



FIBER INSTALLATION

INVITATION FOR BID # TS-25-14

Issuance of Solicitation: Thursday, August 14, 2025
Questions Due Date: Monday, August 25, 2025
Bid Submission Deadline: Tuesday, September 9, 2025

THE CITY OF PEMBROKE PINES
PROCUREMENT DEPARTMENT
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020

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A - City FDOT Approved Plans

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SECTION 1 - NOTICE

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

IFB # TS-25-14

Fiber Installation

Solicitations may be found on the City of Pembroke Pines website under the Procurement Department at <http://www.ppines.com/index.aspx?NID=667>, and may be downloaded directly from the OpenGov platform at <https://procurement.opengov.com/portal/pembrokepines>.

For Technical Support, proposers can reach the OpenGov Service Desk between 7:00 am to 10:00 pm from Monday through Friday via the following methods:

- Chat (preferred method): Click the button in the lower right-hand corner of the portal.
- E-mail: procurement-support@opengov.com
- Phone: 1 (650) 336-7167

If additional help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 am to 6:00 pm on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, FL 33025.

Bidders shall submit all questions regarding this bid via the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Please note the deadline for submitting questions. All answers will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the bidder's responsibility to check the portal for updates. Only written responses issued through the OpenGov platform will be considered official for interpretations or clarifications.

Proposals will be accepted until 2:00 pm on Tuesday, September 9, 2025, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/185362>.

Bid Opening: The sealed electronic proposals will be publicly opened at 2:30 pm, on the bid due date, by the City Clerk's Office, in the **City Clerk's Office Conference Room located on the 4th Floor in the Charles F. Dodge City Center**/City Hall Administration Building, located at 601 City Center Way, Pembroke Pines, Florida, 33025.

Virtual Bid Opening: In light of public health concerns and to ensure accessibility for all, the City encourages interested parties and the public to participate virtually via live streaming instead of attending the meeting in person. As a result, meetings may be a combination of in-person and virtual, all as provided by law. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

Virtual Meeting Details:



- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>.

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

Ivan Ospinal or other Procurement Staff in the Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-743-1434 or 954-518-9020
purchasing@ppines.com

SECTION 2 - GENERAL PROJECT INFORMATION & TIMELINE

2.1 Project Timeline

The work shall be completed within 120 calendar days from issuance of the City's Notice to Proceed (NTP), with an estimated start date of **October 1, 2025**.

2.2 Tentative Schedule of Events

Issuance of Solicitation (Posting Date):	August 14, 2025
Pre-Bid Meeting (Mandatory):	August 20, 2025, 10:00am Fire Station 79 - 19900 Pines Blvd, Pembroke Pines, FL 33029
Question Due Date:	August 25, 2025, 11:30pm
Issuance of Final Answers to Questions:	August 28, 2025
Bid Submission Deadline:	September 9, 2025, 2:00pm
Bid Opening:	Will be held at 2:30 pm on the day of bid submissions are due.
Evaluations by Staff:	To Be Determined (TBD)

2.3 Mandatory Pre-Bid Meeting/Site Visit

There will be a **MANDATORY** scheduled pre-bid meeting on **Wednesday, August 20, 2025 at 10:00 am**. Meeting location will be at the **Fire Station 79 - 19900 Pines Blvd, Pembroke Pines, FL 33029**

- A. **Proof of Attendance:** Vendors may be required to sign in at any of the meetings to show proof of attendance. It is the **Vendor's** responsibility to make sure that they sign in at the meeting.

Please be advised that site visits are mandatory for this project. We will begin at:

Fire Station 79 - 19900 Pines Blvd. to the West Pines Soccer Building at 350 SW 196th Ave.

Following that, we will continue to Fire Station 89 - 13000 Pines Blvd. to the Pines Art Center (Walter C Young) at 901 NW 129th Ave.

2.4 Follow-Up Pre-Bid Meeting(s)

Follow-Up Meetings: In the event that a Vendor cannot attend the scheduled pre-bid meeting, or if a Vendor would like a follow up visit to the site, they may request a site visit by contacting **Ivan Ospinal** at 954-743-1434. We urge all Vendors to attend the scheduled meeting, as a separate or follow-up meeting may not be afforded to the requester due to scheduling and availability of staff to assist with any additional meetings. In addition, if making a request for a separate or follow-up meeting, Vendors are urged to make these requests as early as possible.

2.5 Estimated Project Cost

\$100,000

2.6 Grant/Federal Funding

Not applicable for this project.

2.7 Proposal Security/Bid Bond

A Proposal Security shall not be required for this project.

2.8 Payment and Performance Bonds

Payment and Performance Bonds shall not be required for this project.

SECTION 3 - PURPOSE AND BACKGROUND

3.1 Purpose

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as the Contractor, to upgrade to fiber optic cabling at two locations , replacing the existing over-the-air connection, in accordance with the terms, conditions, and specifications contained in this solicitation.

This project is designed to enhance network reliability, speed, and bandwidth between City facilities through the installation of fiber optic cabling at two locations. This upgrade will provide secure, high-performance connectivity to support essential City operations, communications, and future technology demands. It will replace the current over-the-air connection and related circuits, improving service delivery and operational efficiency.

This bid package includes two different locations:

- Fire Station 79 to Soccer Park
- Fire Station 89 to Pines Art Center

Please note that vendors may choose to submit proposals for both locations or only one, based on their capacity and interest.

If submitting for only one location, please clearly indicate which one in your proposal.

3.2 Background

Pembroke Pines, Florida, ranked as the eleventh largest city among the state's four hundred plus municipalities and the second largest in Broward County, maintains a welcoming small-town ambiance that resonates with its residents. Located conveniently in southwest Broward County, the city provides seamless access to major highways, employment centers, entertainment venues, parks, golf courses, and a diverse array of dining and shopping options.

With a population of approximately 170,000 residents spread across 32.68 square miles, Pembroke Pines is renowned as one of the best cities to live in America. The city boasts 28 superior parks, lush landscaping, and a distinctive South Florida charm that contributes to its natural beauty. Notably recognized as 2024's Best Place to Raise a Family in Florida, and 2024's Best City of Hispanic Entrepreneurs by WalletHub, Pembroke Pines also earned a place as the on Money Magazine's esteemed Best Places to Live list in 2014, as the sole Florida representative, ranking in at #32 in the nation.

Incorporated in 1960, Pembroke Pines is celebrated as a safe and desirable community, having received accolades such as the All-America City designation. The city's commitment to arts and culture, exceptional schools, diverse population, numerous parks, and forward-thinking approach in an ever-evolving world make it a standout destination.



Pembroke Pines is also the home to the largest municipal-run charter school system in the nation, serving over 6,000 students across five separate campuses. The City's award-winning charter school system is located in the Broward County School District, which is the sixth largest school district in the nation.

SECTION 4 - SCOPE OF WORK

4.1 General Summary

Below is the general list of the services required for the installation. It is not intended to be complete.
Fire Station 79 to Soccer Park - Refer to Attachment A City FDOT Approved Plans

Fire Station 89 to Pines Art Center - Refer to Attachment B - City Approved Plans - Complete Project Limits; Attachment C - City Approved Plans - Pines BLVD Crossing Only

The project involves the following generalized descriptions of work:

- **Project Routes:** Install underground fiber optic cabling from Fire Station 79 to West Pines Soccer Field (Project 1) and from Fire Station 89 to Pines Art Center (Project 2) to improve inter-facility communications.
- **Construction Method:** Utilize directional boring to install 1.5" HDPE conduits at depths ranging from 36" to 120", tailored to roadway and jurisdiction requirements.
- **Handholes & Utility Avoidance:** Install multiple 30"x48"x36" handholes for fiber access and slack management, with conduit routes determined by soft digs and Sunshine 811 utility locates.
- **Compliance Standards:** Ensure full compliance with City of Pembroke Pines and FDOT construction standards, including ADA accessibility and erosion control.
- **Site Restoration:** Fully restore all disturbed areas including pavement, sidewalks, and landscaping to pre-construction condition.

4.2 Locations

- Fire Station 89 - 13000 Pines Blvd, Pembroke Pines, FL 33027 to Pines Art Center (Walter C Young) at 901 NW 129Th Ave, Pembroke Pines, FL 33028
- Fire Station 79 - 19900 Pines Blvd, Pembroke Pines, FL 33029 to West Pines Soccer Bldg. at 350 SW 196th Ave, Pembroke Pines, FL 33029

4.3 Notice Regarding Mandatory Pre-Bid Site Visit Requirements

Please note that attendance at the mandatory pre-bid site visit is required in order to be eligible to submit a bid. If you are unable to attend the scheduled site visit, you may request a second site visit; however, approval and scheduling will depend on staff availability.



An attendance sheet will be provided and must be signed at each site as proof of attendance. Vendors who do not attend either the original or an approved alternate site visit will not be eligible to participate in the bid.

SECTION 5 - PRICE PROPOSAL / BID TABLE

The vendor must provide their pricing electronically through the designated line items listed on the Bid Sheet/Pricing Table via the City's e-Procurement portal on OpenGov.

Vendor Notes: The bid tables includes a “Vendor Notes” column for any additional comments regarding the requested line item(s). A comment is preferred in the “Vendor Notes” column. If the vendor does not need to submit any comments, they may leave it blank or enter N/A or similar.

Payment & Performance Bonds: The table includes a section for the vendor to submit pricing for Payment & Performance Bonds. If the total cumulative base proposal amount does not exceed \$200,000 and a Payment and Performance Bond is not required, please enter “0” on the “If Applicable, Cost for Payment and Performance Bond” column for each line item.

Primary Responses: The initial Bid Table is for the primary responses so that the vendors can submit the requested goods and/or services.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
1-1	Lump Sum Cost for Fiber Installation - Fire Station 79 to Soccer Park	1	Lump Sum			
TOTAL						

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
2-1	Lump Sum Cost for Fiber Installation - Fire Station 89 to Pines Art Center	1	Lump Sum			
TOTAL						

SECTION 6 - SUBMITTAL DOCUMENTS

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepines> on or before **2:00 pm on Tuesday, September 9, 2025**. Please note vendors should be registered on OpenGov under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. In addition, the vendor must complete the required documents in this section and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. 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 <https://procurement.opengov.com/portal/pembrokepines> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

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

Prospective proposers interested in responding to this solicitation are requested to provide all of the applicable information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

1 CONFIRMATION TO BIND

1.1 I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

☐ Please confirm

*Response required

2 CERTIFICATION OF INSURANCE COMPLIANCE AND INTENT TO PROCURE REQUIRED COVERAGE

NOTE: Vendors are not required to purchase any additional insurance in order to submit a bid. However, they must certify that they either currently hold, or are able and willing to obtain, all required insurance coverages, endorsements, and limits prior to award and execution of the contract.

2.1 I certify that, if awarded this contract, I will be required to obtain and maintain all insurance policies as detailed in the INSURANCE REQUIREMENTS Section of this solicitation before any work may commence, and throughout the life of the contract.*

☐ Please confirm

*Response required

2.2 Do you confirm that you will only use insurance carriers licensed to do business in the State of Florida and rated no less than "A" as to management, and no less than "Class VI" as to financial strength by A.M. Best, and that you understand all endorsements required (e.g., Additional Insured, Waiver of Subrogation, etc.) must be included?*

☐ Yes

☐ No

*Response required

2.3 Do you currently carry insurance policies that meet or exceed the minimum requirements outlined in the INSURANCE REQUIREMENTS section of this solicitation?*

☐ Yes

☐ No

*Response required

When equals "Yes"

2.3.1 Please upload your current certificate(s) of insurance that demonstrate compliance with the insurance requirements outlined in this solicitation.*

*Response required

When equals "No"

2.3.2 Please upload documentation showing that you have obtained a letter from your insurance broker or carrier, such as a Letter of Intent to Insure, Evidence of Insurability, or a Conditional Certificate of Insurance.*

Documentation should show that:

- You can obtain the required insurance.
- The limits and types of coverage will meet the INSURANCE REQUIREMENTS outlined in the solicitation.
- You will provide a COI upon contract award.

*Response required

When equals "No"

2.3.3 Please upload your current certificate(s) of insurance.*

*Response required

2.4 Do you believe you are exempt from one or more insurance requirements (e.g., Workers' Compensation)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

2.4.1 Please upload written documentation requesting an exemption on your company letterhead, subject to City approval.*

*Response required

2.5 Do you plan on using subcontractors for this project?*

☐ Yes

☐ No

*Response required

When equals "Yes"

2.5.1 Do you acknowledge that all subcontractors must also carry the same insurance or be covered under your policy, and that proof of such coverage must be provided to the City?*

☐ Yes

☐ No

*Response required

3 REFERENCE # 1

The minimum experience for this project is **five (5) years**. Provide specific examples of similar experience conducting licensed work of equal or similar scope of work, preferably delivered by the proposed team members. A **minimum of 3** references should be from the last **five years** and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section you will have the ability to enter information for 5 different references including their contact details and specific project information.

Please note that the City prefers references who are not current employees of the City of Pembroke Pines, as we generally do not contact our own employees for reference checks.

Proposers are advised to confirm that:

- A. Each reference provided by the Respondent has up to date contact persons and contact information;
- B. The contact person provided for each reference is someone who has personal knowledge of the Proposer's performance during the referenced project; and
- C. The contact person for each reference has been contacted by the Proposer regarding this specific bid submittal and such person confirmed their willingness to serve as a reference.

3.1 Reference Contact Information - Name of Firm, City, County or Agency*

*Response required

3.2 Reference Contact Information - Reference's Business Address*

*Response required

3.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required

3.4 Reference Contact Information - Reference's E-mail Address*

*Response required

3.5 Reference Contact Information - Reference's Phone Number*

*Response required

3.6 Project Information - Was your firm the prime contractor for the listed project?*

☐ Yes

☐ No

*Response required

3.7 Project Information - Name of Contactor Performing the Work*

*Response required

3.8 Project Information - Name and location of the project*

*Response required

3.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*

*Response required

3.10 Project Information - Project Duration*

*Response required

3.11 Project Information - Completion (Anticipated) Date*

*Response required

3.12 Project Information - Size of Project*

*Response required

3.13 Project Information - Cost of Project*

*Response required

4 REFERENCE # 2

4.1 Reference Contact Information - Name of Firm, City, County or Agency*

*Response required

4.2 Reference Contact Information - Reference's Business Address*

*Response required

4.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required

4.4 Reference Contact Information - Reference's E-mail Address*

*Response required

4.5 Reference Contact Information - Reference's Phone Number*

*Response required

4.6 Project Information - Was your firm the prime contractor for the listed project?*

☐ Yes

☐ No

*Response required

4.7 Project Information - Name of Contactor Performing the Work*

*Response required

4.8 Project Information - Name and location of the project*

*Response required

4.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*

*Response required

4.10 Project Information - Project Duration*

*Response required

4.11 Project Information - Completion (Anticipated) Date*

*Response required

4.12 Project Information - Size of Project*

*Response required

4.13 Project Information - Cost of Project*

*Response required

5 REFERENCE # 3

5.1 Reference Contact Information - Name of Firm, City, County or Agency*

*Response required

5.2 Reference Contact Information - Reference's Business Address*

*Response required

5.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required

5.4 Reference Contact Information - Reference's E-mail Address*

*Response required

5.5 Reference Contact Information - Reference's Phone Number*

*Response required

5.6 Project Information - Was your firm the prime contractor for the listed project?*

☐ Yes

☐ No

*Response required

5.7 Project Information - Name of Contactor Performing the Work*

*Response required

5.8 Project Information - Name and location of the project*

*Response required

5.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*

*Response required

5.10 Project Information - Project Duration*

*Response required

5.11 Project Information - Completion (Anticipated) Date*

*Response required

5.12 Project Information - Size of Project*

*Response required

5.13 Project Information - Cost of Project*

*Response required

6 REFERENCE # 4

6.1 Reference Contact Information - Name of Firm, City, County or Agency

6.2 Reference Contact Information - Reference's Business Address

6.3 Reference Contact Information - Reference's Contact Name & Title

6.4 Reference Contact Information - Reference's E-mail Address

6.5 Reference Contact Information - Reference's Phone Number

6.6 Project Information - Was your firm the prime contractor for the listed project?

☐ Yes

☐ No

6.7 Project Information - Name of Contactor Performing the Work

6.8 Project Information - Name and location of the project

6.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for

6.10 Project Information - Project Duration

6.11 Project Information - Completion (Anticipated) Date

6.12 Project Information - Size of Project

6.13 Project Information - Cost of Project

7 REFERENCE # 5

- 7.1 Reference Contact Information - Name of Firm, City, County or Agency
- 7.2 Reference Contact Information - Reference's Business Address
- 7.3 Reference Contact Information - Reference's Contact Name & Title
- 7.4 Reference Contact Information - Reference's E-mail Address
- 7.5 Reference Contact Information - Reference's Phone Number
- 7.6 Project Information - Was your firm the prime contractor for the listed project?
 - ☐ Yes
 - ☐ No
- 7.7 Project Information - Name of Contactor Performing the Work
- 7.8 Project Information - Name and location of the project
- 7.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 7.10 Project Information - Project Duration
- 7.11 Project Information - Completion (Anticipated) Date
- 7.12 Project Information - Size of Project
- 7.13 Project Information - Cost of Project

8 PROJECT DOCUMENTS

- 8.1 PROPOSERS BACKGROUND INFORMATION FORM*
 - a. Please download the attached document, complete all required fields, and upload the completed form here.
 - [Proposers Background Inform...](#)

*Response required

9 SWORN STATEMENT ON PUBLIC ENTITY CRIMES UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a)

- 9.1 SWORN STATEMENT ON PUBLIC ENTITY CRIMES FORM*
 - a. Please download the attached document, complete all required fields, and upload the completed form here.
 - [Sworn Statement on Public E...](#)

*Response required

- 9.2 Public Entity Crimes Status*
 - Which option did you select on the Sworn Statement on Public Entity Crimes Form:
 - A) 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.

- B1) 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 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.)
- B2) 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 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.)
- B3) 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 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.)

☐ A) No convictions.

☐ B1) Convicted, final order did not place on the convicted vendor list.

☐ B2) Convicted, listed, then removed.

☐ B3) Convicted, not listed, action pending.

*Response required

9.3 Did you select option B1 or B2 above?*

☐ Yes

☐ No

*Response required

When equals "Yes"

9.3.1 Please upload a copy of the final order issued by the hearing officer of the State of Florida, Division of Administrative Hearings.*

*Response required

9.4 Did you select option B3 above?*

☐ Yes

☐ No

*Response required

When equals "Yes"

9.4.1 Please describe any action taken by or pending with the Department of General Services.*

*Response required

10 EQUAL BENEFITS CERTIFICATION FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

10.1 EQUAL BENEFITS CERTIFICATION FORM*

a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Equal Benefits Certificatio...](#)

*Response required

10.2 Equal Benefits Status*

▪ Which option did you select on the Equal Benefits Certification Form:

- 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;

- 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;

- ☐ A) Contractor currently complies.
- ☐ B) Will comply by contract award.
- ☐ C) Will not comply.
- ☐ D1) Does not comply due to an exemption: No spousal benefits for anyone.
- ☐ D2) Does not comply due to an exemption: Provides cash equivalent after trying.
- ☐ D3) Does not comply due to an exemption: Religious or related nonprofit.
- ☐ D4) Does not comply due to an exemption: Government agency.

*Response required

10.3 Did you select option D2 above?*

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

10.3.1 Please upload a notarized affidavit detailing the reasonable efforts made to provide benefits to employees' Domestic Partners or spouses, along with the amount of the cash equivalent provided.*

*Response required

11 DRUG-FREE WORKPLACE CERTIFICATION

11.1 VENDOR DRUG FREE WORKPLACE CERTIFICATION FORM*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Drug-Free Workplace ...](#)

*Response required

11.2 Drug-Free Status*

- ☐ Complies fully.

☐ Does not comply.

*Response required

12 STANDARD DOCUMENTS

The following documents are standard documents that the City generally requires for every solicitation. As a result, we recommend vendors to keep these documents updated and readily available so that they can be easily uploaded for each project that the vendor would like to participate in. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

12.1 NON-COLLUSIVE AFFIDAVIT*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Non-Collusive Affidavit.pdf](#)

*Response required

12.2 SCRUTINIZED COMPANY CERTIFICATION*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Scrutinized Company Certifi...](#)

*Response required

12.3 E-VERIFY SYSTEM CERTIFICATION*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- b. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security ("DHS").
- c. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

- [E-Verify System Certificati...](#)

*Response required

12.4 HUMAN TRAFFICKING AFFIDAVIT*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Human Trafficking Affidavit...](#)

*Response required

13 VENDOR REGISTRATION

13.1 Do you currently have a City of Pembroke Pines Vendor Number registered in the PaymentWorks System?*

- The City of Pembroke Pines utilizes OpenGov as its e-Procurement platform for solicitation and bid submission purposes. However, please be advised that **vendor registration for onboarding and processing payments is handled separately** through the City's Accounts Payable Division using **PaymentWorks**, a secure online vendor management platform.
- All vendors that will be submitting invoices and requiring payments from the City are required to register on the PaymentWorks platform. If the vendor is not currently registered with the City via PaymentWorks and does not have a Vendor Number, the City will have to invite the vendor to register.
- For formal solicitations such as this project, the Procurement Department will send PaymentWorks registration invitations to vendor(s) who are under active consideration for award. Please be aware that not all vendors who submit proposals will receive an invitation, in order to manage system usage and avoid onboarding vendors who are unlikely to receive payments from the City.
- Invitations will typically be sent to the contact listed on the submitted Vendor Information Form.

☐ Yes

☐ No

*Response required

When equals "Yes"

13.1.1 What is your Vendor Number?*

*Response required

13.2 VENDOR INFORMATION FORM*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Information Form.pdf](#)

*Response required

13.3 FORM W-9 (REVISED MARCH 2024)*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
 - b. Note - Please use the March 2024 version of the form as previously dated versions of this form may delay the processing of any payments to the selected vendor.
- [Form W-9 \(Rev March 2024\).pdf](#)

*Response required

14 OPTIONAL DOCUMENTATION

14.1 TRADE SECRETS

- a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.
- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

- d. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

14.2 FINANCIAL STATEMENTS

- a. The City is **NOT** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

14.3 ALTERNATIVES

- a. If you are submitting an alternative product, please upload any related information in this section (such as specification sheets, etc.).
- b. In addition, pursuant to the "**Brand Names**" Section included in the [GENERAL TERMS AND CONDITIONS](#) Section 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, Proposers 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.

14.4 ADDITIONAL INFORMATION

- a. 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.

14.5 PROFESSIONAL LICENSES

- a. If applicable, please upload any professional licenses that may be required to perform the services outlined in the solicitation.

15 VENDOR CLASSIFICATION

15.1 Is your firm a Local Pembroke Pines Vendor (LPPV) and Local Broward County Vendor (LBCV)?*

- a. 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.

- b. 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).

☐ Yes

☐ No

*Response required

When equals "Yes"

15.1.1 Please indicate your Local Vendor Status*

☐ Local Pembroke Pines Vendor (LPPV)

☐ Local Broward County Vendor (LBCV)

*Response required

When equals "Yes"

15.1.2 Local Vendor Preference Certification*

1. Please download the attached document, complete all required fields, and upload the completed form here.

- [Local Vendor Preference Cer...](#)

*Response required

When equals "Yes"

15.1.3 Local Business Tax Receipts*

1. If claiming Local Vendor Preference, please upload 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.

*Response required

15.2 Is your firm a Veteran Owned Small Business (VOSB)?*

- a. 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.
- b. 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).

☐ Yes

☐ No

*Response required

When equals "Yes"

15.2.1 Upload the "Determination Letter" from the United States Department of Veteran Affairs Center notifying the business that they have been approved as a Veteran Owned Small Business (VOSB)

When equals "Yes"

15.2.2 Upload Veteran Owned Small Business Certification(s) from any relevant agency(ies)

15.3 Is your firm a Minority-Owned Business Enterprise (MBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

15.3.1 Please indicate the classification of your Minority-Owned Business Enterprise (MBE)*

Select all that apply

☐ African-American MBE

☐ Asian-American MBE

☐ Hispanic-American MBE

☐ Native-American MBE

☐ Other option not listed above

*Response required

When equals "Yes"

15.3.2 MBE Certification Documentation*

1. Upload your MBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple MBE certifications, please combine them into one (1) document and upload.

*Response required

15.4 Is your firm a Woman-Owned Business Enterprise (WBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

15.4.1 WMBE Certification Documentation*

1. Upload your WMBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple WMBE certifications, please combine them into one (1) document and upload.

*Response required

15.5 Is your firm a HubZone Business / Labor Surplus Area Firm?*

☐ Yes

☐ No

*Response required

When equals "Yes"

15.5.1 HubZone Business / Labor Surplus Area Firm Certification Documentation*

1. Upload your HubZone Business / Labor Surplus Area Firm Certification Documentation, preferably with the U.S. Small Business Administration (SBA). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

15.6 Is your firm a Broward County Small Business Enterprise (SBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

15.6.1 SBE Certification Documentation*

1. Upload your SBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

15.7 Is your firm a Broward County Business Enterprise (CBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

15.7.1 CBE Certification Documentation*

1. Upload your CBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

15.8 Is your firm a Broward County Disadvantaged Business Enterprise (DBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

15.8.1 DBE Certification Documentation*

1. Upload your DBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

15.9 Does your firm have a Vendor Classification that was not listed above?*

☐ Yes

☐ No

*Response required

When equals "Yes"

15.9.1 Other Vendor Classification Certification Documentation*

1. Upload your other Certification Documentation here. If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

SECTION 7 - EVALUATION OF PROPOSALS & PROCESS SELECTION

7.1 Qualifying & Selecting Firms

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.
- C. The contract shall be awarded to the most responsive/responsible bidder whose bid is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

SECTION 8 - INSURANCE REQUIREMENTS

8.1 General Indemnification

The **Vendor** 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 **Vendor** or its employees, agents, servants, partners, principals or subcontractors. The **Vendor** 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 attorneys' fees which may issue thereon. The **Vendor** expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the **Vendor** 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 Insurance Coverage

- A. **Vendor** 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 **Vendor** allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- B. 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.
- C. Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the **Vendor** or their Insurance Broker must agree to provide notice.
- D. 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, the **Vendor** 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 **Vendor** shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. **Vendor** shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

- E. **Vendor** shall be required to obtain all applicable insurance coverage, as indicated in the sections below, prior to commencing any work pursuant to this Agreement.

8.3 Comprehensive General Liability Insurance

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:

- A. Each Occurrence Limit - \$1,000,000
- B. Fire Damage Limit (Damage to rented premises) - \$100,000
- C. Personal & Advertising Injury Limit - \$1,000,000
- D. General Aggregate Limit - \$2,000,000
- E. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

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

8.4 Workers' Compensation and Employers' Liability Insurance

Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the **Vendor** engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the **Vendor** 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 **Vendor** Coverage for the **Vendor** and all 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:

- A. Workers' Compensation: Coverage A – Statutory
- B. Employers Liability: Coverage B

\$500,000 Each Accident

\$500,000 Disease – Policy Limit

\$500,000 Disease – Each Employee

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

8.5 Comprehensive Auto Liability Insurance

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:

- A. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
- B. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
- C. 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 the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

If **Vendor** requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

8.6 Umbrella/Excess Liability Insurance

Umbrella/Excess Liability Insurance in the amount of **\$2,000,000** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

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

8.7 Required Endorsements

- A. The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- B. Waiver of all Rights of Subrogation against the CITY.

- C. Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- D. **Vendor's** policies shall be Primary & Non-Contributory.
- E. All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.
- F. 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 Additional Requirements

- A. Any and all insurance required of the **Vendor** 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 **Vendor** and provided proof of such coverage is provided to CITY. The **Vendor** and any subcontractors shall maintain such policies during the term of this Agreement.
- B. 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 Agreement.
- C. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the **Vendor** has assumed in the indemnification/hold harmless section(s) of this Agreement.

SECTION 9 - GENERAL TERMS AND CONDITIONS

9.1 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.

9.2 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.

9.3 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).

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/pembrokepines>.

Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

9.4 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 to be submitted through the **"Question & Answer"** tab, for the specific project, on the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Questions and inquiries must be received by the **"Question Due Date"** stated in the solicitation. Questions received after the **"Question Due**

Date” shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click “Follow” on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov 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 OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

- A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
- B. E-mail: support@opengov.com
- C. Phone: 1 (605) 336-7167
- D. <https://opengov.my.site.com/support/s/contactsupport>

For all other questions related to this solicitation, please contact the Procurement Department at purchasing@ppines.com.

9.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded **Vendor** 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.

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

9.6 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 proposer’s information only and will be used for tabulation and presentation of bid.

9.7 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, Proposers 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.

9.8 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.

9.9 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 proposer's expense.

9.10 ESTIMATED QUANTITIES

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

9.11 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.

9.12 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.

Proposer 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 proposer.

9.13 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.

9.14 TAX EXEMPT STATUS

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

9.15 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.

9.16 COPYRIGHT OR PATENT RIGHTS

Proposer 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.

9.17 ANTI-TRUST VIOLATIONS

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.18 PUBLIC ENTITY CRIMES

Pursuant to Sec. 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or who has been placed on the discriminatory vendor list 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.

Pursuant to Sec. 287.134(2)(b), Fla. Stat., a public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the

same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

The Sworn Statement of Public Entity Crime Affidavit Form, in the Submittal Documents section on the OpenGov portal for 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 Proposer for any goods, services or materials furnished.

9.19 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.

9.20 FACILITIES

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

9.21 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.

9.22 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 proposer or **Vendor**, 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 proposer or **Vendor** after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

9.23 MANUFACTURER'S CERTIFICATION

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

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

9.25 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 pm at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

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, proposers 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.

9.26 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 proposer, 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 proposer from bid list(s).

9.27 BID PROTEST

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

9.28 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.

Indemnification for Design Professionals and Construction Contracts: The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its

officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

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.

9.29 DEFAULT PROVISION

In the case of default by the proposer or **Vendor**, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or **Vendor** 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 Proposer 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 Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends and holidays excluded) to remedy the default. Failure on the **Vendor'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 Vendor 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 Proposer 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 Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer 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.

9.30 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.

9.31 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

9.32 SCRUTINIZED COMPANIES LIST

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - 2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or is engaged in business operations in Syria.

9.33 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

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

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

9.34 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the **Vendor**, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the **Vendor** to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

9.35 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

- A. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and
- B. The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted Communication: The cone of silence shall not apply to:

- A. Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.
- B. Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.
- C. Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

9.36 E-VERIFY

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

A. Definitions for this Section:

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

2. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

9.37 JESSICA LUNSFORD ACT

Background screening requirements for **Vendor**’s performing services for or at City’s Charter Schools.

- A. Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who:
 - 1. are permitted access on school grounds when students are present,
 - 2. have direct contact with students or,
 - 3. have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any **Vendor**, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.
- B. Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (A), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (A), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the **Vendor**, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (A) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity.
- C. If it is found that a person who is employed or under contract in a capacity described in subsection (A) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

9.38 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the

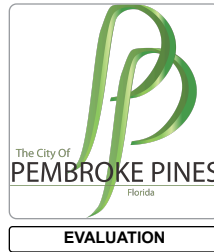


City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SECTION 10 - SPECIAL TERMS & CONDITIONS

10.1 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 **Vendor** 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.



Fiber Installation

 Invitation For Bid

 Procurement

 20400, 20600, 20700, 20800, 20900... show all

Project ID: TS-25-14

Release Date: Thursday, August 14, 2025

Due Date: Tuesday, September 9, 2025 2:00pm

 Posted  Thursday, August 14, 2025 7:26pm

 Bid Unsealed Tuesday, September 9, 2025 2:32pm by Gabriel Fernandez

 Pricing Unsealed Tuesday, September 9, 2025 2:32pm by Gabriel Fernandez

All dates & times in Eastern Time

Edit   Preview

Addenda & Official Notices

Addenda & Notices issued following the posting of the project

All	4
Addenda	1
Notices	3

☒ Addenda Acknowledgements  Report

+ New Addendum

Addendum #1

Aug 21, 2025 10:45 AM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Please be advised that all handholes must include **City of Pembroke Pines handhole markers**. This requirement is to prevent confusion with work performed by other companies within the easements and to ensure easy confirmation of City-owned property.

A reference picture of the required handhole marker is attached for clarification.

[See What Changed](#)

 [Handhole_Markers.pdf](#)

IO Ivan Ospinal 2 months ago

► Acknowledged by 3 of 3 responses

+ New Notice

Official Notice #1: Mandatory Pre-Bid Meeting/Site Visit

Aug 21, 2025 10:18 AM

 [Attendance Sheet 8.20.25 - Fire Station 79.pdf](#)

 [Attendance Sheet 8.20.25 - Fire Station 89.pdf](#)

 [Attendance Sheet 8.20.25.pdf](#)

IO Ivan Ospinal 2 months ago

Official Notice #2: Mandatory Pre-Bid Meeting/Site Visit

Aug 26, 2025 12:12 PM

There will be a **MANDATORY** scheduled pre-bid meeting on **Thursday, August 28, 2025 at 10:00 am**. Meeting location will be at the **Fire Station 79 - 19900 Pines Blvd, Pembroke Pines, FL 33029**

A. **Proof of Attendance:** Vendors may be required to sign in at any of the meetings to show proof of attendance. It is the **Vendor's** responsibility to make sure that they sign in at the meeting.

Please be advised that site visits are mandatory for this project. We will begin at:

Fire Station 79 - 19900 Pines Blvd. to the West Pines Soccer Building at 350 SW 196th Ave.

Following that, we will continue to Fire Station 89 - 13000 Pines Blvd. to the Pines Art Center (Walter C Young) at 901 NW 129th Ave.

- Attendance at a pre-bid meeting is mandatory for those who have not yet participated.
- Vendors who have already attended a prior pre-bid meeting are not required to attend this additional session.

IO Ivan Ospinal a month ago

Official Notice #3: Mandatory Pre-Bid Meeting/Site Visit

Aug 28, 2025 12:29 PM

 [Attendance Sheet 8.28.25 - Fire Station 79.pdf](#)

 [Attendance Sheet 8.28.25 - Fire Station 89.pdf](#)

IO Ivan Ospinal a month ago



ADDENDA REPORT
IFB No. TS-25-14
Fiber Installation

RESPONSE DEADLINE: September 9, 2025 at 2:00 pm

Tuesday, October 7, 2025

Addenda Issued:

Addendum #1

Aug 21, 2025 10:45 AM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Please be advised that all handholes must include **City of Pembroke Pines handhole markers**. This requirement is to prevent confusion with work performed by other companies within the easements and to ensure easy confirmation of City-owned property.

A reference picture of the required handhole marker is attached for clarification.

Attachments:

· [Handhole Markers](#)

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Allstate Power	X	Sep 9, 2025 9:18 AM	Russ Hindman
Unitec Inc.	X	Sep 2, 2025 2:49 PM	Sophia Escorcia
MIAMI BUSINESS TELEPHONE CORP	X	Sep 8, 2025 1:03 PM	lilibeth collantes

PEMBROKE PINES

KMV FIBERTELECOM INC
SANDRA KARINA VARGAS
10604 NW 48TH ST
CORAL SPRINGS FL 33076
PHONE: 954-937-5239
KARINAV@KVMFIBERTELECOM.COM

The logo for KMV FiberTelecom features a stylized arch of blue and orange dots above the letters "KMV" in a bold, blue, sans-serif font. To the right of "KMV" is the word "FiberTelecom" in a smaller, orange, sans-serif font.

01 OF 14 - COVER SHEET/SITE LOCATION
02 OF 14 - OVERALL MAP
03 OF 14 - CONSTRUCTION NOTES
04 OF 14 TO 06E OF 14 - PLAN VIEWS & PROFILES
07 OF 14 - PHOTOGRAPHS
08 OF 14 TO 11 OF 14 - TYPICAL
12 OF 14 TO 14 OF 14 - MOTs

3				AS-BUILT
2				REVISION # 1
1	052824	KMV	JL	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT



CHECKED BY:	GIULIANO LEON
ENGINEERING FIRM:	KMV FIBERTELECOM INC
PROJECT NUMBER:	KMV-PP-24-001
LOCATION:	19900 PINES BLVD PEMBROKE PINES, FL 33029
DRAWING NAME:	KMV-PP-24-001 - FIRE STATION 79 TO WEST PINES SOCCER FIELD BUILDING 4+24.dwg
CONFIDENTIAL/PROPRIETARY	SHEET: 01 OF 14

811
Know what's below.
Call before you dig.

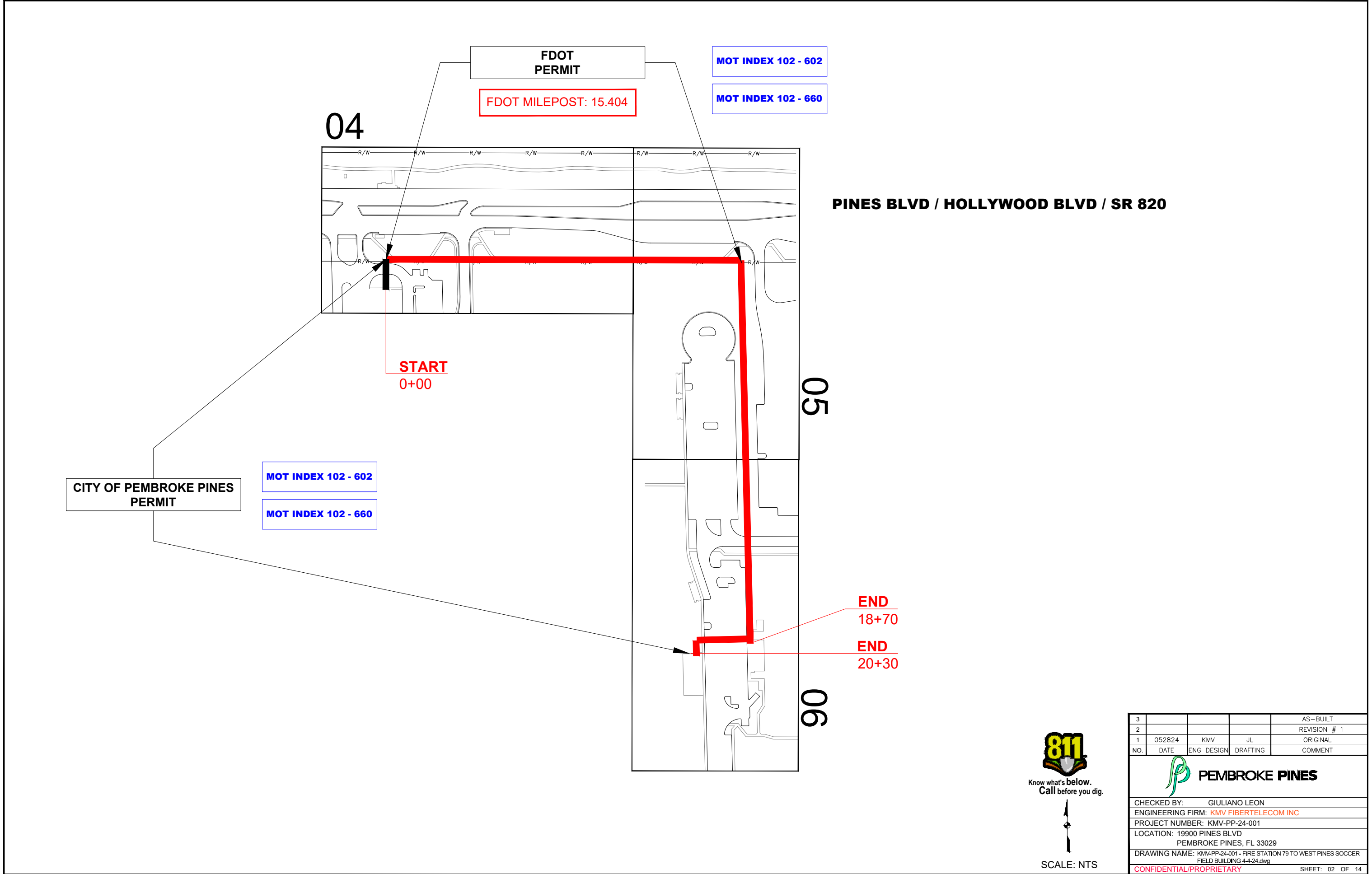
SUMMARY DATA	
JOB DESCRIPTION	FTG
DIRECTIONAL BORE	1900'
HAND TRENCH	10'
EXISTING CONDUIT	90'
HANDHOLE	4

- * CITY OF PEMBROKE PINES
- * FDOT

05/28/2024

TWP : 51S	RNG : 39E	SEC : 14
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PLAT BOOK : -	PAGE : -
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3				AS-BUILT
2				REVISION # 1
1	052824	KMV	JL	ORIGINAL
NO.	DATE	ENG	DESIGN	DRAFTING
				COMMENT
 PEMBROKE PINES				
CHECKED BY: GIULIANO LEON				
ENGINEERING FIRM: KMV FIBERTELECOM INC				
PROJECT NUMBER: KMV-PP-24-001				
LOCATION: 19900 PINES BLVD PEMBROKE PINES, FL 33029				
DRAWING NAME: KMV-PP-24-001 - FIRE STATION 79 TO WEST PINES SOCCER FIELD BUILDING 4-4-24.dwg				
CONFIDENTIAL/PROPRIETARY				SHEET: 02 OF 14

CONSTRUCTION NOTES

TYPICAL UNDERGROUND CONSTRUCTION:

- RESTORE ALL SURFACES TO EQUAL OR BETTER CONDITION.
- CONTRACTOR TO VERIFY ALL MEASUREMENTS AND DISTANCES PRIOR TO CONSTRUCTION.
- CONTRACTOR TO VERIFY LOCATION AND CONDITION OF EXISTING CONDUIT PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
- MAINTAIN A MIN BENDING RADIUS OF 5' ON ALL DUCT CONFIGURATION.
- ANY CHANGES ON PROPOSED RUNNING LINE HAVE TO GET APPROVAL FROM BLUE STREAM CONSTRUCTION MANAGER.

FOR CONSTRUCTION:

- EXTREME CAUTION TO BE TAKEN TO CONTAIN SLURRY AROUND WORK AREAS NEAR WETLANDS TO AVOID ANY WATER QUALITY ISSUES!
- LOCATIONS, ELEVATIONS LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER SITE FEATURES SHOWN ON THE DRAWINGS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. PLEASE CONTACT SUNSHINE STATE ONE-CALL AT 1-800-432-4770
- **CAUTION:** EXISTING UNDERGROUND UTILITIES IN AREA. NO ELEVATION RECORDS FOR EXISTING UTILITIES AVAILABLE. CONTRACTOR SHOULD CONTACT SUNSHINE 811, LOCATE ALL UTILITIES AND VERIFY ALL DEPTHS PRIOR TO CONSTRUCTION

CITY OF PEMBROKE PINES GENERAL NOTES

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- A MINIMUM OF 7.5' OF HORIZONTAL SEPARATION AND A MINIMUM OF 18" OF VERTICAL SEPARATION SHALL BE MAINTAINED TO ALL CITY OF PEMBROKE PINES UTILITIES, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
- ALL CROSSINGS OF THE PROPOSED DIRECTIONAL BORE AND OPEN TRENCH INSTALLATION WITH CITY UTILITIES SHALL BE VERIFIED FOR CONFIRMATION OF MINIMUM VERTICAL SEPARATION REQUIREMENTS BY WAY OF "SOFT DIG" METHODS PRIOR TO THE START OF CONSTRUCTION.
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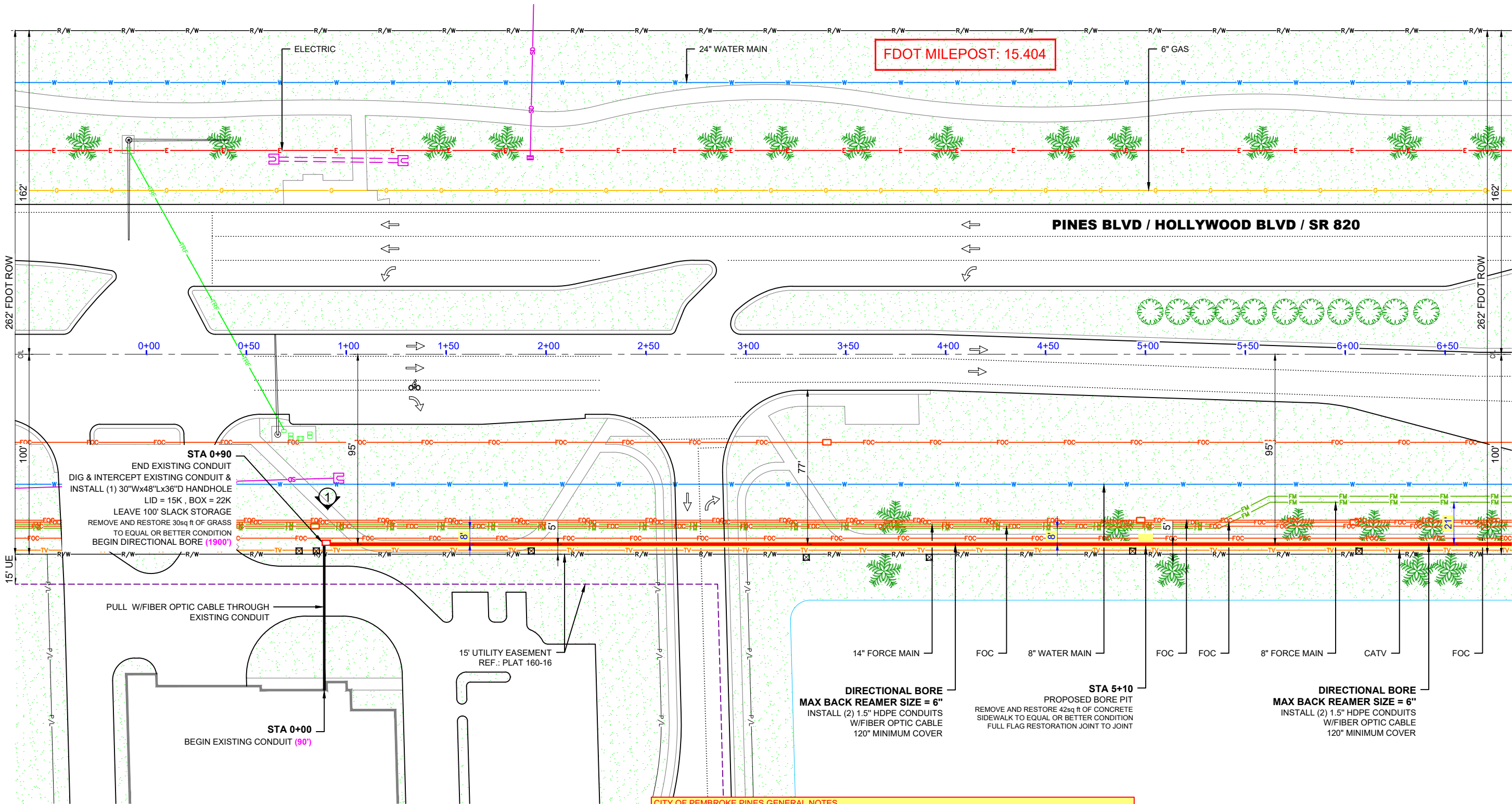
DESIGN TICKET

#xxxxxxxxxxx

FDOT GENERAL NOTES:

- EXISTING F.D.O.T. DRAINAGE SYSTEM SHALL BE PROTECTED AT ALL TIMES BY THE PERMITTEE. ANY DAMAGE TO THE F.D.O.T. DRAINAGE SYSTEM (STRUCTURES OR PIPES) SHALL BE REPAIRED/REPLACED BY THE PERMITTEE AT NO COST TO THE DEPARTMENT.
- EXISTING GAS MAIN SHALL BE PROTECTED AT ALL TIMES DURING EXCAVATION, DRILLING AND CONDUIT INSTALLATION ACTIVITIES. UTILITY GAS COMPANY SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETING AND GIVE WRITTEN CLEARANCE PRIOR TO COMMENCEMENT OF ANY PERMIT OPERATIONS.
- ANY DAMAGE TO CONCRETE SIDEWALK, CURB AND GUTTER, PEDESTRIAN CURB RAMPS, AND TRAFFIC SEPARATORS SHOULD BE RESTORED PER FDOT STANDARDS PLANS INDEX NO. 522-001, 520-001, 522-002, AND 520-020, ADA STANDARDS, AND FDOT STANDARD SPECIFICATION 522. DAMAGED SIDEWALK, CURB AND GUTTER, AND TRAFFIC SEPARATORS SHALL BE RESTORED WITH FULL FLAGS/JOINT TO JOINT AT THE PERMITTEES EXPENSE; PATCHING IS NOT PERMITTED. IMPACTED PEDESTRIAN RAMPS SHALL BE REPLACED COMPLETELY; HANDHOLES MUST NOT BE LOCATED WITHIN PEDESTRIAN RAMPS. MAKE SURE TO FURNISH APPROPRIATE EXPANSION JOINTS PER FDOT STANDARDS PLANS INDEX 350-001. IMPACTED DETECTABLE WARNING SURFACES NEED TO BE RESTORED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NO. 522-002 AND SPECIFICATION 527.
- HANDHOLES AND PULL BOXES SHALL NOT BE INSTALLED WITHIN THE FOOTPRINT OF EXISTING PEDESTRIAN ADA CURB RAMP NEITHER DRIVEWAY ENTRY AREA. REFER TO PPM, VOL. 2, CH. 8, SECTION 8.3.2 REGARDING NONSLIP TOP SURFACE IF THE HAND HOLE IS PROPOSED WITHIN PEDESTRIAN CURB RAMP. DO NOT INSTALL NEW HH AT LEAST 10' FROM ADA CURB RAMPS, FIRE HYDRANTS, BUS BOOTH-BENCHES
- WHERE PEDESTRIAN FACILITIES ARE DETOURED, BLOCKED, OR CLOSED DURING THE WORK, PLEASE ENSURE TO PROVIDE SAFE ALTERNATE ACCESSIBLE ROUTES THROUGH OR AROUND THE WORK ZONE THAT MEETS THE REQUIREMENTS OF THE ADA STANDARDS AND FDOT STANDARD PLAN INDEX 102-660.
- RESTORATION OF SODDING AND TURF SHOULD BE DONE ACCORDING TO FDOT 2023-2024 STANDARD INDEX No 570-001.
- PROVIDE PROTECTION TO THE EXISTING TREES AND AVOID ANY IMPACT TO THE ROOTS. WHEN CONSTRUCTION AFFECTS TREE ROOTS OR CANOPY, PROVIDE TRIMMING PER FDOT STANDARD PLANS INDEX 110-100.
- PROVIDE APPROPRIATE EROSION CONTROL DEVICES DURING CONSTRUCTION.
- LANDSCAPING, TREES, SOD SHALL BE REPLACED AT THE COST OF THE PERMITTEE
- THE CONTRACTOR SHALL COORDINATE WITH BROWARD COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW), TRAFFIC SIGNALS & SIGNS DIVISION AT LEAST 5 WORKING DAYS PRIOR TO ANY WORK DONE AT SIGNALIZED INTERSECTIONS , WHICH EITHER CLOSE ANY LANES, NEED CHANGES IN THE SIGNAL OPERATION OF TIMING, DAMAGE OR HINDER ANY SIGNAL SENSOR, OR DAMAGE ANY CABLE OR SIGNAL EQUIPMENT .
- PERMITTEE IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND FACILITIES PRIOR TO DIRECTIONAL DRILLING/TRENCH WORK AND ASSUMES ALL RESPONSIBILITY FOR ANY DAMAGE DONE TO UNDERGROUND FACILITIES AND ABOVE GROUND FACILITIES. DIRECTIONAL BORING SHALL BE CONDUCTED ACCORDING TO LATEST SECTION 555 OF FDOT'S STANDARD SPECIFICATIONS AND 3.16.9.1 OF THE 2017 U.A.M. OPEN TRENCH SHALL BE CARRIED OUT PER 3.16.4. OF 2017 U.A.M
- CONDUIT INSTALLATION SHALL ADHERE TO THE LATEST FDOT STANDARD PLANS INDEX NO. 630-001
- ACCORDING TO SECTION 3.10 OF 2017 U.A.M. WHEN UNDERGROUND AND AERIAL UTILITIES OCCUPY THE SAME ROADSIDE, UNDERGROUND UTILITIES SHALL NOT BE PLACED WITHIN THREE (3) FEET OF THE R/W LINE.
- DAMAGED SIDEWALK, CURB AND GUTTER, AND TRAFFIC SEPARATORS SHALL BE RESTORED WITH FULL FLAGS/JOINT TO JOINT AT THE PERMITTEES EXPENSE; PATCHING IS NOT PERMITTED. RESTORATION SHALL MATCH EXISTING CONCRETE PATTERN, PAVERS, AND COLOR. IMPACTED PEDESTRIAN RAMPS AND DRIVEWAYS SHALL BE REPLACED COMPLETELY. INCLUDE 1 FOOT OF LEVEL EMBANKMENT FOR EROSION AND ENSURE TO NOT CREATE ANY DROP OFF HAZARDS AS SHOWN ON FDM FIGURE 222.4.1. IMPACTED DETECTABLE WARNING SURFACES NEED TO BE RESTORED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NO. 522-002 AND SPECIFICATION 527
- PROPOSED HANDHOLES MUST ADHERE TO LATEST FDOT STANDARD PLANS INDEX NO. 635-001". ENSURE ALL HANDHOLE LIDS ON SIDEWALK ARE FLUSH AND ADA COMPLIANT. MAINTAIN THE TEMPORARY PATCHES AROUND THE HANDHOLE BOX EDGES AND/OR ANYWHERE ELSE WHERE SIDEWALK HAS BEEN IMPACTED/DAMAGED BY THE DB WORK OR UTILITY INSTALLATION, SO IT PROVIDES A SMOOTH -ALL WEATHER SURFACES ALWAYS. ONCE THE HANDHOLE IS INSTALLED THE LID MUST BE KEPT IN PLACE, BOLTED, AND SECURED.
- TEMPORARY BARRIERS FOR PEDESTRIAN DETOURS MUST COMPLY WITH THE LATEST FDOT STANDARD PLANS INDEX NO. 102-100.
- RESTORATION OF SODDING AND TURF SHOULD BE DONE ACCORDING TO FDOT 2023-24 DESIGN STANDARDS INDEX 570-010.
- PERMITTEE MUST TAKE PICTURES OF THE EXISTING STREET LIGHTNING SYSTEM WORKING-DURING NIGHT-TIME-WITHIN THE LIMITS OF THIS PROPOSED JOB PRIOR TO BEGIN SAID WORK. TO AVOID FUTURE DISPUTE ABOUT UNFORESEEN DAMAGES TO THE LIGHTNING SYSTEM.
- CONTAMINATED SITES LOCATED WITHIN A 500-FOOT RADIUS OF THE PROJECT AREA THAT COULD IMPACT THE FDOT ROW HAVE BEEN IDENTIFIED. THE PERMITTEE SHALL ASSURE THAT ANY ACTIONS CARRIED OUT ARE IN ACCORDANCE WITH ALL ENVIRONMENTAL REGULATORY REQUIREMENTS.
- ANY ABOVEGROUND FEATURES THAT MAY BE IMPACTED BY PROPOSED WORK MUST BE IDENTIFIED TO BE ADJUSTED/RELOCATED/REPLACED. IF SIGNS ADD ARE DAMAGED, THESE MUST BE REPLACED ACCORDING THE LATEST FDOT STANDARD PLANS INDEX NO. 700-101. ENSURE LATERAL OFFSET AND CLEAR ZONE STANDARDS ARE BEING ADHERED TO.

3				AS-BUILT
2				REVISION # 1
1	052824	KMV	JL	ORIGINAL
NO.	DATE	ENG	DESIGN	DRAFTING
				COMMENT
 PEMBROKE PINES				
CHECKED BY: GIULIANO LEON				
ENGINEERING FIRM: KMV FIBERTELECOM INC				
PROJECT NUMBER: KMV-PP-24-001				
LOCATION: 19900 PINES BLVD PEMBROKE PINES, FL 33029				
DRAWING NAME: KMV-PP-24-001 - FIRE STATION 79 TO WEST PINES SOCCER FIELD BUILDING 4-4-24.dwg				
CONFIDENTIAL/PROPRIETARY			SHEET: 03 OF 14	



PLAN VIEW

SCALE: 1"=50'

DITCH WITCH JT20 - SPECS
ENTRY ANGLE 10-14°
BEND RADIUS, MIN 107FT
MIN DEPTH 3' 3"

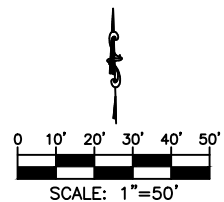
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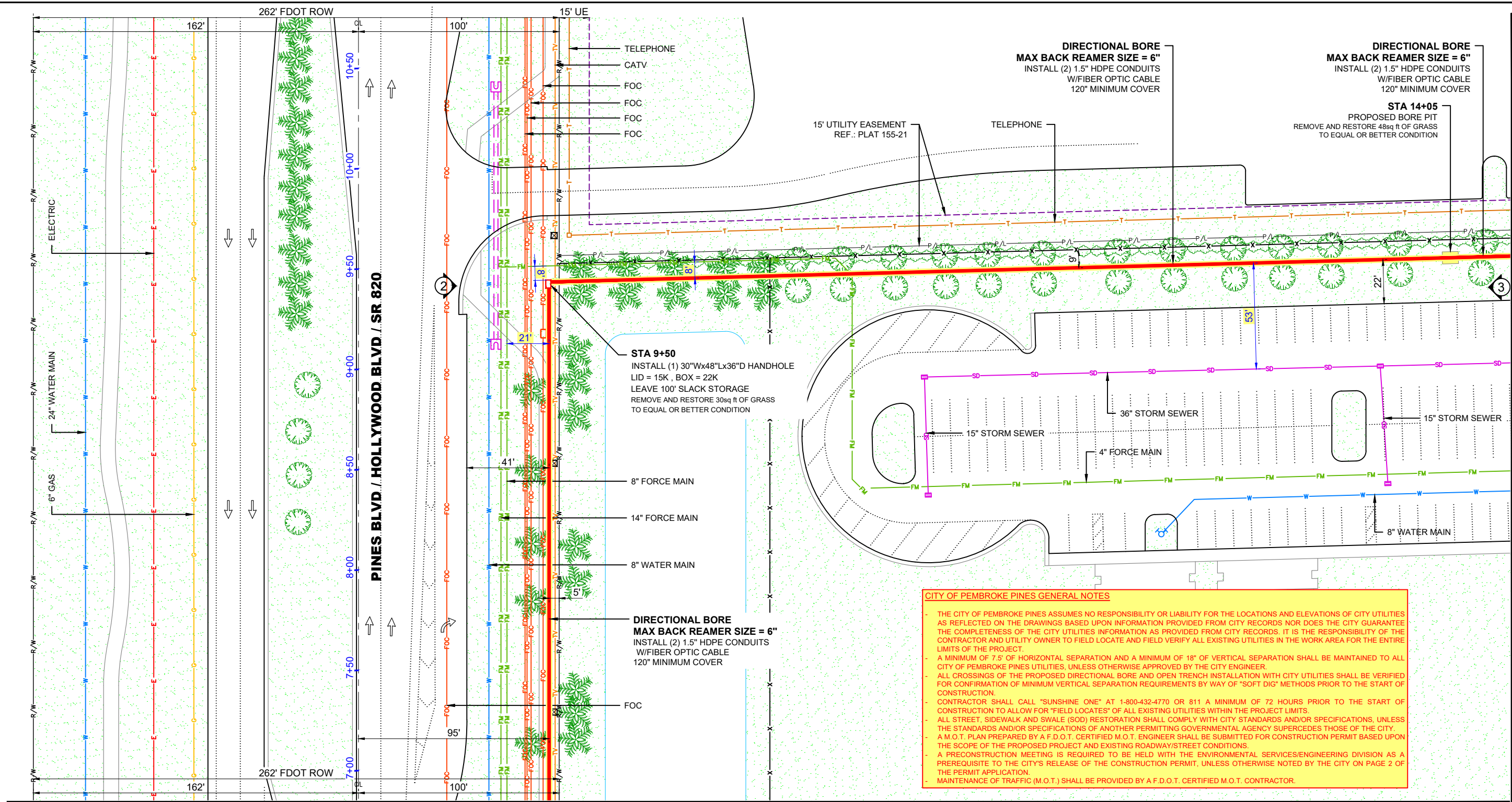


Know what's below.
Call before you dig.



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CONFIDENTIAL/PROPRIETARY				
SHEET: 04 OF 14				

MATCH TO SHEET 05 - STA 6+90



PLAN VIEW

SCALE: 1"=50'

DITCH WITCH JT20 - SPECS
ENTRY ANGLE 10-14°
BEND RADIUS, MIN 107FT
MIN DEPTH 3' 3"

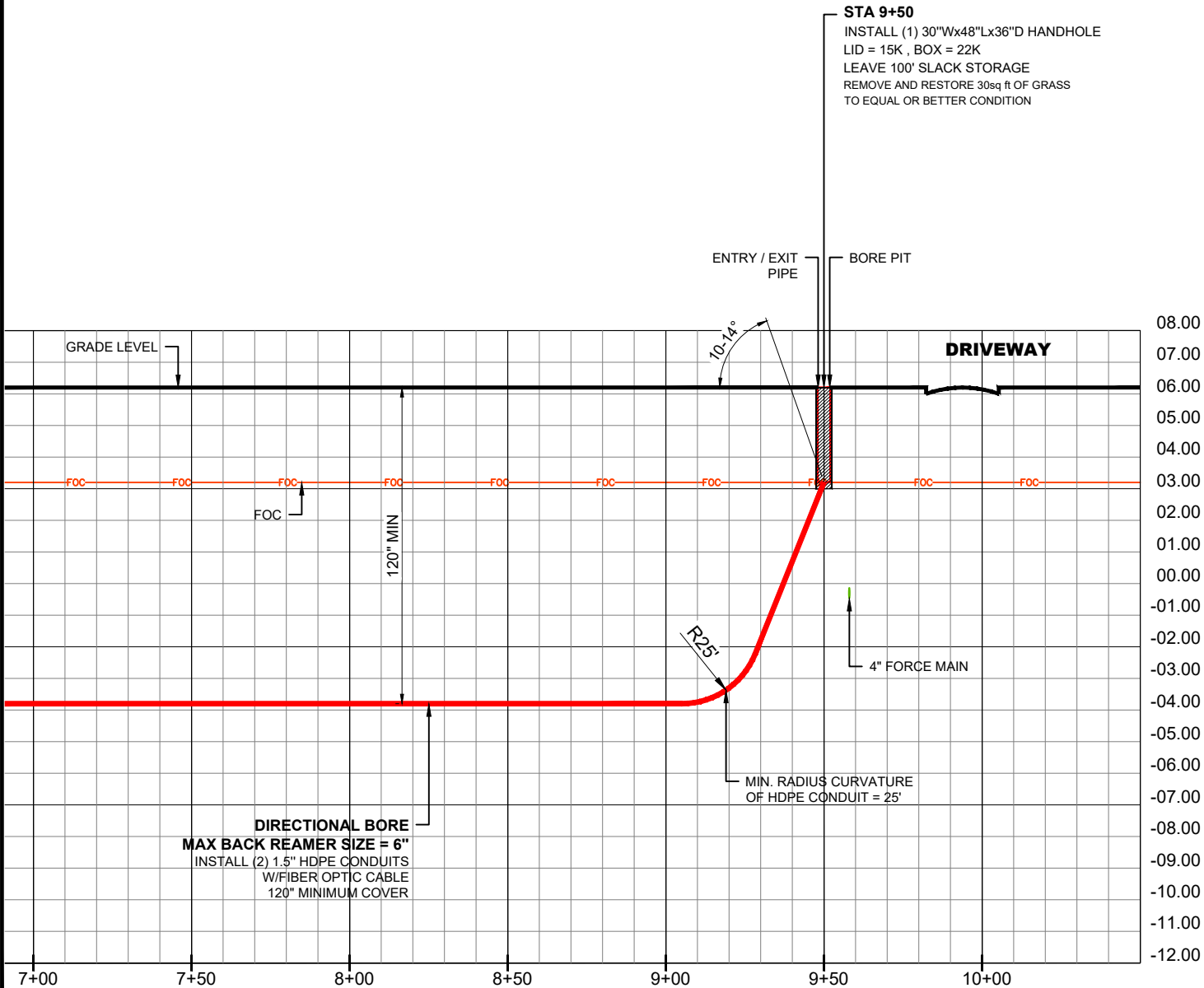
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FDOT MILEPOST: 15.404



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MATCH TO SHEET 04B - STA 6+90



PROFILE - PINES BLVD / HOLLYWOOD BLVD / SR 820 (LOOKING NORTH)

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

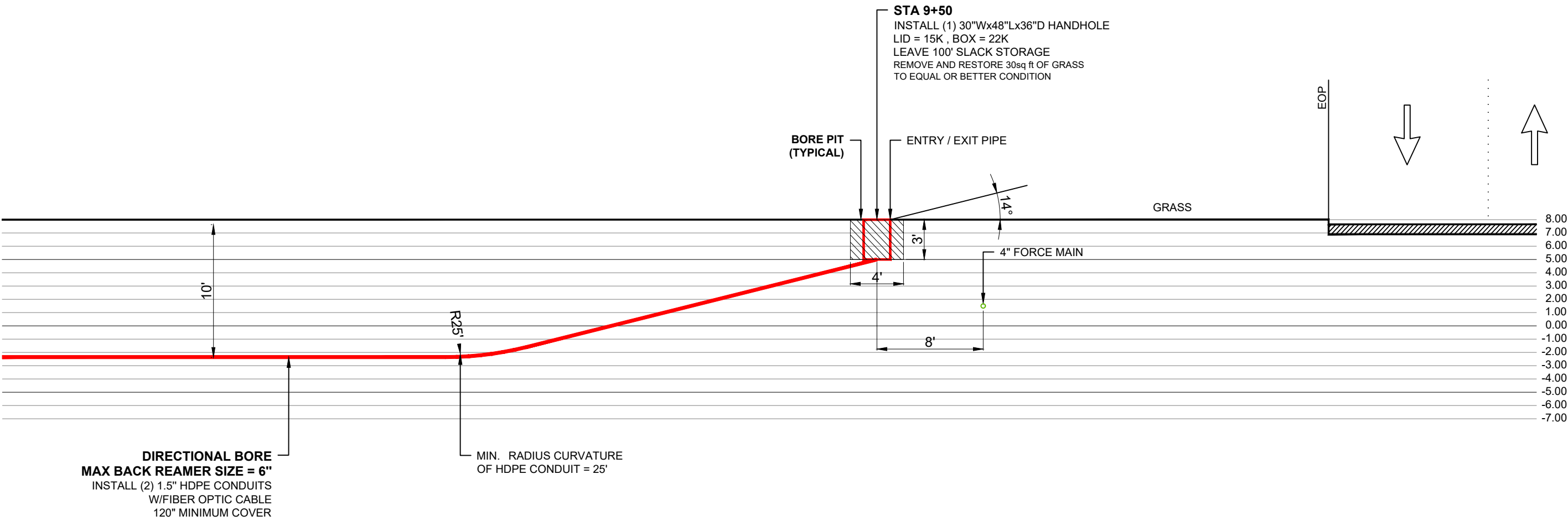
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**RECORD ON UTILITY PLANS
CONSTRUCTION CONTRACTOR
SHALL CALL LOCATES AND SOFT DIG TO DETERMINE
UTILITY ELEVATION BEFORE CONSTRUCTION.**

**DITCH WITCH JT20 - SPECS
ENTRY ANGLE 10-14°
BEND RADIUS, MIN 107FT
MIN DEPTH 3' 3"**



3				AS-BUILT
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PROFILE - PINES BLVD / HOLLYWOOD BLVD / SR 820 (LOOKING NORTH)

HORIZONTAL : 1"=8'
VERTICAL : 1"=1'

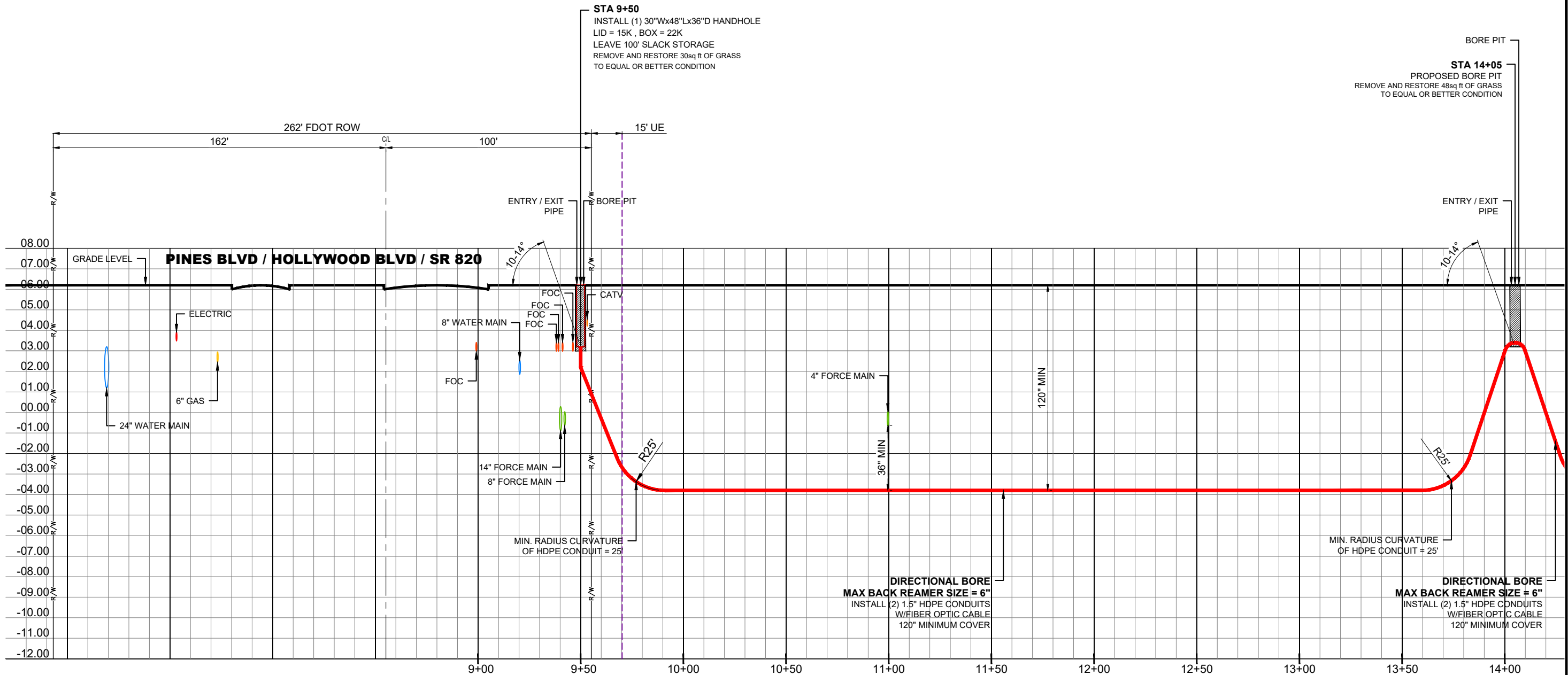
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PROFILE - (LOOKING EAST)

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VERTICAL SCALE: 1"=5'

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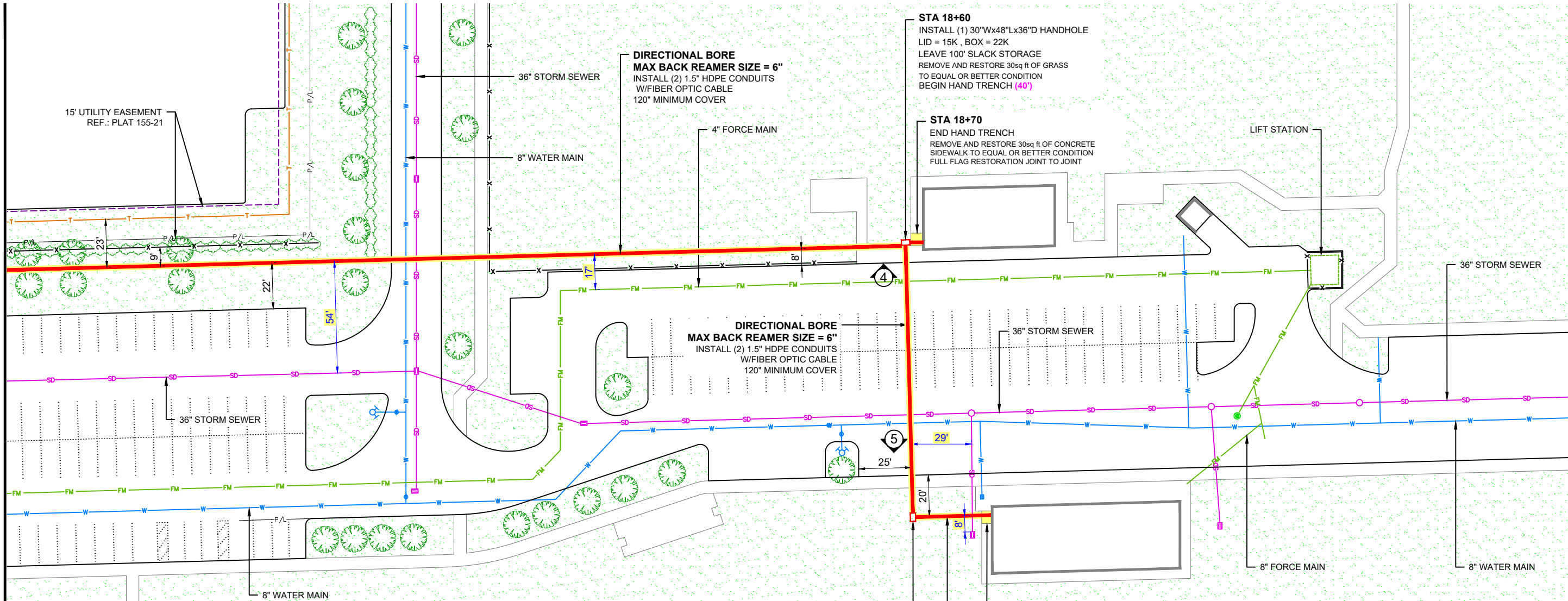
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MATCH TO SHEET 05 - STA 14+30



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STA 18+60
INSTALL (1) 30"Wx48"Lx36"D HANDHOLE
LID = 15K , BOX = 22K
LEAVE 100' SLACK STORAGE
REMOVE AND RESTORE 30sq ft OF GRASS
TO EQUAL OR BETTER CONDITION
BEGIN HAND TRENCH (40')

STA 18+70
END HAND TRENCH
REMOVE AND RESTORE 30sq ft OF CONCRETE
SIDEWALK TO EQUAL OR BETTER CONDITION
FULL FLAG RESTORATION JOINT TO JOINT

DIRECTIONAL BORE
MAX BACK REAMER SIZE = 6"
INSTALL (2) 1.5" HDPE CONDUITS
W/FIBER OPTIC CABLE
120" MINIMUM COVER

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MAX BACK REAMER SIZE = 6"
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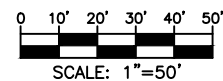
STA 19+90
END DIRECTIONAL BORE
INSTALL (1) 30"Wx48"Lx36"D HANDHOLE
LID = 15K , BOX = 22K
LEAVE 100' SLACK STORAGE
BEGIN HAND TRENCH (40')

HAND TRENCH
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STA 20+30
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SIDEWALK TO EQUAL OR BETTER CONDITION
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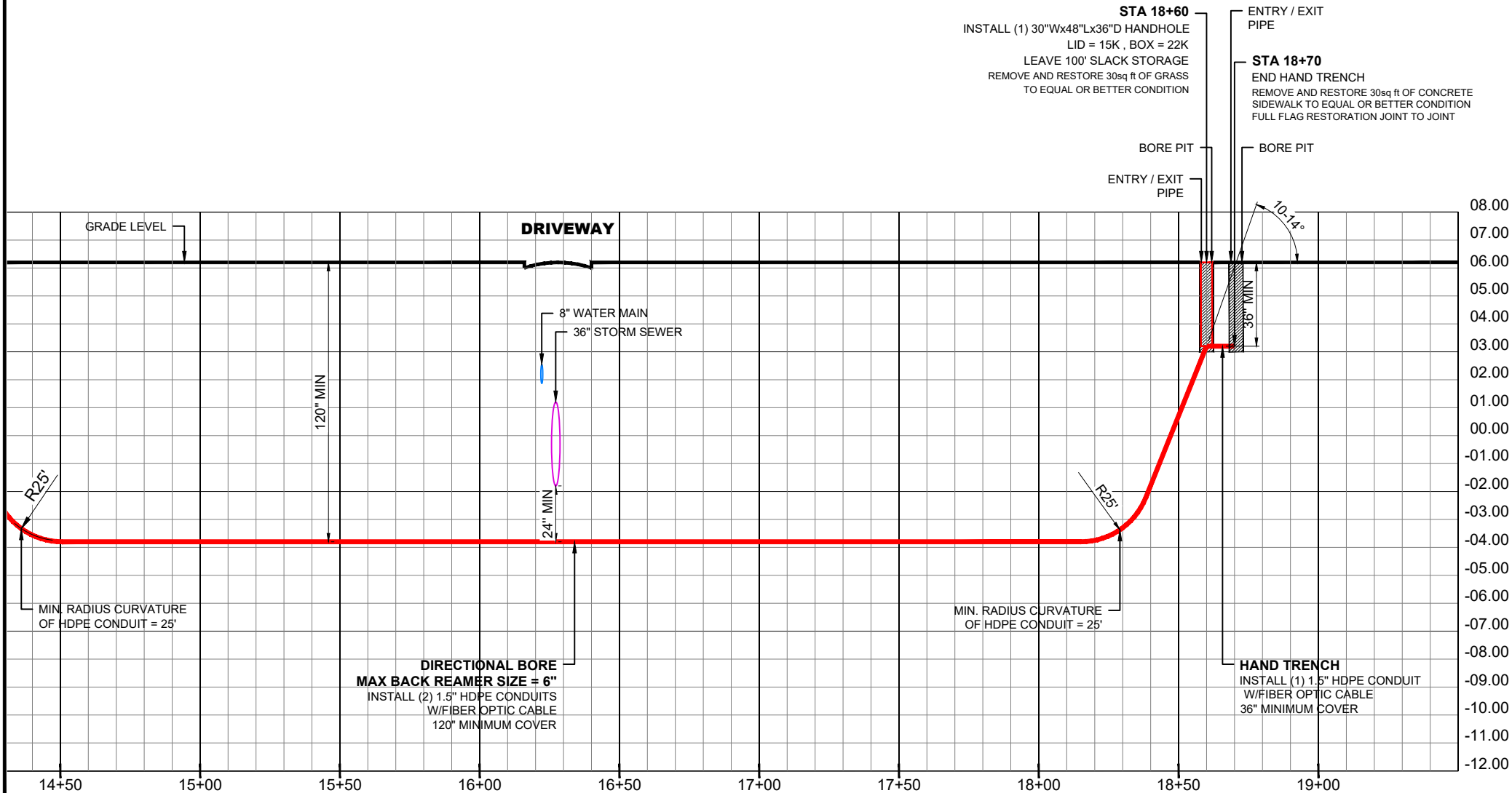


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				SHEET: 06 OF 14

MATCH TO SHEET 05B - STA 14+30



PROFILE - (LOOKING EAST)

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

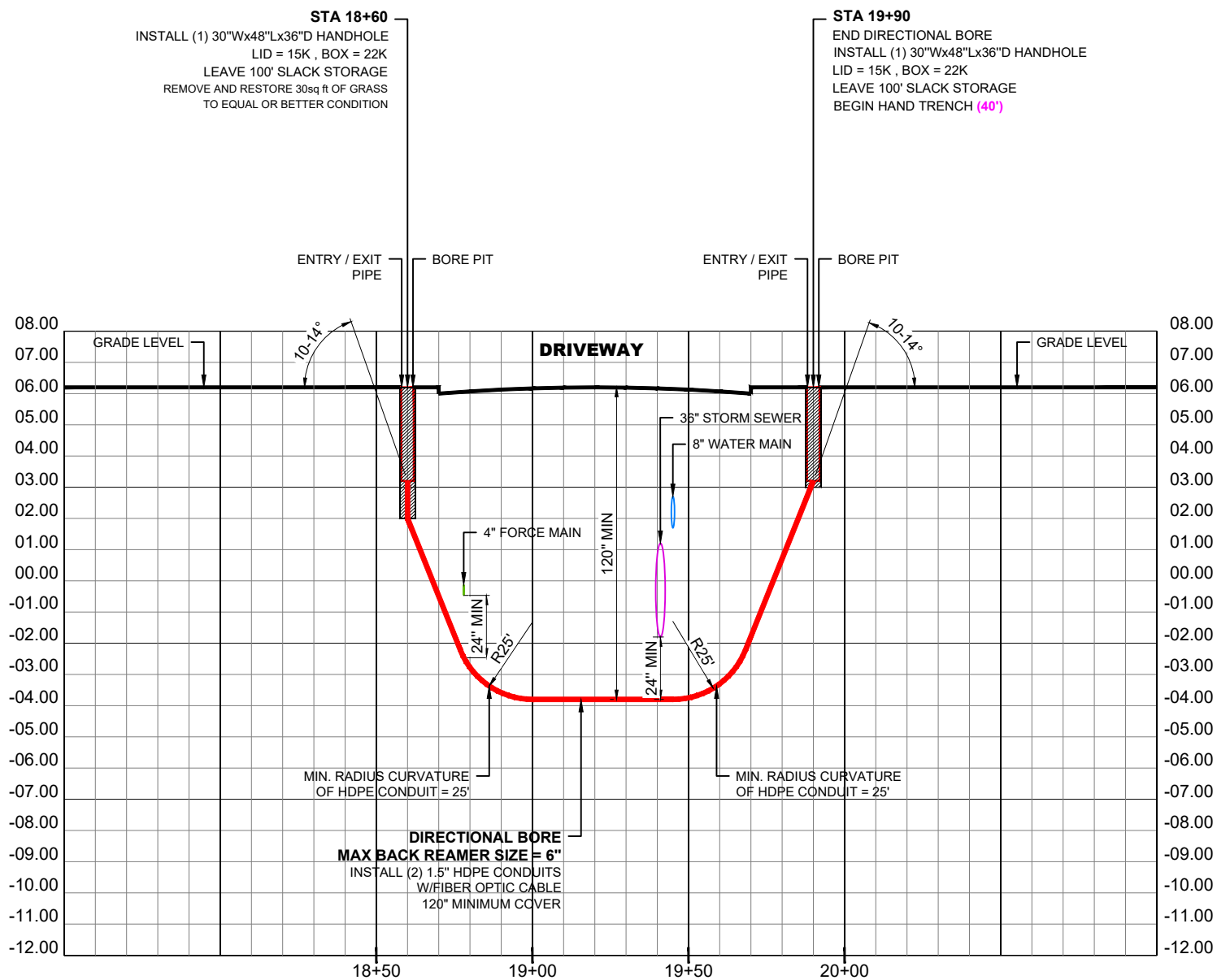
NOTE: AS A CONDITION OF PERMIT, ALL CROSSINGS OF THE PROPOSED DIRECTIONAL BORE AND/OR OPEN TRENCH INSTALLATION WITH CITY UTILITIES SHALL BE VERIFIED FOR CONFIRMATION OF MINIMUM VERTICAL SEPARATION REQUIREMENTS BY WAY "SOFT DIG" AND/OR EXCAVATION METHODS PRIOR TO THE START OF CONSTRUCTION.
*USE EXTREME CAUTION WHEN EXCAVATING NEAR WATER AND SEWER SERVICES.

**RECORD ON UTILITY PLANS
CONSTRUCTION CONTRACTOR
SHALL CALL LOCATES AND SOFT DIG TO DETERMINE
UTILITY ELEVATION BEFORE CONSTRUCTION.**

**DITCH WITCH JT20 - SPECS
ENTRY ANGLE 10-14°
BEND RADIUS, MIN 107FT
MIN DEPTH 3' 3"**



3				AS-BUILT
2				REVISION # 1
1	052824	KMV	JL	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
CHECKED BY: GIULIANO LEON				
ENGINEERING FIRM: KMV FIBERTELECOM INC				
PROJECT NUMBER: KMV-PP-24-001				
LOCATION: 19900 PINES BLVD PEMBROKE PINES, FL 33029				
DRAWING NAME: KMV-PP-24-001 - FIRE STATION 79 TO WEST PINES SOCCER FIELD BUILDING 4-4-24.dwg				
CONFIDENTIAL/PROPRIETARY				SHEET: 06A OF 14



PROFILE - (LOOKING SOUTH)

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

NOTE: AS A CONDITION OF PERMIT, ALL CROSSINGS OF THE PROPOSED DIRECTIONAL BORE AND/OR OPEN TRENCH INSTALLATION WITH CITY UTILITIES SHALL BE VERIFIED FOR CONFIRMATION OF MINIMUM VERTICAL SEPARATION REQUIREMENTS BY WAY "SOFT DIG" AND/OR EXCAVATION METHODS PRIOR TO THE START OF CONSTRUCTION.
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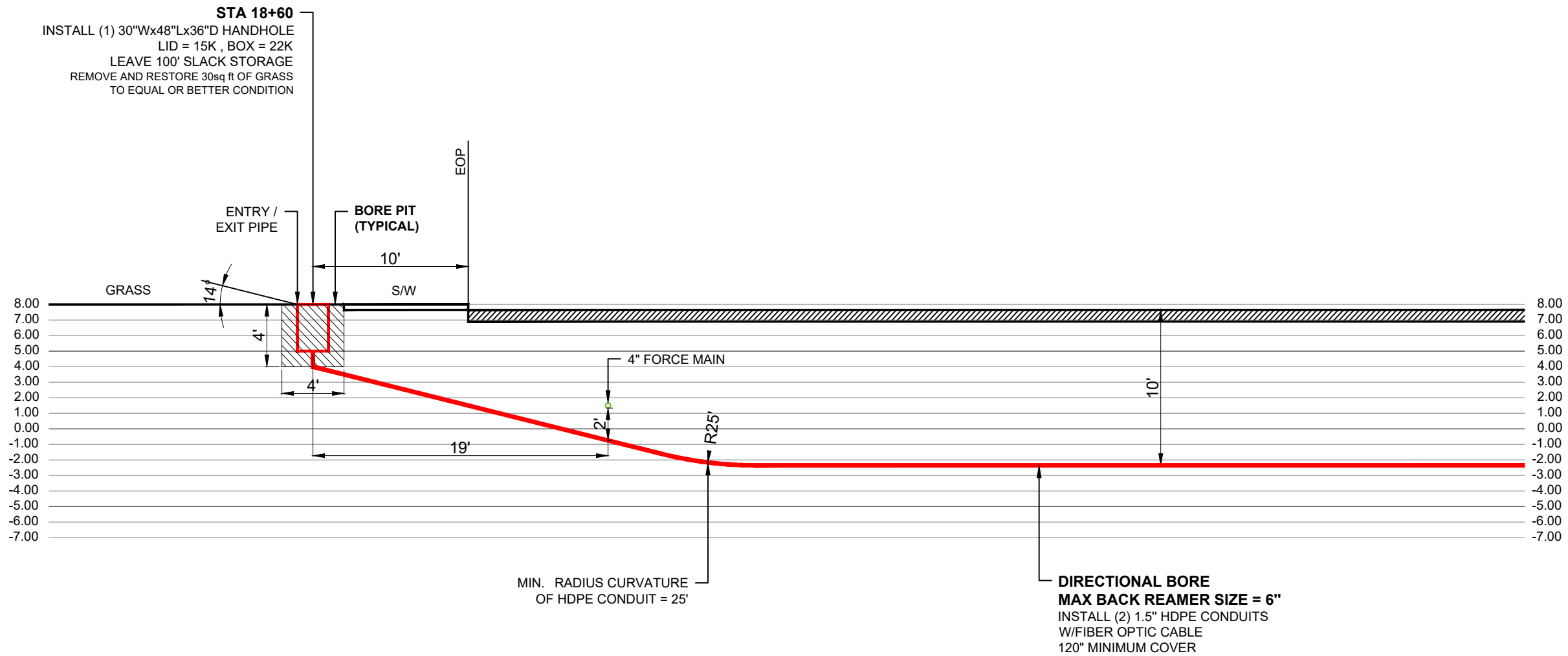
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**DITCH WITCH JT20 - SPECS
ENTRY ANGLE 10-14°
BEND RADIUS, MIN 107FT
MIN DEPTH 3' 3"**



Know what's below.
Call before you dig.

3				AS-BUILT
2				REVISION # 1
1	052824	KMV	JL	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
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CONFIDENTIAL/PROPRIETARY				
SHEET: 06B OF 14				



PROFILE - (LOOKING SOUTH)

HORIZONTAL : 1"=8'
VERTICAL : 1"=1'

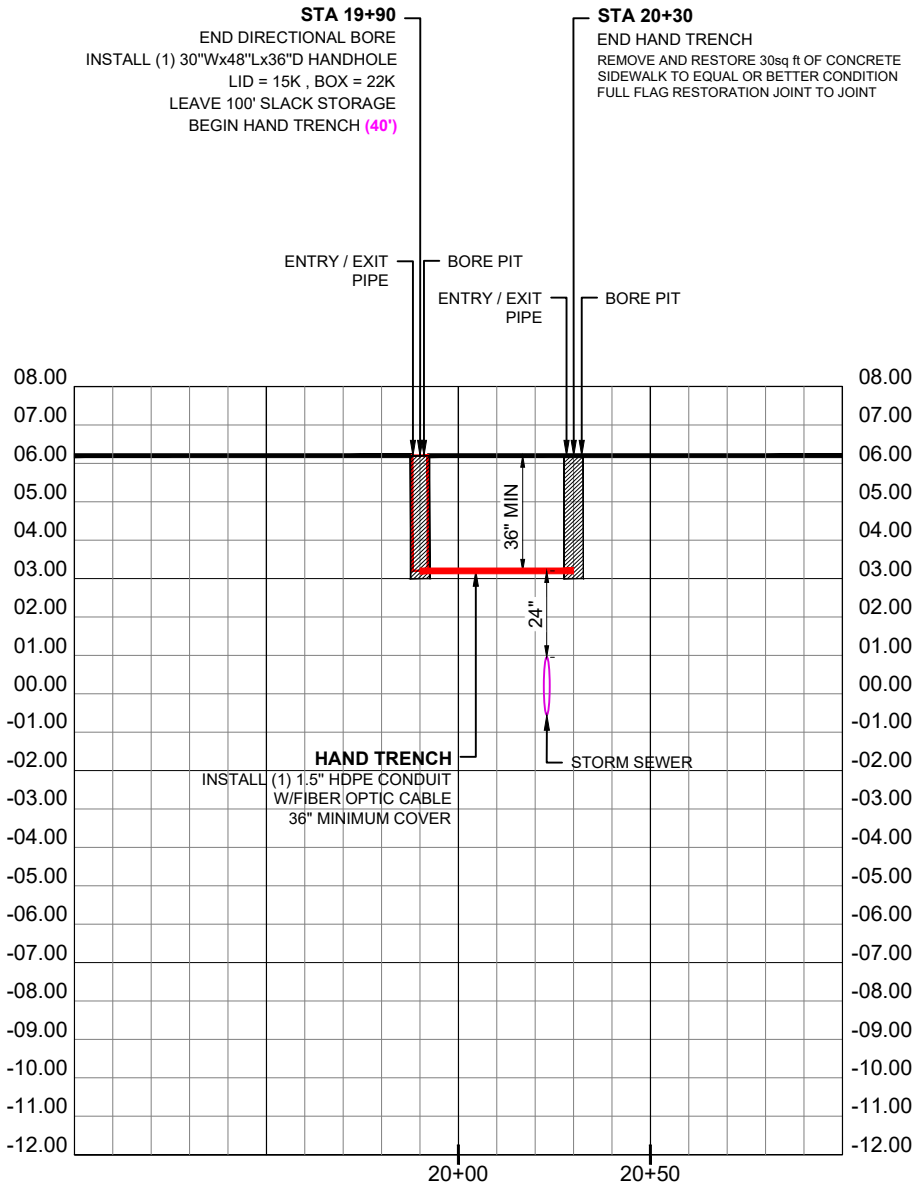
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DITCH WITCH JT20 - SPECS
ENTRY ANGLE 10-14°
BEND RADIUS, MIN 107FT
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CONFIDENTIAL/PROPRIETARY SHEET: 06C OF 14				



PROFILE - (LOOKING EAST)

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

NOTE: AS A CONDITION OF PERMIT, ALL CROSSINGS OF THE PROPOSED DIRECTIONAL BORE AND/OR OPEN TRENCH INSTALLATION WITH CITY UTILITIES SHALL BE VERIFIED FOR CONFIRMATION OF MINIMUM VERTICAL SEPARATION REQUIREMENTS BY WAY "SOFT DIG" AND/OR EXCAVATION METHODS PRIOR TO THE START OF CONSTRUCTION.
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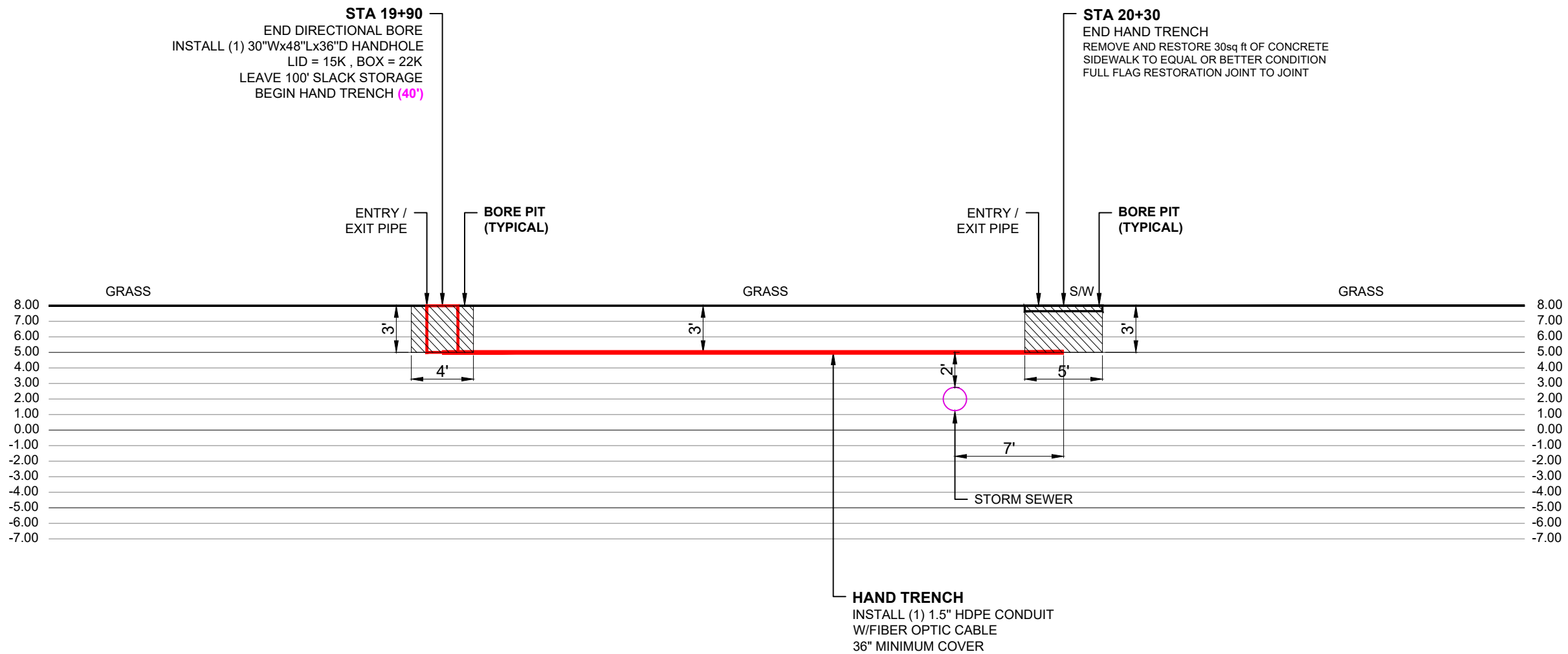
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**DITCH WITCH JT20 - SPECS
ENTRY ANGLE 10-14°
BEND RADIUS, MIN 107FT
MIN DEPTH 3' 3"**



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Call before you dig.

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CONFIDENTIAL/PROPRIETARY				SHEET: 06D OF 14



PROFILE - (LOOKING EAST)

HORIZONTAL : 1"=8'
VERTICAL : 1"=1'

NOTE: AS A CONDITION OF PERMIT, ALL CROSSINGS OF THE PROPOSED DIRECTIONAL BORE AND/OR OPEN TRENCH INSTALLATION WITH CITY UTILITIES SHALL BE VERIFIED FOR CONFIRMATION OF MINIMUM VERTICAL SEPARATION REQUIREMENTS BY WAY "SOFT DIG" AND/OR EXCAVATION METHODS PRIOR TO THE START OF CONSTRUCTION.
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**DITCH WITCH JT20 - SPECS
ENTRY ANGLE 10-14°
BEND RADIUS, MIN 107FT
MIN DEPTH 3' 3"**



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2				REVISION # 1
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CONFIDENTIAL/PROPRIETARY				SHEET: 06E OF 14

PHOTOGRAPHS

STA 0+90
END EXISTING CONDUIT
DIG & INTERCEPT EXISTING CONDUIT &
INSTALL (1) 30"Wx48"Lx36"D HANDHOLE
LID = 15K , BOX = 22K
LEAVE 100' SLACK STORAGE
REMOVE AND RESTORE 30sq ft OF GRASS
TO EQUAL OR BETTER CONDITION
BEGIN DIRECTIONAL BORE (1900')



STA 0+90 INSTALL PEMBROKE PINES HANDHOLE

1
04

STA 9+50
INSTALL (1) 30"Wx48"Lx36"D HANDHOLE
LID = 15K , BOX = 22K
LEAVE 100' SLACK STORAGE
REMOVE AND RESTORE 30sq ft OF GRASS
TO EQUAL OR BETTER CONDITION



STA 9+50 INSTALL PEMBROKE PINES HANDHOLE

2
05

STA 14+05
PROPOSED BORE PIT
REMOVE AND RESTORE 48sq ft OF GRASS
TO EQUAL OR BETTER CONDITION



STA 14+05 PROPOSED BORE PIT

3
05

STA 18+60
INSTALL (1) 30"Wx48"Lx36"D HANDHOLE
LID = 15K , BOX = 22K
LEAVE 100' SLACK STORAGE
REMOVE AND RESTORE 30sq ft OF GRASS
TO EQUAL OR BETTER CONDITION



STA 18+60 INSTALL PEMPROKE PINES HANDHOLE

4
06

STA 19+90
END DIRECTIONAL BORE
INSTALL (1) 30"Wx48"Lx36"D HANDHOLE
LID = 15K , BOX = 22K
LEAVE 100' SLACK STORAGE
BEGIN HAND TRENCH (40')



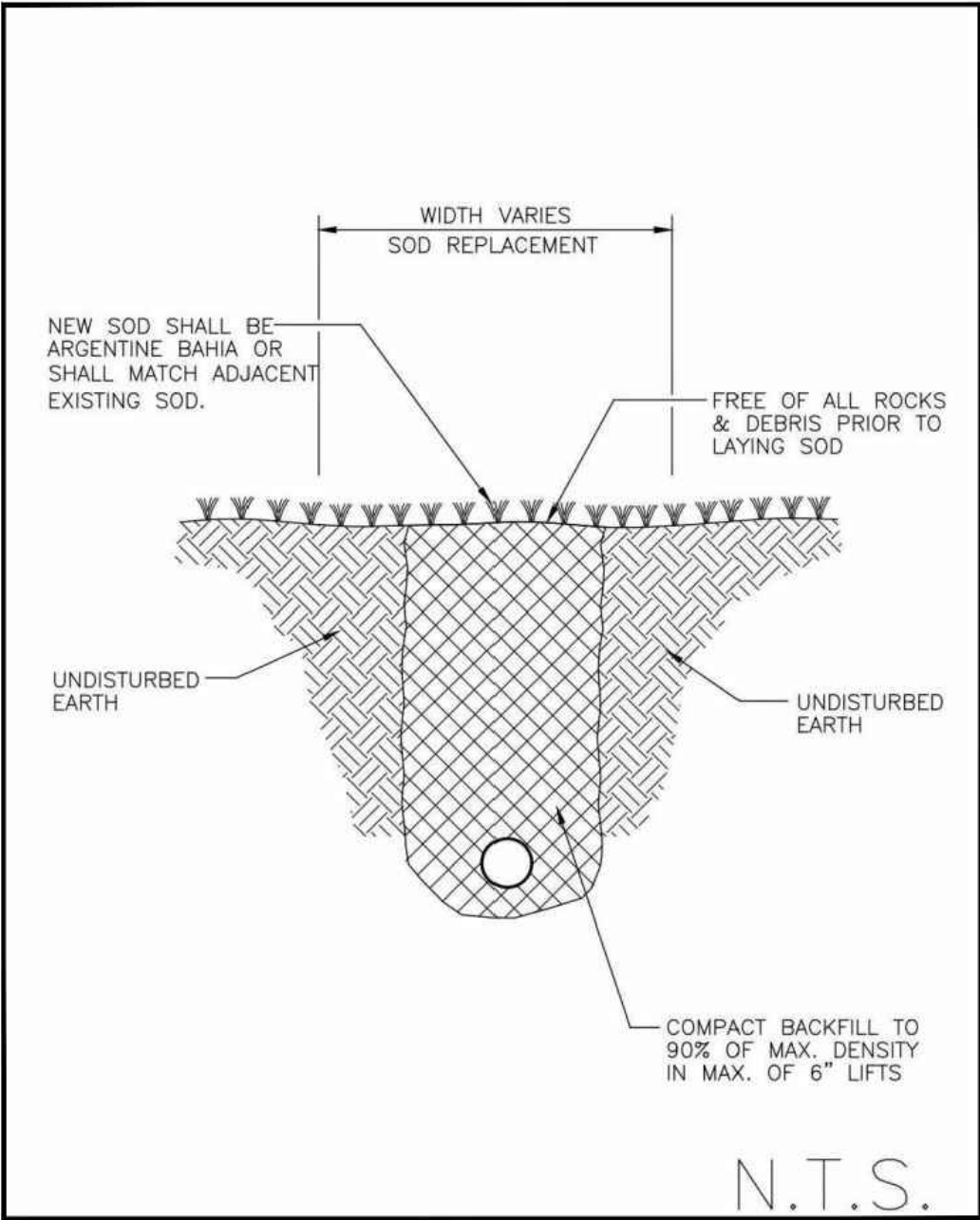
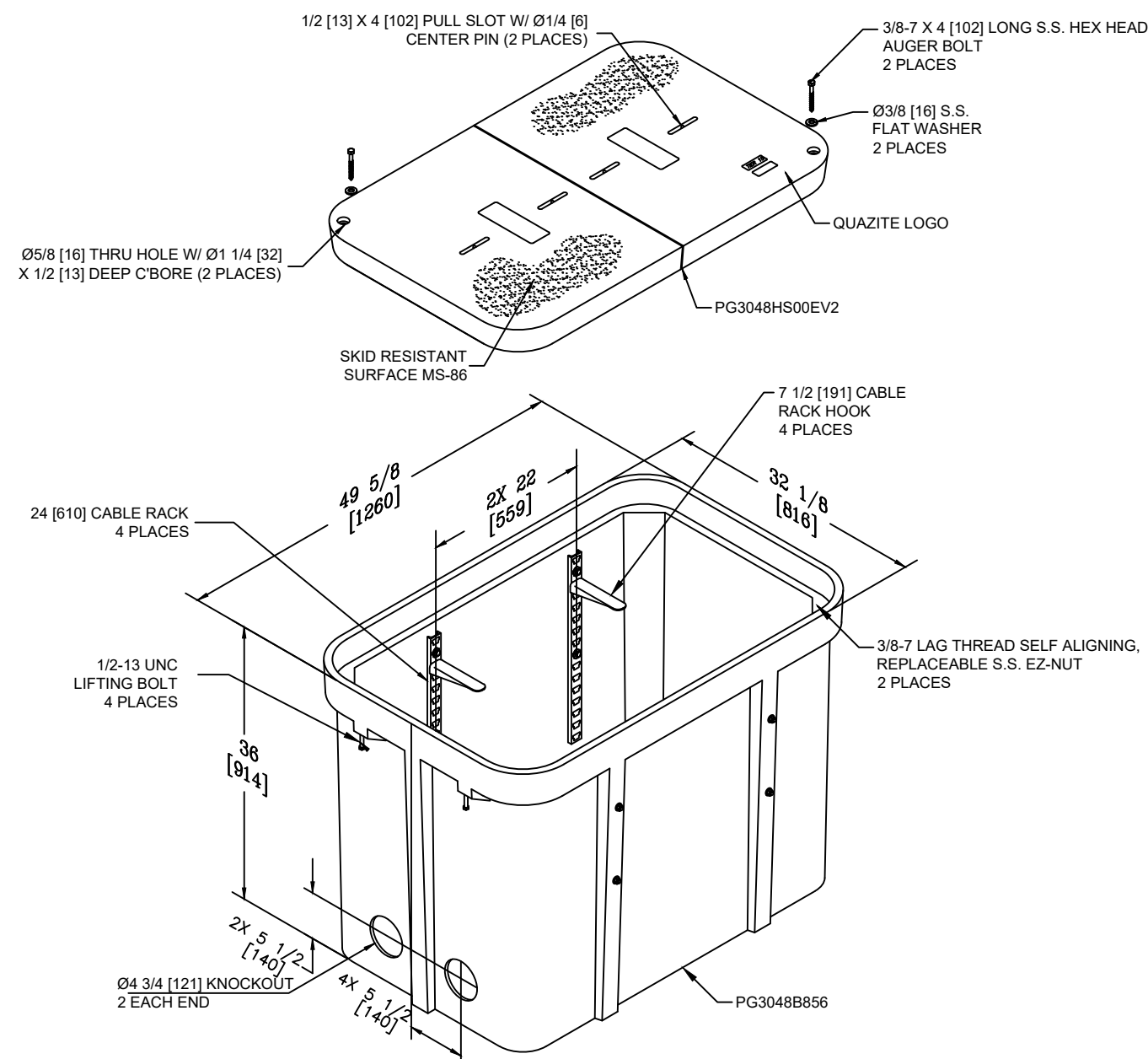
STA 20+50 INSTALL PEMBROKE PINES HANDHOLE

5
06

3				AS-BUILT
2				REVISION # 1
1	052824	KMV	JL	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
				
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CONFIDENTIAL/PROPRIETARY				
SHEET: 07 OF 14				

TYPICAL

BORE PIT RESTORATION DETAIL



TYPICAL DETAIL - # 2

QUAZITE 30X48X36 ASSEMBLY
W/(4) 24" CABLE RACKS
& (4) 7 1/2" HOOKS
TIER 22 (15K DESIGN LOAD/ 22.5 TEST LOAD)
PG3048Z987EV2

3				AS-BUILT
2				REVISION # 1
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CONFIDENTIAL/PROPRIETARY				
SHEET: 08 OF 14				

JR20 DIRECTIONAL DRILL SPECIFICATIONS

JT20 DIRECTIONAL DRILL

OPERATION

	U.S.	METRIC
Spindle speed, max	210 rpm	
Spindle torque, max	2,200 ft.-lb.	2980 N-m
Carriage thrust travel speed	140 fpm	43 m/min
Carriage thrust pullback travel speed	140 fpm	43 m/min
Thrust force	17,000 lb.	75.6 kN
Pullback force	20,000 lb.	89 kN
Bore diameter	4 in.	102 mm
Ground travel speed		
Forward/reverse	3.2 mph	5.2 km/h

POWER (TIER 4) (HRC)

Engine	Deutz TD0.9L4	
Fuel	Diesel	
Cooling medium	Liquid	
Injection	Direct	
Aspiration	Turbocharged	
Number of cylinders	4	
Displacement	177 in ³	2.9 L
Bore	3.62 in	92 mm
Stroke	4.33 in	110 mm
Manufacturer's gross power rating	74 hp	55 kW
Rated speed	2,600 rpm	
Emissions compliance	EPA Tier 4	EU Stage IIIB

POWER (TIER 4) (LRC)

Engine	Deutz TD2.9L4	
Fuel	Diesel	
Cooling medium	Liquid	
Injection	Direct	
Aspiration	Turbocharged	
Number of cylinders	4	
Displacement	177 in ³	2.9 L
Bore	3.62 in	92 mm
Stroke	4.33 in	110 mm
Manufacturer's gross power rating	74 hp	55 kW
Rated speed	2,600 rpm	
Emissions compliance	EPA Tier 4	EU Stage II A

DIMENSIONS

	U.S.	METRIC
Length	207 in.	5.26 m
Width	51.5 in.	1.31 m
Height	90 in.	2.29 m
Weight w/pipe	11,890 lb.	5398 kg
Entry angle	10-14°	
Angle of approach	18°	
Angle of departure	18°	

DRILLING FLUID SYSTEM (ONBOARD)

Pressure, max	1,000 psi	69 bar
Flow, max	35 gpm	132 L/min

FLUID CAPACITIES

Hydraulic reservoir	19 gal.	72 L
Fuel tank	30 gal.	114 L
Engine oil w/filter	8.5 qt.	8 L
Engine cooling system	4.6 gal.	17 L

POWER PIPE® HD

Length of drill pipe, nominal	120 in.	3.05 m
Diameter of drill pipe, tool joint end	2.63 in.	66.8 mm
Diameter of drill pipe	2.66 in.	67.3 mm
Bend radius, min	107 ft.	32 m
Weight of drill pipe, lined	67 lb.	30.4 kg

POWER PIPE FORGED HD

Length	120 in.	3.05 m
Diameter of drill pipe, tool joint end	2.5 in.	63.5 mm
Diameter of drill pipe	2.10 in.	53.3 mm
Bend radius, min	109 ft.	33.2 m

POWER PIPE FORGED HDX

Length	120 in.	3.05 m
Diameter of tool joint	2.63 in.	66.8 mm
Diameter of drill pipe	2.38 in.	60.5 mm
Bend radius, min	123 ft.	37.5 m

BATTERY

SAE reserve capacity rating	195 min.
SAE cold crank rating (30°F (-18°C))	950 amps

Specifications are general and subject to change without notice. If exact measurements are required, equipment should be weighed and measured. Due to selected options, delivered equipment may not necessarily match that shown.



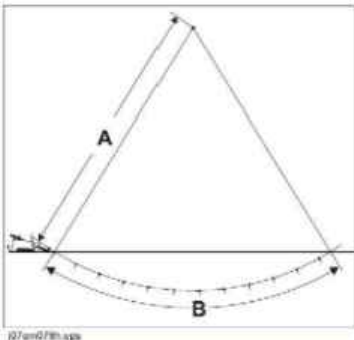
JT20 Operator's Manual Plan Bore Path

Prepare - 69

Bend Radius

JT20 Power Pipe® HD drill pipes have a tested minimum bend radius of 107' (32.6 m). This means that a 90-degree bend in the bore path:

- has a radius (A) of 107' (32.6 m)
- requires approximately 168' (51.2 m) of drill pipe (B).



JT20 Ditch Witch® Forged HD drill pipes have a tested minimum bend radius of 109' (33.2 m). This means that a 90-degree bend in the bore path:

- has a radius (A) of 109' (33.2 m)
- requires approximately 171' (52.1 m) of drill pipe (B).

JT20 Forged drill pipes have a tested minimum bend radius of 108' (32.9 m). This means that a 90-degree bend in the bore path:

- has a radius (A) of 108' (32.9 m)
- requires approximately 170' (51.8 m) of drill pipe (B).

NOTICE: Bending drill pipe more sharply than recommended will damage the pipe and cause failure over time.

- If bend radius is reduced, drill pipe life is reduced.
- If bend radius is increased, drill pipe life is increased.

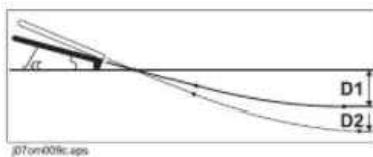
IMPORTANT: Use the charts on the next page to keep bends within safe limits.

JT20 Operator's Manual Plan Bore Path

Prepare - 73

Minimum Depth

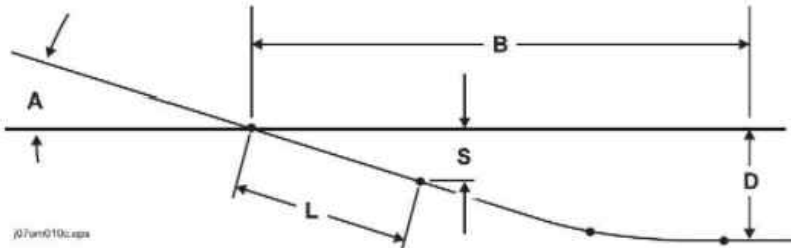
Because you must bend pipe gradually, entry pitch and bend limits determine how deep the pipe will be when it becomes horizontal. This is called the **minimum depth**.



- To reduce minimum depth (D1), reduce entry pitch. This also decreases setback.
- To increase minimum depth (D2), increase entry pitch. This also increases setback.

Bore Path Calculator

Entry pitch, setback, and minimum depth work together with bend limits to determine the bore path. To find the setback (B) and entry pitch (A) that will take you to the desired minimum depth (D), use the chart below.



IMPORTANT: Numbers in table based on **drill pipe minimum bend radius**; beacon housing, EZ-Connect, connector, transition sub, and 1/3 of first drill pipe (L, totaling 8' 8" [2.6 m]) in the ground before steering.

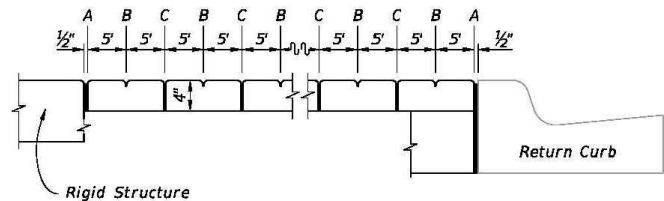
Power Pipe® HD

Minimum depth (D)	Entry pitch (A)	Setback (B)	Depth to begin steering (S)
3 ft 3 in (1 m)	-18%	27 ft 6 in (8.4 m)	1 ft 7 in (0.48 m)
3 ft 10 in (1.2 m)	-20%	29 ft 6 in (9 m)	1 ft 9 in (0.53 m)
4 ft 5 in (1.3 m)	-22%	31 ft 6 in (9.6 m)	1 ft 11 in (0.58 m)
5 ft 0 in (1.5 m)	-24%	33 ft 5 in (10.2 m)	2 ft 1 in (0.64 m)
5 ft 8 in (1.7 m)	-26%	35 ft 4 in (10.8 m)	2 ft 3 in (0.69 m)

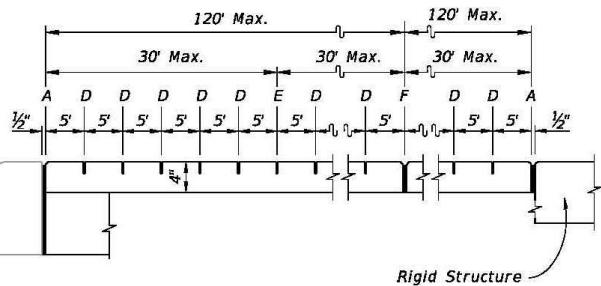
3				AS-BUILT
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CONFIDENTIAL/PROPRIETARY				
SHEET: 09 OF 14				

GENERAL NOTES:

1. Construct sidewalks in accordance with Specification 522. Use 6" concrete for Sidewalks and Curb Ramps Located within Curb Returns (See Plan View). Install all other concrete with thickness as shown, unless otherwise detailed in the Plans.
2. Include detectable warnings on sidewalk curb ramps in accordance with Index 522-002.
3. For Driveways see Index 522-003.
4. Bond breaker material can be any impermeable coated or sheet membrane or preformed material having a thickness of not less than 6 mils and not more than 1/2".
5. Construct sidewalks with Edge Beam through the limits of any surface mounted Pedestrian/Bicycle Railing or Pipe Guiderail shown in the plans. (See RAILING DETAIL)



OPEN JOINTS



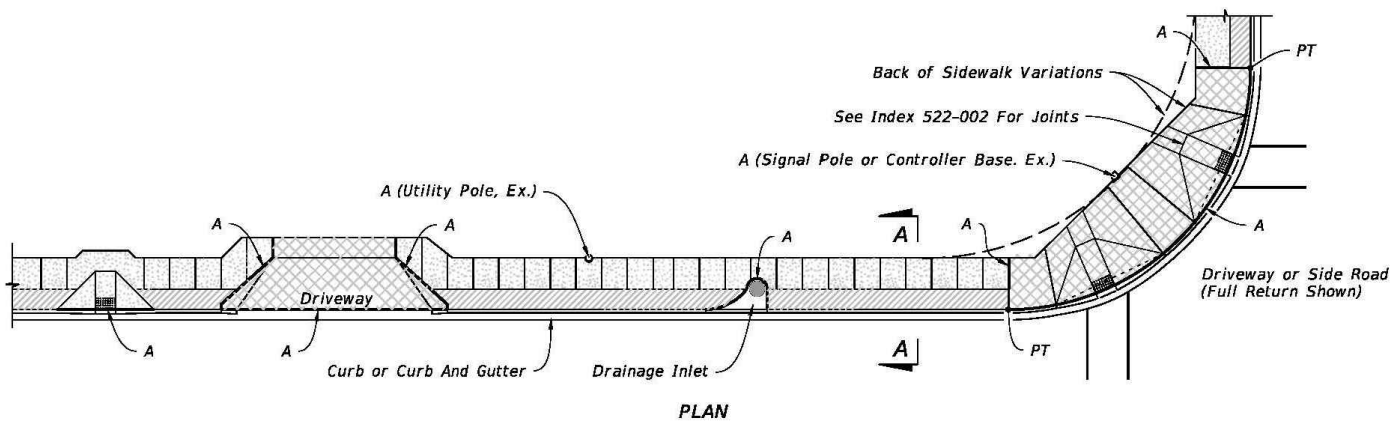
SAWED JOINTS

LONGITUDINAL SECTION

LEGEND:

- A- 1/2" Expansion Joints (Preformed Joint Filler) between the sidewalk and; driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles).
- B- 1/8" Dummy Joints, Tooled
- C- 1/8" Formed Open Joints
- D- 3/16" Saw Cut Joints, 1 1/2" Deep (within 96 hours) Max. 5' Centers
- E- 3/16" Saw Cut Joints, 1 1/2" Deep (within 12 hours) Max. 30' Centers Joint(s) Required When Length Exceeds 30'
- F- 1/2" Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.
- G- Cold Joint With Bond Breaker, Tooled

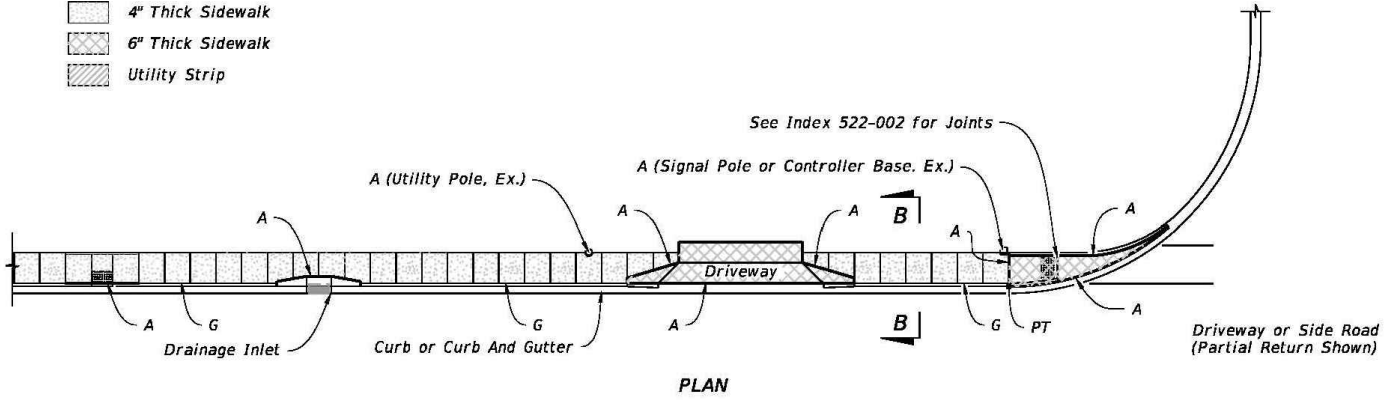
SIDEWALK JOINTS



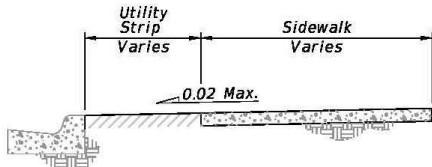
SIDEWALK WITH UTILITY STRIP

LEGEND:

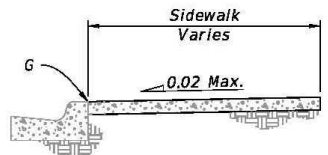
- 4" Thick Sidewalk
- 6" Thick Sidewalk
- Utility Strip



SIDEWALK WITHOUT UTILITY STRIP

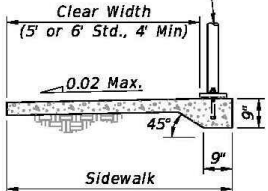


SECTION A-A



SECTION B-B

Railing (See Index 515-052, 515-062, 515-070 or 515-080)



Varies Based on Railing Used

RAILING DETAIL

GENERAL NOTES AND CONCRETE SIDEWALK ON CURBED ROADWAYS

CONCRETE SIDEWALK

INDEX
522-001

SHEET
1 of 2

10/6/2022 2:14:14 PM

LAST
REVISION
11/01/18

DESCRIPTION:



FY 2023-24
STANDARD PLANS

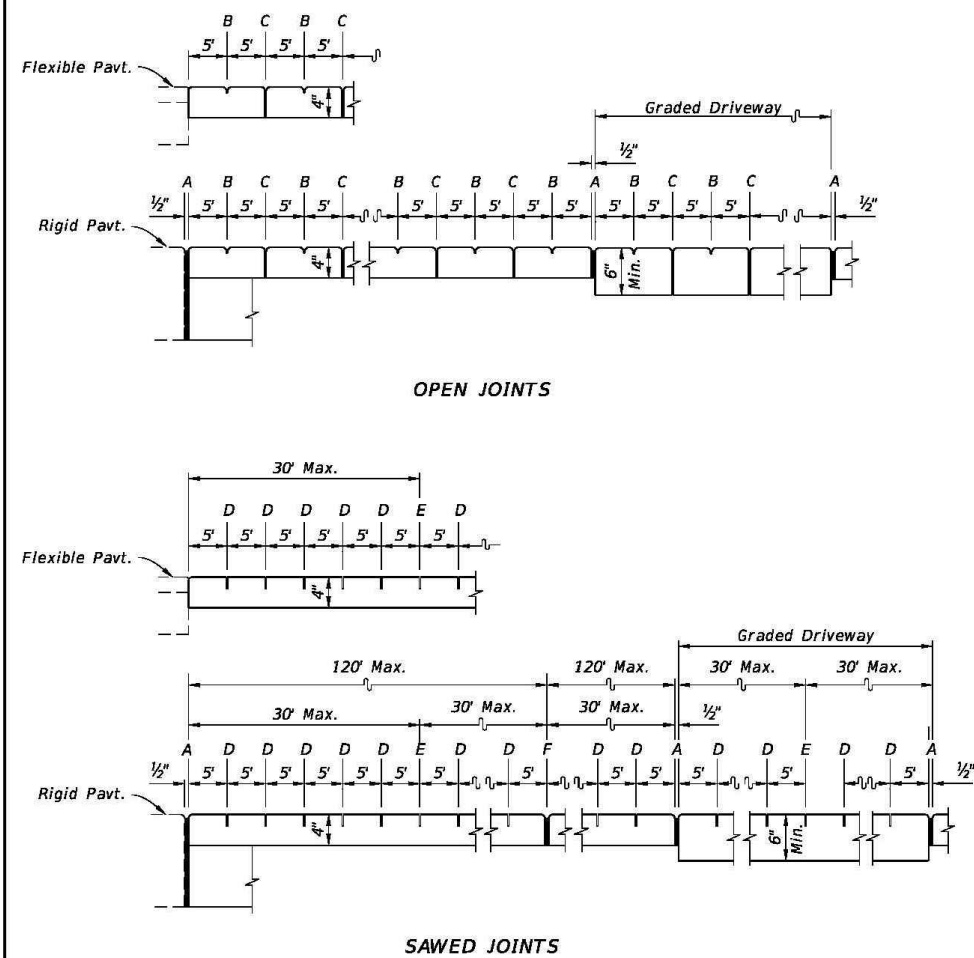
3				AS-BUILT
2				REVISION # 1
1	052824	KMV	JL	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT



PEMBROKE PINES

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CONFIDENTIAL/PROPRIETARY	SHEET: 10 OF 14

10/6/2022 2:14:15 PM

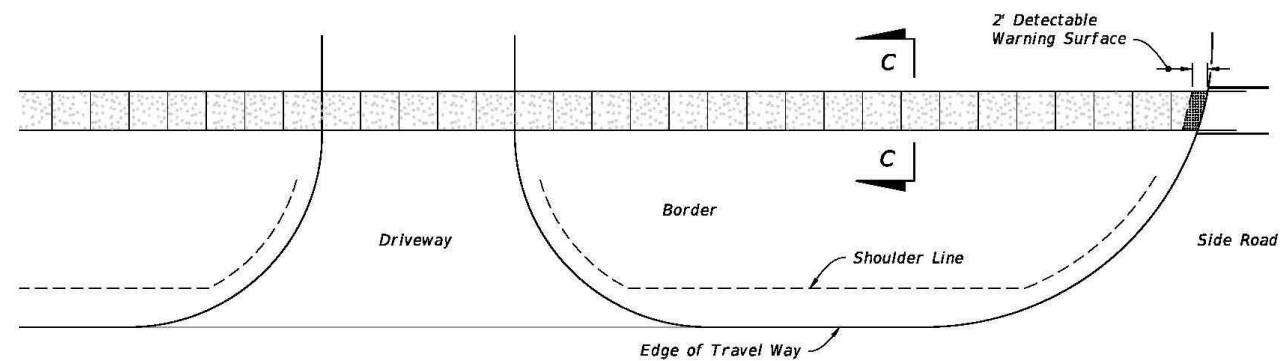


LONGITUDINAL SECTION

LEGEND:

- A- 1/2" Expansion Joints (Preformed Joint Filler) between the sidewalk and driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles).
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SIDEWALK JOINTS

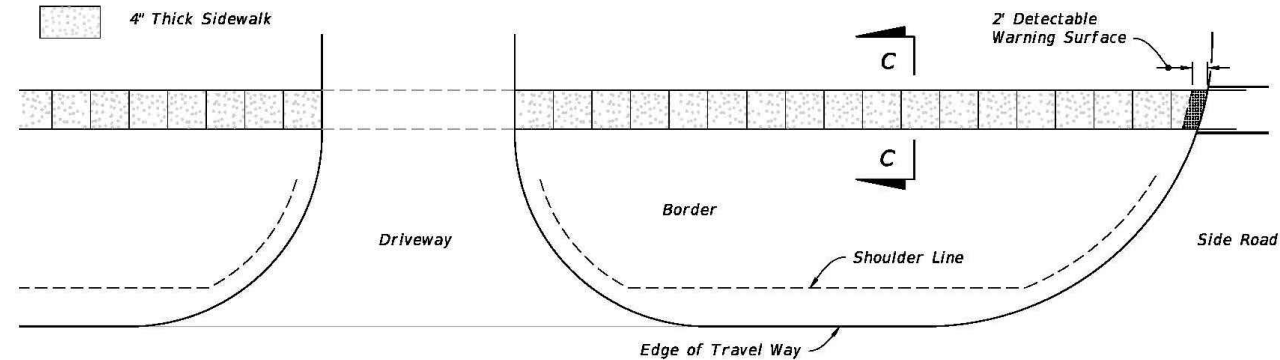


PLAN

CONTINUOUS SIDEWALK

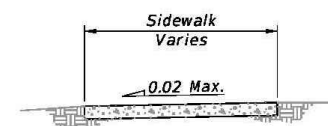
LEGEND:

4" Thick Sidewalk



PLAN

DISCONTINUOUS SIDEWALK



SECTION C-C

CONCRETE SIDEWALK ON FLUSH SHOULDER ROADWAYS

LAST REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	INDEX	SHEET
11/01/18				522-001	2 of 2

3				AS-BUILT
2				REVISION # 1
1	052824	KMV	JL	ORIGINAL
NO.	DATE	ENG	DESIGN	DRAFTING

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DRAWING NAME: KMV-PP-24-001 - FIRE STATION 79 TO WEST PINES SOCCER FIELD BUILDING 4-4-24.dwg
CONFIDENTIAL/PROPRIETARY

SHEET: 11 OF 14

10/27/2022 7:35:59 AM

SHEET	TABLE OF CONTENTS
1	General Notes, TTC Tables
2	Definitions Temporary Traffic Control Devices Overhead Work Railroads Sight Distance Above Ground Hazard
3	Clear Zone Widths For Work Zones Superelevation Length Of Lane Closures Overweight/Oversize Vehicles Lane Widths High-Visibility Safety Apparel Speed Reduction Signing
4	Flagger Control Survey Work Zones Signs
5	Work Zone Sign Supports
6	Commonly Used Warning and Regulatory Signs In Work Zones
7	Manholes/Crosswalks/Joints Truck Mounted Attenuators Signals Channelizing Devices Channelizing Devices Consistency Advanced Warning Arrow Boards
8	Drop-Offs In Work Zones
9	Business Entrance Temporary Asphalt Separator
10	Channelizing Devices Notes Temporary Barrier Notes
11	Pavement Markings

GENERAL NOTES:

1. This Index contains information specific to the Federal and State guidelines and standards for the preparation of traffic control plans and for the execution of traffic control in work zones, for construction and maintenance operations and utility work on highways, roads and streets on the State Highway System. Certain requirements in this Index are based on the high volume nature of State Highways. For highways, roads and streets off the State Highway System, the local agency (City/County) having jurisdiction may adopt requirements based on the minimum requirements provided in the MUTCD.
2. Use this Index in accordance with the Plans and Indexes 102-601 through 102-680. Indexes 102-601 through 102-680 are Department-specific typical applications of commonly encountered situations. Adjust device location or number thereof as recommended by the Worksite Traffic Supervisor and approved by the Engineer. Devices include, but are not limited to, flaggers, portable temporary signals, signs, pavement markings, and channelizing devices. Comply with MUTCD or applicable Department criteria for any changes and document the reason for the change.
3. Except for emergencies, any road closure on State Highway System must comply with Section 335.15, F.S.

TABLE 1 CHANNELIZING DEVICE SPACING				
Work Zone Speed (mph)	Max. Spacing (feet)			
	Cones or Temporary Tubular Markers		Type I Barricades, Type II Barricades, Vertical Panels, or Drums	
	Taper	Tangent	Taper	Tangent
≤ 45	25	50	25	50
≥ 50	25	50	50	100

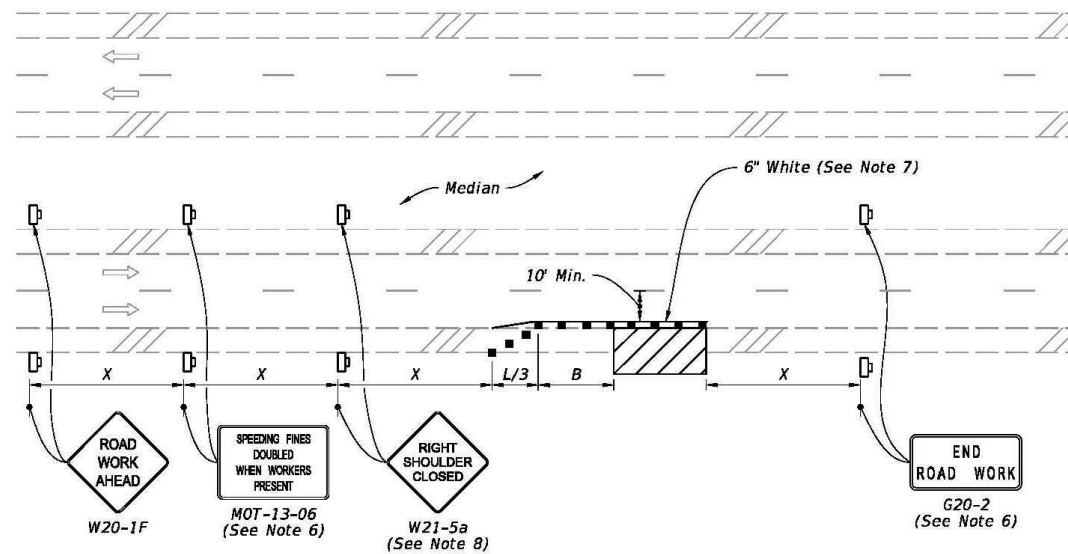
TABLE 2 TAPER LENGTH "L"	
Work Zone Speed (mph)	Min. Length (feet)
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$
Where: W = width of offset in feet S = speed in mph	

TABLE 3 WORK ZONE SIGN SPACING "X"	
Road Type	Min. Spacing (feet)
Arterials and Collectors with Work Zone Speed ≤ 40 mph	200
Arterials and Collectors with Work Zone Speed ≥ 45 mph	500
Limited Access Roadways *	1,500
* For Limited access roadways with work zone speed ≤ 55 mph, the minimum spacing may be reduced in accordance with the MUTCD and as approved by the Engineer.	

TABLE 4 BUFFER LENGTH "B"	
Work Zone Speed (mph)	Min. Length (feet)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730
Note: When Buffer Length "B" cannot be attained due to geometric constraints, use the greatest length possible, but not less than 155 feet.	

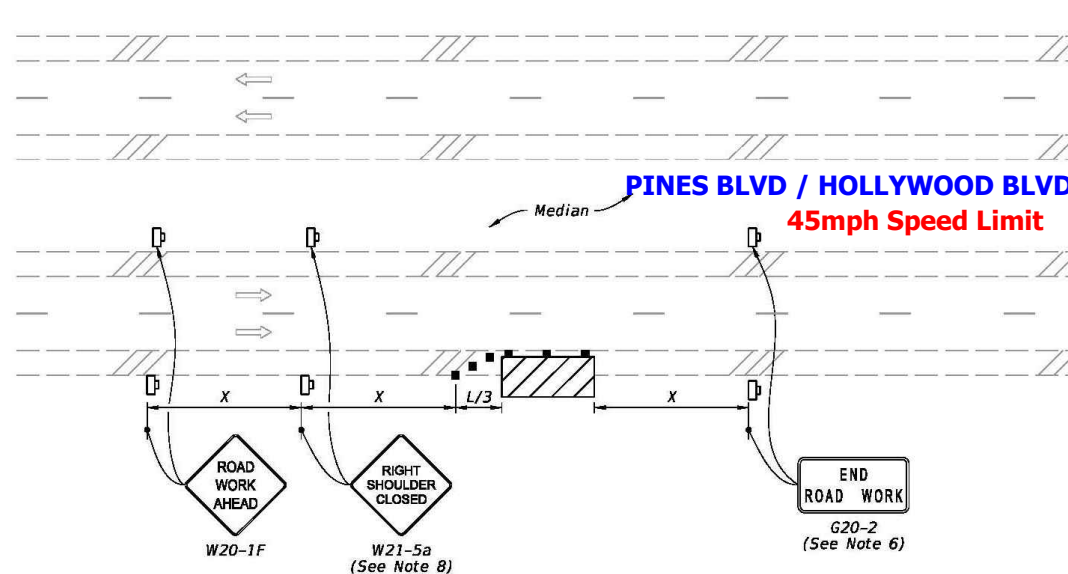
LAST REVISION 11/01/20	DESCRIPTION:	 FY 2023-24 STANDARD PLANS	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES	INDEX 102-600	SHEET 1 of 11
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3				AS-BUILT
2				REVISION # 1
1	052824	KMV	JL	ORIGINAL
NO.	DATE	ENG	DESIGN	DRAFTING
				
CHECKED BY: GIULIANO LEON				
ENGINEERING FIRM: KMV FIBERTELECOM INC				
PROJECT NUMBER: KMV-PP-24-001				
LOCATION: 19900 PINES BLVD PEMBROKE PINES, FL 33029				
DRAWING NAME: KMV-PP-24-001 - FIRE STATION 79 TO WEST PINES SOCCER FIELD BUILDING 4-4-24.dwg				
CONFIDENTIAL/PROPRIETARY				
SHEET: 12 OF 14				



DO NOT APPLY

MULTILANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



PINES BLVD / HOLLYWOOD BLVD / SR 820
45mph Speed Limit

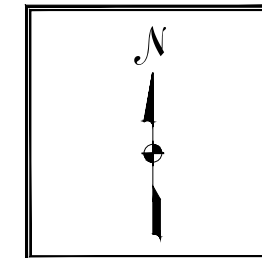
MULTILANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic

2/2/2023 10:53:38 AM

LAST REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX	SHEET
11/01/20	PROPOSAL UNDERGROUND CONDUITS IN R/W PINES BLVD / HOLLYWOOD BLVD / SR 820				102-602	2 of 2



3				AS-BUILT	
2				REVISION # 1	
1	052824	KMV	JL	ORIGINAL	
NO.	DATE	ENG	DESIGN	DRAFTING	COMMENT
 PEMBROKE PINES					
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PROJECT NUMBER: KMV-PP-24-001					
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CONFIDENTIAL/PROPRIETARY					
				SHEET: 13	OF 14

PROJECT: KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24
ADDRESS: 901 NW 129TH AVE, PEMBROKE PINES, FL 33028 - **ENGINEERING**



CONTACTS

PEMBROKE PINES
JOHN L. ENGLAND
DESIGN ENGINEER
PHONE: (954) 518-8905
JENGLAND@PPINES.COM

KMV FIBERTELECOM INC
SANDRA KARINA VARGAS
10604 NW 48TH ST
CORAL SPRINGS FL 33076
PHONE: 954-937-5239
KARINAV@KMVFIBERTELECOM.COM



SITE INDEX

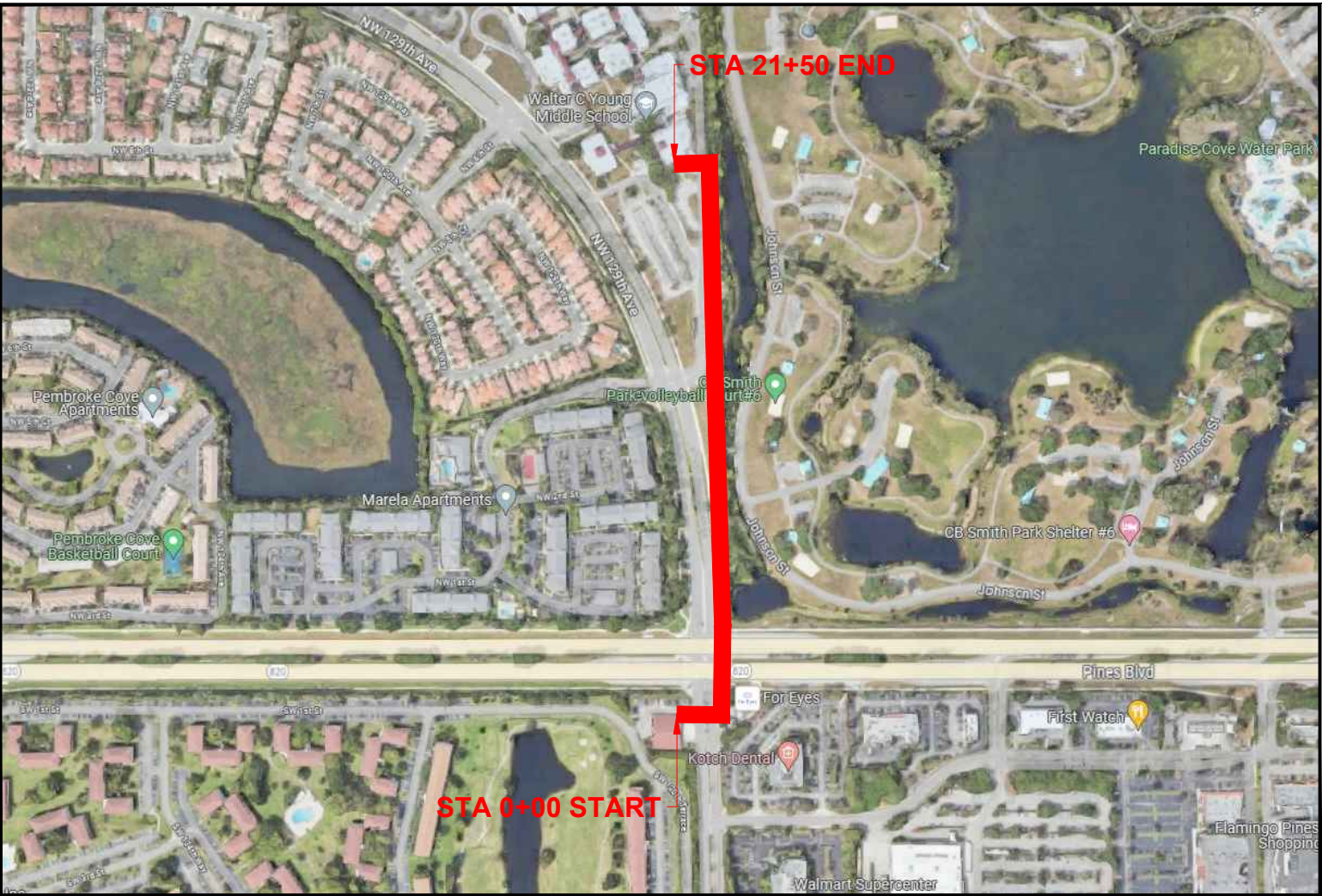
- 01 OF 15 - COVER SHEET/SITE LOCATION
- 02 OF 15 - OVERALL MAP
- 03 OF 15 TO 04 OF 15 - CONSTRUCTION NOTES
- 05 OF 15 TO 07C OF 15 - PLAN VIEWS & PROFILES
- 08 OF 15 - PHOTOGRAPHS
- 09 OF 15 TO 10A OF 15 - TYPICAL
- 11 OF 15 TO 15 OF 15 - MOTs

3				AS-BUILT
2				REVISION # 1
1	052824	KMV	AA	ORIGINAL
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				COMMENT



CHECKED BY:	GIULIANO LEON
ENGINEERING FIRM:	KMV FIBERTELECOM INC
PROJECT NUMBER:	KMV-PP-24-002
LOCATION:	901 NW 129TH AVE PEMBROKE PINES, FL 33028
DRAWING NAME:	KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24.dwg
CONFIDENTIAL/PROPRIETARY	SHEET: 01 OF 15

LINETYPES	
	UG FIBER - EXISTING
	UG FIBER - PROPOSED
	AERIAL FIBER - EXISTING
	AERIAL FIBER - PROPOSED
	STRAND - EXISTING
	STRAND - PROPOSED
	CONDUIT - EXISTING
	CONDUIT - PROPOSED
	INNERDUCT - EXISTING
	INNERDUCT - PROPOSED
	ASBUILT CONDUIT
	GAS
	TRAFFIC
	WATER
	TELEPHONE
	ELECTRIC
	STREET LIGHT
	FOC
	FORCE MAIN
	SANITARY SEWER (SEW)
	STORM DRAIN
	RECLAIMED WATER
	FENCE
	CABLE TV
	STEAM
	OIL
	UNKNOWN UTILITY
	RIGHT OF WAY
	EDGE OF PAVEMENT
	EASEMENT



SITE LOCATION
SCALE: NTS



SPACE RESERVED FOR PROFESSIONAL SEALS

SUMMARY DATA

JOB DESCRIPTION	FTG
DIRECTIONAL BORE	2150'
HANDHOLE	5

PERMITTING

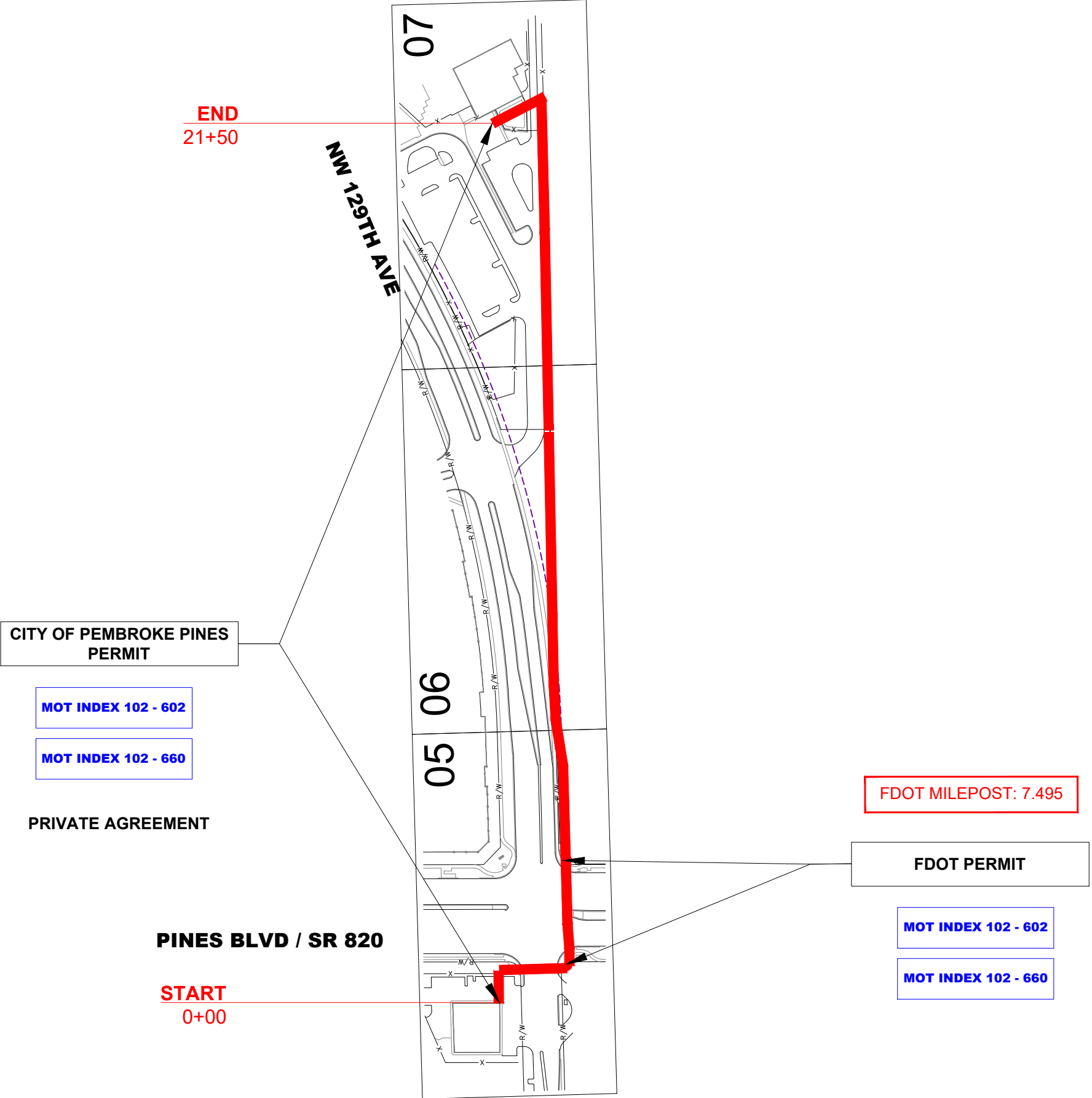
- JURISDICTION:
- * CITY OF PEMBROKE PINES
 - * FDOT

DATE SUBMITTED

05/28/24

TWP : 51S RNG : 40E SEC : 14

PLAT BOOK : - PAGE : -



SCALE: NTS

3				AS-BUILT
2				REVISION # 1
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CONFIDENTIAL/PROPRIETARY				SHEET: 02 OF 15

CONSTRUCTION NOTES

TYPICAL UNDERGROUND CONSTRUCTION:

- RESTORE ALL SURFACES TO EQUAL OR BETTER CONDITION.
- CONTRACTOR TO VERIFY ALL MEASUREMENTS AND DISTANCES PRIOR TO CONSTRUCTION.
- CONTRACTOR TO VERIFY LOCATION AND CONDITION OF EXISTING CONDUIT PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
- MAINTAIN MINIMUM 24" VERTICAL AND HORIZONTAL SEPARATION BETWEEN PROPOSED BY PEMBROKE PINES DUCTS & EXISTING UTILITIES.
- MAINTAIN A MIN BENDING RADIUS OF 5' ON ALL DUCT CONFIGURATION.
- ANY CHANGES ON PROPOSED RUNNING LINE HAVE TO GET APPROVAL FROM PEMBROKE PINES CONSTRUCTION MANAGER.

FOR CONSTRUCTION:

- EXTREME CAUTION TO BE TAKEN TO CONTAIN SLURRY AROUND WORK AREAS NEAR WETLANDS TO AVOID ANY WATER QUALITY ISSUES!
- LOCATIONS, ELEVATIONS LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER SITE FEATURES SHOWN ON THE DRAWINGS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. PLEASE CONTACT SUNSHINE STATE ONE-CALL AT 1-800-432-4770
- **CAUTION:** EXISTING UNDERGROUND UTILITIES IN AREA. NO ELEVATION RECORDS FOR EXISTING UTILITIES AVAILABLE. CONTRACTOR SHOULD CONTACT SUNSHINE 811, LOCATE ALL UTILITIES AND VERIFY ALL DEPTHS PRIOR TO CONSTRUCTION

DESIGN TICKET

#121405467

CITY OF PEMBROKE PINES GENERAL NOTES

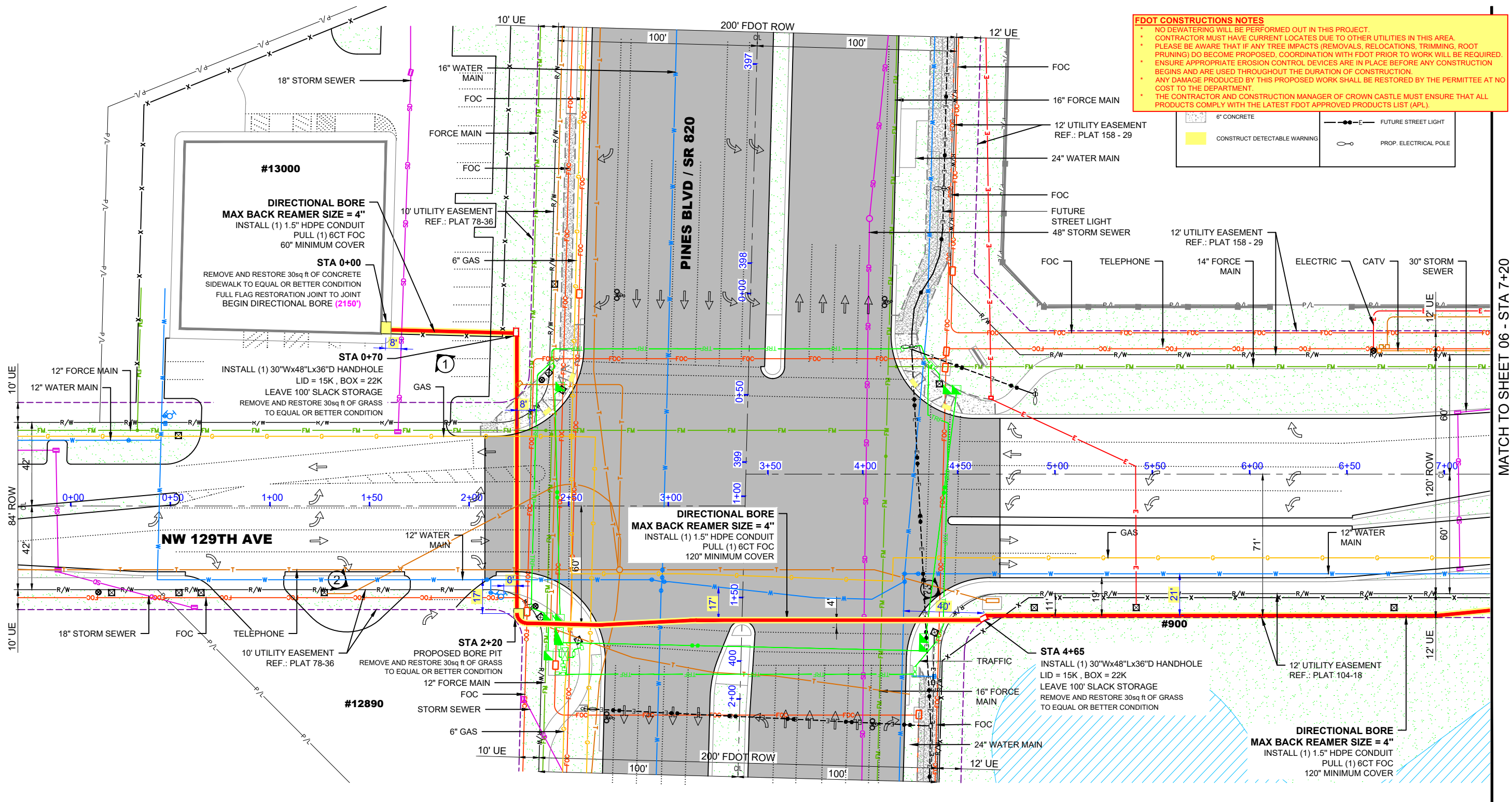
- THE CITY OF PEMBROKE PINES ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE LOCATIONS AND ELEVATIONS OF CITY UTILITIES AS REFLECTED ON THE DRAWINGS BASED UPON INFORMATION PROVIDED FROM CITY RECORDS NOR DOES THE CITY GUARANTEE THE COMPLETENESS OF THE CITY UTILITIES INFORMATION AS PROVIDED FROM CITY RECORDS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND UTILITY OWNER TO FIELD LOCATE AND FIELD VERIFY ALL EXISTING UTILITIES IN THE WORK AREA FOR THE ENTIRE LIMITS OF THE PROJECT.
- A MINIMUM OF 7.5' OF HORIZONTAL SEPARATION AND A MINIMUM OF 18" OF VERTICAL SEPARATION SHALL BE MAINTAINED TO ALL CITY OF PEMBROKE PINES UTILITIES, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
- ALL CROSSINGS OF THE PROPOSED DIRECTIONAL BORE AND OPEN TRENCH INSTALLATION WITH CITY UTILITIES SHALL BE VERIFIED FOR CONFIRMATION OF MINIMUM VERTICAL SEPARATION REQUIREMENTS BY WAY OF "SOFT DIG" METHODS PRIOR TO THE START OF CONSTRUCTION.
- CONTRACTOR SHALL CALL "SUNSHINE ONE" AT 1-800-432-4770 OR 811 A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION TO ALLOW FOR "FIELD LOCATES" OF ALL EXISTING UTILITIES WITHIN THE PROJECT LIMITS.
- ALL STREET, SIDEWALK AND SWALE (SOD) RESTORATION SHALL COMPLY WITH CITY STANDARDS AND/OR SPECIFICATIONS, UNLESS THE STANDARDS AND/OR SPECIFICATIONS OF ANOTHER PERMITTING GOVERNMENTAL AGENCY SUPERCEDES THOSE OF THE CITY.
- A M.O.T. PLAN PREPARED BY A F.D.O.T. CERTIFIED M.O.T. ENGINEER SHALL BE SUBMITTED FOR CONSTRUCTION PERMIT BASED UPON THE SCOPE OF THE PROPOSED PROJECT AND EXISTING ROADWAY/STREET CONDITIONS.
- A PRECONSTRUCTION MEETING IS REQUIRED TO BE HELD WITH THE ENVIRONMENTAL SERVICES/ENGINEERING DIVISION AS A PREREQUISITE TO THE CITY'S RELEASE OF THE CONSTRUCTION PERMIT.
- MAINTENANCE OF TRAFFIC (M.O.T.) SHALL BE PROVIDED BY A F.D.O.T. CERTIFIED M.O.T. CONTRACTOR.

3				AS-BUILT
2				REVISION # 1
1	052824	KMV	AA	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
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CHECKED BY: GIULIANO LEON				
ENGINEERING FIRM: KMV FIBERTELECOM INC				
PROJECT NUMBER: KMV-PP-24-002				
LOCATION: 901 NW 129TH AVE PEMBROKE PINES, FL 33028				
DRAWING NAME: KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24.dwg				
CONFIDENTIAL/PROPRIETARY			SHEET: 03 OF 15	

CONSTRUCTION NOTES - FDOT

- EXISTING F.D.O.T. DRAINAGE SYSTEM SHALL BE PROTECTED AT ALL TIMES BY THE PERMITTEE. ANY DAMAGE TO THE F.D.O.T. DRAINAGE SYSTEM (STRUCTURES OR PIPES) SHALL BE REPAIRED/REPLACED BY THE PERMITTEE AT NO COST TO THE DEPARTMENT.
- EXISTING GAS MAIN SHALL BE PROTECTED AT ALL TIMES DURING EXCAVATION, DRILLING AND CONDUIT INSTALLATION ACTIVITIES. UTILITY GAS COMPANY SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETING AND GIVE WRITTEN CLEARANCE PRIOR TO COMMENCEMENT OF ANY PERMIT OPERATIONS.
- ANY DAMAGE TO CONCRETE SIDEWALK, CURB AND GUTTER, PEDESTRIAN CURB RAMPS, AND TRAFFIC SEPARATORS SHOULD BE RESTORED PER FDOT STANDARDS PLANS INDEX NO. 522-001, 520-001, 522-002, AND 520-020, ADA STANDARDS, AND FDOT STANDARD SPECIFICATION 522. DAMAGED SIDEWALK, CURB AND GUTTER, AND TRAFFIC SEPARATORS SHALL BE RESTORED WITH FULL FLAGS/JOINT TO JOINT AT THE PERMITTEES EXPENSE; PATCHING IS NOT PERMITTED. IMPACTED PEDESTRIAN RAMPS SHALL BE REPLACED COMPLETELY; HANDHOLES MUST NOT BE LOCATED WITHIN PEDESTRIAN RAMPS. MAKE SURE TO FURNISH APPROPRIATE EXPANSION JOINTS PER FDOT STANDARDS PLANS INDEX 350-001. IMPACTED DETECTABLE WARNING SURFACES NEED TO BE RESTORED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NO. 522-002 AND SPECIFICATION 527.
- HANDHOLES AND PULL BOXES SHALL NOT BE INSTALLED WITHIN THE FOOTPRINT OF EXISTING PEDESTRIAN ADA CURB RAMP NEITHER DRIVEWAY ENTRY AREA. REFER TO PPM, VOL. 2, CH. 8, SECTION 8.3.2 REGARDING NONSLIP TOP SURFACE IF THE HAND HOLE IS PROPOSED WITHIN PEDESTRIAN CURB RAMP. DO NOT INSTALL NEW HH AT LEAST 10' FROM ADA CURB RAMPS, FIRE HYDRANTS, BUS BOOTH-BENCHES
- WHERE PEDESTRIAN FACILITIES ARE DETOURED, BLOCKED, OR CLOSED DURING THE WORK, PLEASE ENSURE TO PROVIDE SAFE ALTERNATE ACCESSIBLE ROUTES THROUGH OR AROUND THE WORK ZONE THAT MEETS THE REQUIREMENTS OF THE ADA STANDARDS AND FDOT STANDARD PLAN INDEX 102-660.
- RESTORATION OF SODDING AND TURF SHOULD BE DONE ACCORDING TO FDOT 2023-2024 STANDARD INDEX No 570-001.
- PROVIDE PROTECTION TO THE EXISTING TREES AND AVOID ANY IMPACT TO THE ROOTS. WHEN CONSTRUCTION AFFECTS TREE ROOTS OR CANOPY, PROVIDE TRIMMING PER FDOT STANDARD PLANS INDEX 110-100.
- PROVIDE APPROPRIATE EROSION CONTROL DEVICES DURING CONSTRUCTION.
- LANDSCAPING, TREES, SOD SHALL BE REPLACED AT THE COST OF THE PERMITTEE
- THE CONTRACTOR SHALL COORDINATE WITH BROWARD COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW), TRAFFIC SIGNALS & SIGNS DIVISION AT LEAST 5 WORKING DAYS PRIOR TO ANY WORK DONE AT SIGNALIZED INTERSECTIONS , WHICH EITHER CLOSE ANY LANES, NEED CHANGES IN THE SIGNAL OPERATION OF TIMING, DAMAGE OR HINDER ANY SIGNAL SENSOR, OR DAMAGE ANY CABLE OR SIGNAL EQUIPMENT.
- PERMITTEE IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND FACILITIES PRIOR TO DIRECTIONAL DRILLING/TRENCH WORK AND ASSUMES ALL RESPONSIBILITY FOR ANY DAMAGE DONE TO UNDERGROUND FACILITIES AND ABOVE GROUND FACILITIES. DIRECTIONAL BORING SHALL BE CONDUCTED ACCORDING TO LATEST SECTION 555 OF FDOT'S STANDARD SPECIFICATIONS AND 3.16.9.1 OF THE 2017 U.A.M. OPEN TRENCH SHALL BE CARRIED OUT PER 3.16.4. OF 2017 U.A.M
- CONDUIT INSTALLATION SHALL ADHERE TO THE LATEST FDOT STANDARD PLANS INDEX NO. 630-001
- ACCORDING TO SECTION 3.10 OF 2017 U.A.M, WHEN UNDERGROUND AND AERIAL UTILITIES OCCUPY THE SAME ROADSIDE, UNDERGROUND UTILITIES SHALL NOT BE PLACED WITHIN THREE (3) FEET OF THE R/W LINE.
- DAMAGED SIDEWALK, CURB AND GUTTER, AND TRAFFIC SEPARATORS SHALL BE RESTORED WITH FULL FLAGS/JOINT TO JOINT AT THE PERMITTEES EXPENSE; PATCHING IS NOT PERMITTED. RESTORATION SHALL MATCH EXISTING CONCRETE PATTERN, PAVERS, AND COLOR. IMPACTED PEDESTRIAN RAMPS AND DRIVEWAYS SHALL BE REPLACED COMPLETELY. INCLUDE 1 FOOT OF LEVEL EMBANKMENT FOR EROSION AND ENSURE TO NOT CREATE ANY DROP OFF HAZARDS AS SHOWN ON FDM FIGURE 222.4.1. IMPACTED DETECTABLE WARNING SURFACES NEED TO BE RESTORED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NO. 522-002 AND SPECIFICATION 527
- PROPOSED HANDHOLES MUST ADHERE TO LATEST FDOT STANDARD PLANS INDEX NO. 635-001". ENSURE ALL HANDHOLE LIDS ON SIDEWALK ARE FLUSH AND ADA COMPLIANT. MAINTAIN THE TEMPORARY PATCHES AROUND THE HANDHOLE BOX EDGES AND/OR ANYWHERE ELSE WHERE SIDEWALK HAS BEEN IMPACTED/DAMAGED BY THE DB WORK OR UTILITY INSTALLATION, SO IT PROVIDES A SMOOTH -ALL WEATHER SURFACES ALWAYS. ONCE THE HANDHOLE IS INSTALLED THE LID MUST BE KEPT IN PLACE, BOLTED, AND SECURED.
- TEMPORARY BARRIERS FOR PEDESTRIAN DETOURS MUST COMPLY WITH THE LATEST FDOT STANDARD PLANS INDEX NO. 102-100.
- RESTORATION OF SODDING AND TURF SHOULD BE DONE ACCORDING TO FDOT 2023-24 DESIGN STANDARDS INDEX 570-010.
- PERMITTEE MUST TAKE PICTURES OF THE EXISTING STREET LIGHTNING SYSTEM WORKING-DURING NIGHT-TIME-WITHIN THE LIMITS OF THIS PROPOSED JOB PRIOR TO BEGIN SAID WORK. TO AVOID FUTURE DISPUTE ABOUT UNFORESEEN DAMAGES TO THE LIGHTNING SYSTEM.
- CONTAMINATED SITES LOCATED WITHIN A 500-FOOT RADIUS OF THE PROJECT AREA THAT COULD IMPACT THE FDOT ROW HAVE BEEN IDENTIFIED. THE PERMITTEE SHALL ASSURE THAT ANY ACTIONS CARRIED OUT ARE IN ACCORDANCE WITH ALL ENVIRONMENTAL REGULATORY REQUIREMENTS.
- ANY ABOVEGROUND FEATURES THAT MAY BE IMPACTED BY PROPOSED WORK MUST BE IDENTIFIED TO BE ADJUSTED/RELOCATED/REPLACED. IF SIGNS ADD ARE DAMAGED, THESE MUST BE REPLACED ACCORDING THE LATEST FDOT STANDARD PLANS INDEX NO. 700-101. ENSURE LATERAL OFFSET AND CLEAR ZONE STANDARDS ARE BEING ADHERED TO.

3				AS-BUILT
2				REVISION # 1
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NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
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CONFIDENTIAL/PROPRIETARY			SHEET: 04 OF 15	



- FDOT CONSTRUCTIONS NOTES**
- NO DEWATERING WILL BE PERFORMED OUT IN THIS PROJECT.
 - CONTRACTOR MUST HAVE CURRENT LOCATES DUE TO OTHER UTILITIES IN THIS AREA.
 - PLEASE BE AWARE THAT IF ANY TREE IMPACTS (REMOVALS, RELOCATIONS, TRIMMING, ROOT PRUNING) DO BECOME PROPOSED, COORDINATION WITH FDOT PRIOR TO WORK WILL BE REQUIRED.
 - ENSURE APPROPRIATE EROSION CONTROL DEVICES ARE IN PLACE BEFORE ANY CONSTRUCTION BEGINS AND ARE USED THROUGHOUT THE DURATION OF CONSTRUCTION.
 - ANY DAMAGE PRODUCED BY THIS PROPOSED WORK SHALL BE RESTORED BY THE PERMITTEE AT NO COST TO THE DEPARTMENT.
 - THE CONTRACTOR AND CONSTRUCTION MANAGER OF CROWN CASTLE MUST ENSURE THAT ALL PRODUCTS COMPLY WITH THE LATEST FDOT APPROVED PRODUCTS LIST (APL).



PLAN VIEW
SCALE: 1"=50'

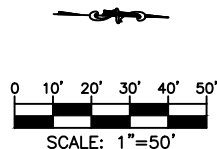
CITY OF PEMBROKE PINES GENERAL NOTES

- THE CITY OF PEMBROKE PINES ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE LOCATIONS AND ELEVATIONS OF CITY UTILITIES AS REFLECTED ON THE DRAWINGS BASED UPON INFORMATION PROVIDED FROM CITY RECORDS NOR DOES THE CITY GUARANTEE THE COMPLETENESS OF THE CITY UTILITIES INFORMATION AS PROVIDED FROM CITY RECORDS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND UTILITY OWNER TO FIELD LOCATE AND FIELD VERIFY ALL EXISTING UTILITIES IN THE WORK AREA FOR THE ENTIRE LIMITS OF THE PROJECT.
- A MINIMUM OF 7.5' OF HORIZONTAL SEPARATION AND A MINIMUM OF 18" OF VERTICAL SEPARATION SHALL BE MAINTAINED TO ALL CITY OF PEMBROKE PINES UTILITIES, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
- ALL CROSSINGS OF THE PROPOSED DIRECTIONAL BORE AND OPEN TRENCH INSTALLATION WITH CITY UTILITIES SHALL BE VERIFIED FOR CONFIRMATION OF MINIMUM VERTICAL SEPARATION REQUIREMENTS BY WAY OF "SOFT DIG" METHODS PRIOR TO THE START OF CONSTRUCTION.
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- A M.O.T. PLAN PREPARED BY A F.D.O.T. CERTIFIED M.O.T. ENGINEER SHALL BE SUBMITTED FOR CONSTRUCTION PERMIT BASED UPON THE SCOPE OF THE PROPOSED PROJECT AND EXISTING ROADWAY/STREET CONDITIONS.
- A PRECONSTRUCTION MEETING IS REQUIRED TO BE HELD WITH THE ENVIRONMENTAL SERVICES/ENGINEERING DIVISION AS A PREREQUISITE TO THE CITY'S RELEASE OF THE CONSTRUCTION PERMIT, UNLESS OTHERWISE NOTED BY THE CITY ON PAGE 2 OF THE PERMIT APPLICATION.
- MAINTENANCE OF TRAFFIC (M.O.T.) SHALL BE PROVIDED BY A F.D.O.T. CERTIFIED M.O.T. CONTRACTOR.

NOTE: AS A CONDITION OF PERMIT, ALL CROSSINGS OF THE PROPOSED DIRECTIONAL BORE AND/OR OPEN TRENCH INSTALLATION WITH CITY UTILITIES SHALL BE VERIFIED FOR CONFIRMATION OF MINIMUM VERTICAL SEPARATION REQUIREMENTS BY WAY "SOFT DIG" AND/OR EXCAVATION METHODS PRIOR TO THE START OF CONSTRUCTION.
*USE EXTREME CAUTION WHEN EXCAVATING NEAR WATER AND SEWER SERVICES.

FDOT MILEPOST: 7.495

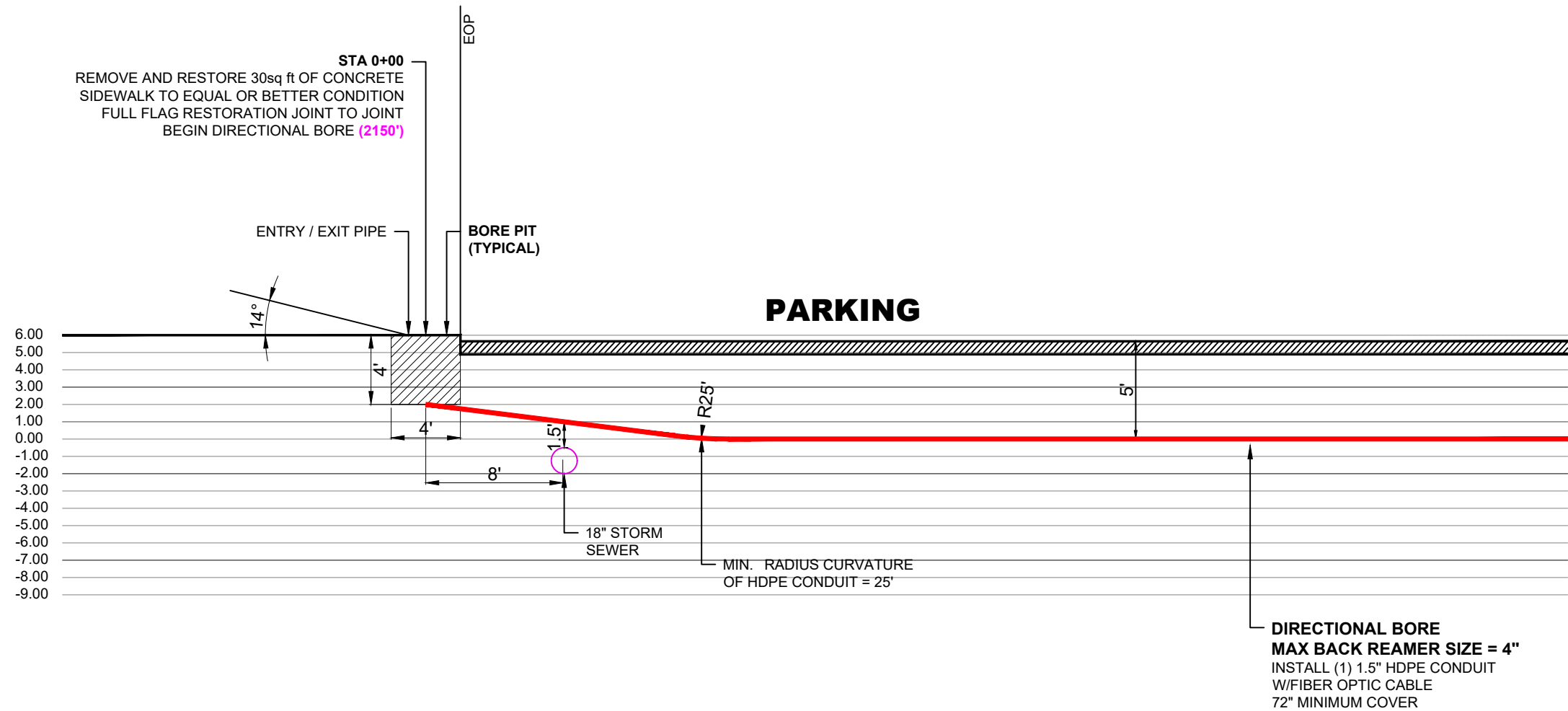
DITCH WITCH JT20 - SPECS
ENTRY ANGLE 10-14°
BEND RADIUS, MIN 107FT
MIN DEPTH 3' 3"



3				AS-BUILT
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MATCH TO SHEET 06 - STA 7+20

3				AS-BUILT
2				REVISION # 1
1	052824	KMV	AA	ORIGINAL
NO.	DATE	ENG	DESIGN	DRAFTING
 PEMBROKE PINES				
CHECKED BY: GIULIANO LEON				
ENGINEERING FIRM: KMV FIBERTELECOM INC				
PROJECT NUMBER: KMV-PP-24-002				
LOCATION: 901 NW 129TH AVE				
PEMBROKE PINES, FL 33028				
DRAWING NAME: KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG				
MIDDLE SCHOOL 4-2-24.dwg				
CONFIDENTIAL/PROPRIETARY				
				SHEET: 05A OF 06



PROFILE - NW 129TH AVE (LOOKING WEST)

HORIZONTAL SCALE: 1"=8'
VERTICAL SCALE: 1"=1'

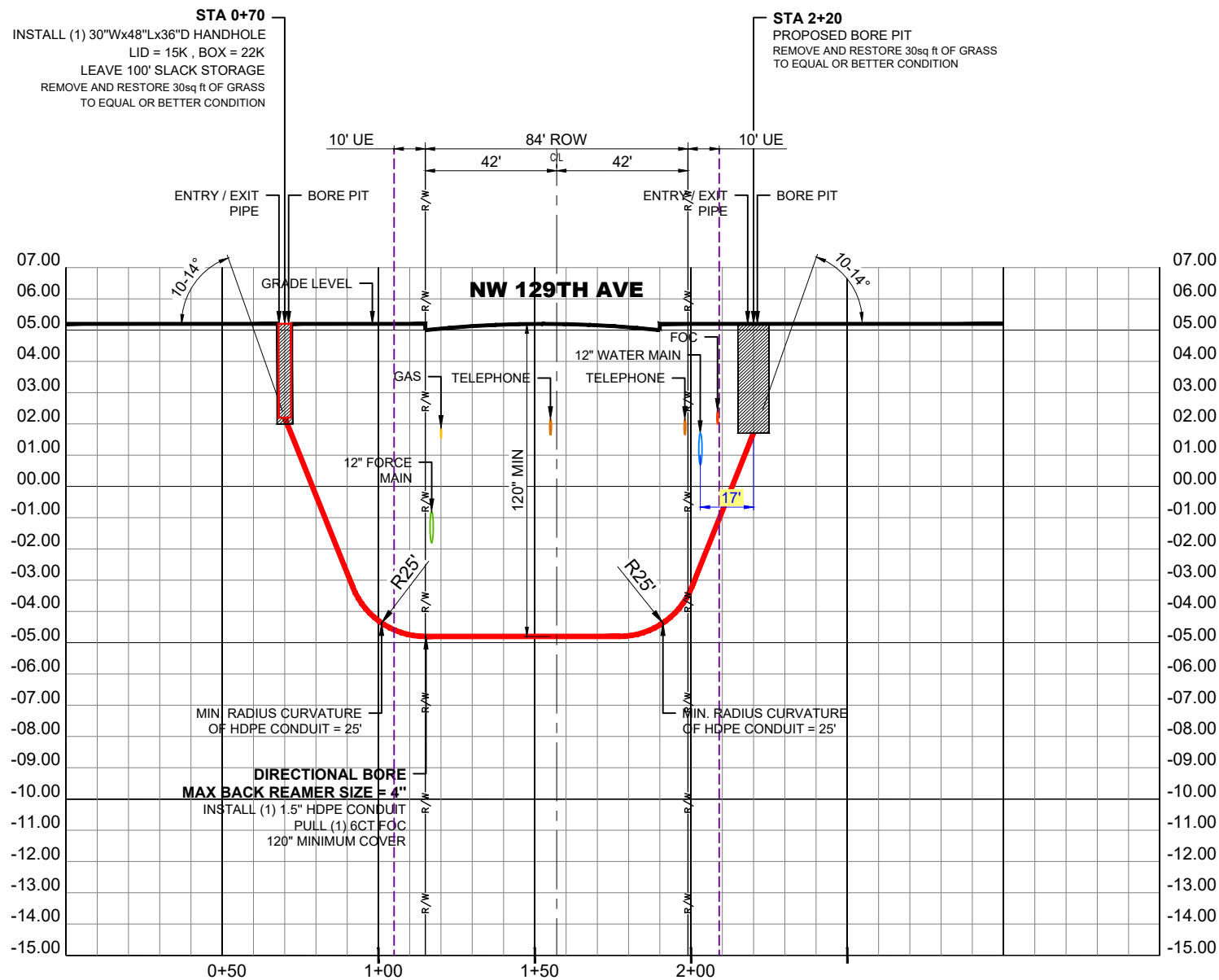
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*USE EXTREME CAUTION WHEN EXCAVATING NEAR WATER AND SEWER SERVICES.

DITCH WITCH JT20 - SPECS
ENTRY ANGLE 10-14°
BEND RADIUS, MIN 107FT
MIN DEPTH 3' 3"

RECORD ON UTILITY PLANS
CONSTRUCTION CONTRACTOR
SHALL CALL LOCATES AND SOFT DIG TO DETERMINE
UTILITY ELEVATION BEFORE CONSTRUCTION.



3				AS-BUILT
2				REVISION # 1
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NO.	DATE	ENG	DESIGN	DRAFTING
				COMMENT
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PROJECT NUMBER: KMV-PP-24-002				
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DRAWING NAME: KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24.dwg				
CONFIDENTIAL/PROPRIETARY				
SHEET: 05B OF 15				



PROFILE - NW 129TH AVE (LOOKING NORTH)

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

NOTE: AS A CONDITION OF PERMIT, ALL CROSSINGS OF THE PROPOSED DIRECTIONAL BORE AND/OR OPEN TRENCH INSTALLATION WITH CITY UTILITIES SHALL BE VERIFIED FOR CONFIRMATION OF MINIMUM VERTICAL SEPARATION REQUIREMENTS BY WAY "SOFT DIG" AND/OR EXCAVATION METHODS PRIOR TO THE START OF CONSTRUCTION.
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CONSTRUCTION CONTRACTOR
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2				REVISION # 1
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NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
CHECKED BY: GIULIANO LEON				
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LOCATION: 901 NW 129TH AVE PEMBROKE PINES, FL 33028				
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CONFIDENTIAL/PROPRIETARY				
SHEET: 05C OF 15				

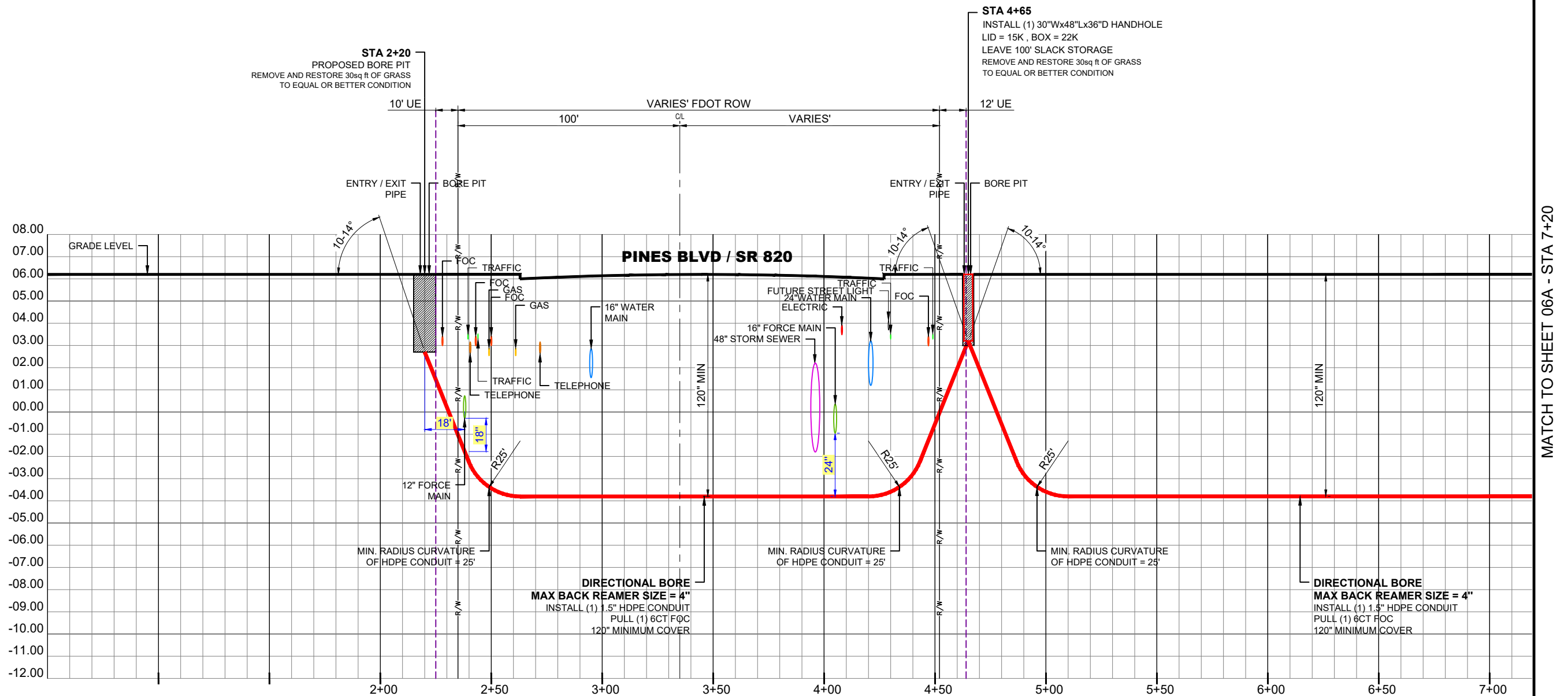


DITCH WITCH JT20 - SPECS
ENTRY ANGLE 10-14°
BEND RADIUS, MIN 107FT
MIN DEPTH 3' 3"



Know what's below.
Call before you dig.

3				AS-BUILT
2				REVISION # 1
1	052824	KMV	AA	ORIGINAL
NO.	DATE	ENG	DESIGN	DRAFTING
 PEMBROKE PINES				
CHECKED BY: GIULIANO LEON				
ENGINEERING FIRM: KMV FIBERTELECOM INC				
PROJECT NUMBER: KMV-PP-24-002				
LOCATION: 901 NW 129TH AVE PEMBROKE PINES, FL 33028				
DRAWING NAME: KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24.dwg				
CONFIDENTIAL/PROPRIETARY				SHEET: 05D OF 15



PROFILE - NW 129TH AVE (LOOKING WEST)

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

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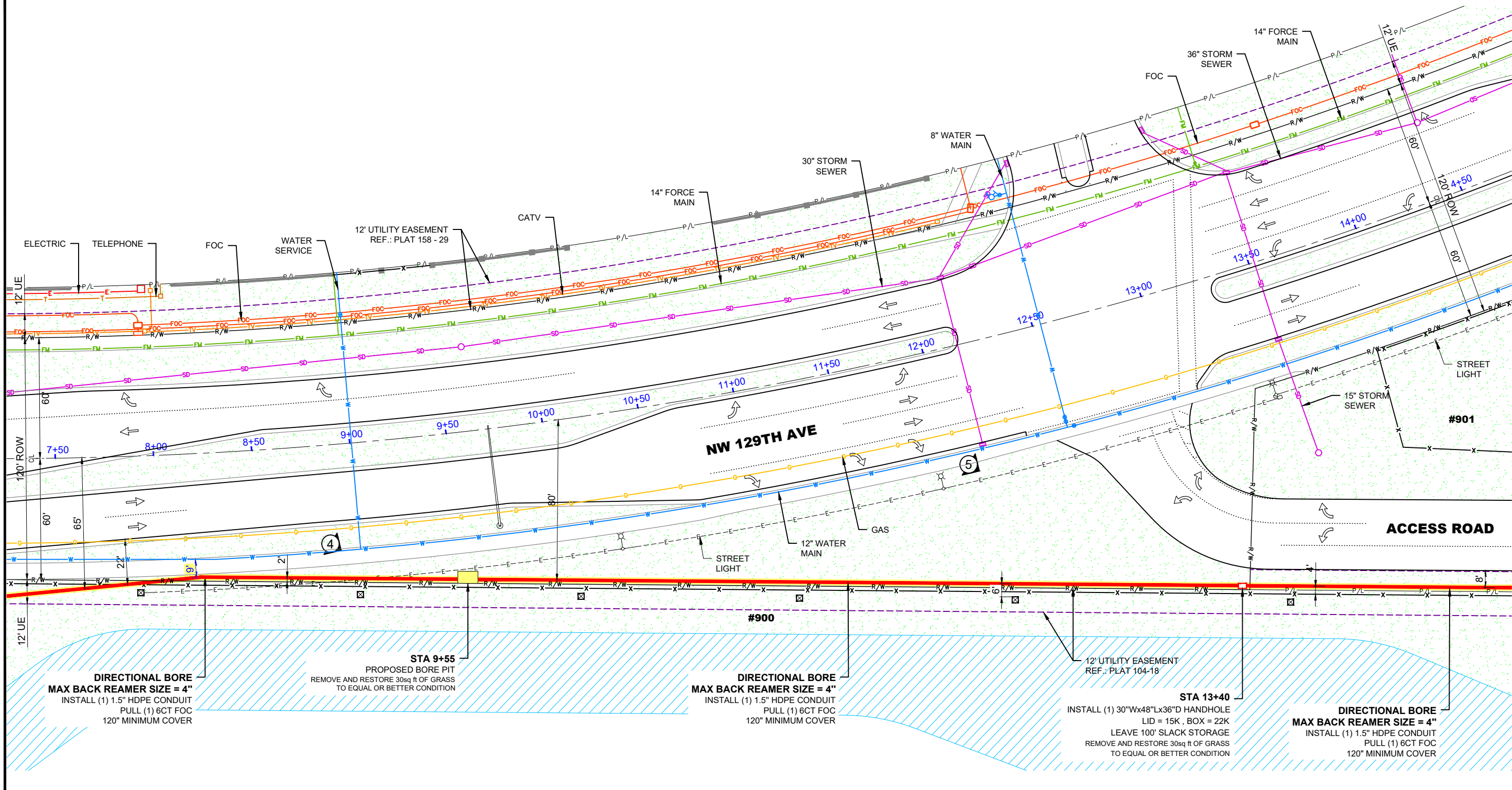
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ENTRY ANGLE 10-14°
BEND RADIUS, MIN 107FT
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RECORD ON UTILITY PLANS
CONSTRUCTION CONTRACTOR
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3				AS-BUILT
2				REVISION # 1
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CONFIDENTIAL/PROPRIETARY				
SHEET: 05E OF 15				

MATCH TO SHEET 05 - STA 7+20



MATCH TO SHEET 07 - STA 14+80

PLAN VIEW

SCALE: 1"=50'

CITY OF PEMBROKE PINES GENERAL NOTES

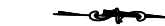
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- CONTRACTOR SHALL CALL "SUNSHINE ONE" AT 1-800-432-4770 OR 811 A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION TO ALLOW FOR "FIELD LOCATES" OF ALL EXISTING UTILITIES WITHIN THE PROJECT LIMITS.
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DITCH WITCH JT20 - SPECS
ENTRY ANGLE 10-14°
BEND RADIUS, MIN 107FT
MIN DEPTH 3' 3"



Know what's below.
Call before you dig.



0 10' 20' 30' 40' 50'
SCALE: 1"=50'

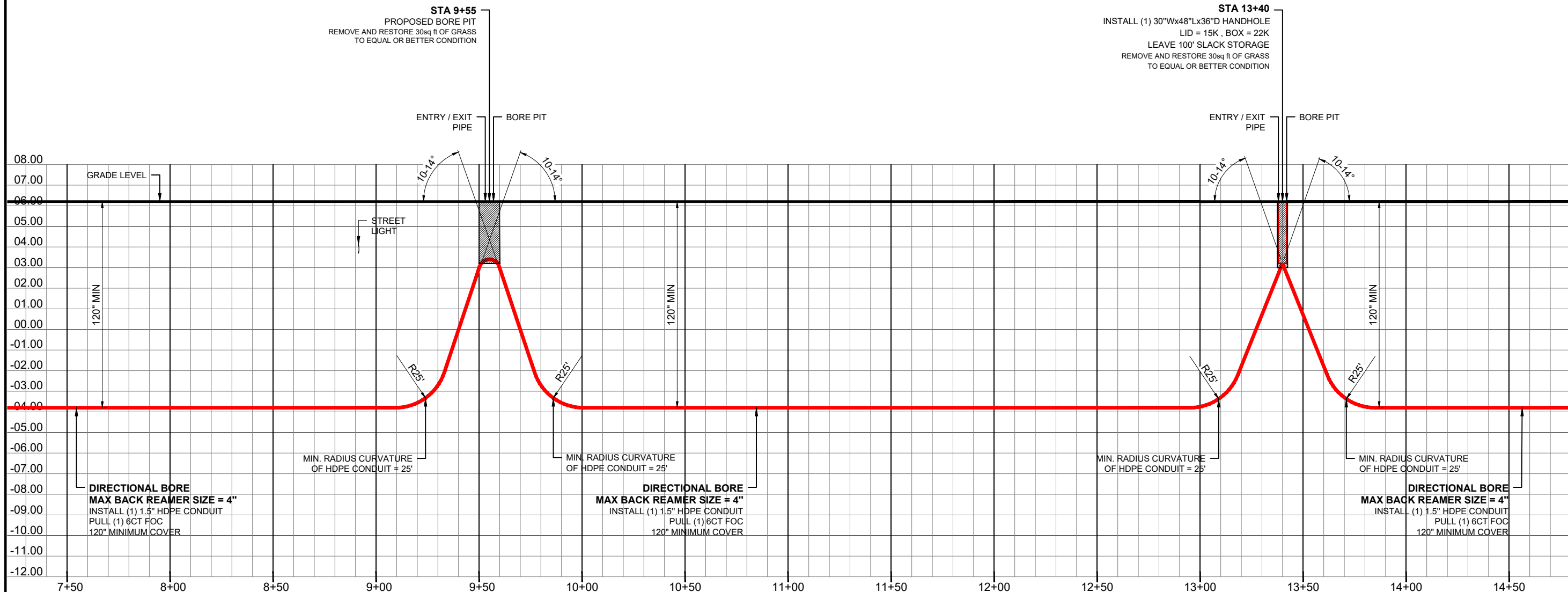
3				AS-BUILT
2				REVISION # 1
1	052824	KMV	AA	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT



CHECKED BY:	GIULIANO LEON
ENGINEERING FIRM:	KMV FIBERTELECOM INC
PROJECT NUMBER:	KMV-PP-24-002
LOCATION:	901 NW 129TH AVE PEMBROKE PINES, FL 33028
DRAWING NAME:	KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24.dwg
CONFIDENTIAL/PROPRIETARY	

SHEET: 06 OF 15

MATCH TO SHEET 05C - STA 7+20



MATCH TO SHEET 07A - STA 14+80

PROFILE - NW 129TH AVE (LOOKING WEST)
HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

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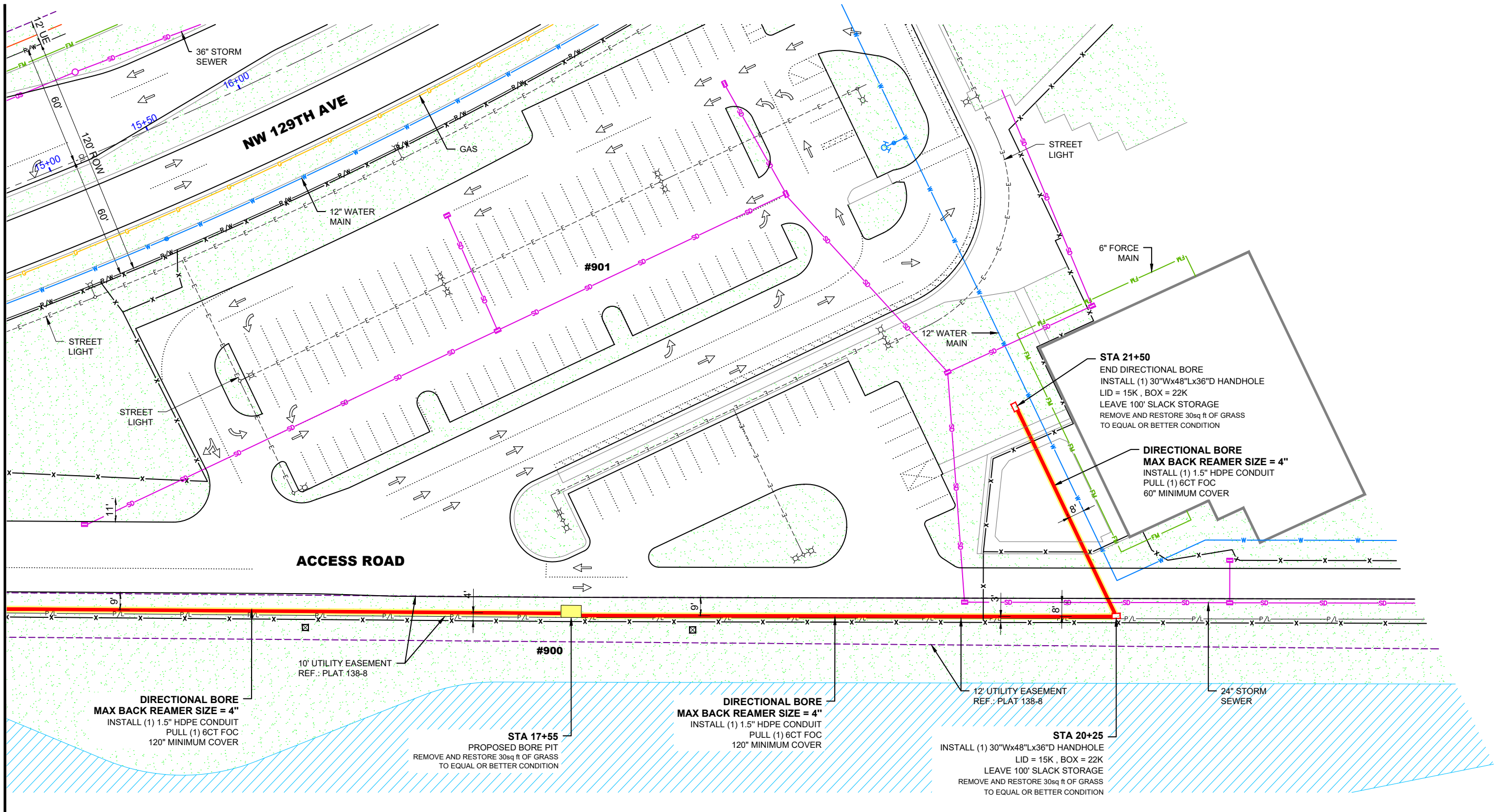
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RECORD ON UTILITY PLANS
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CONFIDENTIAL/PROPRIETARY				SHEET: 06A OF 15

MATCH TO SHEET 06 - STA 14+80



PLAN VIEW

SCALE: 1"=50'

CITY OF PEMBROKE PINES GENERAL NOTES

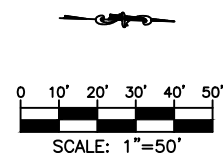
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MIN DEPTH 3' 3"

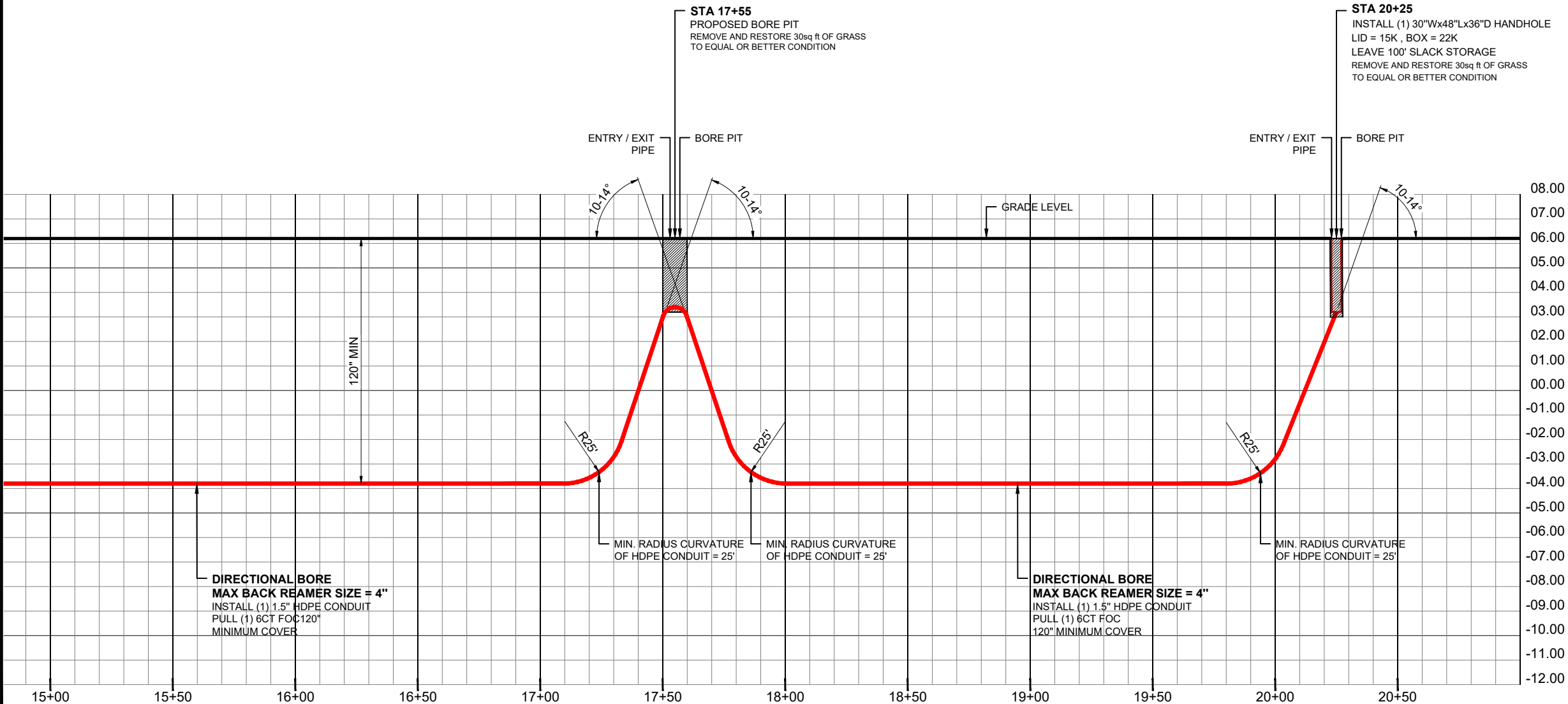


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CONFIDENTIAL/PROPRIETARY				
SHEET: 07				OF 15

MATCH TO SHEET 06A - STA 14+80



PROFILE - NW 129TH AVE (LOOKING WEST)

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

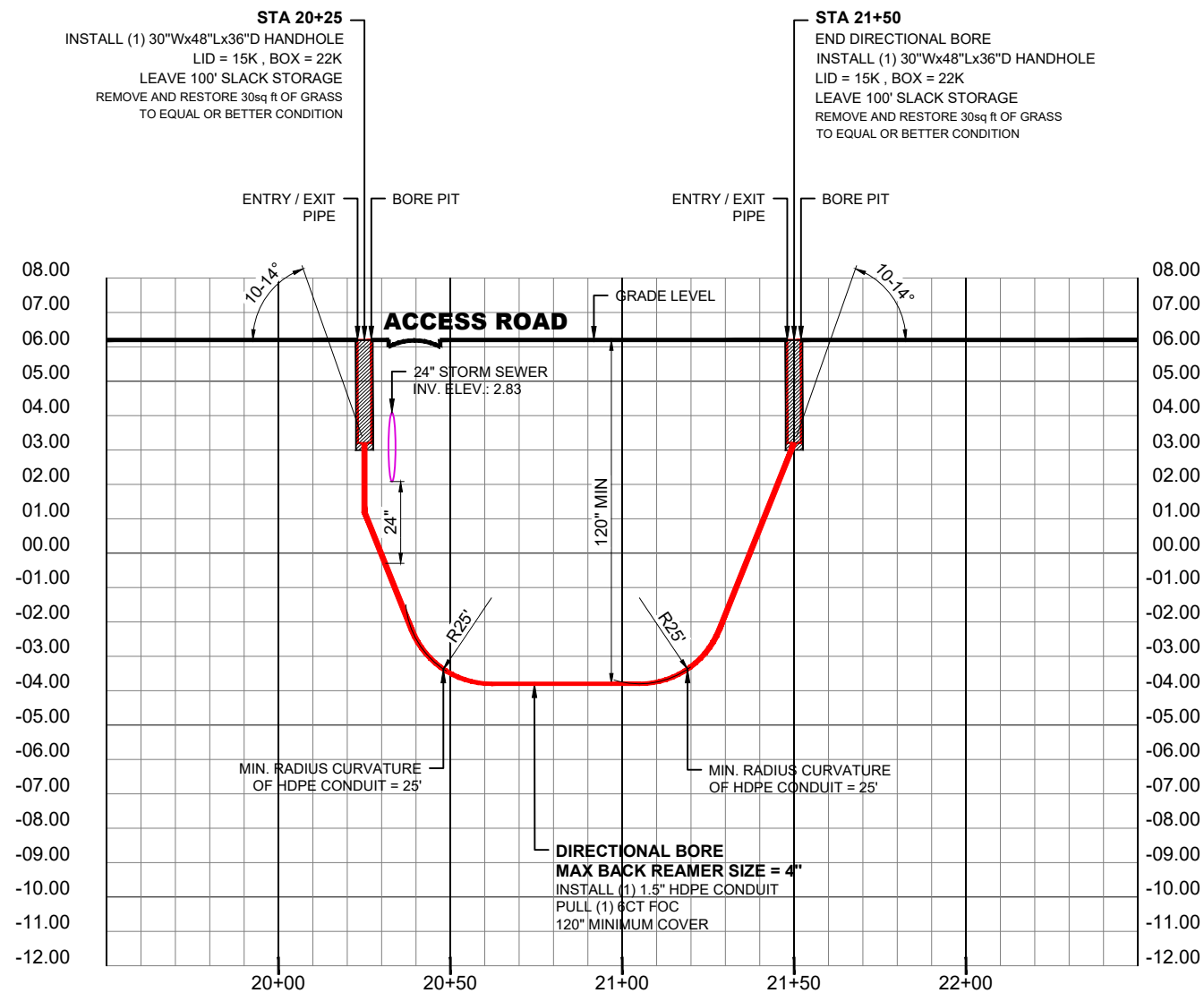
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**RECORD ON UTILITY PLANS
CONSTRUCTION CONTRACTOR
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CONFIDENTIAL/PROPRIETARY				SHEET: 07A OF 15



CROSS SECTION - ACCESS ROAD (LOOKING SOUTH)

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'

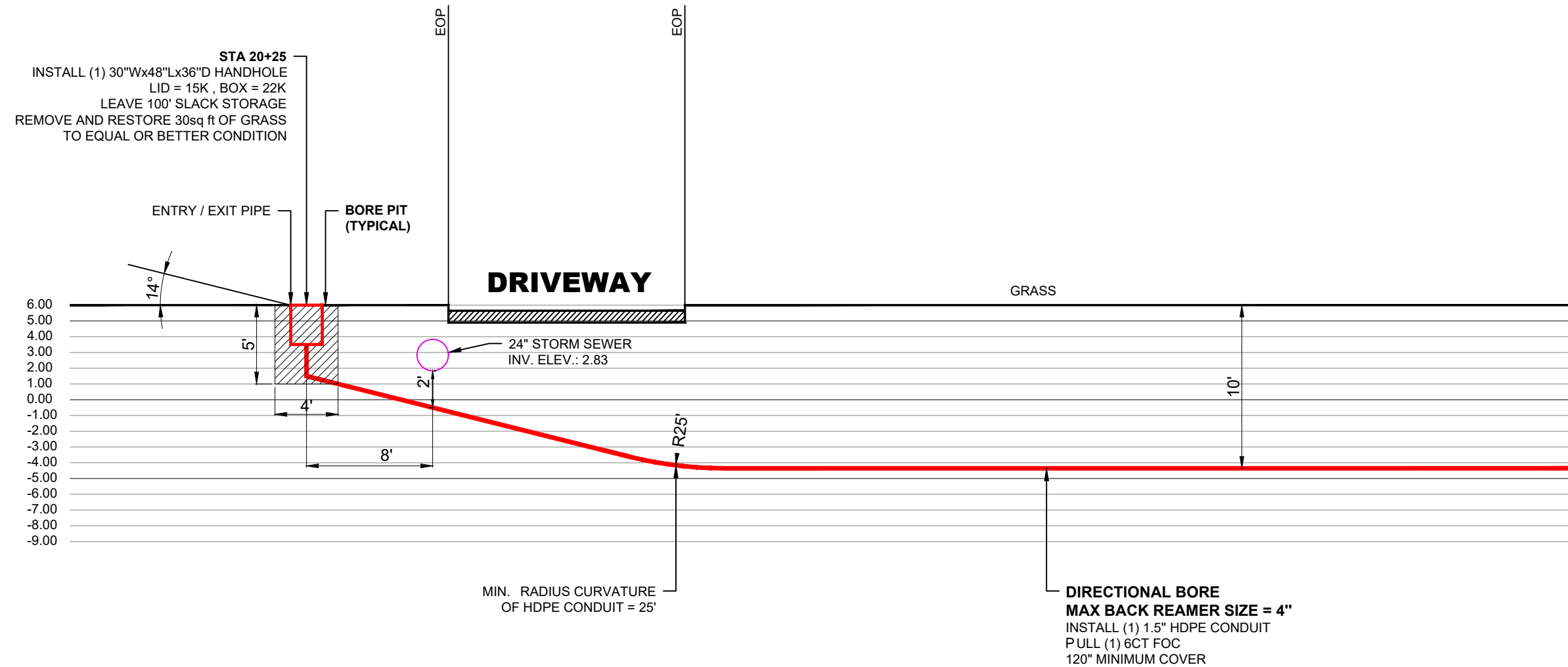
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CONFIDENTIAL/PROPRIETARY				SHEET: 07B OF 15



CROSS SECTION - ACCESS ROAD(LOOKING SOUTH)

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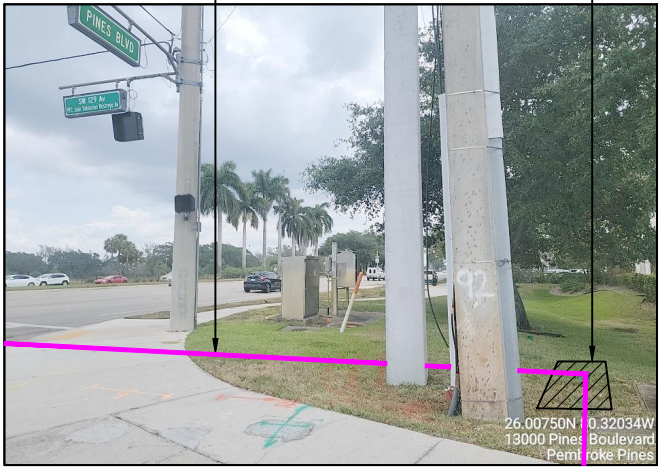
PHOTOGRAPHS

STA 0+00
REMOVE AND RESTORE 30sq ft OF CONCRETE
SIDEWALK TO EQUAL OR BETTER CONDITION
FULL FLAG RESTORATION JOINT TO JOINT
BEGIN DIRECTIONAL BORE (2150')



STA 00+00 BEGIN DIRECTIONAL BORE

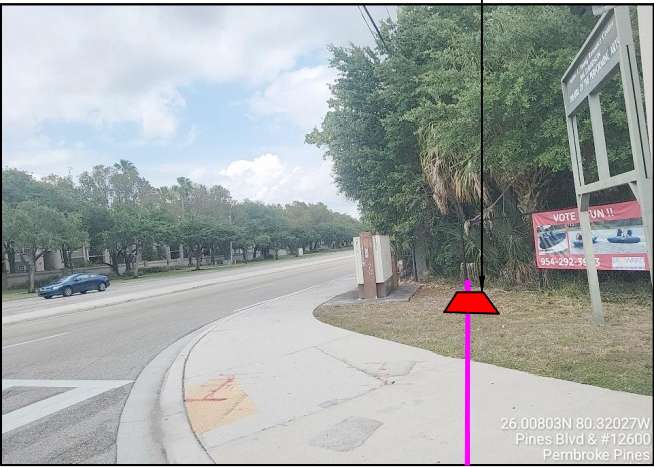
DIRECTIONAL BORE
MAX BACK REAMER SIZE = 4"
INSTALL (1) 1.5" HDPE CONDUIT
PULL (1) 6CT FOC
120" MINIMUM COVER



STA 2+20 PROPOSED BORE PIT

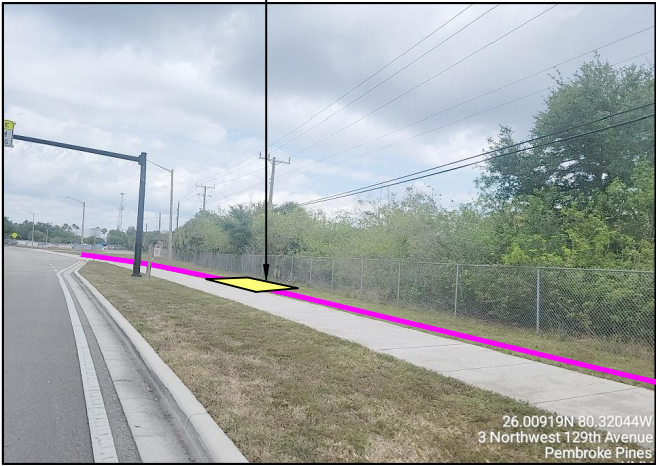
STA 2+20
PROPOSED BORE PIT
REMOVE AND RESTORE 30sq ft OF GRASS
TO EQUAL OR BETTER CONDITION

STA 4+65
INSTALL (1) 24"Wx36"Lx30"D HANDHOLE
LID = 15K , BOX = 22K
LEAVE 100' SLACK STORAGE
REMOVE AND RESTORE 30sq ft OF GRASS
TO EQUAL OR BETTER CONDITION



STA 4+65 INSTALL PEMBROKE PINES HANDHOLE

STA 9+55
PROPOSED BORE PIT
REMOVE AND RESTORE 30sq ft OF GRASS
TO EQUAL OR BETTER CONDITION



STA 9+55 PROPOSED BORE PIT

STA 13+40
INSTALL (1) 30"Wx48"Lx36"D HANDHOLE
LID = 15K , BOX = 22K
LEAVE 100' SLACK STORAGE
REMOVE AND RESTORE 30sq ft OF GRASS
TO EQUAL OR BETTER CONDITION



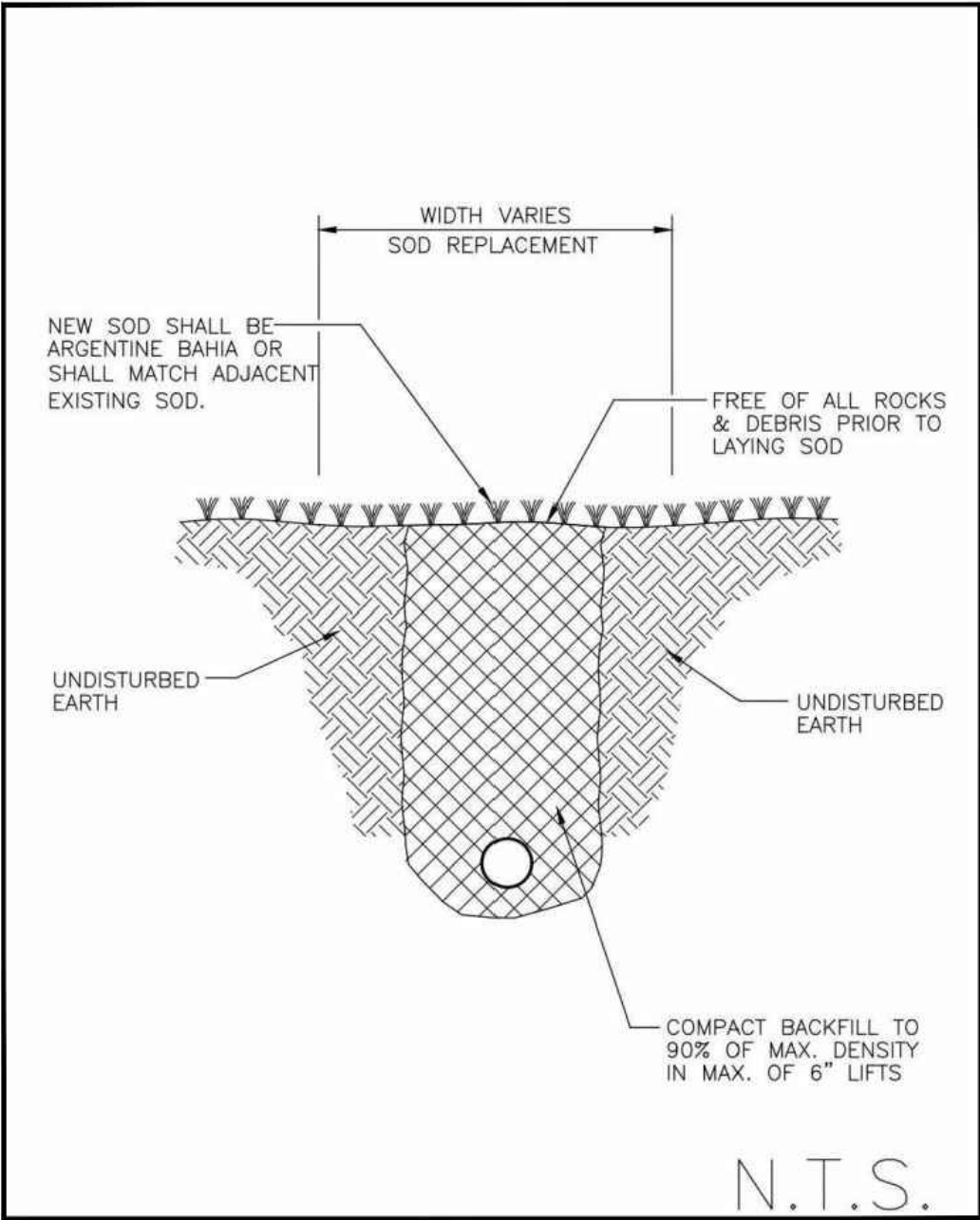
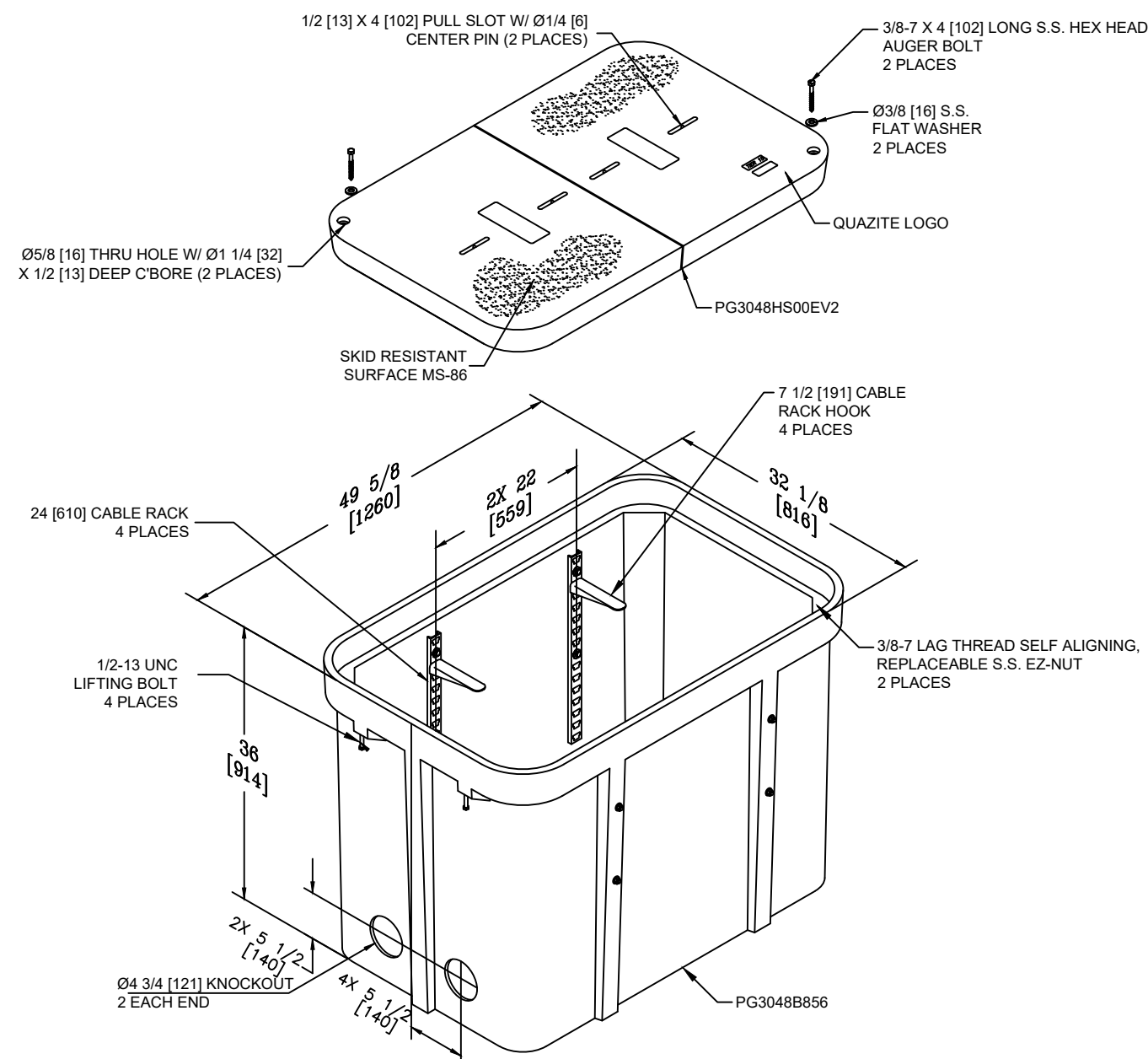
STA 13+40 INSTALL PEMBROKE PINES HANDHOLE

DIRECTIONAL BORE
MAX BACK REAMER SIZE = 4"
INSTALL (1) 1.5" HDPE CONDUIT
W/FIBER OPTIC CABLE
120" MINIMUM COVER

3				AS-BUILT
2				REVISION # 1
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CONFIDENTIAL/PROPRIETARY				
SHEET: 08 OF 15				

TYPICAL

BORE PIT RESTORATION DETAIL



TYPICAL DETAIL - # 2

QUAZITE 30X48X36 ASSEMBLY
W/(4) 24" CABLE RACKS
& (4) 7 1/2" HOOKS
TIER 22 (15K DESIGN LOAD/ 22.5 TEST LOAD)
PG3048Z987EV2

3				AS-BUILT
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CONFIDENTIAL/PROPRIETARY				
SHEET: 09 OF 15				

JR20 DIRECTIONAL DRILL SPECIFICATIONS

JT20 DIRECTIONAL DRILL

OPERATION

	U.S.	METRIC
Spindle speed, max	210 rpm	
Spindle torque, max	2,200 ft.-lb.	2980 N-m
Carriage thrust travel speed	140 fpm	43 m/min
Carriage thrust pullback travel speed	140 fpm	43 m/min
Thrust force	17,000 lb.	75.6 kN
Pullback force	20,000 lb.	89 kN
Bore diameter	4 in.	102 mm
Ground travel speed		
Forward/reverse	3.2 mph	5.2 km/h

POWER (TIER 4) (HRC)

Engine	Deutz TD0.9L4	
Fuel	Diesel	
Cooling medium	Liquid	
Injection	Direct	
Aspiration	Turbocharged	
Number of cylinders	4	
Displacement	177 in ³	2.9 L
Bore	3.62 in	92 mm
Stroke	4.33 in	110 mm
Manufacturer's gross power rating	74 hp	55 kW
Rated speed	2,600 rpm	
Emissions compliance	EPA Tier 4	EU Stage IIIB

POWER (TIER 4) (LRC)

Engine	Deutz TD2.9L4	
Fuel	Diesel	
Cooling medium	Liquid	
Injection	Direct	
Aspiration	Turbocharged	
Number of cylinders	4	
Displacement	177 in ³	2.9 L
Bore	3.62 in	92 mm
Stroke	4.33 in	110 mm
Manufacturer's gross power rating	74 hp	55 kW
Rated speed	2,600 rpm	
Emissions compliance	EPA Tier 4i	EU Stage IIIA

DIMENSIONS

	U.S.	METRIC
Length	207 in.	5.26 m
Width	51.5 in.	1.31 m
Height	90 in.	2.29 m
Weight w/pipe	11,890 lb.	5390 kg
Entry angle	10-14°	
Angle of approach	18°	
Angle of departure	18°	

DRILLING FLUID SYSTEM (ONBOARD)

Pressure, max	1,000 psi	69 bar
Flow, max	35 gpm	132 L/min

FLUID CAPACITIES

Hydraulic reservoir	19 gal.	72 L
Fuel tank	30 gal.	114 L
Engine oil w/filter	8.5 qt.	8 L
Engine cooling system	4.6 gal.	17 L

POWER PIPE® HD

Length of drill pipe, nominal	120 in.	3.05 m
Diameter of drill pipe, tool joint end	2.63 in.	66.8 mm
Diameter of drill pipe	2.66 in.	67.3 mm
Bend radius, min	107 ft.	32 m
Weight of drill pipe, lined	67 lb.	30.4 kg

POWER PIPE FORGED HD

Length	120 in.	3.05 m
Diameter of drill pipe, tool joint end	2.5 in.	63.5 mm
Diameter of drill pipe	2.10 in.	53.3 mm
Bend radius, min	109 ft.	33.2 m

POWER PIPE FORGED HDX

Length	120 in.	3.05 m
Diameter of tool joint	2.63 in.	66.8 mm
Diameter of drill pipe	2.38 in.	60.5 mm
Bend radius, min	123 ft.	37.5 m

BATTERY

SAE reserve capacity rating	195 min.
SAE cold crank rating (30°F (-18°C))	950 amps

Specifications are general and subject to change without notice. If exact measurements are required, equipment should be weighed and measured. Due to selected options, delivered equipment may not necessarily match that shown.



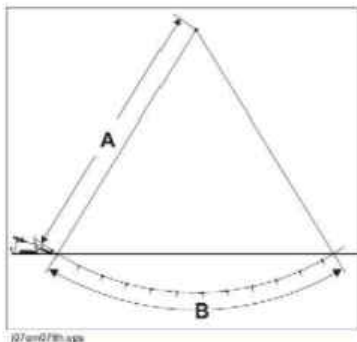
JT20 Operator's Manual Plan Bore Path

Prepare - 69

Bend Radius

JT20 Power Pipe® HD drill pipes have a tested minimum bend radius of 107' (32.6 m). This means that a 90-degree bend in the bore path:

- has a radius (A) of 107' (32.6 m)
- requires approximately 168' (51.2 m) of drill pipe (B).



JT20 Ditch Witch® Forged HD drill pipes have a tested minimum bend radius of 109' (33.2 m). This means that a 90-degree bend in the bore path:

- has a radius (A) of 109' (33.2 m)
- requires approximately 171' (52.1 m) of drill pipe (B).

JT20 Forged drill pipes have a tested minimum bend radius of 108' (32.9 m). This means that a 90-degree bend in the bore path:

- has a radius (A) of 108' (32.9 m)
- requires approximately 170' (51.8 m) of drill pipe (B).

NOTICE: Bending drill pipe more sharply than recommended will damage the pipe and cause failure over time.

- If bend radius is reduced, drill pipe life is reduced.
- If bend radius is increased, drill pipe life is increased.

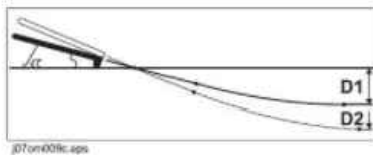
IMPORTANT: Use the charts on the next page to keep bends within safe limits.

JT20 Operator's Manual Plan Bore Path

Prepare - 73

Minimum Depth

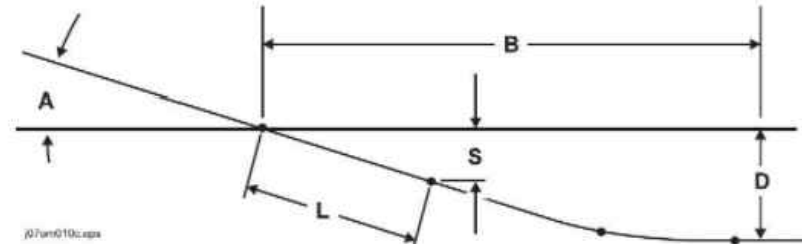
Because you must bend pipe gradually, entry pitch and bend limits determine how deep the pipe will be when it becomes horizontal. This is called the **minimum depth**.



- To reduce minimum depth (D1), reduce entry pitch. This also decreases setback.
- To increase minimum depth (D2), increase entry pitch. This also increases setback.

Bore Path Calculator

Entry pitch, setback, and minimum depth work together with bend limits to determine the bore path. To find the setback (B) and entry pitch (A) that will take you to the desired minimum depth (D), use the chart below.



IMPORTANT: Numbers in table based on **drill pipe minimum bend radius**, beacon housing, EZ-Connect, connector, transition sub, and 1/3 of first drill pipe (L, totaling 8' 8" [2.6 m]) in the ground before steering.

Power Pipe® HD

Minimum depth (D)	Entry pitch (A)	Setback (B)	Depth to begin steering (S)
3 ft 3 in (1 m)	-18%	27 ft 6 in (8.4 m)	1 ft 7 in (0.48 m)
3 ft 10 in (1.2 m)	-20%	29 ft 6 in (9 m)	1 ft 9 in (0.53 m)
4 ft 5 in (1.3 m)	-22%	31 ft 6 in (9.6 m)	1 ft 11 in (0.58 m)
5 ft 0 in (1.5 m)	-24%	33 ft 5 in (10.2 m)	2 ft 1 in (0.64 m)
5 ft 8 in (1.7 m)	-26%	35 ft 4 in (10.8 m)	2 ft 3 in (0.69 m)

3				AS-BUILT
2				REVISION # 1
1	052824	KMV	AA	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
CHECKED BY: GIULIANO LEON				
ENGINEERING FIRM: KMV FIBERTELECOM INC				
PROJECT NUMBER: KMV-PP-24-002				
LOCATION: 901 NW 129TH AVE PEMBROKE PINES, FL 33028				
DRAWING NAME: KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24.dwg				
CONFIDENTIAL/PROPRIETARY				
SHEET: 10 OF 15				

TYPICAL	
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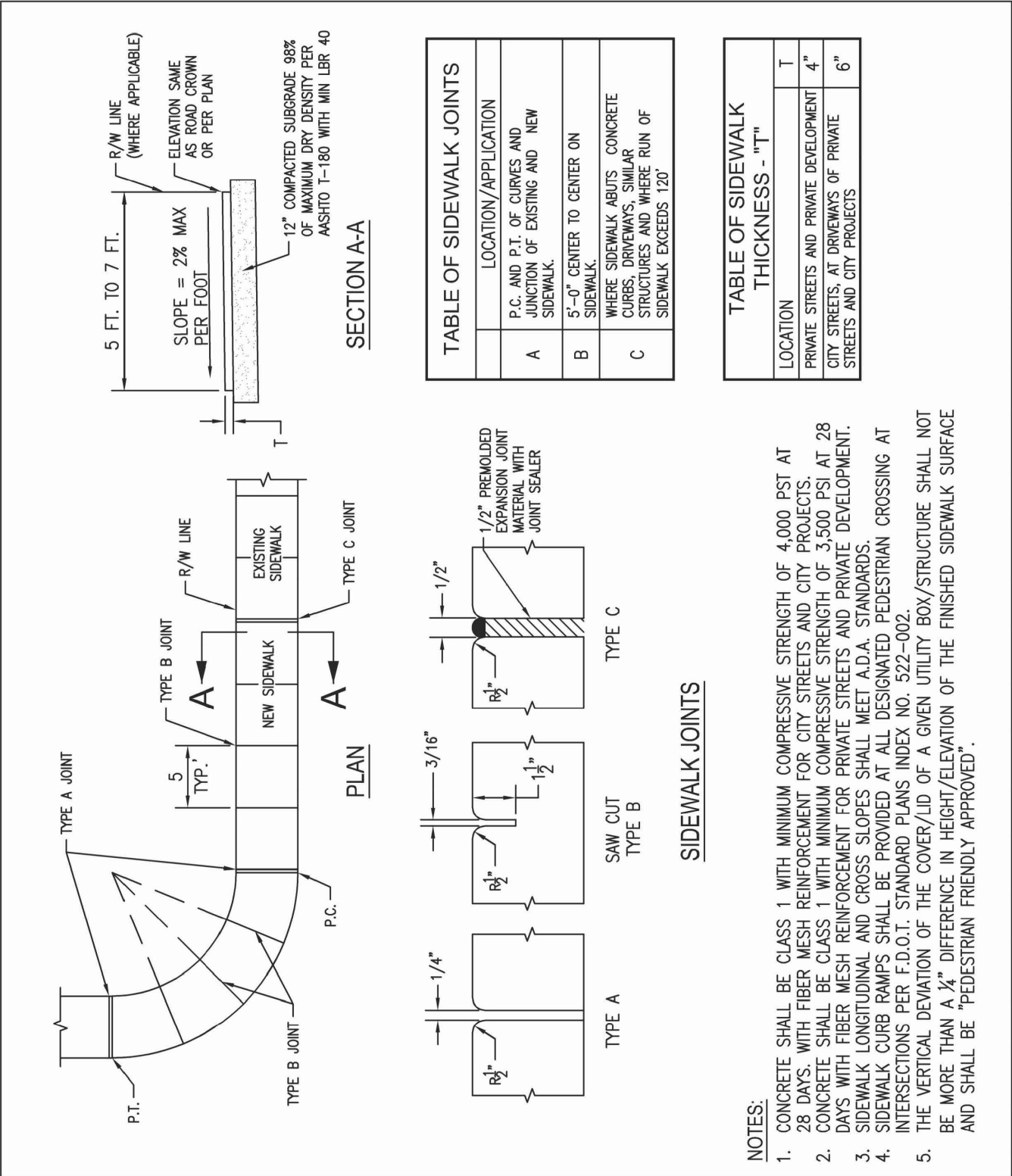


TABLE OF SIDEWALK THICKNESS - "T"	
LOCATION	T
PRIVATE STREETS AND PRIVATE DEVELOPMENT	4"
CITY STREETS, AT DRIVEWAYS OF PRIVATE STREETS AND CITY PROJECTS	6"

1. CONCRETE SHALL BE CLASS 1 WITH MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. WITH FIBER MESH REINFORCEMENT FOR CITY STREETS AND CITY PROJECTS.
2. CONCRETE SHALL BE CLASS 1 WITH MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI AT 28 DAYS WITH FIBER MESH REINFORCEMENT FOR PRIVATE STREETS AND PRIVATE DEVELOPMENT.
3. SIDEWALK LONGITUDINAL AND CROSS SLOPES SHALL MEET A.D.A. STANDARDS.
4. SIDEWALK CURB RAMPS SHALL BE PROVIDED AT ALL DESIGNATED PEDESTRIAN CROSSING AT INTERSECTIONS PER F.D.O.T. STANDARD PLANS INDEX NO. 522-002.
5. THE VERTICAL DEVIATION OF THE COVER/LID OF A GIVEN UTILITY BOX/STRUCTURE SHALL NOT BE MORE THAN A 1/4" DIFFERENCE IN HEIGHT/ELEVATION OF THE FINISHED SIDEWALK SURFACE AND SHALL BE "PEDESTRIAN FRIENDLY APPROVED".

SIDEWALK JOINTS

SAW CUT
TYPE B

TYPE A

R-28



PEMBROKE PINES

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ENGINEERING FIRM:	KMV FIBERTELECOM INC
PROJECT NUMBER:	KMV-PP-24-002
LOCATION:	901 NW 129TH AVE PEMBROKE PINES, FL 33028
DRAWING NAME:	KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24.dwg
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10/27/2022 7:35:59 AM

SHEET	TABLE OF CONTENTS
1	General Notes, TTC Tables
2	Definitions Temporary Traffic Control Devices Overhead Work Railroads Sight Distance Above Ground Hazard
3	Clear Zone Widths For Work Zones Superelevation Length Of Lane Closures Overweight/Oversize Vehicles Lane Widths High-Visibility Safety Apparel Speed Reduction Signing
4	Flagger Control Survey Work Zones Signs
5	Work Zone Sign Supports
6	Commonly Used Warning and Regulatory Signs In Work Zones
7	Manholes/Crosswalks/Joints Truck Mounted Attenuators Signals Channelizing Devices Channelizing Devices Consistency Advanced Warning Arrow Boards
8	Drop-Offs In Work Zones
9	Business Entrance Temporary Asphalt Separator
10	Channelizing Devices Notes Temporary Barrier Notes
11	Pavement Markings

GENERAL NOTES:

1. This Index contains information specific to the Federal and State guidelines and standards for the preparation of traffic control plans and for the execution of traffic control in work zones, for construction and maintenance operations and utility work on highways, roads and streets on the State Highway System. Certain requirements in this Index are based on the high volume nature of State Highways. For highways, roads and streets off the State Highway System, the local agency (City/County) having jurisdiction may adopt requirements based on the minimum requirements provided in the MUTCD.
2. Use this Index in accordance with the Plans and Indexes 102-601 through 102-680. Indexes 102-601 through 102-680 are Department-specific typical applications of commonly encountered situations. Adjust device location or number thereof as recommended by the Worksite Traffic Supervisor and approved by the Engineer. Devices include, but are not limited to, flaggers, portable temporary signals, signs, pavement markings, and channelizing devices. Comply with MUTCD or applicable Department criteria for any changes and document the reason for the change.
3. Except for emergencies, any road closure on State Highway System must comply with Section 335.15, F.S.

TABLE 1 CHANNELIZING DEVICE SPACING				
Work Zone Speed (mph)	Max. Spacing (feet)			
	Cones or Temporary Tubular Markers		Type I Barricades, Type II Barricades, Vertical Panels, or Drums	
	Taper	Tangent	Taper	Tangent
≤ 45	25	50	25	50
≥ 50	25	50	50	100

TABLE 2 TAPER LENGTH "L"	
Work Zone Speed (mph)	Min. Length (feet)
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$
Where: W = width of offset in feet S = speed in mph	

TABLE 3 WORK ZONE SIGN SPACING "X"	
Road Type	Min. Spacing (feet)
Arterials and Collectors with Work Zone Speed ≤ 40 mph	200
Arterials and Collectors with Work Zone Speed ≥ 45 mph	500
Limited Access Roadways *	1,500
* For Limited access roadways with work zone speed ≤ 55 mph, the minimum spacing may be reduced in accordance with the MUTCD and as approved by the Engineer.	

TABLE 4 BUFFER LENGTH "B"	
Work Zone Speed (mph)	Min. Length (feet)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730
Note: When Buffer Length "B" cannot be attained due to geometric constraints, use the greatest length possible, but not less than 155 feet.	

3				AS-BUILT
2				REVISION # 1
1	052824	KMV	AA	ORIGINAL
NO.	DATE	ENG	DESIGN	DRAFTING
COMMENT				

PEMBROKE PINES

CHECKED BY: GIULIANO LEON

ENGINEERING FIRM: KMV FIBERTELECOM INC

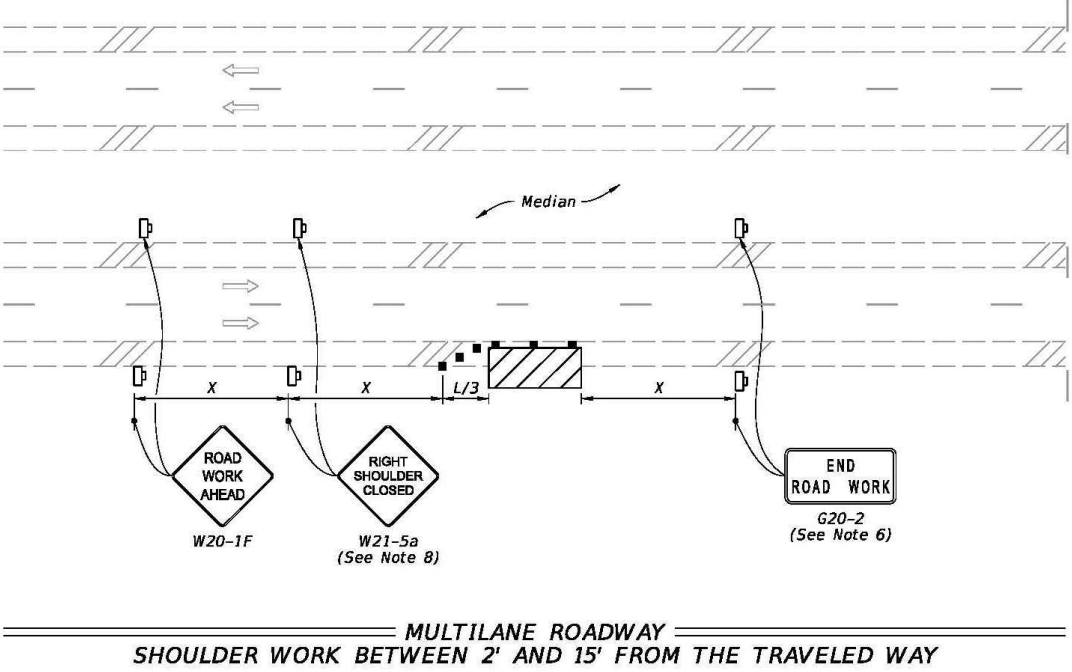
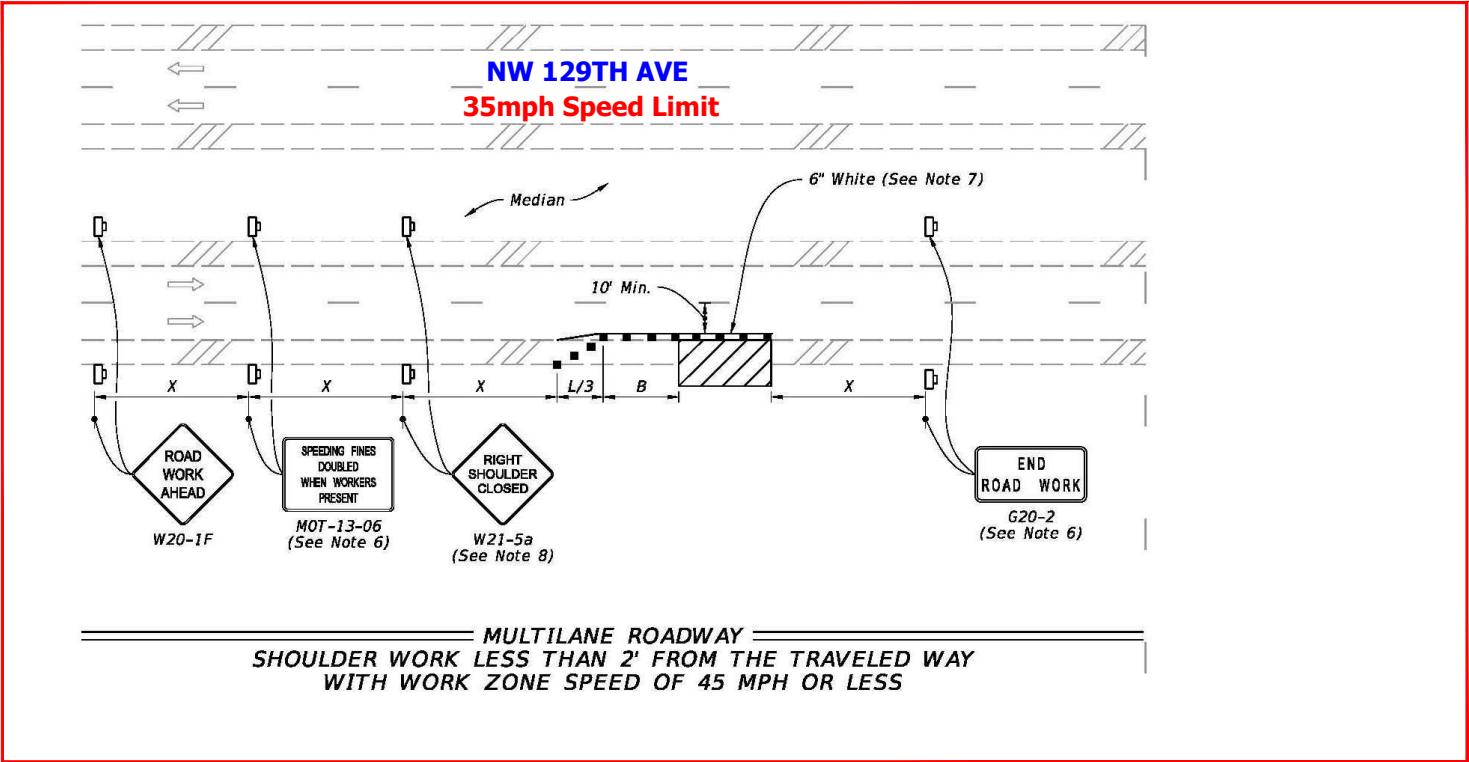
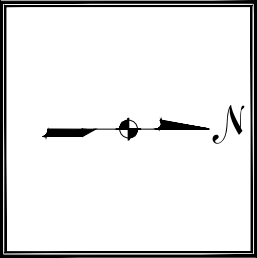
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LOCATION: 901 NW 129TH AVE
PEMBROKE PINES, FL 33028

DRAWING NAME: KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG
MIDDLE SCHOOL 4-2-24.dwg

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SHEET: 11 OF 15



DO NOT APPLY

- SYMBOLS:**
- Work Area
 - Channelizing Device (See Index 102-600)
 - Work Zone Sign
 - Lane Identification and Direction of Traffic

LAST
REVISION
11/01/20

DESCRIPTION:
**PROPOSAL UNDERGROUND CONDUITS IN R/W
NW 129TH AVE**



**FY 2023-24
STANDARD PLANS**

TWO-LANE AND MULTILANE, WORK ON SHOULDER

INDEX
102-602

SHEET
2 of 2

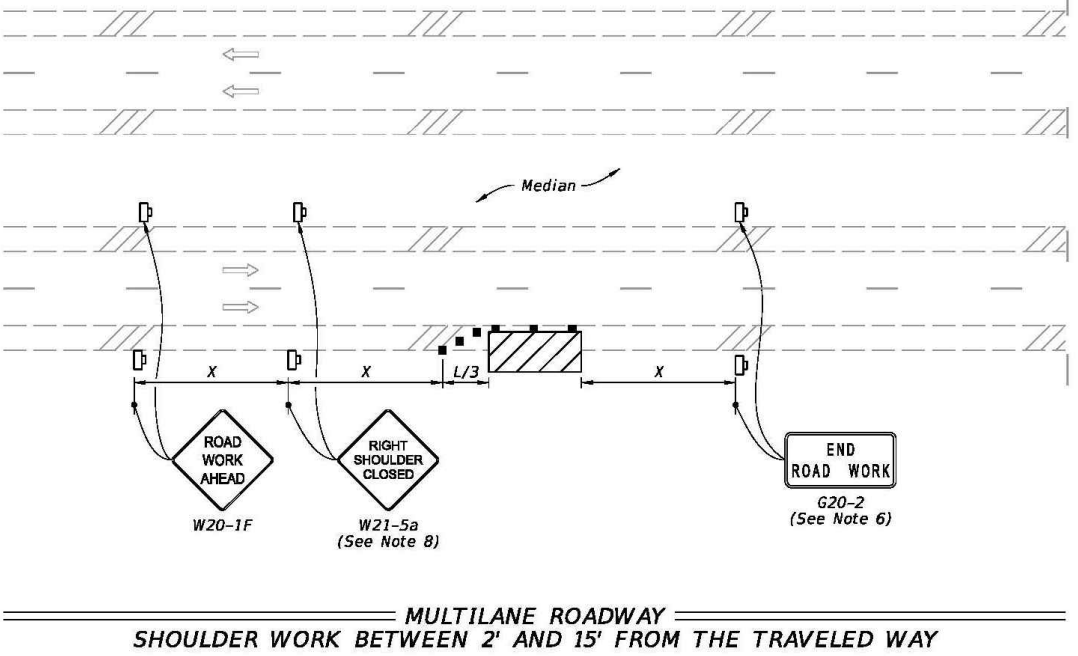
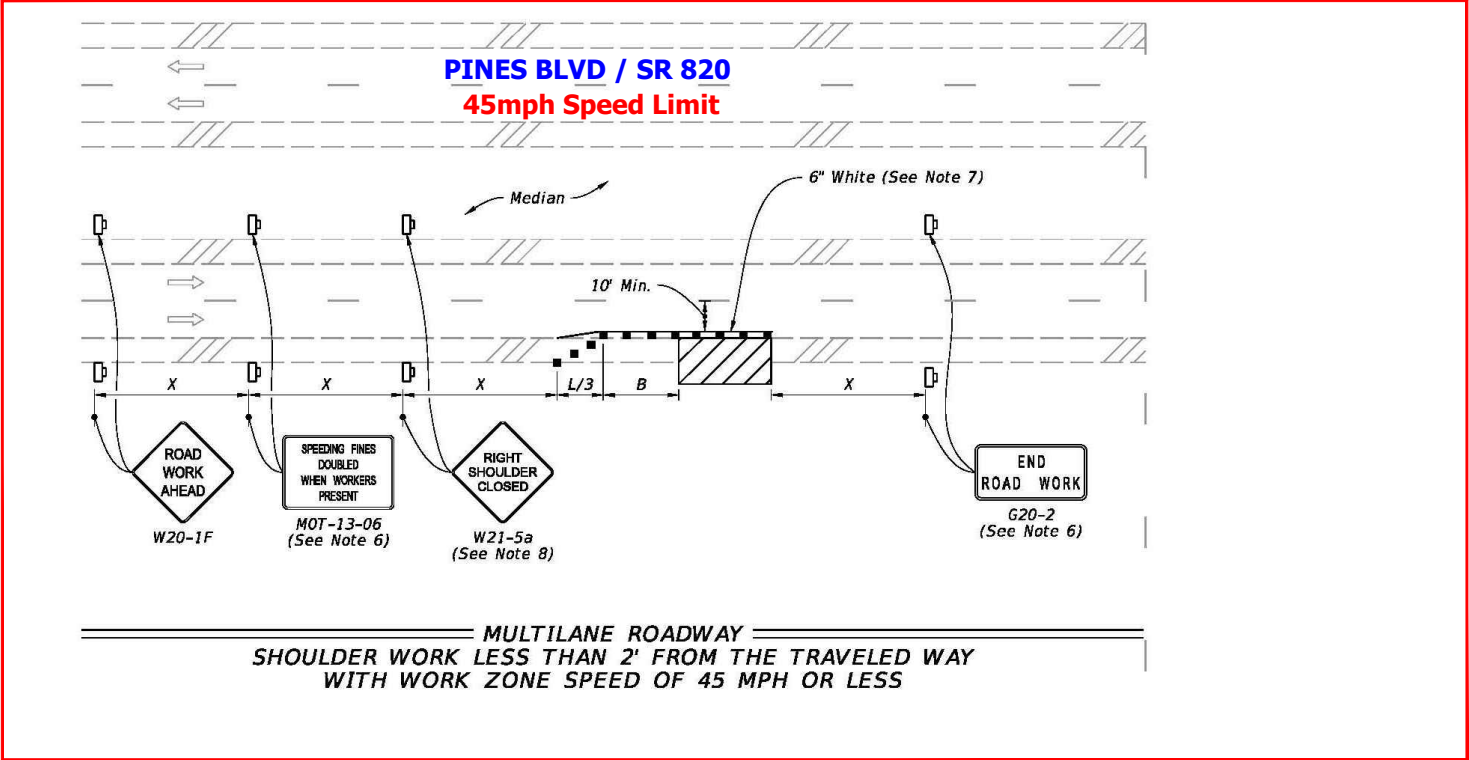
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2				REVISION # 1
1	052824	KMV	AA	ORIGINAL
NO.	DATE	ENG	DESIGN	DRAFTING
				COMMENT



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ENGINEERING FIRM: **KMV FIBERTELECOM INC**
PROJECT NUMBER: KMV-PP-24-002
LOCATION: 901 NW 129TH AVE
PEMBROKE PINES, FL 33028
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MIDDLE SCHOOL 4-2-24.dwg
CONFIDENTIAL/PROPRIETARY

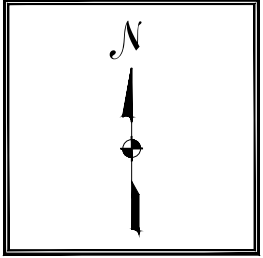
SHEET: 12 OF 15

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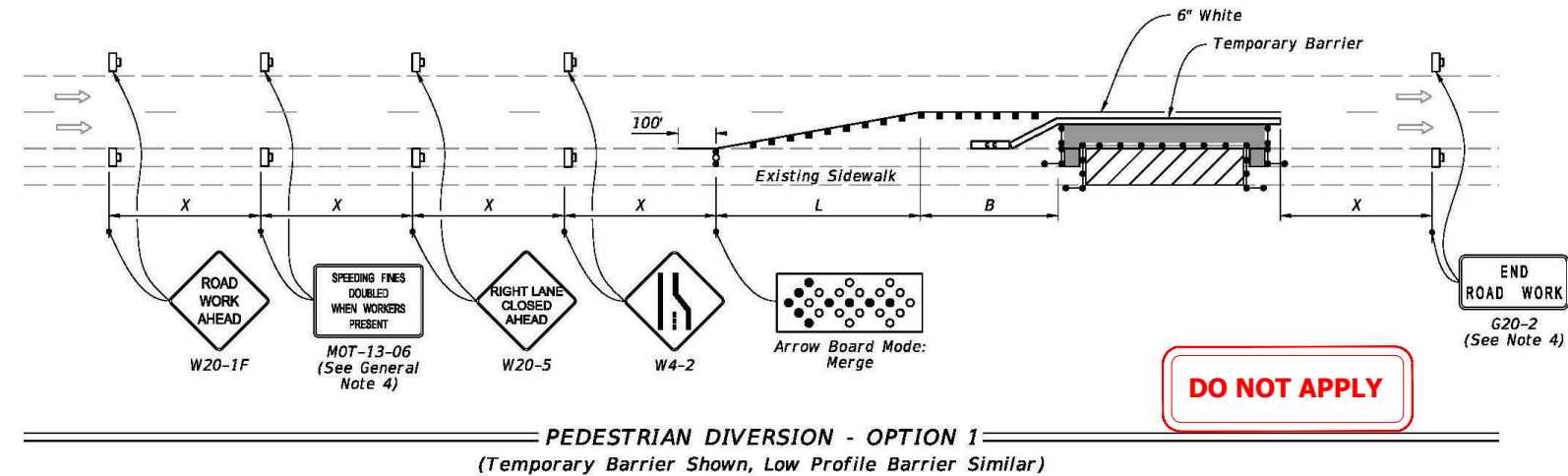
DO NOT APPLY

- SYMBOLS:**
- Work Area
 - Channelizing Device (See Index 102-600)
 - Work Zone Sign
 - Lane Identification and Direction of Traffic



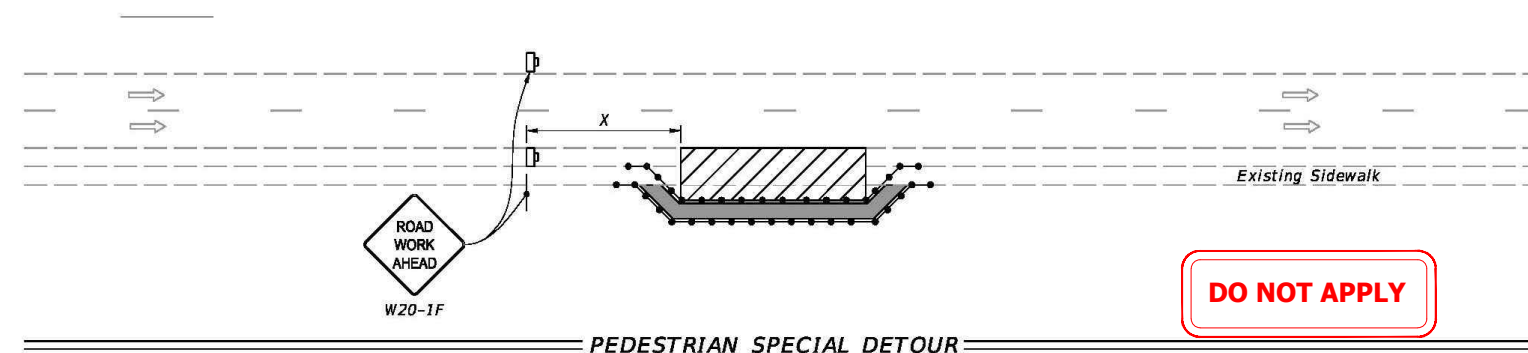
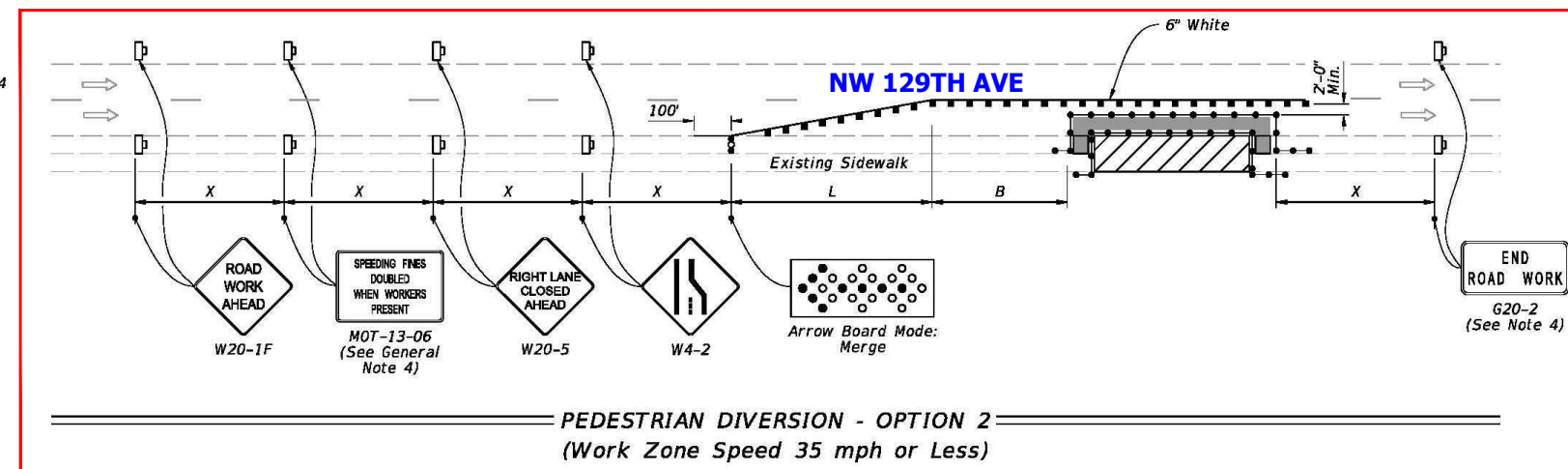
LAST REVISION 11/01/20	DESCRIPTION: PROPOSAL UNDERGROUND CONDUITS IN R/W PINES BLVD / SR 820	FY 2023-24 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 2 of 2
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3				AS-BUILT
2				REVISION # 1
1	052824	KMV	AA	ORIGINAL
NO.	DATE	ENG	DESIGN	DRAFTING
PEMBROKE PINES				
CHECKED BY: GIULIANO LEON				
ENGINEERING FIRM: KMV FIBERTELECOM INC				
PROJECT NUMBER: KMV-PP-24-002				
LOCATION: 901 NW 129TH AVE PEMBROKE PINES, FL 33028				
DRAWING NAME: KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24.dwg				
CONFIDENTIAL/PROPRIETARY				
SHEET: 13 OF 15				



- NOTES:**

1. L = Taper Length
 B = Buffer Length
 X = Work Zone Sign Distance
See Index 102-600 for "L", "B", "X", channelizing device spacing values.
2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.
4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.
5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.



SYMBOLS:

-  **Work Area**
-  **Temporary Pedestrian Way**
-  **Channelizing Device (See Index 102-600)**
-  **Pedestrian Longitudinal Channelizing Device (LCD)**
-  **Work Zone Sign**
-  **Arrow Board**
-  **Crash Cushion**
-  **Lane Identification and Direction of Traffic**

3				AS-BUILT
2				REVISION # 1
1	052824	KMV	AA	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT



PEMBROKE PINES

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DRAWING NAME:	KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24.dwg
CONFIDENTIAL/PROPRIETARY	SHEET: 14 OF 15

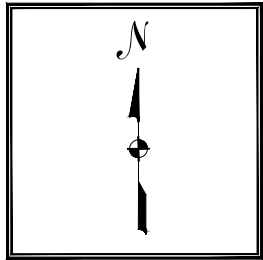
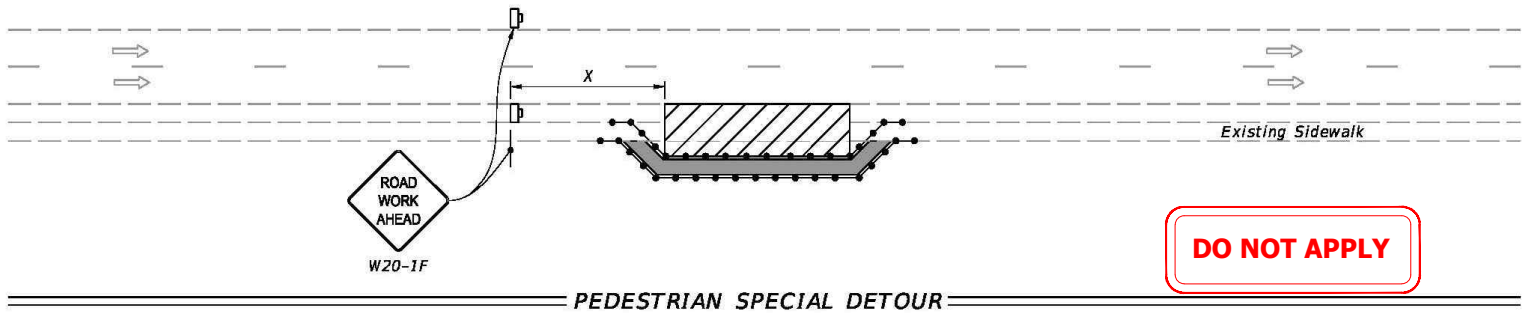
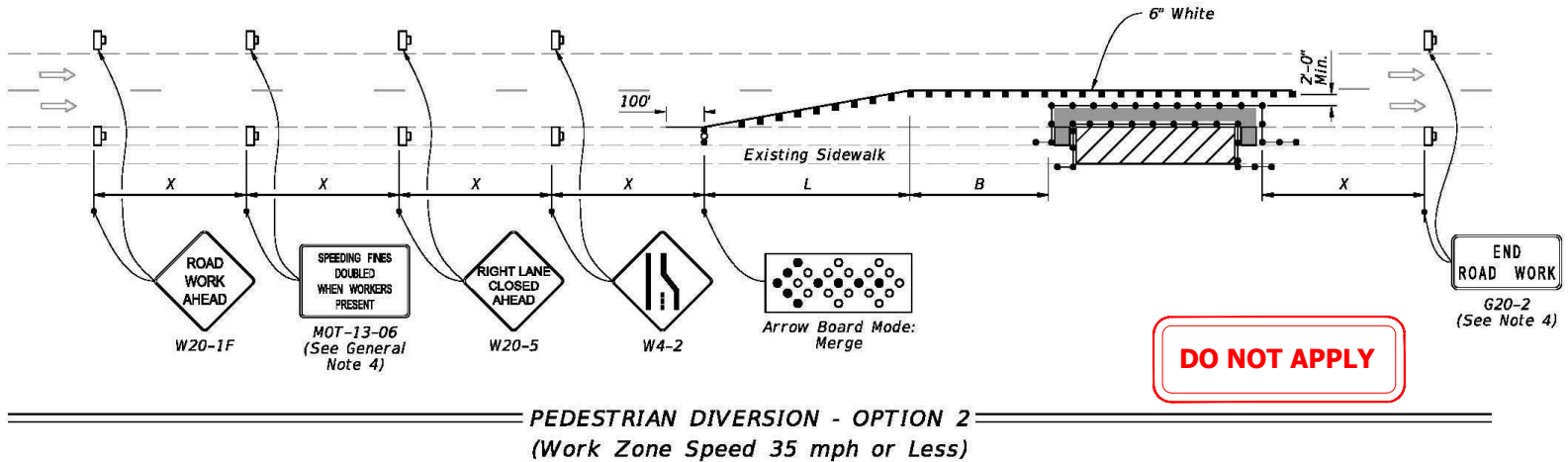
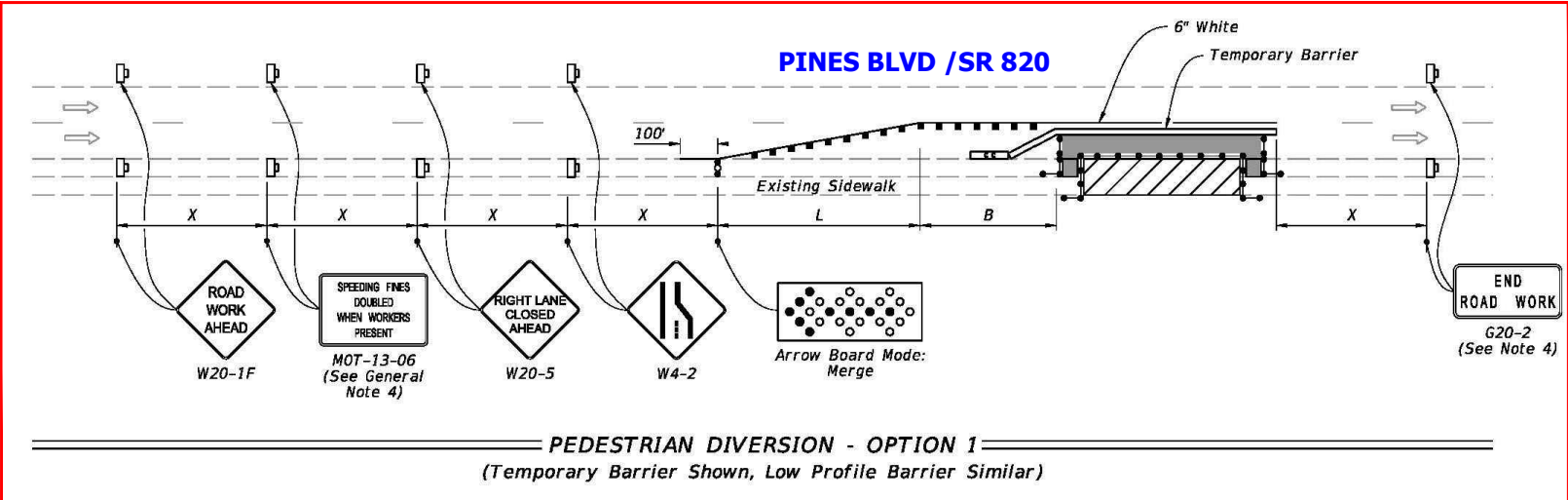
SHEET: 14 OF 15

NOTES:

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- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic



DO NOT APPLY

DO NOT APPLY

2/21/2023 10:19:10 AM

LAST REVISION	DESCRIPTION:	FY 2023-24 STANDARD PLANS	INDEX	SHEET
11/01/21	PROPOSAL UNDERGROUND CONDUITS IN R/W PINES BLVD /SR 820	FDOT	102-660	2 of 2

3				AS-BUILT
2				REVISION # 1
1	052824	KMV	AA	ORIGINAL
NO.	DATE	ENG	DESIGN	DRAFTING
				COMMENT
CHECKED BY: GIULIANO LEON				
ENGINEERING FIRM: KMV FIBERTELECOM INC				
PROJECT NUMBER: KMV-PP-24-002				
LOCATION: 901 NW 129TH AVE				
PEMBROKE PINES, FL 33028				
DRAWING NAME: KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24.dwg				
CONFIDENTIAL/PROPRIETARY				
SHEET: 15 OF 15				

PROJECT: KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24
ADDRESS: 901 NW 129TH AVE, PEMBROKE PINES, FL 33028 - FDOT PERMIT



CONTACTS

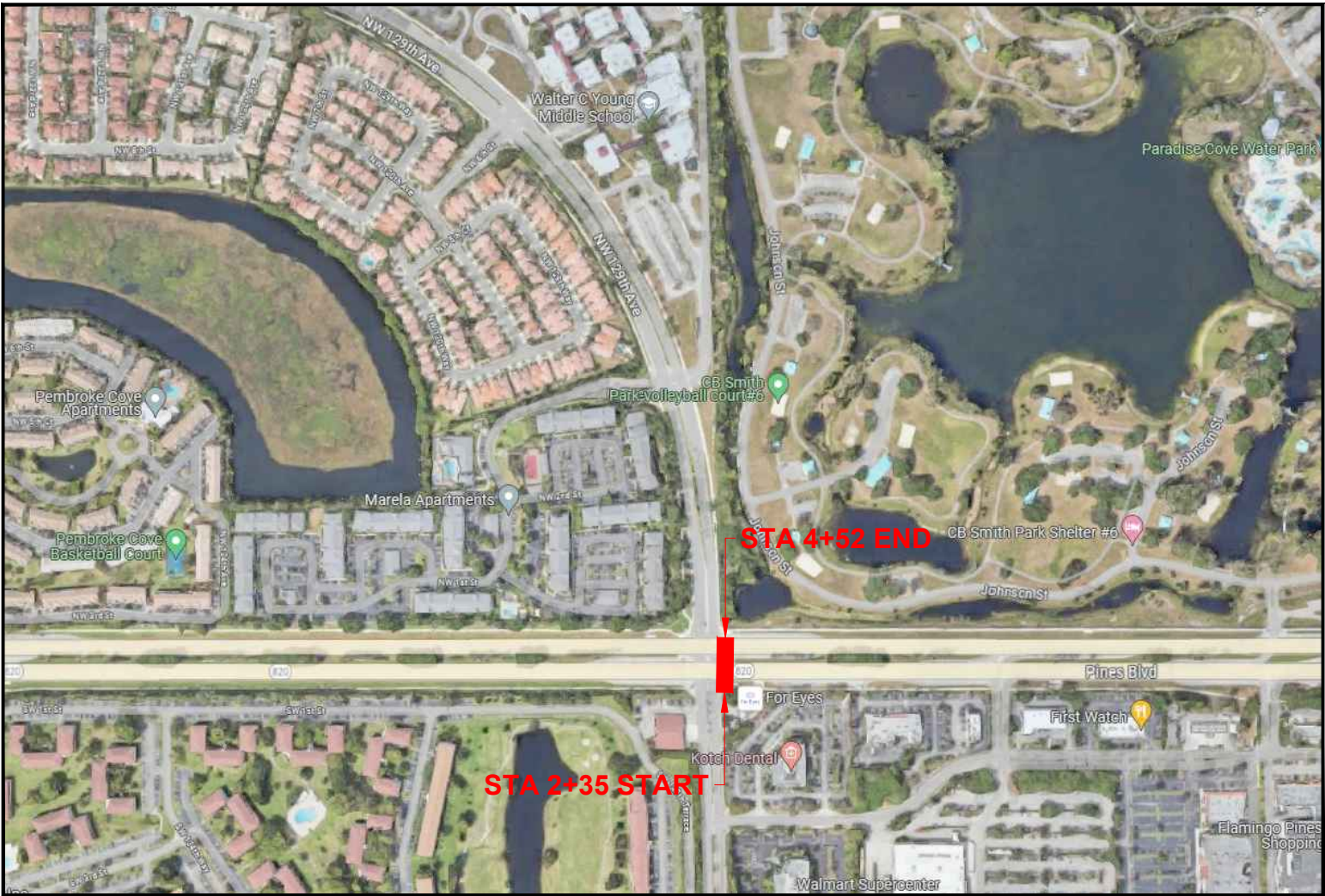
PEMBROKE PINES
JOHN L. ENGLAND
DESIGN ENGINEER
PHONE: (954) 518-8905
JENGLAND@PPINES.COM

KMV FIBERTELECOM INC
SANDRA KARINA VARGAS
10604 NW 48TH ST
CORAL SPRINGS FL 33076
PHONE: 954-937-5239
KARINAV@KMVFIBERTELECOM.COM



SITE INDEX

- 01 OF 06 - COVER SHEET/SITE LOCATION
- 02 OF 06 - OVERALL MAP
- 03 OF 06 TO 04 OF 06 - CONSTRUCTION NOTES
- 05 OF 06 TO 05A OF 06 - PLAN VIEWS & PROFILES
- 06 OF 06 - PHOTOGRAPHS



SITE LOCATION
SCALE: NTS

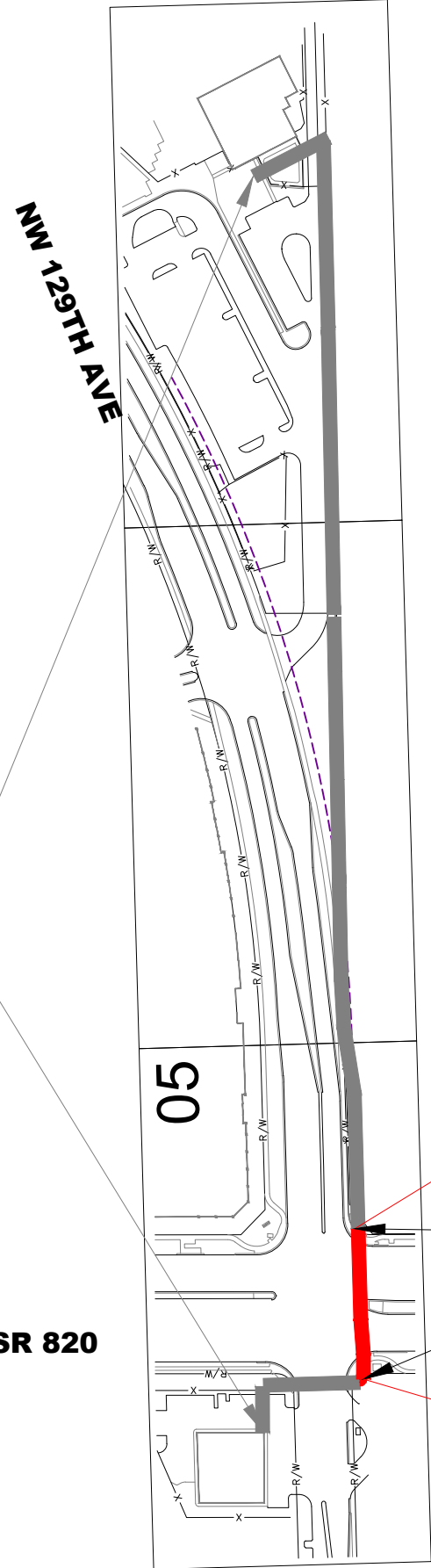


LINETYPES	
	UG FIBER - EXISTING
	UG FIBER - PROPOSED
	AERIAL FIBER - EXISTING
	AERIAL FIBER - PROPOSED
	STRAND - EXISTING
	STRAND - PROPOSED
	CONDUIT - EXISTING
	CONDUIT - PROPOSED
	INNERDUCT - EXISTING
	INNERDUCT - PROPOSED
	ASBUILT CONDUIT
	GAS
	TRAFFIC
	WATER
	TELEPHONE
	ELECTRIC
	STREET LIGHT
	FOC
	FORCE MAIN
	SANITARY SEWER (SEW)
	STORM DRAIN
	RECLAIMED WATER
	FENCE
	CABLE TV
	STEAM
	OIL
	UNKNOWN UTILITY
	RIGHT OF WAY
	EDGE OF PAVEMENT
	EASEMENT

SUMMARY DATA	
JOB DESCRIPTION	FTG
DIRECTIONAL BORE	217'

PERMITTING	DATE SUBMITTED	TWP : 51S	RNG : 40E	SEC : 14
JURISDICTION: * FDOT	05/28/24	PLAT BOOK : -	PAGE : -	

CHECKED BY: GIULIANO LEON	ENGINEERING FIRM: KMV FIBERTELECOM INC
PROJECT NUMBER: KMV-PP-24-002	LOCATION: 901 NW 129TH AVE PEMBROKE PINES, FL 33028
DRAWING NAME: KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24.dwg	CONFIDENTIAL/PROPRIETARY
SHEET: 01 OF 06	



CITY OF PEMBROKE PINES
PERMIT

PINES BLVD / SR 820

END
4+52

FDOT MILEPOST: 7.495

FDOT PERMIT

MOT INDEX 102 - 602

MOT INDEX 102 - 660

START
2+35



SCALE: NTS

3				AS-BUILT
2	071524	KMV	RC	REVISION # 1
1	052824	KMV	AA	ORIGINAL
NO.	DATE	ENG	DESIGN	DRAFTING
				COMMENT
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CONFIDENTIAL/PROPRIETARY				SHEET: 02 OF 06

CONSTRUCTION NOTES

TYPICAL UNDERGROUND CONSTRUCTION:

- RESTORE ALL SURFACES TO EQUAL OR BETTER CONDITION.
- CONTRACTOR TO VERIFY ALL MEASUREMENTS AND DISTANCES PRIOR TO CONSTRUCTION.
- CONTRACTOR TO VERIFY LOCATION AND CONDITION OF EXISTING CONDUIT PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
- MAINTAIN MINIMUM 24" VERTICAL AND HORIZONTAL SEPARATION BETWEEN PROPOSED BY PEMBROKE PINES DUCTS & EXISTING UTILITIES.
- MAINTAIN A MIN BENDING RADIUS OF 5' ON ALL DUCT CONFIGURATION.
- ANY CHANGES ON PROPOSED RUNNING LINE HAVE TO GET APPROVAL FROM PEMBROKE PINES CONSTRUCTION MANAGER.

FOR CONSTRUCTION:

- EXTREME CAUTION TO BE TAKEN TO CONTAIN SLURRY AROUND WORK AREAS NEAR WETLANDS TO AVOID ANY WATER QUALITY ISSUES!
- LOCATIONS, ELEVATIONS LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER SITE FEATURES SHOWN ON THE DRAWINGS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. PLEASE CONTACT SUNSHINE STATE ONE-CALL AT 1-800-432-4770
- **CAUTION:** EXISTING UNDERGROUND UTILITIES IN AREA. NO ELEVATION RECORDS FOR EXISTING UTILITIES AVAILABLE. CONTRACTOR SHOULD CONTACT SUNSHINE 811, LOCATE ALL UTILITIES AND VERIFY ALL DEPTHS PRIOR TO CONSTRUCTION

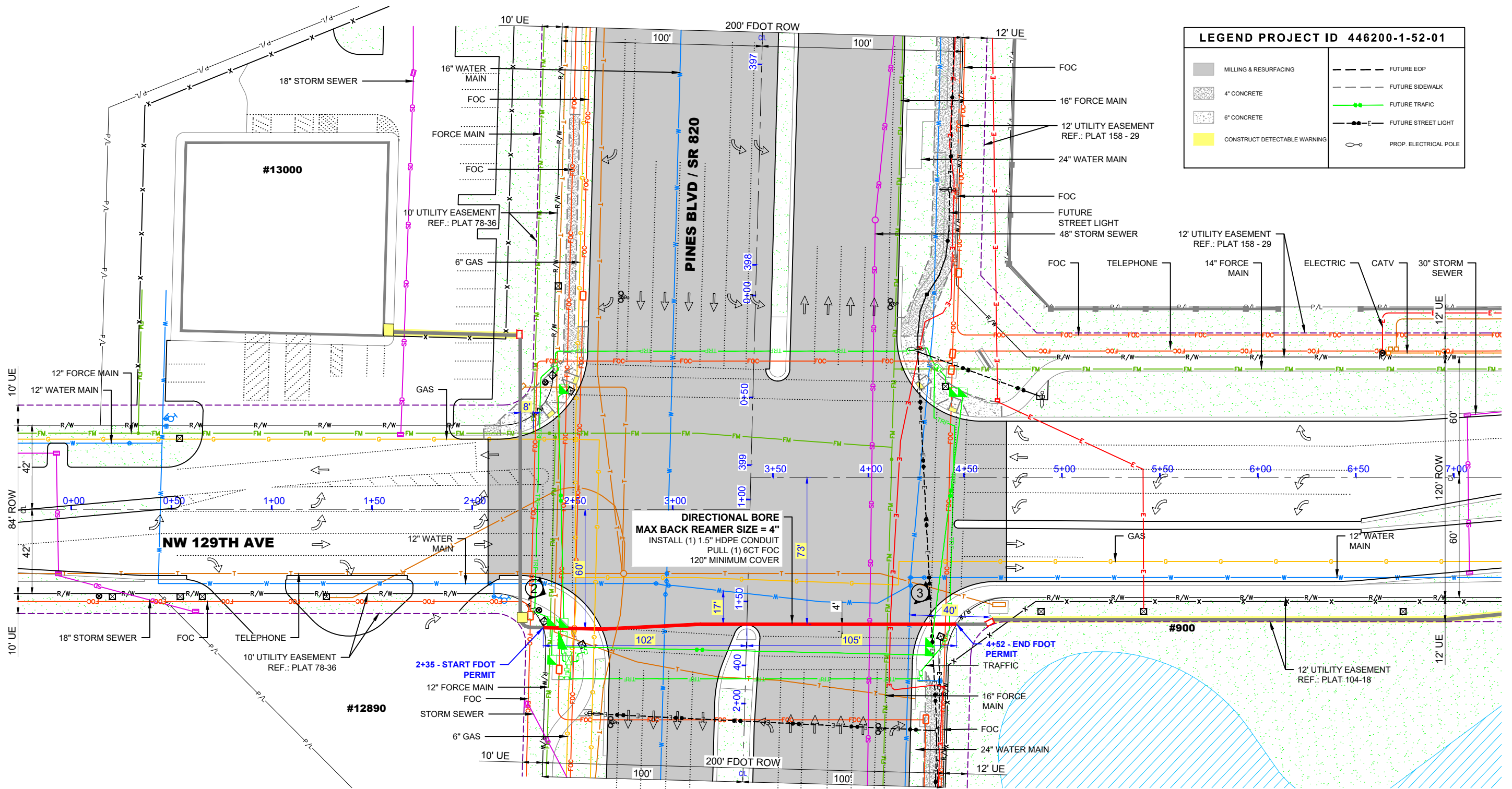
DESIGN TICKET
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3				AS-BUILT
2	071524	KMV	RC	REVISION # 1
1	052824	KMV	AA	ORIGINAL
NO.	DATE	ENG	DESIGN	DRAFTING
				COMMENT
 PEMBROKE PINES				
CHECKED BY: GIULIANO LEON				
ENGINEERING FIRM: KMV FIBERTELECOM INC				
PROJECT NUMBER: KMV-PP-24-002				
LOCATION: 901 NW 129TH AVE PEMBROKE PINES, FL 33028				
DRAWING NAME: KMV-PP-24-002 - FIRE STATION 89 TO WALTER YOUNG MIDDLE SCHOOL 4-2-24.dwg				
CONFIDENTIAL/PROPRIETARY				SHEET: 03 OF 06

CONSTRUCTION NOTES - FDOT

- EXISTING F.D.O.T. DRAINAGE SYSTEM SHALL BE PROTECTED AT ALL TIMES BY THE PERMITTEE. ANY DAMAGE TO THE F.D.O.T. DRAINAGE SYSTEM (STRUCTURES OR PIPES) SHALL BE REPAIRED/REPLACED BY THE PERMITTEE AT NO COST TO THE DEPARTMENT.
- EXISTING GAS MAIN SHALL BE PROTECTED AT ALL TIMES DURING EXCAVATION, DRILLING AND CONDUIT INSTALLATION ACTIVITIES. UTILITY GAS COMPANY SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETING AND GIVE WRITTEN CLEARANCE PRIOR TO COMMENCEMENT OF ANY PERMIT OPERATIONS.
- ANY DAMAGE TO CONCRETE SIDEWALK, CURB AND GUTTER, PEDESTRIAN CURB RAMPS, AND TRAFFIC SEPARATORS SHOULD BE RESTORED PER FDOT STANDARDS PLANS INDEX NO. 522-001, 520-001, 522-002, AND 520-020, ADA STANDARDS, AND FDOT STANDARD SPECIFICATION 522. DAMAGED SIDEWALK, CURB AND GUTTER, AND TRAFFIC SEPARATORS SHALL BE RESTORED WITH FULL FLAGS/JOINT TO JOINT AT THE PERMITTEES EXPENSE; PATCHING IS NOT PERMITTED. IMPACTED PEDESTRIAN RAMPS SHALL BE REPLACED COMPLETELY; HANDHOLES MUST NOT BE LOCATED WITHIN PEDESTRIAN RAMPS. MAKE SURE TO FURNISH APPROPRIATE EXPANSION JOINTS PER FDOT STANDARDS PLANS INDEX 350-001. IMPACTED DETECTABLE WARNING SURFACES NEED TO BE RESTORED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NO. 522-002 AND SPECIFICATION 527.
- HANDHOLES AND PULL BOXES SHALL NOT BE INSTALLED WITHIN THE FOOTPRINT OF EXISTING PEDESTRIAN ADA CURB RAMP NEITHER DRIVEWAY ENTRY AREA. REFER TO PPM, VOL. 2, CH. 8, SECTION 8.3.2 REGARDING NONSLIP TOP SURFACE IF THE HAND HOLE IS PROPOSED WITHIN PEDESTRIAN CURB RAMP. DO NOT INSTALL NEW HH AT LEAST 10' FROM ADA CURB RAMPS, FIRE HYDRANTS, BUS BOOTH-BENCHES
- WHERE PEDESTRIAN FACILITIES ARE DETOURED, BLOCKED, OR CLOSED DURING THE WORK, PLEASE ENSURE TO PROVIDE SAFE ALTERNATE ACCESSIBLE ROUTES THROUGH OR AROUND THE WORK ZONE THAT MEETS THE REQUIREMENTS OF THE ADA STANDARDS AND FDOT STANDARD PLAN INDEX 102-660.
- RESTORATION OF SODDING AND TURF SHOULD BE DONE ACCORDING TO FDOT 2023-2024 STANDARD INDEX No 570-001.
- PROVIDE PROTECTION TO THE EXISTING TREES AND AVOID ANY IMPACT TO THE ROOTS. WHEN CONSTRUCTION AFFECTS TREE ROOTS OR CANOPY, PROVIDE TRIMMING PER FDOT STANDARD PLANS INDEX 110-100.
- PROVIDE APPROPRIATE EROSION CONTROL DEVICES DURING CONSTRUCTION.
- LANDSCAPING, TREES, SOD SHALL BE REPLACED AT THE COST OF THE PERMITTEE
- THE CONTRACTOR SHALL COORDINATE WITH BROWARD COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW), TRAFFIC SIGNALS & SIGNS DIVISION AT LEAST 5 WORKING DAYS PRIOR TO ANY WORK DONE AT SIGNALIZED INTERSECTIONS , WHICH EITHER CLOSE ANY LANES, NEED CHANGES IN THE SIGNAL OPERATION OF TIMING, DAMAGE OR HINDER ANY SIGNAL SENSOR, OR DAMAGE ANY CABLE OR SIGNAL EQUIPMENT.
- PERMITTEE IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND FACILITIES PRIOR TO DIRECTIONAL DRILLING/TRENCH WORK AND ASSUMES ALL RESPONSIBILITY FOR ANY DAMAGE DONE TO UNDERGROUND FACILITIES AND ABOVE GROUND FACILITIES. DIRECTIONAL BORING SHALL BE CONDUCTED ACCORDING TO LATEST SECTION 555 OF FDOT'S STANDARD SPECIFICATIONS AND 3.16.9.1 OF THE 2017 U.A.M. OPEN TRENCH SHALL BE CARRIED OUT PER 3.16.4. OF 2017 U.A.M
- CONDUIT INSTALLATION SHALL ADHERE TO THE LATEST FDOT STANDARD PLANS INDEX NO. 630-001
- ACCORDING TO SECTION 3.10 OF 2017 U.A.M, WHEN UNDERGROUND AND AERIAL UTILITIES OCCUPY THE SAME ROADSIDE, UNDERGROUND UTILITIES SHALL NOT BE PLACED WITHIN THREE (3) FEET OF THE R/W LINE.
- DAMAGED SIDEWALK, CURB AND GUTTER, AND TRAFFIC SEPARATORS SHALL BE RESTORED WITH FULL FLAGS/JOINT TO JOINT AT THE PERMITTEES EXPENSE; PATCHING IS NOT PERMITTED. RESTORATION SHALL MATCH EXISTING CONCRETE PATTERN, PAVERS, AND COLOR. IMPACTED PEDESTRIAN RAMPS AND DRIVEWAYS SHALL BE REPLACED COMPLETELY. INCLUDE 1 FOOT OF LEVEL EMBANKMENT FOR EROSION AND ENSURE TO NOT CREATE ANY DROP OFF HAZARDS AS SHOWN ON FDM FIGURE 222.4.1. IMPACTED DETECTABLE WARNING SURFACES NEED TO BE RESTORED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NO. 522-002 AND SPECIFICATION 527
- PROPOSED HANDHOLES MUST ADHERE TO LATEST FDOT STANDARD PLANS INDEX NO. 635-001". ENSURE ALL HANDHOLE LIDS ON SIDEWALK ARE FLUSH AND ADA COMPLIANT. MAINTAIN THE TEMPORARY PATCHES AROUND THE HANDHOLE BOX EDGES AND/OR ANYWHERE ELSE WHERE SIDEWALK HAS BEEN IMPACTED/DAMAGED BY THE DB WORK OR UTILITY INSTALLATION, SO IT PROVIDES A SMOOTH -ALL WEATHER SURFACES ALWAYS. ONCE THE HANDHOLE IS INSTALLED THE LID MUST BE KEPT IN PLACE, BOLTED, AND SECURED.
- TEMPORARY BARRIERS FOR PEDESTRIAN DETOURS MUST COMPLY WITH THE LATEST FDOT STANDARD PLANS INDEX NO. 102-100.
- RESTORATION OF SODDING AND TURF SHOULD BE DONE ACCORDING TO FDOT 2023-24 DESIGN STANDARDS INDEX 570-010.
- PERMITTEE MUST TAKE PICTURES OF THE EXISTING STREET LIGHTNING SYSTEM WORKING-DURING NIGHT-TIME-WITHIN THE LIMITS OF THIS PROPOSED JOB PRIOR TO BEGIN SAID WORK. TO AVOID FUTURE DISPUTE ABOUT UNFORESEEN DAMAGES TO THE LIGHTNING SYSTEM.
- CONTAMINATED SITES LOCATED WITHIN A 500-FOOT RADIUS OF THE PROJECT AREA THAT COULD IMPACT THE FDOT ROW HAVE BEEN IDENTIFIED. THE PERMITTEE SHALL ASSURE THAT ANY ACTIONS CARRIED OUT ARE IN ACCORDANCE WITH ALL ENVIRONMENTAL REGULATORY REQUIREMENTS.
- ANY ABOVEGROUND FEATURES THAT MAY BE IMPACTED BY PROPOSED WORK MUST BE IDENTIFIED TO BE ADJUSTED/RELOCATED/REPLACED. IF SIGNS ADD ARE DAMAGED, THESE MUST BE REPLACED ACCORDING THE LATEST FDOT STANDARD PLANS INDEX NO. 700-101. ENSURE LATERAL OFFSET AND CLEAR ZONE STANDARDS ARE BEING ADHERED TO.

3				AS-BUILT
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1	052824	KMV	AA	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
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CONFIDENTIAL/PROPRIETARY			SHEET: 04 OF 06	



PLAN VIEW
SCALE: 1"=50'

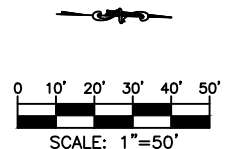
FDOT CONSTRUCTIONS NOTES

- NO DEWATERING WILL BE PERFORMED OUT IN THIS PROJECT.
- CONTRACTOR MUST HAVE CURRENT LOCATES DUE TO OTHER UTILITIES IN THIS AREA.
- PLEASE BE AWARE THAT IF ANY TREE IMPACTS (REMOVALS, RELOCATIONS, TRIMMING, ROOT PRUNING) DO BECOME PROPOSED, COORDINATION WITH FDOT PRIOR TO WORK WILL BE REQUIRED.
- ENSURE APPROPRIATE EROSION CONTROL DEVICES ARE IN PLACE BEFORE ANY CONSTRUCTION BEGINS AND ARE USED THROUGHOUT THE DURATION OF CONSTRUCTION.
- ANY DAMAGE PRODUCED BY THIS PROPOSED WORK SHALL BE RESTORED BY THE PERMITTEE AT NO COST TO THE DEPARTMENT.
- THE CONTRACTOR AND CONSTRUCTION MANAGER OF CROWN CASTLE MUST ENSURE THAT ALL PRODUCTS COMPLY WITH THE LATEST FDOT APPROVED PRODUCTS LIST (APL).

FDOT MILEPOST: 7.495



Know what's below.
Call before you dig.



3	071524	KMV	RC	AS-BUILT
2	052824	KMV	AA	REVISION # 1
1				ORIGINAL
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CONFIDENTIAL/PROPRIETARY	SHEET: 05A OF 06

PHOTOGRAPHS

DIRECTIONAL BORE
MAX BACK REAMER SIZE = 4"
INSTALL (1) 1.5" HDPE CONDUIT
PULL (1) 6CT FOC
120" MINIMUM COVER

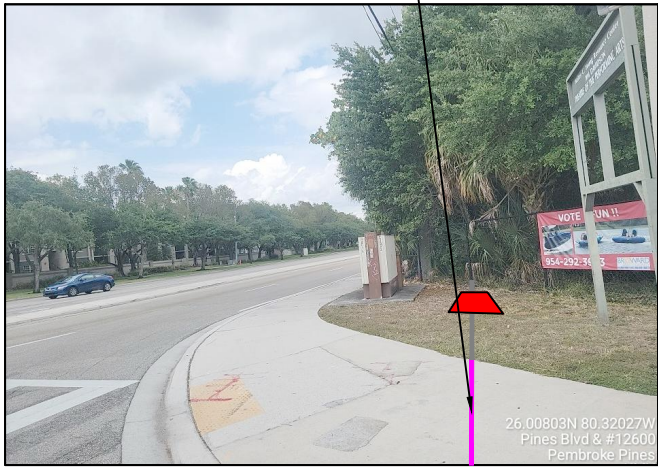


STA 2+35 DIRECTIONAL BORE



ON PINES BLVD / SR 820
STA 2+35
LOOKING NORTH
(SEE PAGE 05 OF 06)

DIRECTIONAL BORE
MAX BACK REAMER SIZE = 4"
INSTALL (1) 1.5" HDPE CONDUIT
PULL (1) 6CT FOC
120" MINIMUM COVER



STA 4+52 DIRECTIONAL BORE



ON PINES BLVD / SR 820
STA 4+52
LOOKING NORTH
(SEE PAGE 05 OF 06)

3				AS-BUILT
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CONFIDENTIAL/PROPRIETARY				
SHEET: 06 OF 06				



CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES
AND {---Company Name---}

THIS AGREEMENT ("Agreement"), dated _____, is entered into by and between:

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** hereinafter referred to as "CITY",

and

{---Company Name---}, **{---Corporation Type---}**, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **{---Street1---} {---Street2---}, {---City---}, {---State/Province---} {---Postal Code---}** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, 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 **{---Solicitation Advertisement Date---}**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **{---Solicitation Service Description---}** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

{---Solicitation Type Abbreviation---} # {---Solicitation Number---}
"{---Solicitation Title---}"

1.2 On **{---Bid Opening Date---}**, the bids were opened at the offices of the City Clerk.



1.3 On _____, 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 {---**Solicitation Service Description**---}, at {---**Location Address**---} ("Property") as more particularly described in, and in accordance with the CITY's "{---**Solicitation Type Abbreviation**---} # {---**Solicitation Number**---}", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to 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 available 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 {---**Solicitation Service Description**---}, as more specifically described in **Exhibit A**.

2.4 Upon CITY's request CONTRACTOR shall at all times be available to provide the status of work being performed, and to address quality control issues as needed.

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.

2.8 CONTRACTOR shall gain prior written approval from the CITY prior to engaging any subconsultants, subcontractors, or other professional associates to perform in connection with this Agreement. Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein. No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

2.9 **Return of Keys.** Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject CONTRACTOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial {---**Initial Contract Length**---} period commencing on «**Commencement_Date**» and ending on «**Expiration_Date**».

3.2 This Agreement may be renewed for {---**Renewal Terms**---} upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing {---**Termination for Convenience**---} of written notice to CONTRACTOR 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.



3.5 **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) calendar days** after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 CITY hereby agrees to compensate CONTRACTOR for all services performed and materials provided by CONTRACTOR as provided for in Exhibit "B", an annual amount NOT TO EXCEED «**Compensation_Type**» {---Request Amount Written---} (\$ {---Request Amount Numerical---}), payable in monthly payments for actual services performed and as set forth here below:

4.1 CITY hereby agrees to compensate CONTRACTOR based on a «**Compensation_Type**» {---Request Amount Written---} (\$ {---Request Amount Numerical---}), which includes an owner's contingency fee of {---Contingency Fee in Words---} (---Contingency Fee Amount---), payable in monthly payments for actual services performed for maintenance services. Future price adjustments up or down shall be based on «**Nationally Recognized or Published Index**», including fuel surcharge adjustments, relevant to providing these services.

4.1 The CITY shall make monthly payments to CONTRACTOR for services performed and correctly invoiced pursuant to the unit pricing more particularly described in **Exhibit "B"**.

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

4.3 **Method of Billing and Payment.** The CITY shall within thirty (30) calendar days, from the date the CITY's Authorized Representative approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Authorized Representative or his/her assignees. Invoices submitted by CONTRACTOR shall include the date of service, services performed, hours spent, location of services, description of the assignment/project, date of completion and any other information reasonable required by the CITY.

Payment will be made to CONTRACTOR at:

{---Company Name---}
{---Payment Street 1---}, {---Payment Street 2---}
{---Payment City---}, {---Payment State/Province---} {---Payment Postal Code---}

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 work, as more specifically described herein. These changes may 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. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written amendment or agreement executed by the Parties hereto.

5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of work, CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, or by a change order, written amendment or separate written agreement, executed by the parties hereto, with the same formality, equality, and dignity herewith.

ARTICLE 6

PAYMENT & PERFORMANCE BONDS

6.1 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 Payment Bond and a Performance 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 bonds 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+

6.2 Two (2) separate bonds are required and both must be approved by the CITY. **The penal sum stated in each bond shall be 100% of the project value.** The Performance Bond shall be conditioned upon the CONTRACTOR's performance of the work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned upon the CONTRACTOR's promptly making 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 this Agreement 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 Agreement which the CITY may be required to make under the law.

6.3 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 Bond and Performance Bond in the public



records of Broward County, and CONTRACTOR shall be responsible for payment of all recording costs.

ARTICLE 6

INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorney's fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. 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 attorneys' fees which may issue thereon.

6.2 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.

6.3 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.

6.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7

INSURANCE

7.1 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 required.

7.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the



City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

7.3 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.

7.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 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, the CONTRACTOR shall furnish, at least forty-five (45) calendar 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 neither 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.

7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

☐ ☐

7.6.1 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



Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.2 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 all 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 for CITY to exempt CONTRACTOR.

Yes No

☐ ☐

7.6.3 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

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.



Yes No

☐ ☐

7.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

☐ ☐

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

☐ ☐

7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years).* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.7 Cyber Liability including Network Security and Privacy Liability 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. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for



a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.8 Crime Coverage 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 CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ☐

7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement 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.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☐

7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 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.

7.8 Any and all 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.



7.9 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 Agreement.

7.10 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.

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any 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 CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9

INDEPENDENT CONTRACTOR

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, Federal, 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 10
AGREEMENT SUBJECT TO FUNDING

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 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, pandemic, acts of God, 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
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13
SIGNATORY AUTHORITY

Upon CITY's request, CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES



14.1 **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.

14.2 **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, {---**Liquidated Damages Amount Written---**} (\$**{---Liquidated Damages Amount---**}) 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.

14.3 **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.

14.4 **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:

14.4.1 The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

14.4.2 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 CITY's Authorized Representative relative thereto.

14.4.3 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) calendar 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) calendar 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) calendar day period and thereafter diligently prosecutes such cure to completion.

14.4.4 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.



14.4.5 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) calendar 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) calendar 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) calendar days.

14.5 **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 CONTRACTOR to comply with all provisions of this 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) calendar 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.

14.5.1 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.

14.5.2 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. CITY reserves the right to assign any remaining work at any Property location to another vendor as may be necessary to complete the Scope of Work.

14.5.3 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.

14.5.4 Notwithstanding the other provisions in this Article, 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 (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.



ARTICLE 15

BANKRUPTCY

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 16

MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all 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 17

DISPUTE RESOLUTION

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. 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.

ARTICLE 18

PUBLIC RECORDS

18.1 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:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 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, Florida Statutes, or as otherwise provided by law;

18.1.3 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 Agreement term and, following completion of the Agreement,



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

18.1.4 Upon completion of the Agreement, 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.

18.2 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 this Agreement.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
drogers@ppines.com**

**ARTICLE 19
SCRUTINIZED COMPANIES**

19.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

19.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:



19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EQUAL BENEFITS FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- ☐ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
 - ☐ CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
 - ☐ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, 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. Case 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 case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
 - ☐ 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; or
 - ☐ CONTRACTOR is a governmental agency.

20.2 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.

20.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

20.4 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 of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement, contact Human Resources at (954) 392-2092 or drotstein@ppines.com.

20.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 21

EMPLOYMENT ELIGIBILITY

21.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1.1 Definitions for this Section.

21.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

21.1.1.3 “Subcontractor” means a person or entity that provides labor,



supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

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

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22

FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the applicable federal requirements set forth in 2 C.F.R. Part 200, as may be applicable. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:



22.1 **Equal Employment Opportunity.** During the performance of this contract, CONTRACTOR agrees as follows:

22.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

22.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

22.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

22.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

22.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

22.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary



of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.1.8 CONTRACTOR will include the provisions of paragraphs **(22.1.1)** through **(22.1.8)** in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or



all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

22.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

22.3 **Copeland “Anti-Kickback” Act.** CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

22.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

22.4.1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

22.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (25.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in



violation of the clause set forth in paragraph (25.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (25.4.1) of this section.

22.4.3 **Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (25.4.2) of this section.

22.4.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (25.4.1) through (25.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (25.4.1) through (25.4.4) of this section.

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

22.5.1 **Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

22.5.2 **Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.



22.6 **Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

22.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

22.8 **Compliance with State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

22.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at



44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

22.11 **Rights to Inventions.** CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

22.12 **No Obligation by the Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22.13 **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

22.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

22.15 **Fraudulent Statements.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

22.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

22.16.1 **Prohibitions.**

22.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

22.16.1.2 Unless an exception in paragraph 25.16.3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:



22.16.1.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

22.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

22.16.2 **Exceptions.**

22.16.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

22.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

22.16.3 **Reporting requirement.**

22.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 25.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.



22.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 25.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 25.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

22.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

22.18 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22.19 **License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first



produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

ARTICLE 23

MISCELLANEOUS

23.1 **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.

23.2 **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.

23.3 **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. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

23.4 **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.

23.5 **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.

23.6 **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
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR {--Primary Contact Name---}, {---Primary Contact Title---}
 {--Company Name---}
 {--Street1---}, {---Street2---}
 {--City---}, {--State/Province---} ---Postal Code---
E-mail: {--E-mail---}
Telephone No: {--Phone---}
Cell phone No: {--Primary Contact Cell Phone Number---}
Facsimile No: {--Fax---}

23.7 **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.

23.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

23.9 **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.

23.10 **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.



23.11 **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, Exhibit "A", and Exhibit "B", this Agreement shall prevail, followed by Exhibit "A", and then Exhibit "B".

23.12 **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 construed 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.

23.13 **Attorneys' 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.

23.14 **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.

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

23.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

23.16.1 **Services to be Performed at CITY Schools.** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals whom are vendors performing services at a Florida public school or district, if applicable.

23.16.2 **Background Screening.** CONTRACTOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and for the purpose of on-site services, all of its personnel who are to be permitted access to school grounds when students are present, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CONTRACTOR in advance of personnel providing any services under the conditions described in the previous sentence. CONTRACTOR respectively shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement. The failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of Agreement. CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and



appointed officials, officers, employees, and agents from any liability in the form of physical or mental injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

SIGNATURE PAGE FOLLOWS

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

CONTRACTOR:

{---Company Name---}

Signed By: _____

Printed Name: _____

Title: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

INSURED

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.

INSURERS AFFORDING COVERAGE

INSURER A:
INSURER B.
INSURER C.
INSURER D.
INSURER E.

Companies providing coverage

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/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: policy project loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	SAMPLE CERTIFICATE			
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

Certificate must contain wording similar to what appears below

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

City Must Be Named as Certificate Holder

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE INSURER.

AUTHORIZED REPRESENTATIVE

8/20/2025	Fire Station 79	Fire Station 89
	19900 Pines Blvd.	13000 Pines Blvd.
Vendor Name	Locations	
Lumen	☒	☒
CNM Tecnology	☒	☒
Skynet 360	☒	☐
Wesco	☒	☐
Miami Business Tec	☒	☒
Allstate Power	☒	☒
Dnexus	☒	☒
Unitec Inc	☒	☒
HyPower LLC	☒	☒
QSU Inc	☒	☒

IFB # TS-25-14 Fiber Installation

Date: 8/20/2025 Meeting Location: Fire Station 79 - 19900 Pines Blvd. Pembroke Pines, FL 33029

PRE-BID ATTENDANCE SHEET			
1)	Company Name: <u>LUMEN</u>	Representative Printed Name: <u>EDDIE TRUETT</u>	E-mail: <u>ethr:ft@bellsouth.net</u>
	Address:	Signature: <u>[Signature]</u>	Phone Number: <u>352 870-4176</u>
2)	Company Name: <u>GNM TECHNOLOGY SOLUTIONS</u>	Representative Printed Name: <u>ANAS SALAMEH</u>	E-mail: <u>anas177@gmail.com</u>
	Address:	Signature: <u>[Signature]</u>	Phone Number: <u>964 6351998</u>
3)	Company Name: <u>SKYNET 360</u>	Representative Printed Name: <u>Jose Camarillo</u>	E-mail: <u>JSCamarillo@skynet360.com</u>
	Address:	Signature: <u>[Signature]</u>	Phone Number: <u>305-890-6354</u>
4)	Company Name: <u>WESCO</u>	Representative Printed Name: <u>Jim Ackermann</u>	E-mail: <u>JAMES.ACKERMANN@wesco.com</u>
	Address:	Signature: <u>[Signature]</u>	Phone Number: <u>954 494 7314</u>
5)	Company Name: <u>MIAMI BUSINESS TEL</u>	Representative Printed Name: <u>EDDY COLLANTES</u>	E-mail: <u>NESTOR@MIAMIBUSINESSTELEPHONE.COM</u>
	Address:	Signature: <u>[Signature]</u>	Phone Number: <u>305 669 6164</u>
6)	Company Name: <u>ALSTATE POWER</u>	Representative Printed Name: <u>Russ Hindman</u>	E-mail: <u>rhindman@allstatepower.net</u>
	Address:	Signature: <u>[Signature]</u>	Phone Number: <u>912-272-2012</u>
7)	Company Name: <u>DNexus</u>	Representative Printed Name: <u>Ricardo Morales</u>	E-mail: <u>RMORALES@ANTZUG.COM</u>
	Address:	Signature: <u>[Signature]</u>	Phone Number: <u>954 993 2127</u>
8)	Company Name: <u>Unitec inc</u>	Representative Printed Name: <u>Sophia Escorcia</u>	E-mail: <u>Sescorcia@unitecus.com</u>
	Address:	Signature: <u>[Signature]</u>	Phone Number: <u>954 395-5092</u>

WAIVER AND RELEASE OF LIABILITY

As a participant and by signing this PRE-BID ATTENDANCE SHEET, I hereby waive, release, and indemnify the City of Pembroke Pines, its officers, agents, employees, commission, insurers and volunteers (collectively, the "City") from any and all claims, liability, injury, causes of action, suits, demands and/or damage of whatever kind, (collectively, "Claims") made by myself or any party on my behalf whether caused in whole or in part by any negligence of the City, or otherwise, in connection with my participation in the above-referenced program/activity. I hereby further hold the City harmless from any and all Claims that may be incurred in connection with my participation in the above-referenced site visit for the above mentioned project. By signing this form and as a participant in this PRE-BID MEETING / SITE VISIT, I affirm that I am physically able to participate in the City of Pembroke Pines's PRE-BID MEETING / SITE VISIT. By signing this form I affirm that I understand and recognize there are risks and hazards associated with said activity and that I am waiving and releasing the Claims described above. This Waiver and Release shall be binding upon myself, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin. I affirm that I am aware of the current recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 and agree to abide by those recommendations as applicable to any activity related to this site visit.

IFB # TS-25-14 Fiber Installation

Date: 8/20/2025 Meeting Location: Fire Station 79 19900 Pines Blvd. Pembroke Pines, FL 33029

PRE-BID ATTENDANCE SHEET			
1)	Company Name: HyPower LLC	Representative Printed Name: ARMANDO LOPEZ	E-mail: ALOPEZ-FRAGA@Hypowerinc.com
	Address: 5913 NW 31ST AVE.	Signature: [Signature]	Phone Number: 954-448-2618
2)	Company Name: QSU INC	Representative Printed Name: V. J. W. Smith	E-mail: QSUINC@gmail.com
	Address: 227 NE 8TH STREET, Deerfield Beach	Signature: [Signature]	Phone Number: 954-931-5228
3)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
4)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
5)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
6)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
7)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
8)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:

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IFB # TS-25-14 Fiber Installation

Date: 8/20/2025 Meeting Location: Fire Station 89 - 13040 Pines Blvd. Pembroke Pines, FL 33029

PRE-BID ATTENDANCE SHEET			
1)	Company Name: <u>UNITEC INC</u>	Representative Printed Name:	E-mail:
	Address:	Signature <u>[Signature]</u>	Phone Number:
2)	Company Name: <u>CNM Technology</u>	Representative Printed Name:	E-mail:
	Address:	Signature <u>[Signature]</u>	Phone Number:
3)	Company Name: <u>LUMEN</u>	Representative Printed Name: <u>EDDIE THRIFT</u>	E-mail:
	Address:	Signature <u>[Signature]</u>	Phone Number:
4)	Company Name: <u>DNEXUS</u>	Representative Printed Name: <u>Ricardo Morales</u>	E-mail:
	Address:	Signature <u>[Signature]</u>	Phone Number:
5)	Company Name: <u>MIAMI BUSINESS TEL</u>	Representative Printed Name: <u>EDDY GILANTES</u>	E-mail:
	Address:	Signature <u>[Signature]</u>	Phone Number:
6)	Company Name: <u>Allstate Power</u>	Representative Printed Name: <u>Russ Hindman</u>	E-mail: <u>r.hindman@allstatepower.net</u>
	Address:	Signature <u>[Signature]</u>	Phone Number: <u>912-272-2012</u>
7)	Company Name: <u>HyPower LLC</u>	Representative Printed Name: <u>ARMANDO LOPEZ</u>	E-mail: <u>ALOPEZ-FRACA@HyPower.com</u>
	Address: <u>5913 NW. 31ST AVE.</u>	Signature <u>[Signature]</u>	Phone Number: <u>954-448-2618</u>
8)	Company Name: <u>QSO</u>	Representative Printed Name: <u>WILLIAM SMITH</u>	E-mail: <u>QSO@G.Mail.com</u>
	Address: <u>227 NE 8TH ST Deerfield Beach</u>	Signature <u>[Signature]</u>	Phone Number: <u>954-931-5208</u>

WAIVER AND RELEASE OF LIABILITY

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IFB # TD-25-14 Fiber Installation

Date: 8/28/2025 Meeting Location: Fire Station 79 - 19900 Pines Blvd, Pembroke

PRE-BID ATTENDANCE SHEET			
1)	Company Name: <u>JADE</u>	Representative Printed Name: <u>Christopher Degetau</u>	E-mail: <u>ChrisD@jade-com.com</u>
	Address: <u>6610 E. Rogers Circle Tusca Ron, FL.</u>	Signature: 	Phone Number: <u>561-756-1376</u>
2)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
3)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
4)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
5)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
6)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
7)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
8)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:

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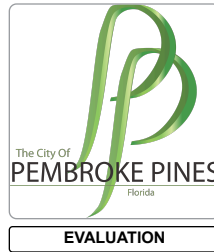
IFB # TD-25-14 Fiber Installation

Date: 8/28/2025 Meeting Location: Fire Station 89 - 13000 Pines Blvd.

PRE-BID ATTENDANCE SHEET			
1)	Company Name: <u>JADE</u>	Representative Printed Name: <u>Christopher Dayastan</u>	E-mail: <u>ChrisD@jade-com.com</u>
	Address: <u>6610 E. Rogers Circle Boca Raton, FL</u>	Signature: <u>[Signature]</u>	Phone Number: <u>561-756-1376</u>
2)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature	Phone Number:
3)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature	Phone Number:
4)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature	Phone Number:
5)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature	Phone Number:
6)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature	Phone Number:
7)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature	Phone Number:
8)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature	Phone Number:

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Fiber Installation

 Invitation For Bid

 Procurement

 20400, 20600, 20700, 20800, 20900... show all

Project ID: TS-25-14

Release Date: Thursday, August 14, 2025

Due Date: Tuesday, September 9, 2025 2:00pm

 Posted  Thursday, August 14, 2025 7:26pm

 Bid Unsealed Tuesday, September 9, 2025 2:32pm by Gabriel Fernandez

 Pricing Unsealed Tuesday, September 9, 2025 2:32pm by Gabriel Fernandez

All dates & times in Eastern Time

Edit   Preview

1. NOTICE

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

IFB # TS-25-14

Fiber Installation

Solicitations may be found on the City of Pembroke Pines website under the Procurement Department at <http://www.ppines.com/index.aspx?NID=667>, and may be downloaded directly from the OpenGov platform at <https://procurement.opengov.com/portal/pembrokepines>.

For Technical Support, proposers can reach the OpenGov Service Desk between 7:00 am to 10:00 pm from Monday through Friday via the following methods:

- Chat (preferred method): Click the button in the lower right-hand corner of the portal.
- E-mail: procurement-support@opengov.com
- Phone: 1 (650) 336-7167

If additional help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 am to 6:00 pm on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, FL 33025.

Bidders shall submit all questions regarding this bid via the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Please note the deadline for submitting questions. All answers will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the bidder's responsibility to check the portal for updates. Only written responses issued through the OpenGov platform will be considered official for interpretations or clarifications.

Proposals will be accepted until 2:00 pm on Tuesday, September 9, 2025, electronically at

<https://procurement.opengov.com/portal/pembrokepines/projects/185362>.

Bid Opening: The sealed electronic proposals will be publicly opened at 2:30 pm, on the bid due date, by the City Clerk's Office, in the **City Clerk's Office**

Conference Room located on the 4th Floor in the Charles F. Dodge City Center/City Hall Administration Building, located at 601 City Center Way, Pembroke Pines, Florida, 33025.

Virtual Bid Opening: In light of public health concerns and to ensure accessibility for all, the City encourages interested parties and the public to participate virtually via live streaming instead of attending the meeting in person. As a result, meetings may be a combination of in-person and virtual, all as provided by law. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

Virtual Meeting Details:

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>.

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

Ivan Ospinal or other Procurement Staff in the Procurement Department

City of Pembroke Pines

8300 South Palm Drive,

Pembroke Pines, FL 33025

954-743-1434 or 954-518-9020

purchasing@ppines.com



QUESTION & ANSWER REPORT
IFB No. TS-25-14
Fiber Installation

RESPONSE DEADLINE: September 9, 2025 at 2:00 pm

Tuesday, October 7, 2025

Approved, Unanswered Questions

Approved, Answers Provided

1. Fiber & Bore

Aug 22, 2025 12:25 PM

Question: Q1 - How many fiber strands do you need from Fire Station 79 to Soccer Park's Locations? Q2 - As per the plans there are two Locations at Soccer Park , are we running fiber for both location ? Are we running two different laterals from FS79 or are we adding a fiber splice enclosure outside of one of those locations ? could you please clarify this ? Q3 - How many fibers needs to be terminated at each location(FS79 .FS89 , Soccer Park and Pines Art Center) ? Q4 - What type of termination will be requiring LC? Q5 - As per the plans from FS89 to Pines Art Center a 6-strand fiber will be installed , Could we use a higher count fiber like a 24ct or 48ct. Q6 - On the plan "Fire station 79 to West Pines Soccer Field" sheet 04,it says to install a 30"W X 48"L X36"D HH, this is false as we are reusing the existing handhole in front of fire station 79, correct? Q7 - On the plan "Fire station 79 to West Pines Soccer Field" Sheet 06 the plans depict for STA 20 + 30 to end trench on the west side of the building with the HH following before. At the walkthrough it was decided that STA 20 + 30 will end on the south side, closest to the IT room. Is this correct? Will we get updated plans with this adjustment? Q8 - Just to clarify we are only pulling through (1) 1.5" HDPE conduit with fiber in the fire station 79 to West Pines Soccer field plan, correct? Q9 - On the plan " Fire station 89 to Walter Young MS" sheet 07, it was decided at the walkthrough that we needed to extend the STA 21+50 location to connect to the building properly in the area with mulch outside to access the IT room inside. Will this be updated on the plans? And if possible, can we use missile bore for this section as it is too short of a run plausible for directional bore to be used in this area. Q10 - On the plan "Fire station 89 to Walter Young MS" sheet 05, from location STA 0+00 to STA 0+70 we are directed to bore here, but due not only uneven landscape on the east side of the fence near STA 0+70, but the crossing of the 18" storm sewer pipe as well as the short

QUESTION & ANSWER REPORT

IFB No. TS-25-14

Fiber Installation

distance, I'd like to propose that if we can't bore in this section, if we can cut open the asphalt to make the connection? Q11 - On the plan "Fire station 89 to Walter Young MS" sheet 05, just to confirm locations ST 2+20 & STA 4+65 have existing handholes due to this work having been done already, correct?

Aug 22, 2025 12:25 PM

Answered: 1. 6 strands at min with tracer wire. 2. No just one 6 strand fiber from 79 to meeting building. 6 strand 79 to Soccer Park meeting building closet, then out of that closet to the Soccer administration building. The meeting building will have 12 strands terminated in the closet the administration building 6 strands terminated coming from the meeting building 3. FS79 requires a 6-strand wall mounted fiber tray , soccer park meeting building 12 strand wall mounted fiber tray ,soccer administration 6 strand standard rack mount fiber tray . 89 6 strand terminated wall mounted fiber tray pines arts center 6 strand standard rack mount tray. 4. Lc single mode fiber 5. Yes only 6 strands terminated. 6. Yes, using one in front of the station and we have an existing one on the corner of the soccer park property. So those 2 can be used. Note there is live fiber in these HH that feeds Fire stations 911 call center and Police. 7. The HH will be moved as to make installation easier. As to plans updated, I do not know, as the notes will define the scope, during permitting they should be addressed with utilities. 8. Yes 1 1.5 hdpe conduit with tracer wire. 9. As to this question I will say contractors' best judgement as to any damage to utilities will be their responsibility and restoration of grounds. 10. Only 1 1.5 conduit is being required. 11. Yes 2 HH are installed crossing pines Blvd.

Aug 25, 2025 9:49 AM

2. Number of conduits to be installed.

Aug 24, 2025 3:36 PM

Question: For Project # KMV-PP-24-001 – Fire Station 79 to West Pines Soccer Field – the construction drawings specify the installation of two (2) 1.5" HDPE conduits. However, during the pre-bid site visit, it was mentioned that the City would only require one (1) 1.5" conduit. Could you please confirm whether only one (1) 1.5" conduit is required for both sites?

Aug 24, 2025 3:36 PM

Answered: Only 1 1.5 conduit is being required.

Aug 25, 2025 9:49 AM

3. No subject

Aug 24, 2025 3:46 PM

Question: For Project # KMV-PP-24-001 – Fire Station 79 to West Pines Soccer Field – the construction drawings indicate an entry point for the fiber conduit at the northeast corner of the second building. However, during the site visit, it was mentioned that the office where the fiber will be terminated is located on the west side of the building. This would require the outside plant conduit installation to be

QUESTION & ANSWER REPORT

IFB No. TS-25-14

Fiber Installation

extended to that location. Could you please confirm if this is still the case, and whether the conduit should be routed to the west side of the building instead of the northeast corner?

Aug 24, 2025 3:46 PM

Answered: We are installing fiber in both buildings, 12 in the first (meeting room) building and 6 in the (administration building) the administration building route inside the building was moved by the window on the southwest side of building instead of the concession stand.

Aug 25, 2025 9:49 AM

4. Fiber Optic Cable Count

Aug 24, 2025 3:47 PM

Question: Will a 12ct Fiber Optic Cable be an appropriate size for the 2 projects?

Aug 24, 2025 3:47 PM

Answered by Ivan Ospinal: We are only requiring 6 strand single mode fiber terminated per fiber run but larger count fiber is fine.

Aug 25, 2025 9:49 AM

5. Tracer Wire

Aug 24, 2025 3:54 PM

Question: During the pre-bid site visits for both projects, it was mentioned that a tracer wire should be installed along with the fiber optic cable to allow the City to locate the new facilities in the future. Could you please confirm whether the requirement for the tracer wire is still valid?

Aug 24, 2025 3:54 PM

Answered: Yes, tracer wire is a must.

Aug 25, 2025 9:49 AM

6. MOT POLICE ESCORT

Aug 25, 2025 11:06 AM

Question: If any time we need to close the street - Will the City assume the additional cost and coordination with Police for MOT services?

Aug 25, 2025 11:06 AM

Answered: This will be the vendor's responsibility

Aug 26, 2025 7:11 AM

7. Bore

Aug 25, 2025 2:06 PM

Question: Q10 - On the plan "Fire station 89 to Walter Young MS" sheet 05, from location STA 0+00 to STA 0+70 we are directed to bore here, but due not only uneven landscape on the east side of the fence near STA 0+70, but the crossing of the 18" storm sewer pipe as well as the short distance, I'd like to propose that if we can't bore in this section, if we can cut open the asphalt to make the connection?

Aug 25, 2025 2:06 PM

Answered: If asphalt needs to be cut, must be repaired and importantly scheduled with the Fire department for this causing access issues, contractors' best judgement as to any damage to utilities will be their responsibility and restoration of grounds.

Aug 26, 2025 7:11 AM

8. Request for additional site walk

Aug 25, 2025 11:09 AM

Question: May we please request another site walk for this project? I spoke with the POC listed on the site documents and was instructed to send this request on this platform.

Aug 25, 2025 11:09 AM

Answered: An official communication has been released regarding the site visit date. Kindly review the notice and ensure attendance as scheduled.

Aug 26, 2025 2:42 PM