



# Design Build Services for a New Fire Training Facility

Request for Qualifications # FI-18-01

THE CITY OF PEMBROKE PINES  
**PURCHASING DIVISION**  
8300 SOUTH PALM DRIVE  
PEMBROKE PINES, FLORIDA 33025  
(954) 518-9020



Table of Contents

SECTION 1 - INSTRUCTIONS ..... 5
1.1 NOTICE ..... 5
1.2 PURPOSE ..... 5
1.3 SCOPE OF WORK ..... 6
1.4 TENTATIVE SCHEDULE OF EVENTS ..... 6
1.5 PROPOSAL REQUIREMENTS ..... 6
1.5.1 ENVELOPE "A" - Qualifications Package ..... 7
Title Page: ..... 7
Tab 1 - Table of Contents: ..... 7
Tab 2 - Letter of Interest: ..... 7
Tab 3 - Experience and Ability (35 points): ..... 8
Tab 4 - Previous Design/Build Experience (25 points): ..... 8
Tab 5 - Scheduling and Cost Control (10 points): ..... 9
Tab 6 - Firm's Understanding and Approach to the Work (20 points): ..... 9
Tab 7 - Financial Capability (5 points): ..... 9
Tab 8 - Other Completed Documents (5 points for Vendor Preference - Local/VOSB) ..... 10
Tab 9 - Standard Forms 330 or AIA305 (Contractor) ..... 10
Tab 10 - Business Structure, Professional Registration Certificates, & Other Documents: . 10
Tab 11 - Additional Information: ..... 11
1.5.2 ENVELOPE "B" Price Proposal ..... 11
1.6 EVALUATION OF PROPOSALS & PROCESS OF SELECTION ..... 13
1.6.1 Site Visit ..... 14
1.8 SUBMISSION REQUIREMENTS ..... 14
SECTION 2 - INSURANCE REQUIREMENTS ..... 16
2.1 REQUIRED INSURANCE ..... 17
2.2 REQUIRED ENDORSEMENTS ..... 19
SECTION 3 - GENERAL TERMS & CONDITIONS ..... 20
3.1 EXAMINATION OF CONTRACT DOCUMENTS ..... 20
3.2 CONFLICT OF INSTRUCTIONS ..... 20
3.3 ADDENDA or ADDENDUM ..... 20
3.4 INTERPRETATIONS AND QUESTIONS ..... 20
3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES ..... 20



3.6 WARRANTIES FOR USAGE ..... 21

3.7 BRAND NAMES..... 21

3.8 QUALITY..... 21

3.9 SAMPLES..... 21

3.10 DEVELOPMENT COSTS ..... 21

3.11 PRICING..... 21

3.12 DELIVERY POINT ..... 21

3.13 TAX EXEMPT STATUS ..... 21

3.14 CONTRACT TIME ..... 21

3.15 COPYRIGHT OR PATENT RIGHTS ..... 22

3.16 PUBLIC ENTITY CRIMES ..... 22

3.17 CONFLICT OF INTEREST ..... 22

3.18 FACILITIES ..... 22

3.19 ENVIRONMENTAL REGULATIONS ..... 22

3.20 SIGNATURE REQUIRED..... 23

3.21 MANUFACTURER’S CERTIFICATION..... 23

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL ..... 23

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS ..... 23

3.24 RESERVATIONS FOR REJECTION AND AWARD..... 24

3.25 BID PROTEST ..... 24

3.26 INDEMNIFICATION..... 24

3.27 DEFAULT PROVISION ..... 24

3.28 ACCEPTANCE OF MATERIAL..... 25

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT ..... 25

**SECTION 4 - SPECIAL TERMS & CONDITIONS..... 26**

4.1 PROPOSAL SECURITY..... 26

4.2 PAYMENT AND PERFORMANCE BONDS ..... 26

4.3 OWNER’S CONTINGENCY ..... 27

4.4 TAX SAVER PROGRAM ..... 27

4.5 DAVIS-BACON & RELATED ACTS ..... 27

4.6 RELEASE OF LIEN..... 28



## ATTACHMENTS

Attachment A: Design Criteria Package

Attachment B: Vendor Information Form and a W-9

Attachment C: Non-Collusive Affidavit

Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification

Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Proposer's Completed Qualification Statement

Attachment I: Sample Insurance Certificate

Attachment J: Specimen Contract/Agreement

Attachment K: References Form

Attachment L: Standard Release of Lien Form



## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

#### **RFQ # FI-18-01 Design Build Services for a New Fire Training Facility**

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the [www.BidSync.com](http://www.BidSync.com) website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at [purchasing@ppines.com](mailto:purchasing@ppines.com). The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

**Proposals will be accepted until 2:00 p.m., Tuesday, February 27, 2018.** Proposals must be **submitted electronically at [www.BidSync.com](http://www.BidSync.com)**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, located on the 4<sup>th</sup> Floor of City Hall at 601 City Center Way, Pembroke Pines, Florida, 33025.

### **1.2 PURPOSE**

The City of Pembroke Pines is seeking qualification statements from qualified firms, hereinafter referred to as the Contractor, with specialized skills and interest in providing professional services for a Design/Build project to manufacture and construct a Fire Training Facility to replace the existing temporary structure located at 1100 SW 208th Avenue, Pembroke Pines, FL 33029, in accordance with the terms, conditions, and specifications contained in this solicitation.

The City is requesting Statements of Qualifications and price proposals from interested firms to provide Design/Build Services for the items listed above.



The selected firm will be expected to provide the following:

1. Design Services in compliance with State Statutes
2. Design Review and Best Value Analysis including cost estimates
3. Guaranteed Maximum Price, including 110% Payment and Performance bond
4. Permitting
5. Construction Services
6. Project Management
7. Schedule of Values

**1.3 SCOPE OF WORK**

*The scope of work is outlined in Attachment A - Design Criteria Package.*

Please note the proposer is required to make a site visit and be familiar with all existing conditions prior to submitting a proposal.

**1.4 TENTATIVE SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	<b>January 23, 2018</b>
Question Due Date	<b>February 13, 2018</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>February 19, 2018</b>
Proposals will be accepted until	<b>2:00 p.m. on February 27, 2018</b>
Proposals (Envelope A) will be opened at	<b>2:30 p.m. on February 27, 2018</b>
Evaluation of Envelope A – Qualifications by Evaluation Committee and determination of short-list	<b>TBD</b>
Opening of Envelope “B” for short listed firms	<b>TBD</b>
Evaluation of Envelope B – Price and Technical Proposal by Evaluation Committee for recommendation of award	<b>TBD</b>
Presentation of Evaluation Committee results to City Commission	<b>TBD</b>

**1.5 PROPOSAL REQUIREMENTS**

**The following documents will need to be completed, scanned and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder’s submittal.** The City will be conducting a two-step proposal process for this solicitation. All proposers will be required to provide two submissions on BidSync. The first submission, “Submittal A,” will contain the proposer’s qualifications, references, and understanding/approach to work. The second submission, “Submittal B,” will contain the proposer’s detailed prices and technical proposal for their proposed design and construction services.



For more information please see the “SUBMISSION REQUIREMENTS” section of this RFQ.

The detail to be included in each of these submittals is listed below:

**1.5.1 ENVELOPE “A” – Qualifications Package**

**The following documents will need to be completed, scanned and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder’s submittal.** The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

**Title Page:**

List the following:

Subject: **RFQ # FI-18-01 “Design Build Services for a New Fire Training Facility”**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
4. Telephone Number
5. Email Address

**Tab 1 - Table of Contents:**

Include a clear identification of the material included in the proposal by tab number and page number.

**Tab 2 - Letter of Interest:**

Limit to two (2) pages. Include a positive commitment to perform the required work.

1. Attach a letter of interest that explains your firm’s interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
  - a. Include the size
  - b. Range of activities
  - c. Summary of abilities and experience of the firms’ professional personnel (More detail to be provided in **Tab 3 - Experience and Ability**)
  - d. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 4 - Previous Experience**)



- e. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
2. Include a positive commitment to perform the required work.

**Tab 3 - Experience and Ability (35 points):**

The relative experience of all professionals proposed for use on the team in the planning, design and administration of the project, and the abilities and qualifications of the applicant and consultants proposed staff as related to the project's specific requirements and their ability to accomplish the project. The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity and Design/Build project delivery.

1. Identify the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning, design and administration of the project.
2. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
3. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
4. Explain the ability and experience of the field staff with specific attention to project related experience.
5. Include the location from which services will be provided. If design and construction services will be performed by different offices (such as a joint venture) provide a location for each.
6. For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship.
7. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.

**Tab 4 - Previous Design/Build Experience (25 points):**

Provide specific examples of design/build contracts delivered by the proposed team members. If a joint venture, partnership or prime/sub team, describe previous design/build experience as the proposed team for municipal/government projects. Provide details on **no more than five (5)** related design/build projects (preferably where the design/construction team was the same). Details should include the following:

1. Attachment K: References Form



2. Additional information for each project to give the Evaluation Committee a full understating of the firms' role in each project. (Limit this information to three (3) pages for each project)

**Tab 5 – Scheduling and Cost Control (10 points):**

1. Description of the firm's scheduling system and cost-control system.
2. Methods for assuring subcontractors adherence to schedule should be highlighted.
3. A comparison of the firms' project profile should indicate their ability to hold to original schedules and budgets.

**Tab 6 - Firm's Understanding and Approach to the Work (20 points):**

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project. This item should be addressed from the perspective of both the design and construction entities.

**A) Project Approach:** Provide a detailed description on the Project Team approach to the required services. Information should include:

- Organizational structure of project team.
- Narrative description of the team's understanding of the design services for the Project.
- Provide a narrative statement demonstrating an understanding of the overall intent of this RFQ, as well as the methods used to complete assigned tasks.
- Please clearly describe all aspects of the project proposed.
- Include details of your approach and work plans.
- Identify any issues or concerns of significance that may be appropriate.
- A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

**Tab 7 – Financial Capability (5 points):**

The firm's financial capability is to be expressed in the financial statement, and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm's financial stability

1. Proposer's most recent audited financial statement.
2. Letter(s) from the insurer carrier stating that the Proposer is capable of meeting the insurance requirements contained in the General Conditions.
3. Letter(s) from the bonding surety stating that the Proposer is capable of meeting the bonding requirements as detailed below.



### **Tab 8 – Other Completed Documents (5 points for Vendor Preference - Local/VOSB)**

1. **Attachment B: Vendor Information Form and a W-9**
  - a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
2. **Attachment C: Non-Collusive Affidavit**
3. **Attachment D: Sworn Statement on Public Entity Crimes Form**
4. **Attachment E: Local Vendor Preference Certification**
  - a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
  - b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
  - c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.
5. **Attachment F: Veteran Owned Small Business Preference Certification**
  - a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
  - b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.
6. **Attachment G: Equal Benefits Certification Form**
7. **Attachment H: Proposer's Completed Qualification Statement**

### **Tab 9 - Standard Forms 330 or AIA305 (Contractor)**

1. Standard Forms SF330 or 254/255 (Architect)

### **Tab 10 - Business Structure, Professional Registration Certificates, & Other Documents:**

1. **Business Structure:** If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter. If the firm offering construction services is a different firm from that which is offering architectural or engineering services, provide a description of the business relationship and risk allocation between the firms.
2. **Professional Registration Certificates:** A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must



be in the name of the firm offering said services (architecture, engineering, general contractor or other certification required). Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.

- 3. **Letter(s) from the insurer carrier:** Stating that the Proposer is capable of meeting the insurance requirements contained in the General Conditions.

**Tab 11 - Additional Information:**

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

**1.5.2 ENVELOPE “B” Price Proposal**

The following documents for ENVELOPE “B” will need to be completed, scanned and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder’s submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

**Title Page:**

List the following:

Subject: **RFQ # FI-18-01 “Design Build Services for a New Fire Training Facility”**

- 1. **Envelope B – Price Proposal**
- 2. Date
- 3. Name of the Firm
- 4. Contact Person (including title) authorized to represent your firm
- 5. Telephone Number
- 6. Email Address

**Tab 1 - Table of Contents:**

Include a clear identification of the material included in the proposal by tab number and page number

**Tab 2 – Price Cost:**

- 1. Submit a signed, firm, fixed fee price proposal for providing all professional design services, labor, permitting, materials, equipment and other services and supplies necessary and incidental to construction with your design/build proposal.
- 2. Proposal Security (Bid Bond Form or Cashiers Check) **THIS MUST BE SUBMITTED AS PART OF ENVELOPE “B”. DO NOT SUBMIT IN**



**ENVELOPE “A” OR YOUR PROPOSAL MAY BE DEEMED NON-RESPONSIVE**

- a. Each Proposal must be accompanied by a certified or cashiers check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price.
- b. Contingency is not to be counted in the total amount the proposal security is based on.
- c. Proposers must submit a scanned copy of their bid security (bid bond form or cashiers check) with their bid submittal through BidSync.
- d. Proposers must also submit their original bid security (bid bond form or cashiers check) at time of the bid due date, or they may be deemed as non-responsive.
- e. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked “**BID SECURITY - RFQ # FI-18-01 “Design Build Services for a New Fire Training Facility”**” and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center way, Pembroke Pines, FL 33025.
- f. Please see the Proposal Security Section in the “ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS” section of this RFP.

**Tab 3 – Technical Proposal:**

1. The price proposal should provide sufficient detail to allow a clear understanding of the cost of individual components and features of the Project. Please provide manufacturer, make and type of materials and an estimated schedule for construction must be provided as well
2. Unit prices for all aspects of this job must be provided in the event the scope of work needs to be adjusted in the future.
3. Descriptions and layouts of the proposed project as described in the Design Criteria Package.
4. The technical proposal should account for and show traffic plans, costs for traffic redirection when needed, replacement of destroyed materials (pavement, sidewalks). Assume all construction is in residential populated areas.

**Tab 4 – Additional Information:**

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.



**1.6 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- A. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will first evaluate all proposer qualifications, references, and technical submittals as contained in envelope “A” only.
- B. The Evaluation Committee will then select and short list not less than (3) qualified design/build firms based on the following criteria

<b>Criteria</b>	<b>Points</b>
Experience and Ability	35 points
Previous Design Build Experience	25 points
Firm’s Understanding and Approach to the Work	20 points
Scheduling and Cost Control	10 points
Financial Capability	5 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
<b>Total Points</b>	<b>100 points</b>

*\*Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

*Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.*

*All other vendors shall receive zero (0) points.*

- C. Envelope “B” containing the price proposals of the short listed firms will be opened only after completion of the short-listing process set forth in bullet #B above.
- D. The Evaluation Committee will then proceed with presentations from each short-listed proposer to further evaluate the proposals taking into consideration the design and price proposal. Instructions will be provided after the short-listing and the firms will be contacted and scheduled.



- E. The short-listed vendors will be evaluated in accordance with the weighted criteria below:

<b>Criteria</b>	<b>Points</b>
Firm Qualifications and Experience (Based on information attained in Envelope A)	30 points
Project Cost (Based on information attained in Envelope B)	35 points
Technical Proposal (Based on information attained in Envelope B)	35 points
<b>Total Points</b>	<b>100 points</b>

- F. The Evaluation Committee will then rank the short-listed firms based on the above criteria.
- G. The Evaluation Committee will then forward to Commission the name of the top ranked firm with a recommendation for the City Manager to negotiate a final agreement. **The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.** Subsequently, the City Administration will negotiate and recommend a contract for Services for City Commission approval.

**1.6.1 Site Visit**

The firm shall be thoroughly familiar with the existing site conditions prior to submitting a design-build proposal.

**1.8 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://www.bidsync.com) on or before **2:00 p.m. on February 27, 2018.**

**Paper copies WILL NOT BE ACCEPTED for this solicitation.**

The City will be conducting a two-step proposal process for this solicitation. All proposers will be required to provide two submissions on BidSync. The first submission, “Envelope A,” will contain the proposer’s qualifications, references, and understanding/approach to work. The second submission, “Envelope B,” will contain the proposer’s detailed prices and technical proposal for their proposed design and construction services. There will be two separate solicitations posted on BidSync for each submission.

For the Envelope “A” submission – FI-18-01 Design Build Services for a New Fire Training Facility “A”



For the Envelope “B” submission - FI-18-01 “Design Build Services for a New Fire Training Facility “B”

**All information, correspondence, questions, answers, and addendums will be handled through the BidSync item for Envelope A. The item for Envelope “B” will only be for the submission of Envelope “B”.**

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the *PROPOSAL REQUIREMENTS* section of this solicitation.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

**PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.**



## **SECTION 2 - INSURANCE REQUIREMENTS**

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

**CERTIFICATES OF INSURANCE**, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



## 2.1 REQUIRED INSURANCE

**A. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 **(mostly for construction or equipment sold to the CITY)**

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

**B. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE** covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation : Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
  - \$500,000 Disease – Policy Limit
  - \$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

**C. AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:



1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

- D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. CYBER LIABILITY including Network Security and Privacy Liability** when applicable, with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- G. CRIME COVERAGE** when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.
- H. BUILDER'S RISK INSURANCE** shall be "All Risk" for one hundred percent (100%) of the completed value of the project with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance



shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR'S Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR'S coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR'S Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY'S Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

- I. **SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

## 2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.



## **SECTION 3 - GENERAL TERMS & CONDITIONS**

### **3.1 EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

### **3.2 CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

### **3.3 ADDENDA or ADDENDUM**

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

### **3.4 INTERPRETATIONS AND QUESTIONS**

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the “**Ask a Question**” option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the “**Question Due Date**” stated in the solicitation. Questions received after “**Question Due Date**” shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact their BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at [purchasing@ppines.com](mailto:purchasing@ppines.com).

### **3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES**

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

### 3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

### 3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

### 3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

### 3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

### 3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

### 3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

### 3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

### 3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

### 3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

### **3.15 COPYRIGHT OR PATENT RIGHTS**

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

### **3.16 PUBLIC ENTITY CRIMES**

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

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

### **3.17 CONFLICT OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

### **3.18 FACILITIES**

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

### **3.19 ENVIRONMENTAL REGULATIONS**

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

### 3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

### 3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

### 3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

### 3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 601 City Center Way, Pembroke Pines, FL.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.



- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for “**construction or repairs on a public building or public work**” the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

### **3.24 RESERVATIONS FOR REJECTION AND AWARD**

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

### **3.25 BID PROTEST**

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City’s Code of Ordinances.

### **3.26 INDEMNIFICATION**

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

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City’s rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

**General Indemnification:** To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

**Patent and Copyright Indemnification:** Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

### **3.27 DEFAULT PROVISION**

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any



other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.
- F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

**3.28 ACCEPTANCE OF MATERIAL**

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

**3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

The City complies with Florida Statute 218.70, Florida Prompt Payment Act.



## **SECTION 4 - SPECIAL TERMS & CONDITIONS**

### **4.1 PROPOSAL SECURITY**

**Proposal Security Requirements:** Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price. **Note: Contingency is not to be counted in the total amount the proposal security is based on.**

Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - RFQ # FI-18-01**" "**Design Build Services for a New Fire Training Facility**" and sent to the:

City of Pembroke Pines,  
City Clerk's Office, 4h Floor,  
601 City Center Way,  
Pembroke Pines, FL 33025.

**Successful Proposer:** The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award

and the entire sum of the Proposal Security shall be forfeited.

**Three Lowest Proposers:** The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal.

**All Other Proposers:** Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

### **4.2 PAYMENT AND PERFORMANCE BONDS**

Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297,



revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the City. **The penal sum stated in each bond shall be 110% of the contract price, not including contingency.** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

#### 4.3 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all

anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

#### 4.4 TAX SAVER PROGRAM

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

#### 4.5 DAVIS-BACON & RELATED ACTS

If construction, alternation or repair of public buildings or public works project is **funded or assisted under one or more Federal statute**, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United



States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

#### **4.6 RELEASE OF LIEN**

Contractor must provide an executed Partial/Final Release of Lien utilizing the City's standard Release of Lien Form in order for the City to release any payments to the Contractor.

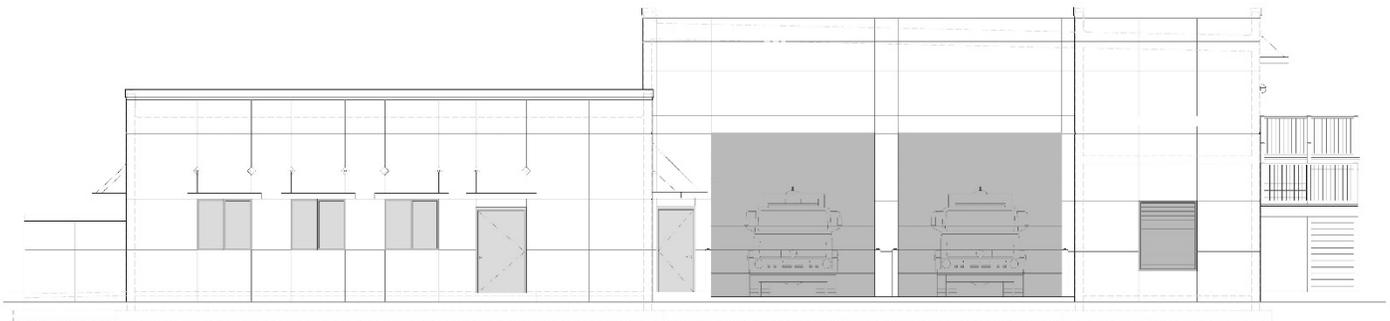
# CITY OF PEMBROKE PINES

## FIRE TRAINING FACILITY

DESIGN / BUILD CRITERIA PACKAGE

1101 SW 208<sup>TH</sup> AVENUE, PEMBROKE PINES FL 33029

JANUARY 9TH, 2018



Prepared by:



Synalovski Romanik Saye LLC  
1800 Eller Drive Suite 500  
Fort Lauderdale, Florida 33316  
954-961-6806

**DESIGN BUILD CRITERIA STANDARDS TEAM DIRECTORY**

**Build Design  
Criteria Professional:** Synalovski Romanik Saye LLC  
1800 Eller Drive  
Fort Lauderdale, FL 33316  
(954)-961-6806

**M.E.P Engineer:** Delta G Consulting Engineers  
707 NE 3rd Avenue, Suite, 200  
Fort Lauderdale, FL 33304  
(954) 527-1112

**Structural Engineer:** Saad El-Hage Consulting Engineers, Inc.  
5601 NW 9th Avenue, Suite 206  
Fort Lauderdale, FL 33309  
(561)835-9994

**Civil Engineer:** Flynn Engineering Services, PA.  
241 Commercial Boulevard  
Lauderdale By The Sea, FL 33308  
(954) 522-1004

**Landscape Architect:** Barranco - RLA, Inc.  
888 S. Andrews Avenue, Suite 300  
Fort Lauderdale, FL 33316  
(954) 224-0432

**TABLE OF CONTENTS**

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<b>SECTION 1</b>	<b>PROJECT SUMMARY</b>
1.1	General Description
1.2	Building Size
1.3	Building Type
1.4	LEED Requirements (Additive Alternate)
1.5	Design Phase
1.6	Scope of work
1.7	Special Conditions
1.8	Design Work Phases.
<b>SECTION 2</b>	<b>SITE WORK</b>
2.1	General
2.2	Demolition
2.3	Earthwork
2.4	Storm Water System
2.5	Sanitary Sewer System
2.6	Water Service System
2.7	Pavement
2.8	Site Concrete
2.9	Landscape
2.10	Irrigation
<b>SECTION 3</b>	<b>BUILDING</b>
3.1	Foundations
3.2	Roof Assembly
3.3	Interiors
3.4	Systems
<b>SECTION 4</b>	<b>PROGRAM SPACES</b>
4.1	Program Areas
4.2	Room Finishes
<b>SECTION 5</b>	<b>LEED INFORMATION (Additive Alternate)</b>
5.1	LEED Guideline
5.2	Integrative Process
5.3	Location and Transportation

5.4	Sustainable Site
5.5	Water Efficiency
5.6	Energy Atmosphere
5.7	Material and Resource
5.8	Indoor Environmental Quality
5.9	Innovation
5.10	Regional Priority
5.11	LEED V4 Project Checklist

**SECTION 6                    ADDITIONAL INFORMATION**

6.1	Preliminary Code Analysis
6.2	Geotechnical Report (Soil report and percolation test)

**SECTION 7                    DRAWINGS**

- Topographic Survey
- AS-101 Site Plan
- A-101 Floor Plan
- A-102 Reflected Ceiling Plan
- A-200 /A-201 Exterior Elevations
- A-300 Building Sections

**END OF TABLE OF CONTENTS**

## **SECTION 1 – PROJECT SUMMARY**

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## **SECTION 1. PROJECT SUMMARY**

### **1.1 General Description**

The City of Pembroke Pines commissioned Synalovski Romanik Saye LLC to provide the design/build criteria package for the new Fire Training Facility. The intent of this design/build criteria package is to engage a Design / Build Team firm that clearly demonstrates the highest level of ability to provide professional Architectural and Engineering services along with a qualified General Contractor to build a quality project within specific budget and schedule requirements of the City. This design criteria package has been compiled to form the premise of the program and design intent.

The proposed project site is located at 1101 SW 208<sup>th</sup> Ave, Pembroke Pines, FL 33029

The following image is provided below.



During construction, all utilities serving adjacent and off site facilities including, but not limited to, water, sewer, electricity, natural gas, and irrigation shall not be interrupted.

A topographic survey is provided, which describes the existing conditions where the proposed site development is to be located. Final construction logistics will be reviewed and approved by the Owner and the Design / Build Criteria Professional.

The Training Facility at a minimum shall meet the hurricane standards for a 180 MPH, and exposure category c rating per ASCE 7-10, and F.B.C. 2014, CH 16, High Velocity Hurricane Zone. The facility shall be constructed and equipped for day-to-day continuously self-sustained emergency operation for a period at a minimum of 72 hours and shall not be solely reliant upon off-site services and utilities.

All work shall conform to minimum standards of the authorities having jurisdiction. It will be the responsibility of the General Contractor to secure the site at all times during construction and all necessary security measures for the site, building, and construction personnel. Temporary utilities on site are the responsibility of the General Contractor and they must verify all existing local utility standards, requirement and provisions. All construction for the project shall conform to all current applicable codes, standards, and governing authorities including, but not limited to the following (some may not apply):

- City of Pembroke Pines Development Review/Community Appearance Committee
- Florida Administrative Code
- South Broward Water Management District
- Florida Building Code 2014
- Florida Plumbing Code 2014
- FBC Energy Efficiency Chapter 13
- Florida Mechanical Code 2014
- Florida Accessibility Code 2014
- Florida Energy Conservation Code
- Broward County Environmental Protection
- Florida Department of Environmental Resource Management
- SMACNA HVAC Duct Construction Standards
- Florida Fire Prevention Code
- NFPA Standards and Code
- Life Safety Code
- NFPA 13 Installation of Sprinkler Systems
- NFPA72 National Fire Alarm Code, Including all recommendations of appendix
- National Electric Code - NFPA 70-2014
- Illuminating Engineering Society Design Guidelines
- USGBC LEED - NC Requirements Version 4 (Additive Alternate)

Permitting and plan review fees associated with the City of Pembroke Pines, Broward County, shall be included as an allowance in the price proposal, and for all associated LEED certification requirements, if perused.

**1.2 Building Size**

The proposed building has been programmed to house the following:

- Two apparatus bays.
- Non-conditioned ancillary functions, generator room.
- Conditioned spaces for indoor Training and Administration areas, including dining, kitchen, storage rooms, restrooms and locker rooms, equipment cleaning, laundry, and equipment storage.

The gross areas are as follows:

1. Apparatus Room	1,816.67 SF
2. Training Area (rooms 109,115,116)	1,726.37 SF
3. Administration Area (Room 125)	200.39 SF
4. Dining Area (Rooms 113, 114)	456.12 SF
5. Storage Area (Rooms 103A, 108,118, 201)	1,036.15 SF
6. Support and Service. (Rooms102,103,104,105,106,107,111,112,119,121,122,123,124,00A)	1,719.21 SF
7. Ancillary Area (lobby 117, corridors 120 and 110)	239.89 SF
8. TOTAL BUILDING GROSS AREA (included walls, stairs)	8,229.60 SF

**1.3 Building Type**

The building construction type shall comply with the Florida Building Code 2014, with occupancy of B (Business), construction Type (II) B.

**1.4 LEED Requirements (Additive Alternate)**

As Additive Alternate the Fire Training Facility shall be designed and constructed to achieve a minimum of design standard of LEED certification using the latest NC Version V4 rating system requiring a minimum of 40 points.

**1.5 Design Phase**

It is expected that the Design Phase, including Development Review Committee’s approval, will be completed within 3 months of Notice to Proceed. Final completion of construction shall not take more than 9 months from plans approval and building permit issue. The Design / Build scope should include but not be limited to the following:

- a. One (1) design development phase with building floor plans, roof plan, reflected ceiling plan, elevations, sections, preliminary doors and windows schedules, interior finishes schedule and furniture plan, preliminary structural, mechanical, electrical, plumbing and fire protection plans, schedule of construction, cost estimate, rendering(s) and site plan preparation.
- b. Preparation of construction documents (Architecture, Civil, Structural, Plumbing, Electric, Mechanical, and Fire Protection) with review submittals at 60% and 90%.

- c. Plans shall be submitted for DRC review at 30%
- d. Obtain final approval of construction documents and finish specifications from DRC, Planning and Zoning, and Fire Department.
- e. Obtain all permits required for construction
- f. Construct a Fire Department Training Facility building and support infrastructure per 100% approved plans and specifications
- g. Construct all necessary improvements to allow adequate ingress/egress of Fire Department vehicles to/from the site.
- h. Provide Construction Management services of project and the required bonds and insurances.
- i. Obtain Final Certificate of Occupancy and provide as built plans and corresponding warranties.

The proposed price shall include all professional design fees, permit fees and license fees. The City of Pembroke Pines waives permit fee on city projects; Contractor is responsible for all County fees.

### **1.6 SCOPE OF WORK:**

The Design / Build Team shall provide Design/ Build Team services to include all labor, material, equipment and incidentals for the design and construction of the Fire Department Training Facility. Design/ Build Team will provide all technical services required to design and construct approximately +/- 8,230 sq. ft. (*two story building*). The construction of the new building will include the areas described in the design criteria, and will generally consist of 2-double deep bays for fire and rescue vehicles, the related rooms required to accommodate the training spaces, storage rooms, and administrative office (housing two persons), small dining area and other support and service spaces, as well as exterior Fire Department staff training area. In addition, the Design Build Team will provide site improvements, parking lot, paved access to apparatus bays and parking lot, including connection to all public utilities.

Structure, components, hardware and finishes will be of commercial grade, for 24/7 use and will comply with the listed codes.

### **1.7 SPECIAL CONDITIONS**

The Design / Build Team shall conduct on-site visit before submitting proposal in an effort to familiarize them with the location. City will not be responsible for error or omission resulting in additional cost as a result of failure to visit the area.

1. Contractor shall submit with its proposal a detailed floor plan in AutoCAD or Revit format with the dimensions and areas proposed for building layout and site planning. The foot print of the building can be adjusted slightly for the preliminary floor plans shared, as long as the adjusted living areas and utility rooms are provided as specified in these documents.

2. This is a Design / Build project and it requires plan preparation, approval, DRC approval, permitting and the corresponding site construction. All construction shall meet requirements of the Florida Building Code, Fire Code and comply with the City of Pembroke Pines Code of Ordinances and the Engineering Standards.
3. Once DRC has approved the plans, the Design / Build Team will be responsible for obtaining all permits before starting work. Contractor shall be available to reply and review all Building Department comments. The Design / Build Team will be responsible for ordering inspections as construction progresses. Fees will be waived for all permits required by the City of Pembroke Pines. Broward County fees must be paid by the Design / Build Team.
4. The work of this contract comprises the construction of a building in a site owned by the City of Pembroke Pines. The work will include but not be limited to demolition, site preparation, earthwork, building construction (foundation, structure, interior design, plumbing, electrical, mechanical, equipment, etc.), interior roadways and parking, exterior lighting, removal of existing facility and landscaping.
5. All land preparation will be the responsibility of the Design / Build Team including lay-down area and a perimeter construction fencing. Maintenance of Traffic into and from adjacent properties must be provided at all times.
6. The Design / Build Team will use current building codes and practices. Any item that does not meet Code after the project starts and after the plans have been reviewed will be the responsibility of the Design/Build Team depending on area of problem. At no time will it be the Owner's or users' responsibility.
7. City reserves the right to add / delete items from this proposal as needed and in order to meet budget availability.
8. Design / Build Team to provide all bonding and warranties applicable for the development of this type of construction.

## 1.8 DESIGN WORK

The Design / Build General Contractor shall include the entire professional team responsible for the designing, approving and permitting the new Fire Department Training Facility in complete coordination with the Fire Department and City Staff. The team must be familiar with the City's Design Guidelines and architectural features that identify the unique character of the city of Pembroke Pines. Design work and agency approvals (Broward County Engineering, SFWMD, et al.) shall be completed within the Design Phase time frame of 3 months.

1. **Preliminaries:** The Design / Build General Contractor shall become familiar with the job site and will be responsible for the evaluation and design of the building and site

conditions including the update of the site survey, geotechnical evaluation and utility locations.

2. **Design Development and renderings:** Within the first 30 days and base on the schematics included in these documents, the Design / Build General Contractor shall provide the City with one (1) design development set of drawings, included a rendering of the site and building, as well as elevations in color. The Fire Department and City Staff will approve the set and authorize project development accordingly.
3. **Design:** The Design / Build General Contractor will be responsible for the preparation of construction documents including the architectural project and all the engineering disciplines required to developed plans and specification, obtain pertinent approvals and permit the construction accordingly.
4. **DRC:** The Design / Build General Contractor will prepare and obtain approval from the Development Review Committee-DRC having plan submission at 30% and 60%. DRC shall review and recommend to the Planning Board & Zoning Board for their final approval of the application. Upon the A Planning & Zoning Board approval, the City Planner shall issue the Final Development Order subject to any condition as of approval by the Planning & Zoning Board.
5. **Permitting:** The Design / Build Team will prepare and obtain approval from the City of Pembroke Pines Building Department, Broward County Development and Environmental Review Approval, Broward County Engineering, SFWMD.
6. **Coordination:** The Design / Build Team shall coordinate with pertinent agencies the temporary and final utility including corresponding fees for service connections to water, sewer, FPL, phone, cable.

**END OF SECTION 1**

## **SECTION 2 – SITE WORK**

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## **SECTION 2. SITE WORK**

### **2.1 General**

#### **2.1.1 Referenced Standards:**

This design criteria is provided as a supplement to the project description to provide general guidelines for project work. All construction shall be done in a workman like manner and shall conform to all City, State and Federal Regulations and Codes including but not limited to the following:

- 1) City of Pembroke Pines Engineering Standards
- 2) City of Pembroke Pines Standards for Construction and Use of Public Rights-of-Way and Easements.
- 3) City of Pembroke Pines Utilities Department standards.
- 4) Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- 5) Broward County Health Department.
- 6) Florida Department of Environmental Protection.

Any conflicts between governing standards shall be brought to the attention of the City.

#### **2.1.2 Requirements:**

##### **Permit**

The Design / Build Team shall be responsible for obtaining all permits to begin work and pay all required fees associated with same.

##### **Datum**

Vertical datum - Elevations are referenced to N.A.V.D. 1988. Horizontal datum - North American Datum 1983, Florida State Plane Coordinates, East Zone, U.S.

##### **Guarantee**

The Design / Build Team shall guarantee all work and material for a period of one year from the date of project acceptance, during which all faulty construction and/or materials shall be replaced at the Design / Build Team's expense.

##### **Maintenance of Traffic (M.O.T.)**

Unless otherwise permitted or shown in the plan, the Design / Build Team shall maintain existing traffic at all times during construction and shall provide all necessary barricades, lighting, signage and flagman for the safety of the public. M.O.T. shall be in accordance with the Florida Department of Transportation

(FDOT) design standard index 600-series and M.U.T.C.D. The Design / Build Team shall notify the appropriate agencies in advance of traffic pattern changes. Owner's use of premises: Design / Build Team shall coordinate use of premises under direction of the City's representative in order to allow for unobstructed use of the Fire Training Tower and Police Training Facility.

### **Restoration**

The Design / Build Team shall immediately repair and restore existing site features including pavement, driveways, pipes, fences, traffic control devices, mailboxes and property corners damaged as a result of construction activities. The repair and restoration shall conform to applicable standards as governed.

### **Shop drawings**

At least two weeks prior to construction, the Design / Build Team shall submit shop drawings and specifications for all materials to the City for review and approval.

### **Traffic control devices**

All traffic control devices, pavement markings and signs shall be as defined in the Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.) and the FDOT Design Standards and Specifications. Thermoplastic material shall be used for final pavement markings. Paint may be used for temporary striping.

### **Handicap accessibility**

All handicap accessible ramps shall meet all applicable local, state, and federal accessibility guidelines and regulations. Any modifications shall be approved by the City.

### **Clearing and Grubbing**

Clearing shall be limited to the construction area and/or as directed by the City. All stumps, roots, buried logs or other unsuitable material within the limits of pavement construction shall be removed to a depth of 3 feet below finished pavement elevation and replaced with clean fill. All debris shall be removed from the site and legally disposed. Any material retained on-site for more than 30 days shall be stored in containers approved by the City.

### **Protection**

The Design / Build Team shall construct a perimeter fence and install a visual screen around the construction site, and be responsible to protect all existing buildings, utilities, structures that are above or below ground and shall hold the City harmless against all claims or damages.

## **Notification**

The Design / Build Team shall notify the City and other permitting agencies 48 hours prior to scheduling field observations and shall supply all equipment necessary to test the completed work. Call "sunshine one call" at 1-800-432-4770 prior to any excavation.

## **2.2 Demolition**

All necessary demolition, including the removal of the existing pre-fabricated building and sidewalks will be performed by the Design / Build Team.

## **2.3 Earthwork**

### **2.3.1 General Work Included**

This specification is provided as a supplement to the project description to provide general guidelines for project work. This section consists of earthwork operations to include:

- 1) Excavation and backfill of structures and foundations
- 2) Excavation and backfill of pipe trenches
- 3) Site grading

### **Geotechnical Soils Report**

The attached soil investigation report is prepared by a Florida registered Geotechnical Engineer for the proposed work. The report identifies the requirements for site preparation, soil excavation, compaction, backfilling, grading, foundation design recommendation and compaction testing, for the proposed work.

### **Surveys**

A general survey and site plan has been included as exhibits to this RFP. This information is provided for the development of a design-build proposal to the City. It will be the responsibility of the Design / Build Team to provide all additional surveys during design and construction phases, which are required to complete all items listed in this design criteria package. The City reserves all rights to verify any design or as-built surveys provided.

### **2.3.2 Execution Compaction Testing**

In-situ compaction testing will be performed by a certified laboratory by the Design / Build Team.

### **Equipment**

All equipment shall be suitable and adequate to perform the work specified.

Compaction equipment shall be vibratory type, or other as required by the Geotechnical Engineer.

### **Excess Material**

- 1) Stockpile all excess suitable material in stockpile areas on the site within the limits of construction in an area acceptable to the City.
- 2) Unsuitable materials shall be removed and disposed of off-site at Design / Build Team expense.

## **2.4 STORM WATER SYSTEM**

### **2.4.1 General Work Included**

The Design / Build Team shall design, permit, install, and certify a complete storm water system for this project in connection with the existing system as necessary to meet the requirements of South Florida Water Management District (SFWMD), South Broward Drainage District (SBDD), the City of Pembroke Pines (City), and Broward County Environmental Protection and Growth Management Department, Planning and Environmental Regulation Division, Surface Water Management Department. The Design-Build Firm will obtain permits from Broward County, the City's Engineering Department, and any other required permits.

As Additive Alternate, Storm water system design shall be designed and constructed to quality for LEED Credit 1 (Construction Activity Pollution Prevention), 6.1 (Quantity), and 6.2 (Quality); if LEED Certification is pursued.

The minimum floor elevation shall be at a minimum elevated above the 100-year 3-day flood elevation or as required by the Florida Building Code, City of Pembroke Pines Ordinances, the Broward County, or SFWMD.

This narrative is provided as a supplement to the project description to provide general guidelines for project work. The drainage will be via precast catch basins throughout the site. These catch basins will connect to an exfiltration trench system and a retention area. The drainage system will require permitting thru the Broward County Environmental Protection and Growth Management Department, Environmental Engineering and Permitting Division.

Work shall be in accordance with Section 430 of the FDOT Specifications except as modified herein, and curb inlets, catch basins, junction boxes and stormwater control structures in accordance with Section 425 of the FDOT Specifications.

### **2.4.2 Materials**

All pipes shall conform to the City of Pembroke Pines Standards for Construction and use of Public Rights-of-Way and Easements and the FDOT Specifications.

### **2.4.3 Execution Foundation**

Where the nature of the foundation material is of poor supporting value, the foundation shall be consolidated by replacing the material with a layer of sand or other firm material or by constructing supporting cradles.

### **Laying Pipe**

In general, pipe shall be installed in accordance with The City of Pembroke Pines Standards for Construction and Use of Public Rights-of-Way and FDOT Section 430. All pipe shall be laid "in the dry."

### **Structure Construction**

Structures shall be constructed in accordance with The City of Pembroke Pines Standards for Construction and Use of Public Rights-of-Way. Grading shall be performed immediately adjacent to the inlet and catch basin and the entire work performed in a neat, workmanlike manner.

## **2.5 SANITARY SEWER SYSTEM**

### **2.5.1 General Work Included**

Design / Build Team shall design, permit, and install a sanitary sewer system for the proposed project. The Design / Build Team shall be responsible to secure all required permits for the work. The Design / Build Team shall be responsible for all temporary utilities on the site and shall ensure that there will be no interruption of service to the City's facilities.

The proposed building will require a new sanitary sewer service. The Design / Build General Contractor shall verify the actual location of the existing gravity sewer main. The City atlas shows the existing sewer main located west of the project in the alley. The invert needs to be confirmed by the Design / Build General Contractor to insure the sewer can be extended by gravity to the new building.

All work shall be in accordance with applicable Codes of the City of Pembroke Pines Utilities, Broward County Environmental Protection and Growth Management Department, and Florida Department of Environmental Protection.

### **Storage of Materials**

Piping shall not be stacked higher than four feet. Suitable racks, chairs and other supports shall be provided by the Design / Build Team to protect preformed pipe- mating surfaces from damage.

All pipe and other materials subject to ultraviolet or ozone attack shall be protected from the sunlight, atmosphere and weather and stored in suitable enclosures until ready for installation.

### **2.5.2 Products Materials**

All materials shall be in accordance with the City of Pembroke Pines Approved Materials List.

### **2.5.3 Execution Installation**

All excavating, backfilling and compacting shall be done in accordance with the City of Pembroke Pines Engineering Services Department Standards, The City of Pembroke Pines Utilities Standards and the Broward County Health Department.

All piping shall be installed in accordance with the pipe manufacturer's recommendations, and the Uni-Bell PVC Pipe Association Handbook, or Ductile Iron Pipe Research Association recommendations, with each section of pipe having a firm bearing on the trench bedding throughout its length between bell holes. Foreign matter shall be prevented from entering the pipe during and after laying operations. All pipe ends shall be plugged when construction stops overnight or for extended periods.

Any pipe cutting shall be performed using the recommendations of the pipe manufacturer and in accordance with the best trade practices. When cutting pipe or fittings, care shall be taken to prevent damage to linings and coatings. Damage to linings shall be cause for rejection of the complete section of pipe. Damage to exterior coatings shall be corrected to original specifications.

### **Testing**

The Design / Build Team shall perform testing of all new sanitary sewers in the presence of representatives of the City. The Design / Build Team shall be required to give a minimum of two working days' notice to all parties involved prior to performing any testing. All piping shall be thoroughly cleaned prior to testing.

All testing shall be in accordance with The City of Pembroke Pines Utilities Department and the Broward County Health Department.

### **System Failure**

Should any test fail, necessary repairs shall be accomplished by the Design / Build Team and the test repeated until results within the established limits are met. If for any reason the repairs require excavating the sewer line and relaying it the disturbed line shall be retested as if it were a newly laid line. The Design / Build Team shall furnish the necessary labor, water and all other items required to conduct the required testing and shall perform the necessary system repairs to comply with the specified test, at no cost to the City.

Special consideration shall be given to the repair of any pipe which fails any of the above tests. Not only shall the Design / Build Team be responsible for making the necessary repairs and retesting at no additional cost, they shall be limited to the use of

one (1) repair sleeve per one hundred (100) feet or fraction thereof. Any line requiring more than the acceptable number of repair sleeves shall necessitate the entire sewer between manholes to be removed and replaced. No additional payment shall be made for any line requiring to be re-laid or associated testing. Measurements shall be made from center of manhole to center of manhole to calculate the number of acceptable repair sleeves per manhole run.

## **2.6 WATER SERVICE SYSTEM**

### **2.6.1 General Work Included**

Design / Build Team shall design, permit, and construct a domestic water main for the proposed project. The Design / Build Team shall be responsible to obtain all required permits for the water facilities. The Design / Build Team shall be responsible for all temporary utilities on the site and shall ensure that there will be no interruption of service to the City's facilities.

This work includes water system complete with piping, valves, fire hydrants, fittings and plugs and accessories required for installation. Work in this section also includes sterilization, flushing, and bacterial and hydrostatic testing of completed portions of new domestic water main.

### **Storage of Materials**

Piping shall not be stacked higher than four feet. Suitable racks, chairs and other supports shall be provided by the Design / Build Team to protect preformed pipe mating surfaces from damage.

All pipe and other materials subject to ultraviolet or ozone attack shall be protected from the sunlight, atmosphere and weather and stored in suitable enclosures until ready for installation.

### **2.6.2 Products General**

All pipes, valves, fittings, hydrants, appurtenances, etc. shall be in accordance with the City of Pembroke Pines Approved Materials List.

### **2.6.3 Execution Installation**

All excavating, backfilling and compacting shall be done in accordance with the City of Pembroke Pines Engineering Department Standards.

All pipes shall be installed in accordance with The City of Pembroke Pines Engineering Department Standards, the applicable Codes of the City of Pembroke Pines Utilities, and the pipe manufacturer's recommendations. Foreign matter shall be prevented from entering the pipe during and after laying operations. All pipe ends shall be plugged when construction stops overnight or for extended periods. Any pipe cutting shall be performed using the recommendations of the pipe manufacturer and in accordance with

the best trade practices.

## **Testing**

The Design / Build Team shall perform testing of all new water system in the presence of representatives of the City. The Design / Build Team shall be required to give a minimum of two working days' notice to all parties involved prior to performing any testing. All testing shall be in accordance with The City of Pembroke Pines Utilities Department and the Broward County Health Department.

## **2.7 PAVEMENT**

### **2.7.1 General Work Included**

All pavement work shall be in accordance with the City of Pembroke Pines Engineering Division requirements.

### **2.7.2 Products Materials**

The asphalt pavement shall be:

- 1) A minimum of 2" thick asphaltic concrete wearing surface, F.D.O.T. type sp-12.5. Surface course shall conform to the requirements of F.D.O.T. standard specifications sections 330 & 334.
- 2) Prime & tack coat for the limerock base course shall conform to the requirements of F.D.O.T. standard specifications section 300.
- 3) The base shall be a minimum of 8" of limerock having a minimum LBR 100 compacted to 98% of maximum density (AASHTO t-180), limerock base to conform with the requirements of F.D.O.T. specification sections 200 & 911.
- 4) The subgrade shall be a minimum of 12" of stabilized subgrade material having a minimum LBR 40 compacted to an equivalent density of 98 percent of the modified proctor maximum dry density and shall conform to Section 160 of the FDOT Specifications Book.

## **2.8 SITE CONCRETE**

### **2.8.1 General Work Included**

This specification includes all concrete not related to the building or concrete pavement.

All work under this specification shall be constructed of Portland cement concrete, minimum of 3,000 psi in 28 days.

All work shall conform to the City of Pembroke Pines Standards for Construction and use

of Public Rights-of-Way and Easements.

## 2.9 LANDSCAPE

Purpose of the following landscape specification is to protect, preserve and enhance the natural environment, adaptable to local conditions, and drought tolerant. The contractor shall conform to the standards set forth by the following:

- City of Pembroke Pines Code of Ordinances
- Florida-Friendly Landscaping
- FPL's Right Tree, Right Place
- The American National Standards Institute A-300, Tree, Shrub and Other Woody Plant Maintenance-Standard Practices
- Z-133.1 Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush-Safety Requirements
- Florida Department of Agriculture Division of Plant Industry, Grades and Standards for Nursery Plants
- Jim Clark and Nelda Matheny, Trees and Development; Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, Ninth Edition, 2000
- Alan Meerow, Betrocks Guide to Landscape Palms, Fourth Edition, 1997
- Broward County Chapter 27, Article XIV, Tree Preservation and Abuse Ordinance

### 2.9.1 Preserving Existing native vegetation

All existing trees and Palms shall be located and inventoried on a plan. The inventory shall contain the botanical, common name, diameter breast height (DBH), size, condition rating, and disposition such as protect in place, transplant, or remove and replace. For trees with a DBH larger than 18" will require an arborist report. Replacement Tree Canopy shall be illustrated on plan in calculation and in proposed landscape Plan. Contractor shall obtain a tree removal permit prior to removing or transplanting any plant material.

All mitigation trees shall meet or exceed the replacement value outlined in Sec. 6.8 Tree Preservation in the City of Pembroke Pines code.

General Contractor shall maintain the health of any relocated and replaced trees for one (1) year of the date of planting.

### 2.9.2 Plant Material Requirement

Plant material shall conform to Florida No.1 or better as per "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, Tallahassee, current edition.

Plant material selection shall promote native species, be drought tolerant, provides food

for wildlife and pollinators.

Turf shall can be used minimally

### 2.9.3 Plant Material Installation

Mulch shall be utilized in every planting bed a minimum 3" depth leaving a 1"-2" gap around the trunk of the tree. No cypress mulch shall be accepted. Melaleuca mulch preferred.

Do not place tree or plant material within the roof drip line.

### 2.9.4 Soil Requirement

Contractor shall get the existing Soil tested by the county extension office. Based on the soil results, contractor shall modify soil conform to the following references:

- ASTM: American Society of Testing Materials cited section numbers.
- U.S. Department of Agriculture, Natural Resources Conservation Service, 2003. National Soil Survey Handbook, title 430-VI. Available Online.
- US Composting Council [www.compostingcouncil.org](http://www.compostingcouncil.org) and [http://compostingcouncil.org/admin/wp-content/plugins/wp-pdfupload/pdf/191/LandscapeArch\\_Specs.pdf](http://compostingcouncil.org/admin/wp-content/plugins/wp-pdfupload/pdf/191/LandscapeArch_Specs.pdf).
- *Methods of Soil Analysis*, as published by the Soil Science Society of America (<http://www.soils.org/>).
- Up by Roots: healthy soils and trees in the built environment. 2008. J. Urban. International Society of Arboriculture, Champaign, IL.

General Contractor to notify Sunshine 811 (800)432-4770 to locate all underground utilities prior to commencing any work. General Contractor is responsible for knowing the location and avoiding utilities that are not covered by Sunshine 811.

General requirements for all soil modifications:

Take soil samples, test for chemical properties, and make appropriate adjustments.

Unless otherwise instructed, remove all existing plants, root thatch, and non-soil debris from the surface of the soil using equipment that does not add to the compaction in the soil.

All soil grading, tilling and loosening must be completed at times when the soil moisture is below field capacity. Allow soil to drain for at least two days after any rain event more than 1 inch in 24 hours, or long enough so that the soil does not make the hand muddy when squeezed.

Provide pre-emergent weed control after the soil work is complete and plants planted but prior to adding mulch to the surface, if indicated by weed type and degree of threat.

## 2.10 IRRIGATION

The City of Pembroke Pines requires all landscape areas to be irrigated with an automatically operating underground irrigation system. The irrigation system shall provide one hundred (100) percent water coverage and avoid spraying impervious surfaces. The irrigation system shall be designed per Florida-Friendly Landscape and zoned according to watering needs of plant material.

At minimum, the irrigation control system shall ability to be programmed, ability to accommodate multiple start times and programs, Rain Sensor.

The use of reclaimed water system is preferred.

General Contractor to calibrate system per standards set forth in Florida-Friendly Landscaping General Contractor to provide as built documents of the installed irrigation system and zones. General Contractor to provide manual for the operating system to owner and water schedule per local ordinances and plant needs.

**END OF SECTION 2**

## **SECTION 3 – BUILDING**

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## **SECTION 3. BUILDING**

### **3.1 STRUCTURAL CODES**

ASCE 7-10 or the latest revision at the time of permitting

F.B.C. 2014 or the latest revision at the time of permitting

All Reference Standards shall be in accordance to the F.B.C (Florida Building Code) Latest Edition

Reference standards:

- ACI (American Concrete Institute)
- AISC (American Institute of Steel Construction)
- AISI (American Iron and Steel Institute)
- ASTM (American Society for Testing and Materials)
- AWS (American Welding Society)
- ACI (American Concrete Institute)
- ATC (Applied Technology Council)
- CRSI (Concrete Reinforcing Steel Institute)
- PCA (Portland Cement Association)

#### **3.1.1 WIND LOADS**

Wind loads shall comply with: ASCE 7-10 or latest edition, and F.B.C. 2014, CH 16, High Velocity Hurricane Zone

Velocity (V) = 180 MPH (Ultimate)

Enclosed Building

Exposure Category: C

Risk Category: IV

All openings shall be impact resistant.

#### **3.1.2 WIND PRESSURE ON WINDOWS AND DOORS**

Provide positive and negative pressure based on charts from ASCE 7-10.

#### **3.1.3 ROOF UPLIFT**

Define all zones, indicate all pressures per zone (Gross or Net). Define the roof dead load used to resist uplift. Additionally provide membrane uplift based on 10 sq. ft. Indicate the roof diaphragm on the roof plan.

#### **3.1.4 ROOF MOUNTED UNITS**

Roof mounted units: All roof mounted units support and anchoring shall be detailed properly and designed to resist all wind loads according to the specifications of wind loads stated in previous pages.

### **3.1.5 OUTDOOR GROUND MECHANICAL UNITS**

Show units connections needed to resist overturning and uplift

### **3.1.6 MECHANICAL ROOM WITH LOUVERS**

Louvers shall have adjustable blades to be closed during Hurricane. Otherwise all interior elements in the room to be designed to resist direct hurricane wind loads.

### **3.1.7 INTERIOR PARTITIONS**

Partitions shall be designed for a minimum of 5 psf, and shall be braced laterally at the top.

### **3.1.8 ROOF**

Precast pre-stress concrete structure: Concrete Double Tee, and concrete hollow core planks

### **3.1.9 INTERIOR AND EXTERIOR BEARING WALLS**

Walls shall be minimum 8" thick reinforced masonry with reinforced concrete beams and concrete columns.

### **3.1.10 CONCRETE BEAMS AND CONCRETE COLUMNS**

Interior columns, steel columns or concrete columns as required supporting the imposed dead and live loads.

### **3.1.11 GROUND SLAB**

Apparatus bay: Concrete slab: thickness and reinforcing steel to be able to carry full loaded fire trucks.

Driveway (Outside the apparatus bay): Concrete slab: thickness and reinforcing steel to be able to carry Full loaded fire trucks

Rest of building: Concrete slab on grade with Wire –Mesh, Provide a plan showing clearly Control joints, construction joints, isolation joints: spacing, location, size.

### **3.1.12 TRENCH DRAIN**

Drain is required in the apparatus bay: Provide longitudinal and transverse section showing the actual size, reinforcing steel and cover.

### **3.1.13 FOUNDATION**

Shall be designed based on the recommendation of the Geotechnical Engineer Report

### **3.1.14 MISCELLANEOUS STRUCTURAL ITEMS**

1. Soffit: Design metal stud framing and bracing to resist gravity loads and wind suction loads
2. Aluminum canopy: Shall be designed by a specialty engineer license in the State of Florida.
3. Provided signed and sealed shop drawings and calculations.

### **3.1.15 SPECIAL INSPECTION**

Provide special inspection form for the unit reinforced masonry wall and precast concrete system.

### **3.1.16 STRUCTURAL CALCULATIONS**

Provide Signed and sealed structural calculations showing all of the loads, and load conditions. (Wind load, Deal Load, Live load)

1. Provide index sheet defining each structural item designed with the appropriate page. Provide brief hand written load used on the structure (Input data) prior to the computer analysis and design calculation, and the computer output. All pre-engineered structural elements shall be defined and designated to be designed by Specialty Engineer.
2. Provide clearly the loads (dead, live, wind), and criteria required (deflection limits) to insure the Delegated Specialty Engineer is designing according to the Engineer of Record recommendation. All drawings, calculations, connections provided by Specialty Engineer shall be Signed and Sealed by a Licensed Engineer in the state of Florida.

### **3.1.17 STEEL**

1. All field welds spots shall be painted with anti-rust material. (Paint after weld inspection is done).
2. All steel exposed to weather shall be galvanized.

3. All steel connections shall be designed By E.O.R. (or provide the shear, moment values at each connection on the plan to be designed by specialty engineer.)
4. All steel shop drawings shall be backed up by signed and sealed structural calculations. Steel framing supporting escalator shall be coordinated with the Mfr.

### **3.1.18 CONCRETE**

Compressive strength: Minimum 4000psi min. shall be used

### **3.2 Roof Assembly**

Redundant roof system assembly and roof cover waterproofing barriers shall meet the wind design criteria and protected from impact. A recommended system would include a TPO membrane, above substrate and tapered insulation over the concrete roof slab per manufacturer details and installation instructions. Roof assembly shall demonstrate compliance with wind uplift forces.

Internal and external roof drainage system shall be used on this project. Internal downspouts shall be designed to meet the requirements as set in this document.

Roof installation R-value shall be minimum compliant with Florida Energy Conservation Code (2014). Low slope roofs shall have minimum of 1/2" per foot slope and external positive drainage to the roof drainage system.

### **3.3 INTERIORS**

The following is a partial breakdown of the interior space requirements for the new facility.

#### **3.3.1 Walls and Finish**

Where denoted in Section 4 of this document the wall finish will consist of the following options:

1. Metal studs and 5/8" high abuse gypsum wall board and insulation. At areas of exterior masonry walls provide for furring in addition to the requirements above. Smooth finish (level 4 minimum) throughout facility typical. Sound insulation where noted.
2. Paint: Interior painted surfaces shall be commercial grade, scrubable, satin finish latex acrylic paint, low VOC. Apply three full coats, one primer and two finish coats. Use Sherwin William, or Owner approved equal. Colors to be approved by Owner.
3. Porcelain Tile: In toilet rooms provide to 60" AFF of room 6"x6" or larger square

porcelain tile - three (3) color patterns on all walls, typical. Shower areas are tiled to the ceiling. Grout to be epoxy. Epoxy Paint the balance of the wall height. Dal- Tile or Owner approved equal.

### 3.3.2 Floor Finish and Base

Where denoted in Section 4 of this document the floor finish will consist of the following options:

- 1) Sealed Concrete. General Contractor to provide a control joint to minimize crack in concrete.
- 2) Seamless 3 part epoxy resin by Durabond, Sika, or approved equal. Most abrasive finish, DB team to provide a sample.
- 3) Carpet tile, 32 oz., at least 80% solution dyed with pattern design.
- 4) LVT (luxury vinyl tiles) with minimum wear layer 20 mil and factory protective finish that enhance cleanability and durability.
- 5) Rubber Base: Provide for a 4" Rubber Cove Base Typical in all areas where epoxy and tiles are not used. Buner- Mercer, Johnsonite or Owner approved equal.
- 6) Porcelain tile: Commercial abrasion class IV. Breaking strength greater than or equal to 350 lbs. Stain and chemical resistant class B.

### 3.3.4 Interior Doors

Interior doors shall consist of wood solid core factory finished wood grain (stain - satin finish) plain sliced birch, or other Owner approved wood, doors set in (18) gage primed hollow metal welded mitered frames.

Access Doors in ceiling and/or walls shall be a minimum of 16" x 16", made of insulated sheet metal panel assembly with a continuous fastening device and hinge.

- A) Hardware: Provide for hardware assemblies per the required use of the space.
- B) Sidelight: Full glass side light set in hollow metal frame integral with door frame Assembly as noted in program.

### 3.3.5 Casework

Where denoted in Section 4 of this document the casework will consist of the following options:

1. Base Cabinets: Base cabinets shall be 24" deep by 36" high. Except where ADA sinks are required, these shall be 34" high. Full overlay door assembly with adjustable shelves; Wire pulls; Plastic laminate at visible and exposed edges.
2. Upper Cabinets: Upper cabinets shall be 14" deep by 42" high; Full overlay door assembly with adjustable shelves; decorative pulls; Plastic laminate at visible and exposed edges.

3. Countertops: Solid Surface as noted: 1" Beveled Edge; Plastic laminate Laminate as noted: 1" Beveled Edge.
4. Backsplash: Solid Surface as noted; Full height backsplash to match countertop. Laminate as noted: 4" Plastic Laminate backsplash to match countertop.
5. Kitchen appliances: Stainless steel.
6. Provide the casework as an allowance. The owner may choose to provide this scope of work.

### 3.3.6 Miscellaneous

The following is a partial breakdown of the miscellaneous item requirements for the new facility.

#### A. Toilet Room Accessories:

1. American Specialties 36" Grab Bar model 3201P-M36 for Men Restroom 125, and Women Restroom 126  
American Specialties 42" Grab Bar model 3201P-M42 for Men Restroom 125, and Women Restroom 126
2. Bobrick Towel Dispenser model B-4262 for all Restroom's
3. American Specialties Fixed Tilt Mirror model 0535 for all Restroom's
4. American Specialties Soap Dispenser model 0362 for all Restroom's
5. American Specialties Toilet Tissue Dispenser model 0931 for all Restroom's
6. American Specialties Waste Receptacle (Surface Mounted) model 20826-T for all Restroom's
7. American Specialties Shower Curtain Rod model 1214 for Men Restroom 125, and Women Restroom 126
8. American Specialties Stainless Steel Shower Curtain Hook model 1200-SHU for Men Restroom 125, and Women Restroom 126
9. American Specialties Vinyl Shower Curtain model 1200-V for Men Restroom 125, and Women Restroom 126
10. American Specialties shower grab bar model 3000 for Men Restroom 125, and Women Restroom 126
11. American Specialties Double Robe Hook model 7345 for Men Restroom 125, and Women Restroom 126

B. Marker boards/Tack boards: Wall mounted marker boards shall be included in the Fire Department Training Facility classrooms, office and Corridors. Size and quantity as indicated on plan. Marker boards to have tack rail on top and continuous tray on the bottom of the unit.

C. Fire Extinguisher Cabinets: Provide the minimum required fully recessed fire

- extinguisher cabinet and extinguishers. Cabinets to have glazing.
- D. Signage: All building code required signage shall be installed. Location, colors and style shall be approved by the Owner. Signage in public areas shall be appropriate to provide public control and wayfinding. Signage shall be tamper resistant and designed to not pose a safety hazard.
  - E. Mechoshade or approved equal shall be installed as a standard at interior window where indicated. Color and finished as approved by Owner.
  - F. Aluminum venetian mini blinds shall be installed as a standard at interior window where indicated. Color and finished as approved by Owner.

### 3.4 SYSTEMS

The following sections comprise the infrastructure systems required for this facility.

#### 3.4.1 PLUMBING

Plumbing systems shall be designed to comply with the requirements of all the latest applicable codes and standards including, but not limited to, the following:

- 2014 Florida Building Code
  - 2014 Florida Plumbing Code w/ 2016 supplements
  - Applicable NFPA standards and codes
  - Local Codes and Ordinances
  - American with Disabilities Act
  - Florida Department of Environmental Protection
- A) Plumbing load for the building will be estimated following relevant codes and industry design practices. The domestic water service will be minimum 2-inch pipe size and the building sanitary sewer will be minimum 6-inch pipe size. The potable water system demand will be based on manually-operated, flush valve, low-consumption water closets, and battery, sensor-operated, low-flow faucets on the lavatories. Sinks will have manually-operated low-flow faucets. The water-conservation features to be provided will have minimal initial cost impact. Plumbing systems will be routed clear of all areas that Code(s) require. Electric water cooler will be provided. Refrigerant utilized will be ASHRAE 90.1 compliant. Domestic water supply shall be from City water system. Well water system is not acceptable.
  - B) Sanitary Drainage: Sanitary system drainage, waste, and vent system will consist of a conventional gravity drainage system with vent(s) to roof. Design build team shall minimize the amount of roof penetration through use of air admittance valves (studor vents). The sanitary system piping will consist of cast iron hub-less piping above ground. Otherwise, if requested or required for special applications and not

in a return air plenum space, the above ground sanitary system piping will consist of solid wall Schedule 40 PVC piping. Underground, solid wall PVC Schedule 40 piping will be installed in the sanitary building drain and building sewer systems.

- C) Domestic Water Distribution: Domestic Water Distribution: A domestic water system will be installed to serve all plumbing fixtures and equipment requiring water in the building. Domestic water piping above grade shall be type “L” copper with soldered or press-fit joints and fittings. Domestic water branch piping below grade shall be type “K” copper. Interior supply branch and distribution valves shall be ball valves. Domestic water piping shall be insulated. Water hammer arresters will be provided to minimize system pressure surges. An electric, commercial grade, ASME-rated, storage type water heater with a hi-low thermostatic mixing valve and a re-circulating hot water return pump shall be provided for delivery of domestic hot water to plumbing fixtures and equipment. Water heater shall be minimum 120 gallons (design build team to verify sizing requirements). Electric water heater shall be set at a tank temperature of 140° F and hi-low thermostatic mixing valve shall be set at 110° F. Electric water heater shall be mounted on a 4 inch concrete pad or a prefabricated stand. Water heater room or closet shall have a mop sink or floor drain in which to drain relief (copper piping). Water heater shall be energy efficient meeting ASHREA 90.1, Florida Energy Code and Energy Star standards. Point of use (insta-hots) may be considered in place of a tank type water heater.
- D) Storm Drainage: Storm drainage system from the roof shall consist of a conventional gravity drainage system. Provide primary and secondary roof drains for storm drainage system. All interior storm drainage piping shall be insulated. Storm drainage system piping will consist of hub-less cast iron piping above ground and solid wall schedule 40 PVC underground. All roof drainage shall be internally piped and connected to the storm drainage system.
- E) Condensate Drainage: Condensate drainage from the air handling units will be coordinated with the mechanical installer and routed as required. Condensate drainage piping material will be type “L” copper. Schedule 40 PVC may be used if not in a plenum return rated space. Piping subject to condensate drainage will be insulated in order to prevent condensate on the exterior of such lines. Pumping of condensate drainage is prohibited.
- F) Compressed Air: Compressed air piping shall be provided to work benches in apparatus bays. Compressed air piping material will be either aluminum, schedule 40 or 80 steel or type “L” hard drawn copper with quick connect system. All necessary fittings, supports, hangers, couplings, and regulators/filters will be provided. Provide an allowance for the air compressor. The Owner may choose to provide this equipment.
- G) Provide Apparatus Bay with trench drains to capture rainwater or washdown water. Route trench drains through and oil/sand interceptor. Oil/sand interceptor shall be

by Schier Products. Multiple interceptors may be required, size and quantity shall be determined by design engineer. Discharge of oil/sand interceptor shall be routed to sanitary.

- H) Provide Emergency eyewash and shower in the Laundry area. Basis of design shall be Guardian. Model shall be corrosion resistant and stainless steel. Provide also a lavatory in the Laundry area with battery, sensor-operated faucet.
- I) Provide a separate water heater for the Laundry (extractor). Provide trough drain for laundry (extractor) discharge. Coordinate location with Laundry equipment.
- J) Provide appropriate wall hydrants around exterior of building. Provide (4) wall hydrants within apparatus bay for wash-down.
- K) Kitchen shall also be provided with a 2-compartment sink. Provide floor sink as required.
- L) All floor drains shall be provided with trap primers.
- M) Provide lockable wall hydrants as required around the perimeter of the building and provide hose bibbs in the Apparatus Bay (minimum one at the front and one at the back). Provide one of the wall hydrants near the patio and one near the Apparatus bay, front and back.
- N) Provide two (2) 1 ½" exterior hose bibbs outside the apparatus bay (front and back).

### 3.4.2 HVAC

HVAC systems shall be designed to comply with the requirements of the latest applicable codes and standards, including but not limited to the following:

- 2014 FBC Energy Efficiency Chapter 13
- 2014 Florida Building Code & 2014 Supplements; 2014 Florida Mechanical Code
- Applicable NFPA Standards and Codes
- Local Codes and Ordinances
- SMACNA HVAC Duct Construction Standards
- LEED NC 4.0 (USGBC)

General HVAC systems will be designed with the following design conditions:

#### Summer

- Outside Air Temperature: 91 degree F dry bulb and 78 degree wet bulb.
- Inside conditions: 75 degree F and 50% relative humidity

#### Winter

- Outside Air Temperature: 43 degree F.
- Inside conditions: 70 degree F and 50% relative humidity

- A) Cooling and Heating Systems: The HVAC system will consist of 6 (six) D.X. constant volume split systems with electric heat. All HVAC systems shall be designed to serve appropriate zones. Proposed D.X. units are six (6) Carrier or equal and two (2) Mitsubishi or equal units. Proposed D.X. units will be designed to provide 55 degrees F discharge air maximum with an outdoor air connection with a motorized damper. Air Handling Units shall be ceiling or closet mounted but shall be located in an accessible location. Utilize filter banks or filter return grilles. Maintain consistency so one type of filter can be purchased. No pumping of drain lines is permitted. Condensing units shall be slab mounted on grade. Provide hurricane mounting kits.

The AHU and CU will utilize two-speed fans and compressors to modulate the fan to match actual current cooling loads to minimize energy consumption when the building cooling load is not at its peak.

The design intent for the HVAC system is to provide a reliable system with easy maintenance and high energy efficiency. Proposed split units use environment friendly R-410A refrigerant and an up to 16.0 SEER at designed operating conditions.

Split units will be equipped with factory mounted controls. The systems will be provided with 7-day programmable thermostats and CO2 monitors for demand controlled ventilation.

Proposed zones shall be as follows:

1. CU/AHU-1: Lobby, Office, all Restrooms. This zone shall be dedicated to public areas for safety reasons.
2. CU/AHU-2 Shall serve the Training and Dining spaces.
3. CU/AHU-3 Shall serve the Apparatus Bay Auxiliary spaces. This zones equipment shall be selected to provide sufficient make up air due to exhaust requirements of this areas. Coordinate with dryer extractor and provide 100% exhaust for bunker room. Interlocked with the exhaust fan and the hood operation, the difference between makeup and exhaust shall be provided through the air conditioning equipment.
4. Provide dedicated mini split DX cooling in IT room.

- B) Exhaust and Ventilation Systems: Provide exhaust air where required per Florida Mechanical Code 2014. Exhaust required include the following:

### Toilet Exhaust

- Exhaust at rate of minimum 50 cfm per toilet/urinal
- All toilet exhaust air is to be removed directly to the outside.

### Apparatus Bay Engine Exhaust Removal System

- Provide roof top mounted exhaust fans and roof top mounted make up air equipment as required to satisfy ventilation requirements.
- Provide exhaust grilles above apparatus bay flooring, and ductwork chase in workbench room and air compressor & cascade system. Design said ductwork to run vertically to roof top exhaust fan equipment.

### Ventilation rates based on ASHRAE 62.1-2010

- Office occupancy: 5 cfm/person + 0.06 cfm/sq.ft.
- Lobby occupancy: 5 cfm/person + 0.06 cfm/sq.ft.
- Training areas: 5 cfm/person + 0.06 cfm/sq.ft.

- C) Air Distribution: The supply air distribution will consist of a low pressure duct. The return air system will be a ducted design. Transfer ducts are acceptable. Louver faced, adjustable discharge ceiling grilles shall be provided for the supply air and return air discharge.

### Ventilation Ducts

- All ventilation ducts shall be sheet metal, installed, sealed, and supported in accordance with the latest edition of SMACNA low velocity duct construction standards.
- All outside air ducts or intakes shall have dampers for volume control and modulating dampers for regulation by CO2 sensors.
- All exhaust duct shall be sheet metal.

### Supply/Return Ducts

- All air conditioning supply and return ducts shall be sheet metal with exterior wrapped insulation (R-6.0), installed in accordance with the latest edition of SMACNA low velocity duct construction standards, 0-1" static pressure class.

### Emergency Generator Exhaust Duct

- Generator exhaust duct shall be schedule 40 metal from generator slip fit exhaust connection to wall cap. Exhaust shall be remote from any fresh air intake provided for the HVAC system.
- Provide Knauf brand high temperature formed rigid hydrous calcium silicate with coat of insulating cement. Finish with a 12 mm coat of

finishing cement and re-cover with canvas.

#### Air Curtains

- Provide Air Curtains at all entrances between the Apparatus Bay and the Living Quarters.
- D) Duct Specialties: Fire dampers will be installed where required per FBC 2014, Chapter 7. Provide manual volume dampers at the take-off of all diffuser flex ducts for balancing purposes. Provide motorized dampers in outside air intake ducts per FBC 2014.
- E) Controls Sequence of Operating Parameters

#### Occupied mode:

- System shall be operated by 7-day programmable electronic thermostat. The supply fan shall start and thermostat shall regulate compressor fan speed. AHU supply fan speed shall be factory calibrated and controlled by compressor fan speed. Outside air damper shall open and modulate to maintain the adjustable carbon dioxide set point. The cooling stages shall be staged to maintain the adjustable room air thermostat settings. When the space temperature drops below 70 F, the electric heat shall be staged to maintain the heating set point.

#### Unoccupied mode:

- The outside air damper shall be closed and cooling fan circuits shall be disabled. The space temperature shall be monitored and the fan and cooling circuits shall be cycled to maintain the unoccupied set points.

### **3.4.3 FIRE PROTECTION**

- As required for a Business occupancy, provide Fire Protection compliant with all applicable NFPA requirements.
- Provide smoke detectors and carbon monoxide sensors as shown in the reflected ceiling plans (A-102).

### **3.4.4 ELECTRICAL**

The entire installation shall be in accordance with the following codes and standards:

- Florida State Fire Marshall's rule 69A-3.012 Florida Administrative Code (FAC) and rule chapter 69A-60 Florida Administrative Code (FAC) and Florida Statute section 633.022.
- Florida Building Code (FBC 2014) 5<sup>th</sup> Edition

- NFPA 70: National Electrical Code (2011 Edition)
- NFPA 72: National Fire Alarm & Signaling Code (2010 Edition)
- NFPA 101: Life Safety Code (2012 Edition)
- NFPA 110: Standard for Emergency & Standby Power Systems (2010 Edition)
- NFPA 780: Standard for the Installation of Lightning Protection Systems (2011 Edition)
- Florida Fire Prevention Code (2012 Edition)
- Local Codes and Ordinances
- American National Standards Institute (ANSI)
- American Society for Testing and Materials (ASTM)
- National Electrical Manufacturer's Association (NEMA)
- Americans with Disabilities Act
- Illuminating Engineering Society Design Guidelines
- LEED NC 4.0 (USGBC) (Additive Alternate)

- A) **Electrical Service:** The electrical service shall be provided from a pad-mounted FP&L utility transformer, located on the property. All field work and administrative coordination with FPL is the sole responsibility of the design build contractor. The service shall be metered at the utility transformer. The service lateral shall be extended from the utility transformer to a 1200 ampere main distribution panel (via an automatic transfer switch) in the main electrical room; after which power is distributed to the various branch circuit panels within the main electrical room. Coordination with the FPL Project Manager shall be accomplished as part of the design process, in order to obtain approval of the utility transformer location and a fault current letter. The electrical system voltage shall be 208/120 Volt, 3-Phase, 4-Wire. The entire building shall be provided with emergency power via a 250kW diesel generator set with a 500 gallon, UL 142 listed double wall, above ground tank. A 1,000 ampere service entrance rated, automatic transfer switch (with GFCI) shall be provided in order to transfer from normal to emergency power. A 1,000 ampere manual transfer switch, with camlock connectors, shall also be provided to connect to a temporary generator; in the event that the permanent generator fails.

The emergency generator shall not be considered a separately derived ac system, and shall be grounded through the building's grounding electrode system. Do not bond the generator's neutral to the generator's frame.

The emergency generator shall be a class 24, type 10, level 1 emergency power supply system.

The Electrical system shall be designed and installed as fully rated, selectively coordinated system. A complete Short Circuit and Coordination study, for the emergency power system, shall be provided for design and operational confirmation. The emergency power system shall be designed to accommodate

a temporary generator connection as a backup to the permanent generator.

The electrical system shall be complete and shall be effectively grounded as required by the National Electrical Code (2011 edition) and all local codes.

Feeder and customer owner owned service conductors shall be sized for a maximum voltage drop of 2% at design load; and branch circuit conductors shall be sized for a maximum voltage drop of 3% at design load.

The final selection of the electrical distribution system, as well as the extent of all loads and support systems, shall show consideration to final owner input during the design phase.

Panelboards:

- Current carrying buses shall be copper and ground bus bars shall be copper.
- All circuit breakers shall be “bolt-on”. Plug in breakers are not acceptable.
- All circuit breakers feeding mechanical equipment shall be HACR type.
- All panelboards shall be furnished with plastic laminate nameplates with ¼” engraved lettering for panel identification.
- All panelboards shall be provided with a type-written directory of branch circuit designations.
- Service equipment in other than dwelling units shall be marked in the field with the maximum available fault current. The field marking(s) shall include the date the fault current was performed and be of sufficient durability to withstand the environment involved.

B) Lighting and Branch Circuit Wiring: The interior lighting systems shall be designed according to Lighting Power Density requirements set by the 2014 Florida Building Code:

All light fixtures (interior and exterior) shall be LED.

Exit signs shall be LED. Internally illuminated exit signs shall not exceed 5 watts per side.

Recessed luminaires installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces. All recessed luminaires shall be IC-rated and labeled as meeting ASTM E 283 when tested at 75 Pa pressure differential with no more than 2.0 cfm of air movement from the conditioned space to the ceiling cavity. All recessed luminaires shall be sealed with a gasket or caulk between the housing and the interior wall or ceiling covering.

Automatic lighting control devices shall be installed to control lighting in all areas of the building.

Lighting in Office, Toilets, small Storage Rooms, etc., shall be controlled by a Wall Switch "Dual Technology" Occupancy Sensor for automatic on - off control, with an override "Off" switch for individual override of occupancy sensor. Lighting in the Bunk rooms should be with a manual dimmer switch. Lighting in the multi-occupant spaces, such as Training rooms, Fitness rooms, Day room and Dining room, shall be controlled by Ceiling Mounted "Dual Technology" Occupancy Sensors for automatic on - off control with a wall override switch. Lighting in common areas such as Entry Lobby and corridors shall be controlled by an astronomical time clock and should come on to 50% brightness when turned on.

Exterior light fixtures shall be controlled by an astronomical time clock. Provide site photometrics plan for fixture and pole details.

All conductors shall be copper, type "THHN/THWN" except where otherwise required. The minimum size conductor shall be 12 AWG, excluding control wiring. Aluminum conductors for branch circuits are not permitted.

All conduits and raceways shall be installed with a grounding conductor sized per NEC table 250-66 or 250-122.

All conductors shall be installed in electrical metallic tubing (EMT) unless otherwise noted, specified or specifically prohibited by the authority having jurisdiction.

Schedule 40 PVC conduit, with fittings and couplings appropriate for the use, shall be installed underground or below slabs on grade.

Type MC cable with aluminum armor and internal ground is acceptable for use as general branch circuit wiring for circuits 20 amperes or less, and concealed in walls or above suspended ceilings and as approved by the authority having jurisdiction.

- C) Communication, Fire Alarm and Security: Basic systems shall include, but not limited to, CATV, Security, and Telephone/Data backbone systems.
  - 1) An empty conduit system with pull strings shall be designed for the CATV system, including service conduits and termination backboard. The contractor shall submit shop drawings, of the cable tv system to be installed (including wiring to all devices), to the building department for review and approval prior to installation of the system.
  - 2) An empty conduit system with pull wire shall be designed for the Security system, including card reader and camera locations, coordinated with the Owner's vendor. The General Contractor shall submit shop drawings, of the security system to be installed (including wiring to all devices), to the building department for review and approval prior to installation of the system. Refer to sheet A-101 for door access control (card readers) and cameras locations.

- 3) A conduit and wiring system with pull strings shall be designed for the Data system, including service entrance conduits, termination backboard and patch panel and data outlet jack locations. The General Contractor shall submit shop drawings, of the data system to be installed (including wiring to all devices), to the building department for review and approval prior to installation of the system. Refer to A-101 plan for the locations of data outlets.
  - 4) Design / Build Team to coordinate with City for fiber language connectivity specifications.
  - 5) Refer to AS-101 plan (Site Plan) for Fiber Optic conduits location.
  - 6) Cabling: Provide CAT6a type.
- D) Lightning Protection Power quality systems including a lightning protection system shall be installed as follows:
- 1) The design layout and installation details shall meet the requirements of Underwriters' Laboratories Standard 96a for Master Labeled Lightning Protection Systems.
  - 2) The design layout and installation details shall meet the requirements of National Fire Protection Association Standard #780, current edition.
  - 3) The Lightning Protection installation shall comply in all respects to Lightning Protection Institute Standard 175. The installation shall be made by or under the supervision of an L.P.I. certified master installer.
  - 4) A Surge Protective Device (SPD) system shall be installed to improve power quality at the service level (at Panel "MDP). "PowerGuard" may be considered for this application.
- E) General Electrical Required Items:
- 1) All low voltage wiring shall be with fiber optic cable.
  - 2) All low voltage wiring shall be distributed from the I.T. room via a cable tray above the finished ceiling.
  - 3) Provide power to all equipment throughout (compressor in storage room, heavy duty washer and regular dryer in laundry room, etc.).
  - 4) Provide junction box/es at apparatus bay exit door/s for red and green traffic lights. Coordinate all requirements with owner. Refer to A-101 plan for traffic lights locations.
  - 11) Provide wireless access points (WAP) as shown in A-102.

- 12) Extend one empty 2" conduit with pull string from I.T. room up to top of training tower (do not penetrate roof). Coordinate all requirements with Owner.
- 13) Provide power to all mechanical and plumbing equipment required.

**END OF SECTION 3**

## **SECTION 4 – PROGRAM SPACES**

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## **SECTION 4: PROGRAM SPACES**

The program spaces note below are part of the basis of design. This program describes the spaces which are required to meet the needs of the proposed Fire Department Training Facility. The principal spaces are noted below.

### **4.1 PROGRAM AREAS**

<b>Room No.</b>	<b>Room Name</b>	<b>Area sf</b>	
101	Apparatus Bay	1, 800	SF
102	Generator –		
	Elect. Room	210	SF
103	Work Bench	160	SF
103A	Storage	49	SF
104	Bathroom	59	SF
105	Bunker Gear	196	SF
106	Laundry	96	SF
107	Air Comp.	177	SF
108	Storage	74	SF
109	Large Classroom	1, 102	SF
110	Corridor	39	SF
111	W.C	52	SF
112	W.C	52	SF
113	Dining	310	SF
114	Warming Kitchen	105	SF
115	Conference	319	SF
116	Small Classroom	300	SF
117	Lobby	66	SF
118	Storage	46	SF
119	Women	167	SF
120	Corridor	158	SF
121	Bath supply	16	SF
122	Men	299	SF
123	Janitorial	33	SF
124	Bathroom	92	SF
125	Office	200	SF
126	IT Room	70	SF
200	Stair	125	SF
201	Storage	791	SF

**Note: Areas are approximate and Subject to change**

#### **4.2 - ROOM FINISHES, FURNITURE and EQUIPMENT REQUIREMENTS**

##### **Room 101 – Apparatus Bay**

Floor:	Sealed concrete.
Base:	4" Rubber Base, Burke-Mercer, Johnsonite or approved equal.
Walls:	Exposed concrete masonry units, painted with epoxy Sherwin-Williams Low VOC paint with eggshell Finish or approved equal. LRV:
Ceiling:	Exposed to structure above, painted with painted with Sherwin-Williams Low VOC paint with flat Finish or approved equal.
Exterior Door:	3'-0" x 7'-0" Hollow metal door with vision panel in hollow metal frame [pedestrian doors]. 14'-0" X 14'-0" Sectional door, tested and approved for High Velocity Hurricane Zones, up to 120psf and approved by the Florida Building Code.
Interior Door:	3'-0" x 7'-0" Stain grade solid core wood door with vision panel in hollow metal frame.
Lighting:	High bay LED fixtures and surface mounted LED strip lighting. Also red and green light signal lighting at apparatus bay doors.
Casework:	None Required.
Furniture:	None Required.

##### **Room 102 – Generator- Electrical room:**

Floor:	Sealed concrete.
Base:	4" Rubber Base, Burke-Mercer, Johnsonite or approved equal.
Walls:	Exposed concrete masonry units, painted with Sherwin-Williams Low VOC paint with eggshell or satin finish or approved equal.
Ceiling:	Exposed to structure above, painted with painted with Sherwin-Williams Low VOC paint with flat Finish or approved equal.

- Exterior Door: 6'-0" x 7'-0" Hollow metal door in hollow metal frame.
- Interior Door: None.
- Lighting: 1 x 6 pendant mounted linear LED fixtures with wire guard.
- Other: Exhaust louver for generator as required by generator.

**Room 103 – Work bench:**

- Floor: Sealed concrete.
- Base: 4" Rubber Base, Burke-Mercer, Johnsonite or approved equal.
- Walls: Exposed concrete masonry units, painted with Sherwin-Williams Low VOC paint with eggshell or satin Finish or approved equal.
- Ceiling: Exposed to structure above, painted with painted with Sherwin-Williams Low VOC paint with flat Finish or approved equal.
- Doors: 3'-0" x 7'-0" Stain grade solid core wood door.
- Lighting: 1 x 6 pendant mounted linear LED fixtures.
- Furniture: 2 Heavy Duty Height Adjustable work benches made of 14 gauge tubular steel for long lasting durability and strength. Open leg workbench features standard 2" square height adjustable legs from 28 to 34" high on 2" increments. 5000 lb. capacity (4000 lb. for 96" benches) provides sturdy work surface. Adjustable leveling floor glides and leveling foot plates. Scratch resistant powder coat finish. Bench tops with pre-wired power apron. Bench top type Shop Top. Upright Shelf, Light Kit, Bin Rail, and Pegboards.

Provide data connection as shown in A-101

**Room 103A - Storage**

- Floor: Sealed concrete.
- Base: 4" Rubber Base, Burke-Mercer, Johnsonite or approved equal.

- Walls: Exposed concrete masonry units, painted with Sherwin-Williams Low VOC paint with eggshell Finish or approved equal.
- Ceiling: Exposed to structure above and 1/2" Gypsum Wallboard, painted with painted with Sherwin-Williams Low VOC paint with flat Finish or approved equal.
- Exterior Door: None.
- Interior Door: 3'-0" x 7'-0" Stain grade solid core wood door with vision panel in hollow metal frame.
- Lighting: 1 x 6 pendant mounted linear LED fixtures with wire guard.
- Casework: None Required.
- Furniture: 18" deep heavy duty metal shelving

### **Room 104 - Restroom**

- Floor: 12" x 12' minimum porcelain tile flooring.
- Base: 6" cove base porcelain tile.
- Walls: 6" x 6" minimum ceramic or porcelain tile, full height to ceiling on plumbing fixture walls. Remaining walls to be 5/8" Moisture Resistant Gypsum Wallboard, painted with painted with Sherwin-Williams Low VOC epoxy paint with Eggshell or Satin Finish or approved equal. LRV min:
- Ceiling: 1/2" Moisture Resistant Gypsum Wallboard, painted with painted with Sherwin-Williams Low VOC epoxy paint with flat Finish or approved equal. LRV min:
- Interior Door: 3'-0" x 7'-0" Stain grade solid core wood door in hollow metal frame.
- Lighting: 6" diameter LED recessed light fixtures for wet areas.
- Plumbing: See Plumbing Section for plumbing fixture specifications.

### **Room 105- Bunker Gear**

Floor:	Sealed concrete.
Base:	4" Rubber Base, Burke-Mercer, Johnsonite or approved equal.
Walls:	Exposed concrete masonry units, painted with Sherwin-Williams Low VOC paint with eggshell or satin Finish or approved equal.
Ceiling:	Exposed to structure above and 5/8" Gypsum Wallboard, painted with painted with Sherwin-Williams Low VOC paint with flat Finish or approved equal.
Interior Door:	6'-0" x 7'-0" solid core wood with vision panel in hollow metal frame.
Lighting:	1 x 6 pendant mounted linear LED fixtures with wire guard.
Furniture:	compartment bunker gear lockers with lockable casters. Groves Inc. or similar approved by Owner. Metal bench (locker room type).
Equipment:	None Required.

### **Room 106- Laundry**

Floor:	Sealed concrete.
Base:	4" Rubber Base, Burke-Mercer, Johnsonite or approved equal.
Walls:	6" x 6" minimum ceramic or porcelain tile, full height to ceiling on plumbing fixture walls. Remaining walls to be 5/8" Moisture Resistant Gypsum Wallboard, painted with painted with Sherwin-Williams Low VOC epoxy paint with eggshell Finish or approved equal.
Ceiling:	Exposed to structure above, painted with painted with Sherwin-Williams Low VOC paint with flat Finish or approved equal.
Exterior Door:	None.
Interior Door:	3'-0" x 7'-0" Stain grade solid core wood door with vision panel in hollow metal frame.
Lighting:	1 x 6 pendant mounted linear LED fixtures.
Casework:	countertop and base cabinets (?)

Equipment: Free standing 36" wide by 10" deep stainless steel sink.  
 Washer/Extractor: UniMac-Cabinet mount washer extractor Model UCN060HNV. (or approved equal)  
 Top load washer: Unimac Model: UWNMN2SP112CW01 Control: E-Mech. (or approved equal)  
 Dryer –Unimac Model: UDEE5BGS173CW01. (or approved equal)  
 Emergency Eye Wash/Shower.

Plumbing: See Plumbing Section for additional plumbing specifications.

### **Room 107- SCBA and cascade system:**

Floor: Sealed concrete.

Base: 4" Rubber Base, Burke-Mercer, Johnsonite or approved equal.

Walls: Exposed concrete masonry units, painted with Sherwin-Williams Low VOC paint with eggshell Finish or approved equal.

Ceiling: Exposed to structure above, painted with painted with Sherwin-Williams Low VOC paint with flat Finish or approved equal.

Exterior Door: 6'-0" x 7'-0" metal door. Hollow metal frame. NOA approved product.

Lighting: 1 x 6 pendant mounted linear LED fixtures.

Furniture: 16 portable SCBA bottles mobile rack with lockable casters. Gearmaster (or approved equal).  
 3 Tier Hose tenders mobile rack with lockable casters. Gearmaster (or approved equal)

Equipment: Bauer compressor H-25-E3. (or approved equal). Provide fill station.

Window Treatments: 1" aluminum venetian blinds.

### **Room 108- Storage**

Floor: Sealed concrete.

Base: 4" Rubber Base, Burke-Mercer, Johnsonite or approved equal.

Walls:	Exposed concrete masonry units, painted with Sherwin-Williams Low VOC paint with eggshell or satin Finish or approved equal.
Ceiling:	Exposed to structure above, painted with painted with Sherwin-Williams Low VOC paint with flat Finish or approved equal.
Interior Door:	3'-0" x 7'-0" Stain grade solid core wood door with vision panel in hollow metal frame.
Lighting:	1 x 6 pendant mounted linear LED fixtures with wire guard.
Furniture:	18" deep heavy duty metal shelving

### **Room 109- Large Classroom**

Floor:	12" x 12" minimum porcelain tile flooring.
Base:	Porcelain tile.
Walls:	5/8" gypsum board, painted with painted with Sherwin-Williams Low VOC paint, eggshell or satin finish or approved equal. LRV minimum: Dry erase paint west wall.
Ceiling:	2' x 4' Acoustical Ceiling Tile, Armstrong Dune or approved equal. Minimum acoustic rating: NRC: 050
Interior Door:	3'-0" x 7'-0" Stain grade solid core wood door with vision panel.
Lighting:	Recessed 2' x 4' direct-indirect dimmable lay-in LED fixtures
Furniture:	Training tables on casters for hard surface. Flip top, plastic laminate surface with vinyl edge and power-data connection. Training chairs on casters, flex back, upholstered seats. Lectern type KI Wharton or approved equal.
Equipment:	Provide power and data for wall mounted smartboard with projector head and wall mounted TV display (A/V components NIC, provided by Owner). Refer to A-101 for location of equipment.
Window Treatments:	Mechoshade manual driven roller screen solar protection and room darkening system. Sim line (or approved equal).

Provide wall data connection and floor recessed power-data boxes as shown in A-101

### **Room 110- Corridor**

- Floor: 12" x 12" minimum porcelain tile flooring.
- Base: Porcelain tile.
- Walls: 5/8" Gypsum Wallboard (Level 4 finish minimum), painted with Sherwin-Williams Low VOC paint with Eggshell or Satin Finish or approved equal.
- Ceiling: 2' x 4' Acoustical Ceiling Tile, Armstrong Dune or approved equal.
- Lighting: Recessed 2' x 4' direct-indirect dimmable lay-in LED fixtures.

### **Room 111 – W.C.**

- Floor: 12" x 12' minimum porcelain tile flooring.
- Base: 6" cove base porcelain tile.
- Walls: 6" x 6" minimum ceramic or porcelain tile, full height to ceiling on plumbing fixture walls. Remaining walls to be 5/8" Moisture Resistant Gypsum Wallboard, painted with painted with Sherwin-Williams Low VOC epoxy paint with Eggshell or Satin Finish or approved equal. LRV min:
- Ceiling: 1/2" Moisture Resistant Gypsum Wallboard, painted with painted with Sherwin-Williams Low VOC epoxy paint with flat Finish or approved equal. LRV min:
- Interior Door: 3'-0" x 7'-0" Stain grade solid core wood door in hollow metal frame.
- Lighting: 4" diameter LED recessed light fixtures for wet areas.
- Equipment: See Plumbing section 3.4.1 of DCP for plumbing fixture specifications.

### **Room 112 – W.C.**

- Floor: 12" x 12' minimum porcelain tile flooring.
- Base: 6" cove base porcelain tile.

- Walls: 6" x 6" minimum ceramic or porcelain tile, full height to ceiling on plumbing fixture walls. Remaining walls to be 5/8" Moisture Resistant Gypsum Wallboard, painted with painted with Sherwin-Williams Low VOC epoxy paint with Eggshell or Satin Finish or approved equal. LRV min: 60%
- Ceiling: 1/2" Moisture Resistant Gypsum Wallboard, painted with painted with Sherwin-Williams Low VOC epoxy paint flat Finish or approved equal. LRV min: 80%
- Interior Door: 3'-0" x 7'-0" Stain grade solid core wood door in hollow metal frame.
- Lighting: 4" diameter LED recessed light fixtures for wet areas.
- Plumbing: See Plumbing Section for plumbing fixture specifications.

### **Room 113 – Dining**

- Floor: 12" x 12" minimum porcelain tile flooring.
- Base: Porcelain tile.
- Walls: 5/8" Gypsum Wallboard (Level 4 finish minimum), painted with Sherwin-Williams Low VOC paint with Eggshell or Satin Finish or approved equal.
- Ceiling: 2' x 4' Acoustical Ceiling Tile, Armstrong Dune or approved equal.
- Interior Door: 3'-0" x 7'-0" Stain grade solid core wood door with vision panel in hollow metal frame.
- Lighting: Recessed 2' x 4' lay-in LED fixtures with dimmable switch.
- Furniture: One (1) Dining Room Table [Allowance \$1,200.00/table].  
Eight (12) Dining Room Chairs [Allowance \$300.00/chair].
- Equipment: Provide power/data for wall mounted TV display. (TV display NIC, provided by Owner).

### **Room 114 – Kitchen**

Floor:	12" x 12" minimum porcelain tile flooring.
Base:	Porcelain tile.
Walls:	5/8" Gypsum Wallboard (Level 4 finish minimum), painted with Sherwin-Williams Low VOC paint with Eggshell or Satin Finish or approved equal.
Ceiling:	2' x 4' Acoustical Ceiling Tile, Armstrong Dune or approved equal.
Lighting:	Recessed 2' x 4' lay-in direct indirect dimmable LED fixtures.
Casework:	plastic laminate base cabinets, upper cabinets. Built in pantry with adjustable shelves.
Plumbing:	(1) 16 gauge stainless steel 36"x20" farmhouse kitchen sink with garbage disposal. See plumbing section for additional specifications.
Appliances:	(1) Refrigerator – 25.6 cu. ft. Stainless Steel. Frigidaire Model FGHS2631PF (or approved equal). (2) Built in microwave and wall oven - w/Convection Cooking. Frigidaire model: FGMC3065. (or approved equal). (All appliances need to comply with Energy Star certification).
	Provide power and plumbing for existing (1) Ice Machine – Manitowoc Indigo Serie 450. Model ID-0452A with storage bin B-400.

### **Room 115- Conference**

Floor:	12" x 12" minimum porcelain tile flooring.
Base:	Porcelain tile.
Walls:	5/8" gypsum board, painted with painted with Sherwin-Williams Low VOC paint, eggshell or satin finish or approved equal. LRV minimum: Dry erase paint west wall.
Ceiling:	2' x 4' Acoustical Ceiling Tile, Armstrong Dune or approved equal. Minimum acoustic rating: NRC: 050. ½" gypsum board soffit.
Interior Door:	3'-0" x 7'-0" Stain grade solid core wood door with vision panel.

- Lighting: Recessed 2' x 4' direct-indirect dimmable lay-in LED fixtures.
- Furniture: Training tables on casters for hard surface. Flip top, plastic laminate surface with vinyl edge and power-data connection. Training chairs on casters, flex back, upholstered seats. Lectern type KI Wharton or approved equal.
- Equipment: Provide power/data for wall mounted TV display. (TV display NIC, provided by Owner).
- Window Treatments: Provide Venetian mini blinds for full glass door.
- Exterior door: Hollow metal full glass impact resistant door.

Provide wall data connection and floor recessed power-data boxes as shown in A-101.

### **Room 116- Small Classroom**

- Floor: 12" x 12" minimum porcelain tile flooring.
- Base: Porcelain tile.
- Walls: 5/8" gypsum board, painted with painted with Sherwin-Williams Low VOC paint, eggshell or satin finish or approved equal. LRV minimum: Dry erase paint west wall.
- Ceiling: 2' x 4' Acoustical Ceiling Tile, Armstrong Dune or approved equal. Minimum acoustic rating: NRC: 050.
- Interior Door: 3'-0" x 7'-0" Stain grade solid core wood door with vision panel.
- Lighting: Recessed 2' x 4' direct-indirect dimmable lay-in LED fixtures.
- Furniture: Training tables on casters for hard surface. Flip top, plastic laminate surface with vinyl edge and power-data connection. Training chairs on casters, flex back, upholstered seats. Lectern type KI Wharton or approved equal.
- .
- Equipment: Provide power and data for wall mounted TV display. (A/V components NIC, provided by Owner).

## Window

Treatments: Provide Venetian mini blinds for full glass door.

Exterior door: Hollow metal full glass impact resistant door.

Provide wall data connection and floor recessed power-data boxes as shown in A-101

**Room 117- Lobby**

Floor: 12" x 12" minimum porcelain tile flooring.

Base: Porcelain tile.

Walls: 5/8" gypsum board, painted with painted with Sherwin-Williams Low VOC paint, eggshell or satin finish or approved equal. LRV minimum:

Ceiling: 2' x 4' Acoustical Ceiling Tile, Armstrong Dune or approved equal.

Interior Door: 3'-0" x 7'-0" Stain grade solid core wood door with vision panel.

Lighting: Recessed 2' x 4' direct-indirect dimmable lay-in LED fixtures.

Furniture: upholstered stackable guest chairs

Exterior door: Hollow metal full glass impact resistant doors.

**Room 118- Storage**

Floor: Sealed concrete.

Base: 4" Rubber Base, Burke-Mercer, Johnsonite or approved equal.

Walls: Exposed concrete masonry units, painted with Sherwin-Williams Low VOC paint with High Gloss Finish or approved equal.

Ceiling: Exposed to structure above, painted with painted with Sherwin-Williams Low VOC paint with High Gloss Finish or approved equal.

Interior Door: 3'-0" x 7'-0" Stain grade solid core wood door with vision panel in hollow metal frame.

- Lighting: 1 x 6 pendant mounted linear LED fixtures with wire guard.
- Furniture: 18" deep heavy duty metal shelving.

### **Room 119 - Women Restroom**

- Floor: 12" x 12' minimum porcelain tile flooring, shower stall to have maximum 2" x 2" porcelain tile.
- Base: 6" cove base porcelain tile.
- Walls: 6" x 6" minimum ceramic or porcelain tile, full height to ceiling on plumbing fixture walls and entire shower room. Remaining walls to be 5/8" Moisture Resistant Gypsum Wallboard, painted with painted with Sherwin-Williams Low VOC epoxy paint with Eggshell or Satin Finish or approved equal.
- Ceiling: 1/2" Moisture Resistant Gypsum Wallboard, painted with Sherwin-Williams Low VOC flat Finish or approved equal.
- Exterior Door: 3'-0" x 7'-0" hollow metal door in hollow metal frame.
- Interior Door: 3'-0" x 7'-0" Stain grade solid core wood door in hollow metal frame.
- Lighting: 4" diameter LED recessed light fixtures, vapor proof in shower room.
- Furniture: 15x18x72 single tier lockers. (Metal type 14 gauge cold rolled steel, with minimum door louver).
- Plumbing: See Plumbing Section for plumbing fixture specifications.
- Other: Toilet partitions to be floor mounted solid phenolic.  
ADA compliant room signage to be provided.

### **Room 120- Corridor**

- Floor: 12" x 12" minimum porcelain tile flooring.
- Base: Porcelain tile.
- Walls: 5/8" Gypsum Wallboard (Level 4 finish minimum), painted with Sherwin-Williams Low VOC paint with Eggshell or Satin Finish or approved equal.

Ceiling: 2' x 4' Acoustical Ceiling Tile, Armstrong Dune or approved equal.

Lighting: Recessed 2' x 4' direct-indirect dimmable lay-in LED fixtures

### **Room 121- Bath supply**

Floor: 12" x 12" minimum porcelain tile flooring.

Base: Porcelain tile.

Walls: 1/2" Gypsum Wallboard (Level 4 finish minimum), painted with Sherwin-Williams Low VOC paint with Eggshell or Satin Finish or approved equal.

Ceiling: 1/2" gypsum board. Painted with Sherwin-Williams Low VOC flat Finish or approved equal.

Lighting: 4" diameter LED recessed light fixtures.

### **Room 122- Men Restroom**

Floor: 12" x 12' minimum porcelain tile flooring.

Base: 6" cove base porcelain tile.

Walls: 6" x 6" minimum ceramic or porcelain tile, full height to ceiling on plumbing fixture walls and entire shower room. Remaining walls to be 5/8" Moisture Resistant Gypsum Wallboard, painted with painted with Sherwin-Williams Low VOC epoxy paint with Eggshell or Satin Finish or approved equal.

Ceiling: 1/2" Moisture Resistant Gypsum Wallboard, painted with Sherwin-Williams Low VOC flat Finish or approved equal.

Exterior Door: 3'-0" x 7'-0" hollow metal door in hollow metal frame.

Interior Door: 3'-0" x 7'-0" Stain grade solid core wood door in hollow metal frame.

Lighting: 6" diameter LED recessed light fixtures, vapor proof in shower room.

Furniture: 15x18x72 single tier lockers. (Metal type 14 gauge cold rolled steel, with minimum door louver).

Other: Toilet partitions to be floor mounted solid phenolic. ADA compliant room signage to be provided.

### **Room 123- Janitorial**

Floor: 12" x 12" minimum porcelain tile flooring.

Base: Porcelain tile.

Walls: 5/8" Gypsum Wallboard (Level 4 finish minimum), painted with Sherwin-Williams Low VOC paint with Eggshell or Satin Finish or approved equal. 6" x 6" minimum ceramic or porcelain tile, full height to ceiling on plumbing fixture.

Ceiling: 1/2" Moisture Resistant Gypsum Wallboard, painted with Sherwin-Williams Low VOC flat Finish or approved equal.

Lighting: 4" diameter LED recessed light fixtures.

### **Room 124- Bathroom**

Floor: 12" x 12' minimum porcelain tile flooring.

Base: 6" cove base porcelain tile.

Walls: 6" x 6" minimum ceramic or porcelain tile, full height to ceiling on plumbing fixture walls and entire shower room. Remaining walls to be 5/8" Moisture Resistant Gypsum Wallboard, painted with painted with Sherwin-Williams Low VOC epoxy paint with Eggshell or Satin Finish or approved equal.

Ceiling: 1/2" Moisture Resistant Gypsum Wallboard, painted with Sherwin-Williams Low VOC flat Finish or approved equal.

Interior Door: 3'-0" x 7'-0" Stain grade solid core wood door in hollow metal frame.

Lighting: 6" diameter LED recessed light fixtures, vapor proof in shower room.

Furniture: 15x18x72 single tier lockers. (Metal type 14 gauge cold rolled steel, with minimum door louver).

Plumbing: See Plumbing Section for plumbing fixture specifications.

**Room 125 - Office**

- Floor: 12" x 12" minimum porcelain tile flooring.
- Base: Porcelain tile.
- Walls: 5/8" Gypsum Wallboard (Level 4 finish minimum), painted with Sherwin-Williams Low VOC paint with Eggshell or Satin Finish or approved equal. Minimum LRV:
- Ceiling: 2' x 4' Acoustical Ceiling Tile, Armstrong Dune or approved equal. Minimum acoustic rating: NRC: 0.50
- Interior Door: 3'-0" x 7'-0" Stain grade solid core wood door with vision panel.
- Lighting: Recessed 2' x 4' direct-indirect dimmable lay-in LED fixtures
- Casework:
- Furniture: Provide allowance for built-in casework (owner may choose to provide this scope of work), two (2) L-shaped desks in laminate finish with box-box-file pedestals. One (1) printer credenza. Provide power and data for 2 computers, 1 printer and server equipment.
- Provide Two (2) task chairs, one (1) lateral file storage to be accommodated below work surface and one (1) 4'x6' marker/tack board to be wall mounted.
- Equipment: Provide data and power connections for two (2) computer and one (1) printer/copy and one wall mounted TV display. (computer, printer/copy machine and TV display NIC, provided by Owner).
- Window  
Treatments: Provide 1" aluminum venetian blinds for windows.

Provide wall data connection as shown in A-101

**Room 126 – IT Room**

- Floor: ESD vinyl tile
- Base: 4" rubber base
- Walls: 3/4" plywood on 5/8" Gypsum Wallboard, painted with Sherwin-Williams

Low VOC paint with Eggshell or Satin Finish or approved equal.

Ceiling: Exposed to structure above, painted with painted with Sherwin-Williams Low VOC paint with High Gloss Finish or approved equal.

Interior Door: 3'-0" x 7'-0" Stain grade solid core wood door with vision panel.

Lighting: 1 x 6 pendant mounted linear LED fixtures with wire guard.

Furniture:

Equipment: Provide data and power connections per Owner's IT consultant. Provide empty conduits connected to exterior swale, new light pole, existing Police Department Training building fiber optic circuit and Fire Training Tower as shown in AS-101.  
Provide dedicated mini split DX cooling equipment.

### **Room 00A – Decon Showers**

Floor: sealed concrete

Base:

Walls: 6"x6" minimum ceramic or porcelain tile, full height to ceiling on plumbing fixture wall. 6" cove base porcelain tile.

Ceiling:

Furniture: built in benches.

### **Room 201- Storage**

Floor: Sealed concrete.

Base: 4" Rubber Base, Burke-Mercer, Johnsonite or approved equal.

Walls: Exposed concrete masonry units, painted with Sherwin-Williams Low VOC paint with eggshell or satin Finish or approved equal.

Ceiling: Exposed to structure above, painted with painted with Sherwin-Williams Low VOC paint with flat Finish or approved equal.

Interior Door: (2) 3'-0" x 7'-0" Stain grade solid core wood door with vision panel in hollow metal frame.

Lighting: 1 x 6 pendant mounted linear LED fixtures with wire guard.

**END OF SECTION 4**

## **SECTION 5 – LEED INFORMATION (Additive Alternate)**

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## **SECTION 5. LEED (Additive Alternate)**

### **5.1 GUIDELINE**

Should the City of Pembroke Pines desire for the project to be LEED Certified (Additive Alternate), provide an allowance for this project as LEED Silver. The Design / Build Team shall follow LEED V4 for BD+C: New Construction and Major Renovation.

### **5.2 INTEGRATIVE PROCESS**

1 point

Beginning in pre-design and continuing throughout the design phases, identify and use opportunities to achieve synergies across disciplines and building systems.

### **5.3 LOCATION AND TRANSPORTATION**

#### **1. LEED for neighborhood development location**

Do not qualify

#### **2. Sensitive Land Protection**

1 point

Option 2 -The building is located in a site that does not meet the LEED V4 sensitive land criteria.

#### **3. High Priority Site**

Do not qualify

#### **4. Surrounding Density and Diverse Uses**

Do not qualify

#### **5. Access to Quality Transit**

1 point

We are ¼ mile walking distance of existing bus route 7 and 10 diverse uses within 3 miles (bicycling distance of project boundaries).

#### **6. Bicycle Facilities**

1 point

Provide short-term bicycle storage for at least 2.5% of all peak visitors, but no fewer than 4 storage spaces. Provide long-term bicycle storage for at least 5% of all regular building occupants, but not fewer than 4 storage spaces per building in addition. Provide at least one on-site shower with changing facility for the first 100 regular building occupants.

#### **7. Reduced Parking Footprint**

1 point

Case 1- Provide 20% parking reduction from the base ratios and provide preferred parking for 5% of the total parking spaces after reductions are made.

#### **8. Green Vehicle**

1 point

Designate 5% of all parking spaces as preferred parking for green vehicles. Clearly identify and enforce the sole use by green vehicle. Green vehicle must achieve a minimum green score of 45 on ACEEE rating guide. Provide a Level 2 charging station.

## 5.4 SUBSTAINABLE SITE

1. **Pre-requisite: Construction Activity Pollution Prevention**  
Create and implement an erosion and sedimentation control plan for all construction activities associated with the project. Must comply with EPA 2012 requirements or local equivalent, whichever is more stringent.
2. **Site Assessment** 1 point  
A Phase 1- Environmental Site Assessment Report has been prepared for the site. The Design Team has assessed the site conditions and evaluated the sustainable options available for the site design.
3. **Site Development – Protect Habitat** 1 point  
Preserve and Protect form all development and construction 40% of greenfield. Provide outdoor space greater than or equal to 30% of the total site area. 25% vegetated.
4. **Open Space** 1 point  
Provide outdoor space greater than or equal to 30% of the total site area.
5. **Rainwater Management** 3 points  
Path 1. 95<sup>TH</sup> percentile, runoff local rain fall management from the developed site using low impact development and green infrastructure.
6. **Heat Island Reduction** 2 points  
Non-Roof Measures: Provide existing plant material and install plants that shade over paving areas on the site within 10 years of planting. Use paving material with a three year aged solar reflectance value of at least 0.28. Provide shade with vegetated structures. Use an open grid pavement system (at least 50% unbound)  
High-Reflectance Roof: Use roofing materials that have an SRI equal to or greater than:  
Low Slope Roof: 82 (Initial SRI), 64 (3-year aged SRI)  
Steep Slope Roof: 39 (Initial SRI), 32 (3-year aged SRI)
7. **Light Pollution Reduction** 1 point  
Meet up-light and light trespass requirements, using either the back-light up-light glare (BUG) method of the calculation method

## 5.5 WATER EFFICIENCY

1. **Outdoor water use reduction** pre-requisite  
Option 1-No irrigation will be required
2. **Indoor water use reduction** pre-requisite  
Plumbing fixtures and fitting will reduce water consumption by 20% from baseline.
3. **Building level water metering** pre-requisite  
We will be tracking water consumption by installing permanent water meters that measure the total potable water
4. **Outdoor water use reduction** 2 point

Option #1: Show that the landscape does not require irrigation beyond a maximum two-year establishment period.

5. **Indoor water used reduction** 2 points  
Reduce water consumption by 30% through the use of water-conserving fixtures based on a calculated baseline case using the energy policy act of 1992.
6. **Cooling tower water use**  
We will not be pursuing this credit
7. **Water metering** 1 point  
We will be tracking water consumption by installing a permanent water meter for the following two water subsystems: Indoor Plumbing Fixtures & Domestic hot water.

## 5.6 ENERGY AND ATMOSPHERE

1. **Fundamental Commissioning and verification** pre-requisite  
Complete Commissioning (Cx) process activities for mechanical, electrical, plumbing and renewable energy systems in accordance with ASHRAE Guideline 0-2005 and ASRAE Guideline 1.1-2007 for HVAC&R Systems, as they relate to energy, water, indoor environmental quality, and durability.
2. **Minimum energy performance** pre-requisite  
Demonstrate 5% improvement in the process of building performance rating compared with the baseline building performance rating. Calculate the baseline building performance according to ANSI/ASHRAE/IESNA Standard 90.1-2010, Appendix G, using a simulation model.
3. **Building-Level Energy Metering** pre-requisite  
Install new building-level energy meters or sub meters that can be aggregated to provide building-level data representing total building energy consumption. Commit to sharing with USGBC the resulting energy consumption data and electrical demand data for a 5 year period beginning on the date the project accepts LEED certification.
4. **Fundamental Refrigerant Management** pre-requisite  
Reduce ozone depletion, do not use chlorofluorocarbon (CFC) based refrigerants in new heating, ventilating, air-conditioning, and refrigeration (HVAC&R) systems.
5. **Enhanced Commissioning** 2 points  
Option 2: Envelope commissioning. Verify EA Pre-requisite Fundamental Commissioning and Verification applied to the building's thermal envelope in addition to mechanical and electrical systems and assemblies.
6. **Optimize Energy Performance** 8 points  
Establish an energy performance target no later than the schematic design phase. The target must be established as kBtu per square foot-year of source energy use.  
Option 1. Whole building Energy Simulation: Analyze efficiency measures during the design process and account for the results in design decision making. Use energy simulation of efficiency opportunities, past energy simulation analyses for similar buildings, or published data from analyses for similar buildings.
7. **Advanced Energy Metering** 1 point

We will meter the water system serving at least 80% of the indoor fixtures and fittings & meter water use of at least 80% of the installed domestic hot water heating capacity.

**8. Demand Response**

We will not be pursuing this credit

**9. Renewable Energy Production**

We will not be pursuing this credit

**10. Enhance Refrigerant Management**

1 point

Reduce ozone depletion by using only refrigerants that have a zero ozone depletion potential and a global warming potential of less than 50.

**11. Green Power and Carbon Offsets**

We will not be pursuing this credit

## 5.7 MATERIALS AND RESOURCES

**1. Storage and Collection of Recyclables**

pre-requisite

Provide dedicated areas accessible to waste haulers and building occupants for the collection and storage of recyclable materials for the entire building. Recyclable materials must include mixed paper, corrugated cardboard, glass, plastics, and metals.

**2. Construction and Demolition Waste Management Planning**

pre-requisite

Develop and implement a construction and demolition waste management plan. Establish waste diversion goals for the project and specify whether materials will be separated or comingled. Provide final report detailing all major waste streams generated.

**3. Building Life-Cycle Impact Reduction**

We will not be pursuing this credit

**4. Building product disclosure and Optimization – Environmental Product Declaration**

1 point

Encourage the use of products and materials for which life-cycle information is available and that have environmentally, economically and socially preferable life-cycle impacts, by selecting products from manufactures who have verified improved environmental life-cycle impacts.

Option #1- Environmental Product Declaration: Use at least 20 different permanently installed products sourced from at least five different manufactures that meet one of the disclosures: Product-specific declaration, environmental product declaration or USGBC approved program products. Please refer to USBGC LEED V4 Guide for list of approved programs.

**5. Building product disclosure and Optimization – Sourcing and Raw material**

1 point

Encourage the use of products and materials for which life-cycle information is available and that have environmentally, economically and socially preferable life-cycle impacts by selecting products verified to have been extracted or sourced in a responsible manner.

Option #1- Raw material source and extraction Reporting : Use at least 20 different permanently installed products sourced from at least five different manufactures that have publicly released a report from their raw material suppliers which include raw material supplier extraction locations and a commitment to meeting applicable standards or programs voluntarily that address responsible sourcing criteria. Please refer to USBGC LEED V4 Guide for list of approved agencies.

**6. Building product disclosure and Optimization – Material Ingredients** 1 point

Encourage the use of products and materials for which life-cycle information is available and that have environmentally, economically and socially preferable life-cycle impacts by selecting products for which the chemical ingredients in the product are inventoried using an accepted methodology and for selection products verified to minimize the use and generation of harmful substances.

Option #1- Material Ingredient Reporting : Use at least 20 different permanently installed products sourced from at least five different manufactures that use any of the accepted programs by USGBC, that demonstrate the chemical inventory of the product to at least 0.1%. Please refer to USBGC LEED V4 Guide for list of approved agencies.

**7. Construction and Demolition waste management** 2 points

To reduce construction and demolition waste disposed of in landfills

Recycle and or salvage nonhazardous construction and demolition materials.

Option 1. Diversion: Path 2. Divert at least 75% of the total construction; diverted material must include at least four materials streams.

## 5.8 INDOOR ENVIRONMENTAL QUALITY

**1. Minimum Indoor Air Quality Performance** pre-requisite  
Meet USBGC LEED V4 Guide requirements of both ventilation and monitoring

**2. Environmental Tobacco Smoke Control** pre-requisite  
Prohibit smoking inside the building; prohibit smoking outside building except in designated smoking areas located at least 25 feet from entries, outdoor air intakes, and operable windows. Signage must be posted within 10 feet of all building entrances indicating the no-smoking policy.

**3. Enhanced Indoor Air Quality Strategies** 2 points  
Install permanent systems at 10' long in primary direction of travel to capture dirt and particulates entering the building. Sufficiently exhaust each space where hazardous gases or chemical may be present or used. Each ventilation system that supplies outdoor air to occupied spaces must have particles filters or air cleaning devices

**4. Low-Emitting Materials** 1 point  
Achieve the threshold level of compliance with emission and content standard per USBGC LEED V4 Reference Guide.

**5. Construction Indoor Air Quality Management Plan** 1 point  
Develop and implement an indoor air quality management plan for the construction and preoccupancy phase of the building per USBGC LEED V4 Reference Guide.

**6. Indoor Air Quality Assessment** 1 point  
Install new filtration media and perform a building flush out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot while maintaining an internal temperature of 60 F and not higher than 80 F and relative humidity no higher than 60%.

**7. Thermal Comfort** 1 point  
 Design ventilating and air-conditioning systems and building envelope to meet the requirements of ASHRAE Standard 55-2010.

**8. Interior Lighting** 1 point  
 For at least 90% of single occupant spaces, provide individual lighting controls that enable occupants to adjust the lighting to suit their tasks. Provide at least 3 levels on, off and mid-level and meet the shared multi-occupant spaces requirements established by USBGC LEED V4 Reference Guide.

**9. Daylight**  
 We will not be pursuing this credit

**10. Quality Views**  
 We will not be pursuing this credit

**11. Acoustic Performance** 1 point  
 For all occupied spaces, meet USBGC LEED V4 Reference Guide requirements as applicable, for HVAC background noise, sound isolation, reverberation time, and sound reinforcement and masking.

**5.9 INOVATION**

**1. Innovation** (proposed) 6 point  
 To provide public education focusing on green building strategies and solutions 1 point  
 Green Cleaning Policy and IPM (Integrated pest management program) Plan 2 points  
 Purchasing lamps to reduce toxic material source (mercury). 1 point  
 PBT source reduction-lead, cadmium and copper 1 point

**2. LEED Accredited Professional** 1 point

**5.10 REGIONAL PRIORITY**

**1. Regional Priority** 1 point  
 These credits have been identified by USGBC regional council and chapters as having additional regional importance for the project’s region.

- Sensitive land protection, 1 point Required Point Threshold: 1
- Open space, 1 point Required Point Threshold: 1
- Rainwater management , Up to 3 points Required Point Threshold: 2
- Light pollution reduction, 1 point Required Point Threshold: 1
- Outdoor water use reduction , Up to 2 points Required Point Threshold: 1

### 5.11 PROJECT CHECKLIST



## LEED v4 for BD+C: New Construction and Major Renovation Project Checklist

Project Name: City of Lauderhill, Fire Station #30  
Date: 6/7/2017

Y	?	N			
1			Credit	Integrative Process	1
<b>5</b>				<b>Location and Transportation</b>	<b>16</b>
			Credit	LEED for Neighborhood Development Location	
1			Credit	Sensitive Land Protection	1
			Credit	High Priority Site	2
			Credit	Surrounding Density and Diverse Uses	5
1			Credit	Access to Quality Transit	5
1			Credit	Bicycle Facilities	1
1			Credit	Reduced Parking Footprint	1
1			Credit	Green Vehicles	1
<b>7</b>	<b>1</b>			<b>Sustainable Sites</b>	<b>10</b>
Y			Prereq	Construction Activity Pollution Prevention	Required
1			Credit	Site Assessment	1
	1		Credit	Site Development - Protect or Restore Habitat	2
1			Credit	Open Space	1
3			Credit	Rainwater Management	3
2			Credit	Heat Island Reduction	2
1			Credit	Light Pollution Reduction	1
<b>4</b>				<b>Water Efficiency</b>	<b>11</b>
Y			Prereq	Outdoor Water Use Reduction	Required
Y			Prereq	Indoor Water Use Reduction	Required
Y			Prereq	Building-Level Water Metering	Required
2			Credit	Outdoor Water Use Reduction	2
1			Credit	Indoor Water Use Reduction	6
			Credit	Cooling Tower Water Use	2
1			Credit	Water Metering	1
<b>10</b>	<b>8</b>			<b>Energy and Atmosphere</b>	<b>33</b>
Y			Prereq	Fundamental Commissioning and Verification	Required
Y			Prereq	Minimum Energy Performance	Required
Y			Prereq	Building-Level Energy Metering	Required
Y			Prereq	Fundamental Refrigerant Management	Required

2	Credit	Enhanced Commissioning	6
8	Credit	Optimize Energy Performance	18
1	Credit	Advanced Energy Metering	1
	Credit	Demand Response	2
	Credit	Renewable Energy Production	3
1	Credit	Enhanced Refrigerant Management	1
2	Credit	Green Power and Carbon Offsets	2

<b>5</b>	<b>4</b>		<b>Materials and Resources</b>	<b>13</b>
Y		Prereq	Storage and Collection of Recyclables	Required
Y		Prereq	Construction and Demolition Waste Management Planning	Required
	1	Credit	Building Life-Cycle Impact Reduction	5
1	1	Credit	Building Product Disclosure and Optimization - Environmental Product Declarations	2
1	1	Credit	Building Product Disclosure and Optimization - Sourcing of Raw Materials	2
1	1	Credit	Building Product Disclosure and Optimization - Material Ingredients	2
2		Credit	Construction and Demolition Waste Management	2

<b>8</b>	<b>1</b>		<b>Indoor Environmental Quality</b>	<b>16</b>
Y		Prereq	Minimum Indoor Air Quality Performance	Required
Y		Prereq	Environmental Tobacco Smoke Control	Required
2		Credit	Enhanced Indoor Air Quality Strategies	2
2		Credit	Low-Emitting Materials	3
1		Credit	Construction Indoor Air Quality Management Plan	1
1		Credit	Indoor Air Quality Assessment	2
1		Credit	Thermal Comfort	1
1	1	Credit	Interior Lighting	2
		Credit	Daylight	3
		Credit	Quality Views	1
1		Credit	Acoustic Performance	1

<b>6</b>	<b>0</b>	<b>0</b>	<b>Innovation</b>	<b>6</b>
5		Credit	Innovation	5
1		Credit	LEED Accredited Professional	1

<b>4</b>	<b>0</b>	<b>0</b>	<b>Regional Priority</b>	<b>4</b>
1		Credit	Regional Credit Priority: Specific Sensitive Land Protection	1
1		Credit	Regional Credit Priority: Specific Open Space	1
1		Credit	Regional Credit Priority: Specific Rain water management	1
1		Credit	Regional Credit Priority: Specific Light Pollution or Outdoor use water reduction	1

<b>50</b>	<b>14</b>		<b>TOTALS</b>	<b>Possible Points: 110</b>
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Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110

## **SECTION 6 – MISCELANEOUS**

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## 6.1 Preliminary Code Analysis

### Applicable building codes

Florida Building Codes Building	2017
Florida Building Codes Mechanical	2017
Florida Building Codes Electrical	2017
Florida Building Codes Plumbing	2017
Florida Building Codes Accessibility	2017
Florida Electric Code	2017
NFPA 101 Life Safety (Florida)	2014
Local Amendments	City of Pembroke Pines

### Occupancy:

FBC 2014	NFPA 101
S-2	Storage (Low Hazard) Storage Chapter 42
B Business	Business Chapter 38

Non-separated occupancy per FBC 508.3.2 (NFPA 101 6.1.14.3)

Construction type II-B

<u>Table 504.3 and Table 504.4</u>		<u>Building information</u>	
Max # of stories	3	Stories	2
Max Height	55 Feet	Height	21'-8"
Max Area NS	23,000 SF	Area	8,539 SF

### Table 705.8 maximum area of exterior wall openings:

30'+ open space around entire building - unlimited unprotected openings

### FBC 2017 table 803.11 Interior wall and ceiling finish class requirements for fire, nonsprinklered building:

Interior Exit passageways: Class 'B' (Storage) Class 'A' (Business).

Corridors and enclosure for exit: Class 'B' (Storage and Business).

Rooms and enclosed spaces: Class 'C' (Storage and Business).

## 6.2 Geotechnical Report



# DYNATECH ENGINEERING CORP.

WWW.DYNATECHENGINEERING.COM

Miami, October 31, 2017

Ms. Cristi Marin  
 SYNALOVSKI ROMANIK SAYE  
 Architecture, Planners and Interior Design  
 1800 Eller Drive, Suite 500  
 Fort Lauderdale, FL 33316

Re: Fire / Rescue Training Facility @  
 1101 SW 208<sup>th</sup> Avenue  
 Pembroke Pines, FL

Dear Ms. Marin:

Pursuant to your request, DYNATECH ENGINEERING CORP. (D.E.C.) completed a Subsoil Investigation on October 31, 2017 at the above referenced project. The purpose of our investigation was to help determine subsoil conditions relative to foundation design of the proposed structures.

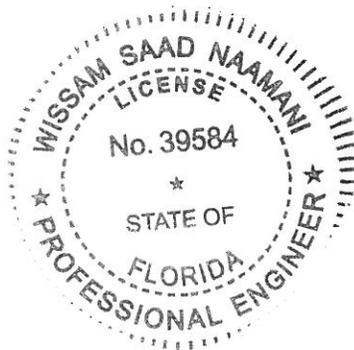
It is our opinion that the subsurface conditions in the explored areas are favorable for supporting the proposed structure on shallow, MAT or deep foundation system as provided in our recommendations. Enclosed find copies of our field testing, findings and recommendations.

This report was provided to you as a preliminary aid in the evaluation of the site and to assist in the designing of the project and must be read in its entirety. D.E.C. was not provided any structural design parameters during the development of this report. Therefore, it is requested that upon preliminary or final structural designs and specifications, D.E.C. be provided the opportunity to review to the final design. Review of the final design drawings and specifications will be noted in writing by the geotechnical engineer to reflect the applicability of this report. With various available proprietary ground modification techniques, value engineering shall be considered once final designs are provided.

It has been a pleasure serving you at this phase of your project and look forward to work with you in the near future.

Sincerely yours,

Wissam Naamani, P.E.  
 DYNATECH ENGINEERING CORP.  
 Florida Reg. No. 39584  
 Special Inspector No. 757  
 Certificate of Authorization No.: CA 5491  
 WN/sk



**REPORT OF SUBSOIL INVESTIGATION**

FOR

Fire / Rescue Training Facility @  
1101 SW 208<sup>th</sup> Avenue  
Pembroke Pines, FL

Prepared For:

SYNALOVSKI ROMANIK SAYE  
Architecture, Planners and Interior Design  
1800 Eller Drive, Suite 500  
Fort Lauderdale, FL 33316

Prepared By:

DYNATECH ENGINEERING CORP.  
750 West 84<sup>th</sup> Street  
Hialeah, FL 33014  
(305) 828-7499

Miami, October 31, 2017

## TABLE OF CONTENT

<u>TITLE</u>	<u>PAGE</u>
- Cover Sheet .....	1
- Table of Contents .....	3
- Introduction .....	4
- Project Consideration .....	6
- Surface Condition of Site .....	7
- Subsurface Condition of Site .....	7
- Discussion and Recommendations .....	8
- Site Geotechnical Suitability .....	8
- Clearing, Grubbing, and Stripping .....	8
- Foundation Recommendations .....	9
- Alternative I: Shallow or Mat Foundation System.	9
- Settlement Analysis of shallow or Mat Foundation System.	12
- Building Pad Fill .....	13
- Retaining Walls and Excavation.....	13
- Alternative II: Deep Foundation System Piles..	14
- Settlement Potential of Augered Cast-in Place piles .....	17
- Ground Floor Slabs .....	18
- Truck Wells .....	19
- Groundwater .....	20
- Roadways and Parking Areas .....	20
- Summary and Limitations .....	23

## INTRODUCTION

Pursuant to the written request of Ms. Cristi Marin of SYNALOVSKI ROMANIK SAYE., DYNATECH ENGINEERING CORP. completed a foundation investigation for the proposed development on October 31, 2017. The site of the planned construction is located at 1101 SW 208<sup>th</sup> Avenue, Pembroke Pines, FL. The foundation investigation had a three fold purpose:

(1) Explore the subsurface of the site to determine the nature, sequencing and condition of the in-place materials. (2) Evaluate the Geotechnical engineering impact of the in-place materials on the planned construction, and (3) Provide recommendations for foundation design and related construction. Enclosed find copies of our field boring logs and site plan.

The scope of our investigation consisted of the following:

- Conduct a total of (3) Standard Penetration Test Borings (SPT) at the locations requested by the client, to a depth of 30 feet below existing land surface.
- Preparation of this report to document our findings and recommendations.

Information regarding the proposed structure was provided to us by Ms. Cristi Marin.

Structural information or land surveys and elevations was not provided to us as of the completion date of this report.

We estimate that the actual boring locations were within 10 feet of the locations shown on the attached plans. If boring locations need to be more accurate; a registered land surveyor must be retained to mark exact locations and elevations. Existing and proposed land elevations were not provided to us as of the completion date of this report. Existing and final grades MUST be verified by a Florida Land Surveyor prior to bidding. The boring data reflects conditions at the specific test location only, and at the time the borings were drilled. All elevation must be adjusted once an elevation survey is completed.

Our drillers examined the soil recovered from the SPT sampler and maintained a log for each boring. The soil samples were taken to our laboratory where they were visually classified by our engineer. The soil classifications and other pertinent data from our explorations are reported on the boring logs in the appendix.

### PROJECT CONSIDERATION

It is our understanding that the planned construction will consist of a fire / rescue training facility. Construction plans or drawings are not yet available for our review. However; based on our experience with similar projects, the following are estimates of anticipated loads. These loads and our recommendations will need to be adjusted upon final design of the project if loading conditions are significantly different from the following:

- Deep Foundations : 35 Tons/Pile (see table 1)
- Shallow Foundations : 4000 PSF
- Estimated Total Settlement : Not to exceed 1”
- Estimated Differential Settlement : Not to exceed ½”
- Soil Compaction : 95% of Modified Proctor
- Slabs : Slabs on grade or structural slabs  
(Based on foundation system used)
- Below Grade Basement Excavation : None  
(In the event a basement is designed; our  
recommendations must be adjusted).

It is further our understanding that interior roadways will be provided and must meet Broward County Transportation Department for grading and drainage. Interior roadways will consist of parking and driving areas as well as delivery and truck wells.

**If the above project considerations change; we must be notified so that we can evaluate the potential impact the change may have on our design, and adjust our recommendations accordingly.**

### SURFACE CONDITION OF SITE

Topography throughout the parcel varies considerably. Ground surface elevation was NOT reported to us at this time. Access to the site was only provided to the areas of the soil borings only. All contractors MUST familiarize themselves with site conditions prior to bidding.

### SUBSURFACE CONDITIONS OF SITE

A total of (3) Standard Penetration Soil Boring tests were performed at the locations indicated by the attached sketch, to explore the subsurface conditions. The borings were arranged as shown on the attached site plan. The borings were performed according to ASTM D-1586 down to an average depth of 20' B.E.L.S. Drilling was performed using rotary hollow stem augers techniques. Split spoon sampling was typically performed continually the top 8 to 10 feet and at 5 feet intervals thereafter. Based on our field boring logs; the following graph was developed as a general condition for the subject site from existing ground level: **(Subsoil conditions are non-homogenous; refer to field boring logs for exact soil conditions at various locations). Average depths are approximate and will vary on site. Sandy muck was encountered to an average depth of 7' in B-2 and MUST be addressed during site clearing.**

<u>Average Depth</u>		<u>Soil Description</u>
<u>From</u>	<u>To</u>	
0'-0"	0'-8"	Topsoil
0'-8"	3'-0"	Light tan medium sand w/rock fragments
4'-0"	4'-6"	Brown silt
4'-6"	5'-6"	Brown silt w/rock fragments
5'-6"	20'-0"	White sandy limerock

## DISCUSSIONS AND RECOMMENDATIONS

### SITE GEOTECHNICAL SUITABILITY

Results of the foundation investigation confirm that the site is generally suitable from a Geotechnical engineering perspective for shallow, mat and/or pile foundation system of the planned construction. The site conditions are not expected to impose significant constraints or limitations on the construction of the proposed facilities. The proposed structures may be supported on shallow, mat or pile foundations, pursuant to our soil recommendations. A mat foundation may be supplemented by piles where necessary to counteract uplift forces. Detailed recommendations for site preparation, foundation design and related construction are presented in the following sections of this report.

### CLEARING, GRUBBING, AND STRIPPING

Strip the entire building parking and paving construction areas plus 5 feet outside perimeter of all topsoil, muck, vegetation, tree stumps, construction debris, underground structures, trees and water retention areas wherever encountered down to clean granular material. Any former underground structures utilities, major root systems and drainage trenches, etc... must be removed in its entirety from beneath the proposed construction area.

All excavations must be backfilled where necessary and compacted as indicated in our foundation recommendation section prior to construction. **Site contractors must familiarize themselves with site conditions prior to bidding.** Site elevations and final grades were not provided to us and must be verified prior to bidding.

An arborist must be consulted prior to any land clearing to verify compliance with local codes.

## FOUNDATION RECOMMENDATIONS

### I- Alternative I: Shallow OR Mat Foundation System:

Based on our soil boring logs; it is evident that the site is mantled by tan medium sand w/rock fragments down to an average depth of 3'-4' below land surface. **This material is followed by brown sandy muck / silt, dark brown medium sand w/rock fragments and organic stain down to average depth of 5' to 7' below existing land surface.** This material is underlain by sand and rock formations down to approximately 20' below existing land surfaces. It is our understanding that no below grade basement structure will be excavated to accommodate the proposed building.

Based on our understanding of the proposed structure and our field boring logs; the following are our recommendations for foundation design:

- A- Excavate the entire building, construction areas plus 5 feet outside perimeter of all topsoil, grass, muck, black sand w/organics, silt and silty sand pavements, and tree stumps and construction debris down to clean granular material wherever encountered an average depth of 5' to 7' below land surface (see field boring logs). Any underground structures, former pools, septic tanks, utilities, root systems and drainages trenches, etc...must be removed in their entirety from beneath the proposed construction area.
- B- Compact all construction areas with a heavy self propelled roller to a minimum of 95% of ASTM D-1557 but not less than 10 passes in each direction. Localized areas of loose materials, if present, will become evident during site clearing, grubbing and proof rolling, and must be removed prior to filling operations. Backfill building areas to required elevation if needed using clean granular limerock material placed in lifts not to exceed 12" in thickness and compact as indicated in items B.
- C- **Excavate footings areas only to proper depth and recompact as indicated above.**
- D- Care should be taken not to use vibration in case of existing structures in the vicinity of the construction area. If vibration cannot be used for compaction, static compaction may be applied. However, in this case, the compacted layer should not exceed 6 inches in thickness.

- E- All construction fill material above the water table shall consist of clean granular homogenous soil, free of organics or other deleterious material, and shall contain no more than 12 percent fines passing a U.S. standard No. 200 sieve and have a Unified Soil Classification System (USCS) designation of GP, GW, GP-GM, GW-GM, SP, or SW. No particle size greater than 3 inches shall be in the top 12 inches of the building pad.  
Fill material below the water table shall consist of washed free draining gravel to about 12" above the water table. (ie: FDOT #57 stone or equivalent) unless dewatering is employed. When dewatering is employed, fill material shall consist of clean, granular homogenous soil, free of organics or other deleterious material, shall contain no more than 5% fines passing a US standard # 200 sieve.
- F- Verify all compaction efforts by taking an adequate number of field density tests in each layer of compacted material and in each footing pad.
- G- Representative samples of the on-site and proposed fill material shall be collected and tested to determine the classification and compaction characteristics.
- H- All Geotechnical work must be performed under the supervision of our geotechnical engineer or his representative to verify compliance with the intent of our specifications and the Florida Building Code.
- I- In case of existing structures, existing footings new foundations and proposed drainage lines, provisions shall be made by the structural engineer, the civil engineer, and site contractor to protect all footings from future erosion, undermining and exposure. The geotechnical engineer shall be notified of these conditions to evaluate the applicability of his recommendations.

The above foundation recommendations being achieved and verified, it is our opinion that the proposed structures be designed for a shallow or MAT foundation system with a net static permissible soil bearing pressure not to exceed 4,000 P.S.F. Design computations for thickness should utilize a modulus of subgrade reaction of 350 pci. Friction angle  $\Theta$  of  $30^\circ$  and moist unit weight of 130 pcf. All footings bottom shall be based at a minimum depth of not less than 24 inches below the lowest adjacent grade.

The allowable bearing pressure reflects a net increase in pressure over and above that due to the soil overburden, the weight of foundation concrete or soil backfill may be neglected in the sizing computations.

All wind loads shall be in compliance with the Florida Building Code FBC.

Wind forces which act on the structure may be resisted by earth pressure mobilized on the vertical foundations faces (normal to the direction of applied load) and base shearing forces acting on the foundation bottoms. The paragraph presented here after may be used for the lateral force design.

<u>Component of Resistance</u>	<u>Recommended Value</u>
Earth Pressure (moist soil above water table)	130 PSF per foot depth
Friction Factor (concrete on fine to medium sand)	0.4

Resistance values determined from the above should be considered available rather than allowable. Therefore, the design for sliding should include a factor-of safety, and we recommend that this be 1.5 or somewhat higher.

Settlement Analysis of Shallow, Matt and Foundations:

Detailed settlement analysis of the building is a function of the loading, building materials and soil conditions. We have compared the field test data obtained in this exploration with our experience with structures similar to those proposed for this project and published empirical relationships between the field data and the compressibility characteristics of the soils and rocks. The estimated magnitude of these post construction settlements is less than ½ inch differential and less than 1 inch total settlements. The most heavily loaded column footings in the building are expected to sustain total settlements in the range of one inch and a differential settlement of one-half inch. Due to the granular nature of the subsurface bearing materials, the foundation settlements should occur as the loads are applied during construction and for a short period following substantial completion. Additional settlements could occur after structural completion as interior finishes are applied.

Provisions shall be made by the architect, engineer of record and contractor to address vibration / dynamic loading; differential settlements when tying in new to existing structures. Mixing of different foundations shall not be used unless provided with expansion joints to address differential settlements and vibration transfer.

Also note that as a common engineering practice for existing and new construction; outside ground surfaces must be sloped away from the structure as to avoid water accumulation and ponding. Rain gutters shall be installed and all rain water shall be discharged over splash guards a minimum of 5 feet away from building foundations. Verify all water, sewer, plumbing, sprinkler and drainage lines are properly functioning with no leaks in the vicinity of the foundations.

Dynatech Engineering Corp. (DEC) must be provided the opportunity to inspect the final construction for the above conditions. It is further recommended that prospective buyers be advised of these issues through their sales contract so as not to cause damage to their structures.

### BUILDING PAD FILL

All subgrade areas receiving additional building pad fill should be moisture-conditioned and compacted to not less than 95 percent of the ASTM D-1557 maximum dry density. Fill for the building pad should be composed of clean well draining granular material with not more than 5 percent passing the U.S. Standard Number 200 sieve (classified as SW/GW). No particle size shall exceed 3 inches.

### RETAINING WALL AND EXCAVATIONS:

In the event that the buildings are provided with below grade walls, the walls of these features should be designed to withstand lateral earth, hydrostatic and surcharge pressures. The pressure intensity to be used in the design will be dependent upon the wall deflection characteristics. Flexible walls (i.e., those able to deflect 0.1 percent or more of their height). Rigid walls (i.e., those that are unable to deflect).

The following soil parameters shall be used for retaining wall designs:

- Soil unit weight moist: 130 pcf. Submerged: 70 pcf.
- Angle of internal friction: 30°
- Earth pressure coefficient  $K_a$ : 0.33  $K_p$ : 3.0
- Angle of wall friction: 30° for steel, 20° for concrete or brick walls, 15° uncoated steel.

In addition the footings of such walls shall be proportioned for a permissible soil bearing pressure of 4000 psf.

Excavations shall not extend within 1 foot of the angle of repose, next to existing footings or structures, unless shoring and under pinning is provided. All trenching and shorings work shall be in compliance with the Florida Building, OSHA the Trench Safety. All excavation/ shorings shall be designed and inspected by a Florida licensed professional engineer. Vibration levels shall be monitored to verify compliance with local and state regulations during construction. Excavation contractors must make provisions for hard excavation conditions.

II- Alternative II: Deep Foundation System Piles:

Based on our understanding of the proposed structures and our field boring logs, deep pile foundation systems is an alternative to support the proposed buildings without detrimental settlement to the structure or adjoining structures. It is our understanding that no below grade basement construction is proposed.

The augered cast-in-place pile system appears to be the most appropriate for this project considering the encountered subsurface conditions, their relatively low cost when compared to other types of deep foundation systems, and the relatively low level of noise and disturbance to others that need to be maintained during the construction activities for this project.

TABLE 1

ALLOWABLE CAPACITIES FOR THE AUGERED CAST-IN PLACE PILE SYSTEM					
Pile Diameter (inches)	Allowable Compression Capacity (Tons)	Allowable Tension Capacity (Tons)	*** Allowable Lateral Capacity (Tons)	*Approximate Pile Length B.E.L.S. (ft.)	** Grout Strength KSI
14"	35	17	2	18'	5

\* B.E.L.S.: Below Existing Land Surface.

\*\* Minimum Grout Strength in 28 days.

\*\*\* Lateral capacities based on fixed head conditions.

For computer structural modeling of the building foundation system initial vertical spring constants of 500 Kpi for compression and 250 Kpi for tension may be used. The vertical spring constant values is the work pile load divided by estimated pile settlement and is based on our experience and review of available pile load tests data and settlement estimates in similar subsurface conditions and shall be refined as the structural model is developed.

In case of existing structures in the vicinity of the pile driving operation, care shall be taken not to create excessive vibration. Vibration levels shall be monitored to verify compliance with county regulations. Steps must be taken by the contractor to prevent excessive vibrations in the event excessive vibrations are experienced during construction, alternative driving methods shall be implemented (ie: predrilling, jetting, hydraulic push, etc...).

A pre construction survey should be performed before the start of construction to document existing conditions of the surrounding structures and roadways, to provide a baseline for future reference.

The estimated pile tip elevation for the above piles will be 18 feet **below existing ground elevation as indicated in Table 1**. Depending on future surface elevations and proposed grades, piles length MUST be adjusted accordingly.

Estimated lateral load capacities are based on a top deflection of 0.25" and fixed head condition. Lateral load capacities may be increased using battered piles. Batter angles can be used for the pile installation of up to 2" per foot. However care shall be taken not to overlap adjacent piles.

Pile length may vary based upon proposed grade beam elevations and surface and soil profile. All work shall be performed in compliance with the current FBC pile capacity to be verified by a pile load test; the monitoring of which must be under the supervision of our Geotechnical engineer if it is to exceed 35 tons. Strain gauges should be installed at selected depths within the test pile to measure the load distribution within the pile shaft.

The minimum center to center spacing between piles shall not be less than twice the average pile diameters but in no case less than 36" to avoid load capacity reduction caused by group effect. Piles shall be driven with a variation of not more than 1/4" per foot from the vertical, and within 3" of the specified plan location.

Large grout volumes, possibly twice (or more) of the theoretical pile volume, must be expected for proper auger cast pile installation due to subsoil conditions. More so were former underground structures have been demolished, former piles removed causing additional underground cavities.

All piles and steel reinforcement shall be designed by the structural engineer of record as required by the F.B.C. If the pile is not reinforced over the entire length, we recommend a minimum of a single #7 bar be placed the full length of the pile to verify pile continuity. Provisions shall be made by the Architect, Engineer of records and contractor when tying in new to existing construction.

SETTLEMENT POTENTIAL OF AUGERED CAST-IN PLACE PILES

Detailed settlement analysis was beyond the scope of this report, since they would require detailed structural loading conditions. However, we have compared the field test data obtained in this exploration with our experience with structures similar to those proposed for this project and published empirical relationships between the field data and the compressibility characteristics of the soils and rocks.

The estimated magnitude of these settlements in this preliminary settlement analysis may be summarized as follows:

<b>Summary of Estimated Settlements</b>	
Total	Differential
In the range of 1"	In the range of ½"

The magnitude of these settlements were estimated considering our recommended pile tip elevations, the subsurface conditions encountered, our recommended allowable pile capacities, and the magnitude of the anticipated maximum concentrated structural loads to be present at the structure.

Due to the granular nature of the subsurface materials, the foundation settlements should occur as the loads are applied during construction and for a short period following substantial completion. Additional settlements could occur after structural completion as interior finishes are applied.

Any underground structures such as grease traps; septic systems, etc... must be supported on pile foundations, unless the deleterious material (ie: silt, muck, peat, etc.) is excavated in it's entirely and replaced with compacted washed gravel such as ballast rock or # 57 stone.

The structure and construction schedules should be planned to accommodate the anticipated settlements. Underground utilities connection to the structure should be differed until building construction is near completion.

If desired, DYNATECH ENGINEERING CORP. would be pleased to prepare a set of written specifications to help achieve a high quality augered cast-in place pile foundation system.

### GROUND FLOOR SLABS

The floor slabs shall be designed as slabs on grade or structural slabs by the structural engineer based on the foundation system chosen.

To minimize adverse impacts of the settlements of the building pile caps, delayed ground floor slab placement should be considered to reduce settlement related cracking. We recommend that structural ground floor slabs construction be delayed until the building has been substantially completed.

### TRUCK WELLS (Optional)

Due to the proximity of the water table to the existing ground level and depending on the final design elevation of the Truck Wells; dewatering of the construction excavation will be needed. Additional investigation and testing might be required when final design is completed to provide adequate foundation and construction recommendations for Truck Wells if needed.

The Truck Wells must be supported on deep piles or modified soils based on the structural engineer designs. Any disturbed material shall be compacted as stated in the building pad fill section. Excavated material is acceptable as fill material only when approved by our field engineer. We further recommend that the Truck Wells be designed to withstand hydrostatic uplift pressure.

## GROUNDWATER

Groundwater was measured immediately at the completion of each boring and was found at an average depth of 2'-6" below existing ground surface at the time of drilling. Existing ground surface elevation was not provided to us at the time of drilling. Design engineers must verify existing ground elevations as well as FEMA Flood and County highest and lowest groundwater elevation for their design. Fluctuation in water level is anticipated due to seasonal variations and run off as well as varying ground elevations, construction dewatering and pumping activities in the area and global warming. Site contractor must familiarize himself with site conditions in the event groundwater controls and dewatering is needed during construction. Surface flooding may result under hurricane conditions and should be taken into consideration in the design of the project. The contractor shall monitor and make sure that groundwater levels on adjacent properties are not adversely impacted due to the contractors dewatering activities. Specialty groundwater and water proofing contractors shall be consulted for all work below the groundwater level. All dewatering effluent discharge must meet local, State and Federal requirements.

## ROADWAYS AND PARKING AREAS

For parking and driving areas that are not supported on piles, pavement recommendations shall consist of either flexible or rigid pavement design, based on the design traffic volumes, types and use. Based on our experience in the area, the following typical pavement section thickness are acceptable:

Type of Pavement	Type of acceptable material	Layer thickness(inches)		Minimum limerock bearing ratio test
		Light duty	Heavy duty	
Flexible Pavement	Asphaltic concrete	1.0	2.0	N/A
	Crushed limerock base course	6.0	8.0	100
	Stabilized subgrade	12.0	12.0	40
Rigid Pavement	Portland concrete	6.0	8.0	N/A
	Crushed limerock base course	N/A	8.0	100
	Stabilize subgrade	12.0	12.0	40

The wearing course shall consist of either asphaltic concrete or Portland concrete as indicated above.

The base course shall consist of crushed limerock having a minimum carbonates content of 70%, liquid limit shall not exceed 35; the material shall be non-plastic, with an L.B.R. value of 100 or greater. The material shall be well graded with 97% (by weight) of the material passing the 3 inch sieve and less than 5% passing the No. 200 sieve. The base course shall be placed in lifts not to exceed 6" in thickness.

The subgrade should be stabilized to a minimum depth of 12 inches below the base course. The stabilized subgrade material shall be clean granular soil, free of organic or other deleterious materials, and shall contain no more than 5 percent fines passing a U.S. standard No. 200 sieve. (classified as GW/SW). The L.B.R. value shall be 40 or greater.

Both the base course and the stabilized subgrade shall be compacted to a minimum of 98% of ASHTO.180.C.

Pavement site work preparation shall be in compliance with the recommendations outlined in our Geotechnical report.

Due to the lack of information pertaining to the site traffic, the pavement recommendations are based on assumed traffic volumes. These volumes include automobiles and an occasional some truck and trailer on the access roads.

Actual pavement section thickness should be provided by the Design Civil Engineer based on traffic loads, volume, and the owner's design life requirements. The above sections represent minimum thickness representative of typical local construction practices and, as such, periodic maintenance should be anticipated. All pavement materials and construction procedures should conform to FDOT, American Concrete Institute (ACI), or appropriate city/county requirements.

### SUMMARY & LIMITATIONS

This report was prepared in compliance with the 2014 Florida Building Code, 5<sup>th</sup> edition. Site elevations were not provided to us for the test locations. Depths reported on the field boring logs represent the depth below existing ground surface as they existed on the date of drilling. In the event of subsequent filling, excavations or site work, the reported depths must be adjusted to represent proper depths.

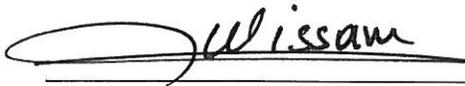
The boring log (s) attached present (s) a detailed description of the soils encountered at test location (s). The soil stratification shown on the boring log (s) is based on the examination of the recovered soil samples and interpretation of the driller's field log (s). It indicates only the approximate boundaries between soil types. The actual transitions between adjacent soil types may be gradual. Regardless of the thoroughness of a geotechnical exploration there is always the possibility that conditions may be different from those of the test locations; therefore, DYNATECH ENGINEERING CORP. does not guarantee any subsoil conditions between the bore test holes. In accepting and using this report the client understands and accepts that all data from the borings are strictly for foundation analysis only and are not to be used for excavation or back filling estimates and pricing. Owner and site contractor must familiarize themselves with site conditions prior to bidding. Client recognizes that actual conditions in areas not tested by DEC may differ from those anticipated in DEC's report. Client understands and accepts that this can significantly increase the cost of construction for its future projects. Client agrees that DEC shall not be responsible or liable for any variations in the actual conditions of areas not tested by DEC. For Environmental due diligence; a Phase I and/or Phase II Environmental Site Assessments is recommended. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval. The scope of services performed in the execution of this investigation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user. Said user must contact DEC in writing to verify applicability of this report for their use. All work must be conducted under the supervision of our geotechnical engineer. The discovery of any site or subsurface conditions during construction which deviate from the information obtained from our subsoil investigation is always likely and should be reported to us for our evaluation. All work shall be conducted in compliance with the Florida Building Code FBC and OSHA workers protection rules and all applicable Federal, State, County and City rules and regulations.

All work must be conducted under the supervision of our geotechnical engineer. The discovery of any site or subsurface conditions during construction which deviate from the information obtained from our subsoil investigation is always likely and should be reported to us for our evaluation.

All work shall be conducted in compliance with the Florida Building Code FBC and OSHA workers protection rules and all applicable Federal, State, County and City rules and regulations.

It has been a pleasure working with you and look forward to do so in the near future.

Sincerely yours,



Wissam Naamani, P. E.  
DYNATECH ENGINEERING CORP.  
Florida Reg. No. 39584  
Special Inspector No. 757  
Certificate of Authorization No. CA 5491  
WN/sk



# APPENDIX

# DRILLING APPENDIX

# TEST BORING REPORT

# DYNATECH

# ENGINEERING CORP.

## TEST BORING FIELD LOG

CLIENT : SYNALOVSKI ROMANIK SAYE  
 PROJECT : Fire / Rescue Training Facility @  
 ADDRESS : 1101 SW 208<sup>th</sup> Avenue, Pembroke Pines, FL.  
 LOCATION : See attached sketch

DATE: October 31, 2017  
 HOLE NO.: B-1  
 DRILLER: A. S.

DESCRIPTION OF MATERIALS		Depth	HAMMER BLOWS ON SAMPLER		"N"
		2	Hand		H
0'-0" to 0'-6"	TOPSOIL AND GRASS	4	6 3	4 2	7
0'-6" to 3'-0"	LIGHT TAN MEDIUM SAND W/ROCK FRAGMENTS	6	1 3	1 11	4
3'-0" to 3'-6"	BROWN SANDY SILT W/ROCK FRAGMENTS	8	123 150	140 153	290
3'-6" to 4'-0"	BROWN SILTY SAND	10	160 130	180 120	310
4'-0" to 5'-0"	BROWN SILT	12	111 85	98 80	183
5'-0" to 5'-6"	TAN SANDY LIMEROCK W/SILT POCKETS	14	A		A
5'-6" to 15'-0"	WHITE SANDY LIMEROCK	16	A		A
15'-0" to 20'-0"	WHITE VERY SANDY LIMEROCK	18	A		A
		20	15 12	15 16	27
		22			
		24			
		26			
		28			
		30			
		32			
		34			
		36			
		38			

**Water Level: 2'-6" Below Existing Land Surface at time of drilling** As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statement conclusions or extracts from or regarding our reports is reserved pending on our written approval. H.A.: HAND AUGER; A: HOLLOW STEM AUGER; R: REFUSAL

# DYNATECH

# ENGINEERING CORP.

## TEST BORING FIELD LOG

**CLIENT** : SYNALOVSKI ROMANIK SAYE  
**PROJECT** : Fire / Rescue Training Facility @  
**ADDRESS** : 1101 SW 208<sup>th</sup> Avenue, Pembroke Pines, FL.  
**LOCATION** : See attached sketch

**DATE:** October 31, 2017  
**HOLE NO.:** B-2  
**DRILLER:** A. S.

DESCRIPTION OF MATERIALS		Depth	HAMMER BLOWS ON SAMPLER		"N"
		2	Hand		H
0'-0" to 1'-0"	MUCK AND GRASS	4	18 20	21 11	41
1'-0" to 4'-0"	LIGHT TAN MEDIUM SAND W/ROCK FRAGMENTS	6	1 1	1 1	2
4'-0" to 6'-6"	BROWN SANDY MUCK	8	1 10	20 118	130
6'-6" to 7'-0"	DARK BROWN MEDIUM SAND W/ROCK FRAGMENTS W/ORGANIC STAIN	10	140 100	138 111	238
7'-0" to 8'-0"	TAN SANDY LIMEROCK	12	98 100	80 93	180
8'-0" to 18'-0"	WHITE SANDY LIMEROCK	14	A		A
18'-0" to 20'-0"	WHITE VERY SANDY LIMEROCK	16	A		A
		18	A		A
		20	14 16	15 15	31
		22			
		24			
		26			
		28			
		30			
		32			
		34			
		36			
		38			

**Water Level: 2'-6"** Below Existing Land Surface at time of drilling As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statement conclusions or extracts from or regarding our reports is reserved pending on our written approval. H.A.: HAND AUGER; A: HOLLOW STEM AUGER; R: REFUSAL

# DYNATECH

# ENGINEERING CORP.

## TEST BORING FIELD LOG

CLIENT : SYNALOVSKI ROMANIK SAYE  
 PROJECT : Fire / Rescue Training Facility @  
 ADDRESS : 1101 SW 208<sup>th</sup> Avenue, Pembroke Pines, FL.  
 LOCATION : See attached sketch

DATE: October 31, 2017  
 HOLE NO.: B-3  
 DRILLER: A. S.

DESCRIPTION OF MATERIALS		Depth	HAMMER BLOWS ON SAMPLER		"N"
		2	Hand		H
0'-0" to 0'-8"	TOPSOIL AND GRASS	4	2 1	1 1	2
0'-8" to 3'-0"	LIGHT TAN MEDIUM SAND W/ROCK FRAGMENTS	6	1 36	6 55	42
3'-0" to 4'-6"	BROWN SILT	8	65 111	98 180	209
4'-6" to 5'-0"	BROWN SILT W/ROCK FRAGMENTS W/ROCK FRAGMENTS	10	153 110	150 111	260
5'-0" to 6'-0"	TAN SANDY LIMEROCK	12	100 66	85 40	151
6'-0" to 6'-6"	TAN SANDY LIMEROCK	14	A		A
6'-6" to 20'-0"	WHITE SANDY LIMEROCK	16	A		A
		18	A		A
		20			
		22			
		24			
		26			
		28			
		30			
		32			
		34			
		36			
		38			

**Water Level: 2'-6" Below Existing Land Surface at time of drilling** As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statement conclusions or extracts from or regarding our reports is reserved pending on our written approval. H.A.: HAND AUGER; A: HOLLOW STEM AUGER; R: REFUSAL

SITE PLAN

ⓑ# : Boring Test Location

N



## DYNATECH ENGINEERING CORP.

Client: Synalovski Romanik Saye

Scale: N.T.S.

Project: 1101 Southwest 208<sup>th</sup> Avenue, Pembroke Pines, FL

Date: October 31, 2017

## GENERAL NOTES

Soil borings on unmarked vacant property should be considered preliminary with further boring(s) to be drilled after building pad(s) are staked out.

Soil borings on existing structures that are to be demolished should be considered preliminary and additional borings would need to be performed after the structure(s) has been demolished and proposed new building staked out.

As a mutual protection to clients, the public and ourselves, all reports are submitted as confidential property of clients, and authorization for publication of statements, conclusions, extracts from or regarding our reports is reserved pending our written approval.

## KEY CLASSIFICATION & SYMBOLS

<u>Correlation of Penetration Resistance With Relative Density and Consistency</u>				<u>Particle Size</u>
	<u>Cone Penetration Tests (Kg/cm<sup>3</sup>)</u>	<u>Standard Penetration (Blows/ft.)</u>	<u>Relative Density</u>	
Sands	0-16	0-4	Very Loose	Boulders > 12 in.
	17-40	5-10	Loose	Cobble 3 in. to 1 in.
	41-80	11-20	Firm	Gravel 4.76 mm to 3in.
	81-120	21-30	Very Firm	Sand 0.07 mm to 4.67 mm.
	Over 120	31-50	Dense	Silt 0.005 mm. to 0.074 mm
Silts & Clay	0-3	0-2	Very Loose	Clay < 0.005 mm
	4-9	3-4	Soft	
	10-17	5-8	Firm	
	18-31	9-15	Stiff	
	32-60	16-30	Very Stiff	
	Over 60	31-50	Hard	
			<u>Modifiers</u>	
			5% - 10 % Slightly Silty or Clayey	
			10% - 30% Silty or Clayey	
			30% - 50% Very Silty or Very Clayey	
			0% - 5% Slightly Trace	
			6% - 10% Trace	
			11% - 20% Little	
			21% - 35% Some	
			> 35% And	

### Rock Hardness Description

Soft	Rock core crumbles when handled
Medium	Can break with your hands.
Moderate Hard	Thin edges or rock core can be broken with fingers
Hard	Thin edges or rock core cannot be broken with fingers
Very Hard	Rock core rings when struck with hammer (cherts)



# DYNATECH ENGINEERING CORP.

[WWW.DYNATECHENGINEERING.COM](http://WWW.DYNATECHENGINEERING.COM)

Miami, November 2, 2017

Ms. Cristi Marin  
SYNALOVSKI ROMANIK SAYE  
Architecture, Planners and Interior Design  
1800 Eller Drive, Suite 500  
Fort Lauderdale, FL 33316

Re: Fire / Rescue Training Facility @  
1101 SW 208<sup>th</sup> Avenue  
Pembroke Pines, FL

Dear Ms. Marin:

Pursuant to your request, DYNATECH ENGINEERING CORP. (DEC) completed Percolation Tests on November 2, 2017 at the above referenced project. The purpose of our investigation was to help determine the hydraulic conductivity for storm drainage design.

The above hydraulic conductivity represents an ultimate value. The designer should decide on the required safety factor. This value is based on the existing soils at the location of the test. In the event the test location is changed or the soil removed and replaced; the test results will need to be re-evaluated.

Groundwater was measured immediately at the completion of each boring and was found at an average depth of approximately 2'-6" below existing ground surface at the time of drilling. Existing ground surface elevation was not provided to us at the time of drilling. Design engineers must verify existing ground elevations as well as FEMA Flood and County highest and lowest groundwater elevation for their design. Fluctuation in water level **is anticipated** due to seasonal variations and run off as well as varying ground elevations, construction dewatering and pumping activities in the area and global warming. Site contractor must familiarize himself with site conditions in the event groundwater controls and dewatering is needed during construction. Surface flooding may result under hurricane conditions and should be taken into consideration in the design of the project. The contractor shall monitor and make sure that groundwater levels on adjacent properties are not adversely impacted due to the contractors dewatering activities. Specialty groundwater and water proofing contractors shall be consulted for all work below the groundwater level.

In case of existing structures, existing footings, new foundations and proposed drainage lines, provisions shall be made by the structural engineer, the civil engineer, and site contractor to protect all footings from future erosion, undermining and exposure. The geotechnical engineer shall be notified of these conditions to evaluate the applicability of his recommendations. The drainage system installation depth and dimension must be verified in the field during construction.



Re: 1101 SW 208<sup>th</sup> Avenue, Pembroke Pines, FL

This report was prepared in compliance with the 2014 Florida Building Code, 5<sup>th</sup> edition. Site elevations were not provided to us for the test locations. Depths reported on the field boring logs represent the depth below existing ground surface as they existed on the date of drilling. In the event of subsequent filling, excavations or site work, the reported depths must be adjusted to represent proper depths.

The boring log (s) attached present (s) a detailed description of the soils encountered at test location (s). The soil stratification shown on the boring log (s) is based on the examination of the recovered soil samples and interpretation of the driller's field log (s). It indicates only the approximate boundaries between soil types. The actual transitions between adjacent soil types may be gradual. Regardless of the thoroughness of a geotechnical exploration there is always the possibility that conditions may be different from those of the test locations, the nature and extent of such variations may not become evident until, during or after construction; therefore; therefore, DYNATECH ENGINEERING CORP. does not guarantee any subsoil conditions between the bore test holes. In accepting and using this report the client understands and accepts that all data from the borings are strictly for foundation analysis only and are not to be used for excavation or back filling estimates and pricing. Owner and site contractor must familiarize themselves with site conditions prior to bidding. Client recognizes that actual conditions in areas not tested by DEC may differ from those anticipated in DEC's report. Client understands and accepts that this can significantly increase the cost of construction for its future projects. Client agrees that DEC shall not be responsible or liable for any variations in the actual conditions of areas not tested by DEC. This report is not a Phase I and/or Phase II Environmental Site Assessments. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval. The scope of services performed in the execution of this investigation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user. Said user must contact DEC in writing to verify applicability of this report for their use. All work must be conducted under the supervision of our geotechnical engineer. The discovery of any site or subsurface conditions during construction which deviate from the information obtained from our subsoil investigation is always likely and should be reported to us for our evaluation. All work shall be conducted in compliance with the Florida Building Code FBC and OSHA workers protection rules and all applicable Federal, State, County and City rules and regulations.

It has been a pleasure working with you and look forward to do so in the near future.

Sincerely yours,



Wissam Naamani, P. E.  
DYNATECH ENGINEERING CORP.  
Florida Reg. No. 39584  
Special Inspector No. 757  
Certificate of Authorization No.: CA 5491



# PERCOLATION TEST



# DYNATECH ENGINEERING CORP.

WWW.DYNATECHENGINEERING.COM

## PERCOLATION TEST ACCORDING TO S.F.W.M.D. D.O.T. STANDARD TEST

DATE : October 31, 2017  
 CLIENT : SYNAVSKI ROMANIK SAYE  
 PROJECT : Fire / Rescue Training Facility @  
 PROJECT LOCATION : 1101 SW 208<sup>th</sup> Avenue, Pembroke Pines, FL  
 LOCATION OF TEST : SAS  
 DIAMETER OF HOLE : 7"  
 TEST NO. : P-1

TEST DEPTH (feet) 0-10'  
 AVERAGE FLOW (GPM) 2.1  
 AVERAGE K (CFS/Sq. Ft-Ft Head) 1.57x10<sup>-4</sup>

\* The above hydraulic conductivity represents an ultimate value. The designer should decide on the required safety factor. This value is based on the existing soils at the location of the test.

Water Table 2'-6" Below existing ground surface.

### SUBSURFACE INVESTIGATION

#### Depth Below Ground Surface

#### Soil Description

0'-0" to 0'-6"	Topsoil and grass
0'-6" to 3'-0"	Light tan medium sand w/rock fragments
3'-0" to 3'-6"	Brown sandy silt w/rock fragments
3'-6" to 4'-0"	Brown silty sand
4'-0" to 5'-0"	Brown silt
5'-0" to 5'-6"	Tan sandy limerock w/silt pockets
5'-6" to 10'-0"	White sandy limerock

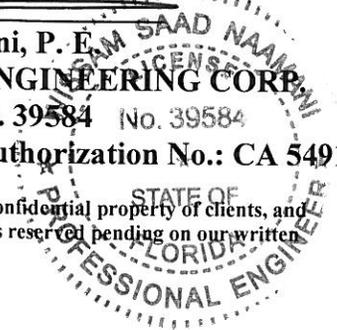
Respectfully submitted,

*Wissam*

Wissam Naamani, P. E.  
 DYNATECH ENGINEERING CORP.  
 Florida Reg. No. 39584 No. 39584  
 Certificate of Authorization No.: CA 5491

Field Tech: A.S.

\* As a mutual protection to the clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statement conclusions or extracts from or regarding our reports is reserved pending on our written approval.





# DYNATECH ENGINEERING CORP.

WWW.DYNATECHENGINEERING.COM

## PERCOLATION TEST ACCORDING TO S.F.W.M.D. D.O.T. STANDARD TEST

DATE : October 31, 2017  
 CLIENT : SYNAVSKI ROMANIK SAYE  
 PROJECT : Fire / Rescue Training Facility @  
 PROJECT LOCATION : 1101 SW 208<sup>th</sup> Avenue, Pembroke Pines, FL  
 LOCATION OF TEST : SAS  
 DIAMETER OF HOLE : 7"  
 TEST NO. : P-2

---

TEST DEPTH (feet) 0-10'  
 AVERAGE FLOW (GPM) 1.8  
 AVERAGE K (CFS/Sq. Ft-Ft Head) 1.34x10<sup>-4</sup>

\* The above hydraulic conductivity represents an ultimate value. The designer should decide on the required safety factor. This value is based on the existing soils at the location of the test.

Water Table 2'-6" Below existing ground surface.

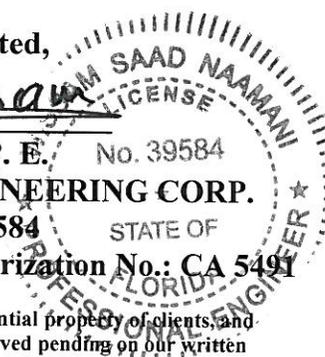
### SUBSURFACE INVESTIGATION

<u>Depth Below Ground Surface</u>	<u>Soil Description</u>
0'-0" to 0'-8"	Topsoil and grass
0'-8" to 3'-0"	Light tan medium sand w/rock fragments
3'-0" to 4'-6"	Brown silt
4'-6" to 5'-0"	Brown silt w/rock fragments
5'-0" to 6'-0"	Tan sandy limerock w/silt pockets
6'-0" to 6'-6"	Tan sandy limerock
6'-6" to 10'-0"	White sandy limerock

Field Tech: A.S.

Respectfully submitted,

Wissam Naamani, P. E. No. 39584  
 DYNATECH ENGINEERING CORP.  
 Florida Reg. No. 39584  
 Certificate of Authorization No.: CA 5491



\* As a mutual protection to the clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statement conclusions or extracts from or regarding our reports is reserved pending on our written approval.



SITE PLAN

○ P-#: Percolation Test Location

N



## DYNATECH ENGINEERING CORP.

Client: Synalovski Romanik Saye

Scale: N.T.S.

Project: 1101 Southwest 208<sup>th</sup> Avenue, Pembroke Pines, FL

Date: October 31, 2017

## GENERAL NOTES

Soil borings on unmarked vacant property should be considered preliminary with further boring(s) to be drilled after building pad(s) are staked out.

Soil borings on existing structures that are to be demolished should be considered preliminary and additional borings would need to be performed after the structure(s) has been demolished and proposed new building staked out.

As a mutual protection to clients, the public and ourselves, all reports are submitted as confidential property of clients, and authorization for publication of statements, conclusions, extracts from or regarding our reports is reserved pending our written approval.

## KEY CLASSIFICATION & SYMBOLS

### Correlation of Penetration Resistance With Relative Density and Consistency

	<u>Cone Penetration Tests (Kg/cm<sup>3</sup>)</u>	<u>Standard Penetration (Blows/ft.)</u>	<u>Relative Density</u>
Sands	0-16	0-4	Very Loose
	17-40	5-10	Loose
	41-80	11-20	Firm
	81-120	21-30	Very Firm
	Over 120	31-50	Dense
Silts & Clay	0-3	0-2	Very Loose
	4-9	3-4	Soft
	10-17	5-8	Firm
	18-31	9-15	Stiff
	32-60	16-30	Very Stiff
	Over 60	31-50	Hard

	<u>Particle Size</u>
Boulders	> 12 in.
Cobble	3 in. to 1 in.
Gravel	4.76 mm to 3in.
Sand	0.07 mm to 4.67 mm.
Silt	0.005 mm. to 0.074 mm
Clay	< 0.005 mm

	<u>Modifiers</u>
5% - 10 %	Slightly Silty or Clayey
10% - 30%	Silty or Clayey
30% - 50%	Very Silty or Very Clayey
0% - 5%	Slightly Trace
6% - 10%	Trace
11% - 20%	Little
21% - 35%	Some
> 35% And	

### Rock Hardness Description

Soft	Rock core crumbles when handled
Medium	Can break with your hands.
Moderate Hard	Thin edges or rock core can be broken with fingers
Hard	Thin edges or rock core cannot be broken with fingers
Very Hard	Rock core rings when struck with hammer (cherts)

## **SECTION 7 – DRAWINGS**

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**(OFFICE USE ONLY)** Vendor number:

Please complete this vendor information form entirely along with the IRS Form W-9, scan and upload it to the [www.bidsync.com](http://www.bidsync.com)

### Vendor Information Form

<b>Operating Name (Payee)</b>			
<b>Legal Name (as filed with IRS)</b>			
<b>Remit-to Address (For Payments)</b>			
<b>Remit-to Contact Name:</b>		<b>Title:</b>	
<b>Email Address:</b>			
<b>Phone #:</b>		<b>Fax #</b>	
<b>Order-from Address (For purchase orders)</b>			
<b>Order-from Contact Name:</b>		<b>Title:</b>	
<b>Email Address:</b>			
<b>Phone #:</b>		<b>Fax #</b>	
<b>Return-to Address (For product returns)</b>			
<b>Return-to Contact Name</b>		<b>Title:</b>	
<b>Email Address:</b>			
<b>Phone #:</b>		<b>Fax #</b>	
<b>Payment Terms:</b>			

**Type of Business** (please check one and provide Federal Tax identification or social security Number)

- |  |                             |  |
|--|-----------------------------|--|
| <input type="checkbox"/> Corporation   | <b>Federal ID Number:</b>   | <input style="width: 95%; height: 20px;" type="text"/>   |
| <input type="checkbox"/> Sole Proprietorship/Individual                                | <b>Social Security No.:</b> | <input style="width: 95%; height: 20px;" type="text"/>   |
| <input type="checkbox"/> Partnership   |                             |  |
| <input type="checkbox"/> Health Care Service Provider                                  |                             |  |
| <input type="checkbox"/> LLC – C (C corporation) – S (S corporation) – P (partnership) |                             |  |
| <input type="checkbox"/> Other (Specify):  |                             | <input style="width: 200px; height: 20px;" type="text"/> |

**Name of Applicant / Signature** \_\_\_\_\_

**Title of Applicant** \_\_\_\_\_ **Date** \_\_\_\_\_

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
-									

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



City of Pembroke Pines

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the

\_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Company \_\_\_\_\_



City of Pembroke Pines

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted \_\_\_\_\_  
(name of entity submitting sworn statement) whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. My name is \_\_\_\_\_ and my  
(Please print name of individual signing)  
relationship to the entity named above is \_\_\_\_\_.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
Bidder's Name/Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date



City of Pembroke Pines

## LOCAL VENDOR PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

**OR;**

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### LOCAL PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.**

COMPANY NAME: \_\_\_\_\_

PRINTED NAME / AUTHORIZED SIGNATURE: \_\_\_\_\_



## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.**

COMPANY NAME: \_\_\_\_\_

PRINTED NAME / AUTHORIZED SIGNATURE: \_\_\_\_\_



## EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

**“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City’s Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

### SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

## SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- A.** Contractor currently complies with the requirements of this section; or
- B.** Contractor will comply with the conditions of this section at the time of contract award; or
- C.** Contractor will not comply with the conditions of this section at the time of contract award; or
- D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- 1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- 2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

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- 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- 4. The Contractor is a governmental agency;

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.**

COMPANY NAME: \_\_\_\_\_

AUTHORIZED OFFICER NAME / SIGNATURE: \_\_\_\_\_



City of Pembroke Pines

**PROPOSER’S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person’s Name and Title: \_\_\_\_\_

Contact Person’s E-mail Address: \_\_\_\_\_

PROPOSER'S Telephone and Fax Number: \_\_\_\_\_

PROPOSER’S License Number: \_\_\_\_\_  
**(Please attach certificate of status, competency, and/or state registration.)**

PROPOSER’S Federal Identification Number: \_\_\_\_\_

Number of years your organization has been in business \_\_\_\_\_

State the number of years your firm has been in business under your present business name \_\_\_\_\_

State the number of years your firm has been in business in the work specific to this solicitation:  
\_\_\_\_\_

Names and titles of all officers, partners or individuals doing business under trade name:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The business is a:      Sole Proprietorship                   Partnership                   Corporation

**IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)**



City of Pembroke Pines

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

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At what address was that business located?

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Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

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Have you ever failed to complete work awarded to you. If so, when, where and why?

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Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

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City of Pembroke Pines

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

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The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

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List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

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List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

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City of Pembroke Pines

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Three horizontal lines for text entry.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Three horizontal lines for text entry.

Are you an  Original provider  sales representative  distributor,  broker,  manufacturer  other, of the commodities/services proposed upon? If other than the original provider, explain below.

Three horizontal lines for text entry.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Four horizontal lines for text entry.



City of Pembroke Pines

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

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The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

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(Company Name)

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(Printed Name/Signature)

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD[YY])
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURERS AFFORDING COVERAGE</b>		
INSURED  <b>YOUR COMPANY NAME HERE</b>	INSURER A: INSURER B. INSURER C. INSURER D. INSURER E.	<b>Companies providing coverage</b>

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<b>Must Include General Liability</b>			EACH OCCURRENCE    \$ FIRE DAMAGE (Any one fire)    \$ MED EXP (Any one person)    \$ PERSONAL & ADV INJURY    \$ GENERAL AGGREGATE    \$ PRODUCTS - COMP/OP AGG    \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>SAMPLE CERTIFICATE</b>											
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT    \$ OTHER THAN EA ACC    \$ AUTO ONLY:    AGG    \$								
	<b>EXCESS LIABILITY</b> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE    \$ AGGREGATE    \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

**Certificate must contain wording similar to what appears below**

**"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL	<b>Certificate must contain wording similar to what appears below</b>	
<b>"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"</b>		
CERTIFICATE HOLDER <b>City of Pembroke Pines</b> 601 City Center Way Pembroke Pines FL 33025	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THIS CERTIFICATE SHALL BE VOID AND THE POLICY CANCELLED WITH <u>30</u> DAYS WRITTEN NOTICE. AUTHORIZED REPRESENTATIVE
<b>City Must Be Named as Certificate Holder</b>		



City of Pembroke Pines

**AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

**[VENDOR NAME]**., a company authorized to do business in the State of Florida, with a business address of **[VENDOR ADDRESS]**, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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

**ARTICLE 1**  
**PREAMBLE**

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

1.1 On **[DATE]**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **[DESCRIPTION OF PROJECT]** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**[BID NUMBER]**  
**[BID TITLE]**

1.2 On **[DATE]**, the bids were opened at the offices of the City Clerk.

1.3 On **[DATE]**, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

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



**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the **[BRIEF EXPLANATION OF PROJECT]**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**[BID NUMBER]**," attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

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

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **[DESCRIPTION OF PROJECT]**, as more specifically described in Exhibit A.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

**ARTICLE 3**  
**TERM AND TERMINATION**



3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial two (2) year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

3.2 This Agreement may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon thirty (30) business days of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.4 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

**ARTICLE 4**  
**COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED [**WRITTEN AMOUNT**] DOLLARS (\$[**NUMERICAL AMOUNT**]), which includes an owner's contingency fee of [**WRITTEN AMOUNT**] DOLLARS (\$[**NUMERICAL AMOUNT**]), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

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

**ARTICLE 5**  
**CHANGES IN SCOPE OF WORK**



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

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

## **ARTICLE 6** **PERFORMANCE BOND**

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

## **ARTICLE 7** **INDEMNIFICATION**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.



7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 8** **INSURANCE**

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the



event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

8.6.2 Worker’s Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers’ Compensation Insurance with limits of liability no less than:

1. Workers’ Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.



8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

## 8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein

8.7.2 Waiver of all Rights of Subrogation against the CITY

8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY

8.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory

8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.



**ARTICLE 9**

**NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

**ARTICLE 10**

**INDEPENDENT CONTRACTOR**

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

**ARTICLE 11**

**UNCONTROLLABLE FORCES**

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term



"Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**ARTICLE 12**  
**AGREEMENT SUBJECT TO FUNDING**

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

**ARTICLE 13**  
**VENUE**

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

**ARTICLE 14**  
**SIGNATORY AUTHORITY**

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

**ARTICLE 15**  
**MERGER; AMENDMENT**

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

**ARTICLE 16**  
**DEFAULT OF CONTRACT & REMEDIES**



16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.



16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

## **ARTICLE 17** **BANKRUPTCY**

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

## **ARTICLE 18**



## **DISPUTE RESOLUTION**

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

### 18.2 **Operations During Dispute.**

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

## **ARTICLE 19** **PUBLIC RECORDS**

19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;



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

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

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

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

**CITY CLERK  
10100 PINES BOULEVARD, 5<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33026  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 20  
MISCELLANEOUS**

20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

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



20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines, Florida 33025 Telephone No. (954) 431-4884 Facsimile No. (954) 437-1149
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200



City of Pembroke Pines

Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4900  
Facsimile No. (954) 771-4923

Contractor [VENDOR NAME].  
[VENDOR ADDRESS]  
[VENDOR CITY, STATE, & ZIP CODE]  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

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

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

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.



20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

**THE REMAINDER OF THIS PAGE**

**HAS BEEN INTENTIONALLY LEFT BLANK**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST: CITY

MARLENE D. GRAHAM, CITY CLERK BY: CHARLES F. DODGE CITY MANAGER

APPROVED AS TO FORM.

OFFICE OF THE CITY ATTORNEY

CONTRACTOR

Witnesses:

[NAME OF CONTRACTOR]

Print Name BY: Print Name: Title:

Print Name

STATE OF COUNTY OF ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared as of [NAME OF CONTRACTOR], a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of [NAME OF CONTRACTOR] for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this day of , 20.

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



**REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Project Information:**

Name and location of the project: \_\_\_\_\_

Nature of the firm’s responsibility on the project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project duration: \_\_\_\_\_ Completion (Anticipated) Date: \_\_\_\_\_

Size of project: \_\_\_\_\_ Cost of project: \_\_\_\_\_

Work for which staff was responsible: \_\_\_\_\_

Contract Type: \_\_\_\_\_

The results/deliverables of the project: \_\_\_\_\_



# City of Pembroke Pines



## FINAL/PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of \$ [Payment Amount] and other valuable consideration, paid by **City of Pembroke Pines**, receipt of which is hereby acknowledge, hereby releases and quit claims to the said [Contractor Name] its successors and assigns, and

**City of Pembroke Pines**

The owner, all liens, lien rights, claims and demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

**[Description]**  
**PO #: [PO #]**

**Invoice #: [Invoice #]**

On account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for:

Witnesses:

**CONTRACTOR**  
**[NAME OF CONTRACTOR]**

\_\_\_\_\_

BY: \_\_\_\_\_

Print Name

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Print Name

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD )

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared [Contractor's Representative] as [Job Title] of [Name of Contractor], personally known to me, or who has produced \_\_\_\_\_ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same and that (s)he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Type Name

My Commission Expires: