration of this Agreement.
- e. Public Records. The TOWN is public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
 - 1. Keep and maintain public records required by the TOWN to perform the service;
 - 2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the TOWN; and
 - 4. Upon completion of the contract, CONTRACTOR shall transfer to the TOWN, at no cost to the TOWN, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.
 - 5. The failure of CONTRACTOR to comply with the provisions set forth in the Agreement shall constitute a default and breach of the Agreement, for which, the TOWN may terminate the Agreement. **Failure to comply with said statutory requirements may subject VENDOR to penalties under 119.10, Florida Statutes, as amended.**

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

**TOWN CLERK
3150 S.W. 52ND AVENUE
PEMBROKE PARK, FLORIDA 33023
(954) 966-4600
townclerk@tppfl.gov**

- f. CONTRACTOR shall comply with the provisions of Sections 2-132, 2-133, 2-136(a) and 2-136(b) of the Pembroke Park Code of Ordinances. CONTRACTOR shall require that all subcontractors comply with Section 2-132 of the Pembroke Park Code of Ordinances. CONTRACTOR shall 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, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of such classes or in retaliation for or opposition to any such practices against any employee of, any TOWN employee working with, or applicant for employment or any other factor which cannot be lawfully used as a basis for service delivery.
- g. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
- (a) CONTRACTOR and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor.
 - (b) If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.
 - (c) 1. If the TOWN, CONTRACTOR, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. If the TOWN has a good faith belief that a subcontractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If the TOWN terminates a contract with a CONTRACTOR under this paragraph, the CONTRACTOR may not be awarded a public contract for at least one year after the date on which the contract was terminated. A CONTRACTOR is liable for any additional costs incurred by the TOWN as a result of the termination of a contract, pursuant to the terms and conditions as stated in this contract.
 - (d) The TOWN, CONTRACTOR, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 30 calendar days after the date on which the contract was terminated.
- h. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with

Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of: Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 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 is engaged in business operations in Syria.

- i. Compliance with Foreign Entity Laws. The undersigned, on behalf of the CONTRACTOR, hereby attests under penalty of perjury as follows:
 1. CONTRACTOR is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
 2. The government of a foreign country of concern does not have a controlling interest in CONTRACTOR.
 3. CONTRACTOR is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
 4. CONTRACTOR is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
 5. CONTRACTOR is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
 6. CONTRACTOR is not a foreign principal, as defined in Section 692.201, Florida Statutes.
 7. CONTRACTOR is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- j. Compliance With Anti-Human Trafficking Laws. In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the CONTRACTOR, hereby attests under penalty of perjury as follows:
 1. The CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
- k. CONTRACTOR is hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the TOWN will not request documentation of or consider a contractor’s social, political, or ideological interests when determining if the contractor is a responsible contractor. Contractors are further notified that the TOWN’s governing body may not give preference to a Contractor based on the Contractor’s social, political, or ideological interests.
- l. Sovereign Immunity. Nothing contained the Agreement, nor contained herein is intended nor shall be construed to waive TOWN’s rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

- m. Access to Records. Upon request and reasonable notice, TOWN shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to payments made pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to TOWN upon termination of Agreement.
- n. TOWN hereby waives the requirement that CONTRACTOR provide a Public Construction Bond pursuant to Section 255.05(1)(d) Fla. Stat.
- o. CONTRACTOR shall, without additional expense to TOWN, be responsible for obtaining any necessary licenses and for complying with any and all applicable federal, state, county and municipal laws, codes and regulations in connection with the performance of the services specified herein. CONTRACTOR shall be responsible for all damage to persons and/or property that occur as a result of CONTRACTOR actions or negligence.
- p. Waiver of Jury Trial. The Parties hereby waives trial by jury in any action, proceeding or counterclaim brought by any party against another party on any matter arising out of or in any way connected with this Agreement. The provisions of this Section q. shall survive any termination or expiration of this Agreement.
- q. Preparation of this Agreement has been a joint effort of TOWN and CONTRACTOR, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
- r. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of TOWN, which consent may be withheld in the TOWN's sole discretion.
- s. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both Parties to this Agreement with the same formality and of equal dignity herewith.
- t. This Agreement, and any documents referenced herein, embody the entire agreement between TOWN and CONTRACTOR and supersede all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- u. Compliance with Laws. CONTRACTOR hereby warrants and agrees, that at all times material to the Agreement, CONTRACTOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of the Agreement.
- v. 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, 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 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 consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 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 TOWN'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.
- w. Iron and Steel Products. If this Contract is for a "public works project" as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

SECTION 12 TERM AND TERMINATION

12.1 CONTRACTOR agrees to complete the work pursuant to the schedule set forth in paragraph 2.4 of this Agreement. The City Manager may extend the time based on circumstances beyond the control of the CONTRACTOR, or for the convenience of the TOWN.

12.2 It is expressly understood and agreed that the TOWN may terminate this Agreement at any time for unsatisfactory performance, provided that TOWN gives written notice to CONTRACTOR of any such unsatisfactory performance and that CONTRACTOR has a "Cure Period" of Thirty (30) Days to cure the issue or problem as noticed to CONTRACTOR by TOWN. In the event, CONTRACTOR fails to cure the issue or problem as noticed to CONTRACTOR by TOWN, the CITY's sole obligation to the CONTRACTOR shall be payment for services for work previously authorized and performed and accepted by TOWN. Such payment shall be determined on services provided as specified in **Exhibit "A,"** and/or the percentage of work performed by the CONTRACTOR up to the time of termination. Upon such termination, the TOWN may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

SECTION 13 NOTICES

Whenever the TOWN desires to give notice unto the CONTRACTOR, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions

of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For TOWN: Town of Pembroke Park
Attention: Interim Town Manager
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023
Telephone: 954-966-4600

Copy to: Goren Cherof Doody & Ezrol, Town Attorney
3099 East Commercial Blvd. Suite 200
Fort Lauderdale, Florida 33308
Telephone: 954-771-4500
Facsimile: 954-771-4923

For CONTRACTOR: Florida Palm Construction Inc.
3931 S.W. 47th Avenue, Suite 101
Davie, FL 33314
Telephone: 954-932-5761

SECTION 14 DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the TOWN may declare the CONTRACTOR in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed thirty (30) calendar days unless otherwise agreed to by the parties. In such event, the CONTRACTOR shall only be compensated for any services completed as of the date written notice of default is served.

SECTION 15 LIQUIDATED DAMAGES

Time is of the essence of this Agreement. Upon failure of CONTRACTOR to complete the Project within the time specified for completion (plus approved extensions if any), CONTRACTOR shall pay to TOWN the sum of ONE HUNDRED AND 00/100 (\$100.00) for each and every calendar day that the completion of the work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated 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 TOWN as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Project on time. TOWN shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by TOWN is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

SECTION 16 REMEDY FOR DELAY

16.1 In the event of any delay in the Project caused by any act or omission of the TOWN, its agents or employees, by the act or omission of any other party other than the CONTRACTOR, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to CONTRACTOR shall be by extension of the time allocated to complete the Project.

16.2 NO MONETARY DAMAGES SHALL BE CLAIMED OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY DELAY IN THE PROJECT CAUSED BY AN ACT OR OMISSION OF THE TOWN, ITS AGENTS OR EMPLOYEES. CONTRACTOR ACKNOWLEDGES THIS LIMITATION ON RECOVERY AND ASSUMES ALL MONETARY RISK ASSOCIATED WITH THIS LIMITATION.

CONTRACTOR hereby acknowledges that it has read and understands the above provision. INITIALS: _____

16.3 Failure on the part of CONTRACTOR to timely process a request for an extension of time to complete the work shall constitute a waiver by CONTRACTOR and CONTRACTOR shall be held responsible for completing the work within the time allocated by this contract.

16.4 All requests for extension of time to complete the work shall be made in writing within ten (10) calendar days after the event giving rise to the request for extension of time.

SECTION 17 CONTRACT INTERPRETATION

17.1 All claims of CONTRACTOR and all questions the CONTRACTOR may have concerning interpretation or clarification of this Agreement or its acceptable fulfillment shall be submitted immediately in writing to TOWN for resolution.

17.2 TOWN will render its determination in writing within seven (7) calendar days concerning such resolution, which determination shall be considered final and conclusive unless CONTRACTOR files a written protest.

17.3 CONTRACTOR is solely responsible for requesting instructions or interpretations and is solely liable for any costs and/or expenses arising from its failure to do so. CONTRACTOR's failure to protest TOWN's determinations, instructions, clarifications or decisions within ten (10) calendar days, after receipt thereof, shall constitute a waiver by CONTRACTOR of all its rights to further protest, judicial or otherwise.

SECTION 18 SUBSTANTIAL COMPLETION

18.1 The date of Substantial Completion is the date established by the TOWN at the time of issuing the Notice to Proceed. Substantial Completion is defined as that point that the Project is sufficiently complete so that the only remaining work to be performed by the CONTRACTOR is the installation of the generator and the Automatic Transfer Switch (ATS). The generator and the ATS shall be installed between Substantial Completion and Final Completion, as set forth in Sec. 2.4. The TOWN, in its sole discretion based on the generator delivery timeframe, may extend the

Final Completion date set forth in Sec. 2.4. The decision as to whether a Project has reached Substantial Completion is the sole judgment of the TOWN.

18.2 The CONTRACTOR shall notify the TOWN in writing when the CONTRACTOR considers the Project Substantially Complete. The CONTRACTOR shall attach a comprehensive "punch list" of outstanding or incomplete work and items needing correction with dates indicating when the items listed will be completed.

18.3 Once the TOWN has received notice from the CONTRACTOR, the TOWN'S Project Manager, along with the CONTRACTOR will perform a Substantial Completion inspection of the work. The Project Manager may refuse to complete the Substantial Completion inspection of the work if the work is obviously not substantially complete or when the CONTRACTOR's "punch list" is incomplete.

18.4 As a condition preceding the CONTRACTOR's request for Substantial Completion walkthrough, the Project site shall be cleared of the CONTRACTOR's excess materials, equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.

18.5 If Substantial Completion is not obtained at the inspection, called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be the responsibility of the CONTRACTOR and shall be assessed against the final Application for Payment.

18.6 Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within thirty (30) calendar days and prior to any request for Final Inspection, Testing and Acceptance. If the Substantial Completion punch list items have not been corrected by the CONTRACTOR within the thirty (30) calendar day period, at the discretion of the TOWN, Liquidated Damages, as described in the Agreement may be applied, provided however, that CONTRACTOR may apply for an extension of the punch list completion period upon reasonable cause shown thereto and TOWN shall not unreasonably withhold consent to such an extension request by CONTRACTOR thereof.

18.7 Within twenty (20) business days after the list is created, the TOWN must pay the CONTRACTOR the remaining contract balance that is due and owing that includes all retainage previously withheld by the TOWN less an amount equal to 150 percent of the estimated cost to complete the items on the punch list.

SECTION 19 FINAL INSPECTION, TESTING, AND ACCEPTANCE

19.1 When the CONTRACTOR considers that all work under the Agreement is complete, CONTRACTOR shall so inform TOWN in writing. In addition, when items on the punch list as recorded at the Substantial Completion inspection have been corrected, and all "system" or equipment functional testing has been completed and accepted by the TOWN and the TOWN is satisfied that all work under the Agreement is completed and is in accordance with the requirements of this Agreement, the TOWN's Project Manager shall issue the Certificate of Final Acceptance to CONTRACTOR for work under this Agreement.

19.2 After receipt of a Final Application For Payment, the TOWN will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Agreement, including the following items, for which a Change Order will be issued:

19.2.1 Liquidated Damages, as applicable; and

19.2.2 At the discretion of the TOWN, two (2) times the value of outstanding items, corrective work, or “punch list” items indicated on the Certificate of Substantial Completion, “final punch list”, or any other “punch list” as being yet uncompleted or uncorrected, as applicable.

All such work shall be completed or corrected to the satisfaction of the TOWN within the time stated on the Certificate of Substantial Completion, or on the “final punch list”, or any other “punch list”, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the TOWN to cover the value of all such uncompleted or uncorrected items.

19.3 Neither final acceptance of the work, nor payment therefore, nor any provision of the Agreement shall relieve the CONTRACTOR of responsibility of correction of defective or deficient materials or work. If, within one (1) year after completion of the Project, any of the work is found to be defective, deficient or not in accordance with the Agreement, the CONTRACTOR shall rectify, remove and replace it promptly after receipt of a written notice from the TOWN and correct and pay for any damage to other work as a result thereof, pursuant to the terms and conditions of this Agreement.

19.4 CONTRACTOR shall provide “Release of Liens” from all subcontractors to the TOWN prior to final payment.

SECTION 20 FACSIMILE OR ELECTRONIC SIGNATURE DEEMED ORIGINAL

The Agreement and any addendum thereto, may be executed and distributed by facsimile or electronically by pdf and a copy of the Agreement executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes.

SECTION 21 ACCEPTANCE OF AGREEMENT

Execution of this Agreement by both parties signifies Agreement with all the terms and conditions and serves as a notice to proceed.

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

ATTEST:

TOWN

CYNTHIA GARCIA-LIMA
TOWN CLERK

BY: _____
GEOFFREY JACOBS, MAYOR

APPROVED AS TO FORM

JACOB HOROWITZ
TOWN ATTORNEY

DATE

WITNESSED BY:

FLORIDA PALM CONSTRUCTION INC.

Print Name

Print Name

STATE OF _____)
COUNTY OF _____)

BY: _____
PRINT: _____
TITLE: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by Ileana Fay, as President of FLORIDA PALM CONSTRUCTION INC., a Florida Limited Liability Company, ☐ who is personally known to me or ☐ has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 2026.

(SEAL)

NOTARY PUBLIC

Exhibit “A”

SECTION 6

BID SUBMITTAL FORM

(THIS FORM IS REQUIRED)

Bids must be submitted electronically through DemandStar.com by 10:00 a.m., on Wednesday, March 11, 2026. Bids submitted by mail, fax or email will not be accepted.

The bid amounts specified herein are for unit price work, which includes all prices for equipment, labor and material required to perform the work specified in this Invitation to Bid.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, and/or subsurface investigations that he has made, has fully satisfy himself in regard to all conditions pertaining to such site and he assumes full responsibility therefor; that the he has examined the Specifications for the work and from his own experience or from professional advice that the Specifications are sufficient for the work to be done and he has examined the other Contract Documents relating thereto, including the Invitation to Bid, Instructions to Bidders, Bid Security, Contract, Performance and Payment Bond, General and Special Conditions and Technical Specifications and has read all Addenda prior to the opening of bids, and that he is fully satisfied relative to all matters and conditions with respect to the work to which this Bid pertains.

The Bidder proposes and agrees, if this bid is accepted, to contract with the Town of Pembroke Park (Town) in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tolls, apparatus, means of transportation, and labor necessary to complete the work specified in the bid and the Contract, and called for by the Specifications and in the manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form, and that the deductions for liquidated damages, also stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Town for additional costs to the Town resulting from the work not being completed within the time limits stated in the Contract Form.

The undersigned agrees to accept in full compensation for completion of the project in accordance with the Contract Documents, the total of the lump sum prices and extended unit prices bid for the items listed in the following Bid Schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment provisions of the Specifications.

Town of Pembroke Park
ITB 26-01 Town Hall Emergency Generator Installation

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST (\$)	SUBTOTAL COST (\$)
A.) General Conditions					
1.	Performance & Payment Guaranty & Insurance (not to exceed 2.5% of total bid price)	1	LS		\$ <u>18,500.00</u>
2.	Mobilization/Demobilization	1	LS		\$ <u>35,000.00</u>
3.	Maintenance of Traffic (not to exceed 2% of total bid price)	1	LS		\$ <u>10,000.00</u>
4.	Permits, Licenses and Fee Allowance	1	AL		\$ <u>12,500.00</u>
5.	Undefined Conditions Allowance - Contingency	1	AL	\$25,000.00	\$25,000.00
6.	Consideration for Indemnification	1	LS	\$10.00	\$10.00
7.	Prevention Control and Abatement of Erosion and Water Pollution	1	LS		\$ <u>7,500.00</u>
8.	Construction Survey Test Holes and As-Builts	1	LS		\$ <u>7,500.00</u>
B.) Demolition/Site Preparation					
9.	Clear and Grade Existing Area	66	SY	\$ <u>151.52</u>	\$ <u>10,000.00</u>
10.	Remove & Dispose Existing Asphalt Pavement	66	SY	\$ <u>151.52</u>	\$ <u>10,000.00</u>
11.	Furnish & Install 8' Chain Link Fence (Includes Gate)	100	LF	\$ <u>100.00</u>	\$ <u>10,000.00</u>
12.	Reinforced Concrete Slab	66	SY	\$ <u>424.24</u>	\$ <u>28,000.00</u>
C.) Architectural/Building Renovations					
13.	Furnish & Install Electrical Room Shell, Roof Slab, Walls, Ceilings, Doors, HVAC, Slab, Foundations	1	LS		\$ <u>52,000.00</u>
D.) Electrical					
14.	Furnish & Install Electrical Service, Panels, Controls, Building Modifications, Including installing Furnished Generator and ATS	1	LS		\$ <u>518,966.57</u>

GRAND TOTAL LINES 1 THROUGH 14 \$ 744,976.57

Town of Pembroke Park
ITB 26-01 Town Hall Emergency Generator Installation

The total bid amount must comprehensively cover all improvements shown, specified, or described in the construction documents and project scope without exception, omission, or assumption of exclusion.

The Bidder acknowledges that any changes in this contract price for the work must be pre-approved in writing by the Town and that any changes in contract price may be required to go to the Town Commission for approval at a Town Commission meeting and that the item must be submitted four weeks in advance to appear on the Commission agenda. The bidder acknowledges that any of his costs due to time for approval are to be incorporated into the change order amount.

Accompanying this Bid Guaranty, made payable to The Town of Pembroke Park, of not less than ten percent (10%) of the total actual bid, which guaranty is to be forfeited as liquidated damages, if in case this bid is accepted, the undersigned shall fail to execute the Contract under the conditions of this Bid; otherwise said guaranty is to be returned to the undersigned upon the delivery of a satisfactory bond.

(We), the undersigned, hereby certify that I (We) have carefully examined the foregoing bid after the same was completed, and have verified each item placed thereon; and I (We) agree to indemnify, defend, and save harmless, the Town against any cost, damage or expense which it may incur or be caused by any error in my (our) preparation of same.

Number of calendar days 175 after receipt of equipment and all permits for completion following notice to proceed, including normal weather delays

SIGNATURE IS REQUIRED

Authorized Signature:  Date: 3/12/2026

Name (typed): Sandra Sabatier Title: Secretary

Company Name: Zabatt Engine Services, Inc.

Address: 4612 Highway Avenue, Jacksonville, FL 32254

Email: sales@zabatt.com / bids@zabatt.com Telephone: 904-384-4505

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



SECTION 7

TOWN OF PEMBROKE PARK SUBMITTAL REQUIRED FORMS

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

1. Section 1, Paragraphs 5 and 6 documentations
2. Questionnaire
3. Bid Acknowledgment
4. Vendor/Bidder Disclosure
5. Subcontractors
6. References
7. Scrutinized Companies
8. Public Entity Crimes
9. Conflict of Interest Disclosure
10. Non-Collusion Statement
11. Confirmation of Drug-Free Workplace
12. Acknowledgement of Addenda
13. E-Verify form
14. Noncoercive Conduct for Labor or Services
15. Prohibition of Contracting with Entities of Foreign Countries of Concern
16. Byrd Anti-Lobbying Amendment Certification



QUESTIONNAIRE

Zabatt Engine Services, Inc.

Submitted by (*Company Name*):



Corporation

Partnership

Individual

Joint Venture

Other

Describe:

4612 Highway Avenue, Jacksonville, FL 32254

Office Location:

146

Number of people in your organization:

47 years

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

Years

Zabatt Power Systems, Inc. dba Zabatt Inc.

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

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

YES

(attach a detailed explanation)

NO



BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, ITB 26-01, Town Hall Emergency Generator Installation for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached ITB.

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

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

Bidder Business Name: Zabatt Engine Services, Inc.

Authorized Representative Signature: _____

Authorized Representative Name (Print): Sandra Sabatier

Authorized Representative Title (Print): Secretary

Address: 4612 Highway Avenue, Jacksonville, FL 32254

Date: 3/12/2026

Phone: 904-384-4505

Fax: _____

Email Address: sales@zabatt.com / bids@zabatt.com

Key Staff Member(s) Will Assign to Project: _____

Tom Tietje - Project Manager

Jeremy Siegel - Sales Manager

Kimberly Brown - Assistant Project Manager

Lead Electrician

2 Helpers



VENDOR/BIDDER DISCLOSURE

I, Sandra Sabatier, being first duly sworn state that:

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

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

Name of Individual, Firm, or Organization: Zabatt Engine Services, Inc.

Address: 4612 Highway Avenue

Jacksonville, FL 32254

FEIN: 59-1889271

State and date of incorporation Florida

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	% Ownership
Jose Sabatier	4612 Highway Avenue, Jacksonville, FL	100

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

Full Legal Name	Address	% Ownership

Town of Pembroke Park
ITB 26-01 Town Hall Emergency Generator Installation

STATE OF FLORIDA)
)
COUNTY OF Duval)

By: 
Signature of Affiant

Date: 3/12/2026

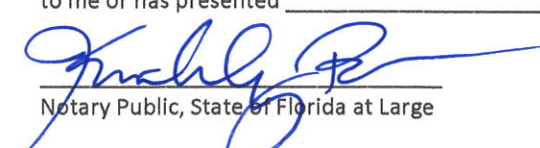
Sandra Sabatier

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 12th day of

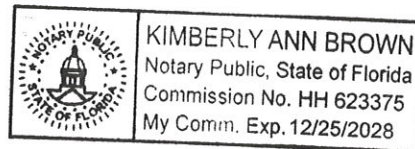
March 2026, by Sandra Sabatier, he/she is personally known

to me or has presented _____ as identification.


Notary Public, State of Florida at Large

Kimberly Brown

Print or Stamp of Notary:



Town of Pembroke Park
ITB 26-01 Town Hall Emergency Generator Installation



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

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.	Concrete	TechGroup One	8504 NW 66th St. Miami, FL 33166
2.			
3.			
4.			
5.			

REFERENCES

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

Company Name:

1.	Company	Polk County
Street Address 330 West Church Street,		
City, State & Zip Bartow, FL 33830		
Contact Person Name Rafael Samaniego		Title
Phone 863-344-2303		Email rafaelsamaniego@polk-county.net
Describe Scope of Work and dates of project/service (start/end) Installation of one 60kW and four 20kW generators at six different fuel stations along with automatic transfer switches Completion June 2024		
2.	Company	Orlando Sanford Airport Authority
Street Address 550 Don Knight Lane,		
City, State & Zip Sanford, FL 32773		
Contact Person Name Decia Magras		Title
Phone 407-585-4027		Email dmagras@sfb.osaa.net
Describe Scope of Work and dates of project/service (start/end) Purchase and installation of a 200kW and 40kW generator along with service entrance rated ATS's Completion July 2024		
3.	Company	Martin County
Street Address 5989 SW Inez Avenue		
City, State & Zip Stuart, FL 34997		
Contact Person Name Darrell Schuler		Title
Phone 772-223-7957		Email dschuler@martin.fl.us
Describe Scope of Work and dates of project/service (start/end) Purchase and installation of a 1000kW diesel generator - Completion July 2025		



SCRUTINIZED COMPANIES

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

Acknowledged By:

Zabatt Engine Services, Inc.

Firm Name:

Sandra Sabatier

Secretary

Printed Name:

Title:

Signature:

3/12/2026

Date:



**PUBLIC ENTITY CRIMES
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

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

Acknowledged By:

Zabatt Engine Services, Inc.

Firm Name:

Sandra Sabatier

Printed Name:

Secretary

Title:

Signature:

3/12/2026

Date:



CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

Acknowledged By:

Zabatt Engine Services, Inc.

Firm Name:

Sandra Sabatier

Secretary

Printed Name:

Title:



Signature:

3/12/2026

Date:



NON-COLLUSION STATEMENT

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

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

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

In accordance with TOWN Policy and Standards:

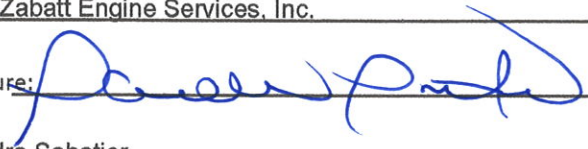
1. TOWN employees may not contract with TOWN through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
2. Immediate family members (spouse, parents, and children) are also prohibited from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

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

NAME	RELATIONSHIPS

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

Company/Firm: Zabatt Engine Services, Inc.

Authorized Signature: 

Print Name: Sandra Sabatier

Title: Secretary

Date: 3/12/2026



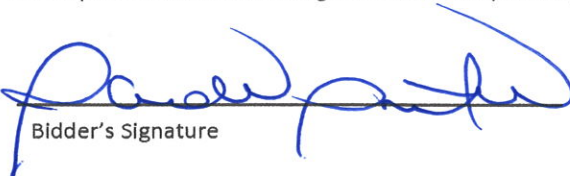
CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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


Bidder's Signature

3/12/2026

Date



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Invitation to Bid and the following

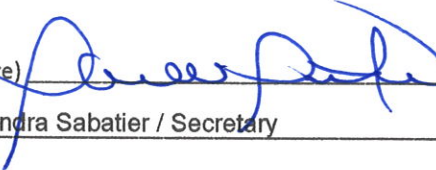
Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1

Addendum No. 2

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)  Date: 3/12/2026

Authorized Representative/Title Sandra Sabatier / Secretary

(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements.



AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the Town of Pembroke Park.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: March 12th, 2026

ENTITY: Zabatt Engine Services, Inc. NAME: Sandra Sabatier

TITLE: Secretary

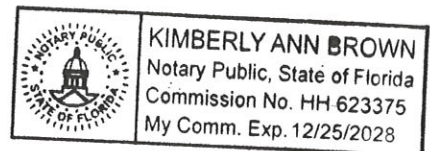
STATE OF FLORIDA
COUNTY OF Duval

SWORN TO (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12th day of March, 2026, by Sandra Sabatier in his/her capacity as Secretary for Zabatt Engine Services, Inc. (name of Entity).

☒ Personally Known OR
☐ Produced Identification

Type of Identification Produced


NOTARY PUBLIC





E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: Town Hall Emergency Generator Installation

Project No.: ITB 26-01

1. Definitions:

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

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

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

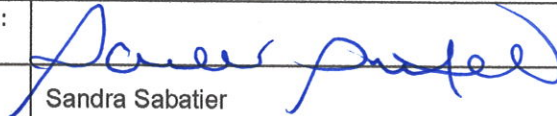
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility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

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

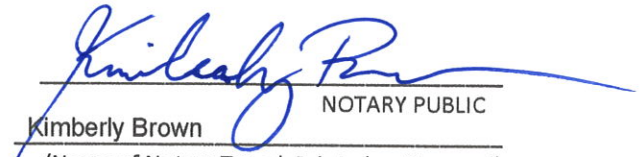
- a) If the Town has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the Town has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Town of Pembroke Park
ITB 26-01 Town Hall Emergency Generator Installation

Company Name:	Zabatt Engine Services, Inc.
Authorized Signature:	
Print Name:	Sandra Sabatier
Title	Secretary
Date:	3/12/2026
Phone:	904-384-4505

STATE OF Florida)
COUNTY OF Duval)

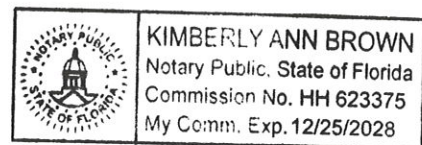
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of March, 2026, by Sandra Sabatier on behalf of Zabatt Engine Services, Inc.. He/she is personally known to me or has produced _____ as identification.



Kimberly Brown NOTARY PUBLIC
(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any





AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

1. Zabatt Engine Services, Inc. ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of: Edwin Vergara & Brandon Paul Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: Edwin Vergara Title: _____

Witness #2 Print Name: Brandon Paul Title: _____

OATH OR AFFIRMATION

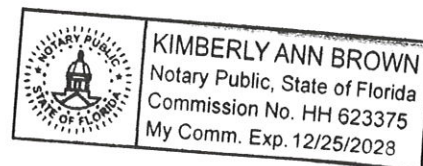
State of Florida

County of Duval

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this day of March 12th, 2026, by Sandra Sabatier (name of person) as Secretary (type of authority) for Zabatt Engine Services, Inc. (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

☒ Personally known to me; or
☐ Produced identification (Type of Identification)





BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each proposal or offer exceeding \$100,000)

The undersigned, [Company] Zabatt Engine Services, Inc. certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] Zabatt Engine Services, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Sandra Sabatier / Secretary

Name and Title of Contractor's Authorized Official

3/12/2026

Date