



# **CONSTRUCTION OF COVERED WALKWAY AT 501 MEDICAL BUILDING**

INVITATION FOR BID # PSPW-25-05

**Issuance of Solicitation:** Wednesday, March 12, 2025

**Questions Due Date:** Monday, March 24, 2025

**Bid Submission Deadline:** Tuesday, April 8, 2025

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

---

For more information, please visit our online supplier portal, located at  
<https://procurement.opengov.com/portal/pembrokepines>

## **Table of Contents**

1. NOTICE
2. GENERAL PROJECT INFORMATION & TIMELINE
3. PURPOSE AND BACKGROUND
4. SCOPE OF WORK
5. PRICE PROPOSAL / BID TABLE
6. SUBMITTAL DOCUMENTS
7. EVALUATION OF PROPOSALS & PROCESS SELECTION
8. INSURANCE REQUIREMENTS
9. GENERAL TERMS AND CONDITIONS
10. SPECIAL TERMS & CONDITIONS
11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Attachments:

A - Standard Release of Lien

B - Specimen Contract - Construction Agreement

C - HUD's Davis-Bacon and Labor Standards Contractor Guide Addendum

D - Section 3 Implementation Plan Form

E - Covered Walkway Plans

F - Subsoil Investigation Report

G - Sample Insurance Certificate



*City of Pembroke Pines*

## **SECTION 1 - NOTICE**

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

**IFB # PSPW-25-05**

### **Construction of Covered Walkway at 501 Medical Building**

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](mailto: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](mailto: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, April 8, 2025, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/141316>.**

**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 4<sup>th</sup> 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, vendors, 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:**



*City of Pembroke Pines*

---

- 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:

Nicolas Rodriguez or other Procurement Staff in the Procurement Department  
City of Pembroke Pines  
8300 South Palm Drive,  
Pembroke Pines, FL 33025  
(954) 518-9020 Ext: 59021 or 954-518-9020  
[purchasing@ppines.com](mailto:purchasing@ppines.com)





*City of Pembroke Pines*

## **SECTION 2 - GENERAL PROJECT INFORMATION & TIMELINE**

### **2.1 Project Timeline**

The work shall be completed within **180** calendar days from issuance of the City's Notice to Proceed (NTP), with an estimated start date of **TBD**.

### **2.2 Tentative Schedule of Events**

Issuance of Solicitation (Posting Date):	March 12, 2025
Pre-Bid Meeting (Mandatory):	March 20, 2025, 9:00am 501 NW 103rd Ave, Pembroke Pines, FL 33024
Question Due Date:	March 24, 2025, 11:00pm
Issuance of Final Answers to Questions:	March 27, 2025
Bid Submission Deadline:	April 8, 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 **Thursday, March 20, 2025 at 9:00 am**. Meeting location will be at the **501 NW 103rd Ave, Pembroke Pines, FL 33024**

- A. **Proof of Attendance:** Contractors 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.

### **2.4 Follow-Up Pre-Bid Meeting(s)**

**Follow-Up Meetings:** In the event that a contractor cannot attend the scheduled pre-bid meeting, or if a contractor would like a follow up visit to the site, they may request a site visit by contacting **Nicolas Rodriguez** at **(954) 518-9020 Ext: 59021**. We urge all contractors 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, contractors are urged to make these requests as early as possible.



*City of Pembroke Pines*

## **2.5 Estimated Project Cost**

\$300,000

## **2.6 Liquidated Damages**

Liquidated damages for this project shall be **FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00)** per day.

## **2.7 Grant/Federal Funding**

Yes, the City plans to utilize the following grant(s)/federal fund(s) for this project:

CDBG - COVID-19 Grant Funds (CDBG-CV), U.S. Department of Housing and Urban Development (HUD)

## **2.8 Proposal Security/Bid Bond**

A Proposal Security shall be required, only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

## **2.9 Payment and Performance Bonds**

In the event that the awarded contract, not including owner's contingency, exceeds \$200,000, two (2) separate bonds (Payment & Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

## **2.10 Permit, License, Impact or Inspection Fees**

With the exception of the City related permit, license, impact or inspection fees (including the Building Department and Engineering Department Permit Fees), which will be waived for this project, the City anticipates this project to require the following permits which will be covered by the City's Owner's Contingency:

<b>Permit</b>	<b>Agency</b>	<b>Cost (or related method of calculation)</b>
Transportation Concurrency Certificate	Broward County	To be determined by county
Environmental Review Certificate	Broward County	to be determined by county

For any of the permit, license, impact or inspection fees listed above, the costs shall be covered by the City through the City's "Owner's Contingency" for this project. The Contractor shall obtain all required permits to complete the work, however the City shall utilize the Owner's Contingency to reimburse the contractor for the related permit, license, impact or inspection fees. Payments will be



*City of Pembroke Pines*

---

made to the contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

The City shall determine the amount of the Owner's Contingency at time of award. The Owner's Contingency may be based on a specified percent of the proposed project amount and shall be 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. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the City, if the permit fees exceed the Owner's Contingency indicated, the City will reimburse the contractor the actual amount of the permit fees required for project completion.

*City of Pembroke Pines*

## **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 build a covered walkway connecting Pines Point and the 501 Medical Building, in accordance with the terms, conditions, and specifications contained in this solicitation.

The walkway will be constructed using a robust, weather-resistant design complete with a protective roof that ensures pedestrian safety and enhances accessibility for everyone. Additionally, during a public health emergency—such as one related to COVID-19 or another infectious disease—the structure can be adapted as a covered testing area, shielding test takers and patients from the elements while facilitating the necessary physical separation.

Additionally, the walkway will provide a safe, sheltered, and accessible route between these key locations, ensuring that both residents and the general public can easily access essential services, including healthcare and other critical city services.

The City anticipates utilizing federal funds for this project, thus this project will follow Federal Procurement guidelines. This project will be funded by the U.S. Department of Housing and Urban Development (HUD), and the Community Development Block Grant Program - COVID-19 Grant Funds (CDBG-CV).

### **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 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 Information**

- This is a turnkey project, requiring the contractor to supply all materials, labor, equipment, and any other necessary components for a complete installation.
- The City is to provide permit-ready plans. The contractor is responsible for submitting all required documents, submittals, shop drawings, truss engineering package (approved by the design professional) and Notices of Acceptance (NOAs) to obtain the necessary permits with all necessary permitting agencies as applicable. Plans have undergone architectural review and are only pending contractor's submittals and permit package.
- The contractor shall provide all testing, manufacturer warranties, and certifications.
- The successful bidder shall employ a qualified, English-speaking superintendent to be present on-site throughout the project. The superintendent will act as the primary representative of the bidder, and all communications and decisions made by the superintendent shall be binding on the bidder.
- The contractor must coordinate and schedule all work with the City's Project Manager.
- The contractor is responsible for debris removal and for restoring any areas damaged during the project. The site must be kept safe and free of debris at the end of each workday. When driving trucks over sidewalks, they must be properly covered to prevent damage; if any sidewalks are damaged, the contractor will be responsible for their repair.
- The contractor must take all necessary precautions to ensure the safety of individuals, vehicles, and all other structures on the site.
- Work must be conducted Monday through Friday, or as otherwise approved by the City's Project Manager.
- During construction, road access may be temporarily blocked to accommodate the work. The contractor must ensure that appropriate safety measures are in place, including having qualified personnel (such as flaggers) direct traffic and maintain a safe flow of vehicles and pedestrians around the construction site. Proper signage, barriers, and safety equipment must also be used to protect both workers and the public.

### **4.2 Federal Funding**

- The project is federally funded through the U.S. Department of Housing and Urban Development (HUD) and must adhere to strict federal guidelines. This includes compliance with the **Davis-Bacon Act**, which requires the payment of prevailing wages for all laborers and mechanics working on the project. The contractor will be responsible for submitting



certified payroll records reflecting the applicable prevailing wages for each trade involved. Please see *Attachment C: "HUD's David-Bacon and Labor Standards Contractor Guide Addendum"* for further information.

- Additionally, the project is governed by **Section 3** of the Housing and Urban Development Act of 1968, as amended. Section 3 ensures that employment and economic opportunities created by HUD assistance benefit low- and very low-income individuals, especially those residing within the project's service area. Bidders must demonstrate their compliance with Section 3 requirements as part of the bidding process by submitting the Section 3 Implementation Plan Form (*Attachment D*). This may include providing information on how they will hire qualified low- and very low-income individuals and/or utilize Section 3 businesses as part of the project.

#### **4.3 Scope of Work**

- This project involves the construction of a covered walkway that will connect the Pines Point Senior Residences to the 501 Medical Building and an adjacent city office. The walkway will be free-standing, on the 501 medical side with an overhang onto their roofs and attached to Pines Point Senior residences, built with wood trusses, a shingle roof to match the surrounding buildings, concrete columns, metal I-beams, stucco and paint to match the surrounding buildings, seamless gutters, integrated lighting and fire sprinklers.
- Scope of work to include the demolition of the existing canvas/metal piping awning.
- Please refer to the attached plans for the full scope of work and construction details.
- Contractor to hire Special inspector required for the welding part of this job and submit required paper work with the city.

#### **4.4 Use of Premises**

- The contractor shall restrict their use of the premises solely to work and storage activities, ensuring that the Owner's occupancy remains unaffected.
- Contractor shall coordinate use of premises under direction of owner representative, assume full responsibility for protection and safe keeping of products under this contract stored on site, and move any stored products under Contractor's control which interfere with operations of the Owners or separate contractor.



**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 table 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.

**PRIMARY RESPONSES**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1 - 1	Construction of Covered Walkway (Turnkey)	1	Lump Sum		
TOTAL					

**PAYMENT & PERFORMANCE BOND**

Line Item	Description	Unit of Measure	Percentage
2 - 1	Cost to provide a Payment & Performance Bond for the project, in the form of a percent	Percent	

*City of Pembroke Pines*

## **SECTION 6 - SUBMITTAL DOCUMENTS**

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepines> on or before **2:00 pm on Tuesday, April 8, 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 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;





*City of Pembroke Pines*

---

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.

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

\*Response required

2.2 Reference Contact Information - Reference's Business Address\*

\*Response required

2.3 Reference Contact Information - Reference's Contact Name & Title\*

\*Response required

2.4 Reference Contact Information - Reference's E-mail Address\*

\*Response required

2.5 Reference Contact Information - Reference's Phone Number\*

\*Response required

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

☐ Yes

☐ No

\*Response required

2.7 Project Information - Name of Contactor Performing the Work\*

\*Response required

2.8 Project Information - Name and location of the project\*

\*Response required

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

\*Response required

2.10 Project Information - Project Duration\*

\*Response required

2.11 Project Information - Completion (Anticipated) Date\*

\*Response required

2.12 Project Information - Size of Project\*

\*Response required

2.13 Project Information - Cost of Project\*

\*Response required

**3 REFERENCE # 2**



*City of Pembroke Pines*

---

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 # 3**

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



*City of Pembroke Pines*

---

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 # 4**

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

5.2 Reference Contact Information - Reference's Business Address

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

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

5.5 Reference Contact Information - Reference's Phone Number

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

☐ Yes

☐ No



## City of Pembroke Pines

- 5.7 Project Information - Name of Contactor Performing the Work
- 5.8 Project Information - Name and location of the project
- 5.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 5.10 Project Information - Project Duration
- 5.11 Project Information - Completion (Anticipated) Date
- 5.12 Project Information - Size of Project
- 5.13 Project Information - Cost of Project

### **6 REFERENCE # 5**

- 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 PROJECT DOCUMENTS**

- 7.1 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

- 7.2 PROPOSAL SECURITY (BID BOND FORM OR CASHIER'S CHECK)
  - a. **In the event that your total cumulative base proposal amount exceeds \$200,000,** a Proposal Security shall be in an amount not less than of 5% of the total cumulative base amount proposed.
  - b. Therefore, proposal should be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company



## City of Pembroke Pines

---

acceptable to CITY and authorized to write such Bond under the laws of the State of Florida.

- c. Contingency is not to be counted in the total amount the proposal security is based on.
- d. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through OpenGov.
- e. Proposers should also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive.
- f. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - PSPW-25-05 Construction of Covered Walkway at 501 Medical Building**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.
- g. Please see [SPECIAL TERMS & CONDITIONS](#) of this document for additional information.

### **8 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).

#### 8.1 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

#### 8.2 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

#### 8.3 EQUAL BENEFITS CERTIFICATION FORM\*

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

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



*City of Pembroke Pines*

---

\*Response required

8.4 VENDOR DRUG FREE WORKPLACE CERTIFICATION\*

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

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

\*Response required

8.5 SCRUTINIZED COMPANY CERTIFICATION\*

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

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

\*Response required

8.6 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

8.7 HUMAN TRAFFICKING AFFIDAVIT\*

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

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

\*Response required

8.8 VENDOR INFORMATION FORM\*

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



*City of Pembroke Pines*

---

- [Vendor Information Form.pdf](#)

\*Response required

8.9 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

**9 OPTIONAL DOCUMENTATION**

9.1 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



*City of Pembroke Pines*

---

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.

## 9.2 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.

## 9.3 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.





## City of Pembroke Pines

---

### 9.4 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.

### 9.5 PROFESSIONAL LICENSES

- a. If applicable, please upload any professional licenses that may be required to perform the services outlined in the solicitation. The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.
  1. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
  2. Said licenses shall be in the Firm's name as it appears on the OpenGov registration and as appropriately registered with the applicable licensing entity. Proposer shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
  3. Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits as necessary. Said licenses must be in the name of the subcontractor.

## **10 VENDOR CLASSIFICATION**

### 10.1 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. A veteran owned small business shall be defined as:
  1. **"Veteran Owned Small Business"** shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- 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).



City of Pembroke Pines

---

☐ Yes

☐ No

\*Response required

When equals "Yes"

10.1.1 Determination Letter from the United States Department of Veteran Affairs Center\*

1. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

\*Response required

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

☐ Yes

☐ No

\*Response required

When equals "Yes"

10.2.1 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"

10.2.2 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

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

☐ Yes

☐ No

\*Response required



*City of Pembroke Pines*

---

When equals "Yes"

10.3.1 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

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

☐ Yes

☐ No

\*Response required

When equals "Yes"

10.4.1 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

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

☐ Yes

☐ No

\*Response required

When equals "Yes"

10.5.1 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

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

☐ Yes

☐ No

\*Response required

When equals "Yes"



*City of Pembroke Pines*

---

10.6.1 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

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

☐ Yes

☐ No

\*Response required

When equals "Yes"

10.7.1 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

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

☐ Yes

☐ No

\*Response required

When equals "Yes"

10.8.1 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

## **11 FEDERAL DOCUMENTS**

11.1 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds\*

a. **Lobbying:**

1. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the Contractor must complete the **Certification Regarding Lobbying**.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an



*City of Pembroke Pines*

---

employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.

**b. Debarment, Suspension and Other Responsibility Matters:**

1. Where the Contractor is unable to certify to any of the statements in the certification for **Debarment, Suspension and Other Responsibility Matters**, he or she shall **provide an explanation**.

▪ Please download the below documents, complete, and upload.

- [Federal Certification for L...](#)

\*Response required



*City of Pembroke Pines*

---

## **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 Indemnification for Design Professionals and Construction Contracts**

The CONTRACTOR 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 negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. 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. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

### **8.2 Insurance Coverage**

- A. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on 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 CONTRACTOR 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 CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of



City of Pembroke Pines

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.

- E. CONTRACTOR 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 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:

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

\$500,000 Each Accident





*City of Pembroke Pines*

---

\$500,000 Disease – Policy Limit

\$500,000 Disease – Each Employee

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

### **8.5 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 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.

### **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 Professional Liability/Errors & Omissions Insurance**

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)



City of Pembroke Pines

years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first 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.)*

#### **8.8 Environmental/Pollution Liability Insurance**

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 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.**

#### **8.9 Builder's Risk Insurance**

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.

#### **8.10 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.



*City of Pembroke Pines*

---

- C. Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- D. CONTRACTOR'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.

#### **8.11 Additional Requirements**

- A. 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.
- 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 CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



*City of Pembroke Pines*

## **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



*City of Pembroke Pines*

---

**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](mailto: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](mailto:purchasing@ppines.com).

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

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

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

*City of Pembroke Pines*

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**



*City of Pembroke Pines*

---

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





*City of Pembroke Pines*

---

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.





*City of Pembroke Pines*

---

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

### **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.

*City of Pembroke Pines*

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



*City of Pembroke Pines*

---

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 contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful 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 Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

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



*City of Pembroke Pines*

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



*City of Pembroke Pines*

---

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/contractor, 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/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own



*City of Pembroke Pines*

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:





## *City of Pembroke Pines*

---

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 Contractor'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 Contractor, 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 Contractor, 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**





*City of Pembroke Pines*

---

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.



*City of Pembroke Pines*

## **SECTION 10 - SPECIAL TERMS & CONDITIONS**

### **10.1 PROPOSAL SECURITY APPLICABILITY AND AMOUNT**

A Proposal Security shall be required, only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Note - Contingency is not to be counted in the total amount that the proposal security is based on.

### **10.2 PROPOSAL SECURITY REQUIREMENTS**

For projects in which Proposal Securities are required, each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of their power of attorney authorizing them to do so.

**Scanned Proposal Security:** For projects in which Proposal Securities are required, Proposers must submit a scanned copy of their Proposal Security (certified check, cashier's check or a Bid Bond) with their bid submittal through OpenGov.

**Physical Proposal Security:** For projects in which Proposal Securities are required, Proposers should also submit their original Proposal Security (certified check, cashier's check or a Bid Bond) at time of the bid due date, or they may be deemed as non-responsive. The original Proposal Security should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSPW-25-05 Construction of Covered Walkway at 501 Medical Building**" and sent to the:

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

**Opportunity to Cure:** In the event that the proposer fails to submit the scanned and/or the physical proposal security, in the City's sole discretion, the City may allow the proposer to furnish the proposal security within 3 days of written notice of deficiency.

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

**Three Lowest Proposers:** The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written



*City of Pembroke Pines*

---

Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that the Proposer has not been notified of the acceptance of their Proposal.

**All Other Proposers:** Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening.

### **10.3 PAYMENT AND PERFORMANCE BONDS**

In the event that the awarded contract, not including owner's contingency, exceeds \$200,000, two (2) separate bonds (Payment & Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

Note - Contingency is not to be counted in the total amount that the payment and performance bonds are based on.

**Coverage Period:** The surety company shall only cover the period of performance / construction and not the labor warranty nor the manufacturer's warranty periods.

**Successful Proposer:** Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond.

**Minimum Requirements of Surety:** Each bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

**Performance Bond:** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract.

**Payment Bond:** The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and

*City of Pembroke Pines*

save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

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

#### **10.4 OWNER'S CONTINGENCY**

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

#### **10.5 TAX SAVER PROGRAM**

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

#### **10.6 RELEASE OF LIEN**

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

#### **10.7 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS**

The City of Pembroke Pines has an exclusive solid waste franchise agreement with Waste Pro of Florida, Inc. for the collection and disposal of all solid waste including construction and demolition (C & D) debris. All applicants for bids to perform construction work for the City of Pembroke Pines shall be subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract Waste Pro of Florida, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.



*City of Pembroke Pines*

---

For the current applicable rates and fees for Waste Pro of Florida, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact David Perez, Waste Pro's Pembroke Pines Sales Representative at (954) 967-4200 or [dperez@wasteprousa.com](mailto:dperez@wasteprousa.com).

For further information related to the solid waste franchise requirements, please contact Rose Colombo, Solid Waste Franchise Agreement Contract Manager, at (954) 518-9011 or [rcolombo@ppines.com](mailto:rcolombo@ppines.com).

For solid waste franchise enforcement questions, please contact the City of Pembroke Pines Code Compliance Unit at (954) 431-4466.

*City of Pembroke Pines*

## **SECTION 11 - LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

### **11.1 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **11.2 ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

### **11.3 EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

### **11.4 DAVIS-BACON & RELATED ACTS**

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



*City of Pembroke Pines*

---

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

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

### **11.5 COPELAND ANTI-KICKBACK ACT**

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA or other administering Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### **11.6 CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

### **11.7 FEDERAL CLEAN AIR AND WATER ACTS**

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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

### **11.8 SUSPENSION AND DEBARMENT**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict



*City of Pembroke Pines*

awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its 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).
- B. The 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.
- C. This certification is a material representation of fact relied upon by the City. If it is later determined that the 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 the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. 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.

## **11.9 ANTI-LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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.

This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed \$100,000 (49 CFR 20).

- A. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,





## *City of Pembroke Pines*

---

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

### **11.10 RECYCLED PRODUCTS / RECOVERED MATERIALS**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **11.11 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION**

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;



*City of Pembroke Pines*

- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **11.12 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).

#### **11.13 REPORTING & RETENTION OF RECORDS**

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 U.S. Department of Housing and Urban Development, 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. Notwithstanding any other requirement set forth in this solicitation or the resulting agreement, all required records shall be retained for at minimum three (3) years after final payments and all other pending matters are closed.

#### **11.14 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.

#### **11.15 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.

#### **11.16 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.

#### **11.17 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**



*City of Pembroke Pines*

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.

#### **11.18 FRAUDULENT STATEMENTS**

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

#### **11.19 PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

A. **Prohibitions.** 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. Unless an exception applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

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;
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;
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
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.

B. **Exceptions.** This Section does not prohibit CONTRACTOR from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. 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. By necessary implication and regulation, the prohibitions also do not apply to:



*City of Pembroke Pines*

---

- a. Covered telecommunications equipment or services that:
    1. Are not used as a substantial or essential component of any system; and
    2. Are not used as critical technology of any system.
  - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- C. **Reporting requirement.** 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 required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. The CONTRACTOR shall report the following information:
1. 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.
  2. Within ten (10) business days of submitting the information required 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.

## **11.20 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.

*City of Pembroke Pines*

## **11.21 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.

## **11.22 PERSONALLY IDENTIFIABLE INFORMATION**

In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, CONTRACTOR must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a CONTRACTOR or employee should experience any loss or potential loss of PII, the CITY shall be notified immediately of the breach or potential breach.

## **11.23 RIGHTS IN DATA**

Except if otherwise agreed to in writing, the CITY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

## **11.24 INSPECTION AND ACCEPTANCE**

- A. The CITY has the right to review, require correction, if necessary, and accept the work products produced by the CONTRACTOR. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the CONTRACTOR. Any product of work shall be deemed accepted as submitted if the CITY does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the CONTRACTOR.
- B. The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to the CITY within seven (7) days of notification or a later date if extended by the CITY.



*City of Pembroke Pines*

---

- C. Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected work remains unacceptable, the CITY may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

#### **11.25 DOCUMENTATION OF COSTS**

All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

#### **11.26 DRUG FREE WORKPLACE**

This certification is required by the regulations implementing Sections 5151- 5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691).

#### **11.27 ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES**

If the Contractor fails to perform to the City's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. Such provisions protect the Federal/State sponsor's interests and ensure the Contractor is fully aware of its responsibilities, as well as the remedies that will be available to the City and Federal/State sponsor for nonperformance. "Nonperformance" by the Contractor is any failure to follow the terms of the contract.

#### **11.28 PROHIBITIONS OF GRATUITIES**

By submission of a bid, the Contractor certifies that no employee of the Contractor has or shall benefit financially or materially from such bid or resulting contract. Any resulting contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.



City of Pembroke Pines

**Procurement**

Mark Gomes, Procurement Director

601 City Center Way, Pembroke Pines, FL 33025

(954) 431-4884

**ADDENDA REPORT****IFB No. PSPW-25-05****Construction of Covered Walkway at 501 Medical Building**

RESPONSE DEADLINE: April 8, 2025 at 2:00 pm

Tuesday, April 29, 2025

**Addenda Issued:****Addendum #1***Mar 12, 2025 5:31 PM*

The mandatory pre-bid meeting has been changed from Tuesday, March 18th, to Thursday, March 20th.

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

**Addenda Acknowledgements:****Addendum #1**

Proposal	Confirmed	Confirmed At	Confirmed By
RCS Construction & Remodeling, LLC	X	Mar 24, 2025 12:33 PM	Randy Castillo
Fleites Construction Group, Inc	X	Apr 5, 2025 10:24 AM	Humberto Fleites
Cosugas LLC	X	Mar 26, 2025 12:32 PM	Herman Giacomelli
BigKing Services	X	Apr 6, 2025 8:28 PM	Talita Ferreira
DAN ENTERPRISES TEAM, LLC	X	Apr 7, 2025 5:10 PM	Fabio Vargas
Abbot Construction, Inc.	X	Apr 8, 2025 12:53 PM	Michael Richel



<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD[YY])
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		INSURERS AFFORDING COVERAGE
INSURED		INSURER A:
<b>YOUR COMPANY NAME HERE</b>		INSURER B.
		INSURER C.
		INSURER D.
		INSURER E.
		<b>Companies providing coverage</b>

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<b>Must Include General Liability</b>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<b>SAMPLE CERTIFICATE</b>
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				
	<b>EXCESS LIABILITY</b> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				
	<b>OTHER</b>				

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
<b>City of Pembroke Pines</b> <b>601 City Center Way</b> <b>Pembroke Pines FL 33025</b>	<b>City Must Be Named as Certificate Holder</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.
		AUTHORIZED REPRESENTATIVE





City of Pembroke Pines

## FINAL/PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of \$ [Payment Amount] and other valuable consideration, paid by **City of Pembroke Pines**, receipt of which is hereby acknowledge, hereby releases and quit claims to the said [Contractor Name] its successors and assigns, and

**City of Pembroke Pines**

The owner, all liens, lien rights, claims and demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

**[Description]**  
**PO #: [PO #]**

**Invoice #: [Invoice #]**

On account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for:

Witnesses:

**CONTRACTOR**  
**[NAME OF CONTRACTOR]**

\_\_\_\_\_

BY: \_\_\_\_\_

Print Name

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Print Name

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD )

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared [Contractor's Representative] as [Job Title] of [Name of Contractor], personally known to me, or who has produced \_\_\_\_\_ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same and that (s)he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Type Name

My Commission Expires:



*City of Pembroke Pines*

**CONSTRUCTION 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."

**WITNESSETH:**

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

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **{---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.

*City of Pembroke Pines*

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 provide CITY with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

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



## City of Pembroke Pines

---

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

#### **TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) days after the date that CONTRACTOR receives CITY's Notice to Proceed. The work shall be completed within {---Number of Days to Complete Project in Words---} {---Number of Days to Complete Project---} calendar days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean the satisfactory completion and final inspection of the Property by the CITY.

3.2 During the pre-construction portion of the work hereunder, the Parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the Parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the Parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

3.3 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.



## *City of Pembroke Pines*

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 agrees to compensate CONTRACTOR for all services performed under this Agreement by CONTRACTOR for work that has been completed, inspected and properly invoiced. The total compensation for all services shall not exceed **{---Request Amount Written---}** (**{---Request Amount Numerical---}**) which includes an owner's contingency fee in the amount of **{---Contingency Fee in Words---}** (**{---Contingency Fee Amount---}**) and an amount towards the payment and performance bond equal to \_\_\_\_\_.

4.1.1 This contingency or allowance authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. In addition, CITY shall utilize the owner's contingency to reimburse CONTRACTOR for the related permit, license, impact or inspection fees. Payments will be made to CONTRACTOR based on the actual cost of permits upon submission of paid permit receipts. **It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the owner's contingency or allowance without the expressed prior written approval of the CITY's authorized representative.** Any owner's contingency funds or allowance that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the proposed project cost as approved by the City Commission along with any owner contingency expenses or allowances that were approved by the CITY's authorized representative. If the permit fees exceed the Owner's Contingency indicated, CITY will reimburse the contractor the actual amount of the permit fees required for project completion.

4.1.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage of five percent (5%) will be deducted from monthly payments until the project is complete. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. CITY has up to thirty (30) days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY and provide a written request to CITY to commence the one (1) year warranty period. All necessary Releases and



*City of Pembroke Pines*

Affidavits and approval of final payments shall be processed before the warranty period begins.

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** **WAIVER OF LIENS**

Prior to final payment of the amount due under the terms of this Agreement, a final waiver of lien shall be submitted by the CONTRACTOR as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

## **ARTICLE 6** **WARRANTY**

CONTRACTOR warrants the work against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

## **ARTICLE 7** **CHANGES IN SCOPE OF WORK**

7.1 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 change order or amendment, executed by the Parties hereto, with the same formality, equality and





## City of Pembroke Pines

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 change order, amendment or agreement executed by the Parties hereto.

7.2 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 8** **PAYMENT & PERFORMANCE BONDS**

8.1 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+

8.2 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.

8.3 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.



*City of Pembroke Pines*

---

## **ARTICLE 9**

### **INDEMNIFICATION**

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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 10**

### **INSURANCE**

10.1 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.

10.2 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





## 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.

10.3 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.

10.4 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.

10.5 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.

## 10.6 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

☐ ☐

10.6.1 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



City of Pembroke Pines

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

☐ ☐

10.6.2 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

☐ ☐

10.6.3 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

☐ ☐

10.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto



## City of Pembroke Pines

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

- ☐ ☐ 10.6.4 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

- ☐ ☐ 10.6.5 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

- ☐ ☐ 10.6.6 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

- ☐ ☐ 10.6.7 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**

**City of Pembroke Pines**

**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

☐ ☐

10.6.8 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

☐ ☐

10.6.9 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

☐ ☐

10.6.10 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

☐ ☐

10.6.11 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

☐ ☐

10.6.12 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.



*City of Pembroke Pines*

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

☐ ☐

10.6.13 Other Insurance

---

---

---

---

---

---

---

---

10.7 REQUIRED ENDORSEMENTS

10.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

10.7.2 Waiver of all Rights of Subrogation against the CITY.

10.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.

10.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

10.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

10.7.6 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.

10.8 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.

10.9 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.



*City of Pembroke Pines*

---

10.10 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 11**

### **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 12**

### **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 13**

### **RESERVED**





*City of Pembroke Pines*

---

**ARTICLE 14**  
**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 15**  
**UNCONTROLLABLE FORCES**

15.1 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.

15.2 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 16**  
**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 17**  
**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 18**  
**DEFAULT OF CONTRACT & REMEDIES**

18.1 **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



## *City of Pembroke Pines*

---

Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

18.2 **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.

18.3 **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.

18.4 **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:

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

18.4.2 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.

18.4.3 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.

18.4.4 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.

18.4.5 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





## City of Pembroke Pines

---

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.

**18.5 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.

18.5.1 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.

18.5.2 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.

18.5.3 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.

18.5.4 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 19



*City of Pembroke Pines*

---

## **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 20** **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 21** **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 22** **PUBLIC RECORDS**

22.1 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:

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

22.1.2 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;

22.1.3 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

*City of Pembroke Pines*

in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

22.1.4 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.

22.2 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, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[drogers@ppines.com](mailto:drogers@ppines.com)**

**ARTICLE 23  
SCRUTINIZED COMPANIES**

23.1 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:

23.1.1 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

23.1.2 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:



*City of Pembroke Pines*

23.1.2.1 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

23.1.2.2 Is engaged in business operations in Syria.

## **ARTICLE 24**

### **EQUAL BENEFITS FOR EMPLOYEES**

24.1 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.

24.2 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



*City of Pembroke Pines*

its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

24.3 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.

24.4 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](mailto:drotstein@ppines.com).

24.5 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 25**

### **EMPLOYMENT ELIGIBILITY**

25.1 **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.

#### **25.1.1 Definitions for this Section.**

25.1.1.1 “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.

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

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



## *City of Pembroke Pines*

---

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

25.1.1.4 "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.

25.2 **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:

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

25.2.2 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

25.2.3 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 26**

### **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:



*City of Pembroke Pines*

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

26.1.1 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.

26.1.2 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.

26.1.3 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.

26.1.4 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.

26.1.5 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.

26.1.6 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



## City of Pembroke Pines

---

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.

26.1.7 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.

26.1.8 CONTRACTOR will include the provisions of paragraphs **(26.1.1)** through **(26.1.8)** 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





## *City of Pembroke Pines*

---

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.

26.2 **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.

26.3 **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.

26.4 **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.

26.4.1 **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.

26.4.2 **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



## *City of Pembroke Pines*

---

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.

**26.4.3 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.

**26.4.4 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.

**26.5** 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).

**26.5.1 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.

**26.5.2 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.

*City of Pembroke Pines*

26.6 **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).

26.6.1 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.

26.6.2 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.

26.7 **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.

26.8 **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).

26.9 **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.

26.10 **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

*City of Pembroke Pines*

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.

26.11 **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.

26.12 **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.

26.13 **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.

26.14 **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.

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

26.16 **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.

26.16.1 **Prohibitions.**

26.16.1.1 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.

26.16.1.2 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:



## *City of Pembroke Pines*

---

26.16.1.2.1 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;

26.16.1.2.2 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;

26.16.1.2.3 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

26.16.1.2.4 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.

### 26.16.2 **Exceptions.**

26.16.2.1 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.

26.16.2.2 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.

### 26.16.3 **Reporting requirement.**

26.16.3.1 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.





## City of Pembroke Pines

---

26.16.3.2 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.

26.17 **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.

26.18 **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.

26.19 **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

*City of Pembroke Pines*

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 27**  
**MISCELLANEOUS**

27.1 **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.

27.2 **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.

27.3 **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.

27.4 **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.

27.5 **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.

27.6 **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



## City of Pembroke Pines

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, 4 <sup>th</sup> 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---}

27.7 **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.

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

27.9 **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.

27.10 **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.



*City of Pembroke Pines*

27.11 **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".

27.12 **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.

27.13 **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.

27.14 **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.

27.15 **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.

27.16 **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.

27.16.1 **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.

27.16.2 **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



*City of Pembroke Pines*

---

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**



*City of Pembroke Pines*

**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: \_\_\_\_\_



# DAVIS-BACON AND LABOR STANDARDS CONTRACTOR GUIDE ADDENDUM

# Table of Contents

**INTRODUCTION . . . . . 3**

**BASIC DBA DEFINITIONS . . . . . 3**

**LAWS AND REGULATIONS . . . . . 4**

**CONTRACTOR RESPONSIBILITIES . . . . . 7**

**CONTRACT ADMINISTRATOR RESPONSIBILITIES . . . . . 7**

**WAGE BASICS . . . . . 8**

**REVIEWING PAYROLLS . . . . . 9**

**REPORTING PAYROLLS . . . . . 11**

**ADDITIONAL WORK CLASSIFICATION AND WAGE RATES . . . . . 14**

**SANCTIONS AND RESTITUTION . . . . . 17**





## INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide that is simple and non-bureaucratic yet comprehensive, and will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Davis Bacon and Labor Standards worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor that has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts that they either fund or assist in funding.

This Guide contains six main chapters. The first chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The second chapter lists the responsibilities of contractors and of state, tribal, and local contracting agencies that administer HUD programs. The third chapter lists wage basics, including wage decisions, wage classifications, and wage rates, to provide background for the rest of the Guide. The fourth chapter discusses reviewing and reporting payrolls. The fifth chapter delves into additional work classifications and wage rates. The sixth and final chapter discusses sanctions and restitution. For further background, the DBLS Agency Guide may be used as a reference.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Standards Field staff for your area.

## RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:  
[www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards](http://www.hud.gov/program_offices/davis_bacon_and_labor_standards)

## BASIC DBA DEFINITIONS

See Section 3 in the Agency Guide.



## LAWS AND REGULATIONS

### The Davis-Bacon Act (DBA)

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if DB applies to a HUD project is it because of a labor provision contained in one of HUD's "Related Acts" (see 5.9 in the Agency Guide). The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

### The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (OT) hours (over 40 in any workweek) worked on a covered project. The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

#### Exemptions:

CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.

CWHSSA O/T provisions do not apply to prime contracts of \$100,000 or less.

### The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback, (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer to submit weekly certified payroll reports, and regulates permissible payroll deductions.

### The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

### Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: [www.ecfr.gov/current/title-29](http://www.ecfr.gov/current/title-29)

## Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of \$2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

### The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting

requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over \$100,000). The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development and Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >\$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >\$2,000 but ≤\$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).





## Davis-Bacon Wage Decisions

The term "wage decision" includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term "wage decision" is used within this Guide to mean the Davis-Bacon wage decision. The terms "wage decision" and "wage determination" are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county or group of counties, and four general characters of construction work.

### RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

[www.hud.gov/program\\_offices/administration/hudclips/forms](http://www.hud.gov/program_offices/administration/hudclips/forms)

### RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at [www.sam.gov](http://www.sam.gov)





## CONTRACTOR RESPONSIBILITIES

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and their subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator Responsibilities, below.)

## CONTRACT ADMINISTRATOR RESPONSIBILITIES

The contract administrator is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. This term is used to represent the person (or persons) who will provide labor standards advice and support to contractors and other project principals (e.g., owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 6.1, The Wage Decision) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see Section 12, Payroll Compliance Reviews and Corrections, in the Agency Guide) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Standards field staff. But many HUD-assisted projects are administered by local contracting agencies such as PHAs, TDHEs, and States, cities and counties under HUD's CDBG and HOME programs.

In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for contractors remains essentially the same.

DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

### RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our [Contact List](#) for help.



## WAGE BASICS

### The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for skilled workers, operators, truck drivers, and laborers—for example: carpenters, electricians, plumbers, roofers, rollers, screeds, bulldozers, water wagons, dump trucks, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 5.12 in the Agency Guide.

### The work classifications and wage rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications.

You'll want to make sure that the work classifications you need are contained in the wage decision, and make certain that you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (e.g., residential and commercial work) and can be lengthy and difficult to read. The contract administrator (HUD Labor Standards field staff or local agency staff) is available to assist with any trouble reading the wage decision or finding the applicable work classification(s).

To make reading lengthy wage decisions easier, a contract administrator may prepare a Project Wage Sheet (HUD-4720). This sheet is a one-page transcript that will show only the classifications and wage rates for a project. A blank copy of a Project Wage Rate Sheet is provided in the Appendix.

### RESOURCE

A fillable version of this form is available online at HUDClips [www.hud.gov/program\\_offices/administration/hudclips/forms](http://www.hud.gov/program_offices/administration/hudclips/forms). Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.

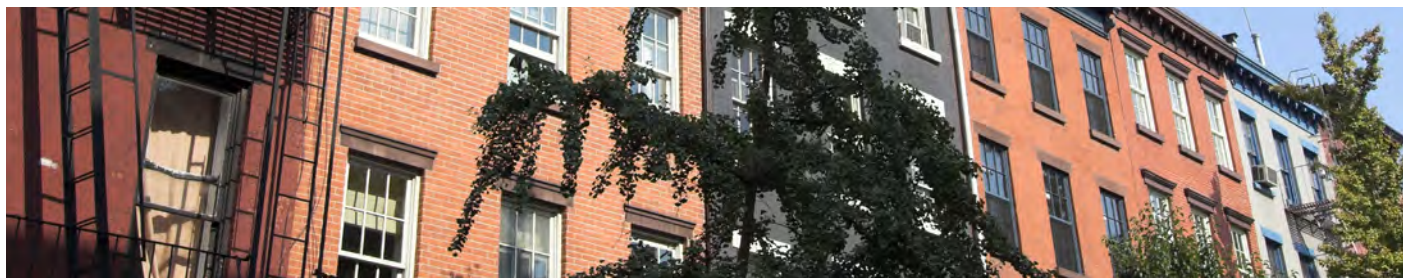
### Posting the wage decision, Davis-Bacon poster, and Additional Classifications wages

The prime contractor is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet), a copy of the DOL Davis-Bacon poster titled Employee Rights Under the Davis-Bacon Act (Form WH-1321), and Additional Classifications wages at the job site in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) if they have any questions or want to file a complaint.

### RESOURCE

The Employee Rights Under the Davis Bacon Act poster replaces the Notice To All Employees. The new poster is available in English and Spanish online at: [www.hud.gov/program\\_offices/davis\\_bacon\\_and\\_labor\\_standards/olrmk13](http://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrmk13).





## REVIEWING PAYROLLS

### Certified Payroll Reports (CPRs)

To demonstrate compliance with labor standards requirements, each employer shall prepare, certify, and submit payroll reports for each week to the sponsor, applicant, or owner for any contract work that is performed. See 29 CFR § 5.5(a)(3)(ii) for information on CPRs.

#### CPR format

Employers on an FHA project are required to use the HUD-authorized Electronic Payroll System (EPS) to submit CPR reports. If an approved electronic payroll reporting system is not being used by the LCA, the employer must ensure that all information from DOL Payroll Form WH-347 is included and that the LSS can reasonably interpret it. Form WH-347 is available online at [www.dol.gov/whd/forms/wh347.pdf](http://www.dol.gov/whd/forms/wh347.pdf).

#### Submission requirements

Each employer shall submit payroll reports beginning with the first week such employer performs work on the site of the work. Employers shall submit reports promptly following the close of each such pay week.

#### "No Work" payrolls

Employers are not required to submit reports for weeks during which no work was performed at the site of work, provided that the payroll reports are numbered sequentially or that the employer has provided written notice that its work on the project has been suspended.

### Weekly payroll certification

Each weekly payroll submitted shall be accompanied by a "Statement of Compliance" that bears the original signature of the owner, executive/corporate officer, or a designee authorized by the owner or officer. The signature must be in ink; pencil is not acceptable. Signature stamps, photocopies, and facsimiles are not acceptable. The employer may utilize the reverse side of the DOL Payroll Form WH-347 as its Statement of Compliance or another document that contains the same language prescribed on the reverse of the WH-347.

### False Submissions

The falsification of any of the above certifications may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 231 of Title 31 of the United States Code (USC).

## Payroll Review and Submission

The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for O/T violations. All the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments, and protect itself from financial loss should underpayments occur.

## Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records—such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments—for a Davis-Bacon project for at least three years after the project is completed. The prime contractor must keep a complete set of all the payrolls for every contractor (including subcontractors) for at least three years after completion of the project.

## Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or DOL.





## REPORTING PAYROLLS

### Completing a Payroll Report

Each employer shall maintain payroll records with respect to their own workforce employed at the site of the work. The prime contractor shall maintain such records relative to all laborers and mechanics working at the site of the work during the course of the construction work for at least three years following the completion of the work. Such records shall contain:

#### Project and contractor/subcontractor information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Week dates must be indicated in the spaces provided. Numbering payrolls is optional but strongly recommended.

#### Employee information

The name and an individually identifying 4-digit number for each laborer and mechanic. Employers must always maintain each employee's address and full Social Security number (SSN) during the construction of the project and for no less than three years following completion. This information must be made available to the prime contractor, HUD, and/or the LCA upon request.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for Federal labor standards compliance monitoring. Prime contractors may require a subcontractor to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

#### Work classification

Each employee must be classified in accordance with the wage decision based on the type of work they perform.

#### Apprentices or trainees

The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

#### Split classifications

For an employee that worked in a split classification, make a separate entry for each classification of work performed, distributing the hours of work to each classification accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

#### Hours worked

The payroll should show only the regular and O/T hours worked on one particular project. The employer must show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, employers should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

#### Rate of pay

Employers must show the basic hourly rate of pay for each employee for one particular project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer must add the fringe benefit rate to the basic hourly rate of pay, and must list the O/T rate if O/T hours were worked.



## Piece-work

For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any O/T hours.

The effective hourly rate must be reflected on the certified payroll. This hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week to week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the O/T rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the O/T rate would be:  $(\$10 \times 1.5) + \$5 = \$20/\text{hour}$ .

## Gross wages earned

Show the gross amount of wages earned for work performed on a particular project. Note: Employees with work hours and earnings on other projects may show gross wages for a particular project over gross earnings from all projects (e.g., \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

## Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (e.g., Savings Account or Loan Repayment). Any voluntary deduction (i.e., not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears. The note needs to show the type, amount, and frequency of the deduction. A new deduction authorization is required when any of the aforementioned items change.

### MORE INFO

Only one employee authorization is needed for recurring (e.g., weekly) "other" deductions. Written employee authorization is not required for income tax and Social Security deductions.





## Net pay

Show the net amount of wages paid.

## Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Employers must be sure to complete the identifying information at the top, particularly if attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, the employer must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that the employer is paying required fringe benefits to approved plans or programs; and 4(b) indicates that the employer is paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If the employer is paying a portion of the required fringe benefit to programs and the balance directly to the employee, the employer must explain those differences in box 4(c).

## Signature

For paper payrolls submitted, the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer, or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. For paper payrolls, signatures in pencil, signature stamps, Xerox copies, PDFs, and other facsimiles are not acceptable.

### MORE INFO

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.





## ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

After contract award, if it is determined that additional work classifications are required because the wage decision lacks all the necessary classifications and wage rates, the prime contractor and, if applicable, its subcontractors employing workers in such classifications shall request an additional work classification and propose a wage rate and fringe benefits for such classification on form SF-1444, Request for Authorization of Additional Classification and Rate. The contractor or subcontractor shall make its request for a final decision through the LSS or LCA, as appropriate, to DOL at [whd-cbaconformance\\_incoming@dol.gov](mailto:whd-cbaconformance_incoming@dol.gov). The LSS/LCA shall assist the employer in preparing the request and, if necessary, provide guidance on the policies and procedures involved.

Note: Additional work classifications and wage rates may be requested only after the effective wage decision "lock-in" date. (See DOL Regulations at 29 CFR Part 5 § 5.5(a)(1)(ii).)

### Additional Work Classification and Wage Rate Parameters

#### Signature

Additional work classifications must be signed by DBLS for FHA-insured projects managed by HUD and signed by the LCA contracting officer for projects managed by LCAs, then forwarded to DOL with the applicable wage decision where:

The requested work classification is used in the area of the project by the construction industry;

The work that will be performed by the requested work classification is not performed by a work classification that is already contained within the applicable wage decision;

The proposed wage rate for the requested work classification bears a reasonable relationship to the wage rates on the wage decision; and

The workers that will be employed in the requested work classification (if it is known who the workers are or will be) or the workers' representatives agree with the proposed wage rate.

#### General guide

The wage rate and fringe benefits proposed for any classification must be in accordance with the guidance available in All Agency Memorandum 213. The proposed wage rate and fringe benefits should bear a reasonable relationship to the entirety of the rates within the relevant category. There are four basic categories: skilled crafts, laborers, truck drivers, and power equipment operators. Additional classifications proposed for power equipment operators must specify the type(s) of power equipment involved.

### Making the Request

Although a request for additional work classification and wage rate may be prompted following an LSS/LCA review, the proposal must originate with the prime contractor/employer that will utilize the work classification. The prime contractor/employer must submit the request in writing. A basic request must identify the contract/project involved, the work classification requested, and the wage rate, including any bona fide fringe benefits proposed. In some cases, it may be necessary for the prime contractor/employer to describe the work that the requested work classification would perform. The prime contractor/employer should use form SF-1444, Request for Authorization of Additional Classification and Rate, to submit the request.



## **LSS/LCA Review of Request**

The LSS/LCA will review the prime contractor/employer's request to determine if it satisfies the approval criteria at 5.12.1.9.2. The LSS/LCA will contact the prime contractor/employer if clarification or additional information is needed to complete the review.

### **Signing the request, reporting to DOL**

If the LSS/LCA review finds that the requested work classifications and wage rate/fringe benefits meet the criteria at 5.12.1.9.2, the LSS/LCA submits the completed SF-1444, related documentation, and the applicable wage decision to the DOL National Office for final decision using DOL's dedicated email address:

[whd-cbaconformance\\_incoming@dol.gov](mailto:whd-cbaconformance_incoming@dol.gov).

### **Disagreement with the request; referring for DOL decision**

If the LSS/LCA review finds that the requested work classification and wage rate/fringe benefits fails to meet the approval criteria or if the parties do not agree on the proper classification or wage rate/fringe benefits for the work described, the LSS/LCA shall prepare an SF-1444 and a written report explaining the results of the review and any issues in dispute among the parties, and shall forward these along with a copy of the applicable wage decision to the DOL National Office for its decision using the same dedicated DOL email address.

### **DOL decision**

DOL regulations permit 30 days for DOL to respond to the SF-1444. DOL will notify the LSS/LCA in writing of its decision.

### **DOL approval**

When DOL approves the requested additional work classification and wage rate/fringe benefits, the LSS/LCA shall provide a copy of the DOL notice of approval to the prime contractor/employer with instructions that the additional work classification and wage rate/fringe benefits must be posted on the job site with the wage decision.



### **DOL disapproval**

When DOL disapproves the requested work classification and wage rate/fringe benefits, DOL will notify the LSS/LCA in writing of the reasons why the request cannot be approved. DOL may also indicate what work classifications/wage rate/fringe benefits could be approved for the work involved if a modified request is submitted.

### **Notification to the prime contractor/employer**

The LSS/LCA will notify the prime contractor/employer in writing of the results of the LSS/LCA review and/or DOL decision and provide a copy of the DOL notice.

### **Requests for DOL reconsideration**

The LSS/LCA, the prime contractor/employer, or other interested parties may request reconsideration of the DOL decision on a requested additional work classification and wage rate/fringe benefits. Such requests must be made in writing accompanied by a full statement of the interested party's views and any supporting wage data or other pertinent information.







## SANCTIONS AND RESTITUTION

### Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before DOL, or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of the things you might expect, and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

### Administrative Review on Labor Standards Disputes

The labor standards clauses in the contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

#### Additional classifications and wage rates

Additional classification and wage rate requests are sometimes denied by DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

#### Reconsideration

DOL normally identifies the reasons for denial in its response to the request. Any interested person (e.g., the contract administrator, employer, or representatives of the employees) may request reconsideration of

the decision on the additional classification request.

The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to DOL. (See DOL Regulations 29 CFR § 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through HQLS (Headquarters Office Davis-Bacon and Labor Standards).

#### Administrative Review Board

Any interested party may request a review of the Administrator’s decision on reconsideration by DOL’s Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR § 1.9.)

#### Findings of underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due, and to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with employers to reach such agreements.

#### Rulings and interpretations unrelated to findings of underpayment

DOL is the authority for rulings and interpretations unrelated to findings of underpayments. This includes disputes concerning the prevailing wage rates as determined by DOL, DBRA applicability, character of work decisions, and interpretation and application of DOL regulations at 29 CFR Parts 1, 3, and 5. These and other such matters must be referred to the DOL Wage and Hour Administrator for their ruling and/or interpretation per 29 CFR § 5.13. Any request for a ruling or an interpretation from the DOL Administrator via DBLS must be submitted through HQLS with a copy to the local LSS.

## Disputes concerning findings of underpayment

Underpayments usually occur when a contractor or subcontractor does not properly pay wages according to the approved wage determination and it has been identified as part of a Davis-Bacon and DBLS enforcement action. There may be other situations that also create underpayments, and they can originate from the employer, prime contractor, or any other interested party. Any underpayment decision by DBLS will include a formal decision letter with a Notice of Right to Appeal.

## DOL review

DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL ALJ. (See DOL Regulations 29 CFR § 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

## Administrative Review Board

Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

## Withholding

The contract administrator shall cause the withholding of payments due to the prime contractor to ensure the payment of wages that are believed to be due and unpaid (e.g., if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor). DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is serious and is not taken unless warranted. If withholding is deemed necessary, the contractor will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.





## Deposits and Escrows

In some situations, certain labor standards issues are not or cannot be resolved in time to meet project closeout schedules. In order to permit a final closing/closeout to proceed while certain labor issues are outstanding, a deposit account (HUD-administered projects, e.g. multifamily housing-insured and grant programs) or an escrow account (LCA-administered projects, e.g., CDBG, HOME, HOPE VI (Housing Opportunities for People Everywhere)) may be established as a guarantee to ensure the payment of any wages that have been or may be found due to workers that were employed in the construction of the project. Deposit and escrow accounts may also hold fringe benefits payments that are due to plans or programs and/or liquidated damages that are assessed for violations of CWHSSA O/T provisions. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

### MORE INFO

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 3.2, Responsibilities of the Principal Contractor, and 12.4, Restitution for Underpayment of Wages, in the Agency Guide.

### Where the parties have agreed to amounts of wage restitution that are due, but the employer hasn't furnished evidence yet that all the underpaid workers have received their back wages (e.g., unfound workers)

The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in Section 11.4.1 of this Guide;

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (unfound workers). See 12.4.6 in the Agency Guide for more information.

### Where underpayments are suspected or alleged and an investigation has not yet been completed

The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper





documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor;

If the employer is unable to make the payments to the workers (e.g., lacks the funds necessary), the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described in Section 13.4.6 in the Agency Guide.

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained.

#### **MORE INFO**

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.

#### **Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due**

The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

### **Administrative Sanctions**

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

#### **DOL debarment**

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the DBRA will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to three years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or initiated by DOL. Debarment proceedings are described in DOL regulations 29 CFR § 5.12.

#### **HUD sanctions**

HUD sanctions may include Limited Denials of Participation (LDPs), debarments, and suspensions.



### Limited Denial of Participation

HUD may issue to the employer an LDP, which prohibits the employer from further participation in HUD programs for a period of up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDPs are found at 24 CFR §§ 24.700-24.714.

### Debarment and suspensions

In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications), or initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

### Falsification of Certified Payroll Reports

Cases that involve certified payroll falsification may be referred to DOL for its investigation at the outset or referred to DOL for administrative review/hearings or other sanctions.

All referrals suggesting consideration for criminal prosecution must be submitted through the established hierarchy:



States may submit any such recommendation to DOL directly.

#### MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.



City of Pembroke Pines  
Section 3 Implementation Plan  
**OVERVIEW**

**You must return FORM 1 with your bid. Failure to do so may result in the disqualification of your bid.**

### Section 3 Goals

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires recipients of certain HUD financial assistance to provide job training, employment, and contracting, to the greatest extent feasible, for low- or very low-income residents in connection with projects and activities in their neighborhoods. Section 3 is race and gender-neutral and is NOT the same as Women-Owned Business Enterprise (WBE) / Minority Business Enterprise (MBE).

Contracts over \$200,000 trigger Section 3. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 residents and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

### Preference for Contracting with Section 3 Business Concerns

The City of Pembroke Pines is required by HUD Regulation 24 CFR Part 75 to make best efforts to contract with businesses that direct economic opportunities to Section 3 workers.

### Programmatic Responsibilities

Contractors and/or Subcontractors are expected to meet the minimum goals listed above, to the greatest extent feasible. (Note: Section 3 maynot be required for all projects, but best efforts to comply with the minimum numerical goals are still highly recommended.) All efforts to utilize Section 3 businesses and workers should be documented, and this Section 3 Project Plan should be submitted for all relevant project bids.

**Submit FORM 1 for all projects. FORMS 2-6 must be submitted for Section 3 - triggered projects (over \$200,000) with final reporting, 30 days after project completion, as applicable.**

City of Pembroke Pines  
Section 3 Implementation Plan  
**FORM 1 – SECTION 3 ASSESSMENT AND CERTIFICATIONS**

This form is required for ALL projects and must be submitted with bid.

Project Information

Project Name:

Project Location or Address(es):

Developer/Contactor Information:

Name of Firm:

Address:

Authorized Representative:

Title:

Phone:

Email:

1. Check all that apply to your business:

- ☐ Your business is at least 51% owned and controlled by low- or very low-income persons
- ☐ Over 75% of the labor hours performed for your business over the past three-month period were performed by Section 3 workers
- ☐ Your business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
- ☐ None of the above

2. Will you be hiring new employees or providing new training opportunities because of this contract? ☐ Yes ☐ No

3. Will you be using subcontractors to complete this project? ☐ Yes ☐ No

4. Is your bid/contract amount greater than \$200,000? ☐ Yes ☐ No

If the response to item 4 above is "YES," Section 3 requirements will be fully enforced on this project. Please complete the certifications below. Please submit FORMS 2, 3, and 6 with final compliance reports, 30 days after project completion. FORM 4 is only required if numeric goals were not met.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. You must still complete the certifications below as applicable and return FORMS 1 with your bid.

Certifications		YES	NO	N/A
All Projects:	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)	<input type="checkbox"/>	<input type="checkbox"/>	
	I understand that I must complete and submit FORM 1 with my bid even if my bid is under \$200,000.	<input type="checkbox"/>	<input type="checkbox"/>	
Projects over \$200K:	I will include the Section 3 Clause (FORM 5) in all subcontracts for which Section 3 compliance is required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand that I am required to submit final Section 3 reports (FORMS 2, 3, 4, and 6), as applicable, along with supporting documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I agree that my company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand the minimum numerical goals for Section 3 participation and have completed FORM 1 with my bid. FORMS 2–6 will be submitted during final reporting, as applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.*

Authorized Representative Signature

Date

City of Pembroke Pines

Section 3 Implementation Plan

FORM 2 – SUBCONTRACTOR INFORMATION

This form is required for Section 3-triggered projects (over \$200,000) and must be submitted with final reporting, 30 days after project completion.

Project Name	Contract Execution Date	Construction Start Date	Today’s Date

Check the box that applies and complete the table if applicable:

- ☐ This project DID NOT utilize subcontractors.
- ☐ This project UTILIZED the following subcontractors:

No.	Sect3 Bus.	Subcontractor Name	Subcontractor Address and Phone Number	Trade	Subcontract Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					

City of Pembroke Pines  
Section 3 Implementation Plan  
**FORM 3—LIST OF PERMANENT EMPLOYEES**

This form is required for Section 3-triggered projects (over \$200,000) and must be submitted with final reporting, 30 days after project completion.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Please note that your business may be eligible for Section 3 Business certification if at least 75% of your labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>.)



City of Pembroke Pines

Section 3 Implementation Plan

FORM 4– DOCUMENTATION OF QUALITATIVE EFFORTS

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with final compliance reports, 30 days after project completion, **only if numeric goals were not met.** Please fill out this form completely and attach additional pages if needed.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

1. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

Attach supporting documentation such as:

- Copies of all publications, notices, pictures of posted notices, and other outreach materials.
- List of all Section 3 workers that responded to your responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.

2. Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Attach supporting documentation such as:

- Section 3 Business List used in solicitation. Must have been provided by the city prior to solicitation and should be no more than 30 days old at the time of solicitation.
- List of Section 3 business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.



City of Pembroke Pines  
Section 3 Implementation Plan

**FORM 4 – DOCUMENTATION OF QUALITATIVE EFFORTS (CONTINUED)**

3. Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples. Attach all applicable supporting documentation.



4. If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

Examples of Qualitative Efforts

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provide training or apprenticeship opportunities
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Assist or connect Section 3 workers with drafting resumes, preparing for interviews, and finding job opportunities
- Hold one or more job fairs
- Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
- Provide assistance to apply for or attend community college, a four-year educational institution, or vocational/technical training
- Help Section 3 workers to obtain financial literacy training and/or coaching
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts
- Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Promote use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
- Other:

City of Pembroke Pines  
Section 3 Implementation Plan  
**FORM 5 – SECTION 3 CONTRACT CLAUSE**

All Section 3 covered contracts and subcontracts must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

City of Pembroke Pines  
Section 3 Implementation Plan  
**FORM 6 – SECTION 3 PROJECT COMPLIANCE REPORT**

This form is required for Section 3-triggered projects (over \$200,000) and must be submitted with final reporting, 30 days after project completion.

Final

Must cover the entire project from start date to completion date. Final report is due 30 days after completion.

Project Name:	Contractor:
Project Location:	Report Type: <input type="checkbox"/> Quarterly <input type="checkbox"/> Final
Reporting Period Start Date:	Reporting Period End Date:

**I. SECTION 3 CONTACT INFORMATION**

Contractor Section 3 Point of Contact:	
Phone:	Email:

**II. SECTION 3 HOURS WORKED – *Report the number of Section 3 hours for this reporting period. Attach time records to support the information provided.***

A. Total hours worked this period by all workers	B. Number of Section 3 hours worked this period	% Section 3 hours (Divide column B by column A)

**III. TARGETED SECTION 3 HOURS WORKED – *Report the number of targeted Section 3 hours for this reporting period. Attach time records to support the information provided.***

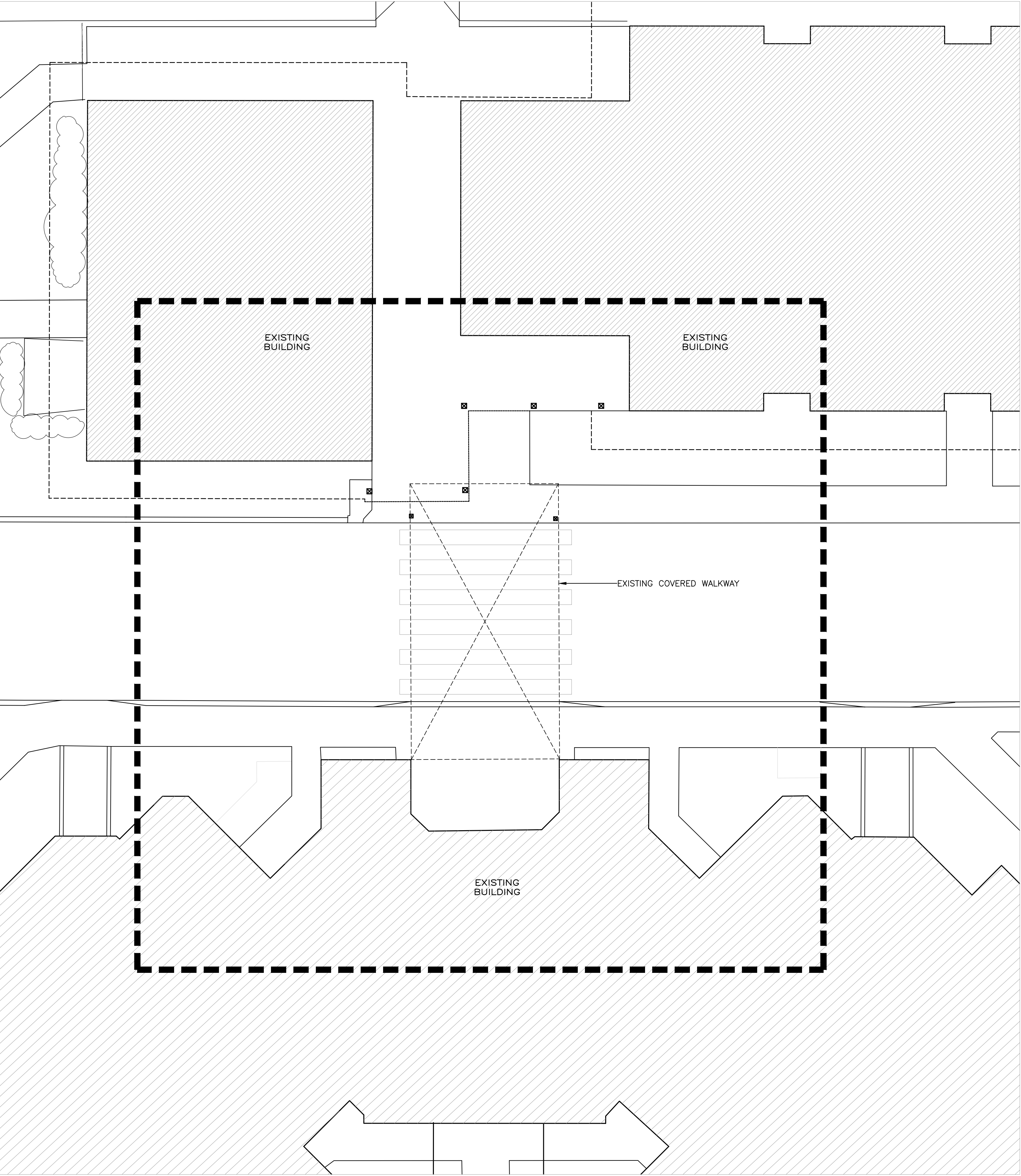
A. Total hours worked this period by all workers	B. Number of targeted Section 3 hours worked this period	% Targeted Section 3 hours (Divide column B by column A)

**IV. QUALITATIVE EFFORTS – If this report indicates numeric goals were not met, attach FORM 4 describing any qualitative efforts made to increase Section 3 participation for this reporting period.**

*I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.*

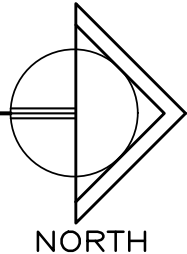
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



EXISTING SITE

SCALE: 1/8"=1'-0"



INDEX OF DRAWINGS

- ARCHITECTURE
- A000 LOCATION PLAN, PARTIAL EXISTING SITE PLAN
  - S1 SURVEY PLAN
  - AD100 DEMOLITION PLANS AND DEMOLITION NOTES
  - A100 PROPOSED PLAN
  - A101 PROPOSED REFLECTED CEILING PLAN
  - A102 PROPOSED ROOF PLAN
  - A200 SECTIONS AND ELEVATIONS
- STRUCTURAL
- S1 FOUNDATION PLAN & ROOF FRAMING PLAN
  - S2 STRUCTURAL DETAILS
  - S3 STRUCTURAL NOTES AND DETAILS
- ELECTRICAL
- E1 ELECTRICAL PLAN, NOTES, PANEL AND RISER SCHEDULE
- FIRE PROTECTION
- FP1 FIRE PROTECTION GENERAL NOTES, LEGEND & SCHEDULE.
  - FP2 FIRE PROTECTION REFLECTED CEILING PLAN.

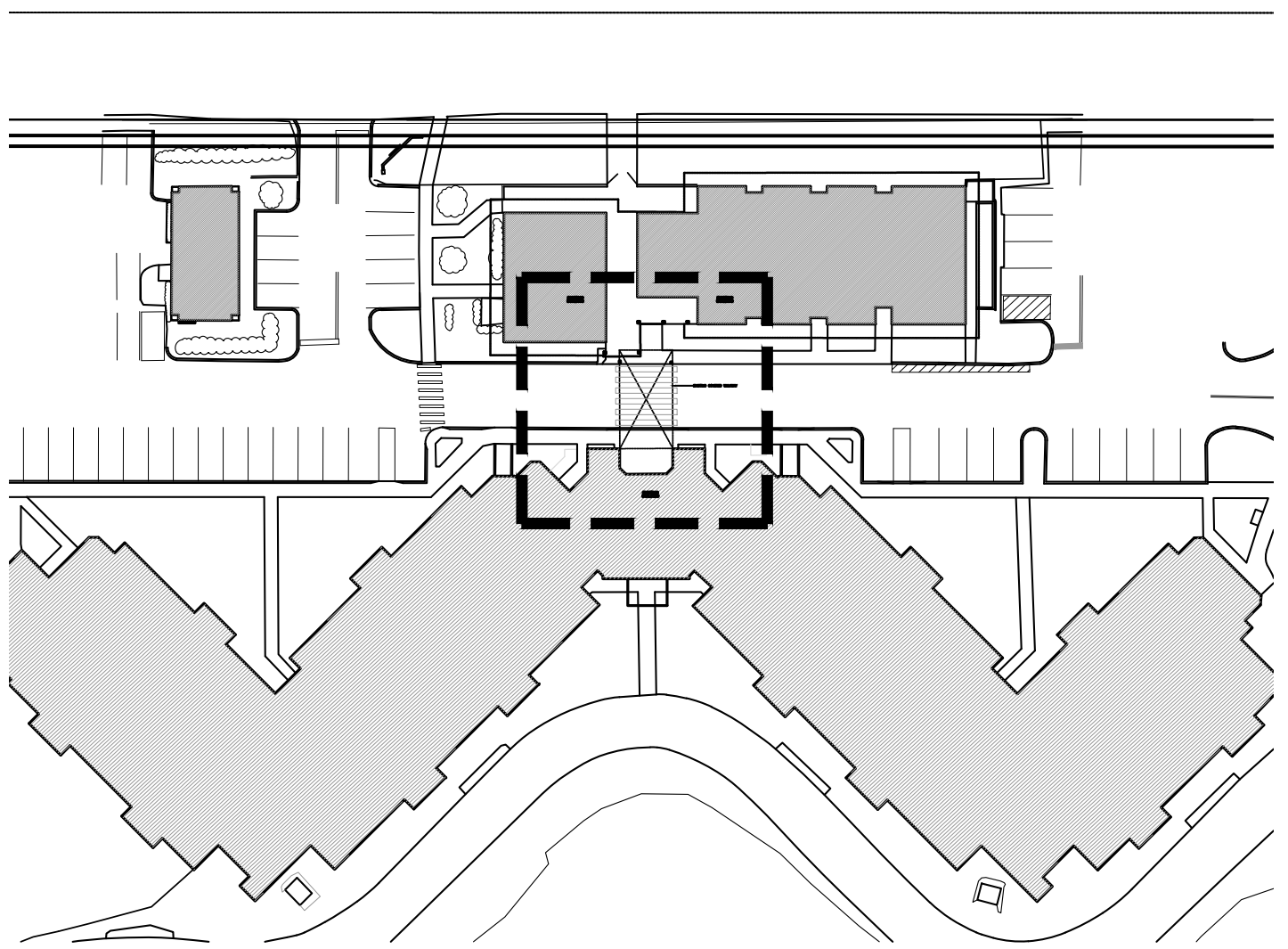
GENERAL NOTES:

1. THE DRAWINGS ARE INTENDED TO SHOW THE GENERAL ARRANGEMENT, DESIGN AND EXTENT OF THE WORK AND ARE PARTIALLY DIAGRAMMATIC. THEY ARE NOT INTENDED TO BE SCALED FOR ROUGH-IN MEASUREMENTS, OR TO SERVE AS SHOP DRAWINGS OR PORTIONS THEREOF.
2. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL OR SECTION IS SHOWN.
3. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR AND ALL THE SUBCONTRACTORS SHALL VERIFY ALL GRADES, LINES, LEVELS, DIMENSIONS AND COORDINATE EXISTING CONDITIONS AT THE JOB SITE WITH THE PLANS AND SPECIFICATIONS. THEY SHALL REPORT ANY INCONSISTENCIES OR ERRORS IN THE ABOVE TO THE ARCHITECT/ENGINEER BEFORE COMMENCING WORK. THE CONTRACTOR AND HIS SUBCONTRACTORS SHALL LAY OUT THEIR WORK FROM ESTABLISHED REFERENCE POINTS AND BE RESPONSIBLE FOR ALL LINES, ELEVATIONS AND MEASUREMENTS IN CONNECTION WITH THEIR WORK.
4. IF ANY ERRORS OR OMISSIONS APPEAR IN THE DRAWINGS, GENERAL NOTES OR OTHER DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF SUCH OMISSION OR ERROR PRIOR TO PROCEEDING WITH ANY WORK WHICH APPEARS IN QUESTION. IN THE EVENT OF THE CONTRACTOR'S FAILING TO GIVE SUCH AN ADVANCED NOTICE, HE SHALL BE HELD RESPONSIBLE FOR THE RESULTS OF ANY SUCH ERRORS OR OMISSIONS AND THE COST OF RECTIFY IN THE SAME.
5. THE CONTRACTOR SHALL USE THE STRUCTURAL DRAWINGS AND SPECIFICATIONS TOGETHER WITH THE ARCHITECTURAL, MECHANICAL, ELECTRICAL AND OTHER TRADE DRAWINGS AND SHOP DRAWINGS, TO LOCATE DEPRESSED SLABS, SLOPES, DRAINS, OUTLETS, RECESSES, OPENINGS, BOLT SETTING, SLEEVES, DIMENSIONS, ETC. NOTIFY ARCHITECT/ENGINEER, IN WRITING, OF ANY POTENTIAL CONFLICTS BEFORE PROCEEDING WITH THE WORK.

BUILDING DATA

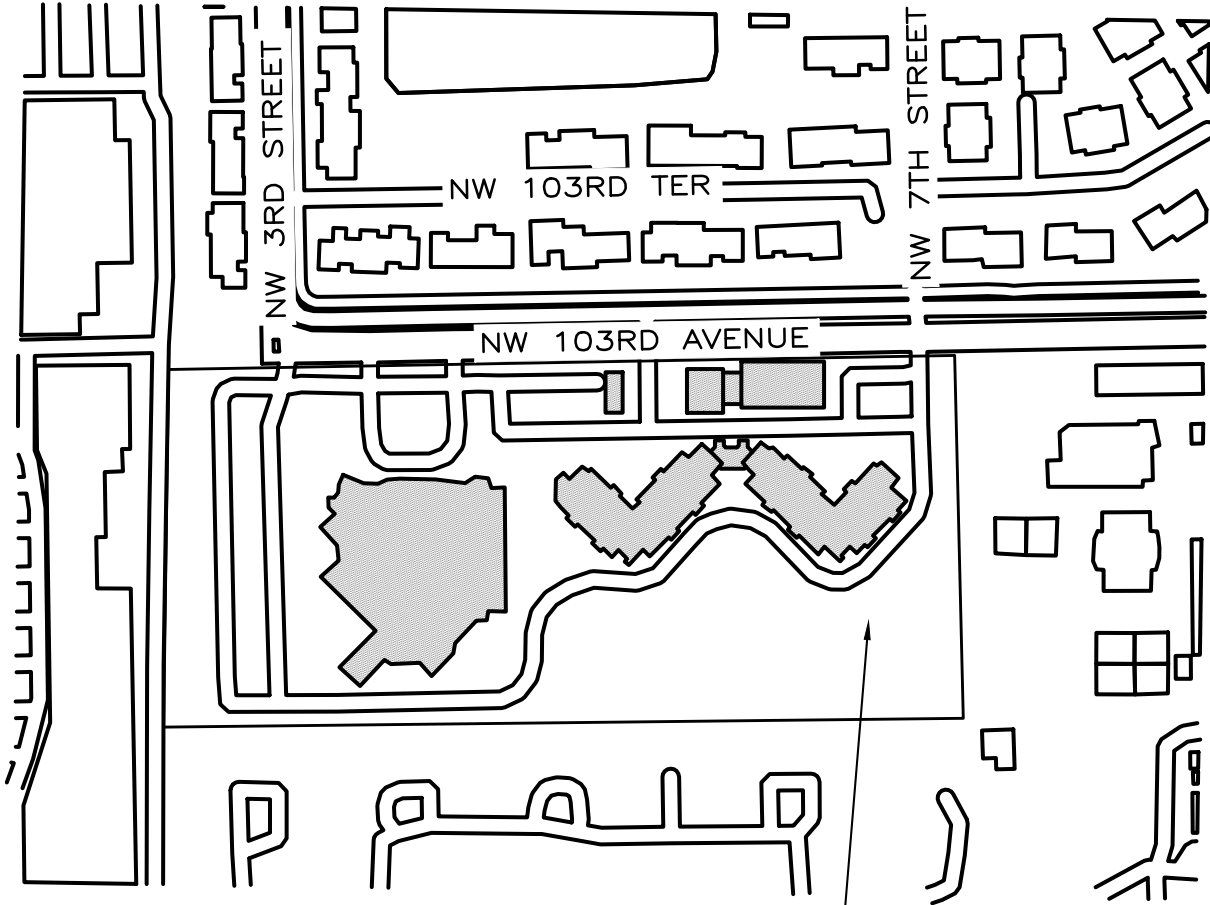
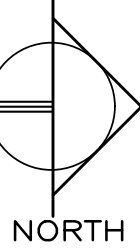
BUILDING CLASSIFICATION  
TYPE II-A  
(AS PER TABLE 2023 FLORIDA BUILDING CODE, 8TH EDITION)

ALTERATION LEVEL  
LEVEL 2  
(AS PER 2023 FLORIDA BUILDING CODE, EXISTING BUILDING. 8TH EDITION).



KEY MAP

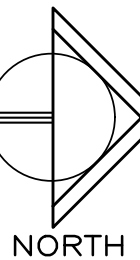
SCALE: 1/4"=1'-0"



PEMBROKE PINES SENIOR CAMPUS  
501 NW 103RD AVENUE  
CITY OF PEMBROKE PINES, FLORIDA 33026

LOCATION MAP

N.T.S.



REVISIONS



(305) 251-7923  
FAX (305) 251-7924  
julio@jsgroup.net

JSA GROUP INC.

NEW CONSTRUCTION:  
PROPOSED ADDITION: NEW COVERED WALKWAY  
PEMBROKE PINES SENIOR CAMPUS  
501 NW 103rd AVENUE  
CITY OF PEMBROKE PINES, FLORIDA 33026

JOB # 24-007

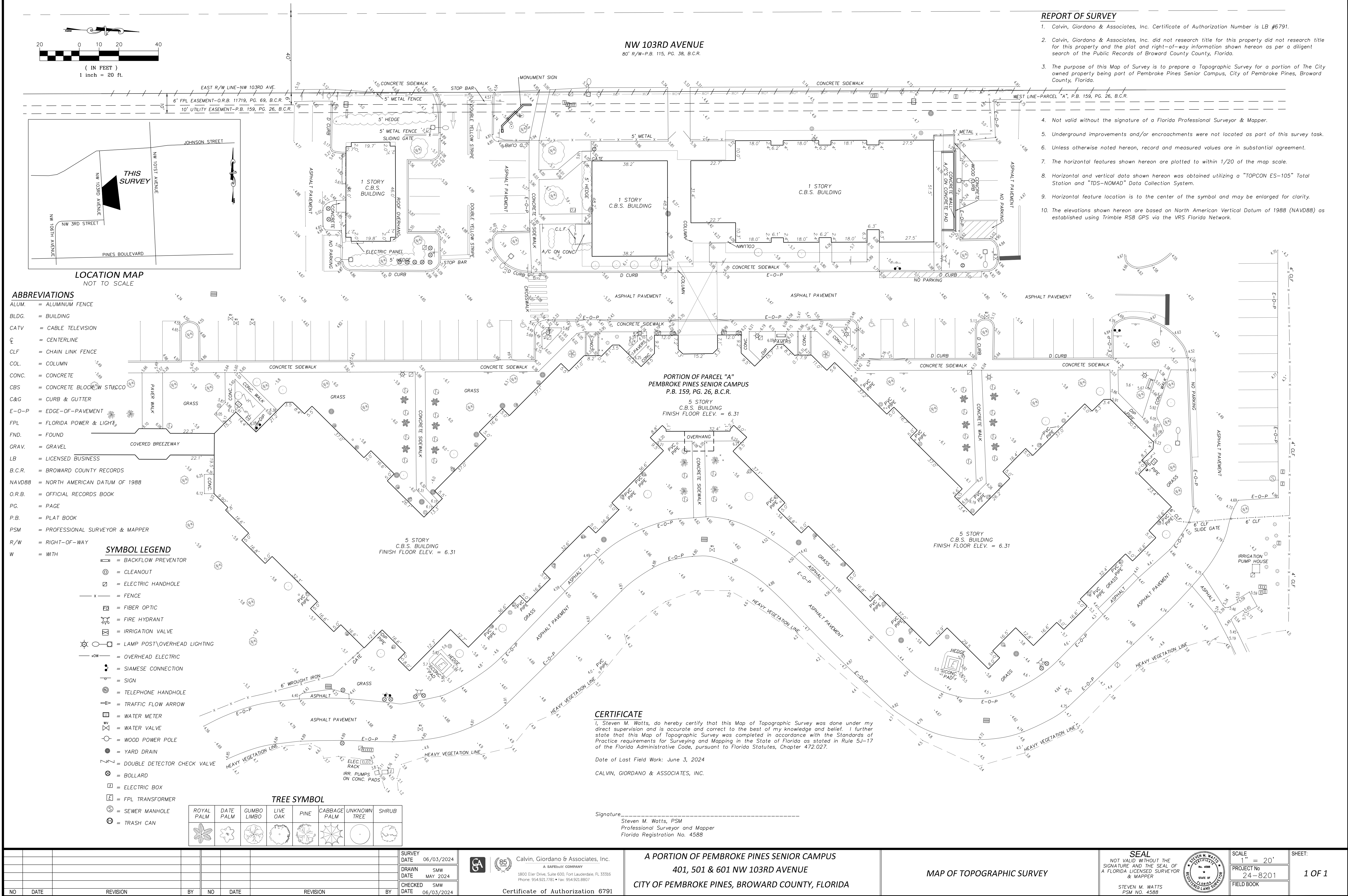
DRAWN BY: FZ

AUGUST 2024

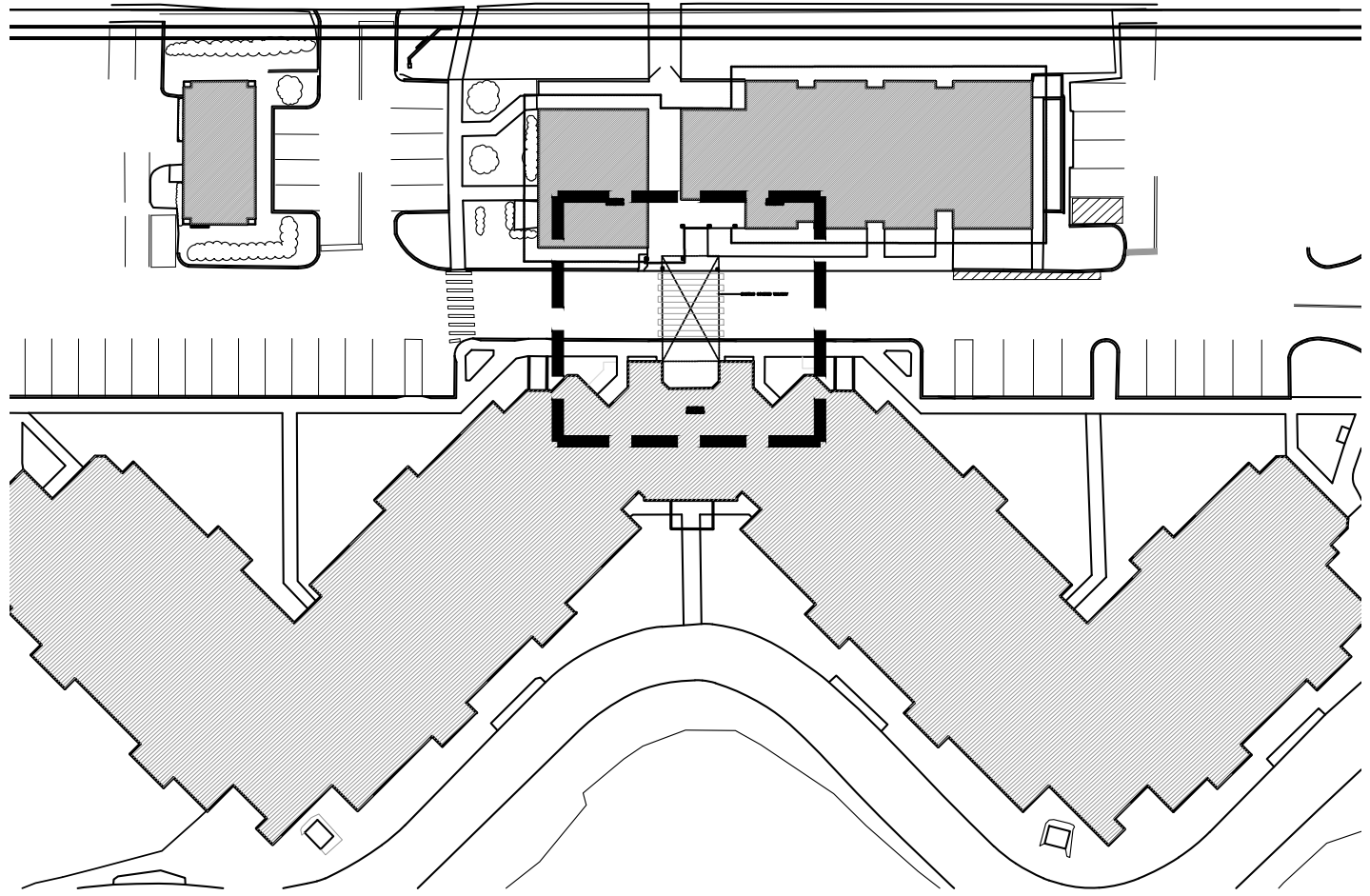
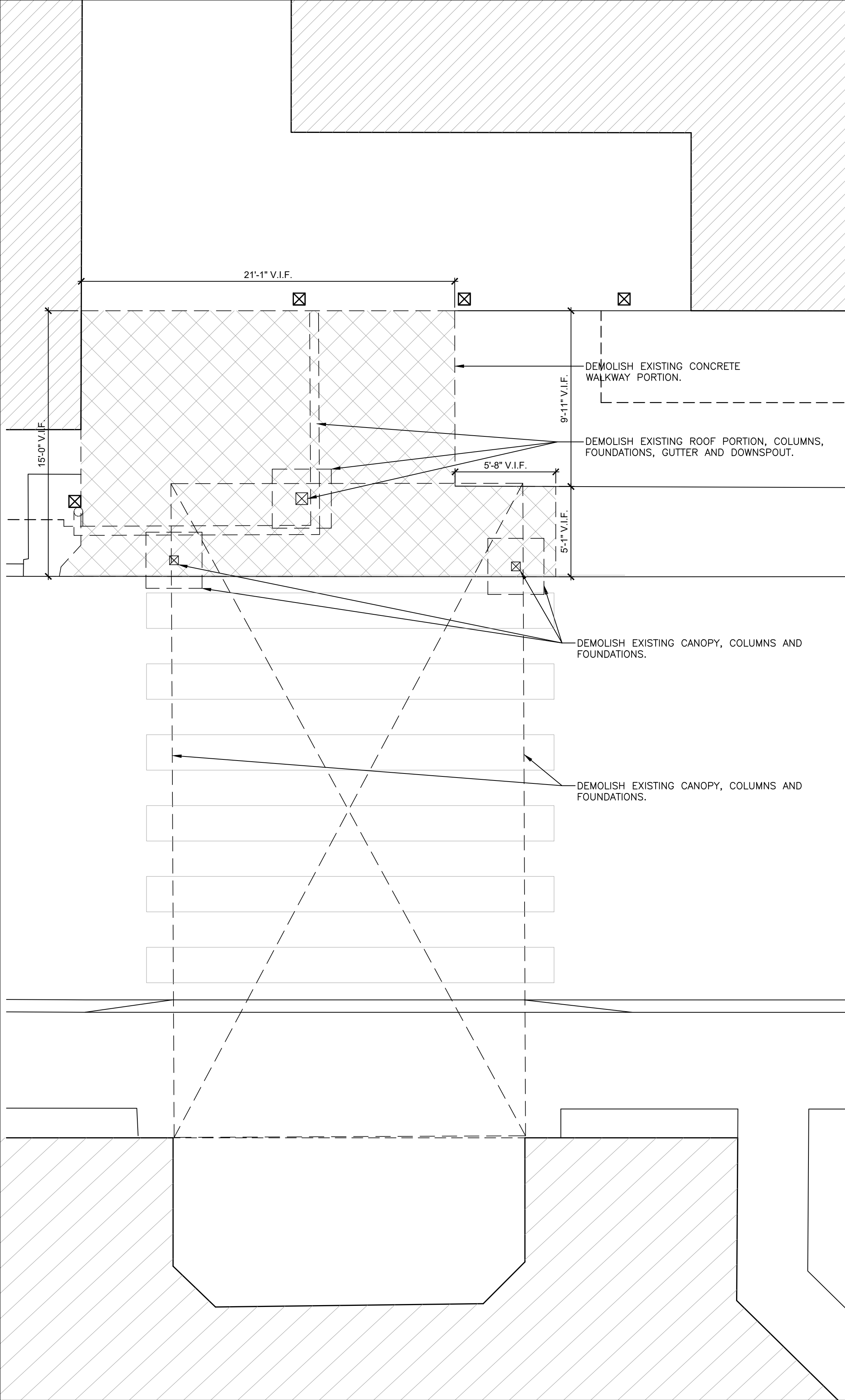
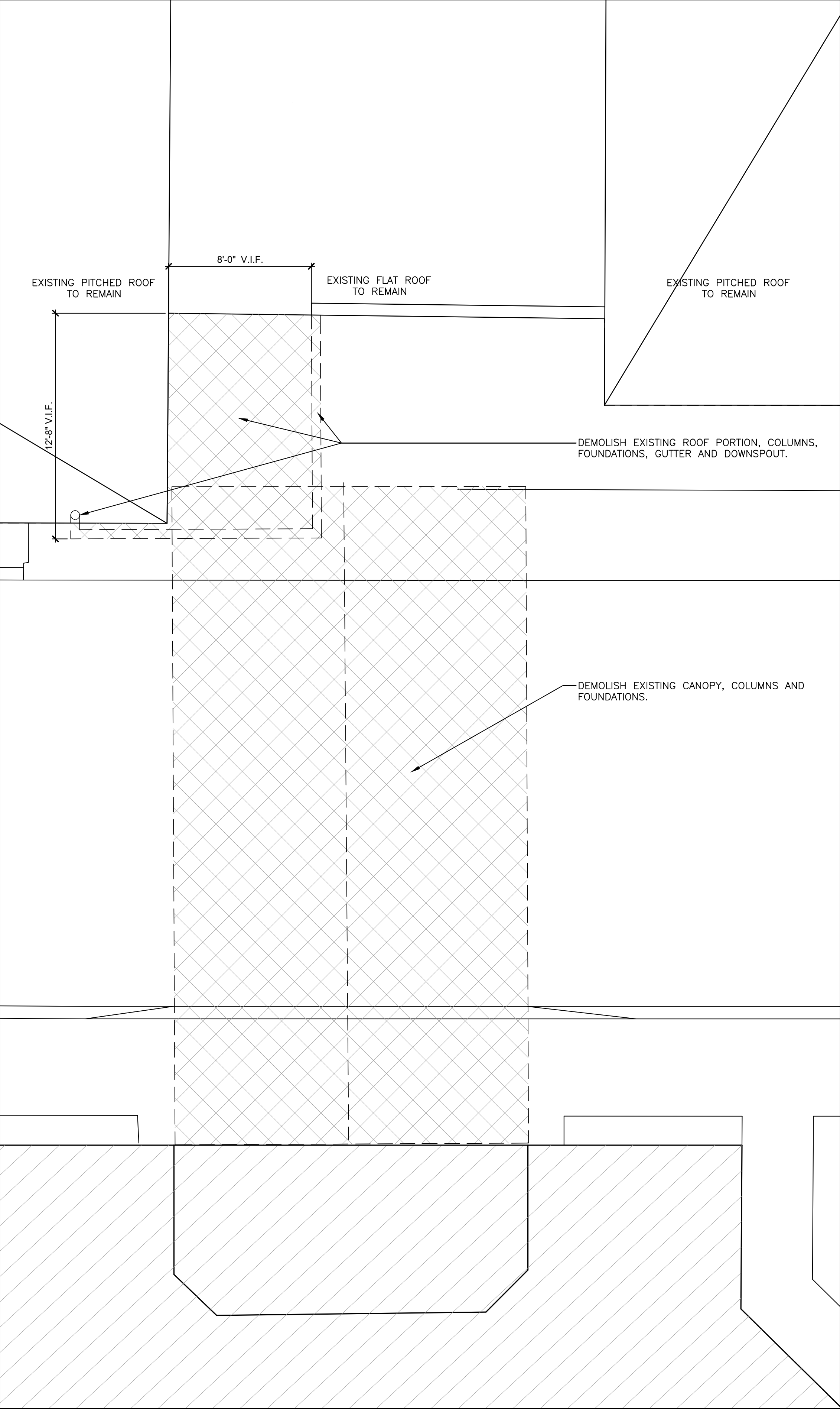
SEAL

JULIO SANCHEZ  
NO. 15751  
NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED IN THIS BLOCK

A000







DEMOLITION GENERAL NOTES:

1. DEMOLISH AS REQUIRED TO ACCOMPLISH WORK INDICATED IN THE DOCUMENTS. ALL REQUIRED DEMOLITION SHALL BE INCLUDED IN THE BASE BID PACKAGE SUBMITTED BY THE CONTRACTOR.
2. DO NOT ALLOW MATERIALS AND DEBRIS GENERATED DAILY TO BE DISPOSED OF IN AN ILLEGAL MANNER. NO SALE OR BURNING OF REMOVED ITEMS IS PERMITTED.
3. THIS PLAN IS TO BE USED IN CONJUNCTION WITH THE ENTIRE SET OF CONSTRUCTION DRAWINGS. DO NOT REMOVE ANY ITEMS WITHOUT VERIFYING AND COORDINATING WITH ALL GENERAL TRADES, AS TO HOW THEY RELATE TO THE OVERALL PROJECT.
4. THE CONTRACTOR MUST TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE SAFETY OF THE PUBLIC AND WORKMEN ON THE SITE TO PREVENT ACCIDENTS OR INJURY TO ANY PERSON ON ABOUT OR ADJACENT TO THE PREMISES. THE CONTRACTOR SHALL COMPLY WITH ALL LAWS, ORDINANCE CODES, AND REGULATIONS PERTAINING TO SAFETY AND THE PREVENTION OF ACCIDENTS.
5. THE CONTRACTOR MUST MAINTAIN ADEQUATE SUPPORT, INSULATION, WATERPROOFING EMERGENCY LIGHTING, SECURITY, ALARMS, ETC., FOR ALL OR PART OF THE ITEMS WHICH ARE TO REMAIN.
6. DO NOT CUT OR ALTER ANY STRUCTURAL MEMBERS WITHOUT AUTHORIZATION FROM THE ARCHITECT OR ENGINEER.
7. REMOVE ALL MECHANICAL, PLUMBING AND WATER PIPING BACK TO THEIR SOURCE AND CAP-OFF AS REQUIRED.
8. REMOVE ALL ELECTRICAL CONDUIT, WIRING, DISCONNECTS, ETC. AND PROVIDE COVERS AT ALL CONNECTING POINTS.
9. BUILDING WILL BE OCCUPIED DURING THE DEMOLITION WORK.
10. REFER TO M.E.P. & STRUCTURAL DRAWINGS FOR SYSTEMS COORDINATION.

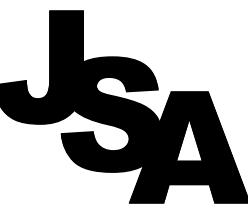
DEMOLITION SCOPE OF WORK

1. DEMOLISH EXISTING CANOPY, COLUMNS AND FOUNDATIONS.
2. DEMOLISH EXISTING FLAT ROOF PORTION, COLUMNS AND FOUNDATIONS.
3. DEMOLISH AND REPLACE EXISTING WALKWAY PORTION.

DEMOLITION LEGEND

- EXISTING BUILDING
- DEMOLITION AREA
- DEMOLITION
- EXISTING WALL

REVISIONS



(305) 251-7923  
FAX (305) 251-7924  
julio@jsgroup.net

JSA GROUP INC.

12229 S.W. 132ND COURT MIAMI, FLORIDA 33186  
JULIO SANCHEZ ARCHITECT\*INTERIOR DESIGNER  
AR-0015751/ID-0002171

NEW CONSTRUCTION:  
PROPOSED ADDITION: NEW COVERED WALKWAY  
PEMBROKE PINES SENIOR CAMPUS  
501 NW 103rd AVENUE  
CITY OF PEMBROKE PINES, FLORIDA 33026

JOB # 24-007

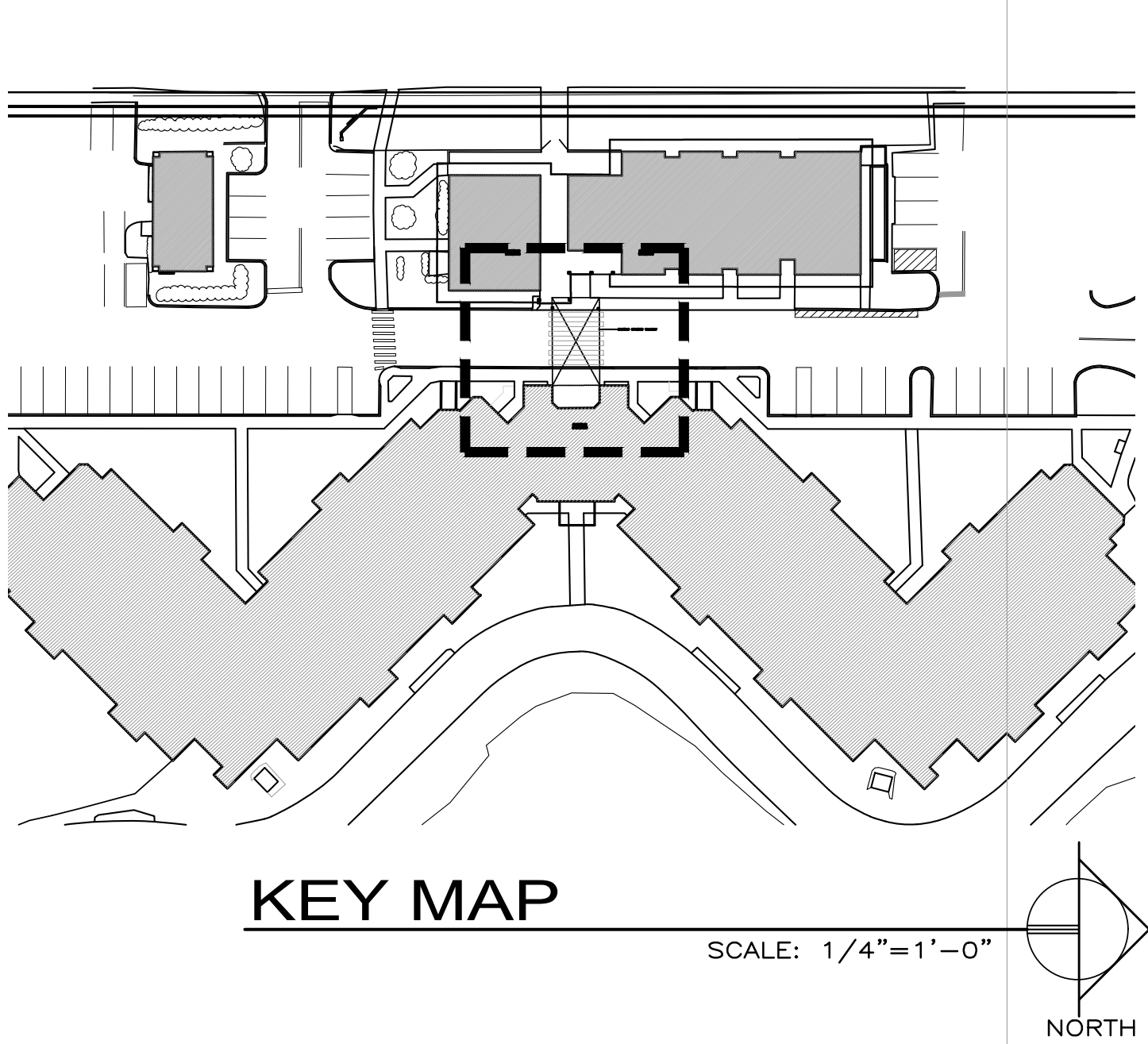
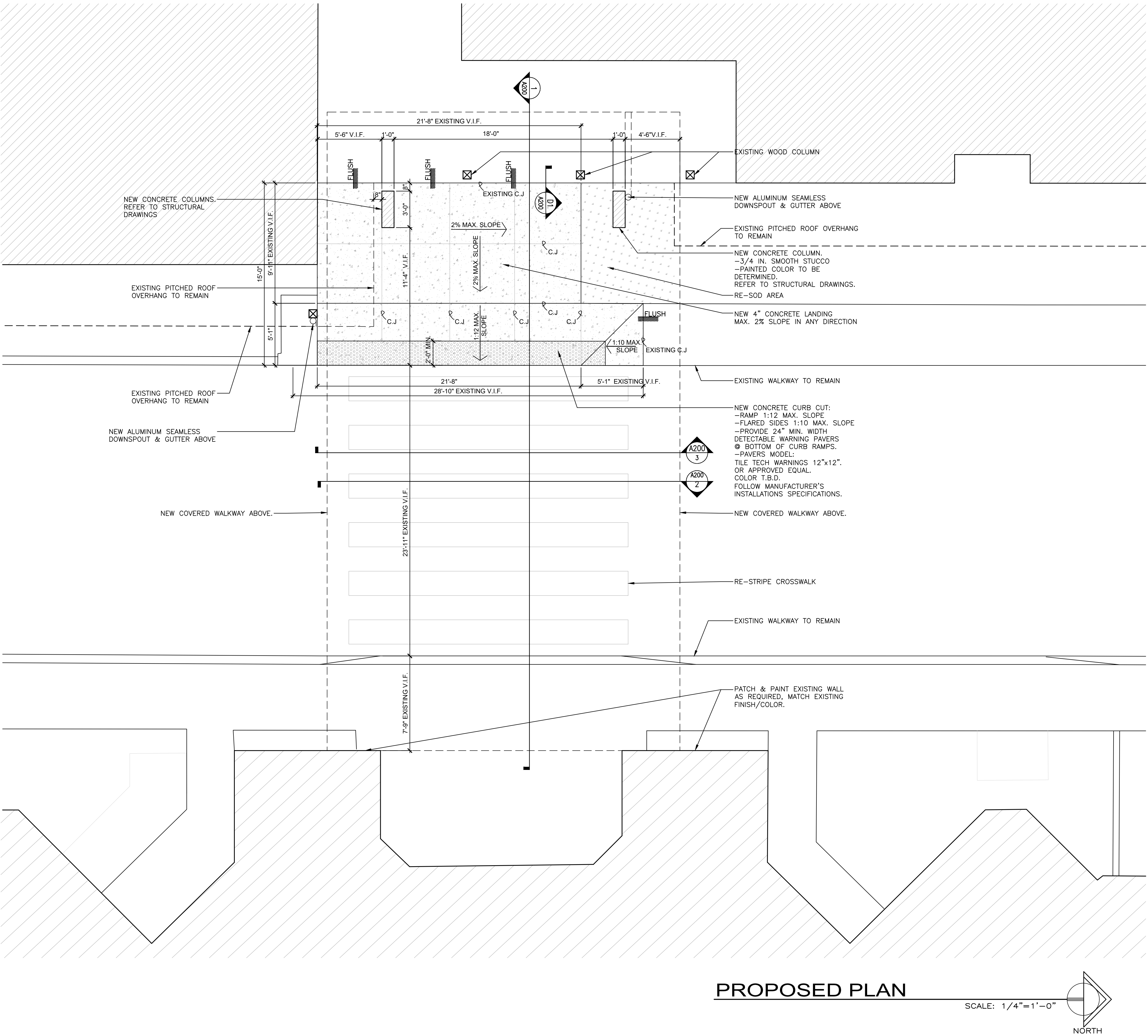
DRAWN BY: FZ

AUGUST 2024

SEAL

JULIO SANCHEZ  
NO. 15751  
NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED IN THIS BLOCK

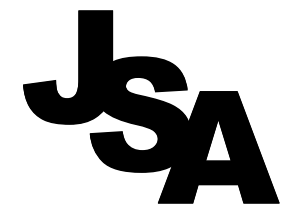
AD100



- SCOPE OF WORK**
- CONSTRUCTION:
1. REPLACE 4" CONCRETE WALKWAY PORTION & CURB-CUT. MATCH EXISTING FINISH PAINT/COLOR.
  2. PROVIDE 24" DETECTABLE WARNING MAT @ BOTTOM OF CURB, RAMPS & FLARES.
  3. NEW SEAMLESS GUTTER AND DOWNSPOUT FOR EXISTING ROOF.
  4. RE-STRIPE EXISTING CROSSWALK.
- NEW COVERED WALKWAY:
5. NEW COVERED WALKWAY CONCRETE COLUMNS.
  6. NEW COVERED WALKWAY HIP ROOF, WOOD TRUSSES, 1" BEAMS, SEAMLESS ALUMINUM GUTTERS AND DOWNSPOUTS.
  7. NEW COVERED WALKWAY ILLUMINATION.
  8. NEW COVERED WALKWAY SPRINKLER SYSTEM.
  9. NEW COVERED WALKWAY LOUVER.

- NOTES**
- PATCH & PAINT AS REQUIRED, MATCH EXISTING FINISH AND COLOR.
  - REFER TO STRUCTURAL DRAWINGS FOR DETAILS.
  - REFER TO ELECTRICAL DRAWINGS FOR DETAILS.
  - REFER TO FIRE PROTECTION DRAWING FOR DETAILS.
  - G.C. TO COORDINATE LIGHTING AND SPRINKLER LOCATION WITH FRAMING PLAN.
  - G.C. TO PROVIDE SHOP DRAWINGS FOR A/E APPROVAL:
- FOUNDATION STEEL, WOOD TRUSSES, LIGHTING, ROOF SHINGLES, VENT, ALUMINUM GUTTER/DOWNSPOUT, DETECTABLE WARNINGS.

REVISIONS

**JSA GROUP INC.**  
12229 S.W. 132ND COURT MIAMI, FLORIDA 33186  
JULIO SANCHEZ ARCHITECT\*INTERIOR DESIGNER  
AR-0015751/ID-0002171  
(305) 251-7923  
FAX (305) 251-7924  
julio@jsgroup.net

NEW CONSTRUCTION:  
**PROPOSED ADDITION: NEW COVERED WALKWAY**  
PEMBROKE PINES SENIOR CAMPUS  
501 NW 103rd AVENUE  
CITY OF PEMBROKE PINES, FLORIDA 33026

JOB # 24-007

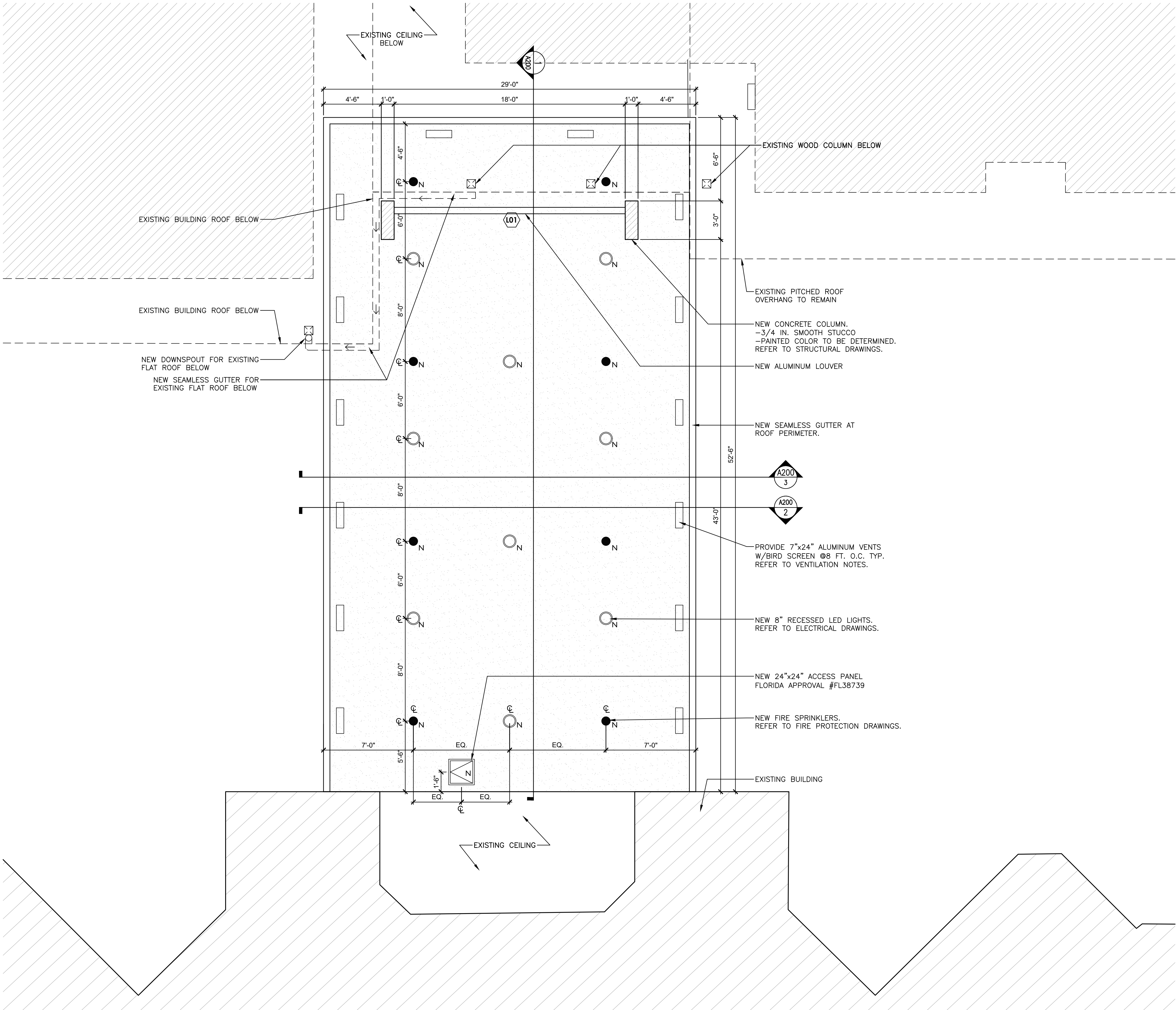
DRAWN BY: FZ

AUGUST 2024

SEAL

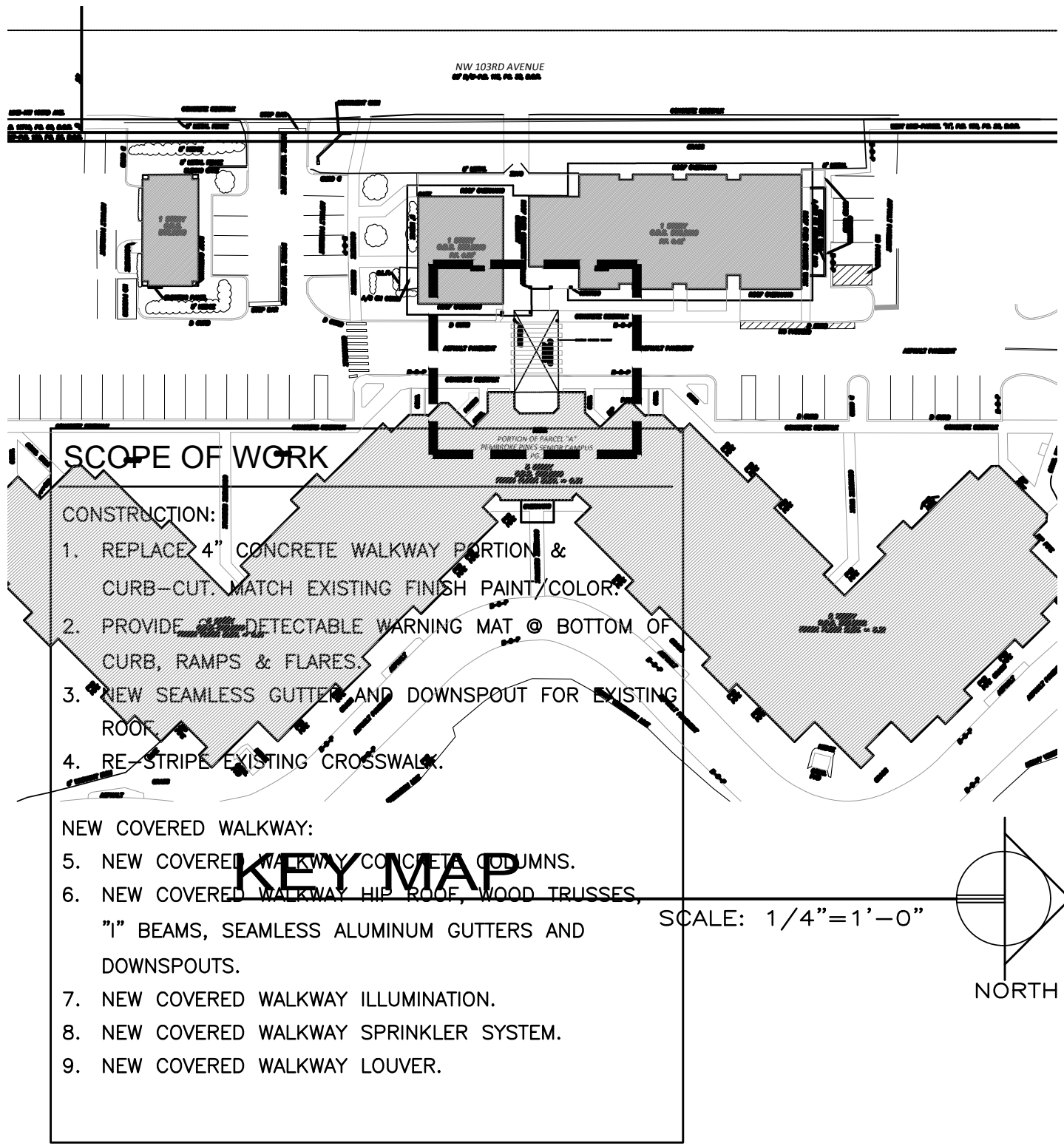
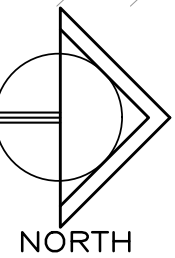
JULIO SANCHEZ  
NO. 15751  
NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED IN THIS BLOCK

**A100**



PROPOSED REFLECTED CEILING PLAN

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



SCOPE OF WORK

- CONSTRUCTION:
1. REPLACE 4" CONCRETE WALKWAY PORTION & CURB-CUT. MATCH EXISTING FINISH PAINT/COLOR.
  2. PROVIDE DETECTABLE WARNING MAT @ BOTTOM OF CURB, RAMPS & FLARES.
  3. NEW SEAMLESS GUTTER AND DOWNSPOUT FOR EXISTING ROOF.
  4. RE-STRIP EXISTING CROSSWALK.

NEW COVERED WALKWAY:

5. NEW COVERED WALKWAY CONCRETE COLUMNS.
6. NEW COVERED WALKWAY HIP ROOF, WOOD TRUSSES, 1" BEAMS, SEAMLESS ALUMINUM GUTTERS AND DOWNSPOUTS.
7. NEW COVERED WALKWAY ILLUMINATION.
8. NEW COVERED WALKWAY SPRINKLER SYSTEM.
9. NEW COVERED WALKWAY LOUVER.

REFLECTED CEILING LEGEND

- SPRINKLER
- ⊙ SMOKE DETECTOR
- ◻ 24"x24" ACCESS PANEL FLORIDA APPROVAL #FL38739
- ⊗ EXIT LIGHT/SIGN CEILING MOUNTED
- CEILING MOUNTED Ø8" RECESSED LIGHTING FIXTURE
- ▨ LATH AND STUCCO SOFFIT
- N NEW
- E EXISTING
- ▭ 7"x24" ALUMINUM VENTILATION W/BIRD SCREEN

NOTES

- PATCH & PAINT AS REQUIRED, MATCH EXISTING FINISH AND COLOR.
  - REFER TO STRUCTURAL DRAWINGS FOR DETAILS.
  - REFER TO ELECTRICAL DRAWINGS FOR DETAILS.
  - REFER TO FIRE PROTECTION DRAWING FOR DETAILS.
  - G.C. TO COORDINATE LIGHTING AND SPRINKLER LOCATION WITH FRAMING PLAN.
  - G.C. TO PROVIDE SHOP DRAWINGS FOR A/E APPROVAL:
- FOUNDATION STEEL, WOOD TRUSSES, LIGHTING, ROOF SHINGLES, VENT, ALUMINUM GUTTER/DOWNSPOUT, DETECTABLE WARNINGS.

VENTILATION NOTES

VENTILATION CALCULATIONS AS PER FBC 2023 8TH EDITION, BUILDING SECTION 1203.2 VENTILATION REQUIRED.

REQUIRED :  $1/150 \times 1.256 \text{ S.F.} = 8.4 \text{ S.F.}$

PROVIDED :  $1.1 \text{ S.F. VENTS} \times 14 \text{ UNITS} = 15.4 \text{ S.F.}$

$15.4 \text{ S.F.} > 8.4 \text{ S.F.}$  THEREFORE COMPLIES.

PROVIDE MINIMUM 14 VENTILATION UNITS. REFER TO REFLECTED CEILING PLAN.

REVISIONS




(305) 251-7923  
FAX (305) 251-7924  
julio@jsgroup.net

JSA GROUP INC.

12229 S.W. 132ND COURT MIAMI, FLORIDA 33186  
JULIO SANCHEZ ARCHITECT\*INTERIOR DESIGNER  
AR-0015751/ID-0002171

NEW CONSTRUCTION:  
PROPOSED ADDITION: NEW COVERED WALKWAY  
PEMBROKE PINES SENIOR CAMPUS  
501 NW 103rd AVENUE  
CITY OF PEMBROKE PINES, FLORIDA 33026

JOB # 24-007

DRAWN BY: FZ

AUGUST 2024

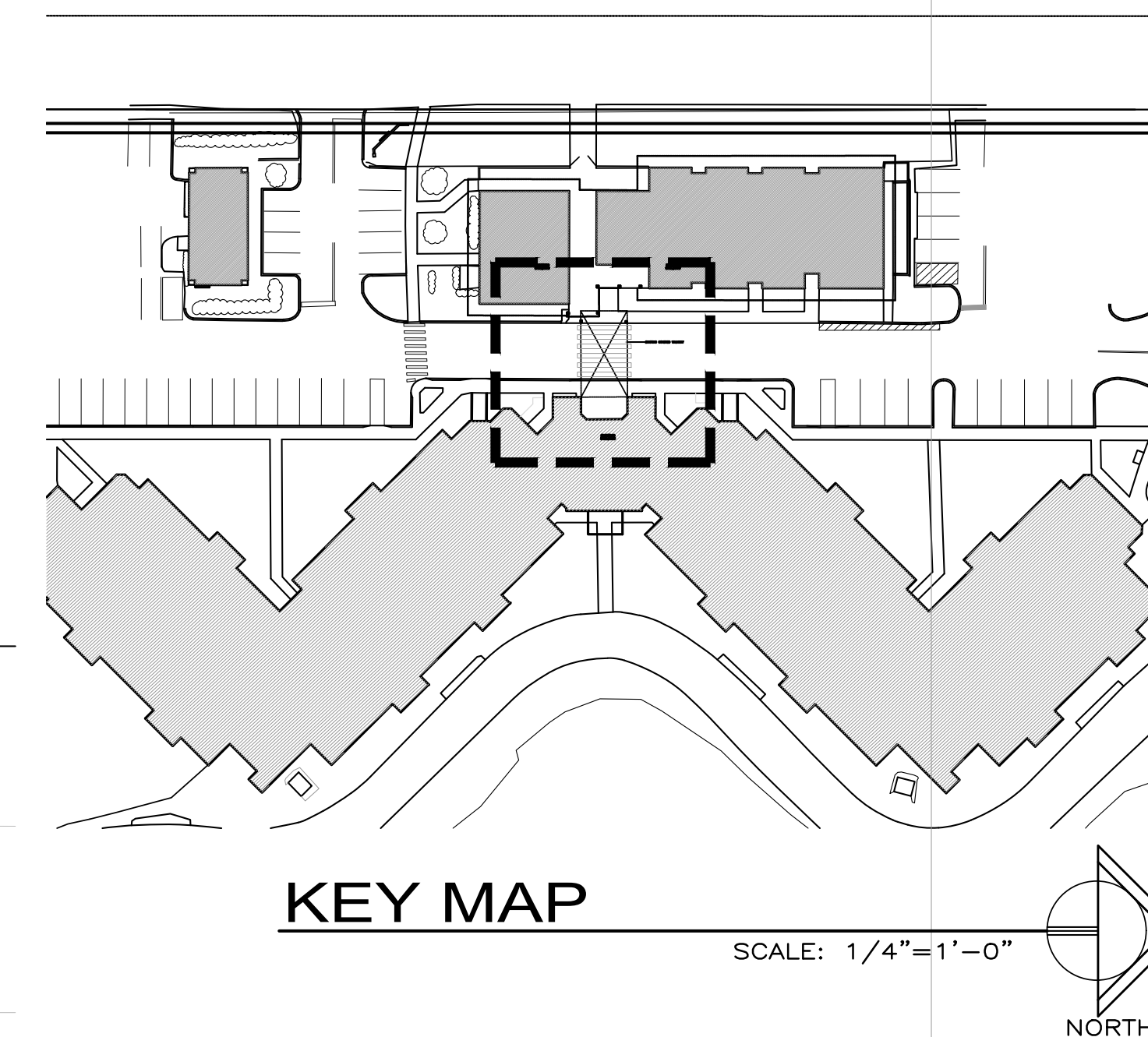
SEAL

JULIO SANCHEZ  
NO. 15751

NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED IN THIS BLOCK

A101





CONSTRUCTION:

1. REPLACE 4" CONCRETE WALKWAY PORTION & CURB-CUT. MATCH EXISTING FINISH PAINT/COLOR.
2. PROVIDE 24" DETECTABLE WARNING MAT @ BOTTOM OF CURB, RAMPS & FLARES.
3. NEW SEAMLESS GUTTER AND DOWNSPOUT FOR EXISTING ROOF.
4. RE-STRIPE EXISTING CROSSWALK.

NEW COVERED WALKWAY:

5. NEW COVERED WALKWAY CONCRETE COLUMNS.
6. NEW COVERED WALKWAY HIP ROOF, WOOD TRUSSES, "I" BEAMS, SEAMLESS ALUMINUM GUTTERS AND DOWNSPOUTS.
7. NEW COVERED WALKWAY ILLUMINATION.
8. NEW COVERED WALKWAY SPRINKLER SYSTEM.
9. NEW COVERED WALKWAY LOUVER.

- PATCH & PAINT AS REQUIRED, MATCH EXISTING FINISH AND COLOR.
- REFER TO STRUCTURAL DRAWINGS FOR DETAILS.
- REFER TO ELECTRICAL DRAWINGS FOR DETAILS.
- REFER TO FIRE PROTECTION DRAWING FOR DETAILS.
- G.C. TO COORDINATE LIGHTING AND SPRINKLER LOCATION WITH FRAMING PLAN.
- G.C. TO PROVIDE SHOP DRAWINGS FOR A/E APPROVAL:

FOUNDATION STEEL, WOOD TRUSSES, LIGHTING, ROOF SHINGLES, VENT, ALUMINUM GUTTER/DOWNSPOUT, DETECTABLE WARNINGS.

## REVISIONS



**USA GROUP INC.**

12229 S.W. 132ND COURT MIAMI, FLORIDA 33186  
 JULIO SANCHEZ ARCHITECT\*INTERIOR DESIGNER  
 (305) 251-7923  
 (305) 251-7924  
 FAX (305) 251-7924  
 AR-0015751/ID-0002171  
 julio@jsagroup.net

NEW CONSTRUCTION:  
PROPOSED ADDITION: NEW COVERED WALKWAY  
PEMBROKE PINES SENIOR CAMPUS  
501 NW 103rd AVENUE  
CITY OF PEMBROKE PINES, FLORIDA 33026

JOB # 24-007

DRAWN BY: FZ

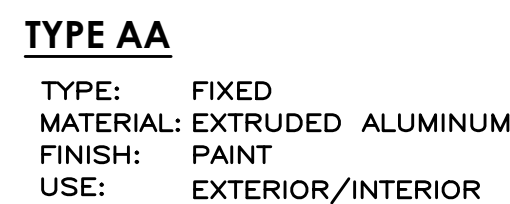
AUGUST 2024

SEAL

JULIO SANCHEZ  
NO. 15751

NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED IN THIS BLOCK

A102

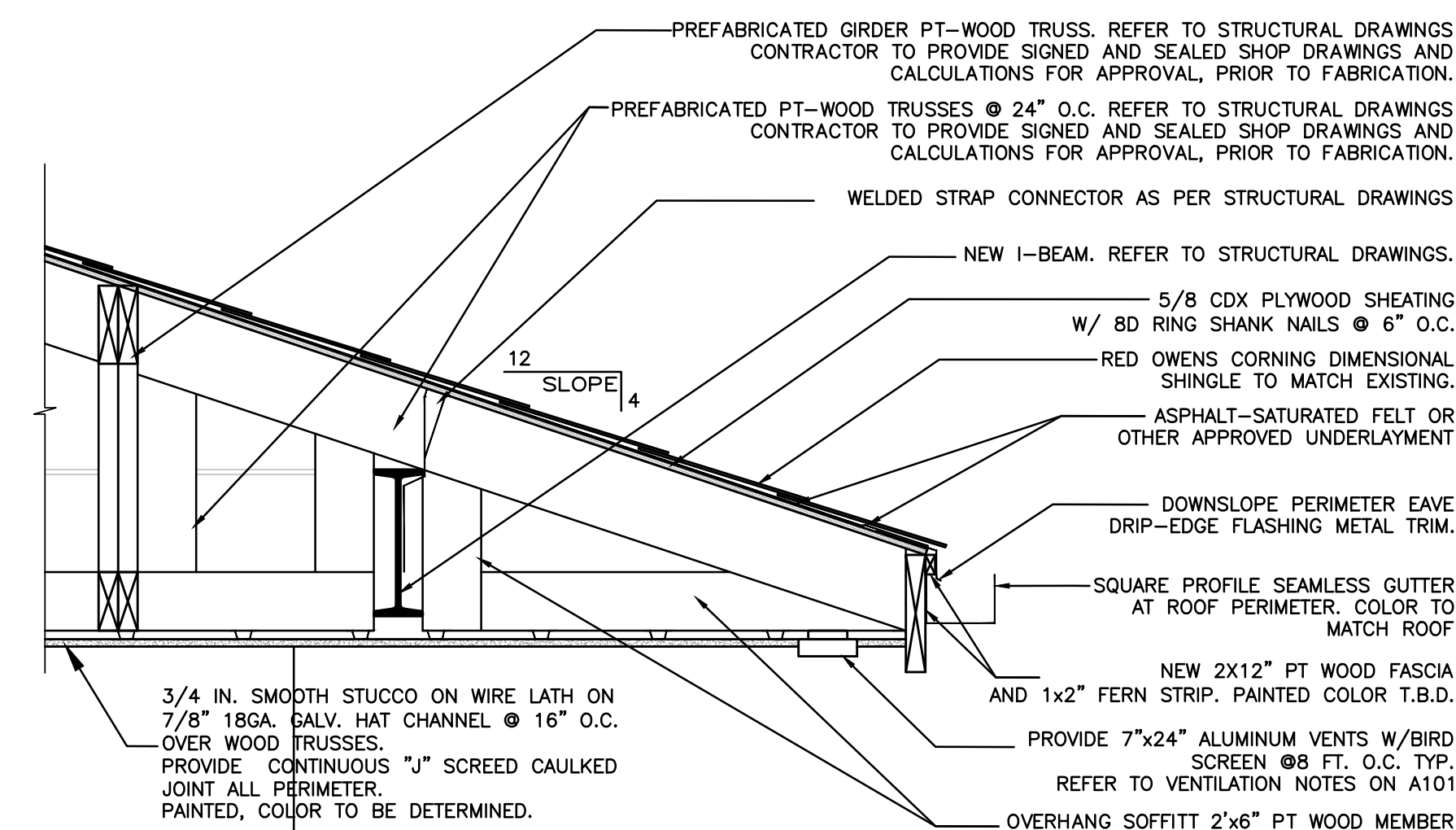


LOUVERS NOTES:

1. REFER TO PLANS AND ACTUAL SITE CONDITIONS FOR INSTALLATION.
2. VERIFY ALL M.O. DIMENSIONS ON FIELD BY GENERAL CONTRACTOR
3. FIELD VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. G.C. TO PROVIDE SPECIFIED WINDOWS & DOORS SHOP DRAWINGS

**SUBMITTAL NOTE:**

CONTRACTOR TO SUBMIT SHOP DRAWINGS (SUBMITTALS) & NOA'S FOR ALL SPECIFICATIONS NOTED ON CONSTRUCTION DOCUMENTS MINIMUM OF (3) COPIES W/SAMPLES



Architectural section drawing showing a building addition with a new roof and wall. The drawing includes the following labels and dimensions:

- EXISTING BUILDING CMU WALL
- EXISTING BUILDING
- EXISTING WOOD COLUMN
- EXISTING FLAT ROOF
- EXISTING WOOD COLUMN
- NEW CONCRETE COLUMN. -3/4 IN. SMOOTH STUCCO -PAINTED COLOR TO BE DETERMINED. REFER TO STRUCTURAL DRAWINGS.
- NEW SEAMLESS GUTTER AT EXISTING ROOF PERIMETER.
- NEW ALUMINUM LOUVER. REFER TO LOUVER SCHEDULE.
- NEW 6"x6" ALUMINUM BEAM. REFER TO STRUCTURAL DRAWINGS.
- PROVIDE 7"x24" ALUMINUM VENTS W/BIRD SCREEN @8 FT. O.C. TYP. REFER TO VENTILATION NOTES.
- NEW ALUMINUM SEAMLESS GUTTER AT ROOF PERIMETER.
- NEW 2X12" PT WOOD FASCIA AND 1X2" FERN STRIP
- NEW PT WOOD TRUSSES. REFER TO STRUCTURAL DRAWINGS.
- NEW RED OWENS CORNING DIMENSIONAL SHINGLE TO MATCH EXISTING. OVER 5/8 CDX PLYWOOD
- 3/4 IN. SMOOTH STUCCO ON WIRE LATH ON 7/8" 18GA. GALV. HAT CHANNEL @ 16" O.C. OVER WOOD TRUSSES. PROVIDE CONTINUOUS "J" SCREED CAULKED JOINT ALL PERIMETER. PAINTED, COLOR TO BE DETERMINED.
- NEW ALUMINUM SEAMLESS GUTTER & DOWNSPOUT AT EXISTING ROOF PERIMETER.
- 15'-0" CLEAR
- 15'-0" EXISTING V.I.F.
- 13'-0" EXISTING V.I.F.
- 6'-6"
- 9'-0"

12  
SLOPE  
4

3/4 IN. SMOOTH STUCCO ON WIRE LATH ON 7/8" 18GA. GALV. HAT CHANNEL @ 16" O.C. OVER WOOD TRUSSES. PROVIDE CONTINUOUS "J" SCREED CAULKED JOINT ALL PERIMETER. PAINTED, COLOR TO BE DETERMINED.

PREFABRICATED PT WOOD TRUSSES @ 24" O.C. REFER TO STRUCTURAL DRAWINGS. CONTRACTOR TO PROVIDE SIGNED AND SEALED SHOP DRAWINGS AND CALCULATIONS FOR APPROVAL, PRIOR TO FABRICATION.

WELDED STRAP CONNECTOR AS PER STRUCTURAL DRAWINGS

NEW I-BEAM. REFER TO STRUCTURAL DRAWINGS.

5/8 CDX PLYWOOD SHEATING W/ 8D RING SHANK NAILS @ 6" O.C.

RED OWENS CORNING DIMENSIONAL SHINGLE TO MATCH EXISTING.

ASPHALT-SATURATED FELT OR OTHER APPROVED UNDERLAYMENT

DOWNSLOPE PERIMETER EAVE DRIP-EDGE FLASHING METAL TRIM.

SQUARE PROFILE SEAMLESS GUTTER AT ROOF PERIMETER. COLOR TO MATCH ROOF.

NEW 2X12" PT WOOD FASCIA AND 1x2" FERN STRIP. PAINTED COLOR T.B.D.

PROVIDE 7"x24" ALUMINUM VENTS W/BIRD SCREEN @ 8" O.C. TYP. REFER TO VENTILATION NOTES ON A101

OVERHANG SOFFITT 2'x6" PT WOOD MEMBER

Architectural elevation drawing of a building facade showing a gabled roof and a large central window. The drawing includes detailed annotations for roof construction, wall finishing, and window details. Annotations specify materials like Owens Corning Dimensional Shingle, PT Wood Trusses, and I-Beam, as well as construction details like fascia, gutter, and aluminum vents. A section line D2-D1 is indicated on the roof.

**Annotations:**

- NEW RED OWENS CORNING DIMENSIONAL SHINGLE TO MATCH EXISTING. OVER 5/8 CDX PLYWOOD.
- NEW PT WOOD TRUSSES. REFER TO STRUCTURAL DRAWINGS.
- NEW I-BEAM. REFER TO STRUCTURAL DRAWINGS.
- NEW 2X12" PT WOOD FASCIA AND 1X2" FERN SRIP
- NEW SEAMLESS GUTTER AT ROOF PERIMETER.
- PATCH & PAINT EXISTING WALL AS REQUIRED TO MATCH EXISTING.
- PROVIDE 7"x24" ALUMINUM VENTS W/BIRD SCREEN @8 FT. O.C. TYP. REFER TO VENTILATION NOTES.
- 3/4 IN. SMOOTH STUCCO ON WIRE LATH ON 7/8" 18GA. GALV. HAT CHANNEL @ 16" O.C. OVER WOOD TRUSSES.
- PROVIDE CONTINUOUS "J" SCREED CAULKER JOINT ALL PERIMETER. PAINTED, COLOR TO BE DETERMINED.
- EXISTING BUILDING

**Dimensions:**

- 12 (Roof slope)
- 4 (Roof slope)
- 12 (Roof slope)
- 4 (Roof slope)
- 15'-6" clear (Window height)

EXISTING BUILDING

NEW SEAMLESS GUTTER AND DOWNSPOUT

NEW ALUMINUM BEAM.

NEW ALUMINUM LOUVER.

15'-6" clear

9'-0"

D2

L01

NEW PT WOOD TRUSSES. REFER TO STRUCTURAL DRAWINGS.

NEW 1-BEAM. REFER TO STRUCTURAL DRAWINGS.

NEW 2X12" PT WOOD FASCIA AND 1X2" FERN STRIP

NEW SEAMLESS GUTTER AT ROOF PERIMETER.

PROVIDE 7"x24" ALUMINUM VENTS W/BIRD SCREEN @8 FT. O.C. TYP. REFER TO VENTILATION NOTES.

3/4 IN. SMOOTH STUCCO ON WIRE LATH OVER 7/8" 18GA. GALV. HAT CHANNEL @ 16" O.C. OVER WOOD TRUSSES.

PROVIDE CONTINUOUS "J" SCREED CAULK JOINT ALL PERIMETER. PAINTED, COLOR TO BE DETERMINED.

NEW SEAMLESS GUTTER AND DOWNSPOUT

EXISTING BUILDING


NEW CONCRETE COLUMN.

-3/4 IN. SMOOTH STUCCO

-PAINTED COLOR TO BE DETERMINED.

SECTION 2

SECTION 3  
SCALE: 1/4"=1'-0"



(305) 251-7923  
FAX (305) 251-7924  
julio@jsagroup.net

**JSA GROUP INC.**

12229 S.W. 132ND COURT MIAMI, FLORIDA 33186  
JULIO SANCHEZ ARCHITECT\*INTERIOR DESIGNER  
AR-0015751/ID-0002171

**NEW CONSTRUCTION:**  
**PROPOSED ADDITION: NEW COVERED WALKWAY**

PEMBROKE PINES SENIOR CAMPUS  
501 NW 103rd AVENUE  
CITY OF PEMBROKE PINES, FLORIDA 33026

JOB # 24-007

DRAWN BY: FZ

AUGUST 2024

SEAL

JULIO SANCHEZ  
NO. 15751

NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED IN THIS BLOCK

## A200





REVISIONS

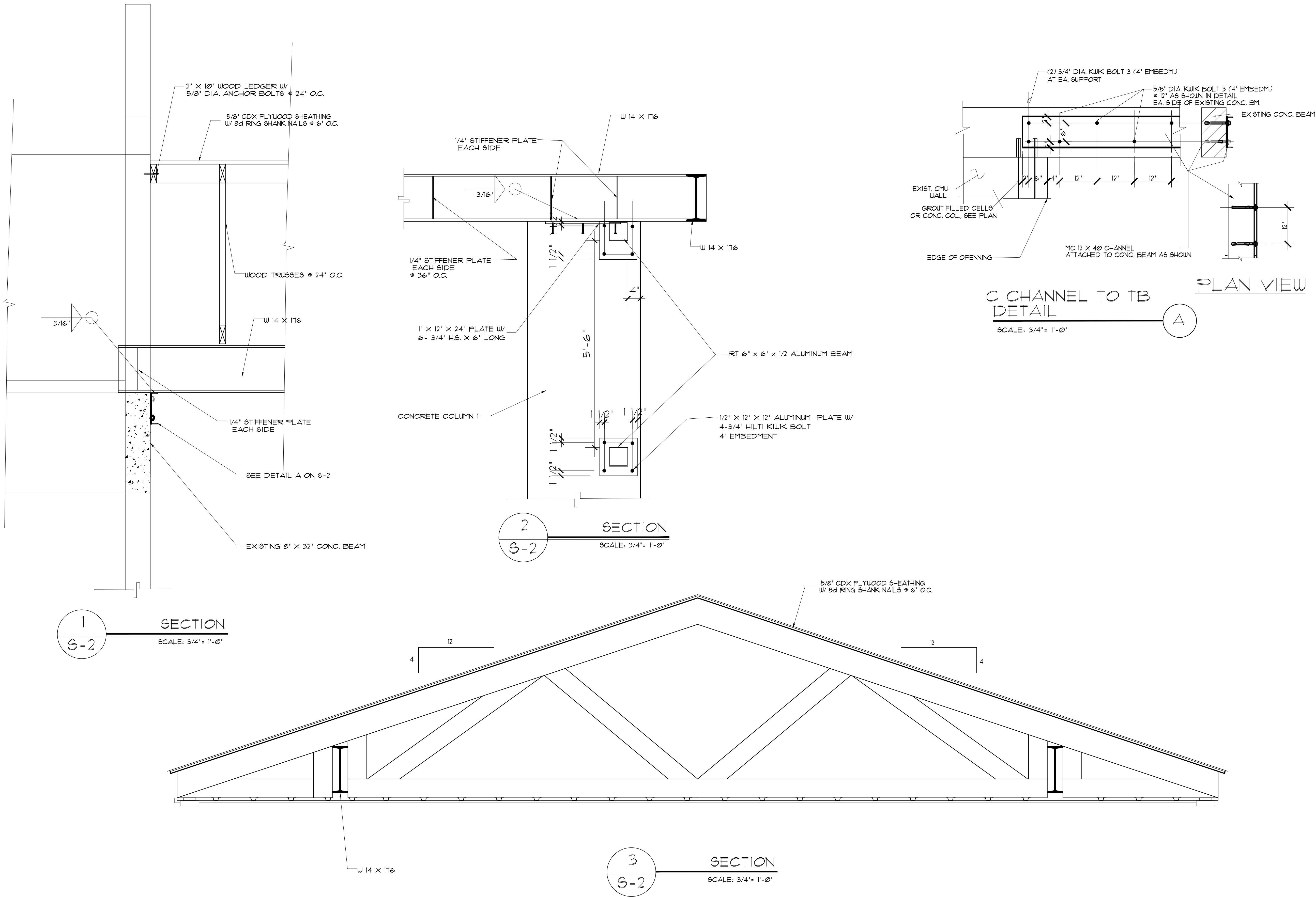
JSA

JSA GROUP INC.  
12229 S.W. 132ND COURT MIAMI, FLORIDA 33186  
JULIO SANCHEZ ARCHITECT\*INTERIOR DESIGNER  
AR-0015751 / ID-0002171

NEW CONSTRUCTION:  
PROPOSED ADDITION: NEW CANOPY  
PEMBROKE PINES SENIOR CAMPUS  
501 NW 103rd AVENUE  
CITY OF PEMBROKE PINES, FLORIDA 33026

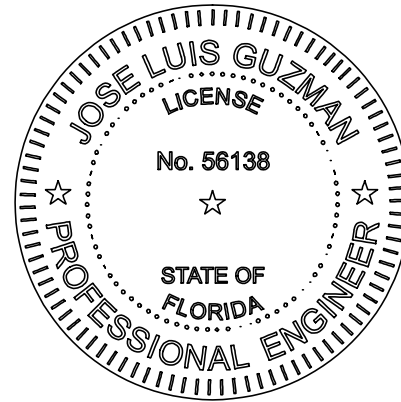
JOB # 24-007  
DRAWN BY: FZ  
JUNE 2024  
SEAL  
JULIO SANCHEZ  
NO. 15751  
NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED IN THIS BLOCK

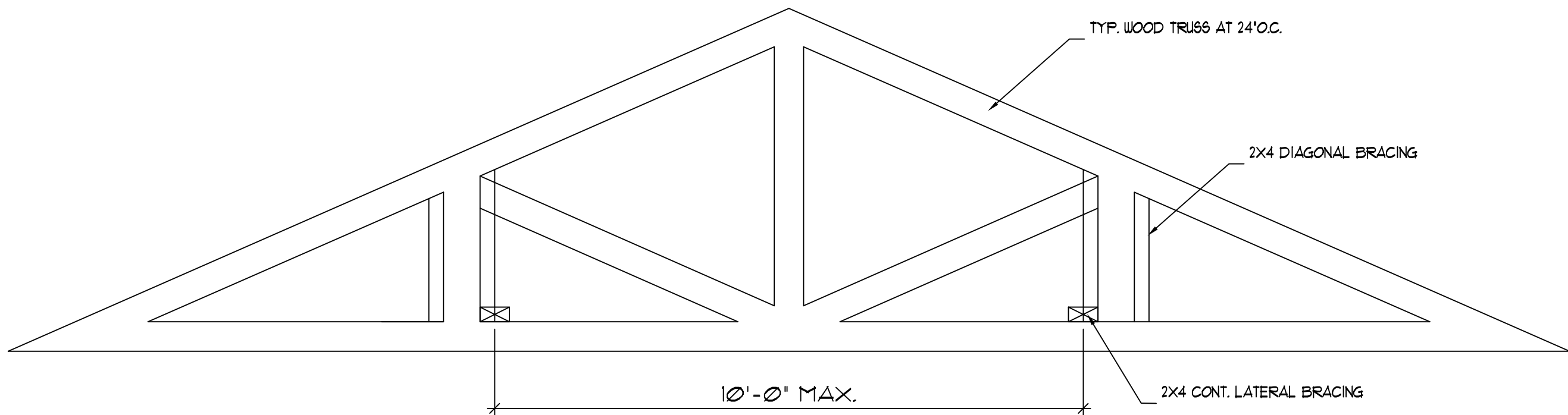
S-2



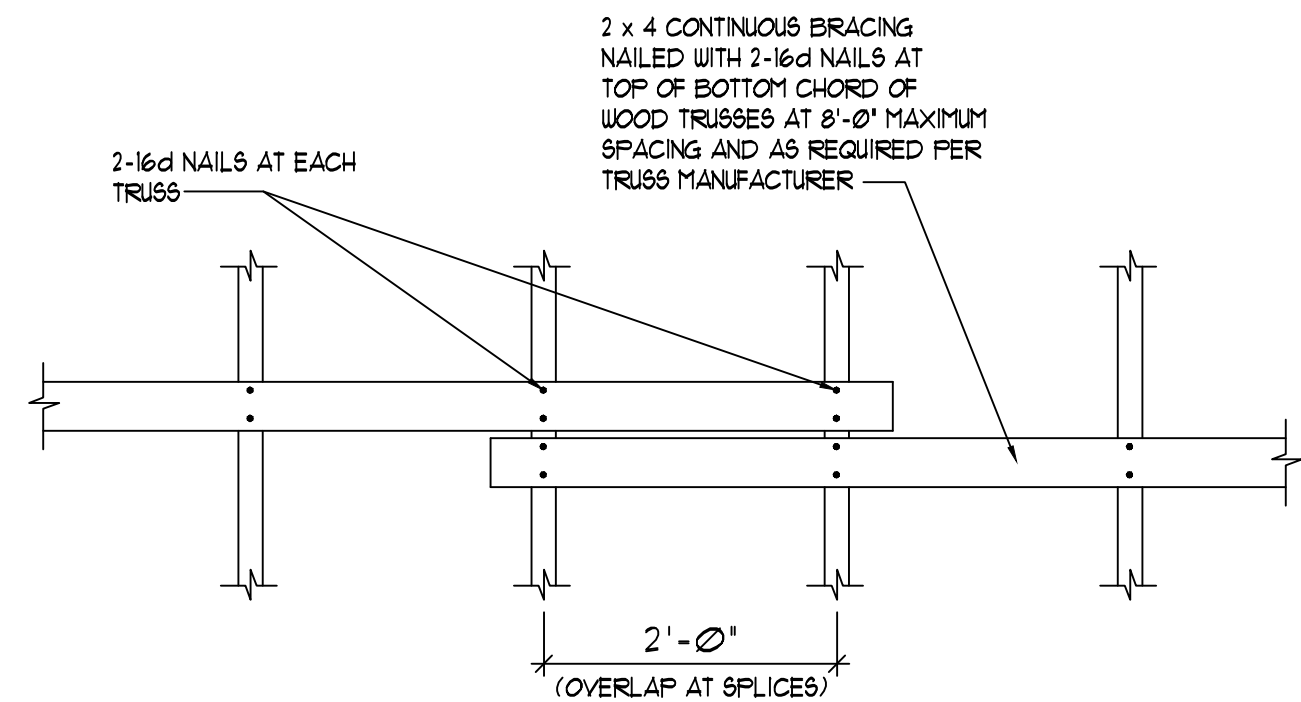
JOSE GUZMAN, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENCE No. 56138  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSE GUZMAN ON THE DATE INDICATED HERE  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE  
MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JOSE L. GUZMAN P.E.  
4869 SW 75TH AVENUE Phone: 786-338 1082  
MIAMI, FLORIDA 33155 FAX: 305-260 0364  
PE00056138 EMAIL: JGUGZMANALBA@AOL.COM



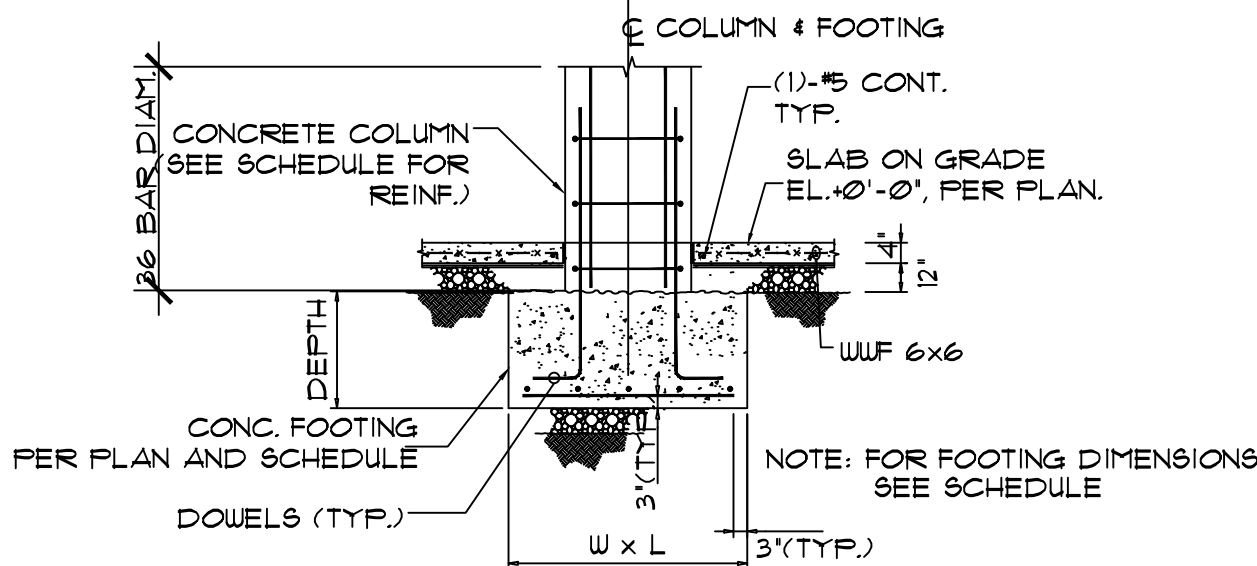


WOOD TRUSS PERMANENT BRACING DETAIL



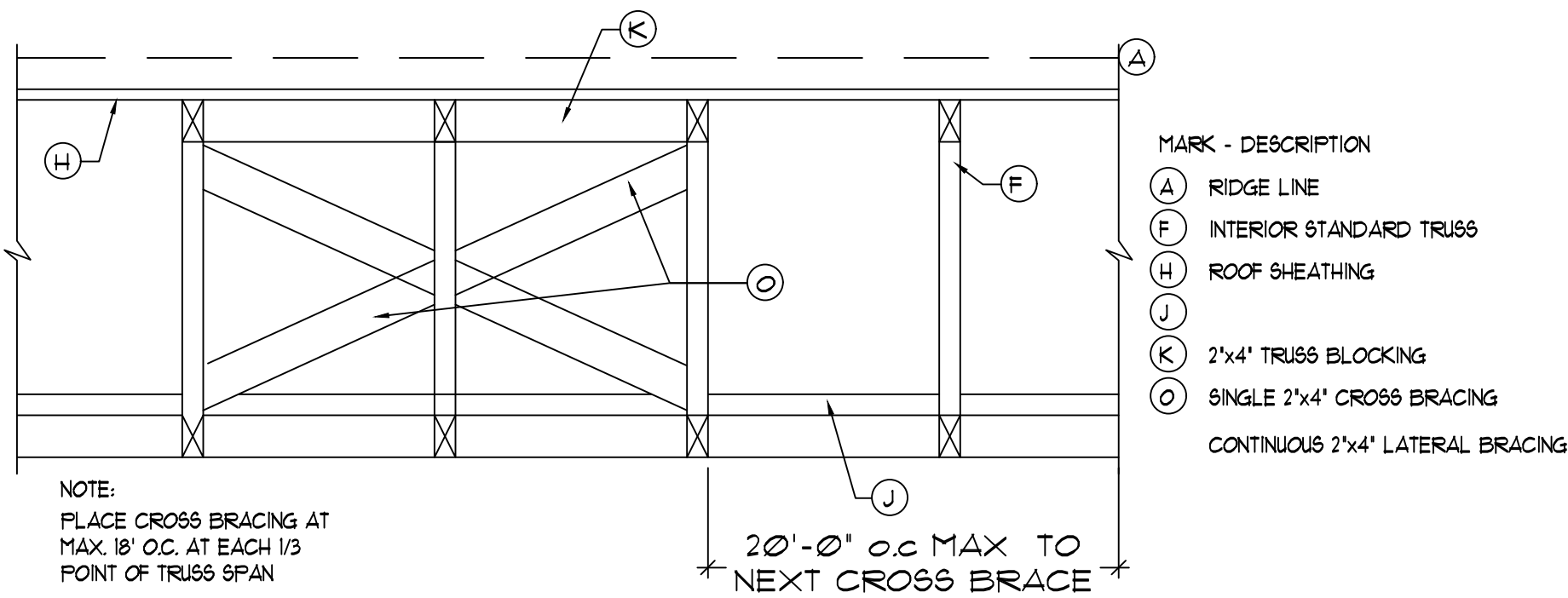
BRACING SPLICE DETAIL

SCALE: 3/4" = 1'-0"



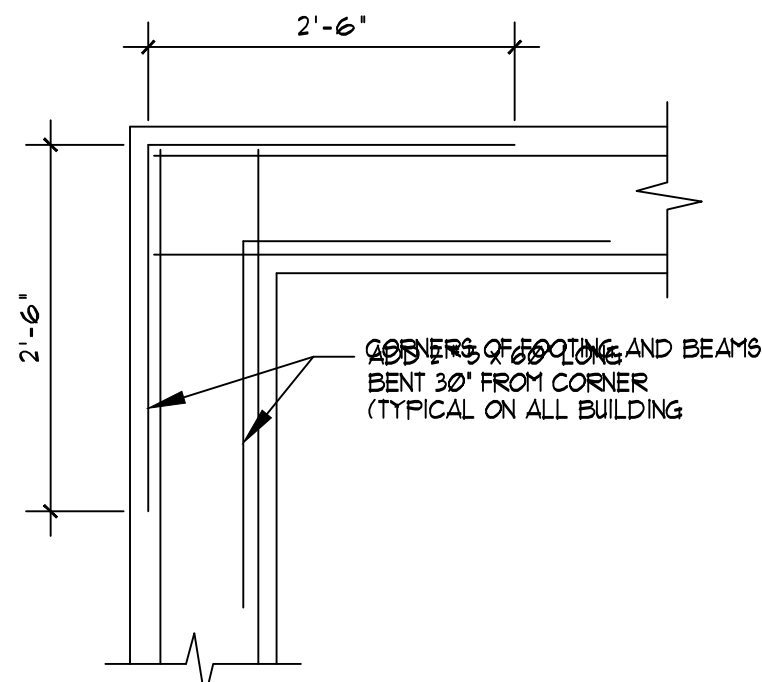
TYP. COLUMN FOOTING DETAIL

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



TRUSS BRACING DETAIL

SCALE: 3/4" = 1'-0"



CORNER FOOTING / BEAM BAR DETAIL

FOOTING SCHEDULE			
MARK	SIZE	REINF. EA. WAY BOTT.	REMARKS
F-5	5'-0" x 5'-0" x 12'	1 * 5	TOP & BOTT.

STRUCTURAL STEEL:

- ALL STRUCTURAL STEEL PLATES SHALL CONFORM TO A.S.T.M. A-36 HOT DIPPED GALVANIZED.
- PLATES SHALL BE TOUCHED AFTER WELDING HAS TAKEN PLACE.
- ALL STRUCTURAL STEEL WELDING SHALL BE PERFORM WITH AWS. D.11.
- ALL ANCHOR BOLTS SHALL CONFORM TO A.S.T.M. A-307.
- ALL BOLTS SHALL CONFORM TO A.S.T.M. A-325.
- ALL STRUCTURAL TUBING SHALL BE CONCRETE FILLED AND CONFORM TO A. S. T. M. A-500. PROVIDE 1/4" DIA. PRESSURE RELIEF HOLES IN EACH COLUMN, AT TOP, BOTTOM AND MID-POINT. (FY = 46 K. S. I.)
- PROVIDE ONE SHOP COAT OF RUST INHIBITING PAINT MIN. 3 ML. DRY FILM THICKNESS).
- FABRICATIONS AND ERECTIONS SHALL BE DONE IN ACCORDANCE WITH THE LATEST A.I.S.C. SPECIFICATIONS.

STRUCTURAL WOOD:

- ALL LUMBER FOR JOISTS, RAFTERS, BEAMS AND BEARING STUDS & EXTERIOR WALLS SHALL BE SOUTHRN PINE NO2 AND SHALL HAVE A MINIMUM EXTREME FIBER STRESS IN BENDING OF Fb = 1200 PSI. (E=1160000 PSI.)
- ALL LUMBER THAT IS USED AS STRUCTURAL MEMBERS OR SHEATHING SHALL BE PRESSURE TREATED AGAINST ATTACK BY TERMITES AND DAMPNESS
- ALL WOOD CONNECTORS AND ACCESSORIES SHALL BE GALVANIZED
- ALL LUMBER SHALL BE SOUTHERN PINE No. 2
- WOOD FOR TRELLIS SHALL BE NORTHERN CEDAR NO2 AND SHALL HAVE A MINIMUM EXTREME FIBER STRESS IN BENDING OF Fb = 550 PSI.

STRUCTURAL NOTES:

- COORDINATION:
- COORDINATE ALL DIMENSIONS, ELEVATIONS & OPENINGS WITH ARCHITECTURAL DRAWINGS. REPORT ANY DISCREPANCIES TO OUR OFFICE.
- CONCRETE:
- COMPRESSIVE STRENGTH AT 28 DAYS:
  - SLAB ON FILL: 3000 PSI
  - ALL OTHER POURED-IN-PLACE CONCRETE: 4000 PSI
  - GROUT: 3000 PSI
- TEST:
- A MIN. OF 5 CONCRETE SPECIMENS SHALL BE TAKEN FROM EACH 50 CU. YD. OR PORTION THEREOF SPECIMENS SHALL BE TESTED ACCORDING TO A.S.T.M. C-39, ONE AT 3, ONE AT 1, AND 3 AT 28 DAYS.
- COVER:
- CONCRETE DEPOSITED AGAINST THE GROUND: 3'
  - FORMED CONCRETE IN CONTACT WITH THE GROUND: 2'
  - BEAMS AND COLUMNS: 1-1/2"
  - INTERIOR SLABS: 3/4"
  - EXTERIOR SLABS: 1-1/2"
  - POST-TENSIONED SLABS: 1"

SLAB ON FILL: (PLACED ACCORDING TO ACI 302)

- JOINTS:
- ISOLATION JOINTS MUST BE USED AT JUNCTIONS WITH WALLS AND COLUMNS, USE 1/2" THICK PREMOLDED JOINTS FULL DEPTH OF SLAB.
  - CONTROL JOINTS PLACED AT CENTERLINE OF COLUMN LINES PROVIDE INTERMEDIATE JOINTS IF COLUMN SPACING IS GREATER THEN 30' IN SIDEWALKS PROVIDE TOOLED JOINTS SPACED AT INTERVALS EQUAL TO THE WIDTH OF THE SLAB.
  - 4' x 5' SLABS: 1' DEEP TOOLED
  - JOINTS MUST BE SAUED BEFORE 24 HOURS AFTER CONCRETING.
  - CONSTRUCTION JOINTS MUST BE PLACED IN THE SLAB WHERE BUILDING EXPANSION JOINTS ARE SHOWN AND WHERE CONTROL JOINTS ARE SHOWN.
  - WHEN CONCRETING AND OPERATING ARE CONCLUDED FOR THE DAY, CONSTRUCTION JOINTS SHALL BE FORMED WITH BURKE KEYED KOLD METAL JOINT FORM OR APPROVED EQUAL.
- VAPOR BARRIERS:
- WATERPROOF MEMBRANES (OVERLAPPED 6" AT JOINTS) WITH A PERMEANCE OF LESS THAN 0.3% PERMS IN ACCORDANCE WITH A.S.T.M. E-98 SHALL BE PROVIDED UNDER INTERIOR SLAB.
  - WHERE NO VAPOR BARRIER IS USED, THE SUBGRADE MUST BE DAMPENED WITH WATER IN ADVANCE OF CONCRETING NO FREE WATER STANDING ON THE SUBGRADE NOR ANY MUDDY OR SOFT SPOT IS PERMITTED.
- ANY STRUCTURAL MEMBER PENETRATING SLAB ON FILL IS TO BE 1/2" PRE-MOLDED JOINT FILLER COMPLYING WITH A.S.T.M. D-1152, TYPE I.
- FINISHING:
- NO PREMATIURE FINISHING SHALL BE ALLOWED, IMMEDIATE FOLLOWING FLOATING TROUELING WITH STEEL TROUELS SHOULD BE COMMENCED IF REQUIRED BROOMING SHALL BE AFTER THE STEEL TROUELING OPERATION.
  - SLAB FINISHES: (UNLESS OTHERWISE NOTED BY THE ARCHITECT)
  - BUILDING: STEEL TROUELED
  - OUTSIDE SLAB: BROOMED
- REINFORCING STEEL:
- REINFORCING BARS CONFORMING TO A.S.T.M. A-315 GRADE 60, INCLUDING COLUMN AND BEAM TIES.
  - WELDED FIRE FABRIC CONFORMING TO A.S.T.M. A-185 AND SUPPORTED ON SLAB BOLSTERS SPACED AT 3'-0" O.C.
  - FABRICATION AND DETAILING ACCORDING TO A.C.I.-315.
  - ALL ACCESSORIES TO HAVE UPTURNED LEGS AND BE PLASTIC DIPPED AFTER FABRICATION.

WELDING:

- ALL WELDING SHOULD BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH BY AWS. BY CERTIFIED WELDERS.
- CONTRACTORS TO USE E-70 SERIES LOW HYDROGEN ELECTRODES.

DESIGN CRITERIA:

SUPERIMPOSED LOADS		LIVE LOAD:	DEAD LOAD:
-ROOF:	20 PSF	25 PSF	
-FLOOR:	40 PSF	25 PSF	

WIND LOAD: V=110 MPH EXP. C, (F,z), KD=1

OWNER, ARCHITECT AND CONTRACTOR NOTE:

- CHECK FOR SHOP DRAWINGS AND INSPECTIONS OF REINFORCEMENT IN THE FIELD ARE REQUIRED IF THIS OFFICE IS TO BE HELD RESPONSIBLE FOR THE STRUCTURAL ADEQUACY OF THE CONSTRUCTED BUILDING.

SHORING, RE-SHORING, AND TEMPORARY BRACING:

- ALL SHORING, RE-SHORING AND TEMPORARY BRACING REQUIRED IN THIS PROJECT IS TO BE DESIGNED BY FLORIDA RESTRICTED ENGINEER WHO SPECIALIZES IN FORM WORK/TEMPORARY BRACING DESIGN, AND WHO HAS BEEN HIRED BY THE GENERAL CONTRACTOR. THE GENERAL CONTRACTOR IS THE ULTIMATE RESPONSIBLE PARTY FOR SHORING, RE-SHORING, AND TEMPORARY BRACING REQUIRED ON THIS PROJECT AND MUST SATISFY HIMSELF WITH THE ADEQUACY OF THE INSTALLATION OF THESE ITEMS AT ALL TIMES. IN THE SPECIFIC CASE OF POURED SLABS IT IS HIGHLY RECOMMENDED THAT FROM THE SHORING DESIGNER OR HIS AGENT PRIOR TO THE PLACEMENT OF CONCRETE THE GENERAL CONTRACTOR SECURE A CERTIFICATION OF THE INSTALLED SHORING.

SAFETY OSHA AND LABOR LAWS:

- THE STRUCTURAL ENGINEER OF RECORD DOES NOT POSSES, NOR PRESUMES TO POSSES ANY KNOWLEDGE OR EXPERTISE IN MATTERS TO JOB SITE EMPLOYEE SAFETY, OSHA OR LABOR LAE REQUIREMENTS FOR A CONSTRUCTION PROJECT. SAFETY AND COMPLIANCE WITH OSHA AND LABOR LAWS ARE THE ABSOLUTE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND THOSE CONSULTANTS HE HIRES TO ADDRESS THESE MATTERS. THE STRUCTURAL ENGINEER OF RECORD SPECIALIZES IN STRUCTURAL DESIGN ONLY, AND THE BOARD OF PROFESSIONAL REGULATION FORBIDS HIM FROM ASSUMING RESPONSIBILITY OUTSIDE HIS AREA OF EXPERTISE

APPLICABLE CODES:

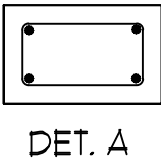
- ALTHOUGH THE ENGINEER OF RECORD HAS STRIVED TO MEET ALL APPLICABLE CODES AND LOCAL ORDINANCE REQUIREMENTS, THE CONTRACTOR IS STILL RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES AND ORDINANCES OF THE EVENT OF CONFLICT OR OVERSIGHT IN THE DRAWINGS, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER OF ANY CONFLICT OF DISCREPANCY ENCOUNTERED SO THAT APPROPRIATE REMEDIES MAY BE UNDERTAKEN.
- THE APPLICABLE CODES ARE: FLORIDA BUILDING CODE 2023 8th EDITION
- ACI, 318-19 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- THIS 402-16, THIS 602-16
- AISC 360-16
- ASCE1-22
- ND5 2018, SDPUS 2021.

SHOP DRAWING SUBMITTALS:

- SUBMIT ONE SEPIA AND ONE PRINT OF ALL SHOP DRAWINGS LISTED BELOW, IF SIGNED AND SEALED SHOP DRAWINGS ARE REQUIRED, THEN SUBMIT TWO ADDITIONAL SIGNED AND SEALED PRINTS FOR APPROVAL.
- SHOP DRAWINGS: REINFORCED STEEL, STRUCTURAL STEEL, CONCRETE MIX DESIGN.

TIMBER:

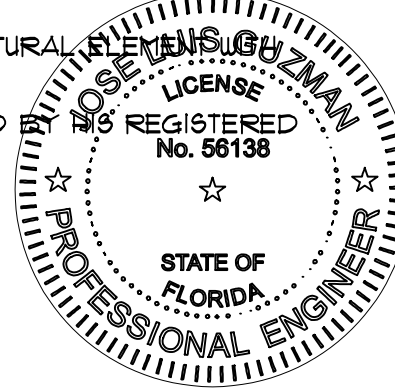
- ALL ROOF MEMBERS TO BE SECURED TO TIE BEAM OR OTHER STRUCTURAL MEMBERS WITH HURRICANE ANCHORS.
- TRUSS MANUFACTURER TO SUBMIT SHOP DRAWINGS SIGNED AND SEALED BY ENGINEER BEFORE SUBMITTING FOR APPROVAL.



CONCRETE COLUMN SCHEDULE				
MARK	SIZE	VERT. REINF.	TIES	REMARKS
1	12' x 36"	8 #5	#3 @ 8"	DET. A

JOSE GUZMAN, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENCE No. 56138  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSE GUZMAN ON THE DATE INDICATED HERE  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JOSE L. GUZMAN P.E.  
4869 SW 75TH AVENUE Phone: 786-338 1082  
MIAMI, FLORIDA 33155 FAX: 305-260 0364  
PE00056138 EMAIL: JGUZMANALBA@AOL.COM



JSA GROUP INC.  
12229 S.W. 132ND COURT MIAMI, FLORIDA 33186 (305) 251-7923  
JULIO SANCHEZ ARCHITECT\*INTERIOR DESIGNER FAX (305) 251-7924  
AR-0015751/ID-0002171 julio@jsagroup.net

NEW CONSTRUCTION:  
PROPOSED ADDITION: NEW CANOPY  
PEMBROKE PINES SENIOR CAMPUS  
501 NW 103rd AVENUE  
CITY OF PEMBROKE PINES, FLORIDA 33026

JOB # 24-007

DRAWN BY: FZ

JUNE 2024

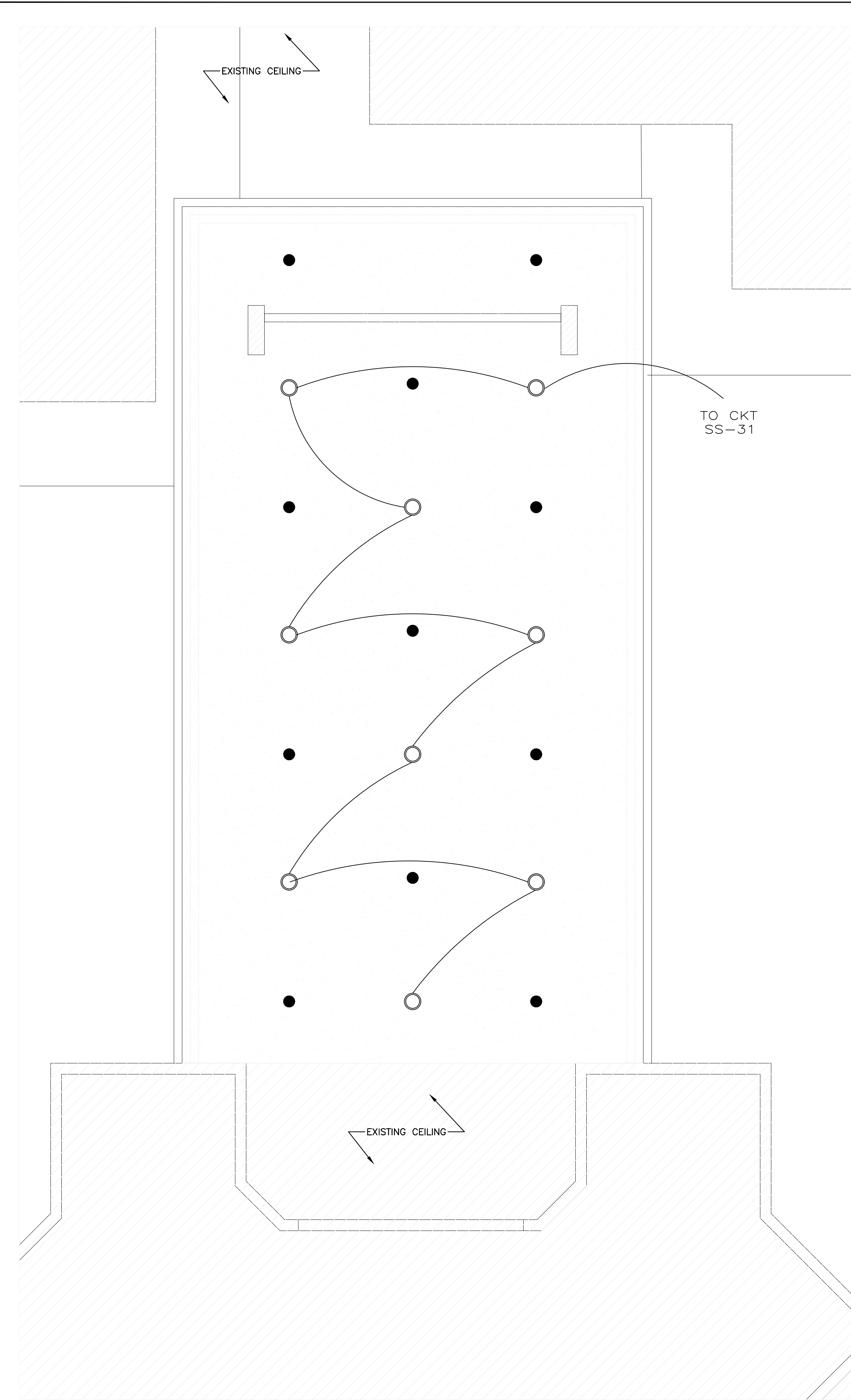
SEAL

JULIO SANCHEZ  
NO. 15751

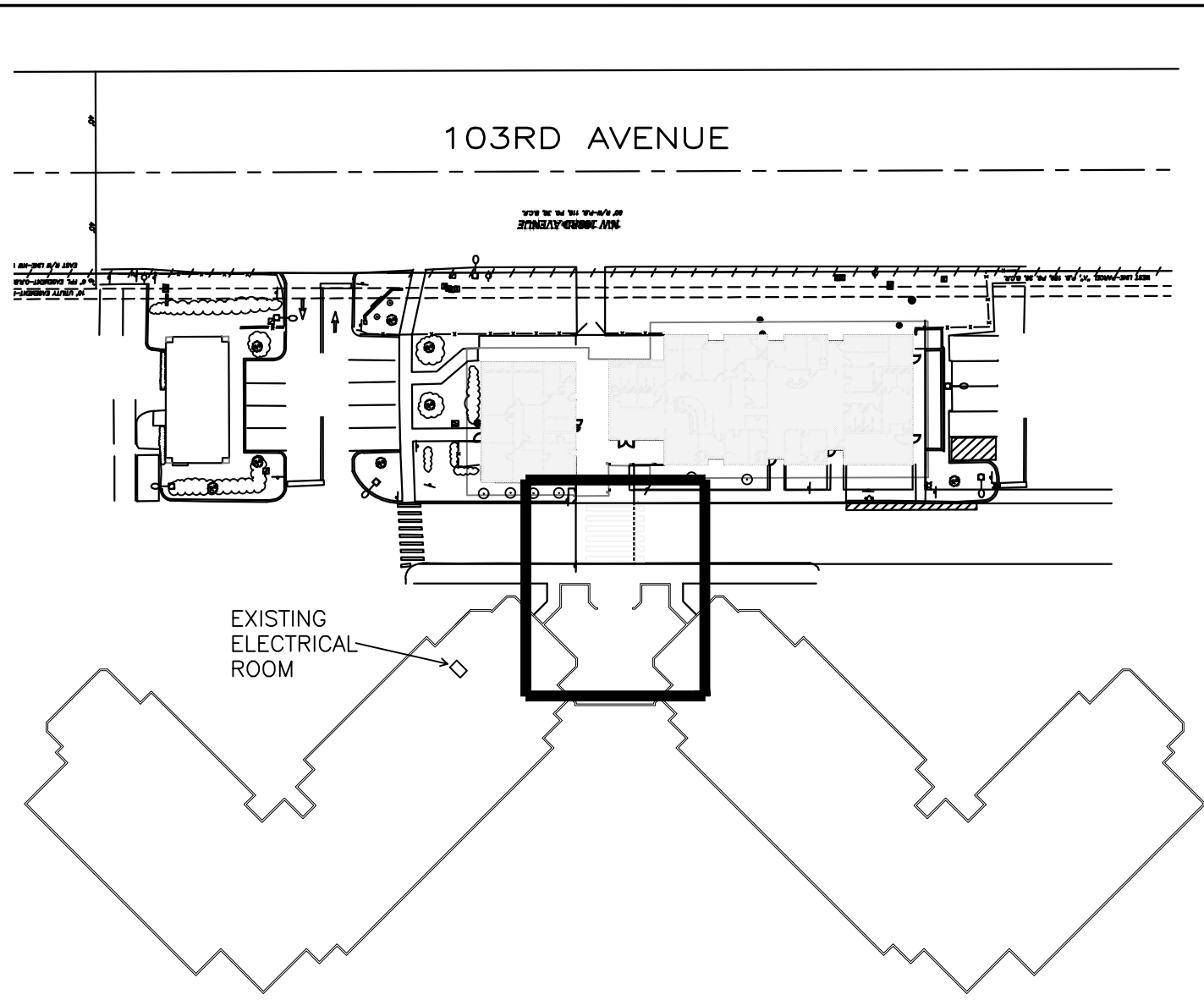
NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED IN THIS BLOCK

S-3





2 PARTIAL ELECTRICAL PLAN  
E-1 SCALE: 1/4"=1'-0"



1 KEY PLAN  
E-1 SCALE: NTS

ELECTRICAL NOTES

- 1- ALL WORK SHALL BE PERFORMED TO MEET THE REQUIREMENTS OF THE:
- N.F.P.A. 70 (2020 EDITION) NATIONAL ELECTRICAL CODE,
  - F.B.C. 2023,(EIGHTH EDITION)
  - N.F.P.A 72 (2019 EDITION) NATIONAL FIRE ALARM CODE,
  - N.F.P.A 101 (2021 EDITION) LIFE SAFE CODE,
  - LOCAL AND STATE CODES AND ANY OTHER APPLICABLE CODES AND STANDARDS..
- 2- THE ELECTRICAL DESIGN IS BASED UPON THE AVAILABLE INFORMATION AT DESIGN TIME AND THE CONTRACTOR SHALL REVIEW NAMEPLATE DATA AND MANUFACTURER SUPPLIED LITERATURE FOR ALL PIECES OF EQUIPMENT PRIOR TO ROUGH ELECTRICAL WIRING. THE CONTRACTOR SHALL CHECK ALL EQUIPMENT FOR PROPER VOLTAGE, PHASE AND AMP RATING PRIOR TO INSTALLATION. THE CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO ANY FIELD ADJUSTMENT.
- 3- PRIOR TO INSTALLATION OF ROUGH ELECTRICAL WIRING, CHECK NAMEPLATE DATA OF ALL EQUIPMENT FOR REQUIRED VOLTAGES, MINIMUM CIRCUIT AMPACITY, AND OVERCURRENT PROTECTION.
- 4- DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE DRAWINGS FOR EXACT LOCATION OF EQUIPMENT. THESE DRAWINGS ARE NOT INTENDED TO SHOW EVERY MINOR DETAIL. HOWEVER, THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS REQUIRED FOR A COMPLETE AND ACCEPTABLE WORKING INSTALLATION PER CODE.
- 5- ALL MATERIAL SHALL BEAR UL LABEL WHERE APPLICABLE. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT FOR A COMPLETE INSTALLATION. ALL MOUNTING HARDWARE AND WIRING HARDWARE SHALL BE FURNISHED BY THE CONTRACTOR.
- 6- CIRCUITS SHOWN ON THESE PLANS ARE SYMBOLICALLY SHOWN TO DETERMINE LOAD DATA AND EQUIPMENT SIZES. THE CONTRACTOR SHALL PHYSICALLY PROVIDE CIRCUITS AND ROUTING OF CONDUITS TO SUIT JOB CONDITIONS. THE LOADS SHALL BE BALANCED THROUGHOUT. THE CONTRACTOR SHALL ENSURE THAT NEUTRAL WIRES AND EQUIPMENT GROUND WIRES ARE INSTALLED WHERE EVER APPLICABLE.
- 7- ELECTRICAL CONTRACTOR SHALL COORDINATE WITH ARCHITECT/OWNER TO FIELD VERIFY INSTALLATION FOR OUTLETS, LIGHTING FIXTURES AND ELECTRICAL EQUIPMENT.
- 8- THIS DRAWING IS A GUIDE FOR THE INSTALLATION OF ELECTRICAL SERVICE. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE TO PROVIDE A FUNCTIONING SYSTEM.
- 9- BOXES, CONDUIT BODIES, AND FITTINGS INSTALLED IN WET LOCATIONS SHALL BE LISTED FOR USE IN WET LOCATIONS AS PER NEC 314.15(A)

LIGHTING NOTES

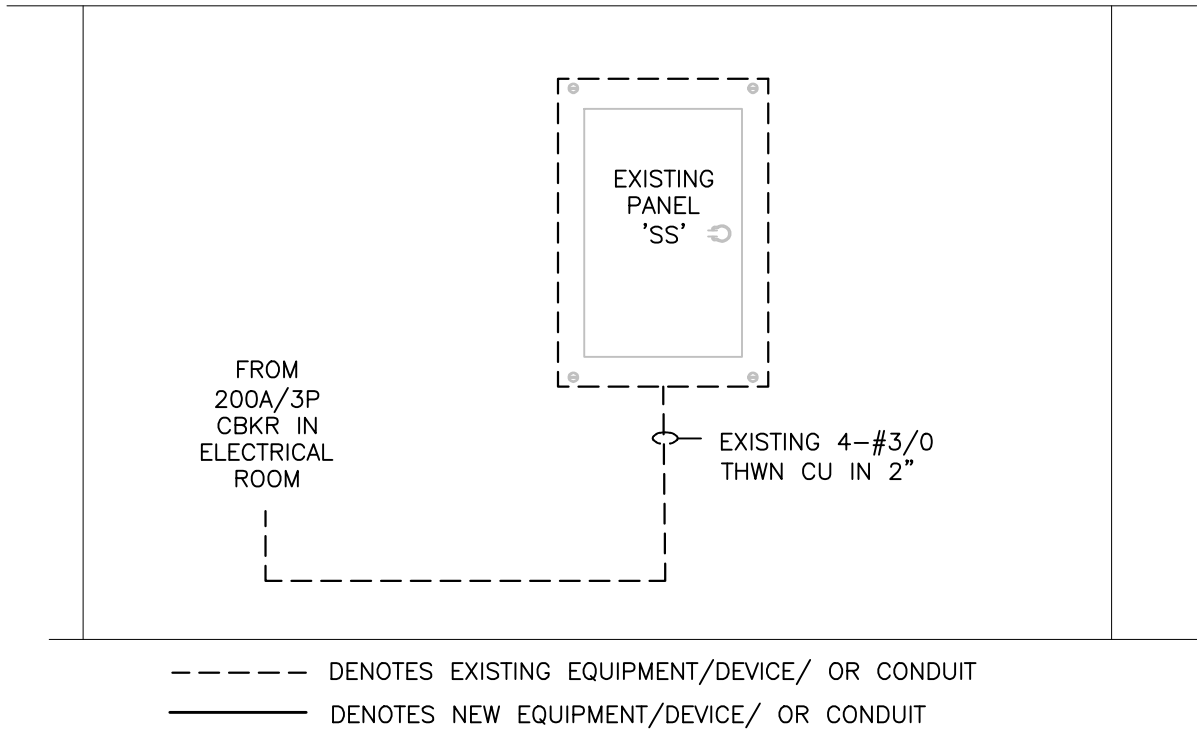
- 1- REFER TO ARCHITECTURAL CEILING PLAN FOR EXACT LOCATION OF ALL LIGHT FIXTURES.
- 2- REFER TO ARCHITECTURAL ELEVATIONS FOR FINAL MOUNTING HEIGHTS OF ALL WALL MOUNTED LIGHT FIXTURES. UNLESS NOTED OTHERWISE, ARCHITECTURAL ELEVATIONS SHALL DICTATE MOUNTING HEIGHTS OF ALL FIXTURES.
- 3- COORDINATE FINAL PLACEMENT OF LIGHT FIXTURES IN ALL MECHANICAL SPACES WITH THE FINAL INSTALLED LOCATIONS OF ALL MECHANICAL DUCTWORK AND PIPING.
- 4- CONTRACTOR TO VERIFY WITH OWNER ARCHITECT LIGHTING FIXTURE TYPE AND SPECIFICATIONS BEFORE INSTALLATION.
- 5- ADDITIONAL EXIT AND EMERGENCY LIGHTS MAY BE REQUIRED BY THE FIELD FIRE INSPECTOR AT THE TIME OF THE FIRE FINAL.
- 6- INTERNALLY ILLUMINATED EXIT SIGN SHALL NOT EXCEED 5 WATTS PER SIDE AS PER FBC EC 505.4
- 7- RECESSED LUMINAIRES INSTALLED IN THE BUILDING THERMAL ENVELOPE SHALL BE SEALED TO LIMIT AIR LEAKAGE BETWEEN CONDITIONED AND UNCONDITIONED SPACES. ALL RECESSED LUMINAIRES SHALL BE ic-RATED AND LABELED AS MEETING ASTM E 283 (AIR TIGHT) AS PER FBC EC 502.3.8
- 8- EGRESS ILLUMINATION SHALL BE AT LEAST 1 FOOTCANDLE MEASURED AT THE FLOOR. F.B.C. EC 1006.
- 9- CONTRACTOR TO VERIFY FLUORESCENT LUMINAIRES W/DOUBLE ENDED LAMPS TO BE PROVIDED W/INTERNAL DISCONNECTING MEANS TO DISCONNECT SIMULTANEOUSLY AL CONDUCTORS OF THE BALLAST, INCLUDING THE GROUNDING CONDUCTOR AS PER NEC 410.130 (G)
- 10- LUMINAIRES SHALL NO BE USED AS RACEWAY FOR CIRCUIT CONDUCTOR (NEC 410.64) UNLESS THEY COMPLY WITH 410.64(A), (B) OR (C)
- 11- LUMINAIRES SHALL BE OF SUCH CONSTRUCTION OR INSTALLED SO THAT THE CONDUCTORS IN OUTLET BOXES SHALL NOT BE SUBJECTED TO TEMPERATURES GREATER THAN THAT FOR WHICH THE CONDUCTORS ARE RATED. BRANCH-CIRCUIT WIRING, OTHER THAN 2-WIRE OR MULTIWIRE BRANCH CIRCUITS SUPPLYING POWER TO LUMINAIRES CONNECTED TOGETHER, SHALL NOT BE PASSED THROUGH AN OUTLET BOX THAT IS AN INTEGRAL PART OF A LUMINAIRE UNLESS THE LUMINAIRE IS IDENTIFIED FOR THROUGH-WIRING. NEC 410.21.
- 12- ALL EXTERIOR LIGHTS SHALL BE WP/WET LOCATION UL LISTED.
- 13- COMMERCIAL LIGHTING SHALL BE COMPLY WITH FBC 2014 CE 405 (ENERGY CODE)
- 14- EXTERIOR LIGHTS WILL BE CONTROLLED BY COMBINATION OF PHOTO-SENSOR AND TIMER OR ASTRONOMICAL TIMER. FBC EC 405.2.4

3 ELECTRICAL - GENERAL NOTES AND LEGEND  
E-1 SCALE: NTS

- ELECTRICAL LEGEND
- ELECTRICAL PANEL
  - CEILING MOUNTED #8" RECESSED LIGHTING FIXTURE

ELECTRICAL PANEL SCHEDULE "SS"															
Type: Panel Board Mounting: Surface Enclosure: Nema 1												Mains: M.L.O. Bus Rating: 225 Amps Voltage: 120/208V 4 WIRE Feed from: Switchboard MDPS thru 200A/3p Cbkr			
Description	Cond Size	Wire(AWG)	Load (VA)	Po le	Trip	Ckt No	A	B	C	Ckt No	Po le	Load (VA)	Wire(AWG)	Cond Size	Description
SPACE						1	X			2					SPACE
SPACE						3		X		4					SPACE
SPACE						5			X	6					SPACE
SPACE						7	X			8					SPACE
SPACE						9		X		10					SPACE
SPACE						11			X	12					SPACE
EXIST. SITE LTS		EXISTING	2,000	2	20	13	X			14	30	2	2,000	EXISTING	EXIST. SITE LTS
EXIST. SITE LTS		EXISTING	2,500	2	20	17		X		18		2	2,000	EXISTING	EXIST. SITE LTS
EXIST. SITE LTS		EXISTING	2,500	2	30	19	X			20	2	1,000	EXISTING		EXIST. J.BOX (SPARE)
EXIST. SITE LTS		EXISTING	2,500	2	30	21		X		22	20	1	1,000	EXISTING	EXIST. J.BOX (SPARE)
EXIST. GEN. HEATER		EXISTING	2,500	2	20	23	X			24	20	1	1,000	EXISTING	EXIST. J.BOX (SPARE)
EXIST. GEN. HEATER		EXISTING	2,500	2	20	25		X		26	20	1	1,000	EXISTING	EXIST. J.BOX (SPARE)
EXIST. LOAD		EXISTING	1,000	1	20	27			X	28	20	1	1,000	EXISTING	EXIST. J.BOX (SPARE)
EXIST. LOAD		EXISTING	1,000	1	20	29	X			30	20	1	1,000	EXISTING	EXIST. GEN. BATT. CHARGER
NEW CANOPY LTS	1/2"	#12 THWN CU	1,200	2	20	31	X			32					SPACE
SPACE						33		X		34					SPACE
SPACE						35			X	36					SPACE
SPACE						37	X			38					SPACE
SPACE						39		X		40					SPACE
SPACE						41			X	42	20	1	600	EXISTING	EXIST. SITE LTS CONTROL
11,700												9,600			
LOAD CALCULATION Total connected load = 21,300 VA Continuous load at 125%= 12,200 VA Other connected load = 9,100 VA Total demanded load= 21,300 VA Total amps per phase 59 AMPS															
(*) EXTERIOR LIGHTS WILL BE CONTROLLED BY COMBINATION OF PHOTO-SENSOR AND TIMER OR ASTRONOMICAL TIMER. FBC EC 405.2.4															

4 PANEL SCHEDULE  
E-1 SCALE: NTS



5 PARTIAL ELECTRICAL RISER  
E-1 SCALE: NTS

ANTONIO RODRIGUEZ PROFESSIONAL ENGINEER, STATE OF FLORIDA, LICENSE NO. 70746  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ANTONIO RODRIGUEZ, PE, ON THE DATE INDICATED HERE. USING A SHA AUTHENTICATION CODE.  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REVISIONS




JSA GROUP INC.  
12229 S.W. 132ND COURT MIAMI, FLORIDA 33186  
JULIO SANCHEZ ARCHITECT\*INTERIOR DESIGNER  
AR-0015751/ID-0002171  
(305) 251-7923  
FAX (305) 251-7924  
julio@jsagroup.net

NEW CONSTRUCTION:  
PROPOSED ADDITION: NEW COVERED WALKWAY  
PEMBROKE PINES SENIOR CAMPUS  
501 NW 103rd AVENUE  
CITY OF PEMBROKE PINES, FLORIDA 33026

JOB # 24-007  
MEP TL 24-59

DRAWN BY: FZ

JUNE 2024

E-1

SEAL

ANTONIO RODRIGUEZ  
PE# 70746



System No. W-L-1054

F Ratings - 1 and 2 Hr (See Items 1 and 3)

T Rating - 0 Hr

L Rating At Ambient - Less Than 1 CFM/Sq Ft

L Rating At 400 F - 4 CFM/Sq Ft

SECTION A-A

1. **Wall Assembly** --- The 1 or 2 hr fire-rated gypsum wallboard/stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300 or U400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:

A. **Wall Framing** --- Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. lumber spaced 16 in. OC. Steel studs to be min 2-1/2 in. wide and spaced max 24 in. OC. When steel studs are used and the diam of opening exceeds the width of stud cavity, the opening shall be framed on all sides using lengths of steel stud installed between the vertical studs and screw-attached to the steel studs at each end. The framed opening in the wall shall be 4 to 6 in. wider and 4 to 6 in. higher than the diam of the penetrating item such that, when the penetrating item is installed in the opening, a 2 to 3 in. clearance is present between the penetrating item and the framing on all four sides.

B. **Gypsum Board** --- 5/8 in. thick, 4 ft wide with square or tapered edges. The gypsum board type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual U300 or U400 Series Design in the UL Fire Resistance Directory. Max diam of opening is 32-1/4 in. for steel stud walls. Max diam of opening is 14-1/2 in. for wood stud walls.

The F Rating of the firestop system is equal to the fire rating of the wall assembly.

2. **Through-Penetrants** --- One metallic pipe, conduit or tubing to be installed either concentrically or eccentrically within the firestop system. The annular space shall be min 0 in. to max 2-1/4 in. Pipe may be installed with continuous joint contact. Pipe, conduit or tubing may be installed at an angle not greater than 45 degrees from perpendicular. Pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:

A. **Steel Pipe** --- Nom 30 in. diam (or smaller) Schedule 10 (or heavier) steel pipe.

B. **Iron Pipe** --- Nom 30 in. diam (or smaller) cast or ductile iron pipe.

C. **Conduit** --- Nom 4 in. diam (or smaller) steel electrical metallic tubing or 6 in. diam steel conduit.

D. **Copper Tubing** --- Nom 6 in. diam (or smaller) Type L (or heavier) copper tubing.

E. **Copper Pipe** --- Nom 6 in. diam (or smaller) regular (or heavier) copper pipe.

3. **Fill and Sealing Materials** --- Min 5/8 in. thickness of fill material applied within the annulus, flush with both surfaces of wall. At the point or continuous contact locations between pipe and wall, a min 1/2 in. diam bead of fill material shall be applied at the pipe wall interface on both surfaces of wall.

HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC. --- FS-ONE Sealant

\*Bearing the UL Classification Mark

Reproduced by HILTI, Inc. Courtesy of Underwriters Laboratories, Inc. October 4, 2002

METALLIC PIPING CROSSING  
GYPSUM BOARD WALL ASSEMBLY

CONNECT TO EXISTING SPRINKLERS WATER PIPE.  
VERIFY EXACT LOCATION AND CAPACITY IN FIELD  
PRIOR TO COMMENCEMENT OF WORK.

System No. W-J-1068

F Rating -- 4 Hr

T Rating -- 0 Hr

SECTION A-A

1. **Wall Assembly** --- Min 1-1/2 in. thick reinforced lightweight or normal weight (100-150 pcf) concrete. Wall may also be constructed of any UL Classified Concrete Blocks\*. Max diam of opening is 8 in. See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufacturers.

2. **Steel Sleeve** --- Nom 8 in. diam (or smaller) Schedule 40 (or heavier) steel pipe sleeve friction fit in nom 8 in. diam circular opening core drilled through wall. Length of steel sleeve to be equal to thickness of wall.

3. **Through-Penetrant** --- One metallic pipe or tubing installed either concentrically or eccentrically within the firestop system. The annular space between pipe or tubing and the steel sleeve shall be min of 1/2 in. to max 1-1/4 in. Pipe or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes or tubing may be used:

A. **Steel Pipe** --- Nom 6 in. diam (or smaller) Schedule 10 (or heavier) steel pipe.

B. **Steel Conduit** --- Nom 4 in. diam (or smaller) steel electrical metallic tubing.

C. **Copper Tubing** --- Nom 6 in. diam (or smaller) Type L (or heavier) copper tubing.

D. **Copper Pipe** --- Nom 6 in. diam (or smaller) Regular (or heavier) copper pipe.

4. **Fill, Void or Cavity Material** --- Sealant --- Min 1-1/2 in. thickness of fill material applied within the annulus, flush with both surfaces of the wall.

HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC. --- FS-ONE Sealant

\*Bearing the UL Classification Mark

Reproduced by HILTI, Inc. Courtesy of Underwriters Laboratories, Inc. October 13, 1999

ADJUSTIBLE CLEVIS HANGER

ADJUSTIBLE SWIVEL RING HANGER

SELF-DRILLING CONCRETE WEDGE ANCHOR

TOP BEAM CLAMP

SIDE BEAM ATTACHMENT OR SIDE BEAM ADJUSTABLE HANGER

CENTER I-BEAM CLAMP

PIPE SIZE DIAMETER (INCHES)	A (INCHES)	B (INCHES)
1"	3/8"	1/8"
1-1/4"	3/8"	1/8"
1-1/2"	3/8"	1/8"
2"	3/8"	1/4"
2-1/2"	3/8"	1/4"
3"	3/8"	1/4"
4"	3/8"	1/4"
6"	1/2"	1/4"
8"	1/2"	1/4"
10"	5/8"	1/4"
12"	5/8"	1/4"

NOTE

HANGER ROD DIAMETER IS THE MINIMUM SIZE PER NFPA. HANGER ROD DIAMETER SHALL BE THE DIAMETER APPROVED FOR USE WITH THE HANGER ASSEMBLY.

TYPICAL FIRE SPRINKLER HANGER ROD DETAIL

MAXIMUM DISTANCE BETWEEN HANGERS												
NOMINAL PIPE SIZE (in.)	3/4"	1"	1 1/4"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	5"	6"	8"
STEEL PIPE, EXCEPT TREATED LIGHTWALL	N/A	12-0	12-0	15-0	15-0	15-0	15-0	15-0	15-0	15-0	15-0	15-0
THREADED LIGHTWALL STEEL PIPE	N/A	12-0	12-0	12-0	12-0	12-0	12-0	N/A	N/A	N/A	N/A	N/A
COPPER TUBE	8-0	8-0	10-0	10-0	12-0	12-0	12-0	15-0	15-0	15-0	15-0	15-0
CPVC	5-6	6-0	6-6	7-0	8-0	9-0	10-0	N/A	N/A	N/A	N/A	N/A
POLYBUTYLENE (IPS)	N/A	3-9	4-7	5-0	5-11	N/A	N/A	N/A	N/A	N/A	N/A	N/A
POLYBUTYLENE (CTS)	2-11	3-4	3-11	4-5	5-5	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DUCTILE IRON PIPE	N/A	N/A	N/A	N/A	N/A	N/A	15-0	N/A	15-0	N/A	15-0	15-0

1  
FP-1

FIRE PROTECTION - GENERAL NOTES, LEGEND & SCHEDULE

SCALE: N. T. S.

FIRE PROTECTION SPECIFIC NOTES:

- THE SPACE IS FULLY SPRINKLERED, THE DRAWING SHOWN THE LOCATION OF THE NEW SPRINKLER HEADS.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO OBTAIN APPROVAL OF SPRINKLER SHOP DRAWINGS FROM BUILDING'S INSURANCE CARRIER, THE FIRE MARSHALL, AND ALL LOCAL AUTHORITIES HAVING JURISDICTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY SUFFICIENT WATER FLOW AND PRESSURE AVAILABLE TO THE SYSTEM.
- SPRINKLER HEADS SHALL BE AUTOMATIC, CAST BRASS WITH GLASS BULB TYPE, ORDINARY TEMPERATURE RATING UNLESS NOTED OTHERWISE, CONFIGURATION AS NOTED ON DRAWINGS. FACTORY COATING OR FINISH SHALL BE AS NOTED ON SPRINKLER HEAD SCHEDULE. INSTALLATION SHALL BE IN ACCORDANCE WITH N.F.P.A. 13 AND WITH MANUFACTURER'S INSTRUCTIONS. REFER TO SPRINKLER HEAD SCHEDULE THIS SHEET. SPRINKLER HEADS SHALL BE A MINIMUM OF 18" ABOVE ANY FLOOR OBSTRUCTION, SHELVES OR CABINETS.
- DESIGN CRITERIA SHALL BE BASED ON N.F.P.A. 13, LIGHT HAZARD, 0.10 GPM PER SQ. FT., MINIMUM 1500 SQ. FT. REMOTE AREA, MAXIMUM HEAD SPACING 15 FEET, DESIGN COVERAGE PER HEAD 225 SF. MAXIMUM.
- MAKE ALL OFFSETS REQUIRED AS PER JOB CONDITIONS.
- CONTRACTOR SHALL COORDINATE WITH STRUCTURE, OTHER TRADES AND VERIFY EXISTING PIPES LOCATION BEFORE INSTALLING SPRINKLER SYSTEM.
- CONTRACTOR SHALL PROVIDE AND TURN OVER TO THE OWNER AT LEAST (6) SPARE SPRINKLERS OF SAME TYPE AND TEMPERATURE RATINGS BEING INSTALLED.
- INSTALL PIPING TIGHT TO STRUCTURE WHEREVER POSSIBLE.
- SPRINKLER SYSTEM SHALL BE INSTALLED BY A STATE CERTIFIED FIRE SPRINKLER CONTRACTOR.
- PIPING ABOVE GROUND FOR PIPING 2" AND SMALLER SHALL BE STEEL PIPE LIGHTWALL WELDING OR ROLL-GROOVED, SCHEDULE 40 TREATABLE STEEL PIPE.
- FOR PIPING 2 1/2" AND LARGER SCHEDULE 40 BLACK STEEL PIPE, SCHEDULE 10 WELDING OR ROLL-GROOVED STEEL PIPE, SCHEDULE 40 THREADED STEEL PIPE. ASTM A 53
- FITTINGS FOR PIPING 2" AND SMALLER SHALL BE MALLEABLE IRON, 150 PSI BANDED, THREADED, BLACK. ANSI B 16.3.
- FOR PIPING 2 1/2" AND LARGER SHALL BE MECHANICAL COUPLING SYSTEM. ALL FITTINGS SHALL BE FROM SAME MANUFACTURER.
- SPRINKLER HEADS SHALL BE A MAXIMUM OF 18" FROM ANY FLOOR OBSTRUCTION, SHELVES, OR CABINETS.
- SPRINKLERS NEXT TO COLUMNS SHALL BE 3 TIMES WIDTH OF COLUMN AWAY.
- PROVIDE AUXILIARY DRAIN CONNECTION FOR ALL TRAPPED PIPING SECTIONS IN ACCORDANCE WITH N.F.P.A. 13. PROVIDE FLUSHING CONNECTIONS AS REQUIRED. REMOVABLE FITTINGS SHALL BE PROVIDED AT END OF CROSSMAINS.
- CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTIONS AND TESTS.

FIRE PROTECTION LEGEND	
SYMBOL	DESCRIPTION
	FIRE SPRINKLER HEAD (PENDENT W/CLG.)
	EXISTING SPRINKLER HEAD.
	FIRE SPRINKLER UPRIGHT HEAD
	SIDEWALL SPRINKLER
	ELBOW DOWN
	TEE DOWN
	TEE UP
	O.S. & Y. OR CONTROL VALVE WITH TAMPER SWITCH
	CHECK VALVE
	FLOW SWITCH
	FIRE LINE
	EXISTING LINE
	UNDERGROUND
	ABOVE
	CEILING
	DOWN

FIRE SPRINKLER HEAD SCHEDULE							
SYM.	TYPE	MODEL	ORIFICE SIZE	TEMP RATING	K FACTOR	MANUFACTURER	MAXIMUM SPACING
⊗	RECESSED PENDENT SPRINKLER HEADS GLASS BULB	TY-323	1/2"	155° F	5.6	TYCO SERIE TY-FRB QUICK RESPONSE, STANDARD COVERAGE	15'x15'

RECESSED HEAD DETAIL

FIRE SPRINKLER HEADS DETAILS

N.T.S.

FIRE PROTECTION GENERAL NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2023, N.F.P.A. 13, 14, 24, 25, 101 AND IN ACCORDANCE WITH ALL LOCAL CODES AND ORDINANCES.
- ALL PIPING SHALL BE SUPPORTED BY MEANS OF HANGERS TESTED AND LISTED AS APPROVED BY U.L. AND/OR FM. SIZING, SPACING, AND INSTALLATION SHALL BE IN ACCORDANCE WITH NATIONAL FIRE PROTECTION ASSOCIATION 13 "INSTALLATION OF SPRINKLER SYSTEMS" AND ALL LOCAL CODES AND ORDINANCES, EXCEPT AS OTHERWISE SHOWN ON DRAWINGS OR SPECIFIED HEREIN.
- FIRE PROTECTION ROUTING AS SHOWN IS DIAGRAMMATIC. NOT EVERY ELBOW, BEND OR OFFSET IS SHOWN. NOT EVERY PIPE SIZE IS SHOWN. CONTRACTOR SHALL INCLUDE IN HIS/HER BID ANY AND ALL SUCH PIPING ELBOWS, BENDS, OFFSETS, VALVES, EXPANSION FITTINGS AND APPURTENANCES AS REQUIRED TO ROUTE PIPING AND PROVIDE PROPER COVERAGE TO ALL ROOFED AREAS, CLEARING STRUCTURAL OR OTHER OBSTRUCTIONS WHILE MAINTAINING SCHEDULED CEILING HEIGHTS.
- SIZES AS INDICATED ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL SIZES MAY VARY. THE ABOVE ITEMS ARE ABOVE AND BEYOND WHAT WILL BE REQUIRED TO EFFECT THE WORK AS INDICATED ON THE DRAWINGS OR AS NECESSITATED BY COORDINATION EFFORTS. THE PRICE QUOTED SHALL INCLUDE COMPLETE INSTALLATION IN THE EVENT THESE MATERIALS REQUIRE THEIR IMPLEMENTATION DUE TO OMISSION FROM THE DRAWINGS, OR LACK OF CLARITY ON THE DRAWINGS.
- THE FIRE PROTECTION WORK WILL INCLUDE THE COMPLETE INSTALLATION OF THE FIRE PROTECTION SYSTEM, INCLUDING EVERY HEAD DEPICTED ON THE DRAWINGS.
- FURNISH ALL MATERIAL, LABOR AND SERVICE FOR THE INSTALLATION, TESTING, ADJUSTING AND PLACING INTO SERVICE OF THE FIRE PROTECTION EQUIPMENT AS COMPLETE AND HYDRAULIC COMPUTATIONS, OPERATING UNITS AS HEREIN SPECIFIED OR AS SHOWN ON THE PLANS OR IMPLIED THEREBY, INCLUDING MISCELLANEOUS SERVICE VALVES, PRESSURE GAUGES AND NECESSARY APPURTENANCES, WHETHER SHOWN OR NOT. ALL WORK MUST BE DONE IN ACCORDANCE WITH THE APPLICABLE LOCAL BUILDING DEPARTMENT, NFPA RECOMMENDATIONS AND COMPLYING WITH THE RECOMMENDATIONS OF INDUSTRIAL RISK INSURERS.
- FITTINGS SHALL BE ABLE TO WITHSTAND THE WORKING PRESSURES INVOLVED BUT NOT LESS THAN 175 PSI COLD WATER. FITTINGS SHALL COMPLY TO ANSI STANDARDS.
- ALL VALVES SHALL BE U.L. LISTED AS REQUIRED.
- PRESSURE TEST AND FLUSH THE SYSTEM IN ACCORDANCE WITH N.F.P.A. 13 REQUIREMENTS.
- PIPE ENDS SHALL BE REAMED TO REMOVE ALL BURRS, AND PIPE SECTIONS SHALL BE CLEANED INSIDE TO REMOVE ALL CHIPS AND FOREIGN MATERIAL PRIOR TO MAKING UP JOINTS. APPROVED JOINT COMPOUND SHALL BE APPLIED TO THE THREADS OF THE PIPE AND NOT IN THE FITTING WHEN MAKING UP JOINTS. PIPE SHALL NOT EXTEND INTO THE WATERWAY OF THE FITTING.
- DRAWINGS SHOW THE INTENT AND GENERAL ARRANGEMENT OF THE SYSTEM.
- SHOP DRAWINGS SHALL BE SUBMITTED ON ALL FIRE PROTECTION WORK, ALL WORK SHALL COMPLY WITH LOCAL CODES AND N.F.P.A. STANDARDS 13, 14, 20, AND 24 AND THE SYSTEM MUST BE APPROVED BY F.M.
- WATER FLOW DEVICES SHALL ACTIVATE A LOCAL ALARM ON THE FLOOR WHERE FLOW IS DETECTED.
- WATER FLOW SIGNALING DEVICES SHALL ANNUNCIATE AT THE CENTRAL CONTROL STATION.
- SEPARATE PERMIT REQUIRED FOR FIRE PROTECTION CONTRACTOR.
- ALL RATED WALLS AND FLOORS TO BE PROPERLY SLEEVED AND SEALED WITH APPROVED FIRE/SMOKE STOP MATERIAL.
- THE WORK THAT IS TO BE DONE UNDER THIS CONTRACT INCLUDES THE FURNISHING OF ALL LABOR, MATERIALS AND EQUIPMENT, PERMITS, FEES, INSPECTIONS, TESTS, INSURANCE, ETC. REQUIRED FOR THE COMPLETION OF FIRE PROTECTION SYSTEM SHOWN ON THE DRAWINGS AND LISTED HEREIN.
- FURNISH ALL MATERIAL, LABOR AND SERVICE FOR THE INSTALLATION, TESTING, ADJUSTING AND PLACING INTO SERVICE OF THE FIRE PROTECTION EQUIPMENT AS COMPLETE AND HYDRAULIC COMPUTATIONS, OPERATING UNITS AS HEREIN SPECIFIED OR AS SHOWN ON THE PLANS OR IMPLIED THEREBY, INCLUDING MISCELLANEOUS SERVICE VALVES, PRESSURE GAUGES AND NECESSARY APPURTENANCES, WHETHER SHOWN OR NOT. ALL WORK MUST BE DONE IN ACCORDANCE WITH THE APPLICABLE LOCAL BUILDING DEPARTMENT, NFPA RECOMMENDATIONS AND COMPLYING WITH THE RECOMMENDATIONS OF INDUSTRIAL RISK INSURERS.
- ALL WORK SHALL BE PERFORMED BY STATE LICENSED AND CERTIFIED PERSONNEL IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE CODE 4A-46 & 4A-48. SUBMIT TO OWNERS REPRESENTATIVE AS BUILT DRAWINGS, OWNER'S MANUAL, MAINTENANCE MANUALS.
- COORDINATE FIRE SYSTEM SHUTDOWNS WITH OWNER'S REPRESENTATIVE MINIMUM OF 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
- ALL INSTALLATIONS TO COMPLY WITH BUILDING STANDARDS AND DESIGN GUIDELINES.

PRELIMINARY  
NOT FOR CONSTRUCTION

REVISIONS

(305) 251-7923  
FAX (305) 251-7924  
julio@jsgroup.net

JSA GROUP INC.

12229 S.W. 132ND COURT MIAMI, FLORIDA 33186  
JULIO SANCHEZ ARCHITECT\*INTERIOR DESIGNER

NEW CONSTRUCTION:  
PROPOSED ADDITION: NEW COVERED WALKWAY

PEMBROKE PINES SENIOR CAMPUS  
501 NW 103rd AVENUE  
CITY OF PEMBROKE PINES, FLORIDA 33026

JOB # 24-007  
MEP TL 24-59

DRAWN BY: FZ

JUNE 2024

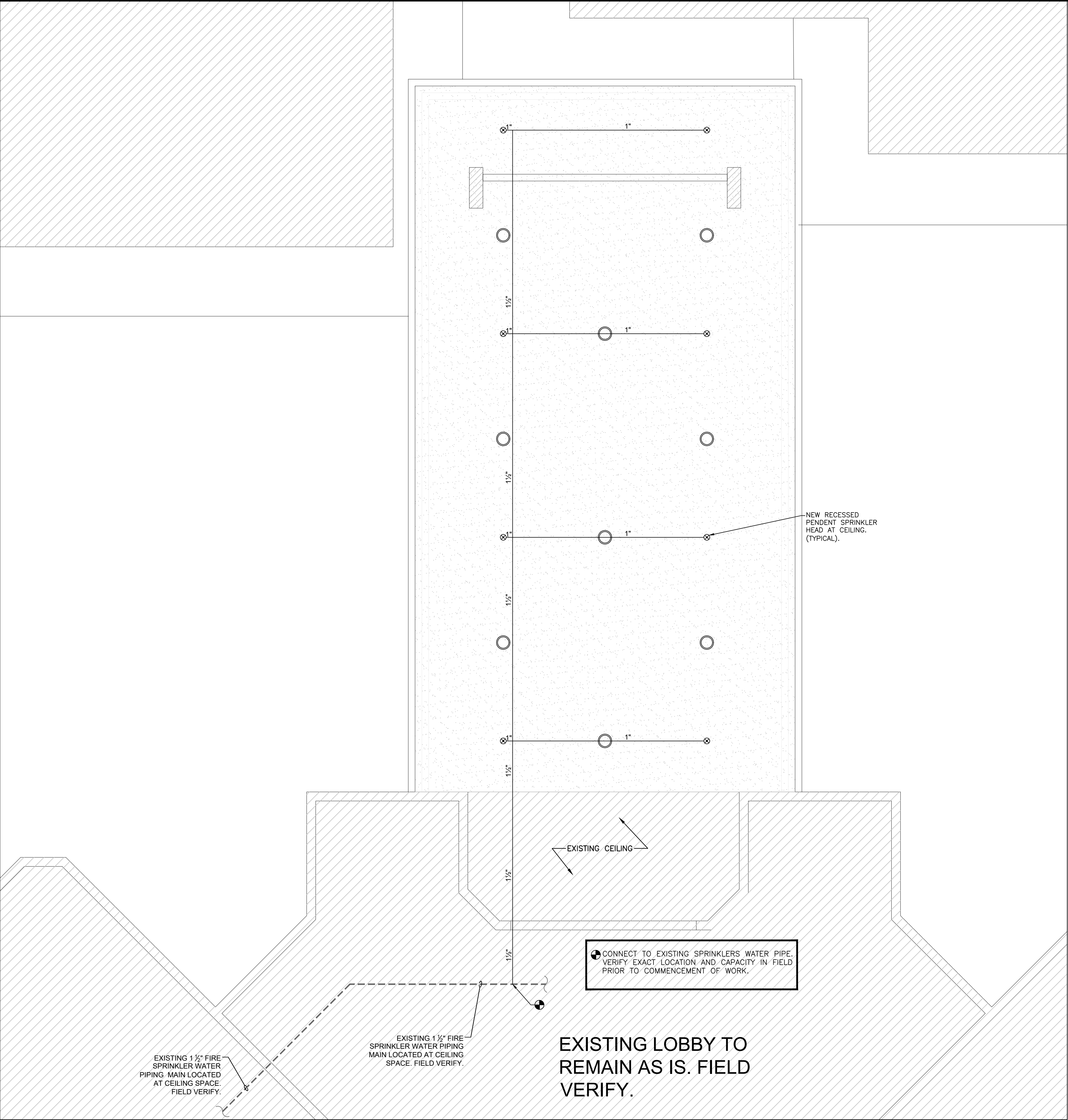
FP-1

SEAL

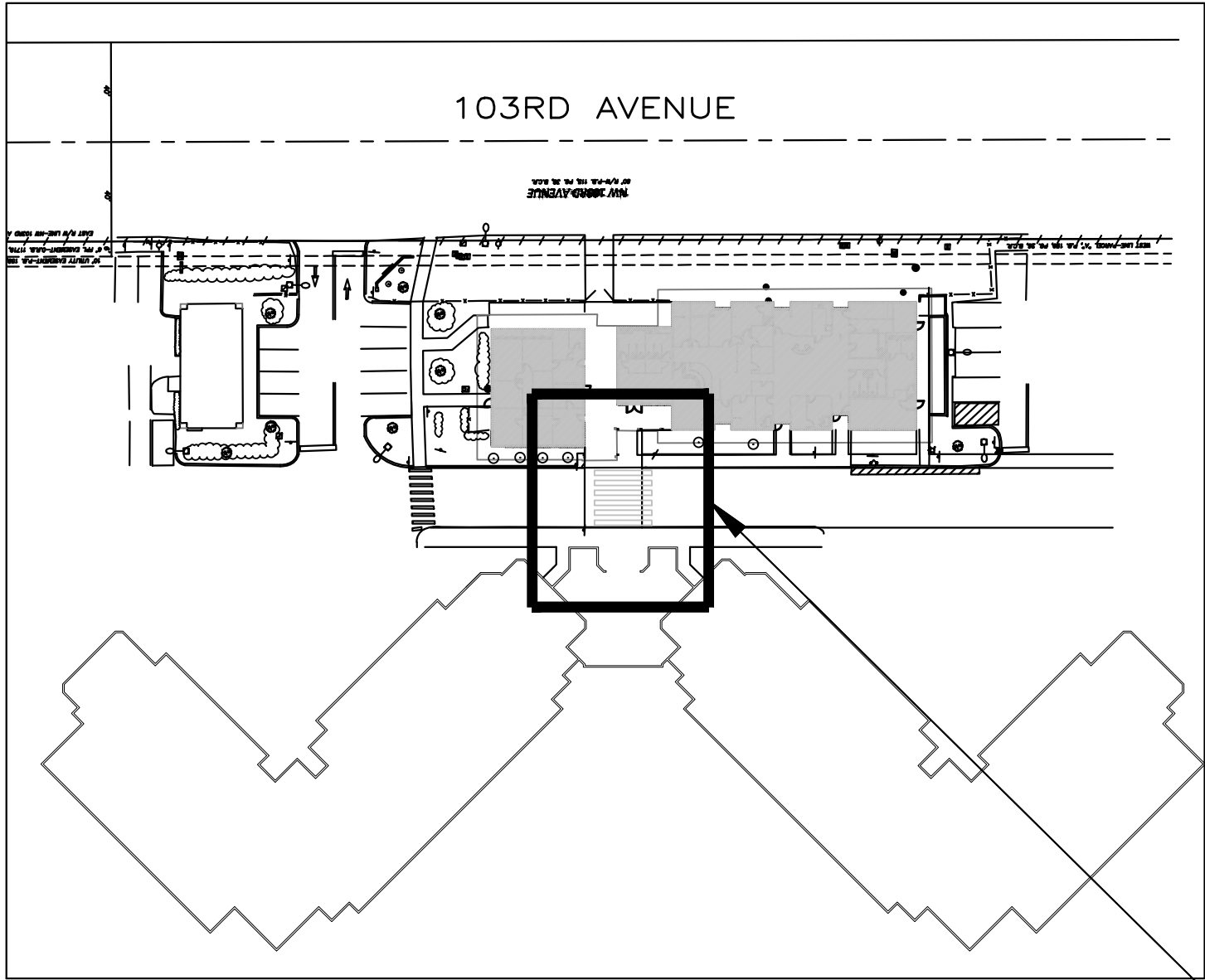
ANTONIO RODRIGUEZ PROFESSIONAL ENGINEER,  
STATE OF FLORIDA, LICENSE NO. 70746  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND  
SEALED BY ANTONIO RODRIGUEZ, PE, ON THE  
DATE INDICATED HERE USING A SHA  
AUTHENTICATION CODE.  
PRINTED COPIES OF THIS DOCUMENT ARE NOT  
CONSIDERED SIGNED AND SEALED AND THE  
SIGNATURE MUST BE VERIFIED ON ANY  
ELECTRONIC COPIES.

ANTONIO RODRIGUEZ  
PE# 70746

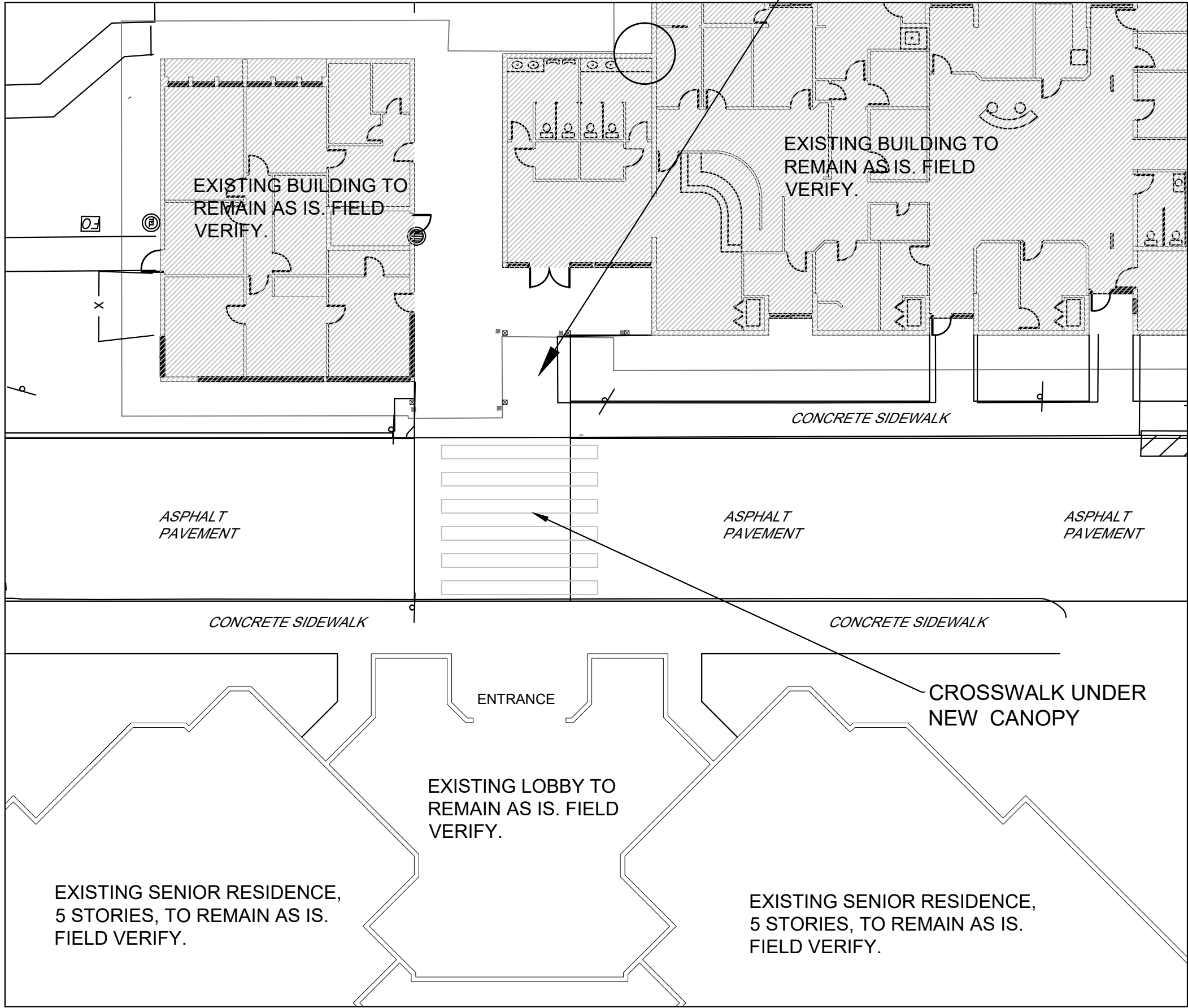




**1 FIRE PROTECTION - REFLECTED CEILING PLAN**  
FP-2 SCALE: 1/4" = 1' - 0"



**3 KEY PLAN**  
FP-2 SCALE: 1/64" = 1' - 0"



**2 ENLARGE KEY PLAN**  
FP-2 SCALE: 1/16" = 1' - 0"

**PRELIMINARY**  
NOT FOR CONSTRUCTION

ANTONIO RODRIGUEZ, PROFESSIONAL ENGINEER,  
STATE OF FLORIDA, LICENSE NO. 70746  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND  
SEALED BY ANTONIO RODRIGUEZ, PE, ON THE  
DATE INDICATED HERE USING A SHA  
AUTHENTICATION CODE.  
PRINTED COPIES OF THIS DOCUMENT ARE NOT  
CONSIDERED SIGNED AND SEALED AND THE  
SIGNATURE MUST BE VERIFIED ON ANY  
ELECTRONIC COPIES.

REVISIONS



JSA GROUP INC.  
12229 S.W. 132ND COURT MIAMI, FLORIDA 33186  
JULIO SANCHEZ ARCHITECT\*INTERIOR DESIGNER  
AR-0015751/ID-0002171  
(305) 251-7923  
FAX (305) 251-7924  
julio@jsgroup.net

NEW CONSTRUCTION:  
PROPOSED ADDITION: NEW COVERED WALKWAY  
PEMBROKE PINES SENIOR CAMPUS  
501 NW 103rd AVENUE  
CITY OF PEMBROKE PINES, FLORIDA 33026

JOB # 24-007  
MEP TL 24-59  
DRAWN BY: FZ  
JUNE 2024

FP-2

SEAL

ANTONIO RODRIGUEZ  
PE# 70746

**Client:** City of Pembroke Pines  
**Contact:** Matt Desharnais  
**Address:** 8300 South Palm Drive  
 Pembroke Pines, FL 33025

## Subsoil Investigation Report

*prepared by:*



*for:*

**Project:** Proposed New Carport

**Address:** 501 NW 103rd Ave  
 Pembroke Pines, FL 33026

**Date:** Friday, April 5, 2024



## Table of Contents

Client Information -----	pg. 1
Project Information -----	pg. 1
General Soil Descriptions -----	pg. 1
Foundation Recommendations -----	pg. 2
Soil Parameters -----	pg. 3
Excavations -----	pg. 3
Settlement -----	pg. 4
Grading -----	pg. 4
<b>Appendices -----</b>	<b>pg. 5</b>
Soil Boring Log(s)	
Project Location	
Soil Boring Location(s)	
Soil Classifications	
Sampling Procedures	
Limitations of Liability	

## For Your Information

Our findings in this report are based on soil conditions encountered in the test bore locations only, proposed structure to be built, (if available at this stage), Florida Building Code requirements and standard engineering practices. If your report is preliminary (i.e. vacant land or building to be demolished) additional borings are required within the foot print of the proposed structure once the location & layout of the proposed structure is known.

Please read this report in its entirety and follow all recommendations. Failure to do so may result in the permitting agency (Building Department, etc.) withholding the Certificate of Occupancy. This will cause delays and additional costs. The Permitting Agency will require a final certification or signing off of the project prior to issuing the Certificate of Occupancy. All of our recommendations need to be followed to receive a final certification from F.E.T., including densities on each lift, demucking verification, piling inspection, etc., whichever recommendation applies to your project.

Please schedule us at least 24 hours in advance for all tests and inspections. If you choose to use another Engineering Firm, you must verify they will provide you with the proper certification in writing, as outlined in our report. Our firm will only provide a certification letter if it has verified all work as recommended in our report.



Friday, April 5, 2024

Job Order Number 24SB0165

**City of Pembroke Pines**

8300 South Palm Drive

Pembroke Pines, FL 33025

Attn.: Matt Desharnais

**RE: Subsoil Investigation**

Proposed New Carport

501 NW 103rd Ave

Pembroke Pines, FL 33026

Dear Sirs:

Pursuant to your request, Federal Engineering & Testing, Inc. has completed a subsoil investigation on 4/4/24 at the above referenced site. The purpose of our investigation was to verify subsoil conditions relative to foundation preparation and design.

A total of one (1) SPT boring was performed according to ASTM D-1586 drilled down to a depth of twenty-five feet (25) and one (1) DCP boring was performed according to ASTM D-6951 drilled down to a depth of fifteen feet (15) below the existing ground surface. (See attached field sketch for locations). The following is a general description of soil stratas for the subject site:

Depth		Description of Soils
From	To	
0"	6"	Topsoil & Vegetation
6"	7'	Very Pale Brown Sand with Rock
7'	8'	Brown Sand
8'	12'	Reddish Brown Sand with Shell
12'	25'	Pale Brown Sand with Shell & Rock

Groundwater table elevation was measured immediately at the completion of each boring and was found at an average depth of seven (7) feet below existing ground surface. Fluctuation in water level should be anticipated due to seasonal variations and run off as well as varying ground elevation, construction dewatering and pumping activities in the area. Site contractor must familiarize himself with site conditions in the event groundwater controls and dewatering is needed. Surface flooding may result under hurricane conditions and should be taken into consideration in the design of the project. The contractor shall make sure that groundwater levels on adjacent properties are not affected by the contractors dewatering activities. Specialty groundwater contractors shall be consulted for all work below the groundwater level.

Friday, April 5, 2024  
501 NW 103rd Ave  
Pembroke Pines, FL 33026  
Page 2

The boring log(s) attached present a detailed description of the soils encountered at each location. The soil stratification shown on the boring log(s) is based on the examination of the recovered soil samples and interpretation of the driller's field log(s). It indicates only the approximate boundaries between soil types. The actual transitions between adjacent soil types may be gradual.

From a geotechnical engineering perspective, the site is suitable for the construction of the proposed structure, provided that the surface sand layers are compacted in place and proof rolled. Localized areas of loose materials, if present, will become evident during site clearing, grubbing and proof rolling, and must be removed prior to filling operations.

Based on our understanding of the proposed structure and the information obtained from our field boring log(s); we recommend the following procedures for foundation design:

- 1) Strip the entire footings and building construction areas plus five (5) feet past the outer perimeter of topsoil and ground vegetation (when encountered) down to clean granular material. Any underground structures, utility lines, root systems and drainage trenches, etc. must be removed in their entirety from beneath the proposed construction areas. The city arborists should be contacted prior to any land clearing to verify compliance with any local codes.
- 2) Saturate and compact all construction areas with a heavy self propelled vibratory roller to a minimum of 95% of the ASTM D-1557 modified proctor method. Make a minimum of ten (10) passes with the roller in each direction.
- 3) Care should be taken when using vibration in case of existing structures in the vicinity of the construction area. If vibration cannot be used for compaction, static compaction may be applied. However, in this case, the compacted layer should not exceed 6 inches in thickness.
- 4) Backfill construction areas to proper elevation if needed using a clean granular material placed in lifts not to exceed twelve (12) inches in thickness and compacted as per item 2.
- 5) Representative samples of the on-site and proposed fill material should be collected and tested to determine the classification and compaction characteristics.
- 6) All construction fill material above the water table shall be clean granular soil, free of organics or other deleterious material, and shall contain no more than twelve (12) percent fines passing a U.S. Standard No. 200 sieve (0.075mm) and have a Unified Soil Classification (USCS) designation of GP, GW, GP-GM, GW-GM, SP or SW. No particle size greater than three (3) inches shall be used in the top 12 inches of the building pad.
- 7) Fill Material below the water table shall be washed free draining gravel such as FDOT No. 57 stone or equivalent to about 12 inches above the water table unless dewatering is used. When dewatering is used, fill material shall be clean granular soil, free of organics or other deleterious material, and shall contain no more than twelve (12) percent fines passing a U.S. Standard No. 200 sieve (0.075mm).



Friday, April 5, 2024  
501 NW 103rd Ave  
Pembroke Pines, FL 33026  
Page 3

- 8) Verify all densification procedures by taking an adequate number of field density tests in each layer of compacted material. Density tests shall be performed on the slab areas, footing areas, interior bearing wall footings and column pad footings. This must be scheduled immediately after Tamp and Spray and/or Compaction, but before Reinforcing Steel Placement. If reinforcing steel is already in-place, it must be removed from all areas to be tested prior to performing densities.
- 9) After the installation of any plumbing and electrical piping; we recommend that the disturbed area be recompacted and additional densities tests be performed to verify proper compaction of the disturbed areas.
- 10) All of the above Geotechnical work shall be performed under the supervision of Federal Engineering & Testing's geotechnical engineer or his representative to verify compliance with our specifications and the Florida Building Code. Please call us at 954-784-2941 for scheduling.
- 11) In the event of existing structures, existing footings or proposed drainage lines, provisions shall be made by the structural engineer and site contractor to protect all footings from undermining and exposure. The geotechnical engineer shall be notified of these conditions to evaluate the applicability of his recommendations.

The above foundation recommendations being achieved and verified; it is our opinion that the proposed structure be designed for a shallow foundation system with a permissible soil bearing pressure not to exceed 2500 P.S.F. Building pad certification requires satisfactory completion and verification of all the above foundation recommendations.

Slabs placed upon compacted fill may be designed using a modulus of subgrade reaction value of 200 pci. The following soil parameters shall be used for retaining wall designs:

• Soil unit weight moist-----	110 pcf
• Soil unit weight buoyant-----	48 pcf
• Angle of internal friction-----	30°
• Active Earth pressure coefficient (Ka)-----	0.33
• Passive Earth pressure coefficient (Kp)-----	3.0
• Angle of wall friction for steel piles-----	30°
• Angle of wall friction for concrete / brick walls-----	20°
• Angle of wall friction for uncoated steel-----	15°

Excavations shall not extend within one (1) foot of the angle of repose next to existing footings or structures unless underpinned. Trenching shall be in compliance with the Florida Building Code, OSHA and Trench Safety Act requirements. Shorings shall be designed and inspected by a Florida licensed professional engineer.

Provisions shall be made by the architect, engineer of record and contractor to address differential settlements when tying in new to existing structures. Mixing of different foundation types shall not be used unless provided with expansion joints to address differential settlement.



Friday, April 5, 2024  
501 NW 103rd Ave  
Pembroke Pines, FL 33026  
Page 4

Detailed settlement analysis was beyond the scope of this report. Comparing the field test data obtained in this exploration with our experience with structures similar to those proposed for this project, the estimated magnitude of these settlements is 0.5 to 1 inch. Due to the granular nature of the subsurface materials, the foundation settlements should occur as the loads are applied and should be virtually negligible by the end of the building shell completion.

All outside ground surfaces must be sloped away from the structure to avoid water accumulation and ponding. All rain waters shall be discharged away from all building foundations. Verify all water, sewer, plumbing, sprinkler and drainage lines are properly functioning with no leaks in the vicinity of the foundation.

Regardless of the thoroughness of a geotechnical exploration, there is always the possibility that conditions may be different from those of the test locations; therefore, Federal Engineering & Testing, Inc. does not guarantee any subsoil condition between the bore test holes. A site plan showing the location of the proposed structure was not provided at the time the soil borings were performed. All tests locations were drilled at the location marked by the client. Once plans and specifications have been finalized and drawn, Federal Engineering & Testing, Inc. shall be provided a copy of the finalized plans and specifications for review. For a more accurate portrayal of subsurface conditions, the site contractor should perform test pits. If different conditions are encountered, Federal Engineering & Testing Inc., shall be notified to review the findings and make any recommendations as needed. In accepting this report the client understands that all data from the soil borings is intended for foundation analysis only and is not to be used for excavating, backfilling or pricing estimates. The site contractor must familiarize themselves with the job site conditions.

Environmental analysis of the soil materials is not part of the scope of services. If environmental analysis of the soils is required, we can provide a proposal for performing an environmental analysis of the soil materials. For Environmental due diligence, a Phase I and/or Phase II Environmental Site Assessment is recommended.

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

Federal Engineering & Testing, Inc. appreciates the opportunity to be of service to you at this phase of your project. Please feel free to contact us if we may be of further service to you.

This item has been digitally signed and sealed by Keith LeBlanc P.E. on the date adjacent to the seal using a digital signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Friday, April 5, 2024  
501 NW 103rd Ave  
Pembroke Pines, FL 33026  
Page 5

## Appendices



### SPT Test Boring Report

**Client:** City of Pembroke Pines  
**Project:** Proposed New Carport  
**Address:** 501 NW 103rd Ave  
 Pembroke Pines, FL 33026

**Date of Test:** April 4, 2024  
**Hole No.:** B-1  
**Location:** See Attached Drawing

Depth (FT)	Soil Descriptions	Hammer Blows		"N"
1	0" - 6" Topsoil & Vegetation	7	7	15
2		8	10	
3		9	9	19
4	6" - 7' Very Pale Brown Sand with Rock	10	9	
5		11	12	24
6		12	11	
7	7' - 8' Brown Sand	10	12	26
8		14	14	
9	8' - 12' Reddish Brown Sand with Shell	13	15	27
10		12	13	
11		A	A	A
12		A	A	
13		A	A	A
14		A	A	
15	12' - 25' Pale Brown Sand with Shell & Rock	14	15	29
16		14	16	
17		A	A	A
18		A	A	
19		A	A	A
20		A	A	
21		17	16	34
22		18	19	
23		A	A	A
24		A	A	
25		A	A	
26				
27				
28				
29				
30				

Water Level: 7' 0" Below Land Surface

A = Auger



### DCP Test Boring Report

**Client:** City of Pembroke Pines  
**Project:** Proposed New Carport  
**Address:** 501 NW 103rd Ave  
 Pembroke Pines, FL 33026

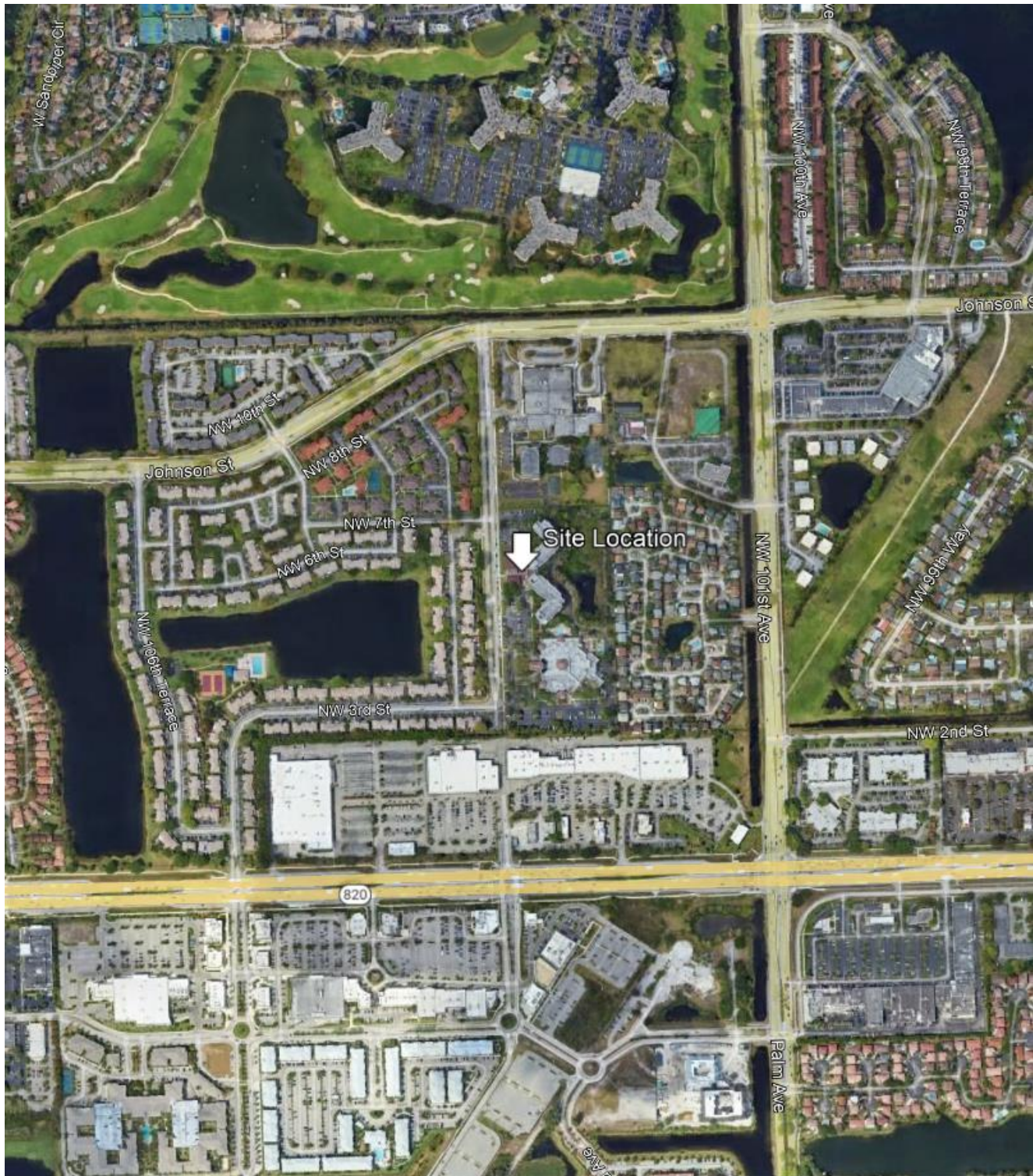
**Date of Test:** April 4, 2024  
**Hole No.:** B-2  
**Location:** See Attached Drawing

Depth (FT)	Soil Descriptions	Hammer Blows		"N"
1	0" - 6" Topsoil & Vegetation	3	4	7
2	6" - 3' Pale Brown Sand	3	3	
3	3' - 4' Pale Brown Sand with some Rock	4	4	7
4	4' - 5' 6" Very Pale Brown Sand with Rock	3	4	
5	5' 6" - 11' Reddish Brown Sand	8	10	26
6		16	13	
7		11	13	28
8		15	14	
9		14	15	32
10		17	13	
11	11' - 15' Pale Brown Sand with Shell & Rock	15	14	30
12		16	17	
13		18	17	34
14		17	19	
15		18	17	
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

Water Level: 7' 0" Below Land Surface

A = Auger





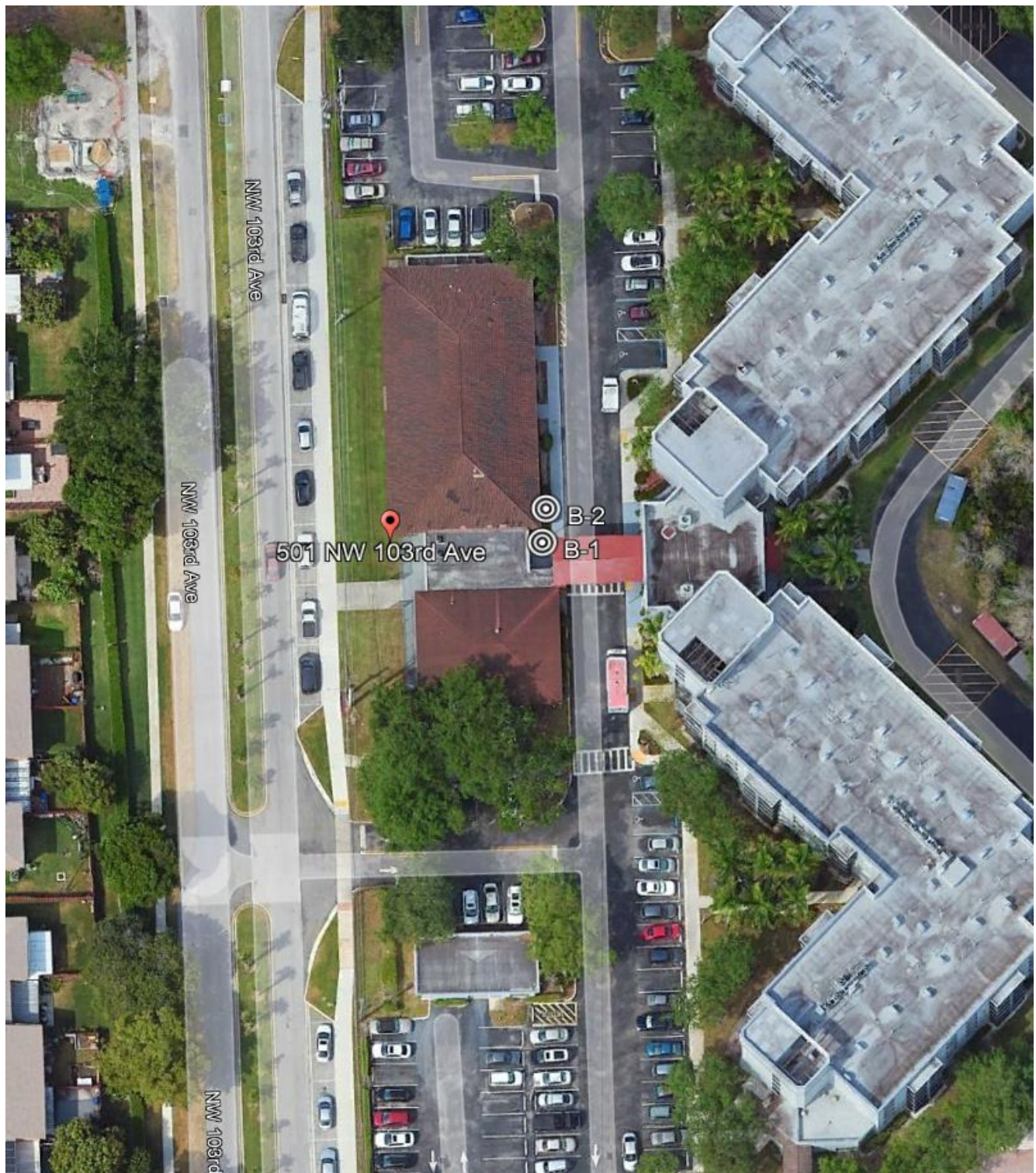
**Site Location Map**

**Federal Engineering & Testing Inc.** 3370 NE 5th Avenue, Oakland Park, FL 33334 (954) 784-2941

Client: City of Pembroke Pines  
 Test: Subsoil Investigation  
*(site map is not to scale)*

Project: Proposed New Carport  
 Project Address: 501 NW 103rd Ave  
 Pembroke Pines, FL 33026





**Soil Boring Location Map**

**Federal Engineering & Testing Inc.** 3370 NE 5th Avenue, Oakland Park, FL 33334 (954) 784-2941

Client: City of Pembroke Pines  
Test: Subsoil Investigation  
(site map is not to scale)

Project: Proposed New Carport  
Project Address: 501 NW 103rd Ave  
Pembroke Pines, FL 33026

## Soil Classifications

Correlation of Penetration Resistance with Relative Density and Consistency					
Sands					
Dynamic Cone Penetrometer <i>Penetrometer Resistance</i>		Standard Penetration <i>Hammer Blows</i>		Relative Density	
	0 - 10		0 - 4		Very Loose
	11 - 25		5 - 10		Loose
	26 - 45		11 - 20		Firm
	45 - 75		21 - 30		Very Firm
	76 - 120		31 - 50		Dense
	> 120		> 50		Very Dense

Silts & Clay					
Dynamic Cone Penetrometer <i>Penetrometer Resistance</i>		Standard Penetration <i>Hammer Blows</i>		Relative Density	
	0 - 6		0 - 2		Very Soft
	7 - 15		3 - 5		Soft
	16 - 30		6 - 10		Firm
	31 - 45		11 - 15		Stiff
	46 - 90		16 - 30		Very Stiff
	91 - 150		31 - 50		Hard

Rock Hardness Description	
Soft	Rock core crumbles when handled
Medium	Can break core with your hands
Moderately Hard	Thin edges of rock core can be broken with fingers
Hard	Thin edges of rock core cannot be broken with fingers
Very Hard	Rock core rings when struck with a hammer

Sand Quantity Modifiers	
Very Slight Trace	0 - 2 %
Slight Trace	2 - 5 %
Trace	5 - 10 %
Little Trace	10 - 15 %
Some	15 - 30 %
With	> 30 %

Particle Size	
Boulder	> 12 in
Cobble	3 - 12 in
Gravel	4.76 mm - 3 in
Sand	0.074 mm - 4.76 mm
Silt	0.005 mm - 0.074 mm
Clay	< 0.005 mm

Silt - Clay Quantity Modifiers	
Slightly Silty /Clayey	0 - 5 %
Silty / Clayey	5 - 30 %
Very Silty / Clayey	30 - 50 %

## Drilling & Sampling Procedures

The soil borings were installed in accordance with Standard Penetration Tests procedures as set forth in ASTM D-1586. Representative samples were collected utilizing spilt-barrel techniques in accordance with the procedures set forth in "Penetration Tests and Spilt-Barrel Sampling of Soil in ASTM D-1586. The following field tests, measurements and laboratory analysis were performed/collected during the installation of each soil boring.

### Penetration Tests

During the sampling procedures, Standard Penetration Tests were performed at five (5) foot intervals to obtain the standard penetration value (N) of the subsurface soil. The standard penetration value (N) is identified as the number of blows of a 140-pound hammer falling thirty (30) inches, required to advance the spilt-barrel sampler one (1) foot into the subsurface soil. The sampler was lower into the bottom of the previously cleaned drill hole and advanced by blows from the hammer. The number of blows was recorded for each of the three (3) successive increments of six (6) inches penetration. The "N" value is obtained by adding the second and third incremental numbers.

### Water Level Measurements

Water Level depths were obtained during the test boring operations. In relatively pervious soils, such as sandy soils, the indicated depths are usually reliable groundwater levels. Seasonal variations, tidal conditions, temperature, land-use and recent rainfall conditions may influence the depths to groundwater levels.

### Soil Properties / Classification

All samples collected were classified in accordance with the Unified Soil Classification System criteria to determined soil material properties and compared with published literature of the USDA Soil Conservation Survey.

### Ground Surface Elevations

Ground surface elevations have not been provided for the proposed boring locations. Therefore, all references to depth of the various strata and materials encountered were from existing grade at the time of the drilling operations.



## Limitations of Liability

### *Warranty*

We warrant that the services performed by Federal Engineering and Testing, Inc. (F.E.T.) are conducted in a manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranties, expressed or implied, are made. While the services of F.E.T. are an integral and valuable part of the design and construction process, we do not warrant, guarantee, or insure the quality or completeness of services or satisfactory performance provided by other members of the construction process and/or the construction plans and specifications which we have not prepared, nor the ultimate performance of building site materials. As mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval. Reports are not intended for 3rd party use.

### *Subsurface Exploration*

Subsurface exploration is normally accomplished by test borings. The soil boring log includes sampling information, description of the materials recovered, approximate depths of boundaries between soil and rock strata and groundwater data. The log represents conditions specifically at the location and time the boring was made. The boundaries between different soil strata are indicated at specific depths; however, these depths are in fact approximate and dependent upon the frequency of sampling. The transitions between soil stratum are often gradual. Water level readings are made at the time the boring was performed and can change with time, precipitation, canal levels, local well drawdown, and other factors. Regardless of the thoroughness of a Geotechnical exploration there is always a possibility that conditions may be different from those of the test locations; therefore F.E.T. does not guarantee any subsoil condition surrounding the bore test holes. For a more accurate portrayal of subsurface conditions, the site contractor should perform tests pits. If different conditions are encountered, F.E.T. shall be notified to review the findings and make any recommendations as needed.

### *Laboratory and Field Tests*

Tests are performed in accordance with specific ASTM Standards unless otherwise indicated. All criteria included in a given ASTM Standard are not always required and performed. Each test report indicates the measurements and determinations actually made.

### *Ownership of Tests / Reports*

All test results and/or reports prepared by F.E.T. pursuant to this agreement and/or Addendum(s) thereto, shall remain the property of F.E.T. until all monies due and owing to F.E.T. under this Agreement and/or Addendum(s) thereto, are paid in full.

### *Analysis and Recommendations*

The Geotechnical report is prepared primarily to aid in the design of site work and structural foundations. Although the information in the report is expected to be sufficient for these purposes, it is not intended to determine the cost of construction or to stand alone as construction specifications.

### *Analysis and Recommendations cont.*

In accepting this report the client understands that all data from the soil boring is intended for foundation analysis only and is not to be used for excavating, backfilling or pricing estimates. In accepting this report the client understands that all data from the soil boring is intended for foundation analysis only and is not to be used for excavating, backfilling or pricing estimates. The site contractor must familiarize themselves with the job site conditions. Soil boring(s) on unmarked vacant property or existing structure(s) to be demolished is considered preliminary with further boring(s) to be performed after proposed building pad is staked out. Report recommendations are based primarily on data from test borings made at the locations shown on the test boring reports. Soil variations may exist between borings and may not become evident until construction. If variations are then noted, F.E.T. must be contacted so that field conditions can be examined and recommendations revised if necessary. The Geotechnical report states our understanding as to the location, dimensions, and structural features proposed of the site. Any significant changes in the nature, design, or location of the site improvements must be communicated to F.E.T. so that the Geotechnical analysis, conclusions, and recommendations can be appropriately adjusted.

### *Construction Observations*

Construction observation and testing is an important element of Geotechnical services. The Geotechnical Engineer's Field Representative (Field Rep.) is the "owner's representative" observing the work of the contractor, performing tests, and reporting data from such tests and observations. The Geotechnical Engineer's Field Representative does not direct the contractor's construction means, methods, operations, or personnel. The Field Rep. does not interfere with the relationship between the owner and the contractor, and except as an observer, does not become a substitute owner on site. The Field Rep. is only collecting data for our Engineer to review. The Field Rep. is responsible for his/her safety only, but has no responsibility for the safety of other personnel and/or the general public at the site. If the Field Rep. does not feel that the site is offering a safe environment for him/her, the Field Rep. will stop his/her observation/ testing until he/she deems the site is safe. The Field Rep. is an important member of a team whose responsibility is to observe the test and work being done and report to the client whether that work is being carried out in general conformance with the plans and specifications.

### *Limitations of Report*

Federal Engineering & Testing, Inc. shall have no liability, in contract, tort or otherwise, for any inaccuracy, defect, or omission in interpreting this report and shall not in any event have any liability for lost profits or any other indirect, special, incidental, consequential, exemplary or punitive damages. In the event of future conflict between owners and contractors the following applies: F.E.T.(s) legal and/or company representation and preparation for representation fees will be billed on an hourly rate, i.e. deposition, expert witness, etc. F.E.T. has no obligation to amend its conclusions or recommendations after the date of this report. Any alterations or changes in the location of the project should be brought to our attention at the earliest convenience for review and applicability of this report.



## Partial List of Services

### Geotechnical Engineering Services

#### **Soil / Aggregate Tests**

Soil Borings  
Density Compaction Tests  
Grain Size Analysis  
Moisture Contents  
Soil Classifications  
Limerock Bearing Ratios  
Florida Bearing Values  
Specific Gravity  
Carbonate Analysis  
Hydraulic Conductivity  
Organic Contents  
L.A. Abrasion

#### **FDOT Inspections**

QC Management  
Earthwork Inspections  
QC Concrete Inspections  
QC Asphalt Inspections

#### **Field Inspection Services**

Fill & Quality Control Inspections  
Demucking Inspections  
Building Inspections  
Pile Driving Inspections  
Pile Load Tests  
Steel Inspection  
Threshold Inspection  
Bolt Inspection  
Weld Inspection  
Vibration Monitoring

#### **Geotechnical Engineering**

Foundation Engineering  
Foundation Design & Recommendation  
Subsoil Investigation  
Pile Load Calculations  
Piling Installation Monitoring

#### **Asphalt Services**

Backscatter Density Tests  
Extractions & Gradations  
Marshall Limits  
Bulk Specific Gravity  
Cores for Thickness Determination  
Asphalt Pavement Monitoring  
Asphalt Assessment

#### **Concrete Tests**

Concrete Strength Testing  
Slump Tests  
Windsor Probe Testing  
Schmidt Hammer Testing  
Core Testing  
Air Content  
Concrete Unit Weight  
Flexural Strength Testing

### Environmental Engineering Services

#### **Phase I Site Assessments**

Site Inspections  
Research of Property Records

#### **Phase II Site Assessments**

Phase I Follow up on Contaminated Sites  
Installation of Monitoring Wells  
Soil Borings  
Soil and Ground Water Analysis

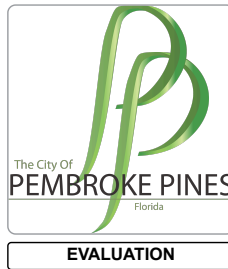
#### **Lead Base Paint Surveys**

Report and Analysis  
Air Monitoring

### Roof Testing & Inspection Services

TAS 105 Field Fastener Withdrawal Test  
TAS 106 Tile Uplift Test  
TAS 124 Bell Chamber / Bonded Pull Test  
TAS 126 Moisture Survey  
Windload Calculation  
Drainage Calculations  
Lightweight Concrete placement Inspection  
Roof Assessment / Evaluation  
Cap Sheet Inspection  
Fastener Spacing Inspection  
Tile/ Shingle/ Standing Seam Inspection  
Base Sheet Installation Inspection  
Insurance Mitigation  
Retrofit Mitigation/ Certification  
Roof Drainage Calculations






## Construction of Covered Walkway at 501 Medical Building

 Invitation For Bid



 Public Services


 90900, 91200, 91400


**Project ID:** PSPW-25-05

**Release Date:** Wednesday, March 12, 2025

**Due Date:** Tuesday, April 8, 2025 2:00pm

 Posted  Wednesday, March 12, 2025 11:27am

 Bid Unsealed Tuesday, April 8, 2025 2:31pm by Debra Rogers

 Pricing Unsealed Tuesday, April 8, 2025 2:31pm by Debra Rogers

*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 # PSPW-25-05**

#### **Construction of Covered Walkway at 501 Medical Building**

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](mailto: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](mailto: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, April 8, 2025, electronically at**

**<https://procurement.opengov.com/portal/pembrokepines/projects/141316>.**

**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 4<sup>th</sup> 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, vendors, 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:

Nicolas Rodriguez or other Procurement Staff in the Procurement Department  
 City of Pembroke Pines  
 8300 South Palm Drive,  
 Pembroke Pines, FL 33025  
 (954) 518-9020 Ext: 59021 or 954-518-9020  
[purchasing@ppines.com](mailto:purchasing@ppines.com)