

TOWN OF SOUTHWEST RANCHES



INVITATION FOR BIDS

CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES

IFB No. 18-005

Date: August 3, 2018

TOWN OFFICIALS

Doug McKay, Mayor

Freddy Fisikelli, Vice Mayor

Steve Breitkreuz, Council Member

Gary Jablonski, Council Member

Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith M. Poliakoff, Town Attorney

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TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES
IFB No. 18-005

CONTRACT DATA

Contract Title: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES

Contract Number: IFB No.: 18-005

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

Designated Contract Manager:
Rod Ley
Town Engineer
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

Date: August 3, 2018

PUBLIC NOTICE OF INVITATION FOR BIDS (IFB)

The Town of Southwest Ranches, Florida, hereinafter referred to as Town, will receive sealed Bids at the Office of Mara Semper, Town Procurement and Budget Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until 11:00 a.m., Thursday, September 6, 2018 at which time they will be publicly opened and read for:

**“IFB No.: 18-005 CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC
SIGNS MAINTENANCE SERVICES”**

The project site is located in the Town of Southwest Ranches, Broward County, Florida. The Town is approximately 13 square miles and is home to more than 7,500 residents. The Town’s surface transportation system consists largely of two-lane local and collector roads with variable rights-of-way. The Town is currently responsible for the maintenance of 82 miles of these types of roads and associated drainage, guardrails, pavement markers and striping, and traffic signs.

The project involves roadway repairs and traffic signs maintenance services including roadway pothole repairs, small quantity paving, drainage pipes and inlet repairs, drainage swale repairs, installation or restoration of pavement markers and striping, and traffic signs repairs and installation. The work will include mobilization, site preparation, maintenance of traffic, site restoration, and testing. All construction shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision.

The awarded contractor will be required to execute a continuing contract with the Town of Southwest Ranches. The initial contract term will be for three (3) years. The contract may be extended for up to three (3) additional one (1) -year periods at the sole discretion of the Town Administrator. The bid unit prices shall be good throughout the initial 36 months of the contract. Thereafter, prices may be adjusted on an annual basis subject to mutual agreement between the Town and the Contractor.

A **non-mandatory** Pre-Bid Meeting is scheduled for 11:00 a.m., Friday, August 17, 2018 in the Southwest Ranches Grand Oaks conference room, 13400 Griffin Road, Southwest Ranches, FL 33330.

The awarded contractor will be required to execute a contract with the Town of Southwest Ranches in substantially the form attached hereto as Exhibit “A.”

Bids must be accompanied by a Cashier’s Check or Bid Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base bid as a guarantee that in the event the contract is awarded to the Bidder, they will promptly enter into a contract, and furnish any Payment Bond and Performance Bond, and Insurance Certificates required by the terms of this Invitation for Bids. The return of Cashier’s Checks or other cash security to Bidders shall be subject to the time periods for payment in the Florida Prompt Payment Act, Section 287.70, *et seq.* It is anticipated that bids will be opened at 11:00 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Thursday, September 6, 2018. Any bid(s) delivered or received after 11:00 a.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES
IFB No. 18-005

In accordance with Florida Statutes, Section 119.071(1)(b)(2), bids are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right to reject all or any portions of any bid, to reject all bids, to waive any informality, non-material irregularity or technicality in any bid, to re-advertise for bids, or take any other such actions that may be deemed to be in the best interest of the Town.

Questions concerning this IFB should be sent via **facsimile** or **emailed** to:

Mara Semper, Procurement and Budget Officer

Phone: 954-434-0008

Fax Number: 954-434-1490

Email: msemper@southwestranches.org

INSTRUCTIONS TO BIDDERS

The Town desires a contractor to enter into a continuing contract based on unit costs to maintain certain roads including drainage pipes and structures, guardrails, swales, pavement markers, pavement paint striping, and traffic signs within the Town limits. The bidder will provide unit cost for work items associated with the roads maintenance and performance measures.

During the term of the contract, the Town may perform additional road maintenance projects including during after regular working hours (7:00 PM – 7:00 AM) and/or during a response to an incident or a disaster, at which times the Contractor will provide the services based on the bid unit costs. A work authorization or purchase order will be processed for each project.

The Town intends to award a contract to the lowest, responsive and responsible Bidder whose bid meets the requirements of this IFB, and in accordance with the Town’s Procurement Code.

Bid packages can be obtained through DemandStar, downloaded from the Southwest Ranches website at: <http://www.southwestranches.org/procurement/> or by contacting Mara Semper by email at msemper@southwestranches.org or calling 954-343-7477.

1. COPIES OF SUBMISSION

One **unbound original**, two (2) bound copies, and one compact disk of the entire Bid, Bid Form and required submittal documents in PDF format shall be submitted to the Town of Southwest Ranches at the office of Ms. Mara Semper, Procurement and Budget Officer, Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Sealed bids clearly marked **“IFB No.: 18-005 Continuing Contract for Roadway Repairs and Traffic Signs Maintenance Services”** must be received by the Procurement and Budget Officer **either by mail or hand delivery, no later than 11:00 a.m. local time, Thursday, September 6, 2018.** A public opening will take place at 11:00 a.m. in the Town’s Grand Oaks conference room located at Town Hall on the same date.

The identity of the Bidders and respective total bid price shall be read aloud. However, neither the bids nor information set forth therein shall be made public until the time of a notice of an “Intended award” or 30 days from the Bid Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

Facsimile or email submittals will not be accepted. Bids delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is delivered or received will be resolved against the Bidder.

2. ADDENDA OR ADDITIONAL INFORMATION

Any questions or requests for clarifications concerning this IFB shall be submitted in writing by facsimile or E-mail and directed to Ms. Mara Semper, Procurement and Budget Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches FL, 33330; By Fax number (954) 434-1490; or E-mail address: msemper@southwestranches.org. The IFB number and title shall be referenced on all correspondence and in the subject section of the email. **All questions must be received no later than seven (7) calendar days prior to the scheduled bid opening date but no later than noon on Thursday, August 30, 2018.** All responses to questions/clarifications, if deemed necessary by the

Town, will be posted on the Town Website at <http://www.southwestranches.org/procurement/> or through DemandStar. No questions will be received verbally, and/or, after the deadline. Bidders are hereby notified that a “Cone of Silence” is hereby imposed from the date of advertising and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award. A Bidder who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

3. SECURITY AND BONDING REQUIREMENTS:

i. BID SECURITY

Simultaneous with the delivery of an executed Bid to the Town, Bidders shall furnish a Bid Security in an amount equal to five percent (5%) of the total base bid price. The Bid Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier’s payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Bid Security with the Bid at the time of Bid opening shall automatically disqualify the Bidder as non-responsive.

ii. PERFORMANCE AND PAYMENT BONDS

Upon request by the Town, the Contractor shall furnish to the Town executed Performance and Payment Bonds as security for the faithful and timely performance of the Work under the Contract and for the payment of all persons furnishing labor, materials, services, and/or equipment in connection with the Work. Bonds shall be required for any Work reflected in a Work Authorization or Notice to Proceed for work the value of which exceeds or is estimated to exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000), as determined in the sole discretion of the Town. When required, Bonds shall each be in the amount equal to one hundred percent (100%) of the value of the Work set forth in such Work Authorization or Notice to Proceed. The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all claimants (as defined by section 713.01, Florida Statutes) for all labor, materials, services, and equipment used directly or indirectly, or reasonably required for use, in the performance of the contract, and shall fully indemnify and save harmless the Town and its agents for all costs and damages it may suffer by reason of Contractor’s failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Bonds shall be in a form acceptable to the Town and as prescribed by section 255.05, Florida Statutes.

iii. QUALIFICATIONS OF SURETY

Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and the Bidder shall provide satisfactory evidence to document such fulfillment:

- A. The surety company is licensed to do business in the State of Florida.
- B. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
- C. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time that this Invitation for Bids was issued.
- D. The surety company is otherwise in compliance with the provision of the Florida Insurance Code.
- E. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.

- F. Each bond shall contain all provisions required by §255.05, Florida Statutes.
- G. Each bond shall be issued by a Florida agent.

iv. DURATION OF BONDS

The Performance Bond shall guarantee all work and materials furnished under the Contract including losses resulting from defects in the materials or improper performance of Work under the Contract that may appear or be discovered during performance of the Work or during any applicable warranty period after completion of all Work, and for latent defects, during the time periods set forth in section 95.11(3)(c), Florida Statutes. The Payment Bond shall stay in effect until the time required by section 255.05, Florida Statutes, for the making of claims under such Bond, or when all claimants submitting valid claims have been paid, whichever is later.

v. NON-COMPLIANCE

An awarded Bidder's failure to timely deliver an executed Contract, and any Performance Bond, Payment Bond, and Insurance Certificates required by the terms of this Invitation for Bids, all in forms acceptable to the Town, shall result in the cancellation of any Contract and the Bidder's forfeiture of any and all bid securities.

4. BIDDER WARRANTY

Bidder warrants that the prices, terms and conditions quoted in the bid will be firm for a period of 90 days from the date of the bid opening. Incomplete, unresponsive, irresponsible, vague, and ambiguous responses to the Invitations for Bid will be cause for rejection, as determined in the sole discretion of the Town.

5. GUARANTEES

No guarantee or warranty is given or implied by the Town as to a minimum or total amount of services that may or may not be purchased from any resulting contract or award. The quantities and frequencies provided herein are for proposal purposes only and will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

6. BID WITHDRAWAL

Any Bidder may withdraw its bid prior to opening of bids by providing a written notice to the Town. After bids are opened, they shall be irrevocable for a period of ninety (90) days. Bidders who unilaterally withdraw a bid without permission of the Town before 90 days have elapsed from the date of the opening of bids may be debarred and are subject to forfeiture of the Bid Security.

7. CONE OF SILENCE

A Cone of Silence is hereby imposed and made applicable to this IFB, and in accordance with the Town's Procurement Code. The Cone of Silence shall become effective from the time this IFB is advertised, and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award, rejects all responses, or takes other action which

ends the IFB process. During the effective time period of the Cone of Silence, any person or entity which submits a bid/response, or that will be subject to evaluation under the terms of this IFB, shall not have any communication with the members of the Town Council relative to this IFB, except as may be permitted or required during public meetings of the Town Council. **NOTE:** A Bidder who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

A “**Cone of Silence**” means a prohibition on any communication regarding a particular request for proposal, request for qualification or invitation to bid, and as set forth in the Town’s Procurement Code.

8. NOTICE TO PROCEED

After execution of the Contract, the Town anticipates issuance of a Notice to Proceed or other written work authorization to the Contractor, or as otherwise set forth in the Contract. Contractor shall be required to attend a pre-construction meeting. The date, time and place of the meeting will be set by the Town. A Notice to Proceed may be issued at the pre-construction meeting.

Contractor shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until Contractor submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties. The receipt of all necessary building and regulatory permits by Contractor, if any, is a condition precedent to the issuance of a Notice to Proceed. Contractor warrants to the Town that it shall expeditiously apply for all building permits and shall thereafter, diligently and continuously perform such Work to achieve completion of the work, within the times set forth in the Contract Documents, with time being of the essence. To the extent set forth in the Contract, the Town may, in its sole discretion and at its option, elect to impose liquidated damages or actual damages, whichever is greater, for failure to complete the Work within the time required.

Contractor shall furnish sufficient forces and equipment and shall Work such hours, including overtime operations, as may be necessary to timely perform the Work in accordance with the schedules submitted by Contractor to the Town for its approval. If Contractor falls behind the progress schedule, Contractor shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of Work within the project limits as may be required, at no additional cost to the Town.

9. EQUAL EMPLOYMENT OPPORTUNITY/COMPLIANCE WITH GRANT TERMS

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions 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 setting forth the provisions of this nondiscrimination clause. Contractor further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Additionally, to the extent that this Project is funded in whole or in part by any Federal, State, or local grant, the Contractor shall comply with any and all applicable grant terms or conditions, including South Florida Water Management District Grant and the South Broward Drainage District Grant. It is up to the Bidders to inquire and ascertain what grants/terms apply to this IFB.

10. PUBLIC ENTITY CRIMES

Pursuant to the provisions of section 287.133(2)(a), Florida Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to 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".

11. CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Bidders must disclose with their Bids, the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

12. TAXES

To the fullest extent provided by Florida law, Bidders should not include taxes in bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

13. SUBMISSION OF BIDS

It is the responsibility of the Bidder to ensure that the Bid reaches the Office of the Procurement and Budget Officer on or before the closing hour and date shown on the public notice of this Invitation for Bid. The Town is not responsible for the Bidder's costs associated with preparation of the bid or proposal.

14. BID FORMS

Bidders must use the Bid form(s) furnished by the Town. Failure to do so may cause the Bid to be rejected. Removal or replacement of any of the Bid documents may invalidate the Bid. Also, Bids having an erasure or corrections must be initialed by the Bidder in ink. Bids shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A bid submission in pencil will not be accepted.

15. MISTAKE

If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Bidders are responsible for checking their calculations. Failure to do so will be at the

Bidder's risk, and errors will not release the Bidder from performance of the Contract, if awarded, at the Bid price.

16. DELIVERY

All delivery costs and charges for materials shall be included in the Bid price. Delivery shall be freight on board (F.O.B.) to the project site in the Town of Southwest Ranches, Florida.

17. LIABILITY, INSURANCE, LICENSING & PERMITS

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Bid award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Bidder (or his agents) or any person or subcontractor the Bidder utilizes in the completion of his contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise.

The Bid shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements. Prior to award and in any event prior to commencing Work, the Successful Bidder/Proposer shall provide the Town with certified copies of all insurance policies providing coverage which meets the requirements as outlined below:

A. WORKER'S COMPENSATION

Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000) for each accident, and Five Hundred Thousand Dollars (\$500,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Contractor shall carry business automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

C. COMMERCIAL GENERAL LIABILITY:

Contractor shall carry Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. ENVIRONMENTAL POLLUTION INSURANCE:

The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Bidders are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Bid award within thirty (30) days of awarding. The Bidder hereby holds the Town harmless and

agrees to indemnify Town and covenants not to file a Bid protest or sue the Town by virtue of such cancellation or rescission.

18. AWARD OF CONTRACT

The Town reserves the right to accept or reject any and/or all Bids or parts of bids, to waive any informality, irregularities or technicalities, to re-advertise for Bids, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications. Final determination and award of Contract shall be made by the Town Council.

After opening of bids, the Town will look for any unbalanced bids to ensure that unit prices are within industry standards and that the Bidders are not charging excessive unit prices for those items the Town will utilize the most. The Town intends to award a Contract to the lowest, responsive and responsible Bidder in accordance with the terms of this IFB and the Town's Procurement Code.

In the award of a Contract pursuant to this IFB, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

19. BID CONSIDERATIONS

The Town, at its discretion, reserves the right to inspect any/all Bidder's facilities to determine their capability of meeting the requirements for this IFB and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Bidder, including the financial position, experience, staffing, equipment, materials, and references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

20. ASSIGNMENT

This IFB and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Contractor, and Contractor may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

21. DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this IFB. Any default under this IFB shall subject Bidder to liability for any and all damages to Town caused thereby. Bidder agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

22. CANCELLATION

Failure on the part of the awarded Bidder to comply with the terms of this IFB and to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Bid security. In that event, the Town may proceed to award the Contract to the next lowest, responsive and responsible Bidder, or to re-advertise the project, and in its sole discretion whenever deemed in the best interests of the Town.

23. RELATION TO PARTIES

It is understood and agreed that nothing contained in this IFB or the Contract shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

24. COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this IFB and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

25. WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

26. INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder.

27. SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the this IFB or any Contract awarded.

28. DEFAULT PROVISION

In case of default by the Contractor, the Town may procure the articles or services from other sources and hold the Bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

29. GOVERNING LAW

The validity of this IFB and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this IFB or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

30. REMEDIES FOR BREACH

Should the selected Contractor fail to perform after Contract execution, the Town shall notify Contractor in writing of such failure to perform and Contractor shall have fourteen (14) days to cure such failure or such shorter time as may be set forth in the Contract. If Contractor fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Contractor for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

31. WRITTEN CONTRACT

The successful Bidder shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this IFB, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this IFB. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council. The successful Bidder further understands and agrees that before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall provide to the Town a certified copy of the recorded Payment Bond required hereunder; and that notwithstanding the terms of the Contract or any other law governing prompt payment for construction services to the contrary, the Town shall not make any payment to the Contractor until the Contractor has recorded the Payment Bond and provided the Town with a certified copy, as required by section 255.05(1)(b), Florida Statutes.

32. USE OF AWARDED BID BY OTHER PUBLIC AGENCIES

The Bidder agrees to allow other public agencies and school districts to purchase items from this contract, at the same terms and conditions as this bid, during the period of time that the awarded contract is in effect.

Any liability created by a purchase order issued by another agency against this contract agreement shall be the sole responsibility of the agency placing the order.

Bidders are requested to indicate on the Bid if they will extend the pricing, terms and conditions of this bid to other government agencies, if the Bidder is the successful vendor. If the successful vendor agrees to this provision, interested agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the Town.

33. PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this IFB and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

34. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractor shall comply with the requirements of 2 CFR §200.321 as applicable to this IFB. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

[End of Section]

GENERAL CONDITIONS

A. DEFINITIONS

Contract: The written agreement between Town and Bidder whose bid has been accepted, covering the Work to be performed, and which incorporates the other Contract Documents to be made a part thereof and as referenced therein.

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Bid: The offer or proposal of a Bidder submitted on the prescribed form(s) and including all information and submission required by the IFB.

Bonds: Bid, performance and payment bonds and other instruments of security.

Change Order: A document which is signed by Contractor and Town and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

Construction Change Directive: A document which is signed by the Town which directs the Contractor to proceed with revised or changed Work, where the Town and Contractor cannot agree on an adjustment in the Contract Price or the Contract Time, or both, issued on or after the Effective Date of the Contract. The subject of a Construction Change Directive may be the basis for a Change Order if later agreed to by the Town and Contractor.

Contract Documents: The Contract, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid), the Bonds if required, these General Conditions, and any Drawings, Exhibits and Attachments referenced in this IFB, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

Contract Price: The monies payable by Town to the Contractor under the Contract Documents as stated in the Contract for the full and timely performance of the Work.

Contract Time: The time within which Contractor must complete the work under the Contract. The Contract Time may be stated in a Notice to Proceed or in a work or task authorization issued by Town.

Contractor: The person, firm or corporation with whom Town has entered into the Contract with for performance of the Work.

Day: Shall mean calendar day, unless otherwise specified.

Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

Effective Date of the Contract: The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver, subject to formal acceptance by the Town Council.

Final Completion: This term shall mean that point at which, as certified in writing by the Town Engineer or other person designated in the Contract, the work is at a level of final completion in strict compliance with the Contract, and that Contractor has furnished all Project-close out documentation including, but not limited to, final lien waivers from Contractor and all lower-tiered subcontractors and suppliers, written

warranties and guarantees, written O&M Manuals, Record as-built drawings, all as required by the Contract Documents.

Project: The whole or any part of the total construction of the Work to be provided under this IFB and the Contract Documents.

Substantial Completion: This term shall mean that point at which, as certified in writing by the Town Engineer or other person designated in the Contract, the work is at a level of completion in strict compliance with the Contract such that the Town or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose, and as defined in the Contract Documents. However, partial use or occupancy of the work shall not necessarily result in the Project being deemed substantially complete, and such partial use or occupancy shall not necessarily be evidence of Substantial Completion.

Town: The Town of Southwest Ranches, Florida.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

B. PRELIMINARY MATTERS

Upon completion of Construction

The Contractor shall notify and request Town for a substantial or final completion inspection. Payment to Contractor will be dependent upon satisfactory completion of the Work and in strict accordance with the Contract Documents.

C. CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, or to any permits and conditions thereof, whether such reference by specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations or permit in effect at the time of executing the Contract, except as may otherwise be specifically stated. Clarifications and interpretations of the Contract Documents may be issued by the Town.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Town in writing at once, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected thereby. Failure to obtain such written interpretation or clarification before proceeding with the Work affected thereby shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation or time, or both, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof as outlined in this section, Item G – “Changes in the Work”, and pursuant to the Contract.

D. PHYSICAL CONDITONS

The Town shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Contractor shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures. By submitting its Bid, Contractor represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Bid.

Contractor shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 2, Item G – “Changes in the Work”.

Contractor shall have full responsibility for reviewing and checking all information and data, for locating all Underground Facilities, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in chapter 556, Florida Statutes, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

E. INSURANCE AND BONDS

Throughout the term of the Contract and for all applicable statutes of limitation periods, Contractor shall maintain in full force and effect all of the insurance coverages as set forth in the terms of this IFB. Also, the Contractor shall provide separate Payment and Performance Bonds for the Project that in all respects comply with (a) the requirements and forms set forth in Florida Statutes, Section 255.05 and (b) the terms of this IFB regarding the amount, duration and recording requirements.

F. CONTRACTOR’S RESPONSIBILITIES

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for construction. Contractor shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

Contractor shall keep on the Project site at all times during the progress of the Work a competent resident superintendent and shall supply competent, suitably qualified personnel to perform construction as required by the Contract Documents. For purposes of communicating the Town’s needs, the resident superintendent must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all OSHA safety requirements while performing the Work. As a minimum, all personnel performing the work subject to this IFB and any Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

All debris removed from the Town must be legally disposed of according to the Town’s Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses,

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costs, and expenses, including, but not limited to, reasonable attorney's fees (at both the trial and appellate levels), to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

The Contractor will be responsible for design, set-up and execution of the Maintenance of Traffic (M.O.T.) operations for work being performed within public rights-of-way. MOT plans for each of the roadway locations shall be included in the applicable items of the Bid Proposal Form and in the Grand Total Bid Price. MOT plans shall be acceptable to the Town and must be prepared by MOT certified personnel in accordance with the current guidelines published in the "Manuals on Uniform Traffic Control Devices", the "Florida Department of Transportation Roadway and Traffic Design Standards" (600 Series), and the "Standard Specifications for Road and Bridge Construction".

No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The Contractor must closely adhere to local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup. Also, all debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations.

If the Bidder intends to use sub-contractors to perform any work pursuant to this IFB, these sub-contractors are subject to prior approval by Town. Contractor shall be fully responsible to Town for all acts and omissions of any sub-contractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Contractor shall keep the Project site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items not designated for removal, relocation, replacement or improvement in the course of construction.

As set forth in the terms of this IFB, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in Bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Contractor to procure all necessary permits and licenses the cost of which shall be deemed included in the Bid price.

G. CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a written Change

Order or written Construction Change Directive. Upon receipt of a Change Order or written Construction Change Directive, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

Change Orders and Construction Change Directives

The Town and Contractor shall execute appropriate Change Orders or Construction Change Directives covering changes in the Work which are ordered by the Town which may include: **1)** additions, deletions or revisions to the scope of services; **2)** acceptance of defective Work under this section, Item I – “Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work”; or **3)** correcting defective Work under this section, Item I – “Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work”.

Surety

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor’s responsibility, and the amount of each applicable Bond may be adjusted accordingly.

H. CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Bid price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities shown in the Bid and Proposal Form are approximate only and are subject to either increase or decrease. The quantities indicated are estimated based on the scope of the project. Unless authorized by the Town by Change Order or Construction Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Bid and Proposal Form and Contract.

Change Order

The Contract may only be changed by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice by the Contractor delivered promptly to the Town (but in no event later than seven (7) days) after the acknowledgement or occurrence of the event giving rise to the claim and stating the general nature of the claim. Within fourteen (14) days thereafter, notice of the amount of the claim with all supporting data shall cover all amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum (which may include an allowance for overhead and profit) or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town shall decide, in its sole discretion, whether to issue and agree to a Change Order, and verbal representations or instructions may not be relied upon by the Contractor.

Unit Prices

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item times the estimated quantity of each item. The estimated quantities of items are not guaranteed.

Each unit price will be determined to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item

I. WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

In addition to any manufacturer's warranties, Contractor warrants and guarantees to the Town that all work will be in strict accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided below.

Owner May Stop the Work

If the Work is defective or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will strictly conform to the Contract Documents, Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of Town to stop the Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

Correction or Removal of Defective Work

If required by Town, Contractor shall promptly, as directed and at its sole expense, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Town, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period

In the event any work is found to be defective within one year after the date of Final Completion, Contractor shall promptly, without cost to Town and in accordance with Town's written instructions, either correct such defective Work, or, if it has been rejected by Town, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be promptly paid by Contractor. Nothing in this IFB or the Contract shall be construed as a limitation on any right or remedy for breach of the Contract or defects in the Work. All rights set forth herein and in the Contract shall be deemed cumulative and in addition to any rights or remedies which may be afforded by Florida law.

Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, the Town prefers to accept it, the Town may do so. Contractor shall bear all direct, indirect and consequential costs attributable to

Town's evaluation of and determination to accept such defective Work (such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Town shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, Town may make a claim therefore as provided in this section, Item H – "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount and consistent with the above will be paid by Contractor to Town promptly upon requests.

Town may Correct Defective Work; Chapter 558, F.S. Not Applicable.

If Contractor fails within a reasonable time, as determined by the Town, after written notice by the Town, to proceed to correct defective Work or to remove and replace rejected Work as required by Town, or if Contractor fails to perform the Work in strict accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Town may, after seven (7) day's written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, Town may exclude Contractor from all or part of the site, take possession of all or part of the Work, suspend Contractor's services related thereto, and take possession of Contractor's tools, appliances, construction equipment, and machinery at the site and incorporate in the Work all materials and equipment stored at the site. Contractor shall allow Town and its representatives, agents and employees such access to the site and Contractor's tools, appliances, construction equipment and machinery as may be necessary to enable Town to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of Town in exercising such rights and remedies will be charged against Contractor in a Change Order that incorporates the necessary revisions in the Contract Documents with respect to the Work; and Town shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the decrease or amount due the Town, Town may make claim therefor as provided in this section, Item H – "Change in the Contract Price or Contract Time" against Contractor and its surety without prejudice to any other right or remedies available to Town and regardless of whether or not the Contract is terminated. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, including paralegals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Notwithstanding the requirements of any bond to the contrary, Contractor and its surety remain liable for all costs and charges in accordance with this paragraph regardless of whether Contractor is terminated.

Chapter 558, F.S. Does Not Apply: The Contractor and the Town understand and agree that chapter 558, Florida Statutes (Construction Defects), shall not apply to the Contract or claims, if any, by the Town arising out of or relating to this IFB or the Contract. The Contractor and the Town further hereby agree to "opt out" of the procedures set forth at chapter 558, Florida Statutes.

J. PAYMENT

The payment to Contractor is for all materials, labor, services, equipment and all else necessary or reasonably inferable to construct and fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

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Contractor shall render all Work to the Town at the quoted prices stipulated in the Bid and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said prices stipulated in Bid Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this IFB and the Contract, and with the same formality and of equal dignity associated with the original execution of the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay said invoice, or such undisputed portion as Town shall determine in its sole discretion.

The Town shall pay the Contract Price to the Contractor in accordance with the procedures set forth in chapter 218.70, Florida Statutes, "Local Government Prompt Payment Act." Progress payments may be submitted by Contractor to the Town for partial completion of the Work, but no more than once monthly, for the period ending at end of the month. Each payment request must be accompanied by all necessary supporting information and documentation. Subject to the provisions of section 218.735, Florida Statutes, each progress payment shall be reduced by ten (10) percent for retainage. The final retainage will be released after Final Completion of the Project, and after Town's receipt of acceptable reports and other Project-close out documentation required by the Contract Documents, including but not limited to certification of Contractor's payment to all lower-tiered subcontractors and suppliers providing labor, materials or services on the Project, but no earlier than 30 days of the Contractor's last progress payment request.

The Contractor's final payment request must be accompanied by written notice from Contractor that the entire Work has been completed in strict accordance with the Contract Documents. The Town will make a final inspection and notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective; provided however, that nothing herein shall waive or release claims for latent defects or the Contractor's obligations to correct defective work set forth hereinabove. Contractor shall immediately take such measures as are necessary to remedy such deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with Section I above, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed in connection with the Work or there are other items entitling the Town to set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property; provided however, that Contractor shall nonetheless be required to furnish partial and final releases of liens and other

evidence as may be deemed acceptable by the Town to confirm that all lower-tiered subcontractors and suppliers on the Project have been paid.

K. SUSPENSION OF WORK AND TERMINATION

The Town may, at any time and without cause, suspend Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor. Contractor shall resume work on a date so determined by the Town. Contractor shall not be allowed an increase in the Contract Price for any such suspension lasting not more than ninety (90) days. If, through no fault of Contractor, the Work is suspended for a period of more than ninety (90) days, then Contractor may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice to the Town including reasonable overhead and profit thereon except as otherwise limited by this IFB or the Contract; provided however, that in no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed. The Town may terminate all Work if Contractor violates in any substantial way any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract, terminate the services of the Contractor, exclude Contractor from the site, take possession of the Work including Contractor's tools, appliances, construction equipment and machinery, and finish the Work as the Town may deem expedient under the circumstances. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs of completing the Work (including correction of defective Work) exceed such unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive bids for the Work except as may otherwise be required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for defective Work or otherwise and such payment shall not be evidence of acceptance of any defective Work.

Upon written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract for the convenience of Town. In such case, Contractor shall be paid for all Work executed and any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

L. EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

M. EQUIPMENT STORAGE AND MOBILIZATION

The Contractor must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents, and shall be responsible for the storage of

all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties.

N. HOURS OF OPERATION

The Contractor shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 7:00 p.m.

The Contractor may be required to perform additional roadway repair and traffic signs maintenance work after regular work hours (7:00 P.M. – 7:00 A.M.) Such work shall be performed only after issuance of a pre-approved work authorization or purchase order by the Town.

O. CONTRACTOR'S PERFORMANCE

The Contractor shall perform the regular maintenance work in accordance with the stipulated performance criteria below; or as identified in the task or work authorization within stipulated calendar days from the effective date of a Notice to Proceed, and shall diligently continue its performance until final completion of the task.

- i. Criteria Related to Pavement Repair Type 1- Repair of Potholes, Each Pothole with a Surface Area 0.12 Square Yard [One (1) Square Foot] or Less:
 - The Contractor shall within five (5) work days from issuance of a service request notification (approved work authorization or purchase order) by the Town, send a work crew to conduct the street repairs or pothole repairs and perform the repairs continuously until completed.
 - A service request notification issued by the Town after 2:00 P.M. will be considered as received by the Contractor on the following work day.
 - Any required correction of a performed repair work is considered as part of the original work authorization. The Contractor shall within two (2) work days from notification by the Town, send a work crew to correct the work previously performed.

- ii. Criteria Related to Pavement Repair Type 2 - Repair of Potholes, Each Pothole or Project with a Surface Area Over 0.12 Square Yard [One (1) Square Foot] but Less than 10 Square Yards;
 - The Contractor shall within five (5) work days from service request notification (approved work authorization or purchase order) by the Town, send a work crew to conduct the street repairs or pothole repairs; and perform the repairs continuously until completed.
 - A service request notification issued by the Town after 2:00 P.M. will be considered as received the following work day.
 - Any required correction of a performed repair work is considered as part of the original work authorization. The Contractor shall within two (2) work days from notification by the Town, send a work crew to correct the work previously performed.

- iii. Criteria Related to Pavement Repair Type 3 - Small Quantity Street Paving (Paving Area 10 Square Yards up to 1,000 Square Yards):
 - The Contractor shall within five (5) work days from service request notification by the Town, submit a written cost estimate for the identified work/s.

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- The Contractor shall commence small quantity pavement repair within seven (7) work days from the issuance of a notice to proceed or an approved purchase order; and perform the work continuously until completed.
- Any required correction of a performed repair work is considered as part of the original work authorization. The Contractor shall within five (5) work days from notification by the Town, send a work crew to correct the work previously performed.

iv. Criteria for Traffic Signs and Pavement Markers Maintenance:

- The Contractor shall replace/repair a Stop Sign within four (4) hours from service request notification by the Town. A Contractor's performance to meet a service request notification to install, replace or repair a Stop Sign issued by the Town after 7:00 P.M. will be considered as non-standard hours.
- The Contractor shall replace/repair/install a traffic control sign except the installation of a new Stop Sign, within forty-eight (48) hours from service request notification by the Town.
- Installation of pavement markings shall be completed within fourteen (14) work days from date of service request.
- Leaning or downed signs, which do not require fabrication of a new sign, shall be repaired within ten (10) work days.
- Any required correction of a performed repair work is considered as part of the original work authorization. The Contractor shall within five (5) work days from notification by the Town, send a work crew to correct the work previously performed. Correction of a Stop Sign installation shall be performed within four (4) hours of notice from the Town.

v. Criteria Related to Maintenance Work Other than Repair Types 1, 2 or 3 above:

- The Contractor shall submit a written cost estimate for the identified work/s for Town review and approval, within five (5) work days from service request notification by the Town.
- The Contractor shall commence the drainage system repair or other maintenance work within the number of calendar days as indicated in the notice to proceed or an approved purchase order; and perform the work continuously until completed.
- Any required correction of a performed repair work is considered as part of the original work authorization. The Contractor shall within five (5) work days from notification by the Town, send a work crew to correct the work previously performed.

[End of Section]

TENTATIVE SCHEDULE OF EVENTS

The **tentative schedule** of events relative to this procurement shall be as follows. Town reserves the right to modify the tentative dates.

<u>Event</u>	<u>Date</u>
1. Issuance of Invitation for Bids	Friday, August 3, 2018
2. Non Mandatory Pre-Bid Meeting	Friday, August 17, 2018 @ 11:00 a.m.
3. Deadline for Request for Clarification	Thursday, August 30, 2018 @ 12:00 noon
4. Bids Due / Opening of Bids	Thursday, September 6, 2018 @ 11:00 a.m.
5. Completion of Bid Evaluations	TBD
6. Award of Contract (Town Council Action)	TBD
7. Pre-Construction Meeting	TBD
8. Issue Notice to Proceed (NTP)	TBD

[Remainder of page intentionally left blank]

EVALUATION AND SELECTION CRITERIA

The evaluation, selection and award shall be made to the lowest responsive and responsible bidder whose bid is determined in writing to be the most advantageous to the Town.

The Town, at its sole discretion, reserves the right to split the award of the base bid and the additive bid to different bidders, and to the extent deemed by the Town to be in its best interests.

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BID SCHEDULE

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addenda, if issued, for the lump sum price shown below.

Bid Item	FDOT Spec Section No.	Description	Qty	Unit	Unit Price	Price
1	330	Pavement Repair Type 1	100	EA	\$_____	\$_____
2	330	Pavement Repair Type 2	100	EA	\$_____	\$_____
3	330 / 334	Pavement Repair Type 3 – Small Quantity Street Paving: 1 1/4" ave. thk; per FDOT Flexible Pavement Design Manual	20	Ton	\$_____	\$_____
4	-	M.O.T. for Pavement Repairs Type 1 or 2 located in three Collector Roads: Dykes Rd, SW 172nd Ave, and Stirling Road from Volunteer Road to Flamingo Road. This pay item is additive to Item 1 or 2 for work performed in the three collector roads.	4	EA	\$_____	\$_____
5	330	Asphalt, Structural/Leveling, per FDOT Flexible pavement Design Manual	100	Ton	\$_____	\$_____
6	285-7	Optional Base Course, Limerock, 8" thk., 98% Max Dry Density (T-180); Min LBR 100	120	SY	\$_____	\$_____
7	210	Rework Limerock Base Course, 8" thk., 98% Max Dry Density (T-180); Min LBR 100	240	SY	\$_____	\$_____
8	285	Optional Base, Milled Asphalt, 8" thk	120	SY	\$_____	\$_____

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9	285	Optional Base, Crushed Conc., 8" thk	120	SY	\$_____	\$_____
10	-	Pavement Crack Asphalt Sealing, Up to 1 1/2" gap width.	100	LF	\$_____	\$_____
11	430-982123	Mitered End Section (M.E.S.), 15", concrete Round Pipe; with concrete slab	2	EA	\$_____	\$_____
12	430-982123	Mitered End Section (M.E.S.), 18", concrete Round Pipe; with concrete slab	2	EA	\$_____	\$_____
13	430-982123	Mitered End Section (M.E.S.), 24", concrete Round Pipe; with concrete slab	2	EA	\$_____	\$_____
14	425-1531	Inlet, Mod. Ditch Bottom, Type C, <5' depth; w/ conc. apron;	1	EA	\$_____	\$_____
15	425-1531	Inlet, Mod. Ditch Bottom, Type C, 5' to <10' depth; w/ conc. apron;	1	EA	\$_____	\$_____
16	425	Inlet, Mod. Ditch Bottom, Type E, <5' depth; w/ conc. apron;	2	EA	\$_____	\$_____
17	425	Inlet, Mod. Ditch Bottom, Type E, 5' to <10' depth; w/ conc. apron;	2	EA	\$_____	\$_____
18	430-175115	Drainage Pipe, 15" RCP	40	LF	\$_____	\$_____
19	430	Drainage Pipe, 15" ADS	40	LF	\$_____	\$_____
20	430-17-5101	Drainage Pipe, 18", RCP	40	LF	\$_____	\$_____
21	430	Drainage Pipe, 18", RCP	40	LF	\$_____	\$_____
22	430-17-51002	Drainage Pipe, 24", RCP	180	LF	\$_____	\$_____

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23	430	Drainage Pipe, 24" ADS	180	LF	\$_____	\$_____
24	430-17-51002	Drainage Pipe, 36", RCP	40	LF	\$_____	\$_____
25	430	Drainage Pipe Culvert, 36" ADS.	40	LF	\$_____	\$_____
26	530	End Wall, Riprap for a 18" Pipe	1	EA	\$_____	\$_____
27	530	End Wall, Riprap for a 24" Pipe	1	EA	\$_____	\$_____
28	530	End Wall, Riprap for a 36" Pipe	1	EA	\$_____	\$_____
29	400-1-2	Endwall, Conc. Class I, 18" Pipe, L<12'	1	EA	\$_____	\$_____
30	400-1-2	Endwall, Conc. Class I, 24" Pipe, L<12'	1	EA	\$_____	\$_____
31	400-1-2	Endwall, Conc. Class I, 18" Pipe, L<15'	1	EA	\$_____	\$_____
32	400-1-2	Endwall, Conc. Class I, 24" Pipe, L<15'	1	EA	\$_____	\$_____
33	536 Index 400	Alternate: Guardrails Construction, Standard Steel W-Beam, Steel Post, timber block;	75	LF	\$_____	\$_____
34	536	Guardrails Shop Bent, per panel	2	Panel	\$_____	\$_____
35	536 Index 400	Guardrails End: Anchor Rod Assembly	4	EA	\$_____	\$_____
36	536 Index 400	Guardrail End Treatment, Rounded,	4	EA	\$_____	\$_____
37	104-11	Floating Turbidity Barrier, Index 103	200	LF	\$_____	\$_____
38	104-12	BMP's, Silt Curtain	1000	LF	\$_____	\$_____
39	162	Fill (Organic, Preparation for Grass Placement)	50	CY	\$_____	\$_____

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40	120-3	Swale Grading	400	CY	\$ _____	\$ _____
41	981-3	Grass Sod, Bahia	2000	SY	\$ _____	\$ _____
42	981-3	Grass Sod, Floratam	1000	SY	\$ _____	\$ _____
43	107	Litter Removal & Disposal; One service worker; 2 Hours Min.	50	HR	\$ _____	\$ _____
44	-	Sand Application to a Spill Area; One service worker; 2 Hrs. Min.	5	HR	\$ _____	\$ _____
45	-	Bollards for Fire Well	10	EA	\$ _____	\$ _____
46	-	Sidewalk; concrete; 4 inches thick	30	SY	\$ _____	\$ _____
47		Truncated Dome Panel, 24"x36", yellow, meeting ADA.	4	EA	\$ _____	\$ _____
48	-	Non-Standard Work Hour Factor (Percent additive to Unit Price)	-	-	% _____	XXXXXXXXXX
49 thru 53	-	None - - Intentionally Left Blank				
		TOTAL BASE BID: (Sum of Items 1 thru 53)				\$ _____

Proposer's Name _____

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Additive Bid: "Traffic Signs Maintenance Services"

54	0700	Furnish & Install (F&I) New Stop Sign (R1-1, 30") and Single U-channel Post.	12	Assembly	\$ _____	\$ _____
55	0700	F&I New Stop Sign Blade (R1-1, 30") on Extg. U-Channel Post.	2	EA	\$ _____	\$ _____
56	0700	Furnish & Install (F&I) New Speed Limit Sign (e.g. R2-1, 30") and Single U-Channel Post.	12	Assembly	\$ _____	\$ _____
57	0700	F&I New Speed Limit Sign Blade (e.g., R2-1, 30") on Extg. U-Channel Post.	2	EA	\$ _____	\$ _____
58	0700-2011	F&I New Misc. Sign (Not Listed as a Separate Bid Item) and Single U-Channel Post (Less than 12 SF).	10	Assembly	\$ _____	\$ _____
59	0700-2011	F&I New Misc. Sign (Not Listed as a Separate Bid Item) and Single U-channel Post (12 to 25 SF).	10	Assembly	\$ _____	\$ _____
60	0700-2060	Remove Existing Sign (Less than 12 SF) & Single U-channel Post.	5	Assembly	\$ _____	\$ _____
61	0700-2160	Remove Existing Sign (12 to 25 SF) & Multi-Post.	5	Assembly	\$ _____	\$ _____
62	0700	Repair Sign (Less than 12 SF) w/ Single Post: Straighten Assembly Only.	50	EA	\$ _____	\$ _____
63	0700	Repair Sign (12 to 25 SF) Multi-Posts: Straighten Assembly Only.	20	EA	\$ _____	\$ _____

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64	0700	F&I New Misc. Sign Panels (Less than 12 SF) on Extg. Post.	20	EA	\$_____	\$_____
65	0700	F&I Single Post; for Sign Blade (Less than 12 SF).	20	EA	\$_____	\$_____
66	0700	F&I Single Post; for Sign Blade (12 to 25 SF).	10	EA	\$_____	\$_____
67	0700	F&I Street Name Signs Assembly: Two Signs on Cross Piece Bracket/Hardware, Each Single Blade-Back to Back, Signage.	30	Assembly	\$_____	\$_____
68	0700	F&I Street Name Sign on Existing Post; One Blade Only, Each Single Blade w/ Back to Back Signage; Incl. Hardware.	10	EA	\$_____	\$_____
69	0700	(Intentionally Left Blank)				
70	0705	F&I Object Marker Sign: OM1-1/ OM1-2/ OM1-3C; Excl. Post	48	EA	\$_____	\$_____
71	0705	F&I Object Marker Sign: OM2-2H/ OM2-2V; Excl. Post	48	EA	\$_____	\$_____
72	0705	F&I Object Marker Sign: OM-3L / OM-3R / OM-3C; Excl. Post	36	EA	\$_____	\$_____
73	0705	F&I Object Marker Sign: OM4-1/ OM4-2; Excl. Post	12	EA	\$_____	\$_____
74	-	F&I Traffic Delineators, Flexible. 36", Pavement Mount	100	EA	\$_____	\$_____
75	-	F&I Traffic Delineators, Flexible. 36", Ground Mount	20	EA	\$_____	\$_____

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76	0711-11222	F&I Pavement Striping, 6"; Solid, Yellow, Thermoplastic	2500	LF	\$ _____	\$ _____
77	0711-11222	F&I Pavement Striping, 6", Solid, White, Thermoplastic.	5000	LF	\$ _____	\$ _____
78	0711-11142	F&I Pavement Striping, 6", Skip, White. Thermoplastic.	500	LF	\$ _____	\$ _____
79	0711	F&I Pavement Striping, 6", Skip, Yellow, Thermoplastic.	500	LF	\$ _____	\$ _____
80	0711-11170	F&I Pavement Marking Directional Arrows, Thermoplastic. (96" Height)	4	EA	\$ _____	\$ _____
81	0711	F&I Pavement Striping, 12", Solid, White, Thermoplastic	240	LF	\$ _____	\$ _____
82	0710	Alternate: Pavement Striping, 6", White, Solid, Paint.	5000	LF	\$ _____	\$ _____
83	0710	Alternate: Pavement Striping, 6", Yellow, Solid, Paint.	2500	LF	\$ _____	\$ _____
84	0711	F&I Pavement Striping, Thermo, Speed Hump Chevron, White, Solid, 6",	280	LF	\$ _____	\$ _____
85	0711	Removal of Pavement Striping, 6" & Marking, (Thermo)	500	LF	\$ _____	\$ _____
86	0711	F&I Pavement Message, Miscellaneous; Thermoplastic (96" Height)	4	EA	\$ _____	\$ _____
87	0710	Pavement Directional	6	EA	\$ _____	\$ _____

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		Arrows, Paint, 96" Height				
88	0706-3	F&I Raised Pavement Markers (RPM), Yellow/Yellow, 4"x4".	40	EA	\$ _____	\$ _____
89	0706-3	F&I Raised Pavement Markers (RPM) (Blue/Blue), 4"x4". F & I Hydrant Marker, Reflective, Blue.	5	EA	\$ _____	\$ _____
90	0521	Barrier Wall (Jersey Barrier, Concrete, Usage only.	5	Each/Day	\$ _____	\$ _____
91	0521	Barrier Wall (Jersey Barrier, Plastic, Usage only.	5	Each/Day	\$ _____	\$ _____
92	-	Cones, Orange, 36", w/ reflective tapes, Usage Only	20	Each/Day	\$ _____	\$ _____
93	-	Barricade, Type I, Usage Only	20	Each/Day	\$ _____	\$ _____
94		Barricade, Type II, Usage Only.	20	Each/Day	\$ _____	\$ _____
95		Barricade, Type III, w/ light, Usage Only	20	Each/Day	\$ _____	\$ _____
96		Variable Message Sign (VMS) Board, trailer mounted, Usage Only	10	Each/Day	\$ _____	\$ _____
97		Guardrail Delineator, 7 Sq. In. reflective area.	50	Each/Day	\$ _____	\$ _____
98		Sign Cleaning	20	EA	\$ _____	\$ _____
99		Non-Standard Work Hour Factor (Percent additive to Unit Price)	-	-	% _____	XXXXXXXXXX
		TOTAL ADDITIVE BID: (sum of Items 54 thru 99)				\$ _____

THE TOWN AT ITS SOLE DISCRETION MAY AWARD THE ADDITIVE BID SEPARATELY TO ANOTHER BIDDER.

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The quantities indicated in the Bid and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the bid form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the bid as Principal or Principals is/are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder shall furnish prices for all Bid items. Failure to do so may render the Bid invalid and cause its rejection. Also, evidence that the Bidder holds appropriate licenses to perform the Work which is the subject of this Bid, and as required by Florida Statutes and Local law, must be submitted along with the Bid. Bidders must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All applicable federal, state and local taxes, permit fees, insurance, and performance and payment bonds are included in the Bid price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

Both the Bidder and the licensee shall fill in the information on next page, pursuant to chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the Bidding Company, Corporation or Partnership. If the Bidder is an individual, he must be licensed. (Please print or type, excluding signatures).

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NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

BIDDER'S PHONE NUMBER: Office: _____ Cell: _____

BIDDER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

Title: _____ (If the Bidder is a Corporation, affix corporate seal)

DRUG FREE WORKPLACE

Bidders must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

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

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

BIDDER'S SIGNATURE: _____

BIDDER: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

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includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BIDDER: _____

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES
IFB No. 18-005

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES
IFB No. 18-005

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____,

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

(Notary Signature)

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES
IFB No. 18-005

By: _____

Title: _____

IN PRESENCE OF: _____
(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

SURETY: _____

By: _____

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent: _____

Name: _____

Date: _____

GOVERNMENTAL CONTACT INFORMATION

Please list **NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON

BIDDER: _____

**ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

_____, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

BIDDER: _____

BIDDER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Bidder, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation for Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the Bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation for Bids.

All license, certificate and experience requirements must be met by the Bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by Bidders who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, Bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder: _____

Bidder's Name: _____

Bidder's Address: _____

Bidder's Phone Number: _____

Bidder's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this IFB):

BIDDER: _____

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES
IFB No. 18-005

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____ of _____ (Bidder), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

Name of Notary Public: (Print, Stamp, or type as Commissioned)

BIDDER: _____

BIDDER EXPERIENCE QUESTIONNAIRE

The Bidder's response to this questionnaire will be utilized as part of the Town's Bid Evaluation and Contractor selection. Bidders must have current licensures applicable to this type of work and must have experience on comparable work.

List comparable contract experience and client references:

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

BIDDER: _____

ACKNOWLEDGEMENT OF ADDENDA

Bidder shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3 _____

Addendum No.4 _____

[Remainder of page intentionally left blank]

BIDDER: _____

LIABILITY CLAIMS

Please list the following information for **all** Liability Claims for the past ten (10) years:

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____
7. If applicable:
 - a. Insurance Agent / Carrier Name: _____
 - b. Insurance Agent / Carrier Signature: _____

BIDDER: _____

ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:
 - a. 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, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. 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.
2. 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.
3. 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.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

SIGNATURE:

DATE

INSERT W – 9

1 page

STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Mara Semper, Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

or

Email: msemper@southwestranches.org

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications “too tight” (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? Yes No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____

FINANCIAL STATEMENTS

Please include the past two years of the bidder's financial statements or tax returns.

TECHNICAL RESOURCES

List all staff members that will be assigned to the Town including, but not limited to executive and technical staff. Bidder shall identify the primary contact person and professional and supervisory personnel who would work on the Project with emphasis on their experience with similar projects.



EXHIBIT "A"
AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND

FOR

**CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS
MAINTENANCE SERVICES**

IFB No. 18-005

AGREEMENT FOR
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE
SERVICES

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 201_ by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and _____ (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to _____ (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. _____ on _____, 201_ (“IFB”); and

WHEREAS, __ bids were received by the Town on _____, 201_; and

WHEREAS, the Town has adopted Resolution No. 201_ - ____ at a public meeting of the Town Council approving the recommended award and has selected _____ for award of the Project.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 Contractor’s work shall be provided to Town based solely upon written requests provided by the Town Administrator or designee in advance of Contractor providing any of the Work (“Work Authorizations”). In general, the Work shall include roadway repairs and traffic signs maintenance services including roadway pothole repairs, small quantity paving, drainage pipes and inlet repairs, drainage swale repairs, installation or restoration of pavement markers and striping, and traffic signs

repairs and installation, all more specifically described in Exhibit “B.” Work performed by the Contractor without Work Authorization shall be performed at Contractor’s sole cost and expense and Contractor shall not be entitled to receive compensation from the Town for such Work.

1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year(s) from the Final Completion Date (as defined below). If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

Section 2: Term of this Agreement and Agreement Time

2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES

2.2 The term of this Agreement shall be three (3) years from the date of the last signatory of this Agreement. This Agreement may be extended for up to three (3) additional one (1) year periods, and at the sole discretion of the Town Administrator.

2.3 Town and Contractor agree that Contractor shall perform Work under this Agreement within the time set forth in a Notice to Proceed or the Work Authorization for such Work. Time is of the essence in the performance of the Work.

2.4 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”

2.5 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.

Section 3: Compensation & Method of Payment

3.1 Contractor shall render all Work to the Town under the Agreement pursuant to executed Work Authorizations and each Work Authorization Price shall be determined by utilizing the unit prices at the quoted prices stipulated in the portion of Exhibit “B” consisting of the Contractor’s Bid and Town shall pay Contractor for completion of the Work in accordance with the Contract Documents at said price stipulated in the Work Authorization.

3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and

conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.

- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4 Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.
- 3.5 A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with the Contract Documents, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of

the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the Town to a set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

No assignment of this Agreement or of the Work hereunder by Contractor shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability by the Town to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)**

per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars (\$2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. **ENVIRONMENTAL POLLUTION INSURANCE:**
The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.

6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate

limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.
- 6.19 **BOND.** The Contractor shall provide a performance bond and payment bond for the Project (the "Bonds") that in all respects comply with the requirements of the IFB. The payment bond shall be in a form that complies with Florida Statute §255.05. The Bonds shall guarantee to the Town the completion and performance of the Work, as well as full payment of all suppliers, material men, laborers, or subcontractors employed for the Work, as set forth in each Work Authorization for which such Bonds are required. The Performance Bond shall continue in effect as to the liability of the Surety to the Town

for five year(s) after completion of such Work, and as to the liability of the Contractor to the Town, up to the latent defect period set forth in section 95.11(3)(c), Florida Statutes. The Payment Bond shall continue in effect as to the liability of the Surety and Contractor to suppliers, material men, laborers, or subcontractors for the period required under section 255.05, Florida Statutes. Additionally, prior to commencement of such Work, Contractor shall ensure that the Payment Bond is recorded in the public records of Broward County and provide the Town with evidence of such recording. Notwithstanding any "Prompt Payment" laws to the contrary, Town shall be under no obligation to make payment to Contractor unless and until the Payment Bond is so recorded, in accordance with section 255.05, Florida Statutes.

Notwithstanding the specific minimum performance and payment bond, and insurance requirements set forth in this Continuing Contract, the Town may require that the Contractor procure additional insurance coverage and limits for a specific Work Authorization, and up to the amount equivalent to 100% of the Work Authorization price. The added cost for the bond and insurance coverage, if required by the Town, may be included in the total compensation to be set forth in the Work Authorization price schedule set forth in Section 3 hereof.

Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement; and Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 8: Laws and Regulations

Contractor agrees to abide by all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

All federal, state and local taxes relating to the Contractor's Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by the Contractor.

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex,

national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which any Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Town's Sovereign Immunity defense or any other of the Town's immunities and limitations on liability as provided for in Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal at all levels, the prevailing party shall be entitled to recover the reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 14: No Third Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16: Manner of Performance

Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's

contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this IFB and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

- B. Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Agreement;

4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.
6. Contractor's violation of Section 33M of this Agreement.

Section 19: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

Section 20: Use of Awarded Bid by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.

Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.4.2.

Section 27: Days

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

Section 29: No Amendment or Waiver

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to

5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

If to Contractor:

Section 33: Miscellaneous

A. Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.

B. Audit and Inspection Rights and Retention of Records. Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3)

years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

C. Independent Contractor. Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

D. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

E. Contingency Fee. 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 a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

F. Materiality and Waiver of Breach. Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any

breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. 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.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- L. Other Requirements.** To the extent applicable to any emergency or disaster related work for which Town is or may be eligible for reimbursement from the Federal Government, or to the extent applicable to any work for which Town receives State or Federal funds, Contractor agrees to adhere to and be bound by all applicable Federal, State, and Local requirements to enable Town to receive such reimbursement or funds, including but not limited to the requirements set forth in Exhibit “E”.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES
IFB No. 18-005

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2018.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____ (title)
___ day of _____ 201_

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
___ day of _____ 201_

By: _____
Andrew D. Berns, Town Administrator
___ day of _____ 201_

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

EXHIBIT “B”
Specifications for Work Items in the Bid and Proposal Form

SUMMARY OF SERVICES

The work includes, but not be limited to the furnishing of all labor, materials, tools, equipment, machinery, services, all else necessary for proper roads maintenance which for the purposes of this bid, shall include repairs or pavement, traffic control signs, pavement markers and striping, guardrail installation and repairs, drainage, litter collection, maintenance of traffic, and other miscellaneous work as required by the Town. The Contractor may be required to provide service during non-standard hours, 7:00 P.M. to 7:00 A.M.; during a community event; or after a disaster event to supplement the Town’s emergency management.

PROJECT LIMITS

The project limits of services under this contract will include all of the public roads rights-of-way and easements within the Town boundaries, including areas of responsibility and obligations of the Town of Southwest Ranches. This includes all parks and other facilities of the Town.

CONTRACTOR QUALIFICATIONS

The Bidder shall be a general contractor for the type of work specified with license through the State of Florida and Broward County. The Bidder shall submit along with his bid evidence that the Bidder holds appropriate licenses and certifications to perform the work specified under this Bid, and as required by Florida Statutes and Local law. Bidders must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, and as set forth herein. The Contractor shall possess the following:

- General Contractor Certification by the State of Florida Department of Business and Professional Regulation (DBPR).
- Underground & Excavation Contractor Certification by the State of Florida Department of Business and Professional Regulation (DBPR).
- A Certificate of Competency for Primary Pipeline (1A: Water, Sewer, Drainage) and Minor Roads (3B: Asphalt, Concrete) by Broward County.

The Contractor’s project manager or construction supervisor assigned to the Town shall possess the following certification:

- Erosion and Sediment Control.
- Illicit Discharge Detection and Elimination (IDDE).
- Basic or Advanced Maintenance of Traffic (M.O.T.).

SPECIAL REQUIREMENTS:

1. The President/Chief Operating Officer of the contracting firm must be available to participate in meetings with the Town within 24 hours of notification.
2. The Contractor shall comply with all OSHA safety requirements while working in the Town's road rights-of-way. All personnel working in the Town's rights-of-way will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests.
3. For purposes of good communications the Contractor shall assign an onsite job supervisor/superintendent who can read, write, and speak English, and able to distinguish colors.
4. The Contractor shall assign an employee as a contact person on call on non-standard hours (7:00 P.M. to 7:00 A.M.), for emergency purposes.
5. Fuel, oils, solvents, or similar materials shall not be disposed of in any catch basins or on the ground. The Contractor must adhere to local, State, and Federal requirements. Contractor is responsible for its non-compliance penalties, and any site cleanup.
6. All debris removed from any project site must be properly and legally disposed of according to the Town's Code of Ordinances, Broward County Code of Ordinances and other Local, State and Federal regulations.

SATELLITE MATERIALS STORAGE AND STAGING FACILITY:

The Contractor must operate at least one dedicated materials storage and staging site fully capable of servicing the Town's needs. This site must be located within **thirty five (35) miles** of the Town of Southwest Ranches. The distance is a radius measured from the Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330.

EQUIPMENT:

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Southwest Ranches. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. The Town of Southwest Ranches reserves the right to inspect and evaluate all of the Contractors' equipment prior to award of Bid, but is not required to do so.

GENERAL SPECIFICATIONS:

The item descriptions below are provided for the limited purposes set forth in this Invitation for Bid (IFB) and may not include all items and materials needed to complete the work. The Contractor shall furnish all labor, materials, equipment, and all else necessary to complete the project in accordance with the requirements of the Town of Southwest Ranches; Broward County; Florida Department of Transportation (FDOT) Specifications for Road and Bridge, latest edition; 2010 FDOT Design Standards; the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2010 edition; and A Guide for Local Highway and Street Maintenance Personnel, FHWA, January 2010.

Specifications indicated under each item below are additional requirements and or clarification.

Maintenance of Traffic Operations:

The Contractor will be responsible for maintenance of traffic (M.O.T.) operations for work being performed within the road rights-of-way. MOT plans shall be prepared and operations shall be under the supervision by a MOT certified personnel and must be in accordance and conform to the current edition of the FDOT Roadway and Traffic Design Standards Index (Index 600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. There will be no separate pay item for Maintenance of Traffic (M.O.T.), except as indicated in Bid Item 4 for work in the three identified collector roads. The Contractor may include this cost prorated into the Unit Cost for various pay items.

Mobilization and Demobilization:

The Contractor shall be responsible for costs incidental to the project, e.g., costs for insurance, dewatering and other permit fees, portable toilets (portalets), on-site offices, safety measures, compliance with notification requirements of NPDES, site restoration, etc. There will be no separate pay item for Mobilization and Demobilization. The Contractor may include this cost prorated into the Unit Cost for various pay items.

Item No. 1 Road Repair, Type 1:

This item consists of repair to roadway pavement such as a pothole repair with surface area up to one square foot. This work consists of preparation of the pothole, application of tack coat, filling in with asphalt material, and compaction. The finished level of asphalt fill shall be even with the existing pavement. Tolerance is equivalent to 1/8 inch. The bid unit cost shall include mobilization, demolition and maintenance of traffic. Materials and construction methods shall be in accordance with FDOT standard specifications. This pavement repair may be performed using Cold Patch Mix meeting the latest FDOT Flexible Pavement Design Manual Asphalt Mix as directed by the Town.

Item No. 2 Road Repair, Type 2:

This Item consists of repair to a roadway pavement such as a pothole repair with surface area greater than one square foot but less than 10 square yards. This work consists of preparation of the pothole, including the saw-cut, application of tack coat, filling in with hot mix asphalt material, and compaction. In this type repair the pothole preparation for paving shall included saw cut of the pothole into a square area with the cut edge two (2") inches from the edge of the pothole. The finished level of asphalt fill shall be even with the existing pavement. Tolerance is equivalent to 1/8 inch. The bid unit cost shall include mobilization, demolition and

maintenance of traffic. Materials and construction methods shall be in accordance with FDOT standard specifications.

Item No. 3 Road Repair, Type 3:

This Item consists of repair to roadway pavement by applying limited paving. This limited paving work may be authorized for work 10 square yards up 1,000 square yards. This work consists of preparation of the repair area including removal of grass and loose materials, compaction of the base course, application of tack coat, and application of the asphalt surface course and compaction. The finished level of asphalt fill shall be even with the existing pavement. Tolerance is equivalent to 1/8 inch. The bid unit cost shall include mobilization, demolition and maintenance of traffic. Materials and construction methods shall be in accordance with FDOT standard specifications.

This pavement repair or miscellaneous pavement construction will be performed using the latest FDOT Flexible Pavement Design Manual Asphalt Mix or equivalent Superpave (SP) asphalt mix. The Contractor will be required to submit a Plant Mix Certification prior to contract execution. Miscellaneous pavement construction will be on a unit price basis and must be approved by the Town prior to performing the work.

Item No. 4 M.O.T. for Each Pavement Repair Type 1 or 2 Located in the Three Collector Roads:

In this Item the Contractor will be responsible for any additional maintenance of traffic (M.O.T.) operations for pavement repair work being performed within the road rights-of-way of three identified Collector roads: Dykes Road, from Sheridan Street to Griffin Road; SW 172nd Avenue, from Sheridan Street to Griffin Road; and Stirling Road, from Volunteer Road (SW 148th Avenue) to Flamingo Road. The Contractor shall perform the work under the supervision by a M.O.T. certified personnel and must be in accordance and conform to the current edition of the FDOT Roadway and Traffic Design Standards Index (Index 600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. This pay item for Maintenance of Traffic (M.O.T.) is additive to the pay item 1 or 2 for work performed in any of the identified collector roads. The cost of M.O.T. for a Repair Type 3 will be determined during the development of the scope of work for the specific project.

Item No. 5 Asphalt Leveling Course:

This item includes preparation of the roadway surface prior to application of the asphalt surface overlay. Preparation of the roadway shall include, but not be limited to, removing of grass over existing roadway, removing existing pavement markers, repairing irregularities in the pavement surface, and filling low spots or potholes with compacted rock base or additional asphalt (compacted rock base may not be placed in lifts less than 6 inches loose thickness). Asphaltic leveling course shall be as shown on plans or specified by Town Engineer.

Prior to placement of the asphaltic wearing surface course overlay, the roadway shall be proof rolled to identify any soft or yielding areas that require further repair. In addition, some excavation and/or milling will be required at the transition to existing asphalt near intersections and other adjacent thoroughfares.

Item No. 6 Base Course, Limerock:

The project area preparation includes removal of grass, organic or yielding subsurface material prior to placement of limerock base course. The thickness for the base course shall be 8 inches or as specified by the engineer, with minimum limerock bearing ratio (LBR) of 100 and compacted meeting a standard proctor maximum dry density of 98% per ASHTO T-180.

Item No. 7 Rework Limerock Base:

This work shall be performed in accordance with FDOT standard specifications. The Town may also use this work for restoration and stabilization of roadway shoulders. The unit cost for this item shall include all else necessary to complete the work, including M.O.T. and compaction testing.

Item No. 8 & 9 Optional Base Course:

This work shall be performed in accordance with FDOT standard specifications. The unit cost for this item shall include all else necessary to complete the work, including M.O.T. and compaction testing.

Item No. 10 Pavement Crack Asphalt Sealing:

This work shall be performed in accordance with FDOT standard specifications. The unit cost for this item shall include all else necessary to complete the work, including M.O.T. testing.

Item No.11 thru 13 Mitered End Section (M.E.S.) for Drainage Pipes:

This work item shall conform to FDOT Index 273 without grates. This pay item shall include the cost for excavation, backfill and all else necessary to complete the work. The installation of grass sod around the M.E.S. will be paid under separate pay item.

Item No. 14 thru 17 Ditch Bottom Inlets Type C and Type E (<5' and 5' to <10 ft.):

The ditch bottom inlet shall include a concrete collar/apron as shown on plans. The unit price for this item includes the cost for the collar/apron, excavation, bedding and backfilling for the structure. The work shall include dewatering or any method utilized to provide proper construction conditions and a safe work area to complete the work. There will no separate pay item for dewatering and excavation for placement of the structure.

Item No. 18 thru 25 Drainage Pipes:

Installation of drainage pipes will be performed under the direction of the Town. Pipe installation shall be in accordance with FDOT Standard Specifications for Road and Bridge Construction, Section 430, and shall comply with the Town's local criteria. Unit prices for Pipes shall be based on typical installed with three (3) feet of cover in local soils conditions; Unit price shall be based on pipe diameter size. The work shall include dewatering or any method utilized to provide proper construction conditions and a safe work area to complete the work. There will no separate pay item for dewatering and excavation for placement of the pipes

This work item shall include the removal and disposal of existing driveway culvert, if any, indicated on the plans or as directed by the Town Engineer. The work shall include the placement of pipe bedding, backfill and restoration of limerock surface course over the cut. Placement of new asphalt or concrete driveway is not part of this work. There will be no separate pay item for surveying necessary for the completion of this work item.

Item No. 26 thru 28 Endwalls, Rip-Rap – Sand Cement:

Rip-Rap Endwalls shall be installed in accordance with FDOT Standard Index 258. Payment for Endwalls will be on a per unit price for Rip-Rap Endwall shall include the cost of all labor and material and all else necessary to construct the unit in the location specified. The work shall include dewatering or any method utilized to

provide proper construction conditions and a safe work area to complete the work. There will no separate pay item for dewatering and excavation for placement of the pipes

Item No. 29 thru 32 Endwalls, Concrete Class I:

Concrete Endwalls shall be constructed in accordance with FDOT Standard Index 250. Payment for concrete Endwalls will be on a per item basis and the unit price for Concrete Endwall shall include the cost of all labor and material and all else necessary to construct the unit in the location specified. The work shall include dewatering or any method utilized to provide proper construction conditions and a safe work area to complete the work. There will no separate pay item for dewatering and excavation for placement of the pipes

Item No. 33 thru 36 Guardrails:

This item shall conform to FDOT Index 400. Installation of guardrail panel item including the placement of the end sections shall conform to FDOT specifications. Guardrail shall be installed, replaced, or repaired as directed by the Town. Guardrail replacement, repairs, and construction shall be in compliance with the FDOT Design Standards Index 400. Guardrail repairs shall be completed within seven (7) calendar days of the request by the Town.

Payment for guardrail work will be in a unit price basis which shall include all posts, hardware, fasteners and labor to install/repair the guardrail unit in accordance with FDOT standards. Mowing strip if required shall be paid separately per unit ton of asphalt used.

Item No. 37 Floating Turbidity Barrier:

Floating turbidity barrier shall be installed as shown on plans or as required by the Town Engineer prior to start of any other construction, to prevent transport of sediment on the canal or a water body. The Contractor shall insure that the barrier is anchored properly and shall maintain the floating turbidity barrier during the course of the project. The Contractor shall routinely inspect the barrier to ensure its integrity. The floating turbidity barrier shall be removed and properly disposed of after completion of the project.

Item No. 38 BMP's, Silt Curtains:

BMP's shall be installed as shown on plans or as required by the Town Engineer prior to start of any other construction, for erosion control and prevent transport of sediment from the canal. The silt curtain shall be removed and properly disposed of after completion of the project.

Item No. 39 Fill

This work shall be performed in accordance with FDOT standard specifications. The fill will be free of unsuitable materials such as muck or rocks. The fill material shall be organic type suitable for grass planting. This work item includes final grading of the fill material.

Item No. 40 Swales Grading:

This item includes re-grading or re-establishing a roadside drainage swale system within the road rights-of-way, where required. Due to varying conditions along the existing roadways, the presence of adjacent canals and various other impediments, construction of the swales should be priced based on the typical street and swale cross section attached in this bid document. The pricing should include a unit cost for excavation including excavation, grading and proper disposal of excavated material.

Before undertaking the work, Contractor shall review the site conditions and determine the actual length and location of the desired swale(s). The swale area shall be compacted meeting a standard proctor maximum dry density of 95% per ASHTO T-180. There will be no separate pay item for surveying necessary for the completion of this work item. Installation of grass sod will be paid separately.

Item No. 41 thru 42 Grass Sod:

Grass sod shall be Bahia grass unless otherwise indicated on the construction drawings. Sod shall be placed as shown on plans or as required by the Town Engineer. This work item shall be performed in accordance with the FDOT Specifications for Road and Bridge, 2010 edition. This item shall include watering of the new grass sod. Watering shall be performed at least twice a week for a period of four weeks. The unit price for grass sod shall include cost for watering.

Item No. 43 Litter Removal:

This item consists of removal and proper disposal of litter or debris from the roadway or other areas within the rights-of-way. This item also includes cleaning or removal of any obstruction around a drainage inlet. Limited mowing of grass in the road rights-of-way may be required to provide proper drainage flow.

Item No. 44 Sand Application to a Spill Area:

The unit price for this work item shall include the costs for maintenance of traffic, placement of up to five cubic feet of clean sand, sweeping and removal as required. The Contractor may be allowed to use industry approved spill absorbent material in lieu of sand, at no extra cost to the Town.

Item No. 45 Bollards for Fire Well Protection:

Installation of fire hydrant protection bollards consists of two (2) each of four (4) inch diameter galvanized steel pipe filled with concrete. Each Bollard shall include a minimum 12"x12"x12" (one cubic feet) of concrete base; 3000 psi concrete; located thirty-six (36) inch minimum off center of a hydrant; top of post shall be 2 feet 6 inches above ground; and bottom of pipe shall be at least eighteen (18) inch below grade. The bottom of bollard shall have at least 6 inches thick of concrete. Payment will be on unit price basis for each bollard installed. The unit price shall include all labor, materials, equipment and all else necessary to complete the work.

Item No. 46 Sidewalks, Concrete:

This work shall be performed in accordance with FDOT standard specifications.

Item No. 47 Truncated Dome Panel:

This work shall be performed in accordance with FDOT standard specifications.

Item No. 48 and No. 98 Non-Standard Hours:

Work authorized by the Town outside of the regular hours of operation between 7:00 A.M. and 7:00 P.M., Monday through Friday, will be considered work during non-standard hours. Regular holidays are not considered non-standard hours, per Section 2 (N) of the General Conditions. The non-standard hour factor will be used to determine cost additive to the unit price for the work item pre-authorized by the Town.

Item No. 49 thru 53 Blank

Item No. 54 thru 68 Street Signs:

Street Signs shall be constructed, repaired, or replaced (partial or entire assembly) as directed by the Town. The street name panels and brackets shall be similar in type and size to existing signs. The Contractor shall be responsible for disposal of removed signs and posts.

The Contractor shall provide and install each new sign panel with a decal (sticker) with a stamp of the date of installation, owner name and a type of retro-reflective surface sheeting used. All new sign panels shall meet the Federal Highway Administration (FHWA) retro-reflectivity requirements. The work will be inspected by the Town Engineer prior to acceptance by the Town.

Sign Posts shall match existing U-channel steel posts presently used by the Town. The posts shall be rust free and pre-painted green; include the break away base as necessary. The post shall be driven or set between 3 to 3.5 feet below the ground surface.

Service requests for sign replacement and or repairs will be made in writing by the Town. Payment for signs will be on the basis of furnished and installed units. The Contractor shall adhere to the following response times:

1. Sign replacement and/or repairs shall be completed within 48 hours of request with the exception of 'Stop' signs that needs to be responded to within four (4) hours, seven (7) days a week.

2. New Sign construction shall be completed within five (5) working days of service request.

Item No. 69 Blank

Item No. 70 thru 75 Object Marker Signage and Traffic Delineators:

The installation of object markers shall be in accordance with the MUTCD and the FDOT Design Standards. Payment will be on the basis of furnished and installed units. Object markers Type 1 include OM1-1, OM1-2, and OM1-3. Object markers Type 3 include OM-3L, OM-3C, and OM-3R. End of roadway markers include OM4-1, OM4-2, and OM4-3; and Traffic Delineators.

Item No. 76 thru 85 Pavement Paint Striping:

This item includes furnishing all materials, equipment and labor required to apply thermoplastic with glass beads/spheres (Spec 711) or paint traffic striping. The Contractor may only use paint materials that are listed on the Florida Department of Transportation (FDOT) Qualified Products List. Also, the Contractor must not allow traffic onto newly applied traffic pavement striping until they are sufficiently cured to permit vehicles to cross them without damage. This item includes cost for installation of the temporary paint striping used prior to installation of the permanent thermoplastic striping. This item shall be paid per unit lineal foot of actual placed paint striping or thermo striping with glass beads, approved and accepted by the Engineer.

Item No. 86 thru 87 Pavement Markings:

Requests for pavement markings replacement or installation will be made in writing by the Town and will identify paint or thermoplastic installation. The installation and/or replacement of pavement markings shall be completed within fourteen (14) calendar days from time of request. Time extensions may be granted depending on weather conditions and must be in writing from the Town.

Existing pavement markings are to be permanently removed when replacement of existing pavement markings is specified. The method of removal of existing pavement markings shall be accordance with FDOT requirements. The cost for this task shall be included in the unit price for replacement of pavement markings. Painting over existing pavement markings will not be acceptable.

Item 88 thru 89 Raised Pavement Markers, RPM:

This item includes furnishing all materials, equipment and labor required to install raised Retro-Reflective Pavement Markers (RPMs) to produce a positive guidance system. The Contractor may only use RPM materials and bituminous adhesives that are listed on the Florida Department of Transportation (FDOT) Qualified Products List. The Contractor shall not allow traffic on the newly applied markers until they are sufficiently cured to permit vehicles to cross them without damage. All roadway striping and raised pavement markers shall be installed in accordance with Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2010 edition. This item includes cost for installation of the temporary paint striping used prior to installation of the permanent thermo plastic striping.

Item No. 90 & 91 Barrier Wall

This item shall be similar to a portable plastic barrier that is weighed down with water or sand filler. The barrier shall be orange in color. The unit cost will be for actual usage of each barrier wall, including the cost for installation, maintenance and removal.

Item No. 92 Orange Cones:

This item shall be 28 inches in height installed with heavy base collars. The cone shall be orange in color. The unit cost will be for actual usage of each orange cone, including the cost for installation, maintenance and removal.

Item No. 93 thru 95 Barricades:

The barricades shall be the type as specified meeting the MUTCD requirements. The unit cost will be for actual usage of each orange cone, including the cost for installation, maintenance and removal.

Item No. 96 Variable Message Board:

The variable message board shall be the text type as specified meeting the MUTCD requirements. The message board may be battery or solar power operated. The message board shall be programmable, with three message lines with 18 inches high letters. The unit cost will be for actual usage of each message board and trailer, including the cost for installation, maintenance and removal.

Item No. 97 Guardrail Reflector:

Guardrail reflector shall each have between seven and eight square inches reflective area per side. The reflector shall meet the MUTCD requirements.

Item No. 98 Sign Cleaning:

This work item consists of cleaning the sign surface sheeting free from mold or graffiti. The Contractor will use a cleaner that is not harmful to the surface sheeting.

Item No. 99 Non-Standard Work Hour Factor:

See Item No. 48.

END

EXHIBIT “C”

OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. 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.

B. 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).

C. 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).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) 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.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA 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.

(3) 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.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

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

G. 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 (see page 40). 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 contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. 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 sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement 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 the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job

training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), as applicable to this Agreement.

EXHIBIT “D”

DISASTER RELATED SCOPE OF WORK

The Contractor shall assist in pre-need, pre-event services to the Town during disaster or emergency events. Disasters include, natural events such as hurricanes, tornadoes, windstorms, floods and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the Contractor shall service the Town first and be on-call to provide all support services necessary to insure the safety and well-being of all the Town’s property. Contractor may also be called upon throughout the year to render services to assist the Town with special needs and events other than disasters, as determined by the Town Administrator.

Services may include, but not limited to, risk assessments of the Town’s property, property damage recommendation(s) to repair Town’s property as a result of a disaster or other event, coordination of debris removal throughout the Town and any and all other directives from the Town Administrator or his or her Designee.

Contractor will work under the direction of the Town Administrator or his/her their Designee. The Town Administrator will issue the Notice to Proceed to start work and the notice to reduce resources and to end work.

Notice to Proceed means the written notice given by the Town Administrator or his/her Designee to the Contractor of the date and time for work to start. Work shall commence as soon as possible upon receipt of the Notice to Proceed.

Contractor shall timely provide the Town Administrator or his/her Designee with all accurate and detailed activity reports as deemed necessary by FEMA. Contractor shall work closely with the Town to ensure that all work is FEMA-compliant and all documentation is properly obtained and includes photos, daily activity reports etc. Contractor’s failure to utilize federally-approved documentation while performing work may result in nonpayment of service to the Contractor by the Town.

Contractor shall participate in all Town emergency management meetings and exercises.

Contractor shall have professional staff with knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA and FDOT and other applicable Federal, State or local agency regulations and policies are required.