



Southwest Ranches Town Council

REGULAR MEETING Agenda of July 14, 2022

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitkreuz	<u>Town Council</u> Jim Allbritton Bob Hartmann David Kuczenski	<u>Town Administrator</u> Andrew D. Berns, MPA <u>Town Financial</u> <u>Administrator</u> Emil C. Lopez, CPM	<u>Town Attorney</u> Keith M. Poliakoff, J.D. <u>Assistant Town</u> <u>Administrator/Town Clerk</u> Russell C. Muniz, MPA
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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Presentation: SEAB College Scholarship Recipients**
- 4. Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
- 5. Board Reports**
- 6. Council Member Comments**
- 7. Legal Comments**
- 8. Administration Comments**

Resolutions

- 9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN EXTENSION TO THE AGREEMENT WITH FLORIDA TECHNICAL CONSULTANTS, LLC FOR CONTINUING GIS CONSULTING SERVICES UNDER THE ORIGINAL TERMS AND CONDITIONS AS APPROVED VIA RESOLUTION 2019-016; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ISSUE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF**

SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF TWO HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$220,000.00) WITH KIMLEY HORN AND ASSOCIATES, INC. TO DEVELOP A TOWN-WIDE STORMWATER MASTER PLAN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A NEIGHBORHOOD BEAUTIFICATION GRANT AWARD IN THE AMOUNT OF THREE THOUSAND DOLLARS AND ZERO CENTS (\$3,000.00) TO THE COUNTRY ESTATES CIVIC ASSOCIATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FORTY THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$40,981.25) WITH HUURR HOMES TO AMEND THE GREEN MEADOWS DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 TOWN BUDGET AND PROVIDING AN EFFECTIVE DATE.**
- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF ALLSTATE RESOURCE MANAGEMENT AS THE LOWEST PRICED MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR THE ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP PROJECT; APPROVING AN AGREEMENT WITH ALLSTATE RESOURCE MANAGEMENT, WHICH ESTABLISHES THE SCOPE AND COMPENSATION IN THE AMOUNT OF THIRTY FOUR THOUSAND, SIX HUNDRED NINETY ONE DOLLARS AND ZERO CENTS (\$34,691.00) FOR ITS SERVICES TO PROVIDE ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

14. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 7/14/2022
SUBJECT: Extension of GIS Agreement with FTC

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town approved a piggyback agreement with Florida Technical Consultants, LLC (FTC) for continuing GIS Consulting Services via Resolution 2019-016 on December 13, 2018. The agreement was based on a piggyback agreement that was originally approved by the Town of Davie on December 7, 2016. The original piggybacked agreement with the Town of Davie expired in January 2022.

FTC has successfully developed a robust GIS program that Town residents, visitors, and staff rely on. The Town wishes to continue its agreement with FTC to develop its GIS program with additional future GIS layers requested by Town Council and staff and, general oversight of the Town's GIS database.

Fiscal Impact/Analysis

Services will be procured on an as needed basis in an amount not to exceed \$20,000 per year from funding realized from the imposition of building permit fees and designated specifically for technology reserves. Account # 001-1800-512-34100 (Non Departmental - Other Contractual Services)

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
FTC LLC GIS Services Extension - TA Approved	7/7/2022	Resolution
Exhibit A - Original Piggyback Agreement - R-2019-016	7/7/2022	Exhibit

RESOLUTION NO. 2022- XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN EXTENSION TO THE AGREEMENT WITH FLORIDA TECHNICAL CONSULTANTS, LLC FOR CONTINUING GIS CONSULTING SERVICES UNDER THE ORIGINAL TERMS AND CONDITIONS AS APPROVED VIA RESOLUTION 2019-016; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ISSUE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town approved a piggyback agreement with Florida Technical Consultants, LLC (FTC) for continuing GIS Consulting Services via Resolution 2019-016 on December 13, 2018; and

WHEREAS, the agreement was based on a piggyback agreement that was originally approved by the Town of Davie on December 7, 2016; and

WHEREAS, the Town's Procurement Code, allows the Town to piggyback off of its procured pricing; and

WHEREAS, the original piggybacked agreement with the Town of Davie expired in January 2022; and

WHEREAS, FTC has successfully developed a robust GIS program that Town residents, visitors, and staff rely on; and

WHEREAS, the Town wishes to continue its agreement with FTC to develop its GIS program with additional future GIS layers requested by Town Council and staff and, general oversight of the Town's GIS database; and

WHEREAS, the estimated expense for FY 2022 and each succeeding year of the three year agreement will not exceed \$20,000 of which the funding is earmarked in Account # 001-1800-512-34100 (Non Departmental - Other Contractual Services) from technology reserves accrued from the imposition of building permit fees, and designated specifically for this purpose; and

WHEREAS, it has been determined to be in the public's best interest to award this work to FTC under a single source agreement; and

WHEREAS, the Town of Southwest Ranches desires to issue a Purchase Order under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves a Purchase Order in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) for Florida Technical Consultants, LLC (FTC) to provide continuing GIS services to the Town, as outlined in the original piggybacked agreement approved via Resolution 2019-016 on December 13, 2018 attached hereto as Exhibit "A", which is incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to issue a Purchase Order, and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

[Signatures On Next Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 14th day of July, 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.1036.01

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RESOLUTION NO. 2019 - 016

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH FLORIDA TECHNICAL CONSULTANTS, LLC FOR CONTINUING GIS CONSULTING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ISSUE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town budgeted \$20,000 for a GIS Technician in the Fiscal Year 2018-2019 Professional Services Expenditures (001-1800-512-34100); and

WHEREAS, on August 15, 2016 the Town of Davie issued RFP #B-16-168 for Continuing GIS Consulting Services for an annual contract for the furnishing and installation of pavement marking as needed; and

WHEREAS, on October 6, 2016 the Town of Davie received two (2) responses; and

WHEREAS, after reviewing the bids, it was determined that Florida Technical Consultants, LLC (FTC) was the lowest responsive and responsible bidder that met the requirements of the Request for Proposals (RFP); and

WHEREAS, on December 7, 2016 the Town of Davie entered into an agreement with FTC; and

WHEREAS, the bid and agreement, as well as the Town's Procurement Code, allows the Town to piggyback off of its procured pricing; and

WHEREAS, the project includes, but is not limited to, the furnishing of future GIS layers requested by Town Council and staff and, general oversight of the Town's GIS database; and

WHEREAS, the estimated expense for FY 2018-2019 is \$20,000 of which the funding is earmarked from technology reserves accrued from the imposition of building permit fees, and designated specifically for this purpose; and

WHEREAS, it has been determined to be in the public's best interest to award this work to FTC; and

WHEREAS, the Town of Southwest Ranches desires to issue a Purchase Order under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves a Purchase Order in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) for FTC LLC to provide continuing GIS services to the Town, as outlined in RFP #B-16-168, in accordance with the terms and conditions contained within the procurement attached hereto as Exhibit "A", which is incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to issue a Purchase Order, as outlined in RFP #B-16-168 attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

[Signatures On Next Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 13th day of December, 2018 on a motion by

C/m Schroeder and seconded by v/m Jablonski.

McKay
Jablonski
Fisikelli
Hartmann
Schroeder

Yes
Yes
Yes
Yes
Yes

Ayes
Nays
Absent
Abstaining

5
0
0
0

Doug McKay
Doug McKay, Mayor

Attest:

Russell Muñiz
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakov
Keith Poliakov, Town Attorney
115218952

GIS Services

Company Name: City of Cooper City

Date: 11/14/2018

Contact Name: Michael Bailey

Contact method: Telephone 954-434-5519

Bidder: Florida Technical Consultants

Reference Questions:

1. What type of project was performed?

GIS for Utility, Public Works and Planning Departments. First created and now maintain and improves.

2. What year did the contractor perform work for your company?

Approximately 2015 – present

3. What was the contract value?

On-going services approximately \$40,000 annually.

4. Was the work performed and completed on time?

Yes

5. Would you hire the contractor again?

Yes – Absolutely

GIS Services

Company Name: South Martin Regional Utility

Date: 11/14/2018

Contact Name: Mario Loaiza

Contact method: Telephone 772-546-6259

Bidder: Florida Technical Consultants

Reference Questions:

1. What type of project was performed?

Ad Hoc GIS Services.

2. What year did the contractor perform work for your company?

Approximately 2016 – present. Just renewed the contract for an additional 3 years.

3. What was the contract value?

On-going services approximately \$50,000 annually.

4. Was the work performed and completed on time?

Yes

5. Would you hire the contractor again?

Yes

GIS Services

Company Name: Town of Davie (formerly)

Date: 11/14/2018

Contact Name: Ron Bolton

Contact method: Telephone 954-593-3823

Bidder: Florida Technical Consultants

Reference Questions:

1. What type of project was performed?

Water and Sewer model and Infrastructure layers

2. What year did the contractor perform work for your company?

Water and Sewer model = 8 months and Infrastructure layers are ongoing.

3. What was the contract value?

Water and sewer model = \$125,000 and infrastructure layers are \$50,000 to \$60,000 annually

4. Was the work performed and completed on time?

Yes- always. Flexible – good at switching priorities as needed.

5. Would you hire the contractor again?

Yes – Definitely

RESOLUTION NO. R-2017-023

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE NEGOTIATED AGREEMENT WITH FLORIDA TECHNICAL CONSULTANTS, LLC, FOR CONTINUING GIS CONSULTING SERVICES (RFP# B-16-168) (R2016- 287); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie selected Florida Technical Consultants, LLC as the top ranked company in accordance with RFP# B-16-168 for Continuing GIS Consulting Services; and

WHEREAS, the Town Council authorized the Town Administrator or his designee to negotiate an agreement for these services; and

WHEREAS, after review, the Town Council wishes to accept the negotiated agreement with Florida Technical Consultants, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the agreement with Florida Technical Consultants, LLC for Continuing GIS Consulting Services.

SECTION 2. The contract term is for five (5) years beginning January 5, 2017 and ending on January 4, 2022. There are two (2) additional one (1) year renewal options available. Contract extensions will be handled administratively.

SECTION 3. The Town Council hereby authorizes the expenditure from various Utilities Department Professional Services Account. Expenditures will be dependent on usage and within established annual budget.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 4th DAY OF January, 2017.

ATTEST:


TOWN CLERK


MAYOR/COUNCILMEMBER

APPROVED THIS 4th DAY OF January, 2017.

**AGREEMENT No. B-16-168
BETWEEN THE TOWN OF DAVIE
AND
FLORIDA TECHNICAL CONSULTANTS, LLC
FOR
CONTINUING GIS CONSULTING SERVICES**

THIS AGREEMENT is made by and between Florida Technical Consultants, LLC a corporation organized and existing under the laws of the **State of Florida**, with offices at **401 West Atlantic Avenue, Suite 09, Delray Beach, Florida 33444** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals (RFP) No. B-16-168 Continuing GIS Consulting Services**, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions, Specifications, Required Forms and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **October 6, 2016**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions, Specifications, Required Forms and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms of the Request for Proposals, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions, Specifications, Required Forms and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Request for Proposals, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions,

Specifications, Required Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the terms of the Request for Proposals and Contractor's Fee Schedule attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. The initial Agreement term will commence on January 5, 2017 and expire on January 4, 2022. The Town reserves the right to extend the agreement for two (2) additional one-year periods upon mutual agreement between the parties. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 12 day of December, 2016

Florida Technical Consultants, LLC

By: 

(Signature)

Name: JAMES BARTON

(Print)

Title: PRESIDENT

Date: DEC 12 2016

Attest: 

Corporate Seal/Notary Public

Corporate Seal/Notary Seal

TOWN OF DAVIE, FLORIDA

By: 

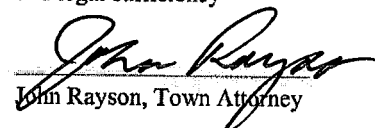
Mayor Judith Paul

Date: 11/14/17

Attest: 

Evelyn Roig, Town Clerk

Approved as to form
and legal sufficiency


John Rayson, Town Attorney

Pay to the Order of
Regions Bank
Dorsey Branch, FL 33445
888-888-8888
For Deposit Only
TEB Center
3408888888

Page 2 of 2

TAO
VENDOR 



Florida Technical Consultants, LLC
401 West Atlantic Avenue Suite 09
Delray Beach, FL 33444
Tel (561) 265-3790 x 107
www.fltechinc.com

Continuing Professional Services Agreement For

TOWN OF DAVIE
RFP No. B-16-168
Continuing GIS Consulting Services

November 28, 2016

Florida Technical Consultants Fee Schedule 2016 - 2022

Position	Rate	Rate	Rate
	Aug 2016 – Sept 2018	Oct 2018 – Sept 2020	Oct 2020 – Sept 2022
Project Manager	\$ 125	\$ 130	\$ 135
Senior Professional Engineer	\$ 125	\$ 130	\$ 135
Project Engineer	\$ 115	\$ 120	\$ 125
Project GIS Analyst	\$ 110	\$ 115	\$ 120
Sr. CAD Manager	\$ 95	\$ 100	\$ 105
Field Inspector	\$ 95	\$ 100	\$ 105
Junior Engineer	\$ 95	\$ 100	\$ 105
GIS Specialist	\$ 95	\$ 100	\$ 105
CAD Technician	\$ 80	\$ 85	\$ 90
GIS Technician	\$ 80	\$ 85	\$ 90
Clerical	\$ 50	\$ 50	\$ 55

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488, or send me an electronic message at jbarton@fltechinc.com.

Respectfully submitted,

James Barton, P.E.
President
Florida Technical Consultants

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

Item Number: 35.

To: Mayor and Councilmembers

From: Don Bayler, Utilities

Prepared By: Heidi G. Klemm - Utilities

Subject: Resolution

Affected District: Town Wide

Item Request: Schedule for Council Meeting

Title of Agenda Item: **AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE NEGOTIATED AGREEMENT WITH FLORIDA TECHNICAL CONSULTANTS, LLC, FOR CONTINUING GIS CONSULTING SERVICES (RFP# B-16-168)**

Executive Summary: We are requesting Town Council approval of the negotiated agreement for Continuing GIS Consulting Services.

Key Points:

- The Town Council approved the selection of Florida Technical Consultants, LLC as the company best suited to provide continuing GIS consulting services.
- The Town Council authorized the Town Administrator or his designee to negotiate an agreement for these services.
- We are requesting Council approval of this negotiated agreement.
- The agreement term is for five (5) years through January 4, 2022. There are two (2) additional one (1) year renewal options available for this agreement.

Previous Actions: R2016-287

Concurrences: The Utilities Department and Procurement Manager have reviewed and approved this negotiated agreement.

Fiscal Impact:

Has request been budgeted? Yes

If yes expected cost: Dependent on usage and within established budget

Account name and number: 400.60.100.536-53107 - Professional Services

If no, amount needed:

Account name funds will be appropriated from

Additional Comments

Recommendation: Motion to approve**Strategic Goals This Item Supports:**

Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

File Name	Description
R2017 -AGREEMENT - FLORIDA TECHNICAL CONSULTANTS (GIS).docx	Resolution
B-16-168 GIS Services Agreement-FTC JHB.pdf	Agreement with Florida Technical Consultants

RESOLUTION NO. R-2016-287

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE TOP RANKED FLORIDA TECHNICALS CONSULTANTS, LLC. IN ACCORDANCE WITH RFP# B-16-168 TO CONTINUING GIS CONSULTING SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited RFP# B-16-168 Continuing GIS Consulting Services; and

WHEREAS, the selection committee has selected Florida Technical Consultants, LLC. as the company best suited to provide the required services; and

WHEREAS, it is in the Town's best interest to negotiate a contract for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of Florida Technical Consultants, LLC. as the company best qualified to provide the required services and authorizes the Town Administrator or his designee to negotiate an agreement for such services and present that contract for approval at a future meeting date.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 7th DAY OF December, 2016.



MAYOR/COUNCILMEMBER

ATTEST:



TOWN CLERK

APPROVED THIS 7th DAY OF December, 2016.



TOWN OF DAVIE PROCUREMENT AUTHORIZATION FORM

ITEM DESCRIPTION (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

GIS services for water and sewer line locations and fire hydrant mapping. Having accurate locations of the distribution and collection systems will reduce man hours/cost to locate said infrastructure and decrease

response time during emergencies such as water main breaks and/or force main breaks. The IT Department is in support of this project

METHOD OF PROCUREMENT (mark the one that applies)

- ☒ Open Competitive Bidding ☐ Sole Source ☐ Single Source ☐ Co-Op Bid Number _____
- ☐ Piggyback on Contract Number (including name of entity) _____
- ☐ Request for Proposal/Qualification ☐ Reverse Bid ☐ Forfeiture Purchase

ACCOUNT NUMBER 400.60.100.536-53107

APPROXIMATE COST \$30,000 (FY 17) *

Signed and Date:

[Signature]
Department Director

Don BAYLEN
Print Name

TOWN ADMINISTRATOR AND BUDGET/FINANCE DEPT. USE ONLY. DO NOT WRITE BELOW THIS LINE.

Funds pre-encumbered by requisition number: N/A

*(FY17)

Sign and Date

[Signature]

Procurement Manager

Approved for Availability of Funds:

Sign and Date

WMC 8-24-11

Budget/Finance Director or Designee

Sign and Date by Town Administrator

[Signature]

9/9/16

BIDS SUBMITTED

Vendor

Cost/Ranking

#1 Florida Technical Consultants

#2 Calvin Giordano & Associates

Bid # / Title:

Resolution.#

Signed

[Signature]

Procurement Manager

STAFF RECOMMENDATION/COMMENTS

Vendor

Cost

SUN-SENTINEL
Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

STATE OF FLORIDA

COUNTY OF: BROWARD/PALM BEACH/MIAMI-DADE

Before the undersigned authority personally appeared
MARK KUZNITZ, who on oath says that he or she is a duly authorized representative of the SUN-
 SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County,
 Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11700-Advertisement for Bids

Town of Davie
 Continuing GIS Consulting Services

Was published in said newspaper in the issues of; Sep 21, 2016

4466568

Affiant further says that the said SUN-SENTINEL is a newspaper published in said
 BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has
 heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County,
 Florida, each day and has been entered as second class matter at the post office in BROWARD
 County, Florida, for a period of one year next preceding the first publication of the attached copy of
 advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm
 or corporation, any discount, rebate, commission or refund, for the purpose of securing this
 advertisement for publication in the said newspaper.

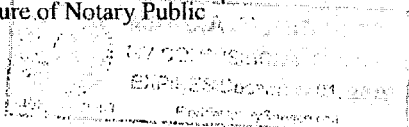
Mark Kuznitz

Signature of Affiant

Sworn to and subscribed before me this: September 21, 2016.

Marcia J. Smith

Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
 Personally Known (X) or Produced Identification ()

TOWN OF DAVIE
RFP NO. B-16-168
Continuing GIS Consulting Services
 Dear Potential Respondent:
 The Town of Davie, Florida invites qualified contractors to submit responses in accordance with the requirements stated herein no later than 2:00 PM EST Thursday, October 6, 2016, for RFP No. B-16-168 Continuing GIS Consulting Services. Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.davie-fl.gov/Pages/DavieFLBidsAndRFP> or at DemandStar.com.

The Town of Davie, FL is seeking proposals from qualified proposers to perform the required services for the City in full accordance with the scope of services, terms and conditions contained herein. The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses.

Questions regarding this solicitation shall be submitted in writing to purchasing@davie-fl.gov no later than 5:00 PM on Monday, October 3, 2016. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Purchasing Website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit One (1) original complete proposal package, Three (3) duplicate copies of said package and One (1) flash drive or CD copy, to the Town of Davie Budget and Finance / Purchasing Division - Attention: Purchasing Manager Brian K. O'Connor, 6591 Orange Drive Davie, FL 33314 on or before the due date stipulated above. All packages shall be clearly marked "RFP No. B-16-168 Continuing GIS Consulting Services". The Town will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. Late submissions shall not be accepted.

RFP responses will be publicly opened and firm names read aloud in the Town Hall Council Chambers on the due date/time noted above. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

/s/ Brian K. O'Connor
 Procurement Manager
 Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.
 9/21/2016

BID OPENING REPORT

BID NAME: Continuing G/S Services

TIME: 2:13 pm

BID NUMBER: B-16-168

DATE: 10.11.16

ESTIMATED COST: _____

NO. CONTRACTOR'S NAME BID AMOUNT COMMERCIAL RANKING

1.	Calvin Giordano		
2.	FL Technical Con.		
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

REMARKS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: [Signature]

DATE: 10.11.16

WITNESS: Angela Sulezais

DATE: 10.11.16

REVIEW COMMITTEE EVALUATION SUMMARY SHEET

RFP B-16- 168 Continuing GIS Services

Reviewer Number	FTC	Calvin Giordano & Associates, Inc.		
Proposer				
Tim Scharff	1	2		
Ron Bolton	1	2		
Bill Peele	1	2		
Total	3	6		

Proposer Final Ranking:

1st FTC

2nd CALVIN GIORDANO & ASSOCIATES, INC.

Procurement has reviewed and certified the above ranking.

Name

Brian O'Connor

Signature

[Signature]

T RPB WP

Tim Scharff Ron Bolton Bill Peele

REVIEW COMMITTEE EVALUATION FORM

RFP B-16- 168 Continuing GIS Services

Friday, October 28, 2016 Evaluation Criteria:

Evaluation Criteria

- ☐ Scope of Services Proposed
- ☐ Firm's Qualifications
- ☐ Resources and Availability
- ☐ Experience with Governmental Entities
- ☐ Client References and Past Performance
- ☐ Prices Proposed

Rank the below proposals according to the above criteria, with one (1) being the highest and Two (2) being the lowest.

Proposer	FTC	Calvin, Giordano & Associates Inc.	
Rank	1	2	

Name of Reviewer:

TIM SCHARFF

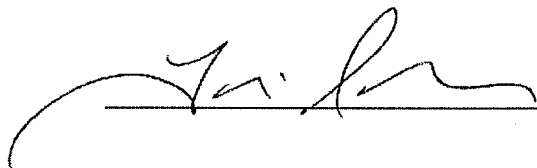
Title:

GIS MANAGER

Department:

IT - GIS

Signature:



REVIEW COMMITTEE EVALUATION FORM

RFP B-16- 168 Continuing GIS Services

Friday, October 28, 2016 Evaluation Criteria:

Evaluation Criteria

- ☐ Scope of Services Proposed
- ☐ Firm's Qualifications
- ☐ Resources and Availability
- ☐ Experience with Governmental Entities
- ☐ Client References and Past Performance
- ☐ Prices Proposed

Rank the below proposals according to the above criteria, with one (1) being the highest and Two (2) being the lowest.

Proposer	FTC	Calvin, Giordano & Associates Inc.	
Rank	1	2	

Name of Reviewer: Ronald Bolton

Title: Project Manager

Department: Utilities

Signature: Ronald L Bolton

REVIEW COMMITTEE EVALUATION FORM

RFP B-16- 168 Continuing GIS Services

Friday, October 28, 2016 Evaluation Criteria:

Evaluation Criteria

- ☐ Scope of Services Proposed
- ☐ Firm's Qualifications
- ☐ Resources and Availability
- ☐ Experience with Governmental Entities
- ☐ Client References and Past Performance
- ☐ Prices Proposed

Rank the below proposals according to the above criteria, with one (1) being the highest and Two (2) being the lowest.

Proposer	FTC	Calvin, Giordano & Associates Inc.	
Rank	1	2	

Name of Reviewer:

William Peele

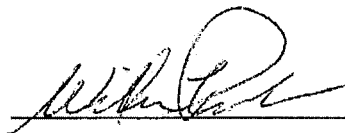
Title:

Superintendent of operations.

Department:

Utilities

Signature:



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Limited Liability Company**

FLORIDA TECHNICAL CONSULTANTS, LLC

Filing Information

Document Number	L14000011037
FEI/EIN Number	47-1886339
Date Filed	01/21/2014
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	02/23/2015
Event Effective Date	NONE

Principal Address

401 W. Atlantic Blvd
Suite 09
Delray Beach, FL 33444

Changed: 01/31/2016

Mailing Address

401 W. Atlantic Blvd
Suite 09
Delray Beach, FL 33444

Changed: 01/31/2016

Registered Agent Name & Address

RANNEY, JONATHAN HENRY
10327 TRIVERO TERRACE
BOYNTON BEACH, FL 33437

Name Changed: 02/23/2015

Authorized Person(s) Detail**Name & Address**

Title AMBR

BARTON, JAMES HERBERT

401 W. Atlantic Blvd
Suite 09
Delray Beach, FL 33444

Annual Reports

Report Year	Filed Date
2015	03/20/2015
2016	01/31/2016

Document Images

01/31/2016 -- ANNUAL REPORT

[View image in PDF format](#)

03/20/2015 -- ANNUAL REPORT

[View image in PDF format](#)

02/23/2015 -- LC Amendment

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10/13/2014 -- LC Amendment

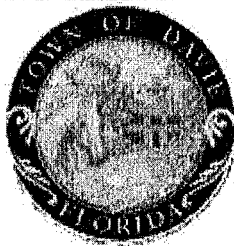
[View image in PDF format](#)

01/21/2014 -- Florida Limited Liability

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State of Florida, Department of State

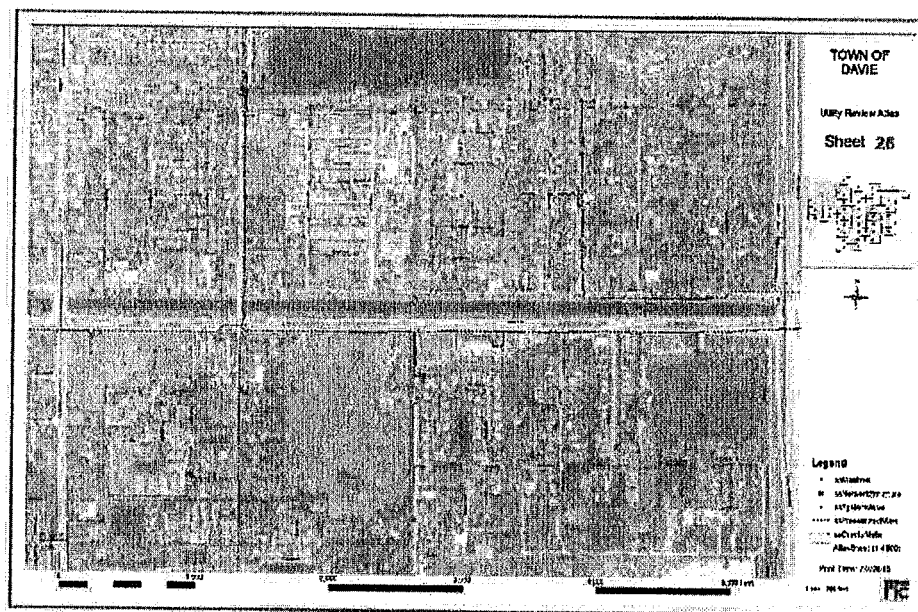


TOWN OF DAVIE
RFP No. B-16-168
Continuing GIS Consulting Services

Submitted to:
TOWN OF DAVIE
Finance / Purchasing Division

Attention: Purchasing Manager

Brian K. O'Connor C.P.M.
6591 Orange Drive
Davie, FL 33314



Submitted by:

Florida Technical Consultants
401 West Atlantic Avenue, Suite 09
Delray Beach, FL 33444

Contact Person:

James Barton P.E., LEED AP
954.914.8488
jbarton@fltechinc.com
www.fltechinc.com

October 6, 2016 2:00 PM





Florida Technical Consultants, LLC
401 West Atlantic Avenue Suite 09
Delray Beach, FL 33444
Tel (561) 265-3790 x 107
www.fltechinc.com

Dear Selection Committee:

October 6, 2016

Florida Technical Consultants (FTC) is pleased for the opportunity to submit this brief Statement of Qualifications for consideration by the Town of Davie to support the Utilities Department. FTC is an engineering firm with a specialty and focus in providing GIS services supporting municipal engineering, utilities and public works departments.

FTC possesses a unique set of GIS skills with a strong engineering base which enable us to provide applied GIS deliverables. The main goal of the data and tools will be to help the Utilities Department solve problems and better coordinate with agencies, contractors and consultants.

We have worked with the Town Utilities Department using GIS to provide coordination with Broward County, fire hydrant contractors and design consultants. We are familiar with the current GIS data and Town staff who will be using the system. This is very important as there will be no learning curve by us or staff. We will drive the program as soon as we start.

The program will consist of completion of data updates using record drawings, implementing Online applications for field verification and training staff to use the system. The more staff use the system, the more successful it will be. The needs of the Town will guide the program. Our objective will be to allow staff to perform most of the detailed office research and field visits. That way staff will possess the local knowledge and FTC will keep costs low.

As well as Town of Davie, FTC has provided high quality Applied GIS services to many surrounding municipalities including Cooper City, Coral Springs Improvement District, Town of Palm Beach Boca Raton, Boynton Beach, South Martin Regional Utilities and many others. Our best clients are those who run utilities and see the value that GIS provides. We encourage you to contact our references, including your own staff.

We are committed, available and uniquely qualified to continue making the GIS in the Town of Davie a successful and useful tool for your staff and organization. We look forward to the opportunity to provide more information and present our qualifications. If you have any questions, please call James Barton, P.E., President at 954-914-8488 or email jbarton@fltechinc.com

Respectfully Submitted
Florida Technical Consultants

A handwritten signature in black ink, appearing to read 'James Barton', is written over a faint, circular stamp or watermark.

James Barton PE.
President



Table of Contents:

- Section 1: Scope of Services Proposed**
- Section 2: FTC Qualifications**
- Section 3: Resources and Availability**
- Section 4: Experience with Government Entities**
- Section 5: Client References and Past Performance**
- Section 6: Pricing and Other Forms**



Section 1: Scope of Services Proposed



Florida Technical Consultants is the most qualified firm in the region to provide GIS support services to the Town of Davie Utilities Department. We have worked with the Town in the past during which we started a program to update the GIS data, implement Web Based GIS with the staff and train users. The following section outlines the proposed approach to the scope of service outlined in the RFQ. This approach ensures that the Town will receive the continued priority service required to complete the GIS data build and integrate the GIS into the operations of Utilities.

Our approach for the Town will include 3 main components:

1. **Data Completion:** This will be a time intensive work load at the beginning of the project to get most of the data into a working format. Data will be collected from as-builts and existing reports. The data will be posted to ArcGIS Online and mobile apps will be built for field crews to work with the data to identify deficiencies. It is estimated that most available data will be entered into the GIS within the first 6 months, particularly the sanitary system. Much of the required data is only available in the field so Town staff will need to perform site visit to collect data in the long term.
2. **Operationalization:** Making the data useful to the field crews requires interaction with teams before, during and after development. It is anticipated field apps will be built to verify and collect some of the attributes required. Each feature will be treated as a separate project. Leveraging staff during maintenance will provide better results much faster than using FTC, saving money while scaling up the use of GIS throughout the organization. The data collection will be managed through a plan, setting timeframes and ensuring quality throughout. It is important to start with 'Easy Wins' to show success in the system and gain support from the field teams. Once the inventories are completed, the apps will change in configuration to track repetitive maintenance.
3. **Training and Program Support:** One of FTC's biggest strengths is GIS training. The analytical capabilities of GIS are impressive once the data is collected. We see our long term role as integrating into the GIS program through training management in the capabilities for planning / reporting and training field staff to continually build a better atlas. GIS software continues to evolve, especially in the ArcGIS Online platform and FTC will always be bringing new capabilities to the Town.

The following table demonstrates the items from the scope of service, the source data and where they generally fall in the program. Most of the data from asbuilts will be loaded within the first 6 months. Some items such as hydrants and backflows are excellent opportunities to build field apps for inspections. Many of the items need an approved unique identifier (numbering system). All data will be built in geodatabases in ArcGIS Desktop, then posted to ArcGIS Online for field use. Field apps will not edit the geodatabases, but will add clarification points which will be used for data updates.

The current system of posting data sets to a shared environment can be continued. This allows FTC staff to perform updates which are immediately accessible to all Town staff. As ArcGIS Online becomes more developed, we are finding that more of our work is being used in the Online environment. This is a growing technology which FTC will continue to adopt.

System / Layer	Attributes	Source	Notes
Web Applications			Web applications will be built for many facilities that need verification in the field.
Lift Stations	Number Public VS Private Pump Information & design flow rate Wetwell Depth & Influent/ effluent pipe data	Field Verify	This has been implemented. The data will be reconciled with the GIS. Field verification will be done for private lift stations.
Interconnects	Staff to Specify	Field Verify	These are completed. Additional information can be collected if necessary.
ARVs	Staff to Specify	Field Verify	This app will allow staff to track all ARVs, especially critical ones at aerial crossings
Aerial Crossings	Staff to Specify	Field Verify	The location and condition of aerial crossings will be gathered by staff
Wells	Staff to Specify	Field Verify	Several components of the wells can be collected along with photos.
Manholes	Staff to Specify	Field Verify	Staff will verify location and flow direction.
Backflows	Year Installed Type/ size Certification # & Date	GeoCode – Field Verify	Map according to address or field app. Track inspections with field app.
Fire Hydrants	Number Flow rating & recent test flow data	As Builts – Field Verify	Hydrant field inventory app to collect attributes such as manufacturer and year. Hydrant inspection app to collect test flow data
Valves	Type	As Builts – Field Verify	Many of these are in. A field app will be built for valve verification and tracking valve turning.
Meters	Staff to Specify	Geocode / Field Verify	Meters can be added through geocoding but then they must be made more accurate in the field.
Cleanouts / Laterals	Rim & Invert elevations Year Constructed/ Rehabilitated		These can be mass produced in a model, then corrected over time.
Construction Management	Schedules, Budgets, Locations		An app can be made to track progress of ongoing construction projects, accessed in the field or on desktop.

System / Layer	Attributes	Source	Notes
Boundaries			
Service Areas	Cascading station information	Existing GIS	Built based on direction of gravity flow. Flow rates estimated and accumulated in model
Neighborhood/ Subdivision Boundaries		County	These must be updated annually
Municipal Boundaries		County	These must be updated annually
Pipelines	Material (Pipe & Casing) Year Constructed/ Rehabilitated Diameter (Pipe & Casing) Abandoned vs in service Flow Direction	As Builts	The general line work must be cleaned and made more spatially accurate mostly through valve mapping. Most of the attribute data will be available in as-builts. This will be entered within the first 6 months.
Main breaks	Locations & year	GeoCode – Field Verify	Map according to address or field app to track over time. These will be point locations which can then be associated with the lines.
Valves	Type	As Builts – Field Verify	Many of these are in. A field app will be built for valve verification and tracking valve turning.
Chlorine residual data		GeoCode – Field Verify	Map according to address or field app. Inspection app for monthly reports
Utility Easements	O.R. book & Page #	As Builts	This could be a significant project and will be programmed according to the priority of Town
Sanitary Sewer			
ss Gravity Mains	Diameter, Material, Direction	As Builts	Need to Add Facility ID
ss Manhole Structure	Rim & Invert elevations Year Constructed/ Rehabilitated	As Builts	Need to Add Facility ID
ss Lift Stations		As Builts – Field Verify	Field app specific to Lift Stations, including bypass, generators, etc.
ss Force Mains			The line work to be cleaned and made more spatially accurate through valve mapping. Attribute data will be available in as-builts. To be entered in 6 months.



System / Layer	Attributes	Source	Notes
Background Data			
Streets		County	These must be updated annually
Parcels		County	These must be updated annually
Aerials		County	These must be updated annually
Surface Model		SFWMD	

Long term maintenance will include working with staff to continually update and improve the existing data and map new features as necessary. The FTC approach is to piggyback activities already being performed by staff to track information. Activities will include:

- Coordinating with outside permit agencies, contractors and consultants as directed by Town. This may include building specific data to satisfy requirements, or building specific field verification applications for additional field data collection. These must often be done on an emergency basis.
- Maintain existing GIS map (desktop & web based) with new development project as-builts, and with field corrections from Town staff. These may include proposed projects.
- Provide hyperlinks to as-built record drawings through a map interface. This is possible in desktop or TOD GIS Server.
- Provide training to the respective Town personnel
- Other work orders
- Special work orders for the development of GIS layers for various applications
- Establishing a Capitol Improvement Project tracking tool for Utilities to communicate with the residents and Town
- Evaluation of existing GIS system, and recommendations for future applications & improvements

Long Term GIS Initiatives could include Engineering Analysis supporting Meter updates, Utility Fees, System Modeling, CMOM tracking, Pretreatment and other studies.

FTC is willing and able to host the data until such a time as the TOD is ready for IT to take it over. The benefit of FTC hosting initially is to be able to learn what coordination requirements are required and establish a quick response protocol.

The only way to success is to work with staff. Most of our training is with field staff, who often have the greatest desire to have accurate information in the field. Our references will validate that FTC is committed to performing the best quality services to support the Town of Davie.

We hope we have addressed all RFQ requirements. We are always available to clarify any topics.



Section 2: Firm Qualifications



Florida Technical Consultants (FTC) is pleased to provide the Town of Davie Utilities Department our firm credentials and qualifications. FTC is a Professional Engineering Firm in the State of Florida and small business in Palm Beach County, based out of Delray Beach. We specialize in providing GIS services for Municipalities with Utilities, Public Works and Engineering needs. Having provided the initial GIS conversion from CAD, we know the needs of The Town, understand the scope of services, and have a strong plan to complete the data and operationalize the GIS.

Detailed project experience descriptions are provided in Section 5.

Certificates

FTC is incorporated in Florida.


State of Florida Department of State

I certify from the records of this office that FLORIDA TECHNICAL CONSULTANTS, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 21, 2014.

The document number of this limited liability company is L14000011037.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on January 31, 2016, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirty-first day of January, 2016


Secretary of State

Protagonist CERTIFICATE

To whom this certificate is issued, the following statement is hereby certified:

<http://www.ftc.com> is the official website of Florida Technical Consultants, LLC.

ANNE M. GANNON
PROFESSIONAL ENGINEER
401 W. ATLANTIC AVE. SUITE 200
DELRAY BEACH, FL 33444

Serving you:

TYPE OF BUSINESS	DATE	DATE RECEIVED	DATE PAID	DATE PAID	DATE PAID
FLORIDA TECHNICAL CONSULTANTS, LLC	01-10-14				

"LOCATION AT"
401 W. ATLANTIC AVE. SUITE 200
DELRAY BEACH, FL 33444

**STATE OF FLORIDA
PALM BEACH COUNTY
20160717 LOCAL BUSINESS TAX RECEIPT**
LIC# 2016071704
EXPIRES: SEPTEMBER 30, 2017

**CITY OF DELRAY BEACH
BUSINESS TAX RECEIPT**
RECEIPT NO. 17 0005790
CONTRACT NO. 140452
DATE ISSUED: 7/18/16
BUSINESS TAX: \$181.24
SOLIDWASTE FEE: \$0.00
TOTAL AMOUNT DUE: \$181.24





Local Involvement

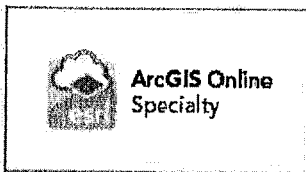


James Barton created the Florida Utility User Group which specializes in educating and promoting GIS in utilities, public works and engineering. They have regular open meetings where new developments and applications are discussed.

ESRI Business Partner



FTC is a Silver Tier ESRI Partner. FTC is recognized by ESRI as a firm that actively promotes GIS to the community.



FTC is an Online Specialty Partner. FTC has advanced skills in implementing ArcGIS Online for increasing field mobility.

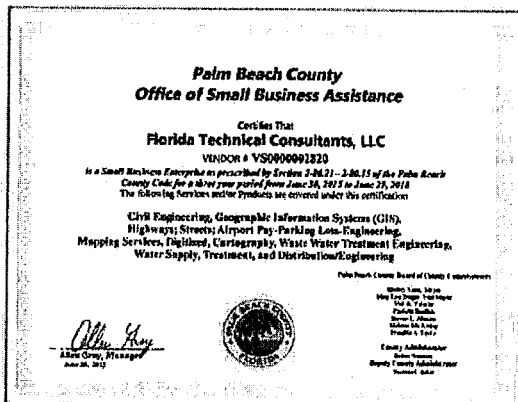
Information on Litigation, Arbitration, Mediation or Other Legal Proceeding

FTC has no incidents of Litigation, Arbitration, Mediation or Other Legal Proceedings.

Insurance

FTC holds Insurance Certificates sufficient to satisfy Town requirements.

Small Business



FTC is a Small Business in Palm Beach County

ACORD 2010 Florida Technical Consultants, LLC Certificate of Insurance (page 1 of 1) 10/21/2014 11:57:20 AM

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFIRMS NO RIGHTS FROM THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT REPRESENT OR GUARANTEE ANY EXTENSION OR ALTERATION OF THE COVERAGE AFFORDED BY THE POLICIES FOLLOWING. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ASSURED AND THE INSURANCE REPRESENTATIVE OR PROVIDER, AND THE CERTIFICATE HOLDER.

INSURANCE: If the certificate holder is an individual business, the policy, must be subject to the following conditions: If the certificate holder is a business, the policy, must be subject to the following conditions: If the certificate holder is a business, the policy, must be subject to the following conditions:

INSURED: FLORIDA TECHNICAL CONSULTANTS, LLC
1301 GOLF PARK DRIVE, SUITE 115
PALM BEACH, FL 33410

COVERAGE: AUTOMOBILE LIABILITY, COMMERCIAL GENERAL LIABILITY, PRODUCT LIABILITY, UMBRELLA LIABILITY

COVERAGE LIMITS: AUTOMOBILE LIABILITY: \$1,000,000 PER OCCURRENCE; COMMERCIAL GENERAL LIABILITY: \$1,000,000 PER OCCURRENCE; PRODUCT LIABILITY: \$1,000,000 PER OCCURRENCE; UMBRELLA LIABILITY: \$1,000,000 PER OCCURRENCE

COVERAGE DEDUCTIBLES: AUTOMOBILE LIABILITY: \$1,000; COMMERCIAL GENERAL LIABILITY: \$1,000; PRODUCT LIABILITY: \$1,000; UMBRELLA LIABILITY: \$1,000

COVERAGE EXCLUSIONS: AUTOMOBILE LIABILITY: EXCLUDED; COMMERCIAL GENERAL LIABILITY: EXCLUDED; PRODUCT LIABILITY: EXCLUDED; UMBRELLA LIABILITY: EXCLUDED

COVERAGE RATES: AUTOMOBILE LIABILITY: \$1,000; COMMERCIAL GENERAL LIABILITY: \$1,000; PRODUCT LIABILITY: \$1,000; UMBRELLA LIABILITY: \$1,000

COVERAGE EFFECTIVE DATE: 10/21/2014

COVERAGE EXPIRATION DATE: 10/21/2015

COVERAGE CANCELLATION: AUTOMOBILE LIABILITY: CANCELLED; COMMERCIAL GENERAL LIABILITY: CANCELLED; PRODUCT LIABILITY: CANCELLED; UMBRELLA LIABILITY: CANCELLED

COVERAGE NOTES: AUTOMOBILE LIABILITY: CANCELLED; COMMERCIAL GENERAL LIABILITY: CANCELLED; PRODUCT LIABILITY: CANCELLED; UMBRELLA LIABILITY: CANCELLED

COVERAGE SIGNATURE: J. Barton

COVERAGE DATE: 10/21/2014

COVERAGE EXPIRATION DATE: 10/21/2015

COVERAGE CANCELLATION: AUTOMOBILE LIABILITY: CANCELLED; COMMERCIAL GENERAL LIABILITY: CANCELLED; PRODUCT LIABILITY: CANCELLED; UMBRELLA LIABILITY: CANCELLED

COVERAGE NOTES: AUTOMOBILE LIABILITY: CANCELLED; COMMERCIAL GENERAL LIABILITY: CANCELLED; PRODUCT LIABILITY: CANCELLED; UMBRELLA LIABILITY: CANCELLED



Section 3: Resources and Availability



Availability

FTC will always be available to meet with the town of Davie for progress meetings, on site training and meetings with any and all outside agencies that require coordination. The office is located in Delray. One employee lives in Broward close to Davie.

Organization

FTC is a small firm with 2 employees, both experts in GIS, one a Professional Engineer. This is important because the project will require an in depth understanding of how utilities work, how they are managed and how to set up the GIS for operations support. This is the specialty of FTC, which is an uncommon focus for Engineering firms. Although FTC has done some engineering design projects, most of our clients are utility departments of municipalities, some with GIS departments and some without. Our approach varies between clients.

Office Headquarters

The FTC Office Headquarters is located at 401 West Atlantic Avenue, Suite 09, Delray Beach, FL 33444. All services will be provided from the Delray Office or through face to face training at the Town. The bulk of data updates will be handled remotely. There are 2 employees based from Delray, both of which will be performing onsite training. Both have a long history working with Town staff. One lives in Broward not far from Davie.

Key Staff

FTC has a combination of full time employees and highly skilled sub-consultants. The combined skills of the team can cover all Town GIS needs. Since the Team is small, it is very economical as additional support can be brought on without significantly increasing overhead expenses. The team can also provide additional value added services that other firms cannot provide.

James Barton P.E. President (FTC Employee 2 Years)

James is the primary project contact and will provide all project management functions, program development, GIS utility data builds and on-site training. James has the background experience to cover all program components.

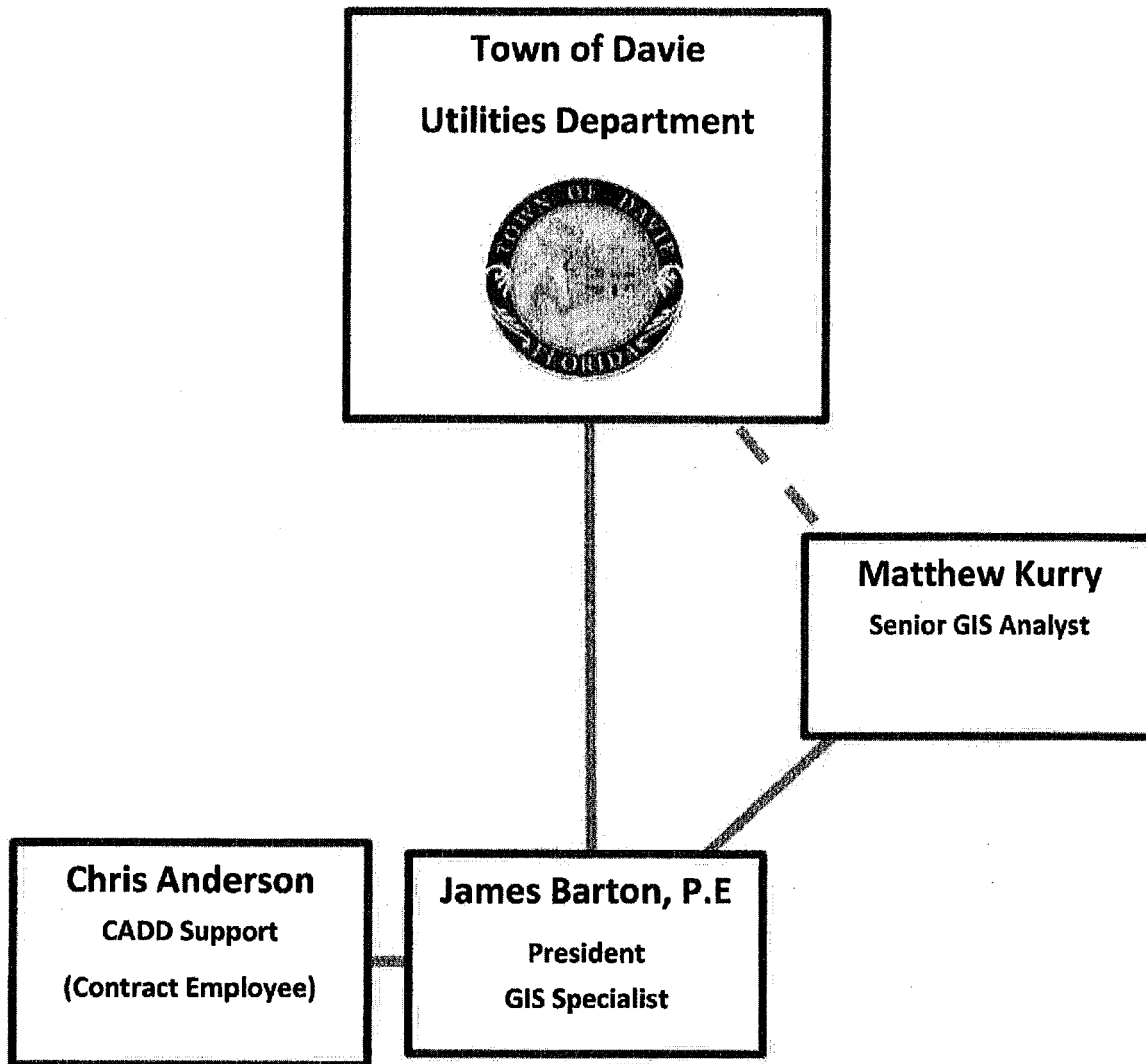
Matthew Kurry: Senior GIS Analyst (FTC Employee 8 Months)

Matthew has a Master's in Geography from FAU. He has served as a GIS specialist for the Seminole Tribe of Florida, and multiple local municipalities in South Florida. He taught GIS at Broward Community College. His main experience at FTC has been using higher GIS functions to perform analysis, geocoding, building mobile applications and train field crews to work with mobile applications to map features from the field. Matt lives in Oakland Park, a short drive from Davie. He knows the field staff and is excited about continuing training.

Chris Anderson: CAD Technician (Contract Employee)

Chris is one of the best CAD technicians in the region. He will provide any CAD support necessary to work with CAD files from contractors.

Organization Chart



James Barton will be the direct contact with the Town. Matthew will work directly with staff through training and program support. Chris will assist with converting Civil 3-D record drawings into a GIS consumable format.



FTC's Current and Anticipated Work Load

Section 1 outlined a detailed methodology proposed for the Town in terms of

- Data Completion
- Operationalization
- Program Support and Training

In summary, the bulk of detailed digitizing work and hours to complete the atlas will fall within the first 6 months. Once built, the focus of work will shift to program support and training, requiring far less hours. Presently FTC has completed data builds for several clients and is in maintenance mode. This means we have as many hours available as needed to continually support the Town at any level indefinitely.

Presently FTC is actively working with 3 clients. The labor intensive data builds are completed. The program now includes training field crews to develop and work with mobile apps to continually collect and track maintenance on features. We anticipate the Town will require limited hours once the data builds are completed. We are very comfortable with the published budget.

Client	Current Program	Hours Required
Town of Palm Beach	Building field apps for Beach Access, Signs, Trees, Buildings,	8 – 12 hrs per week
Cooper City	Tracking valve turning from contractor, finding missing valves, mapping meters and blowoffs	4 hrs per week
South Martin Regional Utilities	Correcting field atlas, Lift Station Inventory, Hydrant replacement program	8 hrs per week
Town of Davie	AVAILABLE HOURS	56 hrs per week available

Resumes

Detailed resumes are provided on the next pages.



James Barton, P.E., LEED AP

Education

Bachelor of Science, Civil Engineering, Queens University
(Canada), 1990

Registration

Professional Engineer, Florida, 59257, 2003

Professional Affiliations

American Society of Civil Engineers
American Water Works Association
Florida Engineering Society
Urban and Regional Information Systems Association
(URISA)

Certifications

ESRI Authorized Trainer
LEED Accredited Professional

Mr. Barton has over 20 years of engineering experience both internationally and domestically. The main focus of his international experience includes engineering design and project management of water and sanitation programs, including water resources, infrastructure rehabilitation and GIS implementation. His domestic experience includes environmental engineering, utilities and road construction. Mr. Barton routinely integrates GIS technology with engineering.

He is working with ESRI developing software tools to assist in detail design and is experience with implementing GIS/ GPS for construction field inspection. He is currently studying towards a Certificate in Integrated Watershed Management and a Certificate in Visual Planning (GIS Technology).

He has been using GIS in engineering since 1999 and became an ESRI Authorized Trainer in 2003. Since then, he has provided training to over 75 students in various organizations and disciplines. His specialty is training for people specializing in utilities, public works and engineering, but he has also trained fire, police and administration.

He started using GIS in his day-to-day activities for simple outputs such as construction maps for contractors and public information campaigns. This led to using GIS for permit maps, analysis and project planning for proposals and finally design projects. In 2004, he started working with ESRI developing GIS tools that could be used for detailed design and transferring data out of and into the CAD environment.

These tools have been presented at numerous conferences and user group meetings. One of the latest developments is linking design tools with existing LIDAR data. This allows for conceptual design with real elevations without the survey, taking survey out of the critical path of project planning.

Mr. Barton has provided training to

- Chen and Associates, 2004, 2005
- Islamorada, Village of Islands, 2005
- City of Sunrise, 2006
- City of Marathon, 2006, 2009
- Monroe County Property Appraisers Office, 2006
- Wantman Group, 2007
- Florida Keys Aqueduct Authority, 2007
- City of Dania Beach, 2007
- City of Miami Gardens, 2009
- Coral Springs Utilities 2011
- Highland Beach 2015
- Town of Davie 2015
- Coral Springs Improvement District 2016

Mr. Barton also founded the Florida Utility User Group, which works on integrating GIS technology into engineering. The group currently has over 300 members.



Matthew A. Kurry

Education

Florida Atlantic University, Boca Raton, Florida,
College of Science Department of Geography
and Geology Graduate Program, Geographic
Information Science emphasis, Graduation May
2004

Awarded a Graduate Teaching assistantship in
World Geography Spring 03-04 & Map Analysis
Spring04 Elected to Gamma Theta Upsilon
International Geographical Honor Society

West Virginia University, Morgantown, West
Virginia. College of Liberal Arts; Geographic
Information Science/ Remote Sensing Major,
December 2001 graduation

Elected to serve two semesters as student
Teaching Assistant in Communication Studies.

Computer / Technical

Geographical Information Systems/Remote
Sensing: ESRI ArcGIS and components 8.3-10,
MapInfo Professional & AnySite Package,
Microsoft Street and Trips 2012, Tremble GPS &
components, Erdas Imagine 3D GIS, GeoVec,
Alteryx Engine ESRI Virtual Campus training,
CAD to GIS conversion, Digital image
interpretation, Photogrammetry, LIDAR,

Database Management: Business Objects,
Oracle, MS Access, ESRI SDE 9.1

Operating Systems: Windows NT, XP, Unix,
DOS, Linux

Miscellaneous: Adobe Photo Shop, Digitizing,
Large Format Scanning and Printing, Web Page
Design

Mr. Kurry has strong analytical and technical
skills with current Geographic Information
Systems experience. He has familiarity and real
world practice with ESRI and MapInfo products,
remote sensing, data validity and collection
techniques. Mr. Kurry received both a Masters
and Bachelors in Geography with coursework in
GIS, remote sensing, and Urban and Regional
planning. Proven team player and individual
contributor with valuable leadership and
mentoring skills.

Florida Technical Consultants.
November 2015-Current.

Employed as a Senior GIS Consultant
responsible for utilities data migration and
integration. Accountable for providing GIS
support services to municipalities, engineering
firms and contractors. Assignments include

- CAD to GIS conversion,
- ArcGIS Online application development
- GeoCode geographic data sets (meters, etc)
- Large data migrations
- Utility atlas production
- On-Site Field Training

Broward County School Board.
March 2014-November 2015.

Served as a daily substitute teacher in Broward
County public schools. Provided classroom
instruction at assigned institution.

Robert K Futterman. New York,
November 2012-February 2014.

Senior GIS Analyst at national retail real estate
firm. Primary responsibilities include creation of
competition maps, demographic analyses and
maintenance of a proprietary database.

Toys R US Corporate. Wayne New Jersey,
December 2011- November -2012.

Research analyst at Toys R US corporate head
quarters. Responsible for conducting GIS Based
analytical research and location selection.

NOVA Southeastern University. Ft. Lauderdale,
School of Business and Entrepreneurship,
April 2010- December 2011.

Employed by NOVA University teaching GIS for
Marketing to MBA students in the Real Estate

Broward College. Davie Campuses,
December 2009 - December 2011.

Geography professor. Classes included GIS 1&2,
Remote Sensing, World Geography, Natural
Resources, Human Geography and Introduction
to Geography.

City of Oakland Park Florida.
April 2011-September 2011.

Contract GIS analyst to digitize and update
existing utility atlas, analyzing aerial photography
to locate and digitize utility sewer features such
as manholes, lift stations and sewer lines. Use
ground control points to orthorectify raster images
to be overlaid on aerial photography.



Christopher A Anderson (Contract Employee)

Education

Associate of Science, Computer Aided Drafting,
ITT Technical Institute, 2003

Mr. Anderson serves as a CAD Designer. His previous experience includes designing subdivisions in California as well as Utah. In addition, he has been utilizing Civil3D for design and plan production.

While assisting FTC, Mr. Anderson routinely receives CAD files from contractors / engineering firms, converts the digital CAD into GIS friendly layers and transposes them into correct coordinate spaces. Doing some of the CAD cleanup work before migrating into GIS often saves enormous amounts of time and money for the client.

The following projects reflect Mr. Anderson's previous work experience while with another firm:

Broadview Park Bid Pack 3. The Broadview Park Neighborhood Improvement Project (BNIP) was the last of the Neighborhood Infrastructure Improvements projects to be carried out by Broward County in the unincorporated areas. This Bid Package addressed the sanitary sewer and drainage improvements, as well as improvements to the community's sidewalks, roadway and landscape. These improvements consisted of 47,000 linear feet of gravity sewer, 6,200 linear feet of 8" force main, 20,100 linear feet of drainage pipe along with roadway restoration and new sidewalks for a total construction cost of approximately \$13.3 million. The gravity sewer system was designed using a GIS capacity analysis tool that calculated and summarized the flow rates for each parcel in the service area. GIS was utilized during the permitting phase to graphically show the flow for each pipe and during construction to track resident complaints, track the work that had been completed and estimate the Contractor's variance from the original schedule.

Riviera Beach Blue Heron Boulevard. Relocation of utilities in conjunction with the Florida Department of Transportation road widening project on Blue Heron Boulevard. The project includes coordination with the City to determine the location and condition of existing City-owned facilities including water mains, raw water mains, gravity sewer and force main. Based on the

conflicts identified between City facilities and the future

FDOT facilities, design drawings will be produced for the utility relocations and replacements. Extensive coordination with the Florida Department of Transportation is necessary to determine funding sources, location of proposed facilities, scheduling and permitting. Coordination is also required with the Palm Beach County Health Department for permitting.

Riviera Beach Dyer Rd and Haverhill Blvd. Coordinating the relocation of underground utilities which are in conflict with the proposed road widening project for Dyer Blvd. and Haverhill Road. Once the site visit was completed he did a site visit and coordinated with several agencies to estimate the scope of services required for this relocation.

The scope of service included the following:

- Coordination with Palm Beach County
- Coordination with City
- Coordinate with Palm Beach County Health Department
- Additional test holes for utility locates
- Prepare relocation design plans
- Permit assistance
- Bidding assistance
- Construction administration

RBUD Blue Heron Congress. Coordinated the relocation of underground utilities w proposed road widening project.



Section 4: Experience with Government Entities



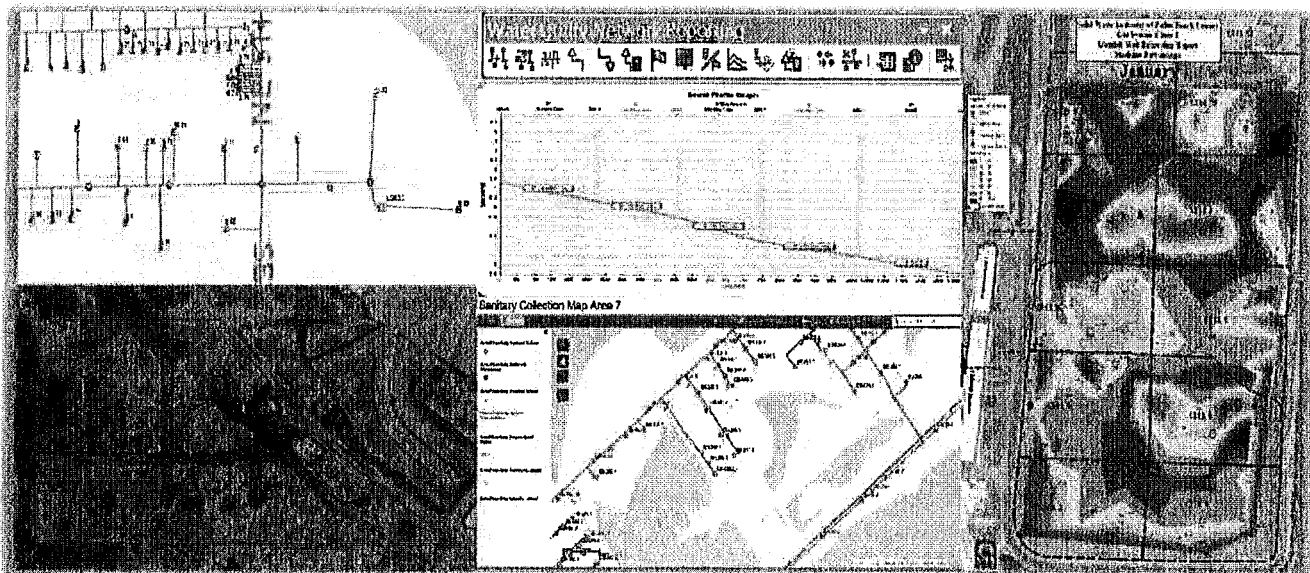
Florida Technical Consultants (FTC) was founded in 2014. Based on extensive experience using GIS for engineering projects, and as an ESRI Silver Business Partner with an ArcGIS Online Specialty, the Goal of FTC is to provide support services to Municipalities through:

- Data Compilation and Analysis for Projects and Studies
- GIS Data Building, Cleaning and Configuring for Utilities / Public Works Management
- Engineering Design, Permitting, Technical Specifications and Support Services
- Plans Review for GIS Compliance
- ArcGIS Online for Field Construction Administration
- Construction Information Management, GIS Record Drawing Submittals
- GIS Training and Support

The founder, James Barton P.E., LEED AP, has over 20 years of experience in engineering design and project management of water, sanitation and stormwater programs, including water resources, infrastructure rehabilitation and GIS implementation, environmental engineering, utilities and road construction. Mr. Barton has routinely integrated GIS technology with engineering, developing software tools to assist in system modeling, design and construction administration.

Since becoming an ESRI Authorized Trainer in 2003, he has provided training to over 75 students in various organizations and disciplines. His specialty is training for people specializing in utilities, public works and engineering, yet has trained fire, police and administration.

FTC can offer utility departments improved efficiency through understanding and utilizing existing data, applying analysis tools and techniques for quality control, interfacing with contractors to track construction quantities and providing GIS record drawing submittals to clients.

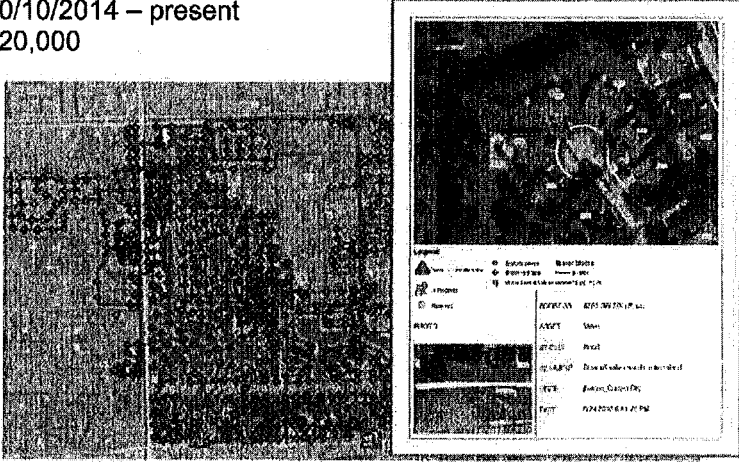
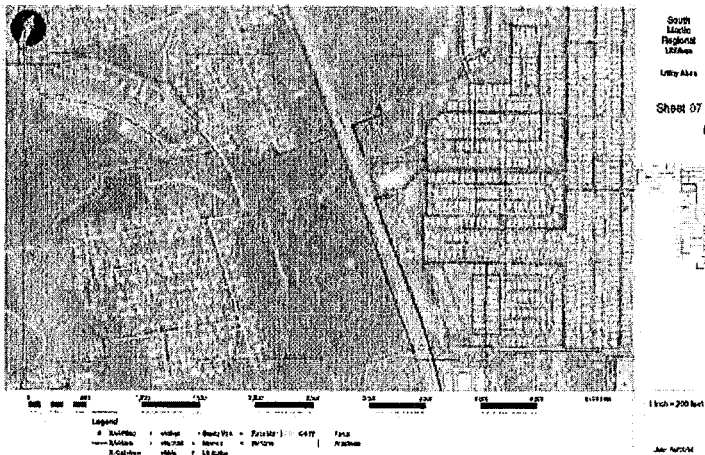




Section 5: Client References and Past Performance



The following pages provide descriptions of similar projects completed or in progress. Most projects are being managed as continuing program support programs.

<p>Cooper City Mr. Michael Bailey 11791 SW 49th Street Cooper City, FL 33330 (954) 434-5519 mbailey@coopercityfl.org</p>	<p>FTC converted the City CAD Atlas to GIS. Systems included water, sewer and drainage. Geometric networks were set up and run for valve isolation and capacity analysis. Coordinated label hydrants with Fire Dept. Tracked progress of valve turning contractor. ArcGIS Online Applications were developed and staff trained to inventory, verify features and track emergency repairs. 10/10/2014 – present \$20,000</p> 
<p>South Martin Regional Utility Mario E. Loaiza, P.E. - Utility Director 9650 SE Water Street Hobe Sound, FL 33475 (772)-546-6259 mloaiza@tjl.martin.fl.us</p>	<p>FTC converted the utility atlas to GIS, including water and sewer. The process was complicated by the existing CAD parcel data being geographically incorrect in some cases necessitating field verification. Mobile apps were created in ArcGIS Online to validate data from the field. 5/1/2015 – present \$20,000</p> 

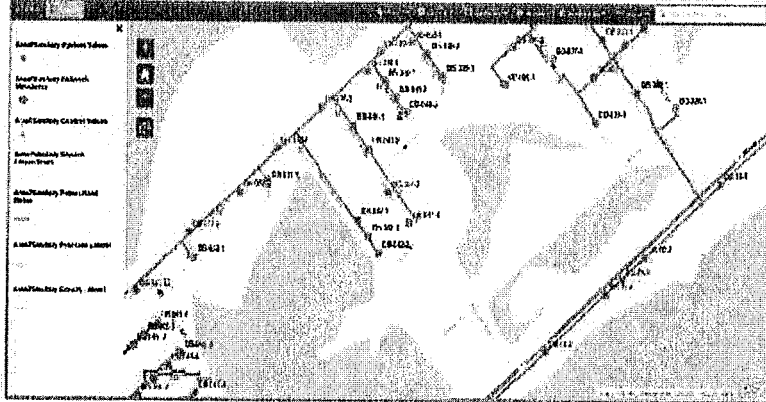


City of Marathon
 George Garrett
 9805 Overseas Highway
 Marathon, FL 33050
 Ph (305) 289-4111
 garrettg@ci.marathon.fl.us

FTC converted City CAD Atlas to GIS. A systems geodatabase had to be created to handle vacuum sewer system. CAD text data was used to populate geodatabases. ArcGIS Online Applications were developed and staff were trained to inventory and field verify features.

10/7/2014 – present
 \$10,000

Sanitary Collection Map Area 7



Town Palm Beach
 Mr. William Francis PE
 951 Okeechobee Rd.
 Suite A, West Palm Beach,
 FL 33401
 Ph (561) 838-5440
 Fax 561 835 4683
 WFrancis@
 TownofPalmBeach.com

FTC converted the CAD Atlas to GIS. Systems included sewer and drainage. CAD text data was used to populate geodatabases. Geodatabases were built to create system profiles and perform sewer capacity analysis. ArcGIS Online Applications were developed and staff were trained to inventory and field verify features.

3/24/2014 present
 \$35,000 (in progress)



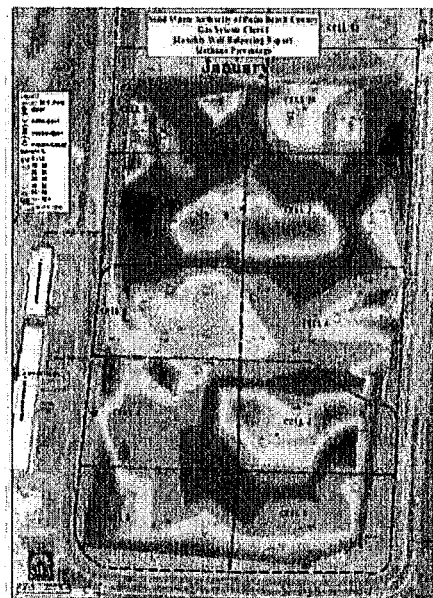
City of Boca Raton Utilities
 Ms. Talia Garcia
 4101 Glades Road
 Boca Raton FL 33431
 (561) 338-7307
 TGarcia@ci.boca-raton.fl.us

FTC provided GIS services to the City of Boca Raton Utilities converting Water, Raw Water, Reclaim Water and Sewer Data from CAD to GIS. The data was migrated into the 10.2 Local Government Model Geodatabase. Geometric networks were set up and run for valve isolation and capacity analysis. These changes will be presented to ESRI in order to update the LGIM to support these systems.
 1/1/2013 – present
 \$20,000



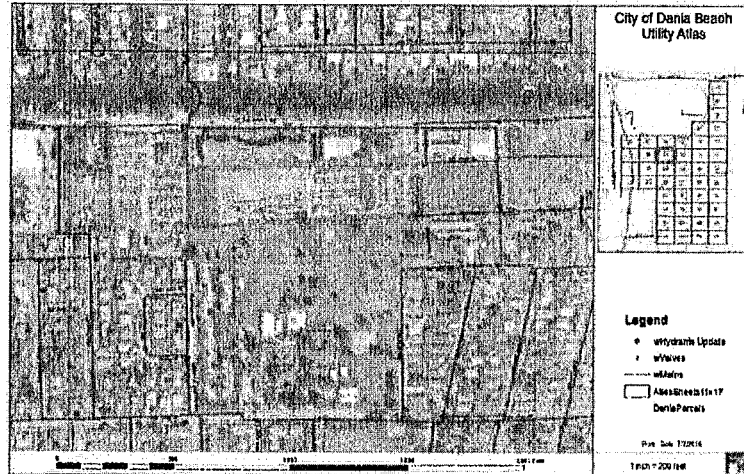
Solid Waste Authority of Palm Beach County
 Ms. Josephine Rudd
 7501 N. Jog Road
 West Palm Beach, FL 33412
 (561) 640-4000 x 4618
 jrudd@swa.org

FTC converted the Utilities CAD Atlas to GIS as a sub to another firm. Systems included site, water, sewer, drainage, leachate, electrical, gas well monitoring, water and drainage. Several methods were used to map well monitoring values to visualize trends. FTC is now training SWA staff in converting CAD drawings to GIS and maintaining the system.
 09/10/2014 – present
 \$20,000



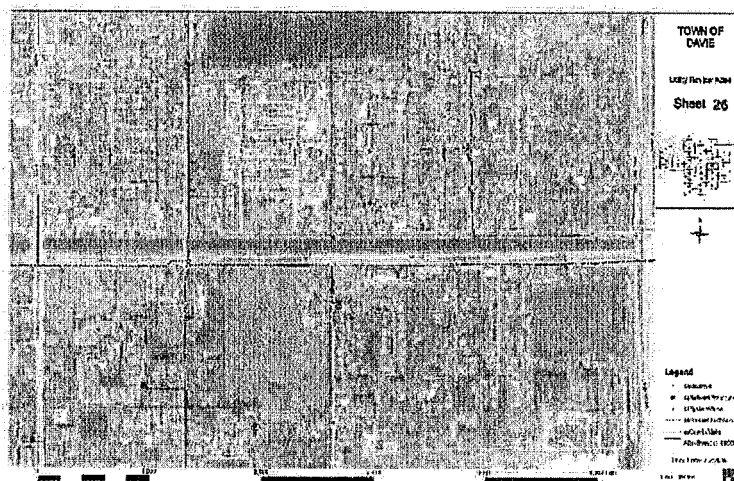
City of Dania Beach
Mr. Ronnie Navarro
1201 Stirling Rd
Dania Beach, FL 33004
(954) 924-3615
rnavarro@ci.dania-beach.fl.us

FTC converted the City CAD Atlas to GIS with another firm. FTC is now field verifying the system and updating the GIS using high resolution aeriols and ArcGIS Online. Systems included water, sewer and drainage.
08/10/2015 – present
\$10,000



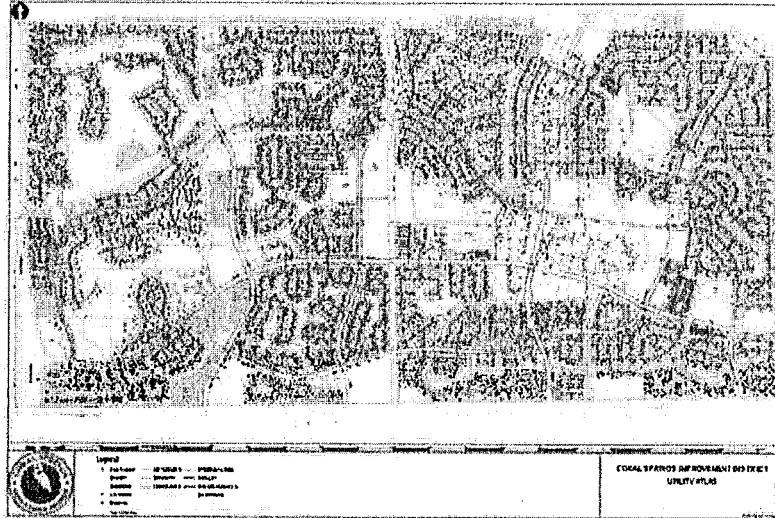
Town of Davie
Mr. Don Bayler
Utilities Director
7351 SW 30 Street
Town of Davie,
FL 33314
Ph 954-327-3741
Fax 954-327-3752
Don_Bayler@davie-fl.gov

FTC converted the City CAD Atlas to GIS. ArcGIS Applications were developed and staff were trained to inventory and field verify features. Systems included water and sewer.
09/15/2014– present
\$20,000



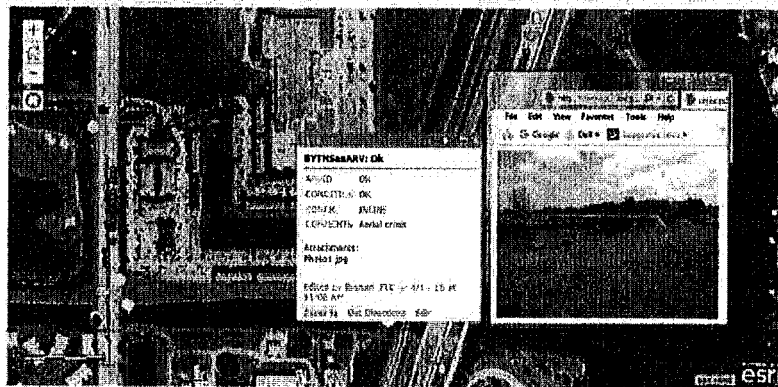
Coral Springs Improvement District
Mr. Curt Diggins
Supervisor, CSID
Coral Springs FL 33071
(954) 796 6608
CurtD@fladistricts.com

FTC provided data setup and training for the CSID to collect and input their own data into GIS. Training was done on data collection using ArcGIS Online field apps and building data sets with desktop.
10/01/15 – Present
\$4,000



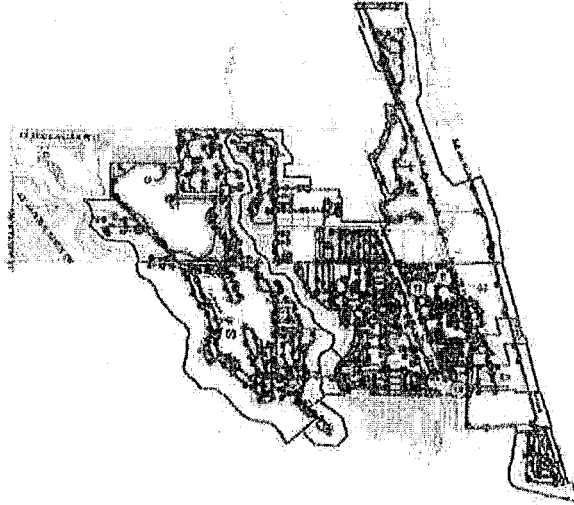
Boynton Beach Utilities
Michael Low, Manager,
Technical Services
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd.
Boynton Beach,
Florida 33435
(561)-742-6403
lowm@bbfl.us

FTC created a GIS Data set to support modeling in Potable Water, Sanitary Sewer, Reclaim Water and Stormwater. Several sources of existing data were merged and topologically cleaned for snapping, node creation. Elevations were extracted and used to populate nodes. ArcGIS Applications were developed and staff were trained to inventory and field verify features.



Village of Tequesta
 Mr. Sam Heady
 345 Tequesta Dr
 Tequesta, Florida 33469
 (561) 722-1167
 sheady@tequesta.org

FTC converted the Village Utilities CAD Atlas to GIS. Systems included water and drainage. Coordination was done with Martin County and Loxahatchee River District to collect their facilities and input them into GIS. Water meters were mapped by geocoding. ArcGIS Online mobile apps were created for maintenance crews to validate information from the field. All data was loaded into an asset management system.
 09/10/2015 – present
 \$20,000



Section 6: Pricing and Other Forms

**Town of Davie Bid
B-16-168 Continuing GIS Services**

SECTION 4.0 PRICING PAGE

JOB CLASSIFICATION	RATE
GIS CONSULTANT: Project Manager	\$125/hour
GIS CONSULTANT: GIS Specialist	\$95/hour

Executed by: James Barton, P.E., LEED AP

Title: President (Type or print name)

For (Company): Florida Technical Consultants, LLC

Address: 401 West Atlantic Ave Suite 09 Delray Beach FL 33444

Telephone Number: 954.914.8488 Fax Number: 561.265.0806

Email: jbarton@fitechinc.com

The Bidder agrees to accept the Town of Davie's Visa procurement card for payment. Circle one
YES OR **NO**



6-2

Town of Davie Bid
B-16-168 Continuing GIS Services

SECTION 5.0 TOWN REQUIRED FORMS

NON-COLLUSIVE AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

James Barton, P.E., LEED AP being first duly sworn deposes and says that:

BIDDER is the President
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By James Barton, P.E., LEED AP

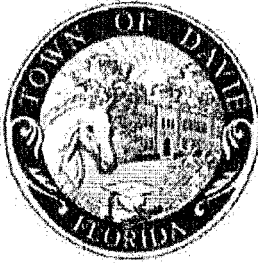
Subscribed and sworn to before me this 4 day of October, 2016.

Judith A. Clark
Notary Public (Signature)

My Commission Expires: _____



**Town of Davie Bid
B-16-168 Continuing GIS Services**



**TOWN OF DAVIE
E-VERIFY FORM**

Bid No: B-16-168

Project Description: Continuing GIS Consulting Services

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: Florida Technical Consultants, LLC

Authorized Signature: 

Print Name James Barton, P.E., LEED AP

Title: President

Date: October 6, 2016

**Town of Davie Bid
B-16-168 Continuing GIS Services**

CONFIRMATION OF DRUG-FREE WORKPLACE

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

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.

Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

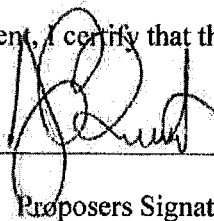
In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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



James Barton, P.E., LEED AP

Proposers Signature

**Town of Davie Bid
B-16-168 Continuing GIS Services**

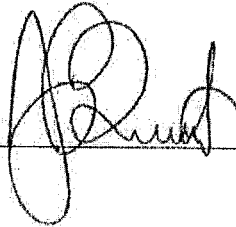
EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, James Barton, P.E., LEED AP, Company Florida Technical Consultants, LLC

Attest that all personnel used in the performance of this work have had a criminal background check, and have no criminal offenses, a negative drug test result, and are legally documented to work in the United States.

The Town of Davie requests copies of the criminal back ground checks and drug test results.

Proposer's Signature _____

A handwritten signature in black ink, appearing to be 'JBarton', written over a horizontal line.

Town of Davie Bid
B-16-168 Continuing GIS Services

ATTACHMENT "E"

**Town of Davie
Vendor/Bidder Disclosure**

I, James Barton, P.E., LEED AP, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization:	<u>Florida Technical Consultants, LLC</u>
Address:	<u>401 West Atlantic Ave Suite 09</u>
	<u>Delray Beach FL 33444</u>
FEIN	<u>47-1886339</u>
State and date of incorporation	<u>Florida</u>

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
James Barton, P.E., LEED AP	401 West Atlantic Ave Suite 09 Delray Beach FL 33444	100 %
		%
		%
		%

2. The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest

**Town of Davie Bid
B-16-168 Continuing GIS Services**

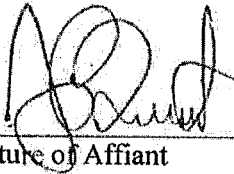
in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

N/A

By:



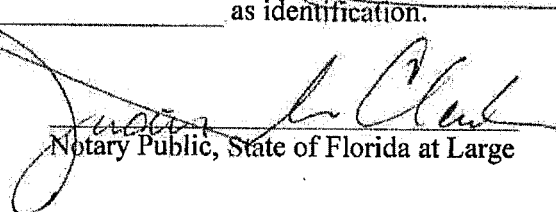
Signature of Affiant

Date: October 6, 2016

James Barton, P.E., LEED AP

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 4 day of October 2016 by James Barton he/she is personally known to me or has presented _____ as identification.



Notary Public, State of Florida at Large

Print or Stamp of Notary

Serial Number _____

My Commission Expires : _____



Town of Davie Bid
B-16-168 Continuing GIS Services



Town of Davie
Local Vendor Preference

Affidavit of Eligibility

Complete all areas below. Incomplete forms may be rejected.

_____ My business is located within the Town of Davie.

LEGAL NAME OF FIRM: _____ N/A

Physical address: _____

Phone number _____ Fax number _____

Email address _____

Has the business name changed since it was opened in Davie? Yes _____ No _____

If Yes please provide the previous business name: _____

Taxpayer Identification Number: _____

Date your business was established in Town of Davie: _____

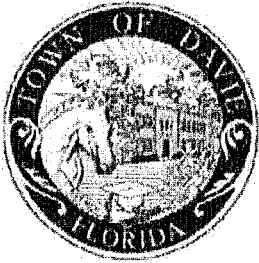
Business license: License number: _____ Date issued: _____

_____ A copy of my Business Tax Receipt is attached.

I employ _____ (insert a number) full time employees.

If your business is a Broward County business but not located within the Town of Davie please fill out the information on the next page.

Town of Davie Bid
B-16-168 Continuing GIS Services



Town of Davie
Local Vendor Preference
Broward County Vendor

Affidavit of Eligibility

Complete all areas below. Incomplete forms may be rejected.

_____ My business is located within Broward County but not in the Town of Davie.

LEGAL NAME OF FIRM: _____ N/A

Physical address: _____

Phone number _____ Fax number _____

Email address _____

Has the business name changed since it was opened in Broward County? Yes _____ No _____

If Yes please provide the previous business name: _____

Taxpayer Identification Number: _____

Date your business was established in Broward County: _____

Business license: License number: _____ Date issued: _____

_____ A copy of my Business Tax Receipt is attached.

I employ _____ (insert a number) full time employees.

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

**Town of Davie Bid
B-16-168 Continuing GIS Services**

Authorized Signature: _____ Date: October 6, 2016

Printed Name & Title: James Barton, P.E., LEED AP President

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer Identification
Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Florida Technical Consultants, LLC	
	Business name, if different from above Florida Technical Consultants, LLC	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ♦ _____ <input type="checkbox"/> Other (see instructions) ♦ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 401 West Atlantic Ave Suite 09	
	City, state, and ZIP code Delray Beach FL 33444	
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
OR
Employer identification number 47-1886339

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here Signature of
U.S. person ♦

Date ♦ October 6, 2016

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are

waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.

I, James Barton, P.E., LEED AP representing Florida Technical Consultants, LLC
declare that I have read the attached form and that (check one):

☒ My company is not interested in lobbying either staff or elected officials on any
subject associated with this Request for Proposal (RFP)

☐ My company is interested in lobbying either staff or elected officials on matters
associated with this Request for Proposal (RFP). I understand that in order to lobby, I must fill
out the attached form and submit it to the Town Clerk's Office along with a registration fee of
\$50.00.

Title of RFP: Continuing GIS Consulting Services

Bidder Name: Florida Technical Consultants, LLC

Address: 401 West Atlantic Ave Suite 09

Delray Beach FL 33444

Phone Number: 954.914.8488

Fax Number: 561.265.0806

e-mail Address: jbarton@ftechinc.com

Signature: 

Print Name: James Barton, P.E., LEED AP

LOBBYING INTEREST

Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.

I, James Barton, P.E., LEED AP representing Florida Technical Consultants, LLC declare that I have read the attached form and that (check one):

☒ My company is not interested in lobbying either staff or elected officials on any subject associated with this Request For Proposal (RFP)

☐ My company is interested in lobbying either staff or elected officials on matters associated with this Request For Proposal (RFP). I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.

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Phone Number: 954.914.8488

Fax Number: 561.265.0806

Email Address: jbarton@fltechnic.com

Signature: 

Print Name: James Barton, P.E., LEED AP

TOWN OF DAVIE LOBBYIST'S REGISTRATION STATEMENT AND OATH

Registration will be annual, from October 1st to September 30th, and shall be renewed for each year during which lobbying activities are to take place. Only one annual registration form is required. If, however, any of the information required on the registration form is new or changed (for example, a new principal, as defined by Section 2-57 of Ordinance 2012-17, or a new specific subject of lobbying), the Lobbyist must then supplement or amend the registration before additional lobbying. (Ordinance 2012-17, Section 2-58(d))

LOBBYIST INFORMATION (Ordinance 2012-17, Section 2-58(a)(1))

Name N/A

Address _____

(must be a physical address (e.g. not a Post Office Box) where the lobbyist resides or customarily does business)

City _____ State _____ Zip _____ Telephone _____

Explain the nature and extent of any business, professional or familial relationship which the lobbyist, or any member of the lobbyist's immediate family, has had with any Town official, or member of the immediate family of any Town official within the period of time commencing twenty-four (24) months prior to registration.

Explain the nature and extent of any involvement, activity or assistance, whether paid or voluntary, by any lobbyist, or any member of the lobbyist's immediate family, with the current or the most recent campaign of any current elected Town official, or current candidate for Town Council. (2012-017, Section 2-58(a)(3))

LOBBYIST'S PRINCIPAL(S) INFORMATION (Ordinance 2012-17, Section 2-58(a)(4))Name N/AAddress _____
(must be a physical address (e.g. not a Post Office Box) where the principal resides or customarily does business)

City _____ State/Zip _____ Telephone _____

Explain the general and specific matters upon which the lobbyist intends to lobby, if known at the time of registration. *If not* known at time of filing, the registration must be supplemented when the matter is determined. (Ordinance 2012-017, Section 2-58(a)(5))

I hereby acknowledge that I have received a copy of Ordinance 2012-17, concerning registration of lobbyists and acknowledge that any violation of this Ordinance shall result in penalties as stated in said Ordinance. I further acknowledge that this form must be accompanied by payment in the amount of \$50 for each principal represented and by each lobbyist. (Ordinance 2012-17, Section 2-58(b))

I hereby attest and affirm under penalty of perjury, that the facts contained herein are true and correct. Further, I understand that I am required to notify the Town Clerk, in writing, of any changes to the information contained herein and that I am required to complete a lobbyist statement for each new principal or subject matter which occurs throughout the year.

Signature of Lobbyist _____

STATE OF FLORIDA) _____

) SS:

COUNTY OF)

Sworn to and subscribed before me this _____ day of _____ 20__ by _____ who is personally known to me or who has produced _____ as identification.

My Commission expires _____

Name _____ Signature _____

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES****PART I:**

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated 9/23/2016
Addendum #2, Dated 10/05/2016
Addendum #3, Dated _____
Addendum #4, Dated _____
Addendum #5, Dated _____
Addendum #6, Dated _____
Addendum #7, Dated _____
Addendum #8, Dated _____

PART II:☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.FIRM NAME: Florida Technical Consultants, LLCAUTHORIZED SIGNATURE:  DATE: October 6, 2016TITLE OF OFFICER: James Barton, P.E., LEEDAP President



ADDENDUM TO BID DOCUMENTS

SOLICITATION B-16-168 Continuing GIS Services

ADDENDUM No. 1 **BID OPENING DATE** 10/6/16 @ 2:00pm **TODAY'S DATE** 9/23/2016

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

RFIs

- Q.1: Pipelines: Will the information of the pipelines (coordinate locations, material, year etc..) be provided or will it require field collection and locating the pipelines?
- A.1: This information will be provided by TOD Utilities staff via as-built data and field verification.
-
- Q.2: Manhole/Cleanout: This will require field survey crew to collect the rim and invert elevations. Will this information be provided or is it requested that we collect this data as well?
- A.2: This information will be provided by TOD Utilities staff via as-built data and field verification.
-
- Q.3: Fire Hydrant/Lift Station/Backflow Prevention Devices: Once again will the information be provided to map or data collection is part of these items as well?
- A.3: Same as above with the addition of hydrant maintenance vendor data.
-
- Q.4: TOD utilities: Is it required to provide coordinate locations of TOD utilities in survey grade accuracy or if sub-meter (2-3 feet) accuracy is acceptable. (This question applies to all other items above)
- A.4: Only water meter coordinates would require survey grade; for all other data points sub-meter will be sufficient.
-
- Q.5: How strict are the experience qualifications you are seeking in the candidate? Our survey department had an underground utilities data collection project that we can transform into a GIS application to show as a demonstration of our skills. Would this be acceptable? Additionally, we have numerous GIS projects which show our expertise in the software performing many GIS functions however it isn't all applicable to utility work. Is this acceptable?

6591 Orange Drive Davie, FL 33314 ☎ 954-797-1016 ✉ purchasing@davie-fl.gov

617

Town of Davie

- A.5: We are looking for an experienced team in the ESRI GIS online platform that can provide ongoing support to utility specific existing layers and new data layers as required.

Reviewed by:



Purchasing Manager
Purchasing Division

Acknowledged by:

Florida Technical Consultants, LLC

Contractor

James Barton, P.E., LEED AP

Authorized Representative (Printed)
President

Title

Signature

October 6, 2016

Date

PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

	<u>NAME</u>	<u>ADDRESS</u>
President	James Barton, P.E., LEED AP	401 West Atlantic Ave Suite 09 Delray Beach FL 33444
Vice-President	N/A	
Secretary	N/A	
Treasurer	N/A	
Registered Agent	N/A	

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

James Barton, P.E., LEED AP 12008 North Lake Drive Boynton Beach, FL 33436

Post Office Address

PROPOSER:

Florida Technical Consultants, LLC

(CORPORATE NAME)

jbarton@fltechinc.com

PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST:

SECRETARY

YES ☒ NO ☐

If no, give address of principal place of business:

PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

N/A

PROPOSER

(FIRM NAME)

Witnesses:

(SEAL)

SIGNATURE AND E-MAIL ADDRESS

PRINT NAME

Title (Sole Proprietor or Partner)

Post Office Address:

TELEPHONE

CITY in which fictitious name is registered.


Attach a copy of proof of registration

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 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.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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


VENDOR'S SIGNATURE

James Barton, P.E., LEED AP
PRINTED NAME

Florida Technical Consultants, LLC
NAME OF COMPANY

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby."... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.



 SIGNATURE

 James Barton, P.E., LEED AP
 PRINTED NAME

 Florida Technical Consultants, LLC
 NAME OF COMPANY

 President
 TITLE

Failure to sign this page shall render your bid non-responsive

**Town of Davie
B-16-168
Continuing GIS Services**

SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

- | | | |
|---------------------------------------------------------------|-------------------------------------|-----------------------------|
| 1. www.davie-fl.gov | <input type="checkbox"/> | |
| 2. www.demandstar.com | <input checked="" type="checkbox"/> | |
| 3. The Sun Sentinel | <input type="checkbox"/> | |
| 5. Referral/word-of-mouth | <input type="checkbox"/> | Specify Source: _____ |
| 6. Search Engine/Internet search | <input type="checkbox"/> | |
| 7. E-mail, newsgroup, online chat
_____ | <input type="checkbox"/> | Specify _____ Source: _____ |
| 8. Banner or Link on another website | <input type="checkbox"/> | |
| 9. Flyer, newsletter, direct mail | <input type="checkbox"/> | Specify Source: _____ |
| Other
_____ | <input type="checkbox"/> | Specify _____ Source: _____ |

Please note: This survey form is used for internal Procurement purposes only.

**Town of Davie
B-16-168
Continuing GIS Services**

INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Town Council, the Town of Davie and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

Florida Technical Consultants, LLC
Proposer's Name

[Signature]
Signature

October 6, 2016

Date

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me, the under signed authority,

James Barton, P.E., LEED AP who, after first being sworn by me, affixed his/her
[name of individual signing]
signature in the space provided above on this 4 day of October, 2016

[Signature]

NOTARY PUBLIC



**Town of Davie
B-16-168
Continuing GIS Services**

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 the **TOWN OF DAVIE, FLORIDA**

By: James Barton, P.E., LEED AP
(print individual's name and title)
For: Florida Technical Consultants, LLC
(print name of entity submitting sworn statement)

whose business address is: 401 West Atlantic Ave Suite 09 Delray Beach FL 33444

and (if applicable) its Federal Employer Identification Number (FEIN) is: 47-1886339
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

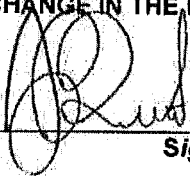
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The 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 a 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 Paragraph 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 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" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in

**Town of Davie
B-16-168
Continuing GIS Services**

management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations 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.
 - ☐ 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 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 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.



James Barton, P.E., LEED AP

Signature

Sworn to and subscribed before me this 4 day October, 2016

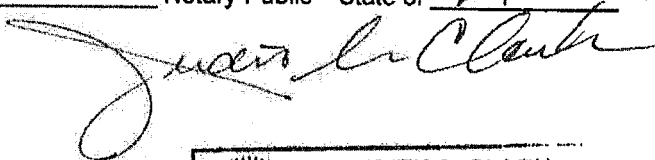
Personally known

OR

Produced identification _____

Name of Notary

Notary Public - State of FL

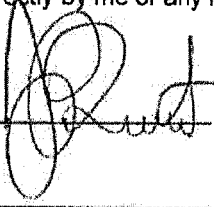


Town of Davie
B-16-168
Continuing GIS Services

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF Palm Beach }

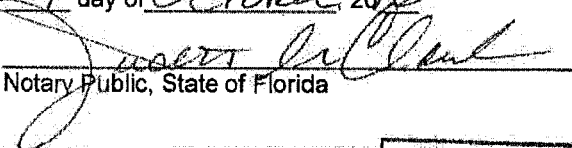
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and Florida Technical Consultants, LLC or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.



By: James Barton, P.E., LEED AP

Title: President

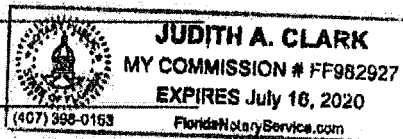
Sworn and subscribed before this

4 day of October 2016


Notary Public, State of Florida

(Printed Name)

My commission expires: _____



**Town of Davie
B-16-168
Continuing GIS Services**

NON-COLLUSIVE AFFIDAVIT

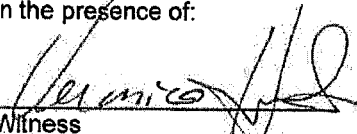
STATE OF FLORIDA }
 }
COUNTY OF Palm Beach }

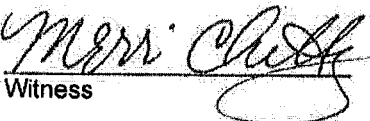
SS:

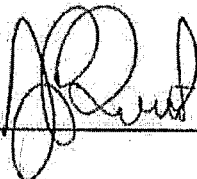
James Barton, P.E., LEED AP being first duly sworn, deposes and says that:

- a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Florida Technical Consultants, LLC the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:


Witness


Witness

By: 

James Barton, P.E., LEED AP
(Printed Name)

PRESIDENT
(Title)

Town of Davie
B-16-168
Continuing GIS Services

ACKNOWLEDGMENT

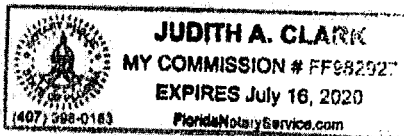
STATE OF FLORIDA }
 } SS:
COUNTY OF Palm Beach }

BEFORE ME, the undersigned authority personally appeared James Barton, P.E., LEED AP to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that James Barton executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 4 day of October, 2020.

My Commission Expires:

Judith A. Clark
Notary Public State of Florida at Large



**Town of Davie
B-16-168
Continuing GIS Services**

PROPOSER QUESTIONNAIRE

1. Today's Date: October 6, 2016
2. Name of Company Submitting Proposal: Florida Technical Consultants, LLC
3. How many years has your firm been in business under its present business name?: 2
3. Under what other former name(s) has your firm operated?: None
4. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: ☒ No Yes If yes, please explain: _____
5. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: ☒ No Yes
If yes, please explain: _____
6. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: ☒ No Yes
If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this BID. Please attach certificate of competency and/or State registration.
Florida Corporate Charter: L14000011037
Florida Professional Engineering License number: 30931
8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary): James Barton, P.E., LEED AP - ESRI instructor/GIS
9. State the name and title of the individual who will have personal management of the work: James Barton, P.E., LEED AP

**Town of Davie
B-16-168
Continuing GIS Services**

10. State the name and address of attorney, if any, for the firm: N/A

11. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

James Barton, P.E., LEED AP 100% 401 West Atlantic Ave Suite 09
Delray Beach FL 33444

12. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: Florida Technical Consultants, LLC

13. Bank references:

<u>BANK NAME</u>	<u>ADDRESS (CITY, STATE, ZIP)</u>	<u>PHONE</u>
<u>Wells Fargo</u>	<u>8768 Boynton Beach Blvd., Boynton Beach FL 33472</u>	<u>(561) 731-3806</u>

14. Surety (bonding) references – Attach a letter specifying maximum bondability from at least one (1) surety reference named below (Refer to Section 2.0, Item 10-10.1)

<u>SURETY</u>	<u>ADDRESS (CITY, STATE, ZIP)</u>	<u>PHONE</u>
<u>N/A</u>		

15.. Firm has attached a current Certificate of Liability Insurance? ☒ Yes ☐ No

16. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. N/A

State of Florida

Department of State

I certify from the records of this office that FLORIDA TECHNICAL CONSULTANTS, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 21, 2014.

The document number of this limited liability company is L14000011037.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on January 31, 2016, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirty-first day of January,
2016*



Ken Dietzner
Secretary of State

Tracking Number: CC4027601887

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Board of Professional Engineers

Attests that

James H. Barton, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2017

Audit No: 228201703815

P.E. Lic. No:

59257

State of Florida

Board of Professional Engineers

Attests that

Florida Technical Consultants LLC



is authorized under the provisions of Section 471.025, Florida Statutes, to offer engineering services to the public through a Professional Engineer duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017

Audit No: 228201700376 1

CA Lic. Nos

30931

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE 06/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hudson Inc.
520 Madison Avenue
32nd Floor
New York, NY 10022
NAIC# 01
Florida Technical Consultants, LLC
401 W Atlantic Ave Suite 20
Delray Beach, FL 33444

INSURED
NAME: Hudson Inc.
ADDRESS: 520 Madison Avenue
CITY: New York, NY 10022
STATE: NY
ZIP: 10022
BUSINESS CLASSIFICATION CODE: 0000
NAIC# 01
INSURER: Hudson Insurance Company, Inc.
INSURER: Hudson Insurance Company, Inc.
INSURER: Hudson Insurance Company, Inc.
INSURER: Hudson Insurance Company, Inc.

COVERAGES **CERTIFICATE NUMBER:** UDC-1734967-EO-16 **REVISION NUMBER:** 04/18/2018

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

TYPE OF INSURANCE	COVERAGE	POLICY NUMBER	POLICY PERIOD	REVISION NUMBER	LIMITS
COMMERCIAL GENERAL LIABILITY	CLAIMS-MADE	UDC-1734967-EO-16	04/18/2018	04/18/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 MEDICAL EXPENSE \$ 5,000 PERSONAL AND ADJUTANT \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMPOUND \$ 1,000,000
CIVIL AGGREGATE LIMIT APPLIES PER POLICY	POU				
AUTOMOBILE LIABILITY	ANY AUTO				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 MEDICAL EXPENSE \$ 5,000 PERSONAL AND ADJUTANT \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMPOUND \$ 1,000,000
UNEMPLOYMENT	ANY AUTO				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 MEDICAL EXPENSE \$ 5,000 PERSONAL AND ADJUTANT \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMPOUND \$ 1,000,000
EMPLOYER'S LIABILITY	ANY AUTO				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 MEDICAL EXPENSE \$ 5,000 PERSONAL AND ADJUTANT \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMPOUND \$ 1,000,000
PROFESSIONAL LIABILITY	ANY AUTO				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 MEDICAL EXPENSE \$ 5,000 PERSONAL AND ADJUTANT \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMPOUND \$ 1,000,000

CERTIFICATE HOLDER **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1995-2014 ACORD CORPORATION. All rights reserved.

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE 06/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hudson Inc.
520 Madison Avenue
32nd Floor
New York, NY 10022
NAIC# 01
Florida Technical Consultants, LLC
401 W Atlantic Ave Suite 20
Delray Beach, FL 33444

INSURED
NAME: Hudson Inc.
ADDRESS: 520 Madison Avenue
CITY: New York, NY 10022
STATE: NY
ZIP: 10022
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INSURER: Hudson Insurance Company, Inc.
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COVERAGES **CERTIFICATE NUMBER:** UDC-1734967-COL-16 **REVISION NUMBER:** 04/18/2018

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

TYPE OF INSURANCE	COVERAGE	POLICY NUMBER	POLICY PERIOD	REVISION NUMBER	LIMITS
COMMERCIAL GENERAL LIABILITY	CLAIMS-MADE	UDC-1734967-COL-16	04/18/2018	04/18/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 MEDICAL EXPENSE \$ 5,000 PERSONAL AND ADJUTANT \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMPOUND \$ 1,000,000
CIVIL AGGREGATE LIMIT APPLIES PER POLICY	POU				
AUTOMOBILE LIABILITY	ANY AUTO				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 MEDICAL EXPENSE \$ 5,000 PERSONAL AND ADJUTANT \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMPOUND \$ 1,000,000
UNEMPLOYMENT	ANY AUTO				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 MEDICAL EXPENSE \$ 5,000 PERSONAL AND ADJUTANT \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMPOUND \$ 1,000,000
EMPLOYER'S LIABILITY	ANY AUTO				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 MEDICAL EXPENSE \$ 5,000 PERSONAL AND ADJUTANT \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMPOUND \$ 1,000,000
PROFESSIONAL LIABILITY	ANY AUTO				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 MEDICAL EXPENSE \$ 5,000 PERSONAL AND ADJUTANT \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMPOUND \$ 1,000,000

CERTIFICATE HOLDER **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Town of Davie
B-16-168
Continuing GIS Services**

17. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name	Relationship
N/A	

Florida Technical Consultants, LLC
FIRM NAME

SIGNATURE OF AUTHORIZED AGENT

James Barton, P.E., LEED AP President

NAME & TITLE, TYPED OR PRINTED

STATE OF Florida)
COUNTY OF Palm Beach) SS

The foregoing instrument was sworn to and subscribed before me this 4 day of October 2016
by James Barton who is personally known to me or produced
as identification.

NOTARY PUBLIC, State of _____

Commission No.: _____

Print Name: _____

Commission Expires: _____

SEAL

(if Corporation)





ADDENDUM TO BID DOCUMENTS

SOLICITATION B-16-168 Continuing GIS Consulting Services

ADDENDUM No. 2 BID OPENING DATE October 11, 2016 @ 2:00pm TODAY'S DATE 10/5/2016

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Notification:

Due to potential weather conditions the Town has extended the due date for the RFP until October 11, 2016 @ 2:00pm.

Reviewed by:

Purchasing Manager
Purchasing Division

Acknowledged by:	<u>FLORIDA TECHNICAL CONSULTANTS</u>
Contractor	<u>JAMES BAZZON</u>
Authorized Representative (Printed)	<u>PRESIDENT</u>
Title	<u>[Signature]</u>
Signature	<u>[Signature]</u>
Date	<u>Oct/11/2016</u>

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

Item Number: 14.

To: Mayor and Councilmembers

From: Brian K. O'Connor, Procurement Manager

Prepared By: Brian K. O'Connor, Procurement Manager - Budget Finance

Subject: Resolution

Affected District: Town Wide

Item Request: Schedule for Council Meeting

Title of Agenda Item: **BID SELECTION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE TOP RANKED FLORIDA TECHNICALS CONSULTANTS, LLC. IN ACCORDANCE WITH RFP# B-16-168 TO CONTINUING GIS CONSULTING SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.**

Executive Summary: The Procurement Division solicited a Request for Proposal #B-16-168 for Continuing GIS Consulting Services for Town of Davie (TOD) and the TOD's water and sewer utility system and service area. The applications for which consulting services will be needed will require close and frequent liaison with the TOD Utilities Director and IT Director. Priorities and delivery schedules will be established by TOD Utilities/IT Departments and may be changed or amended frequently. Most projects will be web and web applications based, and may include but are not limited to, the following:

- Create web applications for the field collection of various utility infrastructure assets
- Update existing GIS desktop utility map and existing web based utility map to include all provided as-built information including, manhole structure, pipeline, valve, water and sanitary service line, water/ IQ meter, backflow preventer, fire hydrant, lift station, inter-connects, air relief valves, well data and any other applicable utility asset
- Attributes to be added/ verified include:
 - Boundaries
 - Service Area boundaries
 - Neighborhood/ Subdivision Boundaries
 - Municipal Boundaries
- Pipelines:
 - Material (Pipe & Casing)
 - Year Constructed/ Rehabilitated
 - Diameter (Pipe & Casing)
 - Abandoned vs in service
 - Flow Directions
 - Main break locations & year
 - Valve locations, type
 - Chlorine residual data
- Utility Easements - O.R. book & Page #
- Manhole/ Cleanout
 - Rim & Invert elevations
 - Year Constructed/ Rehabilitated
- Fire Hydrant
 - Number
 - Flow rating & recent test flow data
- Lift Station
 - Number
 - Public VS Private
 - Pump information & design flow rate
 - Wet-well Depth & influent/ effluent pipe data
 - Contributing areas/ cascading station information
- Backflow Prevention Devices
 - Year Installed
 - Type/ size
 - Certification # & Date
- Provide TOD Utilities/IT Departments GIS data to third parties as directed by the TOD Utilities/IT Directors
- Host accessible GIS data during the collection and quality control portion of the process and provide final data to TOD Information Technology (IT) Department for final input.

- Update existing GIS utility map to include Town of Davie service area and facilities for use by TOD Utility Locating Contract vendor
- Provide hyperlinks to as-build's on desktop utility map
- Provide training to the respective TOD personnel
- Special work orders for the development of GIS layers for various applications and/or related Capital Improvement project
- Evaluation of existing GIS system, and recommendations for future applications & improvements

Notices were electronically sent to more than 3,165 potential local and national vendors, as well as advertised in the Sun Sentinel, and posted on DemandStar by Onvia, the Town's website and in the Clerks Notice Board.

On October 11, 2016, the Town took receipt of responses from two (2) companies:

- Florida Technical Consultants (FTC)
- Calvin Giordano & Associates Inc.

The Review Committee convened (10/28/16) to evaluate the proposals based on the criteria stated in the RFP document.

After review of the proposals, the Review Committee's final decision was to enter into negotiations with FTC and bring back a final agreement to Council at a subsequent date.

Key Points:

- Two companies responded to the RFP
- Services will be used to update existing GIS Utility Maps
- FTC was determined to be the best overall vendor for the Town

Previous

Actions:

Concurrences: Review Committee meeting on 10/28/16, comprised of Tim Scharff, Ron Bolton and Bill Peele.

Fiscal Impact:

Has request been budgeted? N/A

If yes expected cost:

Account name and number:

If no, amount needed: Final costs to be negotiated

Account name funds will be appropriated from 400.60.100.536-53107

Additional Comments Final agreement to be brought back to Town Council for approval.

Recommendation: Motion to approve

Strategic Goals This Item Supports:

Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Creating an Environment that is Conducive to Innovation, Creativity, and Collaboration, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Resolution B-16-168 Continuing GIS Consulting Services.docx	Resolution
<input type="checkbox"/> Backup information.pdf	Backup information
<input type="checkbox"/> Sunbiz FTC.pdf	Sunbiz FTC
<input type="checkbox"/> FTC TOD RFQ B-16-168.pdf	FTC Response

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 7/14/2022
SUBJECT: Agreement with Kimley Horn and Associates Inc. for the Development of a Stormwater Master Plan

Recommendation

To place this agreement on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

The Town was awarded a \$250,000 grant from the State of Florida Department of Economic Opportunity Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT) to develop a Town-wide Stormwater Master Plan (SWMP).

The development and implementation of the SWMP will enhance the Town's resilience by ensuring that our community can better withstand and recover from adverse situations relating to flooding. The SWMP will provide direction and prioritization of stormwater infrastructure project needs aimed at reducing flooding, enhancing resiliency, and providing a targeted capital improvement plan.

The Stormwater Master Plan is intended to provide the Town with long-range comprehensive stormwater management system planning. The methodology and concepts used to develop the SWMP will be presented to Town Elected Officials, Town Administration, the Town's Drainage and Infrastructure Advisory Board, residents, and other stakeholders prior to initial project design commencement. The outreach process will allow residents and other stakeholders to provide input to be considered and possibly incorporated into the SWMP.

On April 21, 2022, the Town advertised Request for Qualifications 22-001 for a Stormwater Master Plan. This solicitation issued was consistent with the requirements of the Consultant's Competitive Negotiation Act ("CCNA"), Florida Statutes § 287.055 and the grant requirements. On May 26th the Town received four (4) responses: Kimley Horn and Associates, Inc.; Chen Moore and Associates; Craven Thompson and Associates; RES / E-Sciences, Inc.

On June 9, 2022, the Selection Committee viewed the four (4) presentations and selected Kimley Horn and Associates, Inc. as the most advantageous vendor for the Town.

Fiscal Impact/Analysis

The Town was awarded a \$250,000 grant with no required Town match. This grant award was anticipated, and the funding commitment has been included within the Transportation Fund of the recently adopted FY 2021-2022 Town Budget.

Kimley Horn and Associates submitted a price of \$235,000. The Town then negotiated the price to \$220,000.

Staff Contact:

Rod Ley, P.E., Public Works Director
Emily McCord Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator
Venessa Redman, Senior Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/23/2022	Resolution
Agreement	6/23/2022	Agreement

RESOLUTION NO. 2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF TWO HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$220,000.00) WITH KIMLEY HORN AND ASSOCIATES, INC. TO DEVELOP A TOWN-WIDE STORMWATER MASTER PLAN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches was awarded Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) in grant funding to develop a Town-wide Stormwater Master Plan from the Florida Department of Economic Opportunity's Rebuild Florida General Planning Support Program; and

WHEREAS, the development and implementation of the Stormwater Master Plan will enhance the Town's resilience by ensuring that our community can better withstand and recover from adverse situations relating to flooding; and

WHEREAS, the Stormwater Master Plan will provide direction and prioritization of stormwater infrastructure project needs aimed at reducing flooding, enhancing resiliency, and providing a targeted capital improvement plan; and

WHEREAS, the Stormwater Master Plan is intended to provide the Town with long-range comprehensive stormwater management system planning; and

WHEREAS, this grant funding commitment requiring no Town match has been included in the adopted FY 2021-2022 Town Budget; and

WHEREAS, on April 21, 2022, the Town advertised Request for Qualifications 22-001 for a Stormwater Master Plan; and

WHEREAS, on May 26, 2022 the Town received four (4) responses; and

WHEREAS, on June 9, 2022, the Selection Committee viewed the four (4) presentations and selected Kimley Horn and Associates, Inc. as the most advantageous vendor for the Town; and

WHEREAS, Kimley Horn and Associates, Inc. negotiated proposal totals Two Hundred Twenty Thousand Dollars and Zero Cents (\$220,000.00); and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Kimley Horn and Associates, Inc. in the amount of Two Hundred Twenty Thousand Dollars and Zero Cents (\$220,000.00) to complete the Stormwater Master Plan as outlined in the Agreement attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczynski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.1029.01

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

“RFQ_u 22-001 STORMWATER MASTER PLAN”

**AGREEMENT FOR
“RFQu 22-001 STORMWATER MASTER PLAN”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 2022 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 “Consultant”).

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

WHEREAS, the Town advertised an Request for Qualifications, RFQu No. 21-001 on _____, 2022 (“RFQu”); and

WHEREAS, __ proposals were received by the Town on _____, 2022;
and

WHEREAS, the Town has adopted Resolution No. 2022- _____ 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 promises and the mutual terms and conditions herein, the Town and Consultant hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Consultant agrees to perform the duties and responsibilities as defined herein and in the RFQu to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the RFQu, the Consultant’s Proposal, 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 Consultant’s performance of the Work shall govern over the less stringent criteria.
- 1.2 By submitting its Proposal and entering into this Agreement, Consultant represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFQu and the CONTRACTOR’S Response

to the RFQu. When the terms and conditions of this Contract may be read as consistent with the RFQu, then and in that respect, the terms of both the RFQu and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFQu or the response to the RFQu, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The TOWN may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFQu, or any aspect of the Services if the TOWN deems it to be in the best interest of the TOWN.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

Section 2: Term of this Agreement and Agreement Time

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

“RFQu 22-001 STORMWATER MASTER PLAN”

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Consultant shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Consultant 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 Consultant to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Consultant waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Consultant agree that Consultant shall perform all Work under this Agreement and achieve substantial completion of the Work within **one hundred twenty (150) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement (“Substantial Completion Date”).
 - 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:
 - (i) All Work has been completed.
 - 2.4.2 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Consultant, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

All work shall be substantially complete no later than **one hundred twenty (150) days** from the issuance of the Notice to Proceed. Final Completion of the project shall be achieved no later than 30 calendar days from Substantial Completion or within **one hundred eighty (180) days** from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date.

Section 3: Compensation & Method of Payment

- 3.1 Consultant shall render all Work to the Town under the Agreement for a total, not to exceed, \$ _____ Dollars (“Contract Price”).
- 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, Consultant shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Consultant in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Consultant agree that payment will be subject to (a) the delivery of an invoice by Consultant to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Notwithstanding any provision of this Contract to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by TOWN.

Section 4: Assignment

No assignment of this Agreement or the Work hereunder 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 Consultant, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Consultant’s Responsibility for Safety

- 5.1 Consultant shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Consultant shall comply with all applicable laws, ordinances, rules, regulations and orders, of any authority with

jurisdiction regarding 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 during applicable statute of limitation periods, Consultant shall maintain, in full force and affect, all of insurance coverages required within the Agreement and RFQu.
- 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) Consultant’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) Consultant’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 Consultant shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Consultant fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Consultant shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Consultant 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. Consultant 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 incident, 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:** Consultant shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** 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:** Consultant shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** 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 Proposers, 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. **PROFESSIONAL LIABILITY(ERRORS & OMISSIONS):** Not less than \$500,000 per each occurrence, covering any damages caused by an error, omission or any negligent acts.

- 6.7 Consultant 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 Work under this Agreement and, at any time thereafter, upon request by Town.

- 6.8 Consultant'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.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

- 6.9 Consultant'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 Consultant'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 Consultant 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 Consultant'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 Consultant's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONSULTANT 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 CONSULTANT'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 insurers 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 Consultant 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, Consultant'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.

Section 7: Copyrights and Patent Rights

Consultant 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. Consultant agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 8: Laws and Regulations

Consultant agrees comply with 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 Consultant's Work under this Agreement and, similarly, all costs for licenses, or certifications to perform the Work under this Agreement shall be paid by the Consultant.

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Consultant 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 trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the Work or anyone else for whose actions Consultant may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Consultant'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, sexual orientation, 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, sexual orientation, 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 Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Contract.

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by TOWN, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Proposers and subcontractor by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or 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, the prevailing party shall be entitled to recover 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 Consultant 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

Consultant agrees to perform all Work in a professional manner and in accordance with Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Consultant 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. Consultant agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Consultant 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 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 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. Consultant 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 Consultant 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 RFQu process, Consultant shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Consultant agrees to keep and maintain public records required by the Town to perform the service in Consultant's possession or control in connection with Consultant's performance under this RFQu 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. Consultant 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 Consultant does not transfer the records to the Town.

Upon completion of the Contract, Consultant agrees, at no cost to Town, to transfer to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant

keeps and maintains public records upon completion of the Contract, the consultant 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.

Consultant'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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 Consultant 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, Consultant 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 Consultant in any legal proceeding against Town. Upon being notified of Town's election to terminate, Consultant shall immediately cease performing any further Work or incurring additional expenses. Consultant acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Consultant, is given as specific consideration to Consultant for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Consultant, Town shall provide Consultant written notice of its material breach. Consultant shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Consultant 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, Consultant'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 Consultant 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 Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant 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, Town may provide Consultant 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 Consultant 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 Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant 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. Consultant's violation of the Public Records Act;
2. Consultant's insolvency, bankruptcy or receivership;
3. Consultant's violation or non-compliance with Section 11 of this Agreement;
4. Consultant's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Consultant's violation of Section 19 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a consultant, 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 Consultant shall result in Town's immediate termination of this Agreement.

Section 20: Use of Awarded Proposal by Other Governmental Units

Consultant 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 Consultant's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

Town and Consultant 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 Consultant, 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 Consultant's performance of the Work under this Agreement, and Consultant shall be and remain liable to the Town for all damages to the Town caused by the Consultant'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, CONSULTANT 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 Consultant'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 the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Consultant's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the 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 Consultant 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.

During the pendency of any dispute and after a determination thereof, Consultant and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Consultant and the Town hereby waive any rights to a trial by jury.

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.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Consultant:

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 Consultant and all persons or entities employed or otherwise retained by Consultant 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 Consultant, whether finished or unfinished, shall become the property of Town and shall be delivered by Consultant to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Consultant 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 Consultant that are related to this Agreement. Consultant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Consultant 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 Consultant is notified in writing by Town of

the need to extend the retention period. Such retention of such records and documents shall be at Consultant'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 Consultant's records, Consultant shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Consultant. 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, Consultant shall respond to the reasonable inquiries of successor Proposers and allow successor Proposers to receive working papers relating to matters of continuing significance. In addition, Consultant 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.** Consultant is an independent contractor of Town under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of Consultant. In providing such services, neither Consultant 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 Consultant. This Agreement shall not constitute or make Town and Consultant a partnership or joint venture.
- D. **Conflicts.** Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Agreement. Consultant 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, Consultant 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 Consultant or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- E. **Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, 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 Consultant, 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 Consultant 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 Consultant 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.** Consultant 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 Consultant 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. **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**
 - (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C.1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and

implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights

to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended -Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier totier up to the non-Federal award.

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

(K) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[Signatures on next page]

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 _____ 2022.

WITNESSES:

CONSULTANT:

By: _____
_____, _____ (title)
____ day of _____ 2022

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitzkreuz, Mayor
____ day of _____ 2022

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 7/14/2022
SUBJECT: Country Estates Civic Association Neighborhood Beautification Grant

Recommendation

To place this item on the agenda for Council approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

E. Cultivate a Vibrant Community

Background

The Town Council established a Neighborhood Beautification Grant open to Town recognized homeowners and civic associations. This the Town Council is responsible for reviewing and awarding the grant applications. The criteria of the grant is attached.

The Country Estates Civic Association has submitted a Neighborhood Beautification Grant Application for twelve new entranceway signs. Ten signs will be installed in public right-of-way at the following locations: SW 185th Way, SW 186th Avenue, SW 188th Avenue, SW 193rd Lane, SW 195th Terrace, SW 196th Avenue, SW 199th Avenue, SW 202nd Avenue, SW 205th Avenue, and SW 209th Avenue. Two additional signs will be ordered and stored to have spares for future replacement.

Fiscal Impact/Analysis

The total project cost is \$6,016.30. The Country Estates Civic Association is requesting a grant in the amount of \$3,000, which is the maximum award based on the grant criteria. The Neighborhood Beautification Grant Application requires a 50% association match. Country Estates will meet the required match with cash and in-kind services.

Funds were budgeted in FY 2021-2022 Town Budget within Account #001-3900-519-46110 - Misc. Maintenance and Repairs Fund for Beautification / Safety Grants, and \$3,000 is currently available.

Staff Contact:

Emily McCord, Community Services Manager
Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/23/2022	Resolution
Agreement	6/28/2022	Agreement

RESOLUTION NO. 2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A NEIGHBORHOOD BEAUTIFICATION GRANT AWARD IN THE AMOUNT OF THREE THOUSAND DOLLARS AND ZERO CENTS (\$3,000.00) TO THE COUNTRY ESTATES CIVIC ASSOCIATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council approved, established and set specific criteria for a Neighborhood Beautification Grant Program; and

WHEREAS, Country Estates Civic Association has submitted a Neighborhood Beautification Grant Application to the Town, which is attached hereto as Exhibit "A"; and

WHEREAS, the Town Council is solely responsible for reviewing and making Neighborhood Beautification Grant Program grant awards; and

WHEREAS, all grants require a minimum of at least a fifty percent (50%) match; and

WHEREAS, Country Estates Civic Association's grant application is for the purchase of twelve (12) new entranceway signs and the installation of ten (10) of those signs in Country Estates; and

WHEREAS, Country Estates Civic Association is requesting a Neighborhood Beautification Grant of Three Thousand Dollars and Zero Cents (\$3,000.00) with an equal match; and

WHEREAS, funds were budgeted in FY 2021-2022 within Account #001-3900-519-46110 - Misc. Maintenance and Repairs Fund for Beautification / Safety Grants and Three Thousand Dollars and Zero Cents (\$3,000.00) is currently available; and

WHEREAS, it has been determined to be in the public's best interest to award the Neighborhood Safety Grant to Country Estates Civic Association; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves an Agreement in the amount of Three Thousand Dollars and Zero Cents (\$3,000.00) with the Country Estates Civic Association as a Neighborhood Beautification Grant, in accordance with the terms and conditions contained within the Neighborhood Beautification Grant criteria and the Agreement attached hereto as Exhibit "B" which is incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "B" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.1030.01



Rural Identification Design Development Program

Neighborhood Beautification Application

FY 2021

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
954-434-0008
www.southwestranches.org

HISTORY OF NEIGHBORHOOD BEAUTIFICATION PROGRAM

The Neighborhood Beautification Program is designed to benefit the Town of Southwest Ranches by creating a sense of place.

It is a matching grant available to Southwest Ranches residents for the purpose of beautifying the Ranches thoroughfares, entrance ways to subdivisions, neighborhoods and/or other public property. The improvement must be on public right-of-way. The following is the grant information and requirements.

WHO MAY APPLY?

Applicant must be a neighborhood-based group that represents a defined area in the Town of Southwest Ranches. Evidence of such designation must be attached with this application along with a letter from applicant's president/board authorizing the application and designating the applicant to act in authority.

ELIGIBLE AND INELIGIBLE COSTS

All materials, labor and establishment period maintenance costs itemized as a Neighborhood Beautification grant request or as applicant's match (whether provided as in-kind services/materials or provided using other allowable grant sources or paid as cash by application) must be costs related to the proposed project. Grant funds may be used for "softscape" items such as vegetation, supportive irrigation, mulch, backfill soil, topsoil, fertilizer, tree staking, etc. Grant funds may also be used for "hardscape" items such as walls, fences, fountains, irrigation, signage, etc.

Costs for design, permits and construction administration are not eligible for grant requests or applicant's match.

APPLICATION GUIDELINES FOR GRANT CONSIDERATION:

1. A Letter of Support must be obtained from each adjacent property owner abutting installation. Letters of Support are required for all capital improvement projects.
2. Letter of Support from Applicant board members.
3. The Maintenance Agreement must be completed, signed, and submitted with the application.
4. Applicant must follow Town of Southwest Ranches permitting process.

APPLICATION DEADLINE:

Contact the Town of Southwest Ranches to determine when funds are available.

Please mail or deliver to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
ATTN: Community Services Manager

A committee comprised of Rural Public Arts and Design Advisory Board and Town of Southwest Ranches Staff will review and rate NBP applications. Applicants will be approved by the Town Council.

Applicants awarded the Neighborhood Beautification Program grant will meet with Town staff to review and discuss the project's scope, design/construction timeline and project implementation process.

RANKING CRITERIA:

Ranking of NBP project applications will include by not be limited to the following criteria:

- Neighborhoods that have not previously received funding from the NBP will be given preference.
- How the project furthers Town and neighborhood goals and/or complements its rural lifestyle.
- Whether the applicant collaborates or partners with an outside agency to develop and complete project construction.
- Whether the matching funds plan is realistic.
- The time necessary to design, bid and construct the project.
- The long-term maintenance plan for the project proposed by neighborhoods willing to maintain the improvements will be given priority in the selection process.
- Whether the project can be constructed with approval of regulatory or other governmental agencies.
- Practicality of the project given the available Town resources, including the availability of qualified in-house personnel to design the project and/or outside consultants.

- Applicants must ensure that their proposed project can be completed within 12 months from the commencement date

PROJECT CRITERIA

1. The improvements must be located in the public right-of-way, be on Town owned property, or be contained in a Town-owned easement.
2. A 50% match is required.
3. Match can include sweat equity contributions, materials, equipment or professional services or cash.
4. Labor valued at \$10.00 per hour for sweat equity contributions.

The applicant must agree to and be able to match at a minimum 50% of the grant amount requested. Matching funds may be met by the following methods:

A. Cash

Cash includes funds from an applicant's savings or other cash reserves. Applicants must provide proof of cash-on-hand (i.e., bank statement).

B. Contributions

Contributions from Private Corporation or public entities may be used toward the match if applicants provide a letter of intent outlining the specific donation of cash, materials/equipment, or professional services. Professional services rendered by a licensed consultant for landscape, electrical, or detailed architectural designs must meet Town Engineering standards.

C. Sweat Equity

Sweat equity consists of community volunteers performing manual labor. Examples may include installation of signs and landscape materials; clearing site of trash and debris; and painting. Sweat equity will be valued at a rate of \$10 per hour per person except for professional services, which will be rated at the fair market value for the type of services rendered.

D. Materials/Equipment

Credit will be given for trees, ground cover, mulch, soil, and community name plaques and other materials purchased by the associate or for equipment leased by the association. Materials/equipment must be outlined in detail (i.e., type of material or equipment, quantity, and cost).

Please Note: Credit will not be given for services rendered by an attorney and/or preparation of application, documents, telephone calls, site exploration, achieving project consensus, etc.

E. Other Funds

If funds are not currently available and a neighborhood plans to raise the funds to help meet the match requirements, the applicant must submit a fundraising plan with their application outlining how the necessary capital will be generated. The plan should include the type of fundraiser, timeframe, number of events and amount of funds expected to be raised.

Other Requirements

Applicant will be required to obtain three (3) independent quotes for material labor and/or services to be paid for with Town funds under this grant program.

Town costs associated with the design approval, installation, maintenance, or supervision of the project may be deducted from the grant amount.

If you have any questions, please contact the Town of Southwest Ranches Community Services Department at 954 434-0008.

Any electrical work must be done in accordance with the Town building codes.

Structures must be built in accordance with Florida Building Code.

APPLICATION INSTRUCTIONS AND REQUIREMENTS

Project Name:

Country Estates Entranceway Signs

Neighborhood:

Country Estates

Type of Organization (Homeowner's Association, Civic Association, etc.):

Country Estates Civic Association

Mailing Address

5201 SW 199th Avenue, Southwest Ranches, FL 33332

Name and Title of Contact Person:

Debbie Green, President

Phone:

Daytime: (954) 647-3586

Fax: (954) 434-5653

Email Address:

Phins13@aol.com

1. What is the amount of your grant request? \$3,000.00
(Amount must not exceed \$3,000)
2. What is the total amount of your matching funds? \$3,016.30
(Amount must be equal to or greater than grant request)

As the duly authorized representative of the applicant, I hereby certify that all parts of the application package have been read and understood, that all applications requirements have been met, that all information submitted herein is true and correct and represents the desire and intent of the applicant to install and maintain proposed project according to the plans, specifications, and costs attached herein. If successful in obtaining a grant, I further agree to provide the Town of Southwest Ranches with the following prior to any request for reimbursement from granting agency:



Signature of Individual
Completing the Application

Debbie Green

Typed Name

President

Title

06/23/2022

Date



Signature of Chief Officer
Or President

Debbie Green

Typed Name

President

Title

06/23/2022

Date

Project Information:

1. Project location (Please provide physical address, subdivision, or project limits and/or attach map)

Country Estates public right-of-way along streets that border Griffin Road and Sheridan Street.

2. Please describe the project and the benefits that will be derived by the neighborhood and/or Town:

Replace the very old signs to enhance the entryways into the Country Estates community.

3. Project Specifics:

- A. Describe the project in detail. Provide specific design information including drawings, plans, sketches, and maps.
- B. Indicate quantities and types of materials to be used in construction. (Adequate information is required to allow the project.) Add more sheets if necessary.

Fabrication and installation of 10 new signs in public right-of-way at the following locations Off Sheridan Street and Griffin Road: SW 185th Way, SW 186th Avenue, SW 188th Avenue, SW 193rd Lane, SW 195th Terrace, SW 196th Avenue, SW 199th Avenue, SW 202nd Avenue, SW 205th Avenue, and SW 209th Avenue. Two additional signs with posts will be ordered to Have spares for future replacement / maintenance when needed.

Please see the attached design.

The Civic Association will coordinate with Town Staff for proper placement.

4. Describe the Resident/Community involvement in accomplishing this project.

Weekley Asphalt Paving will install the 10 signs at no cost, which is a value of \$1,661.40.

5. Does this project require the assistance or approval of a Town department? If yes, describe what is required from the Town to implement the project. (Planning and Zoning, Engineering)

Engineering right-of-way permit.

6. Estimate how long it will take to complete project.

Fabrication, shipping, and immediate installation: estimated three months.

7. Will you be removing any existing plants or trees? ___ YES X NO (check one) If so, please explain, indicate the number of plants, their species and reason for removal. A tree removal permit may be required from the Town of Southwest Ranches.

8. Clearly show public right-of-ways, easements, and private lands on the plans. Any use of public funds to finance beautification improvements on private property is not authorized.

PROJECT FUNDING

	ORGANIZATION	SWR
A. Funds requested (\$3,000 max)		\$3,000.00
B. Matching Funds (equal or greater than request)		
<i>Make up of funding</i>	\$1,354.90	
Applicant Cash (if any)		
<i>Sweat Equity (volunteers for manual labor) (value of Sweat Equity \$10 p/hr per volunteer x ____ # of volunteer(s))</i>		
<i>Materials/Equipment</i>		
<i>Corporate/Public Contribution (Includes contributions of money, materials, or professional services from public or private corporations or professional services provided by a licensed consultant)</i>	\$1,661.40	
Total Cost of Project (Add Items A and B)	\$3,016.30	\$3,000.00

C. Provide specific details of how above values were calculated (i.e., volunteers' hours worked, value of materials purchase, value of equipment used)

D. If using Association Funds, attach copies of Civic or Neighborhood applicant's current bank statement; or Letter of Intent from private/public contributions and/or fundraising.

E. Will the Applicant collaborate or partner with an outside public or private organization to complete this project? Yes

F. If yes, what is the organizations name? Weekley Asphalt Paving

G. What is the organization's role in the development participation or construction of this project?

Weekley Asphalt Paving is installing the signs on behalf of the Civic Association.

PROJECT MAINTENANCE:

Applicant must provide (or arrange for another entity to provide) a commitment for the perpetual care of installed projects during and after the contractor's warranty period.

A. What are the estimated annual maintenance requirements and associated costs for this project? *(Please explain all figures and calculations.)*

Clean as needed, which will be in-kind services by the Civic Association.

B. What maintenance responsibilities will be assumed by the Applicant? How will the Applicant provide these services? How will this be guaranteed? (Please complete the Maintenance Agreement and submit with application.)

Clean as needed.

C. All electrical fees for connection and establishment of power are the responsibility of the Applicant. Applicant agrees to pay all utility charges relating to the operation, maintenance, and repair of the lighting, irrigation, or water system if applicable. Not applicable.

**MAINTENANCE AGREEMENT BETWEEN
THE TOWN OF SOUTHWEST RANCHES
AND
APPLICANT**

As established by the Town Council of Southwest Ranches and cited in the Neighborhood Beautification Program Application, any repairs and/or regular maintenance needed in connection with the project located at: SW 185th Way, SW 186th Avenue, SW 188th Avenue, SW 193rd Lane, SW 195 Terrace, SW 196th Avenue, SW 199th Avenue, SW 202nd Avenue, SW 205th Avenue, SW 209th Avenue, will be the responsibility of the Applicant. We further understand that if the project needs repair or the maintenance falls below satisfactory conditions, the Town of Southwest Ranches reserves the right to remove the capital improvements for which NBP funds were granted.

DESCRIPTION OF PROJECT:

Ten new entranceway signs located at the entrances to Country Estates: SW 185th Way, SW 186th Avenue, SW 188th Avenue, SW 193rd Lane, SW 195 Terrace, SW 196th Avenue, SW 199th Avenue, SW 202nd Avenue, SW 205th Avenue, SW 209th Avenue.

APPLICANT WILL BE RESPONSIBLE FOR CONDUCTING THE FOLLOWING REGULAR MAINTENANCE AS APPROPRIATE: (LIST)

Cleaning the signs regularly.

SPECIAL MAINTENANCE SERVICES TO BE PROVIDED BY THE APPLICANT: (N/A, IF NOT APPLICABLE)

Not applicable.

On behalf of the Country Estates Civic Association, we the undersigned, have read the NBP Maintenance outlined in the maintenance agreement and agree to the terms set forth herein.

President or Authorized Signature:  Date: 6/23/2022

Town Administrator, Southwest Ranches _____ Date: _____

Letter of Support/Agreement

Required for all capital improvements proposed under the Rural Identification Design Development Program, Neighborhood Beautification Program (i.e., landscape, entrance signs, lighting).

This letter shall confirm that I, _____ am the property owner of
(Name of Property Owner – Please Print)

the parcel located at _____.

Members of the _____ applicant have solicited my authorization and support for the construction of a Neighborhood Beautification Program Project they are seeking to implement in the public right-of-way, immediately adjacent to my property.

Project Description: (This section to be completed by the Applicant- Please type or print.)

Owner's Signature _____ **Date:** _____

Telephone no. _____

Agreement to Sign and Easement Deed

A capital improvement may require the execution of an easement deed before the project can be constructed in the Town's right-of-way. The property owner(s) whose property immediately abuts the improvements must sign the easement deed(s). These are capital improvements that do not normally serve the general welfare of the public such as, entranceway features, monuments, or pillars.

Should the project warrant the execution of an easement deed for the area identified above, I _____, hereby declare that I would sign an easement deed subject to review and approval of the final drawings and plans.

Owner's Signature _____ **Date:** _____

NEIGHBORHOOD BEAUTIFICATION PROGRAM

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the Town of Southwest Ranches ("Town"), a Florida Municipal Corporation, located at 13400 Griffin Road, Southwest Ranches, Florida 33330, and Country Estates Civic Association, a Neighborhood Civic Association and/or Homeowners Association, organized under the laws of the State of Florida, collectively referred to as "Neighborhood Association," which Neighborhood Association has as its principal address at 5201 SW 199th Avenue, Southwest Ranches, FL 33332 hereby agree and stipulate as follows:

WHEREAS, the Town Council approved certain expenditures for eligible signage and tree planting for the Town's Neighborhood Associations, through its *Neighborhood Beautification Program Program*, to create a sense of place, and for adaptation of the approved Rural Identification Design, in accordance with the terms of this Agreement, and written directives of the Town Administrator, if any, and;

WHEREAS, the Town Council of the Town of Southwest Ranches approved the expenditure of funds for the purpose of establishing a sense of place and for adaptation of approved Rural Identification Design, for the use and benefit of Neighborhood Associations wishing to participate in the Neighborhood Beautification Program Program; and

WHEREAS, in consideration of the funds received from the Town, and other good and valuable consideration.

NOW, THEREFORE, the parties agree as follows:

Duties of Neighborhood Association.

1. The Neighborhood Association shall have the following duties and responsibilities:

a) Identify the proposed location for its signage and for trees or other landscaping that it desires to install or plant, which shall be subject to the Town's approval.

b) To obtain three (3) non-compromised (*i.e.*, not related to or affiliated with the Neighborhood Association), telephonic or written bids for the work to be funded by the Town, pursuant to this Agreement. The work shall be awarded to the lowest bidder, provided that said bidder evidences the capacity and skills necessary to perform the scope of the work within the contract. In the event that the lowest bidder fails to

demonstrate it has said capacity and ability, the Neighborhood Association may select the next lowest bidder.

c) The Agreement entered into between the Neighborhood Association and the vendor shall acknowledge that all obligations under the agreement are solely the responsibility of the Neighborhood Association, not the Town, notwithstanding the fact that a portion of and/or all the landscaping and signage might be placed on Town property, right of way, or easement.

d) The Agreement shall contain relevant contact information concerning the vendor, including but limited to the complete name of the company, its address, phone number, e-mail address and names of its principals. The vendor shall provide certificates evidencing liability insurance, worker's compensation insurance and its license to do business in Broward County, Florida.

e) The Neighborhood Association further agrees that if the installation of signage and tree plantings occurs on Town property or within the Town's right-of-way or easement, including swale areas, said installation shall be in accordance with the specifications of the Uniform Traffic Safety Manual. All work, regardless of its location, must be permitted by the Town, at the vendor's sole cost and expense.

f) The Neighborhood Association agrees that it and/or its members will maintain the plantings and/or signage for a period of five (5) years from the date of their installation. Maintenance of the plantings shall be at least fair, average quality in the landscaping trade and shall include watering and trimming.

g) The undersigned signatories confirm and commit that they are duly authorized to sign on behalf of the Neighborhood Association and that their signature herein binds the Neighborhood Association to these terms and conditions.

h) The Neighborhood Association will provide a copy of this Agreement to competing vendors.

i) The Neighborhood Association will cause the project activities outlined in Exhibit A to be performed as part of the scope of the project.

Duties of the Town:

a) The Town shall provide funding to the Neighborhood Association in the amount up to \$3,000.00.

b) Upon completion of each phase of the, the Neighborhood Association shall provide the Town with an invoice, which shall not exceed the amount of the Town's total funding obligation. Upon verification that the work has been performed to the Town's specifications, the Town shall pay the Neighborhood Association such agreed amount within ten (10) business days.

Miscellaneous.

a) The undersigned Neighborhood Association, in consideration of this funding from the Town, and other good and valuable consideration, receipt of which it acknowledges, agrees to indemnify, hold harmless, release, discharge and covenant not to sue the Town of Southwest Ranches, its officials, agents and employees from any and all debts, claims, demands, liabilities, expenses, costs, fees by reason of any damage or injury to property or persons claimed to have arisen by, or accruing by virtue of this Agreement, the work being funded by this Agreement, or acts or omissions of any person (Excluding only the gross negligence of the Town) being done in connection therewith. Such obligation to indemnify and hold harmless shall survive the expiration or cancellation of this Agreement and shall continue notwithstanding any negligence or comparative negligence of the Town and shall include the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in such action or proceeding as a result thereof. Nothing in this Agreement shall be construed in any way to affect the Town's rights, privileges and immunities as set forth in §768.28, Florida Statutes.

b) The Neighborhood Association and any vendor are independent contractors and not agents, representatives, partners, affiliates, or joint ventures of the Town. Accordingly, they cannot bind the Town to any debt, encumbrance, default, or miscarriage.

c) Any funds not fully expended by the close of the term of the agreement shall remain the sole property of the Town, and no claim may be made for such funds.

d) This Agreement will commence on the date the Town executes the Agreement and will automatically end in one (1) year (unless earlier terminated by the Town). The Town may terminate this Agreement, without recourse, upon ten (10) days written notice to the Neighborhood Association in the event of any breach of its terms.

e) This Agreement constitutes the full and complete understanding between the parties and supersedes all prior or contemporaneous oral or written communication between parties.

f) Any matter not expressly provided for herein shall be within the reasonable professional discretion of the Town Administrator.

TOWN OF SOUTHWEST RANCHES

BY:

ATTEST:

TOWN ADMINISTRATOR

RUSSELL MUNIZ
TOWN CLERK

APPROVED AS TO FORM AND COMPLETENESS
FOR THE USE AND RELIANCE OF THE
TOWN OF SOUTHWEST RANCHES, FLORIDA, ONLY.

KEITH M. POLIAKOFF
TOWN ATTORNEY

NEIGHBORHOOD ASSOCIATION

ATTEST:

BY:



PRESIDENT



CORPORATE/NEIGHBORHOOD
ASSOCIATION SECRETARY

FTL_DB: 1020868_1



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 7/14/2022
SUBJECT: Purchase Order to Huurr Homes for Green Meadows Drainage Improvement Project

Recommendation

To place this item on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

The Town of Southwest Ranches recently constructed a drainage improvement project in Green Meadows. An error in the original designer's quantities will require the additional installation of 165 linear feet of 24" piping and 2,465 square feet of sod replacement along SW 54th Place right of way between SW 163rd Avenue and SW 164th Terrace. The installation of this pipe run will increase the efficiency of the stormwater conveyance system.

The Town has a continuing contract for Roadway Maintenance with Huurr Homes. Staff has coordinated and negotiated the scope and related pricing with Huurr Homes and desires to issue a Purchase Order for these respective services in the amount of \$40,981.25.

Fiscal Impact/Analysis

The total project cost is \$40,981.25. A budget amendment to the FY 2021-2022 is needed for funding via a transfer from General Fund unassigned Fund Balance to the Transportation Fund as follows:

Transportation Fund

Expenditure Increase

101-5100-541-63260 Infrastructure Drainage	\$40,981.25
--------------------------------------------	-------------

Revenue Increase

Transfer from General Fund 101-0000-381-38101	\$40,981.25
-----------------------------------------------	-------------

General Fund

Revenue Increase

Appropriated Fund Balance 001-0000-399-39900	\$40,981.25
----------------------------------------------	-------------

Expenditure Increase

Transfer to Transportation Fund 001-3900-581-91101	\$40,981.25
----------------------------------------------------	-------------

Staff Contact:

Rod Ley, P.E., Public Works Director

Emily McCord Aceti, Community Services Manager

Venessa Redman, Senior Procurement and Budget Officer

Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/28/2022	Resolution
Exhibit A	6/28/2022	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FORTY THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$40,981.25) WITH HUURR HOMES TO AMEND THE GREEN MEADOWS DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 TOWN BUDGET AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to amend a drainage improvement project in Green Meadows; and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and has prioritized the project; and

WHEREAS, this project includes the installation of 165 linear feet of 24" underground piping and 2,465 square feet of sod replacement along SW 54th Place right of way between SW 163rd Avenue and SW 164th Terrace; and

WHEREAS, pursuant to Resolution 2022-042, the Town has a continuing contract for Roadway Maintenance Services with Huurr Homes; and

WHEREAS, staff has coordinated and has negotiated the scope and related pricing with Huurr Homes and desires to issue a Purchase Order for these respective services in the amount of Forty Thousand Nine Hundred Eighty-One Dollars and Twenty-Five Cents (\$40,981.25); and

WHEREAS, the Town of Southwest Ranches desires to issue the Purchase Order under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The recitals above are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves a Purchase Order with Huurr Homes in the amount of Forty Thousand Nine Hundred Eighty-One Dollars and Twenty-Five Cents (\$40,981.25) for the drainage improvements, in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Town Administrator to execute the Purchase Order in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 4. The Town Council hereby approves a budget amendment to the Fiscal Year 2021-2022 Town Budget for funding via transfer from General Fund unassigned Fund Balance to the Transportation Fund as follows:

Transportation Fund

Expenditure Increase

101-5100-541-63260 Infrastructure Drainage	\$40,981.25
--------------------------------------------	-------------

Revenue Increase

Transfer from General Fund 101-0000-381-38101	\$40,981.25
-----------------------------------------------	-------------

General Fund

Revenue Increase

Appropriated Fund Balance 001-0000-399-39900	\$40,981.25
----------------------------------------------	-------------

Expenditure Increase

Transfer to Transportation Fund 001-3900-581-91101	\$40,981.25
----------------------------------------------------	-------------

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

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.1031.01

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Town of Southwest Ranches

Preserving Our Rural Lifestyle

13400 Griffin Road

Southwest Ranches, FL 33330

Phone 954 434 0008

Fax 954 434 1490

PURCHASE ORDER

Fiscal Year 2022

FEI # 65-1036656

State Sales Tax Exemption #85-8012630780C-6

P.O. NUMBER:

(Assigned by Finance & Budget Department)

NOTE: The P.O. number must appear on all related correspondence, shipping papers, and invoices:

To:

Huurr Homes, LLC

2705 Burris Road, Unit 4A

Davie, FL 33314

Ship To:

Town of Southwest Ranches

13400 Griffin Road

Southwest Ranches, FL 33330

P.O. DATE	REQUISITIONER	CONTRACT #	PIGGYBACK & PRICE LIST ATTACHED	EMERGENCY PURCHASE
TBD	Emily Aceti		N/A	NO

QTY	UNIT	ACCOUNT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		101-5100-541-63260	Installation of 165 linear feet of 24" piping and 2,465 square feet of sod replacement along SW 54th Place right of way between SW 163rd Avenue and SW 164th Terrace.		\$40,981.25
					\$ -
					\$ -
			SUBTOTAL		\$ 40,981.25
			SALES TAX		Exempt
			TOTAL		\$ 40,981.25

Approved By: _____ Date _____
Department Head

Authorized By: _____ Date _____
Town Financial Administrator

SEE TERMS AND CONDITIONS ON PAGES 2 & 3
AND WWW.SOUTHWESTRANCHES.ORG/PROCUREMENT

Authorized By: _____ Date _____
Town Administrator

TERMS AND CONDITIONS

Sellers providing goods or services to the Town of Southwest Ranches (referred to as the "Town") acknowledge that by delivering such goods or services agree to the following terms and conditions. Should a formal contract be executed between the Town and the Seller (whether as a result of a formal bid or not), the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

ACCEPTANCE

This Purchase Order is Town's offer to purchase the goods and/or services described on the Purchase Order from the vendor. Vendor's written acceptance or commencement of work or shipment or delivery of an item or service call shall constitute acceptance by the vendor of the Purchase Order, its terms and conditions and applicable law. Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to the Town with (10) calendar days after date of order.

ASSIGNMENT

Vendor shall not assign the agreement its obligations or rights hereunder to any party, company, partnership, incorporation or person without prior written consent of the Town, approved by the Town Attorney.

COMPLIANCE WITH ALL LAWS

Vendor is assumed to be familiar with the and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary permits.

DEFAULT

If vendor fails to perform or comply with any provision of the Purchase Order or terms or conditions of any documents referenced and made a part hereof, Town may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Town expressly retains all rights and remedies provided by law in case of such breach, and no action by Town shall constitute a waiver of any such rights or remedies. In the event of termination for default, Town reserves the right to purchase its requirements elsewhere, with or without competitive bidding, and vendor agrees to pay any difference in costs above those conditions in the order.

DELIVERY

Delivery of all goods shall be FOB to final destination, paid by shipper, unless otherwise set forth in the Purchase Order. If complete deliveries are not made at the time agreed, Town reserves the right to cancel the Purchase Order and/or hold vendor accountable. If the delivery dates cannot be met, the vendor agrees to notify Purchasing Department, in writing, of the earliest suggested delivery date. Town will then decide whether the proposed delivery date is acceptable.

DELIVERIES

Deliveries are to be made during the hours of 9:00 AM to 3:00 PM Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Town of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Town concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

EXCUSABLE DELAYS

The Town may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Town and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

E-VERIFY

Seller must comply with requirements under Florida Statute Chapter 448.095 and provide a copy of the registration certificate to the Town.

FORCE MAJEURE

If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes, or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay vendor's timely performance, vendor shall immediately notify Town in writing.

GOVERNING LAW

The Purchase Order shall be governed by the laws of the State of Florida and all applicable federal laws and regulations. All obligations of the parties are performable in Broward County, Florida. The appropriate state court located in Broward County, Florida, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

INCORPORATION

All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for the Purchase Order are deemed incorporated by reference as if set out fully herein.

INDEMNIFICATION

Vendor shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature, including any attorney's fees, paralegal expenses, and court costs incurred at either the trial or appellate levels brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees. NOTHING HEREIN SHALL BE DEEMED TO WAIVE THE TOWN'S SOVEREIGN IMMUNITY.

INDEPENDENT CONTRACTOR

Vendor shall acknowledge that it and its employees serve as independent contractors and that CITY shall not be responsible for any payment, insurance or incurred liability.

INSPECTION AND ACCEPTANCE

All commodities delivered on this order are subject to inspection upon receipt by a representative of the Town. The Town reserves the right to reject any or all items not in conformance with applicable specifications, and vendor assumes the costs associated with such nonconformance. Acceptance of goods does not constitute a waiver of latent or hidden

defects or defects not readily detectable by a reasonable person under the circumstances. The Town reserves the right to inspect the goods at a reasonable time subsequent to delivery. Where commodities are rejected by the Town or where the Town revokes its acceptance, such commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the Town as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the Town of Southwest Ranches' Town Administrator.

INVOICING

Vendors are required to submit invoices within ninety (90) days of the date the goods or services were delivered to the Town. Town reserves the right to not pay invoices submitted after the ninety (90) day threshold. Original invoice must be submitted to the Town of Southwest Ranches, Accounts Payable, 13400 Griffin Road, Southwest Ranches, FL 33330. Purchase Order numbers must be noted on all invoices.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable federal, state, county and local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

If an article sold and delivered to Town hereunder shall be protected by any applicable patent, trademark or copyright, the vendor agrees to indemnify and save harmless Town, from and against any all suits, claims, judgments and costs instituted or recovered against it by any person whomever on account of the use or sale of such articles by Town in violation or right under such patent or copyright.

MATERIAL SAFETY DATA SHEETS

The vendor must supply proper Material Safety Data Sheets in compliance with OSHA's Hazard Communications Standard to Town at the time of purchase.

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction, which has been acknowledged in writing by the Town Administrator is a complete and exclusive statement of this order. Accordingly, no modification or amendment shall be binding upon the Town unless signed by the Town Administrator. The Town Attorney has approved these standard terms and conditions as to form and correctness. Accordingly, no modification of these terms and conditions shall be binding upon Town unless they are endorsed and approved by the Town Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, except a formal contract, these terms and conditions shall prevail.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

Vendor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the agreement, or in the employment practices of Vendor. Vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Vendor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Vendor covenants that it does not engage in any illegal employment practices. Vendor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services.

NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms thereof.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 440, Florida Statutes, and the Occupational Safety and Health Act of 1970. Any toxic substance delivered as part of this order must be accompanied by a Material Safety Data Sheet (M.S.D.S.)

OFFICIALS NOT TO BENEFIT

Employees or officials of Town shall not be permitted to any share or part of the Purchase Order or any benefit that may arise therefrom. Vendor agrees not to provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of Town, with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of any contract.

PACKING LISTS

An itemized packing list, bearing the Purchase Order number shall be attached to the outside of every shipping container.

PAYMENT AND TERMS

Payments shall be made by Town upon satisfactory delivery and acceptance of all items or service, and submission of a proper invoice(s) bearing the purchase description, delivery date, and/or contract number. Each Purchase Order shall be covered by separate invoice(s). Invoices are to be mailed to the address indicated on the Purchase Order. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statute 218.70, et seq.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company accompanied by a signed current IRS form W-9.

PUBLICITY

No endorsement by the Town of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

PUBLIC RECORDS: RIGHT TO AUDIT RECORDS

Town shall have the right to audit books, records, and accounts of Vendor and its subcontractors that are related to this Purchase Order. Vendor and its subcontractors shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the project. All books, records, and accounts of Vendor and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, vendor or subcontractor, as applicable, shall make same available at no cost to Town in written form. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment hereunder unless a shorter period is authorized in writing by the Town.

Written documents prepared by either the Seller or Town in furtherance of this order shall constitute a public record in accordance with Chapter 119, Florida Statutes.

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. Seller 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 Seller 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, Seller shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Seller agrees to keep and maintain public records required by the Town to perform the service in Seller's possession or control in connection with Seller's performance hereunder, 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. Seller 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 Seller does not transfer the records to the Town.

Upon completion of this Agreement, Seller agrees, at no cost to Town, to transfer to the Town all public records in possession of the Seller or keep and maintain public records required by the Town to perform the service. If the Seller transfers all public records to the Town upon completion of this Agreement, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Seller keeps and maintains public records upon completion of this Agreement, the Seller 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.

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

QUANTITIES

Quantities specified in the order cannot be changed without Town approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

REMEDIES

Town shall have all rights and remedies afforded under the U.C.C. and Florida law in contract and in tort, including but not limited to rejection of goods, rescission, right of act-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly sign and authorized Town order, issued by Town Administrator.

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

SEVERABILITY

If any provision of the Purchase Order is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

SUB-CONTRACTING

Vendor shall not sub-contract the Purchase Order to any other vendor without the expressed written consent of Town.

TAX

All prices included in the Purchase Order are exclusive of any Federal, State or local taxes. Town is exempt from sales tax and federal excise taxes. Sellers doing business with the Town, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any Seller be authorized to use the Town tax exemption in securing such materials.

TERMINATION

Town may terminate this agreement, in part or in whole, for its convenience or the failure of the vendor to fulfill contractual obligations. Town shall terminate by delivering to the vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the vendor shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise).
2. Deliver to Town all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.

If the termination is for the convenience of Town, Town shall only be liable for payment for services rendered before the effective date of the termination. If the termination is due to the failure of the vendor to fulfill its obligations under the contract, Town may:

1. Require the vendor to deliver any work described in the Notice of Termination.
2. Take over and prosecute the same to completion by contract of otherwise and the vendor shall be liable for any additional cost incurred by Town.
3. Withhold any payments to the vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by Town to the vendor.

In the event of termination for cause, Town shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination.

Seller will be liable for excess costs of re-procurement. Unless prohibited by applicable law, Town is not required to engage in competitive re-procurement, nor is Town required to obtain the lowest price.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code as applicable (including but not limited to Chapters 671 and 672, Florida Statutes), shall apply to and supplement the terms and conditions of this order.

ANTI-DISCRIMINATION

Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully sued as a basis for service deliver.

WARRANTY

Vendor warrants to Town that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantisable quality, good workmanship, and free from defects. Vendor extends to Town all warranties allowed under the U.C.C.

Vendor shall provide copies of warranties to Town with invoice. Return of merchandise not meeting warranties shall be at vendor's expense.

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Estimate



2715 E. Oakland Park Blvd.,
Suite 100
Fort Lauderdale, FL 33306
(954) 270-1121

Date	Estimate #
5/26/2022	3220

Name / Address
Town of Southwest Ranches 13400 Griffin Road Town of Southwest Ranches, FL 33330 United States

Project
22-13220 Green Me...

Description	Qty	Rate	Total
Project: 22-13220 - Green Meadows Drainage Project Location: Town of Southwest Ranches Scope: Drainage Improvements Plans by: Craig A. Smith & Associates, Date: 12/2020 Plans Received: G-01, G-02, C-01 to C-20 Estimates completed using Civil Plan received by Huurr Homes			
<div>General Conditions Section</div> <div>Mobilization/ De- Mobilization</div>	1	0.00 940.00	0.00 940.00
<div>Drainage Section</div> <div>24" ADS Pipe; Qty per FT</div> <div>St Augustine Sod will be installed. Water and maintenance by Others; Qty in Sq. Ft</div>	165 2,465	224.00 1.25	0.00 36,960.00 3,081.25
<div>Exclusions Sections</div> <div>Exclusions:</div> <div>1. Repair of Irrigation by other</div> <div>2. Unforeseen soil conditions</div> <div>3. All permit fees</div> <div>4. Excluding all damages to unmarked conduits</div>		0.00 0.00	0.00 0.00
Please sign below in agreement with above terms Authorized Signature and Date Print		Total	

Estimate



2715 E. Oakland Park Blvd.,
Suite 100
Fort Lauderdale, FL 33306
(954) 270-1121

Date	Estimate #
5/26/2022	3220

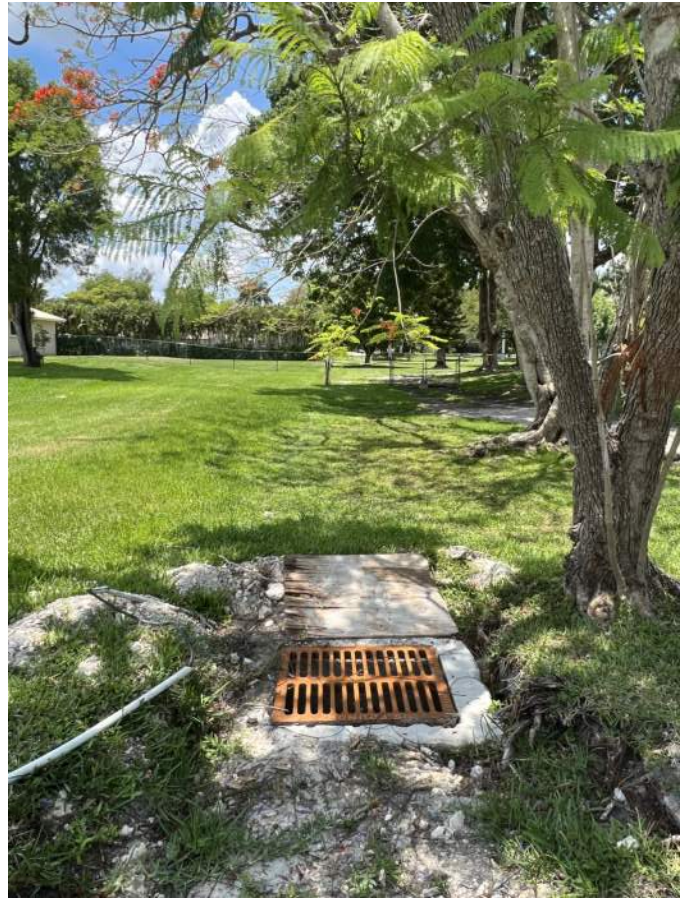
Name / Address

Town of Southwest Ranches
13400 Griffin Road
Town of Southwest Ranches, FL 33330
United States

Project

22-13220 Green Me...

Description	Qty	Rate	Total
All materials guaranteed to be complete in workman like manner according to standard practices. Any alteration from terms above will involving extra cost, new work will be executed only upon written change order,all agreements contingent upon strikes accidents or delays beyond our control. This estimate subject to acceptance within 30 Days and is void thereafter at the option of undersigned. In connection with any non-payment arising out of this proposal Huurr Homes shall be entitled to recover all cost incurred including attorney's fees for services rendered with any enforcement of breach of contract, including appellate proceeding and post judgment proceedings. This estimate shall constitute a contract between the parties when fully executed or added within a master agreement. The above prices, specification are hereby accepted. You are authorized to do the work as specified.		0.00	0.00
Please sign below in agreement with above terms Authorized Signature and Date Print		Total	\$40,981.25







Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: December Lauretano-Haines, PROS Manager
DATE: 7/14/2022
SUBJECT: Rolling Oaks Passive Open Space Park Pond Cleanup

Recommendation

Council approval is requested to enter into an Agreement for the Rolling Oaks Passive Open Space Park Pond Cleanup Project.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

D. Improved Infrastructure

Background

Since the Town's purchase of the Rolling Oaks Park property in 2001, no lake maintenance has been done. Invasive exotics have proliferated within the site's wetlands. Staff planned a program modification to correct the issue. In April 2022, the Town sought and received proposals for a project to do the initial clean up. A total of two proposals were received and the Selection Committee ranked the responsive and responsible proposals as follows (out of 300 total points; ranked highest to lowest):

1. Allstate Resource Management, Inc. 291.00
2. Milborne LLC 162.92

Comparison of Proposal Prices:

RFP 22-011	SC Committee	Base Proposal	Optional Add/	Base Proposal plus
-------------------	-------------------------	--------------------------	--------------------------	-------------------------------

	Ranking (300 = total points possible)		Alternate)	add/alternate)
Allstate Resource Management, Inc.	291	\$29,653.00	\$5,038.00	\$34,691.00
Milborne, LLC	162.92	\$39,020.04	\$15,992.74	\$55,012.78

Fiscal Impact/Analysis

The Town budgeted \$37,040 for this project in the Fiscal Year 2021-2022 adopted budget. Whereas the amount available is within the current year budget threshold, no budget adjustment is required at this time.

Staff Contact:

December Lauretano-Haines, PROS Manager

ATTACHMENTS:

Description	Upload Date	Type
Allstate Resource Reso - TA Approved	7/7/2022	Resolution
Staff Memo	6/14/2022	Executive Summary
Agreement	6/14/2022	Agreement

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF ALLSTATE RESOURCE MANAGEMENT AS THE LOWEST PRICED MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR THE ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP PROJECT; APPROVING AN AGREEMENT WITH ALLSTATE RESOURCE MANAGEMENT, WHICH ESTABLISHES THE SCOPE AND COMPENSATION IN THE AMOUNT OF THIRTY FOUR THOUSAND, SIX HUNDRED NINETY ONE DOLLARS AND ZERO CENTS (\$34,691.00) FOR ITS SERVICES TO PROVIDE ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 26, 2022, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 22-011 seeking Rolling Oaks Passive Open Space Park Pond Cleanup Services; and

WHEREAS, on May 27, 2022, the Town received proposals from two responsive and responsible proposers; and

WHEREAS, on June 7, 2022, at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the two (2) proposals, and ranked Allstate Resource Management, Inc. as the lowest priced most responsive and responsible proposer; and

WHEREAS, the Town Council hereby approves the ranking of the SC and authorizes the Town Administrator to enter into an agreement with Allstate Resource Management, Inc.; and

WHEREAS, the project is funded in the current fiscal year 2021-2022, and the Town desires to provide funds for this project from its General Fund; and

WHEREAS, Allstate Resource Management, Inc. and the Town desire to enter into an Agreement for the provision of Rolling Oaks Passive Open Space Park Pond Cleanup Services under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. After reviewing all the information provided, the Town Council hereby approves the selection of Allstate Resource Management, Inc. as the lowest priced most responsive and responsible proposer for the Rolling Oaks Passive Open Space Park Pond Cleanup Services.

Section 3. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Allstate Resource Management, Inc. in the amount of Thirty four thousand, six hundred ninety one dollars and zero cents (\$34,691.00) for Rolling Oaks Passive Open Space Park Pond Cleanup Services.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with Allstate Resource Management, Inc. in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 14th day of July, 2022, on a motion by _____ and

seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.1035.01

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muñiz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council

THRU: Andrew D. Berns, Town Administrator

FROM: December Lauretano-Haines, PROS Manager

DATE: June 14, 2020

SUBJECT: **A Resolution Approving the selection of Allstate Resource Management as the lowest priced most responsive and responsible proposer for the Rolling Oaks Passive Open Space Park Pond Cleanup Project and approving an Agreement in the amount of Thirty Four Thousand, Six Hundred Ninety One Dollars (\$34,691.00).**

Recommendation

Council approval is requested to enter into an Agreement for the Rolling Oaks Passive Open Space Park Pond Cleanup Project.

Unanimous Vote of the Town Council Required?

No

Strategic Priority

This item supports the Town's Strategic Plan, Priority Area D, Goal 1D by aiming to improve the management and maintenance of public land.

Background

Since the Town's purchase of the Rolling Oaks Park property in 2001, no lake maintenance has been done. Invasive exotics have proliferated within the site's wetlands. Staff planned a program modification to correct the issue. In April 2022, the Town

sought and received proposals for a project to do the initial clean up. A total of two proposals were received and the Selection Committee ranked the responsive and responsible proposals as follows (out of 300 total points; ranked highest to lowest):

1. Allstate Resource Management, Inc. 291.00
2. Milborne LLC 162.92

Comparison of Proposal Prices:

RFP 22-011	SC Committee Ranking (300 = total points possible)	Base Proposal	Optional Add/Alternate)	Base Proposal plus add/alternate)
Allstate Resource Management, Inc.	291	\$29,653.00	\$5,038.00	\$34,691.00
Milborne, LLC	162.92	\$39,020.04	\$15,992.74	\$55,012.78

Fiscal Impact/Analysis

The Town budgeted \$37,040 for this project in the Fiscal Year 2021-2022 adopted budget. Whereas the amount available is within the current year budget threshold, no budget adjustment is required at this time.

Staff Contact:

December Lauretano-Haines, PROS Manager

**TOWN OF SOUTHWEST RANCHES
ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP
RFP 22-011**

EXHIBIT “A”



**AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
ALLSTATE RESOURCE MANAGEMENT INC.**

**RFP NO.: 22-011
ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP**

TOWN OF SOUTHWEST RANCHES
ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP
RFP 22-011

AGREEMENT FOR

RFP NO.: 22-011

ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this ____ day of _____, 20____, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and ALLSTATE RESOURCE MANAGEMENT INC. (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to contract for RFP NO.: 22-011 Rolling Oaks Passive Open Space Park Pond Cleanup (the “Project”); and

WHEREAS, the Town advertised on APRIL 26, 2022 a Request For Proposals, RFP No. 22-011 (“RFP”); and

WHEREAS, 2 (two) Proposals were received by the Town on MAY 27, 2022; and

WHEREAS, the Town has adopted Resolution No. ____ - ____ at a public meeting of the Town Council approving the recommended award and has selected ALLSTATE RESOURCE MANAGEMENT INC. for award of the Project; and

WHEREAS, Contractor’s Proposal is attached to this Contract as Exhibit “B” and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises 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 Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “A” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Contractor’s Proposal, 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 Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract 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 Contract, all of the Contract Documents, good workman practices for right-of-way maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.

TOWN OF SOUTHWEST RANCHES
ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP
RFP 22-011

- 1.3 By submitting its Proposal and entering into this Contract, Contractor represents that it has informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated onsite in the performance of the Work have likewise been included and accounted for within the Contract Price.

Section 2: Term of this Contract and Contract Time

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for: Contractor

“RFP NO.: 22-011
ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP”

- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against the 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 the 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 delay, and Contractor waives any and all other claims against the Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed, thirty-four thousand, six hundred ninety one dollars \$34,691.00 Dollars (“Contract Price”).
- 3.2 The 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, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of

TOWN OF SOUTHWEST RANCHES
ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP
RFP 22-011

sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.

- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. 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 damaged requiring correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by 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 the Town.

Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by 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: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 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.
- 5.3 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

- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the 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 whom 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-

TOWN OF SOUTHWEST RANCHES
ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP
RFP 22-011

insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.

- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 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 **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** 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 **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** 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.
- 5.7 Contractor shall provide the 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 Work under this Contract and, at any time thereafter, upon request by the Town.

TOWN OF SOUTHWEST RANCHES
ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP
RFP 22-011

- 5.8 Contractor's Insurance Policies shall be endorsed to provide the 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.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

- 5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 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.
- 5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract 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.
- 5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 5.13 **UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE 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 CONTRACT.**
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being

TOWN OF SOUTHWEST RANCHES
ROLLING OAKS PASSIVE OPEN SPACE PARK POND CLEANUP
RFP 22-011

that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 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 the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town’s actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Contractor’s obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: 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 Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Contractor agrees comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

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

Section 9: Indemnification

To the fullest extent permitted by Florida law, 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 attorneys’ fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work 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 Contract, Contractor’s duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

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Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, 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, sexual orientation, 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 Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

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

Section 12: Prevailing Party Attorneys' Fees

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

Section 13: No Third Party Beneficiaries

This Contract 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 Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the 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 15: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the 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

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during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in 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 the 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 RFP 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 RFP 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 Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If 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 the Town.

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION'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 17: Termination

The Contract may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the 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 the Town. Upon being notified of the 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 the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.
- C. Termination for Cause.** In the event of a material breach by Contractor, the 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, the Town may terminate this Contract 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 the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the 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 Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall

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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 Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the 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 Contract, 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 the Town. In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract 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 Contract;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Contract; or
5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

Section 18: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 the Town's immediate termination of this Contract.

Section 19: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Contract may be utilized by other governmental entities or units to provide the specified services. The 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 20: Change Orders and Modification of Contract

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

Section 21: No Waiver of Rights

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

Section 22: Jurisdiction and Venue

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

Section 23: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the 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 Contract.

Section 24: 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 25: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 26: Days

The terms “days” as referenced in this Contract shall mean consecutive calendar days.

Section 27: Written Mutual Agreement

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

Section 28: No Amendment or Waiver

This Contract 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 Contract prior to the initiation of any Work reflecting such change.

Section 29: Severability

In the event any term or provision of this Contract 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 Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor’s fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the 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 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.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence

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litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 31: 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 the Town:

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

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

ALLSTATE RESOURCE MANAGEMENT INC.
6900 SW 21 COURT BLDG 9
DAVIE FL 33317

Section 32: 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 Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of

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termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.

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

Contractor shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract 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 Contract, unless Contractor is notified in writing by the 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 the 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 the 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 Contract.

- C. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract 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 Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the 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 Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the 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

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opinion, which is adverse or prejudicial to the interests of the 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 Contract, 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 Contract 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 Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- G. Joint Preparation.** The 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 Contract 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 Contract.
- J. Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract 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 Contract.
- K. Truth-in-Negotiation Certificate.** Signature of this Contract 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 Contract are accurate, complete, and current at the time of contracting.

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IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: ALLSTATE RESOURCE MANAGEMENT INC. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 20____.

WITNESSES:

CONTRACTOR:

By: _____

Name: _____

Title: _____

_____ day of _____ 20____

TOWN OF SOUTHWEST RANCHES

By: _____

Steve Breitkreuz, Mayor

_____ day of _____ 20____

By: _____

Andrew D. Berns,
Town Administrator

_____ day of _____, 20____

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney