



# Southwest Ranches Town Council

## REGULAR MEETING Agenda of March 23, 2023

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

<b><u>Mayor</u></b> Steve Breitreuz	<b><u>Town Council</u></b> Bob Hartmann Gary Jablonski	<b><u>Town Administrator</u></b> Andrew D. Berns, MPA	<b><u>Town Attorney</u></b> Keith M. Poliakoff, J.D.
<b><u>Vice Mayor</u></b> Jim Allbritton	David Kuczenski	<b><u>Town Financial Administrator</u></b> Emil C. Lopez, CPM	<b><u>Assistant Town Administrator/Town Clerk</u></b> Russell C. Muniz, MPA

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. 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.

**4. Board Reports**

**5. Council Member Comments**

**6. Legal Comments**

**7. Administration Comments**

**Ordinance - 2nd Reading**

- 8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING CHAPTER 3 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES PERTAINING TO DANGEROUS DOGS; PROVIDING FOR PENALTIES; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - January 26, 2023} {Tabled From February 9, 2023}**

**Resolutions**

- 9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A POLICY AND**

**PROCEDURE FOR ALL FUTURE TRANSPORTATION SURFACE DRAINAGE ONGOING REHABILITATION (TSDOR) PROJECTS TO PRESCRIBE STANDARDS AND CRITERIA FOR ELIGIBLE PROJECTS AND FOR THE PROCEDURES TO BE USED FOR PUBLIC NOTICE; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE TRANSPORTATION SURFACE DRAINAGE ONGOING REHABILITATION (TSDOR) POLICY; AND PROVIDING AN EFFECTIVE DATE.**

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING CPZ ARCHITECTS, INC. TO UTILIZE THE SERVICES OF OSBORN ENGINEERING CO. AS AN APPROVED SUBCONSULTANT AS OUTLINED IN ITS RESPONSE TO REQUEST FOR QUALIFICATIONS #22-013 FOR CONTINUING ARCHITECT AND/OR ENGINEER CONSULTING SERVICES; AND PROVIDING AN EFFECTIVE DATE.**
  
- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CPZ ARCHITECTS INC. IN THE AMOUNT OF TWO HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND FORTY-SEVEN CENTS (\$241,707.47) FOR ARCHITECTURAL SERVICES FOR THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDED SOUTHWEST MEADOWS SANCTUARY PARK RESTROOM FACILITIES PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**
  
- 12. A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO E. GOMEZ CONSTRUCTION IN AN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND, NINE HUNDRED, SEVENTY-FIVE DOLLARS (\$42,975.00) FOR THE COUNTRY ESTATES FISHING HOLE PARK PLAY FIELD FENCE PROJECT.**
  
- 13. 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*  
Jim Allbritton, *Vice Mayor*  
Bob Hartmann, *Council Member*  
Gary Jablonski, *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:** Keith Poliakoff, Town Attorney  
**DATE:** 3/23/2023  
**SUBJECT:** Vicious Dog Ordinance

---

### Recommendation

Town Council consideration for a motion to approve the ordinance.

### Unanimous Vote of the Town Council Required?

No

### Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

### Background

The Town is a rural community that contains numerous dogs and other animals. Although the majority of the dogs reside within the Town without incident, on several occasions dangerous dogs have attacked people, livestock, and other animals.

As a result of these dangerous dog attacks, the Town believes that it is in the best interest of the health, safety, and welfare of its residents to amend the Town's Code to regulate dangerous dogs to protect the lives and welfare of its residents and their pets.

This Code Amendment seeks to establish a definition for a "dangerous dog." Dangerous dogs are dogs found to have caused injury to a person or animals will cause the owner to be prosecuted to the fullest extent of the law which may include civil and criminal proceedings.

**Fiscal Impact/Analysis**

None.

**Staff Contact:**

Keith Poliakoff, Town Attorney

**ATTACHMENTS:**

Description	Upload Date	Type
Vicious Dog Ordinance 2nd Reading - TA Approved	3/17/2023	Ordinance



- 1 (1) Has aggressively bitten, attacked, endangered or inflicted severe injury on a  
2 human being on public or private property;
- 3 (2) Has killed or aggressively bitten, attacked, endangered, or inflicted injury  
4 injured to a domestic animal while unprovoked and off the owner's property;
- 5 (3) Has, when not under the direct control of any person and, when unprovoked,  
6 chased or approached a person upon the streets, sidewalks, or any public  
7 grounds in a menacing fashion or apparent attitude of attack, provided that  
8 such actions are attested to in a sworn statement by one (1) or more persons  
9 and dutifully investigated by the appropriate authority.

10 Notwithstanding anything else contained in this ordinance to the contrary, a dog  
11 shall not be classified by the Town or a Code Enforcement Officer as dangerous if  
12 the incident occurred on private property containing a "Bad Dog" sign in  
13 accordance with Section 767.04 Florida Statutes, as may be amended from time  
14 to time, or if the threat, injury or damage sustained by a person was sustained at  
15 a time when the person was unlawfully on the property of the dog's owner, or  
16 while a person was lawfully on the property of the dog's owner but was  
17 tormenting, abusing, or assaulting the dog, its owner, or a family member or guest  
18 of the owner; or if the dog was protecting or defending a human being within the  
19 immediate vicinity of the dog from an unjustified attack or assault.

20 Domestic animal shall mean an equine or bovine animal, goat, sheep, swine,  
21 domestic cat, dog, poultry, ostrich, emu, rhea, or other tamed, raised or kept beast  
22 or bird.

- 23 (a). The owner of a dangerous dog shall confine the dog to its property in an enclosure  
24 and shall not take, or allow the dog to be taken, out of the property unless the  
25 dog is securely muzzled and under the physical control of the owner by means of  
26 a leash, cord or chain.
- 27 (b). When a court ~~or of~~ competent jurisdiction has found the dog to be dangerous and  
28 orders the dog to be registered with Broward County, no person shall keep or  
29 harbor a dangerous dog without a valid dangerous dog license, pursuant to the  
30 Broward County Code of Ordinances, sections 4-12(b)(1), as they may be  
31 amended from time to time.

32 (c). The owner of a dangerous dog shall provide proof of vaccination to law  
33 enforcement within two (2) business days of an incident.

34 Penalties:

35 An officer who has probable cause to believe that a person has committed an act  
36 in violation of this ordinance shall issue a citation for a civil penalty in the amount  
37 delineated below, or in its sole option, may set the matter to be heard by a Special

Key: Underlined text is added and ~~stricken~~ text is deleted.

1 Magistrate, where the Town shall seek a civil penalty in ~~thean~~ amount set by  
2 resolution.forth below:

3  
4 In accordance with Section 162.09 (2)(d) Florida Statutes, as may be amended  
5 from time to time, \$1,000 for the first violation, \$5,000 for a repeat violation, and  
6 up to \$15,000 if it is found that the violation is irreparable or irreversible in nature.  
7 In addition to such fines, the Special Magistrate may impose additional fines to  
8 cover all costs incurred by the Town in enforcing its codes.

9  
10 \* \* \*

11 **Section 3: Inclusion.** The Town Clerk shall cause this Ordinance to be included  
12 as part of the Town's Code of Ordinances.

13 **Section 4: Conflict.** That all Sections or parts of Sections of the Code of  
14 Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolutions, in conflict  
15 are hereby repealed to the extent of such conflict.

16 **Section 5: Severability.** If any one or more of the provisions of this Ordinance  
17 shall be held contrary to any express provision of law or contrary to the policy of express  
18 law, though not expressly prohibited or against public policy, or shall for any reason  
19 whatsoever be held invalid, then such provision shall be null and void and shall be  
20 separate from the remaining provisions, and shall in no way affect the validity of all other  
21 provisions of this Ordinance.

22 **Section 6: Effective Date.** This Ordinance shall be effective immediately upon  
23 its adoption.

24 **PASSED ON FIRST READING** this 26<sup>th</sup> day of January, 2023 on a motion  
25 made by Council Member Hartmann and seconded by Council Member Jablonski.

26 **PASSED AND ADOPTED ON SECOND READING** this \_\_\_ day of \_\_\_, 2023, on  
27 a motion made by \_\_\_\_\_ and seconded by  
28 \_\_\_\_\_.

29  
30 **[Signatures on the Following Page]**

Key: Underlined text is added and ~~stricken~~ text is deleted.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

Breitkreuz \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Kuczenski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney

1001.~~2303~~2316.01

Key: Underlined text is added and ~~stricken~~ text is deleted.





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*  
Jim Allbritton, *Vice Mayor*  
Bob Hartmann, *Council Member*  
Gary Jablonski, *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:** 3/23/2023  
**SUBJECT:** TSDOR Policy

---

### 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
- D. Improved Infrastructure

### Background

The Town established the Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) program in July 2015 with the goal of preserving and extending the life of the Town's paved streets. The Drainage and Infrastructure Advisory Board (DIAB) and Town Council approved the TSDOR plan subject to annual review.

In an effort to standardize public notice and to garner community input the Town seeks to adopt a TSDOR Policies and Procedures statement attached hereto as Exhibit A. The policy and procedures statement also seeks to provide for design criteria to be utilized for all future TSDOR projects.

This item was tabled at the September 12th, 2022 Town Council Meeting.

**Fiscal Impact/Analysis**

None

**Staff Contact:**

Rod Ley, Public Works Director

Russell Muniz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	3/9/2023	Resolution
Exhibit A	3/9/2023	Exhibit

**RESOLUTION 2023 - XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A POLICY AND PROCEDURE FOR ALL FUTURE TRANSPORTATION SURFACE DRAINAGE ONGOING REHABILITATION (TSDOR) PROJECTS TO PRESCRIBE STANDARDS AND CRITERIA FOR ELIGIBLE PROJECTS AND FOR THE PROCEDURES TO BE USED FOR PUBLIC NOTICE; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE TRANSPORTATION SURFACE DRAINAGE ONGOING REHABILITATION (TSDOR) POLICY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town established the Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) program in July 2015 with the goal of preserving and extending the life of the Town’s paved streets; and

**WHEREAS**, the Drainage and Infrastructure Advisory Board (DIAB) and Town Council approved the TSDOR plan subject to annual review and amendment for those roads scheduled for construction five (5) fiscal years and beyond; and

**WHEREAS**, in an effort to standardize public notice and to garner community input the Town hereby adopts the following TSDOR Policies and Procedures statement attached hereto as Exhibit A; and

**WHEREAS**, the TSDOR Policies and Procedures statement shall also provide for design criteria to be utilized for all future TSDOR projects.

**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 establishes the TSDOR Policies and Procedures statement to establish standards for the proper design criteria to be utilized for all future TSDOR projects, which is attached hereto as Exhibit “A, and is incorporated herein by reference.

**Section 3:** The Town Council hereby establishes the TSDOR Policies and Procedures statement to provide public notice and to allow public input on all TSDOR projects and procedures.

**Section 4:** The Town Council authorizes its Town Administrator to take any actions necessary to implement the new TSDOR Policies and Procedures statement.

**Section 5: Effective Date.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz	_____	Ayes	_____
Allbritton	_____	Nays	_____
Hartmann	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Kuczenski	_____		

\_\_\_\_\_  
Steve Breitkreuz, Mayor

ATTEST:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.147.01

## **EXHIBIT A**

### **TSDOR POLICIES AND PROCEDURES**

1. For all TSDOR projects, and prior to the Town advertising a Request for Bids:
  - a. A Town workshop shall be held by Town Staff addressing the proposed TSDOR project's parameters, details and timeline; and
  - b. The workshop shall be posted, and notice shall be mailed to the affected residents at least ten (10) days prior to the scheduled workshop; and
  - c. All concerns raised by residents, as a result of the workshop, shall be reasonably considered by Town Staff; and
  - d. The final TSDOR project shall be brought before the Town Council for approval.
2. The Town Engineer and Design Engineer of Record (EOR) shall evaluate the proposed TSDOR project for life safety issues prior to approval by the Town Council.
3. If the area being considered for a TSDOR project has a properly functioning drainage plan, as determined by the Drainage and Infrastructure Advisory Board (DIAB), the EOR, and the Town Engineer, the drainage shall be maintained, as is, without further changes. No additional swales or surface drainage will be included in that respective TSDOR project.
4. All swales within a TSDOR project shall attempt to follow the Town of Southwest Ranches roadside swale standard and maintain the minimum slope reasonably necessary, as determined by DIAB, EOR, and the Town Engineer, to provide proper drainage.
5. Bahia sod will be used exclusively in the restoration of all disturbed pervious areas.

This page  
intentionally left blank



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*  
Jim Allbritton, *Vice Mayor*  
Bob Hartmann, *Council Member*  
Gary Jablonski, *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:** 3/23/2023  
**SUBJECT:** Authorizing CPZ Architects, Inc. to Utilize the Services of Osborn Engineering Co. as an Approved Subconsultant

---

### 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
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

### Background

On June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services.

On September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract with CPZ Architects, Inc. via Resolution 2023-004 for various services including Architectural Services, General Civil Engineering Services, Landscape Architectural Services, Geotechnical Engineering Services, General Environmental

Engineering Services, Land Surveying Services, Structural Engineering Services and Cost Estimating.

CPZ Architects, Inc. has advised the Town that it may be utilizing Osborn Engineering Co. as its subconsultants for mechanical, electrical and plumbing. A complete list of CPZ Architect's previously approved subcontractors is below.

§ Chen Moore and Associates, Inc. - GENERAL CIVIL ENGINEERING SERVICES - LANDSCAPE ARCHITECTURAL SERVICES

§ Terracon Consultants, Inc - GEOTECHNICAL ENGINEERING SERVICES - GENERAL ENVIRONMENTAL ENGINEERING SERVICES

§ Stoner & Associates Inc. - LAND SURVEYING SERVICES

§ MUEngineers, Inc. - STRUCTURAL ENGINEERING SERVICES

§ CMS Construction Management Services – COST ESTIMATING

The issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law.

**Fiscal Impact/Analysis**

Services will be performed on an as-needed basis, for Town Projects. As such projects are identified, it will be brought back to the Town Council for approval prior to the commencement of any work.

**Staff Contact:**

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

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	3/17/2023	Resolution



## RESOLUTION 2023

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING CPZ ARCHITECTS, INC. TO UTILIZE THE SERVICES OF OSBORN ENGINEERING CO. AS AN APPROVED SUBCONSULTANT AS OUTLINED IN ITS RESPONSE TO REQUEST FOR QUALIFICATIONS #22-013 FOR CONTINUING ARCHITECT AND/OR ENGINEER CONSULTING SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on June 20, 2022, the Town Advertised a Request for Qualifications (RFQu) #22-013 for Continuing Architect and/or Engineer Consulting Services; and

**WHEREAS**, on September 27, 2022, the Town's Selection and Negotiation Committee recommended that the Town enter into a contract with CPZ Architects, Inc. for various services including Architectural Services, General Civil Engineering Services, Landscape Architectural Services, Geotechnical Engineering Services, General Environmental Engineering Services, Land Surveying Services, Structural Engineering Services and Cost Estimating; and

**WHEREAS**, CPZ Architects, Inc. has advised the Town that it may be utilizing Osborn Engineering Co. as its subconsultants for such work; and

**WHEREAS**, services will be completed on an as-needed basis for Town Projects; and

**WHEREAS**, such services will come back to the Town Council for approval prior to the commencement of any work; and

**WHEREAS**, the issuance of the procurement, and the selection of this vendor has been performed in accordance with the Town's Procurement Code, the State of Florida's Consultant's Competitive Negotiation Act, and federal law; 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 authorizes CPZ Architects, Inc. to engage Osborn Engineering Co. as its approved subconsultant for such work, as outlined in its response.

**Section 3.** 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 \_\_\_\_\_ 2023 on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz	_____	Ayes	_____
Allbritton	_____	Nays	_____
Hartmann	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Kuczenski	_____		

\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.2315.01



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*  
Jim Allbritton, *Vice Mayor*  
Bob Hartmann, *Council Member*  
Gary Jablonski, *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:** 3/23/2023  
**SUBJECT:** Approving a Purchase Order to CPZ Architects for Architectural Services for the Southwest Meadows Sanctuary Restroom Facilities Using ARPA Funding

---

### 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
- B. Enhanced Resource Management
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

### Background

The Town of Southwest Ranches is a recipient of American Rescue Act (ARPA) of 2021 funding and prioritized the Southwest Meadows Sanctuary Restroom Facilities Project as a critical project.

The overall project is for the design of a restroom building with a storage area and enlarged canopies for picnic tables for Southwest Meadows Sanctuary Park located at the southwest corner of Dykes Road and Griffin Road. Additional site improvements will provide asphalt

access road, asphalt handicapped parking, stabilized grass multi-function area, site lighting, and new perimeter fence with gate. The stabilized grass multi-function area will be compacted base with sod.

The Town has a continuing contract for architectural services with CPZ Architects as per RFQ 22-013 and Resolution 2023-004. The Town also approved the use of their subconsultants in this agreement. The Town received a proposal from CPZ Architects for architectural services (\$81,180) plus civil engineering (Chen Moore \$92,137.50), structural engineering (MUEngineers \$10,920), landscape architecture (Chen Moore \$21,250), irrigation, if needed (Chen Moore \$6,480), and detailed cost estimating, if needed (CMS \$17,219.97) as well as mechanical, electrical and plumbing (MEP) engineering (Osborn \$19,000) for the project in the amount of \$248,187.47. The Town does not desire irrigation, so the total requested Purchase Order amount is \$241,707.47.

**Fiscal Impact/Analysis**

Funds are available in the FY 2022-2023 Budget in account #001-3920-572-63140 (American Rescue Plan Act). The total project cost is anticipated to be \$1,300,000 and will be funded completely with ARPA funds.

**Staff Contact:**

Rod Ley, P.E., Public Works Director  
December Lauretano Haines, Parks and Recreation Open Space Manager  
Emily McCord, Community Services Manager  
Emil Lopez, Town Financial Administrator  
Venessa Redman, Senior Procurement and Budget Officer

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	3/17/2023	Resolution
Exhibit "A" Proposal	3/17/2023	Exhibit

**RESOLUTION NO. 2023**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CPZ ARCHITECTS INC. IN THE AMOUNT OF TWO HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND FORTY-SEVEN CENTS (\$241,707.47) FOR ARCHITECTURAL SERVICES FOR THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDED SOUTHWEST MEADOWS SANCTUARY PARK RESTROOM FACILITIES PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town was awarded American Rescue Plan Act (ARPA) funding and prioritized the Southwest Meadows Sanctuary Park Restroom Facilities project as a critical project; and

**WHEREAS**, the total project cost is estimated to be One Million Three Hundred Thousand Dollars and Zero Cents (\$1,300,000.00); and

**WHEREAS**, funds have been included in FY 2022-2023 Proposed Budget in account #001-3920-572-63140 (American Rescue Plan Act) for this specific project; and

**WHEREAS**, architectural services are required for design and project management of the construction project; and

**WHEREAS**, these improvements must be completed by December 2024; and

**WHEREAS**, pursuant to RFQ 22-013 and Resolution 2023-004, the Town has a continuing contract for architectural services with CPZ Architects, Inc.; and

**WHEREAS**, pursuant to RFQ 22-013 and Resolution 2023-004, the Town approved the use of CPZ Architects, Inc.'s listed sub-consultants; and

**WHEREAS**, the Town received a proposal from CPZ Architects, Inc.; for professional architectural services for the project in the amount of Two Hundred Forty-One Thousand Seven Hundred Seven Dollars and Forty-Seven Cents (\$241,707.47); and

**WHEREAS**, the Town Council believes that the Purchase Order is in the best interest of the health, safety, and welfare of its residents.

**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 CPZ Architects, Inc. in the amount of Two Hundred Forty-One Thousand Seven Hundred Seven Dollars and Forty-Seven Cents (\$241,707.47) for professional architectural services relating to the Southwest Meadows Sanctuary Park Restroom Facilities, 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.** 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 \_\_\_\_\_ 2023 on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_  
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  
1001.2314.01

**PROPOSAL***"Designing Quality Architecture that Builds Lasting Relationships"*

March 1, 2023

Town of Southwest Ranches  
 Attn.: Ms. Emily McCord Aceti, Community Services Manager  
 13400 Griffin Road  
 Southwest Ranches, Florida 33330-2628

**Re: SW Meadows Park Restroom and Site Improvements**

Dear Ms. Aceti:

We are pleased to offer the following fee proposal to provide Architectural and Engineering Services for the addition of a restroom and multi-function site improvements at SW Meadows Park.

**SCOPE**

The overall project is for the design of a restroom building with a small storage area and enlarged canopies for picnic tables for SW Meadows Sanctuary Park in the Town of Southwest Ranches. Additional site improvements will provide asphalt access road, asphalt handicapped parking, stabilized grass multi-function area, site lighting, and new perimeter fence with gate. The stabilized grass multi-function area will be compacted base with sod. Design will work around the existing wetlands scattered throughout the park. Refer to attached scope sketch.

**Restroom**

1. Men's side – 2 water closets, 2 urinals and 2 lavatories.
2. Women's Side – 4 water closets and 3 lavatories.
3. Storage room – the width of the restroom and 10 feet deep.
4. Water will come from the water main at the northeast corner of the property.
5. Sewer will be by a septic tank system.
6. FPL has an overhead line on the north side of the property. Electrical engineer to coordinate with FPL for service.

**Site**

1. The site will be graded for the use as stabilized grass parking and for open space activities.
2. Site lighting will be designed throughout the stabilized grass area to illuminate multi-purpose function area.
3. **It is assumed Site Plan/DRC Approval will not be required. It is our understanding that the project will go straight to the Building Department for review.**
  - a. In the case that Site Plan/DRC Approval is required, irrigation plans may be needed to achieve code requirements. **Irrigation fees are provided below as an optional task, or as needed.**
4. Site will be graded as required to meet drainage, flood, and finish floor requirements. ADA access will be designed for the building.

**CPZ ARCHITECTS, INC.**

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
 1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406  
 200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957  
 1717 20<sup>TH</sup> STREET, SUITE 1, VERO BEACH, FL 32960  
 (954) 792-8525 WWW.CPZARCHITECTS.COM

**PROPOSAL***"Designing Quality Architecture that Builds Lasting Relationships"*

5. It seems like there may be some wetlands on the property that the project will need to work around. The Town is waiting for the wetlands study that is currently being completed.

**Other Items**

1. The Town of Southwest Ranches will provide the following:
  - a. Geotechnical testing and reports
  - b. Updated survey with topographic information.
2. Low voltage security systems and cameras are not required.
3. Any additional environmental testing or surveying will be handled by the Town.
4. All specifications will be included on the drawings. A separate set of specifications is not included.

**SERVICES**

Prepare SD's, DD's and CD's, Permitting & Bidding, and Construction Administration for the aforementioned scope of work to include all permit approvals, procurement documents and support throughout the procurement process.

We have broken this proposal down into parts, representing each item:

**Task I – Schematic Design****Task II – Design Development****Task III – Construction Documents & Specifications****Task IV – Permitting & Bidding****Task V – Construction Administration****I. Schematic Design**

1. Architectural
  - a. Building Code Research Review
  - b. Documentation of existing site conditions
  - c. Prepare new site plan for review and approval by SWR.
  - d. Prepare new floor plans for review and approval by SWR.
  - e. Coordination with landscape/irrigation architect.
2. Landscape/Irrigation
  - a. Attendance at up to one (1) meeting with the Client/Owner.
  - b. Site investigation to verify tree survey, assess health, viability and feasibility of existing vegetation for disposition plans. This tasks includes:
    - i. Identification of trees and assessment of potential impact of demolition and staging activity, calculations for tree replacement mitigation, landscape calculations, preliminary landscape design/restoration, and due diligence on irrigation water use permitting and connection point to water supply based on the survey information provided.

**CPZ ARCHITECTS, INC.**

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
 1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406  
 200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957  
 1717 20<sup>TH</sup> STREET, SUITE 1, VERO BEACH, FL 32960  
 (954) 792-8525 WWW.CPZARCHITECTS.COM





*"Designing Quality Architecture that Builds Lasting Relationships"*

3. Irrigation (Optional task as needed/required)
  - a. Perform due diligence on irrigation water use permitting and connection point to water supply based on the survey information provided.

## II. Task 2 – Design Development

1. Architectural
  - a. Prepare Design Development plans
  - b. Various meetings with client
  - c. Coordination & various meetings with all consultants
  - d. Coordination with product manufacturers
2. MEP Engineering
  - a. Field documentation of existing conditions
  - b. Prepare Design Development plans
  - c. Coordination with Architect and other consultants
3. Civil Engineering
  - a. (2) meetings with project team for design coordination.
  - b. Civil engineering design development level drawings to include, consisting of existing conditions, geometric site plan, paving, grading, and drainage, water and sewer, basic cross sections and details to the Client for Owner review.
  - c. Preparation of stormwater calculations for the overall site, addressing modifications to the latest permit modification as a result of this proposed development.
  - d. Set shall be utilized for initial development review submittals to the Town of Southwest Ranches.
  - e. Consultant shall provide an Opinion of Probable Cost.
4. Landscape Architecture
  - a. Proceed with Design Development landscape architecture drawings upon completion and approval of schematic design.
  - b. Attendance at up to (1) meeting with the Client/Owner
  - c. Review and respond to Client and Owner comments for the Schematic Design Submittal and update plans as applicable.
  - d. Prepare landscape architecture plans to include tree disposition and landscape plans and details to the Client for Owner review.
  - e. Site lighting locations and fixtures will be coordinated with the client's MEP Engineer and lighting vendor(s) so as not to conflict with proposed landscape improvements and safety.
  - f. Provide an Opinion of Probable Cost
  - g. It is assumed that a specification booklet is not required and the Technical Specifications shall be included with the plans.

## CPZ ARCHITECTS, INC.

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
 1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406  
 200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957  
 1717 20<sup>TH</sup> STREET, SUITE 1, VERO BEACH, FL 32960  
 (954) 792-8525 WWW.CPZARCHITECTS.COM



*"Designing Quality Architecture that Builds Lasting Relationships"*

5. Irrigation (Optional task as needed/required)
  - a. Prepare irrigation plans, including point of connection, mainline layout, head and valve layout, and schedules.
  - b. Provide an Opinion of Probable Cost.
  - c. It is assumed that a specification booklet is not required and the Technical Specifications shall be included with the plans.

### **III. Construction Documents & Specifications**

1. Architectural
  - a. Prepare 100% Construction Documents and Specifications on drawings.
  - b. Various meetings with consultants for coordination
  - c. Coordination with product manufacturers and vendors
2. Structural Engineering
  - a. Prepare structural Construction Documents
  - b. Coordination with Architect
3. MEP Engineering
  - a. Prepare 100% Signed and Sealed construction documents
  - b. Coordination with Architect
  - c. Coordination with Regulatory agencies in preparation for permitting
4. Civil Engineering
  - a. Proceed with 100% civil engineering construction drawings.
  - b. Review and respond to Client and Owner comments for the Design Development submittal and update plans as applicable.
  - c. Attend up to two (2) meetings with project team for design coordination.
  - d. Prepare 100% civil engineering construction drawings, consisting of existing conditions, demolition, geometric site plan, paving, grading, and drainage, water and sewer, signage and pavement markings, cross sections, and details to the Client sufficient to permit and construct the project.
  - e. Consultant shall review and respond to Client and Owner comments on the progress submittal and update plans as applicable for the full 100% submittal.
  - f. Provide an Opinion of Probable Cost
  - g. Technical Specifications shall be on the drawings.
5. Landscape Architecture
  - a. Proceed with landscape architecture construction drawings.
  - b. Attendance at up to one (1) meeting with the Client/Owner.
  - c. Review and respond to Client and Owner comments for the Design Development Submittal and update plans as applicable.
  - d. Prepare construction level landscape architecture plans to include tree disposition, landscape and irrigation plans, details, and specifications. All plans, details, sections, and specifications will be suitable for construction of the project.

## **CPZ ARCHITECTS, INC.**

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
 1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406  
 200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957  
 1717 20<sup>TH</sup> STREET, SUITE 1, VERO BEACH, FL 32960  
 (954) 792-8525 WWW.CPZARCHITECTS.COM



*"Designing Quality Architecture that Builds Lasting Relationships"*

- e. Site lighting locations and fixtures will be coordinated with the client's MEP Engineer and lighting vendor(s) so as not to conflict with proposed landscape improvements and safety.
  - f. It is assumed that a specification booklet is not required and the Technical Specifications shall be included with the plans.
  - g. Provide an Opinion of Probable Cost
6. Irrigation (Optional task as needed/required)
- a. Prepare 100% construction document irrigation plans, including point of connection, mainline layout, head and valve layout, and schedules.
  - b. Provide an Opinion of Probable Cost.
  - a. It is assumed that a specification booklet is not required and the Technical Specifications shall be included with the plans.

#### IV. Permitting & Bidding

- 1. Architecture
  - a. Assist in the permitting process by responding to Building Department comment reviews. Permit processing, tracking and all submittals shall be by others.
  - b. Provide all Signed and Sealed drawings as required and respond to drawings as required for all permit comments. If required, we will meet with plan reviewers to resolve any questions.
  - c. Assist in bidding, RFI's, and addendums.
- 2. Structural
  - a. Permit Phase Assistance – limited to response to structural related permit comments, revising structural construction documents as per the permit comments and issuing Signed and Sealed Construction Documents.
- 3. MEP Engineering
  - a. Assist with permitting and bidding drawings.
- 4. Civil Engineering
  - a. Coordinate up to one pre-application meeting with the following agencies to confirm applicable requirements and allowable design methodologies pertaining to civil engineering:
    - i. Town of Southwest Ranches (Public Works and Engineering Review)
    - ii. Florida Department of Environmental Protection for onsite sewage septic tank system
    - iii. South Broward Drainage District for stormwater management
  - b. Respond to permit agency comments and revise documents accordingly
  - c. Building department reviews and stormwater water pollution prevention permitting (through NPDES) shall be handled by the selected construction manager.
  - d. Provide bid review upon Owner request during the procurement of the Contractor. Assistance may include, but not limited to, the following:
    - i. Response to questions raised by bidders.

### CPZ ARCHITECTS, INC.

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
 1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406  
 200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957  
 1717 20<sup>TH</sup> STREET, SUITE 1, VERO BEACH, FL 32960  
 (954) 792-8525 WWW.CPZARCHITECTS.COM

**PROPOSAL**

*"Designing Quality Architecture that Builds Lasting Relationships"*

- ii. Participate in up to two (2) meetings with Owner, Client, and potential bidders.
  - iii. Evaluation of the technical aspects of the Contractor proposals.
5. Landscape Architecture
    - a. Update the Construction Documents with any Client, Owner, or regulatory agency comments.
    - b. Consultant shall prepare submittal packages and submit for government permits with the appropriate calculations and back-up for the water supply of the irrigation system and tree removals.
    - c. Consultant shall revise plans and coordinate permits resubmittals through the Project Architect.
    - d. Respond to inquiries and Requests for Information through the Project Architect.
    - e. Attendance at a pre-bid meeting with the landscape contractor.
    - f. Respond to inquiries and Requests for Information through the Project Architect.
    - g. Review contractor bid proposals and attend one contractor selection meeting
  6. Irrigation (Optional task as needed/required)
    - a. Update the Construction Documents with any Client, Owner, or regulatory agency comments.
    - b. Prepare submittal packages and submit for government permits with the appropriate calculations and back-up for the water supply of the irrigation system and tree removals.
    - c. Revise plans and coordinate permits resubmittals through the Project Architect.
    - d. Respond to inquiries and Requests for Information through the Project Architect.

## **V. Construction Administration**

1. Architecture
  - a. Site Meetings not to exceed fees below. This includes a (2) Punchlist meetings, (1) pre-construction meeting and substantial completion walkthrough inspection. Note: Any additional site visits will be billed at hourly rates listed below.
  - b. Process and review submittals, shop drawings and NOA's.
  - c. Please note we only estimated our fee based on (2) reviews for each shop drawings. Any additional reviews will be billed at our hourly rates listed below. Note: Any additional submittal/shop drawing reviews will be billed at hourly rates listed below.
  - d. Respond to Contractor RFI's
  - e. Review Change Order Requests
  - f. Process Pay Applications
2. Structural
  - a. Limited to review and responses to structural related RFIs and submittals.
  - b. On an as needed and hourly rate basis per our standard rate schedule with an estimated max as outlined below.

## **CPZ ARCHITECTS, INC.**

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
 1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406  
 200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957  
 1717 20<sup>TH</sup> STREET, SUITE 1, VERO BEACH, FL 32960  
 (954) 792-8525 WWW.CPZARCHITECTS.COM

**PROPOSAL**

*"Designing Quality Architecture that Builds Lasting Relationships"*

3. MEP Engineering
  - a. Responses to building department comments for permit, responses to RFI's, processing of Shop Drawings, two site visits for three engineers
  
4. Civil/Landscape/Irrigation
  - a. Review and respond to shop drawings
  - b. Review and respond to Requests For Information (RFIs) pertaining to the civil engineering design.
  - c. Attend up to one (1) pre-construction meeting with the selected Contractor and the Client.
  - d. Conduct field observations during construction. Consultant assumes a maximum of twenty (20) site visits during construction. Consultant shall prepare a daily report of construction for each site visit. After the budgeted visits have been used, additional visits shall be provided upon written Client authorization and invoiced on an hourly basis.
  - e. Attend up to two (2) Substantial Completion walkthrough meetings with the Contractor and the Client and generate a punch list of any observed defects and discrepancies with the Bid Documents to be corrected by the Contractor.
  - f. Attend one Final walkthrough with the Contractor and the Client to confirm punch list items are addressed.
  - g. Review as-built documents provided by the Contractor.
  - h. Prepare statement of completion for purpose of permit closeout, as applicable.

DRAFT

**CPZ ARCHITECTS, INC.**

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
 1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406  
 200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957  
 1717 20<sup>TH</sup> STREET, SUITE 1, VERO BEACH, FL 32960  
 (954) 792-8525 WWW.CPZARCHITECTS.COM

**PROPOSAL**

*"Designing Quality Architecture that Builds Lasting Relationships"*

**SERVICES & COMPENSATION**

Compensation for architectural and engineering services shall be as follows:

Phase	CPZ	MUEng	Osborn	Chen Moore	Chen Moore	Chen Moore	CMS	Sub-Total
Design	Architect	Structural Eng	MEP Eng	Civil Eng	Landscape Arch	Irrigation (Optional/As Needed)	Detailed Cost Estimate (Optional)	
<b>Basic Services</b>								
Schematic Design	\$ 12,150.00				\$ 4,860.00	\$ 360.00		\$ 17,370.00
Design Development	\$ 15,000.00		\$ 6,650.00	\$ 14,050.00	\$ 4,300.00	\$ 1,360.00	\$ 9,790.20	\$ 51,150.20
Construction Documents	\$ 28,800.00	\$ 7,800.00	\$ 5,890.00	\$ 32,250.00	\$ 3,580.00	\$ 1,760.00	\$ 7,429.77	\$ 87,509.77
Permitting	\$ 5,850.00	\$ 600.00	\$ 665.00	\$ 21,800.00	\$ 2,400.00	\$ 800.00		\$ 32,115.00
Bidding	\$ 4,380.00	\$ 600.00	\$ 665.00	\$ 2,337.50	\$ 2,550.00			\$ 10,532.50
Construction Administration	\$ 10,500.00	\$ 1,920.00	\$ 5,130.00	\$ 21,700.00	\$ 3,560.00	\$ 2,200.00		\$ 45,010.00
Construction Site Mtgs	\$ 4,500.00	See Proposal	See Proposal	See Proposal	See Proposal			\$ 4,500.00
	6 Mtgs		2 Mtgs					
<b>Sub-Total</b>	<b>\$ 81,180.00</b>	<b>\$ 10,920.00</b>	<b>\$ 19,000.00</b>	<b>\$ 92,137.50</b>	<b>\$ 21,250.00</b>	<b>\$ 6,480.00</b>	<b>\$ 17,219.97</b>	<b>\$ 248,187.47</b>

All work will be completed in accordance with our continuing contract. We thank you for the opportunity to offer you these services. If you have any questions, please contact me at 954-792-8525.

Respectfully,  
CPZ ARCHITECTS, INC.

  
Chris P. Zimmerman, AIA  
President

**CPZ ARCHITECTS, INC.**

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406  
200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957  
1717 20<sup>TH</sup> STREET, SUITE 1, VERO BEACH, FL 32960  
(954) 792-8525 WWW.CPZARCHITECTS.COM

No sewer connection. A septic system will be provided for the restroom.

No new landscaping or irrigation throughout the site.

Provide a small area of asphalt parking for handicap parking

Provide low level of site lighting through put the stabilized grass area

6 acres of stabilized and grass multi-function and parking area

Restroom building with enlarged canopy for picnic tables.

Asphalt paved drive way

Drive way access

New chain link fence to secure the park as shown. The other areas have fencing.

Design shall work around the existing wetlands that are scattered throughout the site.

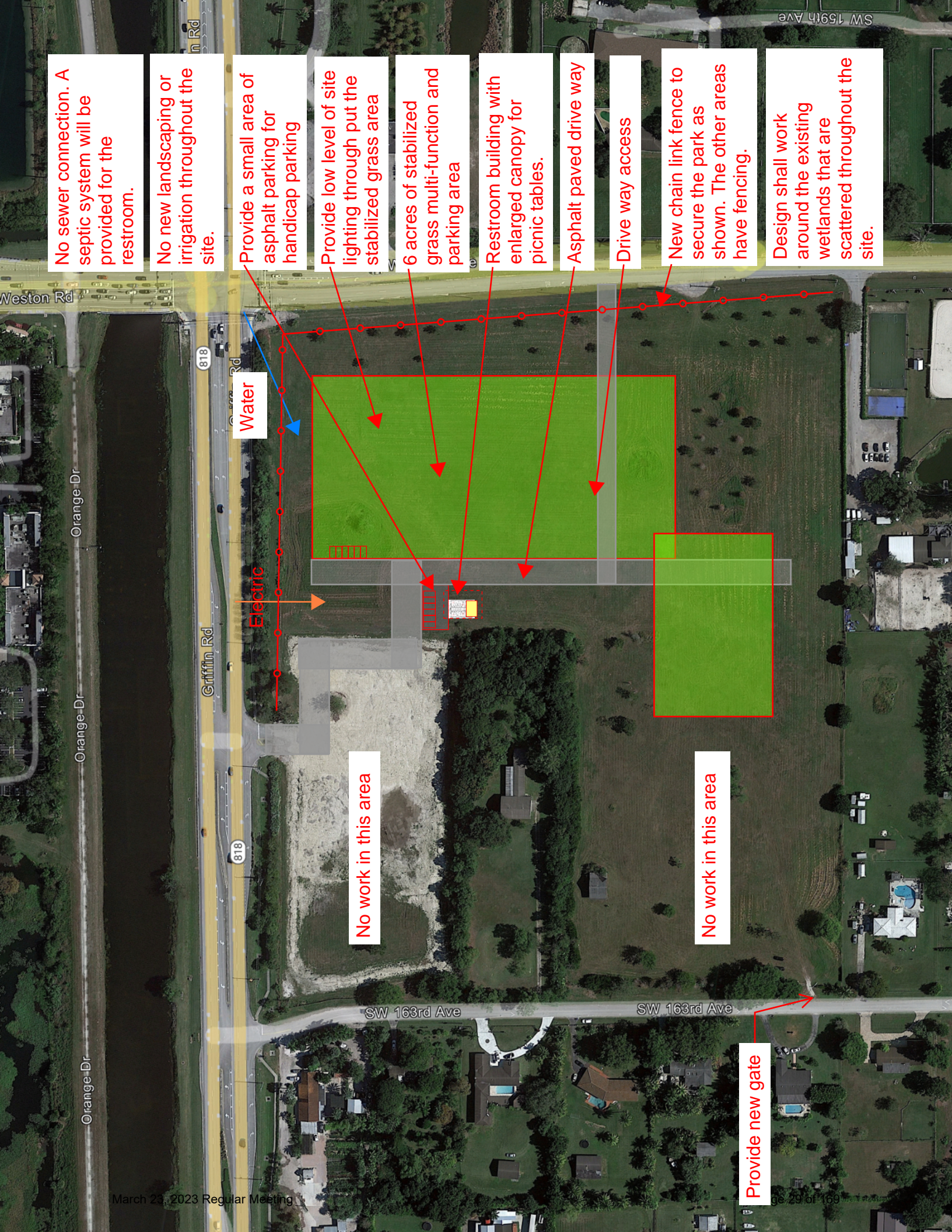
Water

Electric

No work in this area

No work in this area

Provide new gate



**This page  
intentionally left blank**





# Proposal

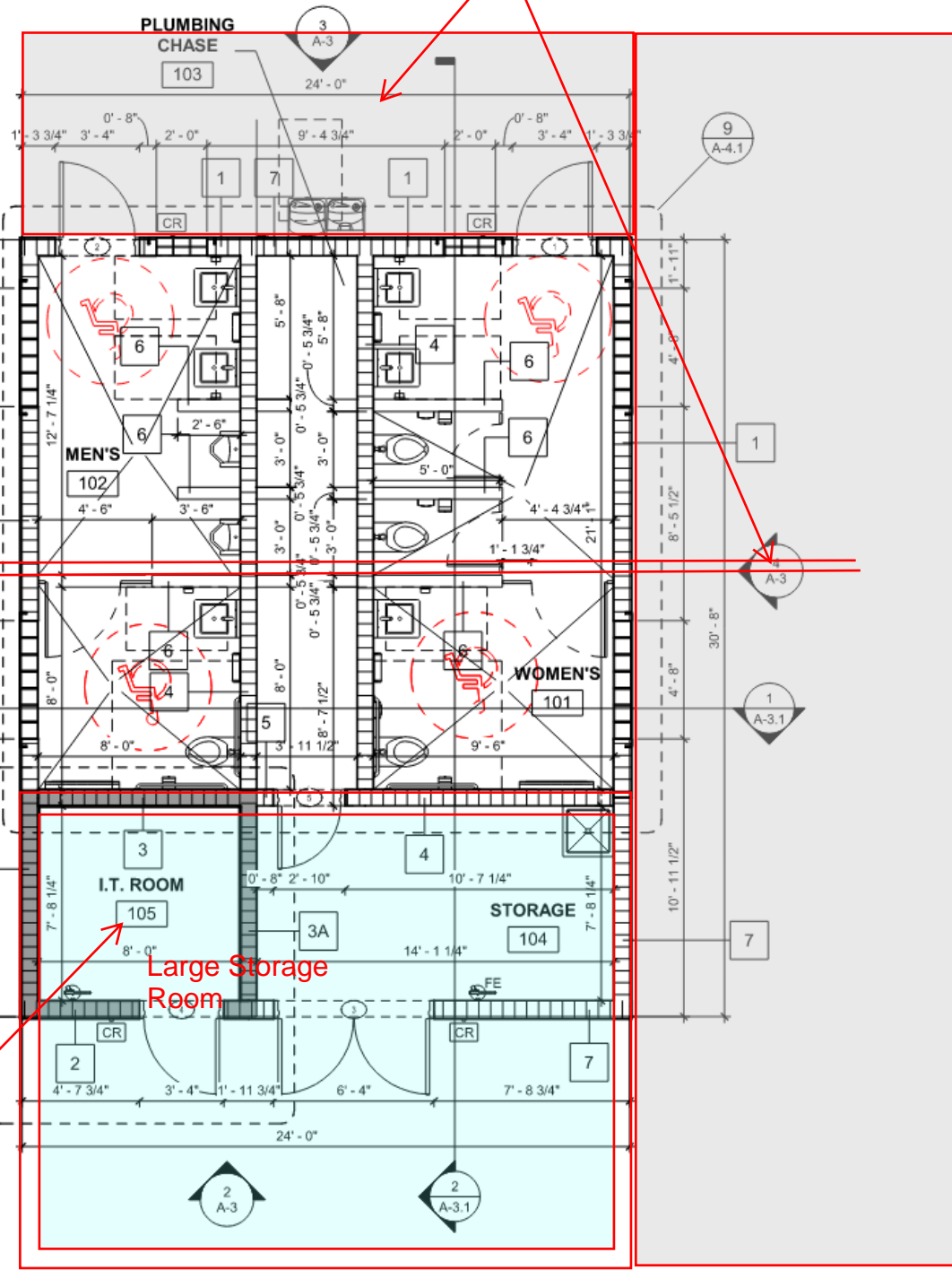
*"Designing Quality Architecture that Builds Lasting Relationships"*

The restroom will be similar to below:

Covered walk and patio

Make building 3' longer to add another water closet on both sides

PLUMBING CHASE 103



Large Storage Room

No IT just large storage

## CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
200 N. EL MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957  
TEL (954) 792-8525

This page  
intentionally left blank

MUEngineers, Inc.  
 3440 NE 12<sup>th</sup> Avenue  
 Oakland Park, FL 33334  
 Phone: (954) 324-4730  
 CA#: 29348  
[www.MUEngineers.com](http://www.MUEngineers.com)



## Proposal

February 12, 2023

CPZ Architects, Inc.  
 4316 West Broward Boulevard  
 Plantation, FL 33317  
 Attention: Mr. Chris Zimmerman

Via E-Mail: [chris@cpzarchitects.com](mailto:chris@cpzarchitects.com)

Reference	Project Name:	1222L-SW Meadows Sanctuary Park-Restrooms
	Project Address:	Griffin Road and Dykes Road, SW Corner, Southwest Ranches
	MUE PN:	MUE22040701

Dear Chris,

We are pleased to propose the following agreement for providing structural engineering services on this project. This proposal will remain open for acceptance for 30 days from the date above.

### MUEngineer's project scope of work (SOW)

Our scope and involvement in this project will be limited to the following structural consulting services:

- Structural design of one new free-standing one-story public park restroom building structure including an attached covered porch roof framing.

### Engineering Compensation

The fee for these services will be broken down as follows:

• Structural Design and <u>Permit Documents</u> (PDs)	Fixed fee of \$7,800.00
• Permit Phase Assistance (limited to response to structural related permit comments, revising structural construction documents as per the permit comments and issuing Construction Documents (CDs))	Fixed fee of \$600.00
• Bidding Assistance (responding to bidders RFIs and attending up to one bidding phase conference call)	Fixed fee of \$600.00
• Structural design of any site, civil, and land scape structures (optional)	Not included in our fee and scope
• Construction Administration Services (CA) (Limited to review and responses to structural related RFIs and submittals)	On an as needed and hourly rate basis per our standard rate schedule with an estimated max of \$1,920.00
• Time related to value engineering tasks	Not included in our fee and scope

---

THOROUGH, DETAILED AND COST-EFFICIENT ENGINEERING DELIVERED IN A TIMELY MANNER

enclosures, emergency generator enclosures, generator foundation slabs, site walls, seawalls and bulkheads, fountains, pools, entry signs and footings, light pole and flagpole foundations, benches, sidewalks, ramps, curbs, decks, civil and landscape structures, etc.

- Design of specialty-engineered items and miscellaneous items not related to the main building structure such as concrete tilt wall panels, decorative and architectural precast concrete components, heavy timber framing and connections, wood trusses, light gauge steel framing, steel joists and girders, windows and doors and their attachments, trellises, canopies, screen framing, fabric structures, any type of stair framing and stair structures (other than conventional cast in place concrete stairs or wood framed stairs, ladders, railings, RTU curbs and stands, cooling tower support framing, trellises, elevated wood decks, etc., mechanical equipment support framing and hangers, etc.
- Design related construction means and methods, construction sequencing, construction loading conditions, sheathing, shoring, scaffolding, formwork, temporary bracing, etc.
- Any time that is required to interact, to respond to or redesign related to an engineering peer review or value engineering review.

This proposal is based on the following assumptions.

- A Geotechnical Engineer will be retained by others and MUE will coordinate its foundation design with the Geotechnical Engineer's written report. Client understands, agrees, and accepts that MUE may use the Geotechnical Engineer's written report and is entitled to rely upon its accuracy and completeness. Client recognizes and understands that the Geotechnical Engineer is responsible for the accuracy and completeness of the Geotechnical Engineer's written report.
- The General Contractor or Construction Manager is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this work, including meeting all current OSHA regulations. MUEngineers, Inc. is not responsible for the means and methods of construction or for related safety precautions and programs.

#### Additional Provisions

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analysis and records as necessary to place our files in order and, where considered by us necessary to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30 percent of all charges incurred up to the date of the stoppage of work may, at the discretion of MUEngineers, Inc., be applicable.

All work prepared by MUEngineers, Inc. is the property of the corporation and may only be used for its intended use. Said work may not be used at any other location for any other use without MUEngineers' written authorization.

This Letter of Agreement and Exhibit A constitute the entire agreement between the parties. Please examine these documents, sign, and return one copy along with the applicable retainer.

Initial:



## EXHIBIT A - SUMMARY OF SERVICES

This is an exhibit attached to and made part of the Letter of Agreement dated February 12, 2023 between CPZ Architects, Inc. and MUEngineers, Inc. MUEngineers, Inc. (SE) shall perform the services outlined in this Agreement for the stated fee arrangement.

## Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

## Billings/Payments

Invoices for services and reimbursable expenses and are due when rendered. Invoices shall be considered past due if not paid within 14 days after the invoice date and MUE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at guaranteed interest rate of 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

## Additional Reimbursable Expenses

Additional reimbursable expenses incurred directly or indirectly in connection with the project such as, but not limited to, printing and shipping expenses for additional sets of structural documents as / if requested, travel expenses [including travel time], overnight deliveries, etc.

## Access to Site

Unless otherwise stated, MUE will have access to the site for activities necessary for the performance of the services. MUE will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

## Hidden Conditions and Hazardous Materials

A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If MUE has reason to believe that a structurally deficient condition may exist, MUE shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) MUE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and MUE shall not be responsible for the existing condition nor any resulting damages to persons or property. SE shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

Initial:



PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

P:\Pending\MUE22040701-CPZ-SWMeadowsParkRestroomsSouthwestRanches\Admin\Agreement\MUE22040701-Proposal.docx

Initial:





P20230308.000

February 27, 2023

Chris Zimmerman  
CPZ Architects, Inc.  
4316 West Broward Blvd.  
Plantation, FL 33317

*sent via email: [Chris@cpzarchitects.com](mailto:Chris@cpzarchitects.com)*

**Re: Proposal for MEP/FP/S Engineering Services for SW Meadows Park Restroom & Site Improvements**

Dear Chris:

Osborn Engineering appreciates the opportunity to offer this proposal for MEP Mechanical, Electrical, and Plumbing engineering services for the above referenced project.

**The overall project is for the design of a new restroom building with a small storage area and enlarged canopies for picnic tables for SW Meadows Sanctuary Park in the Town of Southwest Ranches. Additional site improvements will provide asphalt access road, asphalt handicapped parking, stabilized grass multi-function area, site lighting, and new perimeter fence with gate. Design will work around the existing wetlands scattered throughout the park. Refer to the attached scope sketch. Site lighting photometrics, layout, and selection of fixtures shall be provided by others. However, Osborn will provide power and lighting controls for the design provided by others. The restroom building will be provided with ventilation design only (no cooling/heating). Low voltage security systems and cameras are not included.**

### **SCOPE OF WORK**

Osborn Engineering (OE) will provide MEP engineering consulting, construction drawings and specifications for the above referenced project in the following phases of work.

#### **1. DESIGN DEVELOPMENT PHASE**

- 1.01 Participate in one (1) DD Planning meeting.
  - 1.01.1 Participate in conference call coordination meetings as requested.
- 1.02 One site visit to document existing MEP conditions. A report will not be provided.
- 1.03 Prepare one DD progress submittal at approximately 90% DD's.
- 1.04 Finalize equipment / material selections.
- 1.05 Perform detailed HVAC load calculations.
- 1.06 Coordination of light fixture layout. It is anticipated that CPZ will select light fixtures for all public and high visibility spaces with the assistance of Osborn and provide light fixture layout plans to Osborn.
- 1.07 Review and coordinate design with construction cost estimate, schedule, and phasing provided by others.



- 1.08 Prepare and deliver Design Development drawings and plan specification list in electronic PDF format.
- 1.09 Respond to 100% Design Development review comments.

## **2. CONSTRUCTION DOCUMENTS & SPECIFICATIONS PHASE**

- 2.01 Participate in one (1) CD planning meetings.
  - 2.01.1 Participate in conference call coordination meetings as requested.
- 2.02 Prepare one CD progress submittal at approximately 90% CD's.
- 2.03 Respond to 90% Construction Document design review comments.
- 2.04 Review and coordinate design with construction cost estimate, schedule, and phasing.
- 2.05 Finalize HVAC and electrical load calculations.
- 2.06 Finalize lighting and power design calculations.
- 2.07 Finalize plumbing calculations.
- 2.08 Prepare final Construction Document drawings and plan specifications for Bidding.
- 2.09 Provide 100% CD's PDF drawings and plan specifications.

## **3. PERMITTING & BIDDING PHASE**

- 3.01 Submit stamped and signed PDF drawings and specifications for plan approval and building permit.
- 3.02 Respond to building department permit comments.
- 3.03 Respond to Bidders' Requests for Information (RFI's).

## **4. CONSTRUCTION ADMINISTRATION PHASE**

- 4.01 Perform 2 site visits for 3 engineers, one staff member per discipline during construction to observe the progress of construction upon request.
- 4.02 Shop drawing reviews and approvals.
- 4.03 Respond to Contractor RFI's.

## **5. CLARIFICATIONS**

- 5.01 Our fee is based on the assumption that, although changes are expected throughout the early development of the design, there will be no significant design changes after the 100% DD stage. If there are any significant design changes after that point, we would be entitled to additional design fees.
- 5.02 The projects will not pursue LEED certification. Although our design will incorporate a sustainable, energy efficient approach, our proposal does not include any LEED related services.
- 5.03 Fire Protection (sprinkler) and Fire Alarm engineering services are not included.
- 5.04 Site lighting design is provided by others.
- 5.05 An emergency backup generator design is not included.
- 5.06 Our Electrical Design services fee is based on the assumption that the existing electrical utility service and associated distribution system has the capacity to accommodate the proposed renovations and does not require upgrades. Any upgrades to these systems would entitle Osborn Engineering to additional design fees.
- 5.07 Utilities are readily available to the site, have sufficient capacity for this new facility and no extensions or upgrades are required.
- 5.08 Mechanical Osborn will design incoming utilities to a point 5'-0" outside of the building where it will be picked up by the Civil engineering consultant.
- 5.09 Technology Design Services will include:
  - 5.09.1 Pathway and backboxes only. Owner and/or Owner's vendor will provide Osborn all device locations, cabling, hardware, equipment and specifications of required





Technology Systems, including, but not limited to: structured cabling system (SCS) data/voice, CATV, audio/visual, clocks, intercom, video surveillance, access control and intrusion detection.

## 6. REVIT

- 6.01 Drawings will be developed in Revit to a point generally consistent with a Level of Development (LOD) of 300 with the following clarifications:
  - 6.01.1 Depiction of model elements will be to a construction document level, but not to a fabrication or shop drawing level.
  - 6.01.2 Osborn is not responsible for rendering, or for including information for rendering in its models. General forms will be modeled at appropriate locations, but the model will not necessarily include color, reflectance, translucence, texture maps, bump maps, IES files, or other information for rendering.
  - 6.01.3 Typical model uploads should occur every 1-2 weeks. They can be more frequent than that if an unusual number of changes have occurred, but this should be the exception, not the rule.
  - 6.01.4 CPZ will provide Osborn with a narrative or itemized list of changes with each model update, so we are aware of all differences between the new model and the previous model.
  - 6.01.5 If CPZ updates an Architectural model within one week of a scheduled submittal, we cannot guarantee that any/all changes made will be reflected in our model(s) for that submittal.
  - 6.01.6 Osborn will not begin to populate the MEP/FP model until CPZ has modeled the rooms and ceilings in the Architectural model.
  - 6.01.7 Because MEP/FP devices (such as diffusers, thermostats, lights, outlets, faceplates, etc.) attach to the Architectural model, we ask that CPZ *move* components (such as walls, floors, and ceilings) whenever possible instead of deleting and remodeling components.
  - 6.01.8 Any Architectural component that Osborn is attaching a device to, will be modeled by CPZ, not drafted.
  - 6.01.9 Although the major elements will be coordinated, some items such as piping, and conduit will be indicated in a more diagrammatic fashion for clarity on the plans. Therefore, contractor shop, fabrication and coordination drawings will need to be generated by the contractor and/or trades.
  - 6.01.10 The model can be used to generate material take offs for cost estimates; however, the contractor is responsible for verifying all take-off quantities.
  - 6.01.11 Turnover of the Revit model to the contractor is included, however with the following conditions:
    - 6.01.11.1 Osborn Engineering reserves the right to continue to use the model for our purposes.
    - 6.01.11.2 The contractor cannot use content from our model for other projects without written permission from Osborn Engineering.
    - 6.01.11.3 Osborn Engineering is not responsible for modifications to our model made by others.



**THIS PROPOSAL DOES NOT INCLUDE ANY OF THE FOLLOWING:**

- Food service design of any kind.
- LEED.
- Civil Engineering.
- Structural Engineering
- Boundary or topographic surveying
- Landscape architectural services
- Fire Protection engineering
- Fire Alarm engineering
- Site lighting photometrics, layouts, and sections
- Public utility extensions or upgrades.
- Pump (lift) stations or on-site wastewater treatment system design
- Fees associated with any required permits.
- Value Engineering.
- Fast track construction; multiple bid packages.
- Full time field observation and/or on-site construction management.
- Preparation of opinion of probable costs.
- Record and as-built drawings.
- Building renderings.
- Building signage.
- Layout or specifying of any furniture, fixtures, or equipment.
- Energy Modeling.
- Services for an overall building code review, underwriters review, or other local, state, or federal agency reviews.
- Material testing of any kind (including geotechnical soil testing), and environmental investigations or remediation are not included in our Scope of Work.
- All Technology Design Services.
- Site Improvements
- Septic and drain field design
- Any engineering services not listed above.

Please note that these services can be provided for an additional fee.



**FEES:**

Our lump sum fee to provide the above services described above is **\$19,000.00**, not including reimbursable expenses. Osborn will invoice monthly based on percentage of work completed and expenses incurred to date. Reimbursable expenses will be billed as indicated on the rate sheet.

<b>Service</b>	<b>MEP/FP Fee</b>
Schematic Design	Not Included
Design Development	\$ 6,650.00
Construction Documents & Specifications	\$ 5,890.00
Permitting & Bidding	\$ 1,330.00
Construction Administration	\$ 5,130.00
<b>Total</b>	<b>\$ 19,000.00</b>

**ADDITIONAL SERVICES:**

Osborn Engineering shall provide additional services for the project, only when payment is authorized in writing. Such services shall consist of providing any services not otherwise included in this proposal or not customarily furnished in accordance with generally accepted engineering practice.

If any of our proposed Scope of Work differs from your expectations, please contact me and we'll be happy to revise it accordingly. We are grateful for the opportunity to offer this proposal and we look forward to working with CPZ. We are prepared to begin work immediately upon your authorization. This proposal is valid for 30 days.

Sincerely,

**OSBORN ENGINEERING**

Aaron Lobas, PE  
 Vice President | Florida Division Head

Todd Vincent-Myrick  
 Director of Florida Operations

cc: OECAcct

**CPZ Architects, Inc.**

By: \_\_\_\_\_

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

**This page  
intentionally left blank**

No sewer connection. A septic system will be provided for the restroom.

No new landscaping or irrigation throughout the site.

Provide a small area of asphalt parking for handicap parking

Provide low level of site lighting through put the stabilized grass area

6 acres of stabilized and grass multi-function and parking area

Restroom building with enlarged canopy for picnic tables.

Asphalt paved drive way

Drive way access

New chain link fence to secure the park as shown. The other areas have fencing.

Design shall work around the existing wetlands that are scattered throughout the site.

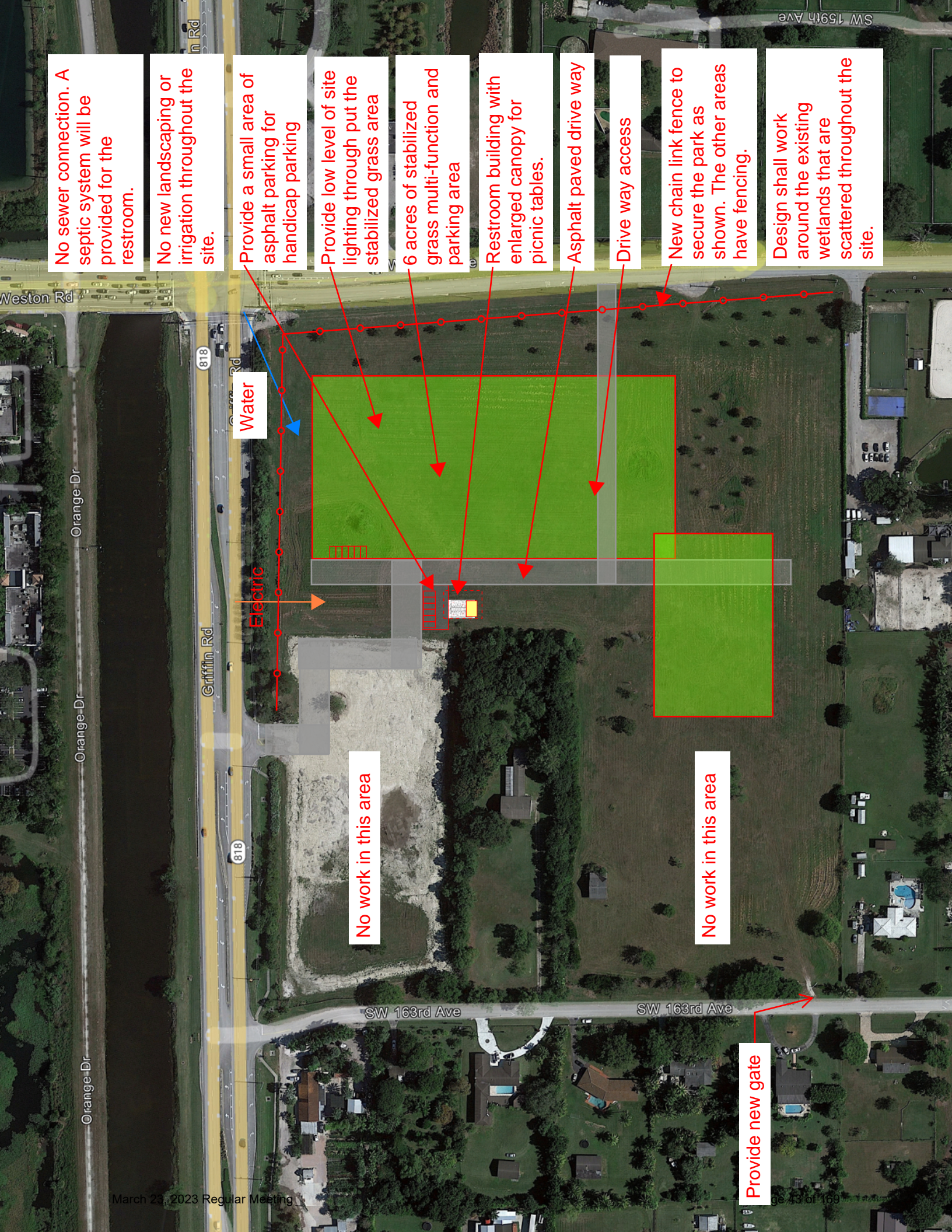
Water

Electric

No work in this area

No work in this area

Provide new gate



This page  
intentionally left blank



# Proposal

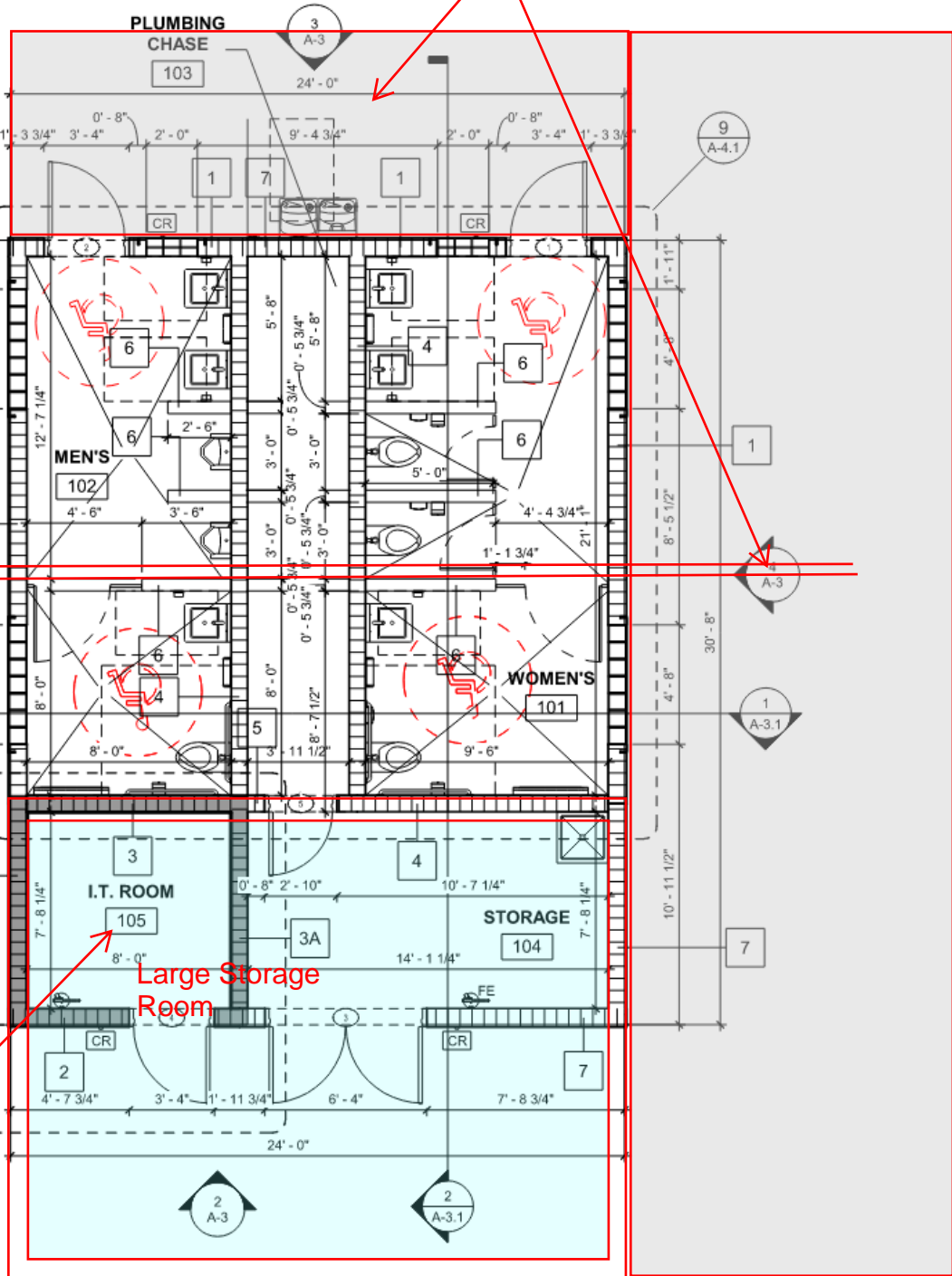
*"Designing Quality Architecture that Builds Lasting Relationships"*

The restroom will be similar to below:

Covered walk and patio

Make building 3' longer to add another water closet on both sides

PLUMBING CHASE 103



Large Storage Room

No IT just large storage

## CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
200 N. EL MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957  
TEL (954) 792-8525

This page  
intentionally left blank





# OSBORN BILLING RATE SCHEDULE

February 1, 2023 through January 31, 2024

## Reimbursable Expenses

<u>Item</u>	<u>Rate</u>
Automobile Mileage at IRS Standard Mileage Rate (Current Rate)	65.6 cents per mile
All Other Out-of-Town Travel Expenses	1.1 Times Actual Cost
Consultants and Testing Companies -----	1.1 Times Actual Cost
Outside Reproduction -----	1.1 Times Actual Cost
In-house Reproduction	
8 ½ x 11 Black line Photo copies -----	\$ .10 per page
8 ½ x 11 Color Photo copies -----	\$ .40 per page
11 x 17 Color Photo copies -----	\$ .80 per page
Drawing Prints on Bond -----	\$ .25 per S.F.
Drawing Prints on Translucent Bond -----	\$ .30 per S.F.
Drawing Prints on Mvlar -----	\$ .70 per S.F.
Large Format Color Drawings on Bond-----	\$4.00 per S.F.
Shipping Charges and Photographs -----	1.1 Times Actual Cost
Postal Charges -----	At cost

This page  
intentionally left blank



500 W. Cypress Creek Road  
Suite 630  
Fort Lauderdale, FL 33309  
Phone: +1 (954) 730-0707  
[www.chenmoore.com](http://www.chenmoore.com)

February 13, 2023

SENT VIA E-MAIL ([chris@cpzarchitects.com](mailto:chris@cpzarchitects.com))

Mr. Chris P. Zimmerman, AIA  
**CPZ Architects, Inc.**  
4316 West Broward Blvd.  
Plantation, FL 33317

**Subject: SW Meadows Park Restroom and Site Improvements  
Civil and Landscape Architecture  
CMA Proposal No. 22-0430.P0004**

Dear Mr. Zimmerman:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to assist your team with the civil engineering and landscape architecture for the above-referenced project.

### **PROJECT INTRODUCTION**

The proposed project site is as follows: SW Meadows Sanctuary Park, located at Griffin Rd and SW 160<sup>th</sup> Ave in the town of Southwest Ranches, Florida. The project will include the design of a restroom building with storage/utility area, along with site improvements to provide an asphalt access road and HC parking. Additional compacted base with sod parking will also be provided. The program for the project includes the following:

- The design of SW Meadows Sanctuary Park restroom building.
- Asphalt access road and HC parking with additional compacted/stabilized sod multi-function and parking area.
- Site grading as required to meet drainage, flood and finished floor requirements.
- ADA access to the building.
- Potable water, power, and stormwater drainage infrastructure must be extended, rerouted, and/or relocated to provide necessary services to the proposed park and associated facilities.
- An on-site septic system will be provided for the restroom.
- Landscaping will be provided to meet the current town codes.
- Irrigation design for the proposed landscape will provided as/if required as an optional task.
- Potential wetlands exist within the property which require avoiding with any development, the Town is waiting for a wetland study to be completed.

The project design documentation package milestones are to include:

- Schematic Design
- Design Development
- Construction Documents
- Government Permitting (Civil and LA)
- Bidding Assistance
- Construction Administration

---

Site Plan processing shall be handled by the Client with assistance from each Consultant, as required at the Town of Southwest Ranches.

The “Owner” is the Town of Southwest Ranches  
The “Client” is CPZ Architects (CPZ)  
The “Consultant” is Chen Moore and Associates (CMA)

## **PROJECT STAFFING**

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E., President  
Project Manager/Engineer of Record – Dan Davila, P.E.  
Senior Engineer – Joel Brownsey, P.E.  
Principal Landscape Architect/Landscape Architect of Record – Eric Harrison, RLA  
Associate Landscape Architect – Brittany Bourgault  
Environmental Specialist – Brian Voelker  
Senior Construction Specialist – Jose B. McCray

## **SCOPE OF SERVICES**

### **I. Civil Engineering**

Civil Engineering improvements will include the following elements:

1. Demolition plans
2. Geometric site plan (based off schematic site plan provided by Client)
3. Paving, grading and drainage plans for the access road, accessible parking, driveway connection, and compacted/stabilized sod multi-function and parking area
4. Design of retention area or stormwater system as necessary
5. Signing and Marking plans
6. Water and sewer plans for the service lines and onsite septic system for the new restroom facilities
7. ADA accessible routes, sidewalks, and access
8. Stormwater pollution prevention plans
9. Engineering details and sections
10. Technical Specifications
11. Opinion of Probable Cost
12. Permitting through the Town and other Regulatory Agencies

It is understood that water infrastructure of adequate capacity, depth and size are available to the site. The new restroom facilities will be supplied with water service lines and an on-site septic system. Design and permitting of a lift station are not anticipated and is not included in this proposal.



The scope of services our firm shall provide as per our recent discussions is as follows:

#### **Task 1 – Design Development – Civil Engineering**

- Consultant shall attend up to two (2) meetings with project team for design coordination.
- Consultant shall prepare 50% civil engineering design development level drawings to include, consisting of existing conditions, geometric site plan, paving, grading, and drainage, water and sewer, and basic cross sections and details to the Client for Owner review.
- Preparation of stormwater calculations for the overall site, addressing modifications to the latest permit modification as a result of this proposed development.
- Set shall be utilized for initial development review submittals to the Town of Southwest Ranches.
- Consultant shall provide an Opinion of Probable Cost

#### **Task 2 – Construction Documents – Civil Engineering**

- Upon completion of Task 2 above and written authorization from the Client, Consultant shall proceed with 100% civil engineering construction drawings.
- Consultant shall review and respond to Client and Owner comments for the 50% submittal and update plans as applicable.
- Consultant shall attend up to two (2) meetings with project team for design coordination.
- Consultant shall prepare 100% civil engineering construction drawings, consisting of existing conditions, demolition, geometric site plan, paving, grading, and drainage, water and sewer, signage and pavement markings, cross sections, and details to the Client sufficient to permit and construct the project.
- Consultant shall review and respond to Client and Owner comments on the progress submittal and update plans as applicable for the full 100% submittal.
- Consultant shall provide an Opinion of Probable Cost
- Technical Specifications

#### **Task 3 – Government Permitting**

- Consultant shall coordinate up to one pre-application meeting with the following agencies to confirm applicable requirements and allowable design methodologies pertaining to civil engineering:
  - Town of Southwest Ranches (Public Works and Engineering Review)
  - Florida Department of Environmental Protection for onsite sewage septic tank system
  - South Broward Drainage District for stormwater management
- Consultant shall respond to permit agency comments and revise documents accordingly
- Building department reviews and stormwater water pollution prevention permitting (through NPDES) shall be handled by the selected construction manager

#### **Task 4 – Bidding Assistance – Civil Engineering**

Consultant shall provide bid review upon Owner request during the procurement of the Contractor. Assistance may include, but not limited to, the following:

- Response to questions raised by bidders.
- Participate in up to two (2) meetings with Owner, Client, and potential bidders.
- Evaluation of the technical aspects of the Contractor proposals.

#### **Task 5 – Construction Administration Services – Civil Engineering**

CMA Proposal No: 22-0430.P0001

3 of 10

*"Your Trusted Advisor for Infrastructure and Planning Needs"*



- Consultant shall review and respond to shop drawings pertaining to civil engineering submitted by the Contractor.
- Consultant shall review and respond to Requests For Information (RFIs) pertaining to the civil engineering design.
- Consultant shall attend up to one (1) pre-construction meeting with the selected Contractor and the Client.
- Consultant shall conduct field observations during construction. Consultant assumes a maximum of twenty (20) site visits during construction. Consultant shall prepare a daily report of construction for each site visit. After the budgeted visits have been used, additional visits shall be provided upon written Client authorization and invoiced on an hourly basis.
- Consultant shall attend up to two (2) Substantial Completion walkthrough meetings with the Contractor and the Client and generate a punch list of any observed defects and discrepancies with the Bid Documents to be corrected by the Contractor.
- Consultant shall attend one Final walkthrough with the Contractor and the Client to confirm punch list items are addressed.
- Consultant shall review as-built documents provided by the Contractor.
- Consultant shall prepare statement of completion for purpose of permit closeout, as applicable.

## II. Landscape Architecture

Landscape Architecture improvements will include the following elements:

### **Task 6 – Schematic Design – Landscape Architecture**

- Attendance at up to one (1) meeting with the Client/Owner.
- Site investigation to verify tree survey, assess health, viability and feasibility of existing vegetation for disposition plans. This task includes:
  - Identification of trees and assessment of potential impact of demolition and staging activity, calculations for tree replacement mitigation, landscape calculations, preliminary landscape design/restoration, and due diligence on irrigation water use permitting and connection point to water supply based on the survey information provided.

### **Task 7 – Design Development – Landscape Architecture (50% Plans)**

- Upon completion of Task 6 above and written authorization from the Client, Consultant shall proceed with Design Development landscape architecture construction drawings.
- Attendance at up to one (1) meeting with the Client/Owner.
- Consultant shall review and respond to Client and Owner comments for the Schematic Design Submittal and update plans as applicable.
- Consultant shall prepare landscape architecture plans to include tree disposition and landscape plans and details to the Client for Owner review.
- Site lighting locations and fixtures will be coordinated with the client's MEP Engineer and lighting vendor(s) so as not to conflict with proposed landscape improvements and safety.
- Consultant shall provide an Opinion of Probable Cost
- It is assumed that a specification booklet is not required and the Technical Specifications shall be included with the plans.

### **Task 8 – Construction Documents – Landscape Architecture (100% Plans)**



- Upon completion of Task 7 above and written authorization from the Client, Consultant shall proceed with landscape architecture construction drawings.
- Attendance at up to one (1) meeting with the Client/Owner.
- Consultant shall review and respond to Client and Owner comments for the Design Development Submittal and update plans as applicable.
- Consultant shall prepare construction level landscape architecture plans to include tree disposition, landscape and irrigation plans, details, and specifications. All plans, details, sections, and specifications will be suitable for construction of the project.
- Site lighting locations and fixtures will be coordinated with the client's MEP Engineer and lighting vendor(s) so as not to conflict with proposed landscape improvements and safety.
- It is assumed that a specification booklet is not required and the Technical Specifications shall be included with the plans.
- Consultant shall provide an Opinion of Probable Cost

#### **Task 9 – Government Permitting**

- Consultant shall update the Construction Documents with any Client, Owner, or regulatory agency comments
- Consultant shall prepare submittal packages and submit for government permits with the appropriate calculations and back-up for the water supply of the irrigation system and tree removals.
- Consultant shall revise plans and coordinate permits resubmittals through the Project Architect
- Respond to inquiries and Requests for Information through the Project Architect.

#### **Task 10 – Bidding Assistance**

- Attendance at a pre-bid meeting with the landscape contractor.
- Respond to inquiries and Requests for Information through the Project Architect.
- Review contractor bid proposals and attend one contractor selection meeting.

#### **Task 11 – Construction Administration – Landscape Architecture**

- **Pre-construction** - Consultant shall attend pre-construction conference meeting, review material shop drawings, and assist contractor prior to commencement of construction.
- **Construction Observation** – Consultant shall provide general observation of the work and confirmation that the design intent is met in the field. Field reports will be issued to Client for each field visit during the period of landscape construction. We estimate a total of two (2) site visit for the site construction period prior to substantial completion. This includes a meeting with the landscape contractor prior to the commencement of work. After the budgeted site visits have been used, additional visits shall be provided upon written Client authorization and invoiced on an hourly basis.
- **Construction Closeouts and Statements of Work Completion** – Consultant shall prepare a statement of work completion, review “as-built” drawing submittals of the irrigation system and certify that the landscape meets local code and Florida Nursery Grade Standards. Consultant shall have up to two (2) site walk through meetings to generate an initial punch list and verify that punch list items were completed.

---

## Task 12 – Irrigation Design (Optional Task)

- Task 12.1 - Schematic Design: Consultant shall:
  - Perform due diligence on irrigation water use permitting and connection point to water supply based on the survey information provided.
  
- Task 12.2 - Design Development: Consultant shall prepare irrigation plans, including:
  - Point of connection
  - Mainline layout
  - Head and valve layout
  - Schedules
  - Consultant shall provide an Opinion of Probable Cost
  - It is assumed that a specification booklet is not required and the Technical Specifications shall be included with the plans.
  
- Task 12.3 - Construction Documents: Consultant shall prepare irrigation plans suitable construction, including, but not limited to:
  - Point of connection
  - Mainline layout
  - Head and valve layout
  - Schedules
  - Pipe sizing
  - Notes, details and specifications
  - Consultant shall provide an Opinion of Probable Cost
  - It is assumed that a specification booklet is not required and the Technical Specifications shall be included with the plans.
  
- Task 12.4 - Permitting: Consultant shall:
  - Consultant shall update the Construction Documents with any Client, Owner, or regulatory agency comments.
  - Consultant shall prepare submittal packages and submit for government permits with the appropriate calculations and back-up for the water supply of the irrigation system and tree removals.
  - Consultant shall revise plans and coordinate permits resubmittals through the Project Architect
  - Respond to inquiries and Requests for Information through the Project Architect.
  
- Task 12.5 – Close out: Consultant shall:
  - Provide general observation of the work and confirmation that the design intent is met in the field. Field reports will be issued to Client for each field visit during the period of irrigation construction. We estimate a total of two (2) site visit for the site construction period prior to substantial completion. This includes a meeting with the irrigation contractor prior to the commencement of work; inspection of the trenches and installation of irrigation mainline; pressure test of the irrigation mainline; and delivery of landscape materials. After the budgeted site visits have been used, additional visits shall be provided upon written Client authorization and invoiced on an hourly basis.





**The basis for the above scope of services and associated fee(s) are based on the following:**

- Surveying, geotechnical investigation, soil and percolation testing for drainage and septic design, and traffic studies are to be performed by others.
- If any off-site utilities (potable water, sanitary sewer, stormwater) or off-site roadway improvements are required, they shall be rendered as an Additional Service.
- If any on-site utilities such as water main and sanitary sewer gravity main and/or sanitary sewer force main require relocation which requires additional permitting, it shall be rendered as an additional service.
- Design of a lift station is not included.
- The septic tank system assumes no onsite pump is required for the system.
- Client shall facilitate coordination between CMA, the Project Architect, and Contractor.
- Site Planning and associated development review will be performed by the Architect.
- A schematic Site Plan shall be provided by Architect, CMA to further develop the site plan for geometric design with civil engineering design conventions and requirements accordingly.
- Franchise utility (such as FPL, telecom, and natural gas) relocation and/or service design shall be by others.
- Site lighting is not anticipated but shall be handled by others.
- Hardscape (site furnishings, decorative paving, pavilions or similar) shall be designed by others.
- No code variances are required.
- No Site Plan approval process through Planning/Zoning/DRC is required.
- The scope of work includes two driveway connections to the public right of way. The north driveway will be via the existing driveway connection on Griffin Road, and the east driveway is proposed to connect to Dykes Road. The following is included:
  - Plans will be submitted to FDOT for the connection to the driveway at Griffin Road.
  - No off-site improvements are anticipated for the north driveway. No work will be performed within the FDOT right of way.
  - Off-site improvements for the east driveway are only for the connection to the existing road pavement. The scope does not include median, pavement markings or lane modifications to Dykes Road.
  - If modifications to Dykes Road are required during permitting, Consultant will provide design services as an additional scope of services.
- Client to provide permit application fees beyond those covered by the Reimbursable Task.
- No known environmental concerns on the subject property.
- Potential wetlands exist within the property, any wetland delineation activities will be provided by the owner.
- Tree tagging at the nursery for construction is not included. Should the Client request tree tagging, this service may be rendered as an Additional Service.
- Contractor to obtain any necessary NPDES NOI permits.
- Contractor to prepare any dewatering plans and obtain dewatering permits.
- Contractor to obtain right-of-way permits for construction.
- Contractor shall submit "rock" as-builts prior to installing pavement surface asphalt and/or concrete
- Client shall require site contractor to prepare final as-builts (prepared by a licensed surveyor) for our review as part of the construction administration services phase.
- Irrigation design will be provided if required and will be designed concurrently with the site development and billed under a separate task.



### Information to be provided by Client:

- If applicable, a digital file in AutoCAD 2016 or more current format of the proposed site plan.
- A signed and sealed boundary and topographic survey and associated digital CADD file.
- A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed above.
- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant.
- Previous reports and assessments.
- Legal description of the site.

### SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval for this project as required. Per discussions with your team, the goal is to start immediately upon receipt of a notice to proceed, official authorization from the Client, and retainer.

The total lump sum fee for this project is as follows:

<u>Task</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Hourly Fees</u>	<u>Total Fees</u>
<b>CIVIL ENGINEERING</b>				
Task 1	Design Development	\$14,050.00	\$0.00	\$14,050.00
Task 2	Construction Documents	\$32,250.00	\$0.00	\$32,250.00
Task 3	Government Permitting (Civil)	\$21,800.00	\$0.00	\$21,800.00
Task 4	Bidding Assistance	\$2,337.50	\$0.00	\$2,337.50
Task 5	Construction Administration Services	\$21,700.00	\$0.00	\$21,700.00
	<i>Civil Engineering Total</i>	<i>\$92,137.50</i>	<i>\$0.00</i>	<i>\$92,137.50</i>
<b>LANDSCAPE ARCHITECTURE</b>				
Task 6	Schematic Design	\$4,860.00	\$0.00	\$4,860.00
Task 7	Design Development	\$4,300.00	\$0.00	\$4,300.00
Task 8	Construction Documents	\$3,580.00	\$0.00	\$3,580.00
Task 9	Government Permitting	\$2,400.00	\$0.00	\$2,400.00
Task 10	Bidding Assistance	\$2,550.00	\$0.00	\$2,500.00
Task 11	Construction Administration	\$3,560.00	\$0.00	\$3,560.00
	<i>Landscape Architecture Total</i>	<i>\$21,250.00</i>	<i>\$0.00</i>	<i>\$21,250.00</i>
<b>IRRIGATION (OPTIONAL TASKS)</b>				
Task 12.1	<i>Irrigation – Schematic Design</i>	<i>\$360.00</i>	<i>\$0.00</i>	<i>\$360.00</i>
Task 12.2	<i>Irrigation – Design Development</i>	<i>\$1,360.00</i>	<i>\$0.00</i>	<i>\$1,360.00</i>
Task 12.3	<i>Irrigation – Construction Documents</i>	<i>\$1,760.00</i>	<i>\$0.00</i>	<i>\$1,760.00</i>
Task 12.4	<i>Irrigation – Permitting</i>	<i>\$800.00</i>	<i>\$0.00</i>	<i>\$800.00</i>
Task 12.5	<i>Irrigation – Construction Administration</i>	<i>\$2,200.00</i>	<i>\$0.00</i>	<i>\$2,200.00</i>



500 W. Cypress Creek Road  
 Suite 630  
 Fort Lauderdale, FL 33309  
 Phone: +1 (954) 730-0707  
[www.chenmoore.com](http://www.chenmoore.com)

	<i>Irrigation Total</i>	<i>\$6,480.00</i>	<i>\$0.00</i>	<i>\$6,480.00</i>
	<b>PROJECT TOTAL</b>	<b>\$119,867.50</b>	<b>\$0.00</b>	<b>\$119,867.50</b>

Reimbursable expenses for the tasks above are included in the lump sum price. Permit fees are excluded. Additional reimbursables requested by the Client shall be invoiced as defined in our General Conditions/Provisions.

Should you have any questions, please do not hesitate to contact me at my office at +1 (954) 730-0707, Ext. 1085, my cell phone at +1 (772) 361-9759 or send me an electronic message at [ddavila@chenmoore.com](mailto:ddavila@chenmoore.com).

Respectfully submitted,

CHEN MOORE AND ASSOCIATES  
 Daniel Davila, P.E.  
 Sr. Project Manager

DED/jla  
 Attachment(s): Exhibit A

This page  
intentionally left blank



500 W. Cypress Creek Road  
Suite 630  
Fort Lauderdale, FL 33309  
Phone: +1 (954) 730-0707  
[www.chenmoore.com](http://www.chenmoore.com)

**EXHIBIT A**

**AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION**

CMA Project Name: **SW Meadows Park Restroom and Site Improvements**  
Client Name: **CPZ Architects, Inc.**  
Client Contact: **Mr. Chris P. Zimmerman, AIA**  
Client Address: **4316 West Broward Blvd., Plantation, FL 33317**  
Client Phone: **+1 (954) 792-8525, Ext. 109**  
Client E-mail: **[chris@cpzarchitects.com](mailto:chris@cpzarchitects.com)**

CMA Proposal No. **23-0430.P0001**  
Agreement Date: **February 13, 2023**

FEE: Civil Engineering - Lump Sum of **\$92,137.50**  
Landscape Architecture - Lump Sum of **\$21,250.00**  
Irrigation Design (Optional Task) – Lump Sum of **\$6,480.00**

RETAINER: **N/A**

Notice to Owner: The project owner is the Town of Southwest Ranches. CPZ Architects is the prime consultant.

**The undersigned agree to the attached General Conditions/Provisions which are incorporated as part of CPZ Architects' Agreement with the Town of Southwest Ranches. Any additional requested services will be addressed in a separate agreement.**

**CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

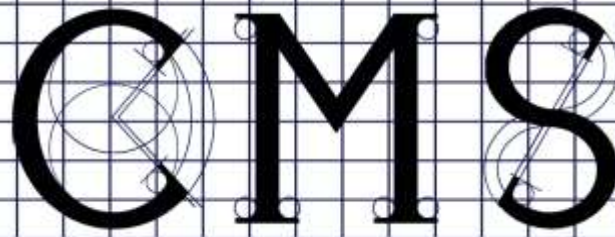
**CPZ ARCHITECTS, INC. (CLIENT)**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

This page  
intentionally left blank



# CONSTRUCTION MANAGEMENT SERVICES

11555 Heron Bay Blvd, Suite 204, Coral Springs FL 33076 – 954-481-1611

[www.cms-construction-services.com](http://www.cms-construction-services.com)

## Proposal

**Contact:** Ana DeJesus/Wayne Birch  
**Phone:** (954) 481-1611  
**Email:** adejesus@cms-construction-services.com

### SW Ranches-SW Meadows Park Restroom Site Improvements

Project Address:	Town of Southwest Ranches
Proposal Date:	03/01/23

Contact:	Chris Zimmerman
Company:	CPZ Architects, Inc.
Valid Through:	03/01/24

CMS, Inc. is pleased to provide Professional Cost Estimating Services on the above referenced project in response to your request.

#### Scope of Basic Services

CMS will provide the services necessary to prepare cost estimates for the following items, which includes relevant coordination and revision meetings.

Our estimate will conform to CSI MasterFormat Construction Cost Estimating and use local line item construction costs.

100% DD Cost Estimate			
Description	Hours	Rate	Sub Total
Senior Project Manager	06	\$204.28	\$1,225.68
Chief Estimator	38	\$136.57	\$5,189.66
Senior Estimator	26	\$118.76	\$3,087.76
Administrative Assistant	03	\$ 95.70	\$ 287.10
<b>Total</b>	<b>73</b>		<b>\$9,790.20</b>

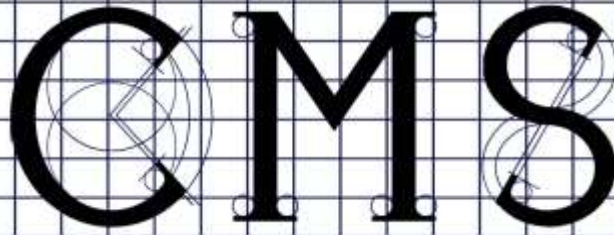


EXHIBIT "A"

80% CD Cost Estimate			
Description	Hours	Rate	Sub Total
Senior Project Manager	05	\$204.28	\$1,021.40
Chief Estimator	29	\$136.57	\$3,960.53
Senior Estimator	19	\$118.76	\$2,256.44
Administrative Assistant	02	\$ 95.70	\$ 191.40
<b>Total</b>	<b>55</b>		<b>\$7,429.77</b>

100% DD Cost Estimate	\$ 9,790.20
80% CD Cost Estimate	\$ 7,429.77
<b>Total</b>	<b>\$17,219.97</b>

**Payment Terms**

Payment terms are **NET30** unless otherwise agreed or bound by sub-contractor or other superceding agreements.

Thank you and we look forward to working with you. Should you agree to the above, please sign in the space provided and return a copy to our office for processing.

**CMS – Construction Management Services Inc.**

**CPZ Architects, Inc.**

By : Wayne Birch  
 Title : General Manager  
 Date : 03/01/23

By : \_\_\_\_\_  
 Title : \_\_\_\_\_  
 Date : \_\_\_\_\_





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*  
Jim Allbritton, *Vice Mayor*  
Bob Hartmann, *Council Member*  
Gary Jablonski, *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:** 3/23/2023  
**SUBJECT:** Country Estates Play Field Fence

#### Recommendation

Council approval is requested to authorize a purchase order to E. Gomez Construction in an amount not to exceed forty two thousand, nine hundred and seventy five dollars (\$42,975.00) for the Country Estates Fishing Hole Park Play Field Fence Project.

#### Unanimous Vote of the Town Council Required?

No

#### Strategic Priorities

- C. Reliable Public Safety
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

#### Background

The Country Estates Fishing Hole Park Play Field was improved in 2017 and 2021. Perimeter fencing is needed to protect the play surface from vehicular damage. Other fencing improvements on site have been black vinyl-coated chain link. In 2023, the Town sought to piggyback on existing contracts held by the Town of Davie. Two proposals were received.

#### Comparison of Proposal Prices:

Town of Davie	Proposal:	Proposal
---------------	-----------	----------

Fencing Term Contract #JA-22-68	Chain Link, Black Vinyl- coated mesh	Chain Link, Galvanized mesh
E. Gomez Construction	\$42,975.00	\$30,476.00
DC Fence Solutions	\$45,346.93	\$37,660.81

**Fiscal Impact/Analysis**

The Town budgeted \$49,100 for this project in the Fiscal Year 2022-2023 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
Resolution - TA Approved	3/17/2023	Resolution
Exhibit "A" E. Gomez Construction Quote	3/17/2023	Exhibit
JA-22-68 Davie Piggyback Fencing Contract	3/17/2023	Backup Material

**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO E. GOMEZ CONSTRUCTION IN AN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND NINE HUNDRED AND SEVENTY-FIVE DOLLARS AND ZERO CENTS \$42,975.00 FOR THE COUNTRY ESTATES FISHING HOLE PARK PLAY FIELD FENCE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town purchased Country Estates Park in 2004 with grant funds from Broward County and Florida Communities Trust; and

**WHEREAS,** the Town has grant requirements to develop the Country Estates Fishing Hole Park; and

**WHEREAS,** the Town piggybacked off the Town of Davie Fencing Term Contract #JA-22-68 to secure contract rates for this purchase; and

**WHEREAS,** the Town Council desires to issue a purchase order not to exceed forty-two thousand nine hundred and seventy five dollars and zero cents (\$42,975.00) based upon the quote attached hereto as Exhibit "A" with E. Gomez Construction; and

**WHEREAS,** the Country Estates Fishing Hole Park Open Space Play Field Improvement project has been budgeted in the current FY 2022 - 2023 budget within the Capital Projects Fund (301-5300-572-63160) in the amount of (\$69,500) which is sufficient to facilitate this acquisition.

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

**SECTION 1. ADOPTION OF RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.

**SECTION 2. AUTHORIZATION.** The Town Council hereby authorizes the issuance of a purchase order in the amount not to exceed Forty-two thousand nine hundred and seventy-five dollars and zero cents (\$42,975.00) with E. Gomez Construction for the Country Estates Fishing Hole Park play field fence project; and

**SECTION 3. AGREEMENTS.** The Mayor, Town Administrator, and Town Attorney are hereby directed to enter into such agreements, and to make any such changes necessary and proper to effectuate the intent of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_ day of \_\_\_\_, 2023, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz	___	Ayes	___
Allbritton	___	Nays	___
Hartmann	___	Absent	___
Jablonski	___	Abstaining	
Kuczenski	___		

\_\_\_\_\_  
Steve Breitkreuz, Mayor

ATTEST:

\_\_\_\_\_  
Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney  
1001.2313.01

**E. Gomez Construction**

2109 West 76 Street  
 Hialeah, FL 33016 US  
 (305) 525-2248  
 egomez@egomezconstruction.com  
 www.egomezconstruction.com



# Estimate

**ADDRESS**

December Lauretano-Haines  
 13400 Griffin Road  
 Southwest ranches, FL 33330

**SHIP TO**

December Lauretano-Haines  
 18900 Griffin road  
 southwest ranches FL 33332

**ESTIMATE # 1381**

**DATE 03/02/2023**

**SUBJECT**

4' high chain link fence

ACTIVITY	QTY	RATE	AMOUNT
<b>Construction</b> Furnish and install 1323 L/F of 4' galvanized chain link fence with 3 4' high by 5'wide single swing gates and 1 4' by 12' wide double swing gate. Item # 1 @\$12 x 1323 =\$15876 6 @ \$200 x 4=\$800 7 @\$400 x 16=\$6400 13 @\$300x3=\$900 19@\$00x2=\$400 5@\$200x8=\$1600  Total=\$25,976 Price given is piggybacked off town Davie term bid.	1	25,976.00	25,976.00
<b>Construction</b> Furnish and install 1323 L/F of 4' black Vinyl chain link fence with 3 4' high by 5'wide single swing gates and 1 4' by 12' wide double swing gate.  Item # 116@\$25x1323= \$33075 120 @\$100x4=\$400 121@\$150x16=\$2400 126@\$200x3=\$600 130@\$600x2=\$1200 119@\$100x8=\$800  Total= \$38,475	1	38,475.00	38,475.00

ACTIVITY	QTY	RATE	AMOUNT
Price given is piggybacked off town Davie term bid.			
<b>Construction</b> E. Gomez construction is adding a surcharge for subpar ground conditions consisting rock accumulation and existing conditions. These conditions complicate the installation process with a 30% increase in time to complete.  Considering these comments the scope of work will take 5 weeks to complete. In lieu of 3 weeks if we had standard digging conditions.	1	4,500.00	4,500.00

---

SUBTOTAL	68,951.00
TAX	0.00
<b>TOTAL</b>	<b>\$68,951.00</b>

Accepted By

Accepted Date

---

Company Submitting Bid

## INVITATION TO BID



**ITB NO.** JA - 22 - 68  
**TITLE** FENCING TERM CONTRACT  
**AVAILABLE** AUGUST 17<sup>TH</sup>, 2022  
**MANDATORY PRE-BID CONFERENCE** TUESDAY, AUGUST 30<sup>TH</sup>, 2022 at 10:00 AM EST

### Meeting Information

Meeting link:

<https://daviepurchasing.webex.com/daviepurchasing/onstage/g.php?MTID=e4f9d1f134c401a9c6f534a150422a63d>

Meeting number:

2339 023 9668

Password:

ruH7iyq3VB3

**DUE DATE** 2:00 PM EST on FRIDAY, SEPTEMBER 16<sup>TH</sup>, 2022

**SUBMIT TO** DEMANDSTAR

**ESTIMATED BUDGET** WITHIN ESTABLISHED BUDGET

**BONDS** N/A

Download Bid Information for Free at: <https://www.davie-fl.gov/bids>

Town of Davie Supplier Central: <https://www.davie-fl.gov/877/Supplier-Central>

**Pursuant to Town Code Section No. 2-320 a Cone of Silence is hereby imposed on this solicitation.**



**TOWN OF DAVIE  
ITB NO. JA-22-68  
INVITATION TO BID  
Fencing Term Contract**

Dear Potential Bidder

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 on FRIDAY, SEPTEMBER 16<sup>TH</sup>, 2022**, for **ITB NO. JA-22-68 Fencing Term Contract**. Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.davie-fl.gov/bids> or at [DemandStar.com](http://DemandStar.com).

Pursuant to Town Code Section No. 2-320 and section 1.50 of the terms and conditions, a Cone of Silence is hereby imposed on this solicitation. The cone shall be in effect until such time of award by the Town Administrator or the Town Mayor and Council.

**A Mandatory Pre-Bid Conference will be held on TUESDAY, AUGUST 30<sup>TH</sup>, 2022, at 10:00 AM EST conducted via online WebEx meeting. Bidders are required to register and attend this pre-bid conference. To capture your firm's attendance, registration is required. Bidders shall NOT call in. WebEx is the online platform that the Town uses for conferences. WebEx has no way of registering firms via phone call, so there will be no call-in option available for this conference.**

**Bidders are required to join PRIOR to the start of the conference. No one will be permitted to enter after the meeting starts. Failure to do so will deem bidder absent to the pre-bid conference and ineligible to respond to this solicitation. Bidders who fail to join PRIOR to the start of the conference will be kept in the waiting room and/or expelled, unable to join after the meeting starts. In order to be eligible to respond to this solicitation, bidders are required to attend the pre-bid conference.**

**Meeting Information**

Join online meeting

<https://daviepurchasing.webex.com/daviepurchasing/onstage/g.php?MTID=e4f9d1f134c401a9c6f534a150422a63d>

Questions regarding this solicitation shall be submitted in writing to [procurement@davie-fl.gov](mailto:procurement@davie-fl.gov) no later than 5:00 PM on **SEPTEMBER 7<sup>TH</sup>, 2022**. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Procurement website and DemandStar.com. It is the responsibility of prospective bidders to ensure they are aware of all addenda issued relative to this solicitation.

Bidders **shall submit all bid documents electronically through [www.demandstar.com](http://www.demandstar.com)**. A full instructional guide on how to submit documents will be included with this solicitation. The Town will maintain documentation on its own website at [www.davie-fl.gov/411/Procurement](http://www.davie-fl.gov/411/Procurement) for general public information and posting requirements. **Late submissions shall not be accepted.**

**Bid responses will be publicly opened and firm names read aloud in the Temporary Town Hall Building "D", located at 8800 SW 36th Street Davie, FL 33328, after the due date/time noted above.**

**Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:**

**Meeting Information**

Meeting link:

<https://daviepurchasing.webex.com/daviepurchasing/ji.php?MTID=md493b63cad58bb2f789506a889e39f35>

The selection of the successful bidder(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all ITB responses. 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.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

A handwritten signature in black ink, appearing to read "Brian K. O'Connor".

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.*

*Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purpose he or she will 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.*



## TABLE OF CONTENTS

<b>SOLICITATION SECTIONS</b>		<b>PAGE</b>
<b>SECTION 1.0</b>	General Terms and Conditions	4
<b>SECTION 2.0</b>	Insurance Requirements	33
<b>SECTION 3.0</b>	Special Conditions	36
<b>SECTION 4.0</b>	Specifications	40
<b>SECTION 5.0</b>	Bid Form	48
<b>SECTION 6.0</b>	Required Forms and Vendor Registration Form	60
<b>Exhibit A - C</b>	Photos of Wood Fence	Attached
	<ul style="list-style-type: none"> <li>• Demandstar Sign Up</li> <li>• Demandstar E-Bidding Instructions</li> <li>• Online Meeting Instructions</li> </ul>	Attached

This page  
intentionally left blank

# SECTION 1.0 GENERAL TERMS AND CONDITIONS

## 1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

**Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

**Advertisement for Bids:** The public notice inviting the submission of Bids for the work.

**Bid:** The written offer of a Bidder to perform the work or service.

**Bid Bond:** A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

**Bid Documents:** Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

**Bid Form:** The form on which Bids are submitted.

**Calendar Day:** Every day shown on the calendar.

**Change Order:** A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Administrator and/or Town Council.

**Contract:** The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the

agreed consideration.

**Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

**Contract Administrator:** Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

**Contract Date:** The date on which the Agreement is effective.

**Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

**Town:** The Town of Davie, a municipal corporation and political subdivision of the State of Florida, incorporated within Broward County, Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members. As used hereunder, the Town is the Town of Davie, including its districts, boards, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers.

**Community Redevelopment Agency (CRA):** The Town of Davie Community Redevelopment Agency, which is created pursuant to Florida Chapter 163, Part III.

**Town Administrator:** The Administrator of the Town of Davie, Florida.

**Executive Director:** The Executive Director of the Davie Community Redevelopment Agency.

**Days:** Reference made to Days shall mean consecutive calendar days.

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the Town's Project Manager for review and approval in writing pursuant to the terms of the Agreement.

**Lessee:** Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

**Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

**Notice To Proceed (NTP):** The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

**Owner:** The term Owner as used in this Contract shall mean the Town of Davie.

**Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

**Plans:** The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

**Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

**Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

**Project Manager:** The duly authorized representative designated to manage the

Project.

**Scope of Service:** Document which details the work to be performed by the Contractor.

**Subcontractor or Sub consultant:** Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

**1.2 VENDOR NOTIFICATION**

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at <https://www.davie-fl.gov/list.aspx>.

**1.3 LOCAL PREFERENCE**

**(a) Definitions.**

Local Davie Vendor. A "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie

and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible. Local Broward County Vendor. A "local Broward County vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

**Bid.** A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by the lowest responsible and responsive bidder

**Proposal.** A proposal shall be any competitive solicitation by request for proposal (RFP) officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by qualifications.

**(b) Process.**

(1) Competitive bid. For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a five (5) percent evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within five (5) percent of the lowest price submitted by any vendor, the "local Davie vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor," the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a two and one-half (2.5) percent evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within two and one-half (2.5) percent of the lowest price submitted by any vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Broward County

vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least one (1) percent, an opportunity will be given to the "local Broward County vendor." If the "local Broward County vendor" cannot beat the lowest bid by at least one (1) percent, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within five (5) percent of the lowest bid/quote, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least one (1) percent lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least one (1) percent, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within two and one-half (2.5) percent of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least one (1) percent lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

**(c) Competitive proposal.** For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any request for proposal unless specifically exempted by the Town Administrator or the Town Council.

**(d) Exceptions.**

(1) No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

(2) Utilization of a state or other agency contract.

(3) State or Federal law prohibits the use of local preference.

(4) The work is funded in whole or in part by a governmental entity where the laws, rules,

regulations or policies prohibit the use of local preferences.

- (5) Sole source or single source purchases.
- (6) The "local vendor" is either non-responsive or non-responsible.
- (7) All bids submitted exceed the budget amount for the project.
- (8) Emergency purchases.
- (9) The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

**1.4 BIDDERS RESPONSIBILITIES**

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Procurement Code and applicable County Ordinances, State Statutes and Federal Statutes.

**1.5 PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

**1.6 DESCRIPTION OF SUPPLIES**

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Town shall be the sole judge of equality and its decision shall be final.

**1.7 SUBMISSION OF BIDS**

- A. Bidders shall submit all bid documents

electronically through [www.demandstar.com](http://www.demandstar.com). A full instructional guide on how to submit documents will be included with this solicitation. Late submissions shall not be accepted.

- B. The Town will maintain documentation on its own website at <https://www.davie-fl.gov/411/Procurement> for general public information and posting requirements.
- C. Bidders requesting a copy of the bid tabulation will find this information through [www.demandstar.com](http://www.demandstar.com) or on the Town's website at <https://www.davie-fl.gov/411/Procurement>.

**1.8 ADDENDA**

The Procurement Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder may not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

**1.9 REJECTION OF BIDS**

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

**1.10 WITHDRAWAL OF BIDS**

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Town will permanently retain as

liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

**1.11 LATE BIDS OR MODIFICATIONS**

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

**1.12 CONFLICTS WITHIN THE BID SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

**1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager, on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

**1.14 INVOICING/PAYMENT**

All invoices should be sent to: Town of Davie, Finance Department, 8800 SW 36th Street, Davie, FL 33328. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

**1.15 DISCOUNTS**

- A. Bidders may offer a discount for prompt payment; however, such discounts shall

NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**1.16 COMPETENCY OF BIDDERS**

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.
- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

**1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT**

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**To the Town:**

Project Manager  
Town of Davie  
Attention: Kevin Montaldi  
Superintendent of Parks and Irrigation, Public Works Department  
Phone: 954-327-3943

**To the Procurement Division:**

Brian O'Connor, C.P.M., Procurement Manager  
Procurement Division  
8800 SW 36th Street,  
Davie, FL 33328  
Phone: (954) 797-1016 Fax: (954) 797-1049  
Email: [boconnor@davie-fl.gov](mailto:boconnor@davie-fl.gov)

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**1.18 EMPLOYEES**

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie or of the Davie Community Redevelopment Agency. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The name of the company shall be displayed on the front of the employee's shirt and the name of the company and employee must be worn on a badge visible from the front of the employee

**1.19 AWARD OF BID**

- A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called



upon, and so on.

- B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).
- D. Successful Bidder shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.
- F. In the event that the awarded vendor (s) is unable to perform as required, the Town reserves the right to award to the next lowest, responsive, responsible vendor (s).

**1.20 BID PROTESTS**

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that it has been treated unfairly with regard to the results of a solicitation, or the resulting recommendation for award, it may protest the Town's action as follows:

(a) Applicability. This section shall apply to protests by bidders and proposers regarding claims made by contractors participating in a Town contract or bidding process and shall only apply to protests by bidders or offerors when the Town Procurement Division posts a Notice of Intent to Award in regards to a purchase in excess of the Town's formal competitive threshold as established in section 2-321(a) "Methods of Source Selection", "General" of this Code.

- (1) Protests; right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Manager. The protest shall be submitted in writing within seventy-two (72) hours excluding holidays and weekends after such aggrieved person knows or should have known of the facts giving rise thereto or the posting of the Town's notice of intent to award on the Town's website.
- (2) Contract claims. All claims by a contractor against the Town relating to a contract shall be submitted in writing to the Procurement Manager. The contractor may request a conference with the Procurement Manager on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (3) Service of a protest. Service of a protest by mail or courier shall not expand the time frame period allowed for delivery of a protest.

(b) Authority to resolve protests and contract claims.

- (1) Protests. The Procurement Manager, after consulting with the Town Attorney, shall have the authority consistent with this Code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (2) Contract claims. The Procurement Manager, after consulting with the Town Attorney, shall have the authority to resolve contract claims, subject to the approval of the Town Administrator or Town Council, as applicable, regarding any settlement that will result in a change order or contract modification.

(c) Decision. If a protest brought pursuant to subsection (a) of this section is not resolved by mutual agreement, the Procurement Manager shall promptly issue a decision in writing to the protesting party upholding or denying the protest or staying the award process for further investigation. A copy of the decision shall be mailed or otherwise furnished to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.

- (d) Finality of decision. A decision under subsection (c) of this section shall be final unless within three (3) business days from the date of receipt of the decision, the protestant or claimant files a written appeal with the Town Administrator.
- (e) Authority of the Town Administrator. The Town Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the Procurement Manager regarding a protest or contract claim. Such decision shall be final and conclusive.
- (f) Protest limitations:
  - (1) A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
  - (2) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
  - (3) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (g) Protest bond required. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the Town of Davie, in an amount equal to five (5) percent of the total bid or estimated contract amount, or ten thousand dollars (\$10,000.00), whichever is less. In the case of unit cost contracts, discount or percentage-based contracts the full ten thousand dollars (\$10,000) shall be provided. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An irrevocable letter of credit or other form of approved security, payable to the Town, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the Town may proceed to award the contract as if the protest had never been filed.
- (h) Consideration of timely protests. The Town's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the Town. The Procurement Manager, through the Town Administrator, may recommend to proceed with the award if there is a necessity or emergency that will cause loss to the Town if not awarded immediately.
- (i) Timely submittal of protest or appeal required. Failure of a party to submit timely a written protest to the Procurement Manager within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.
- (j) Costs. Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

**1.21 AGREEMENT**

An agreement shall be sent to the awarded vendor to be signed, witnessed, and returned to the Town for execution, when applicable. The Town will provide a copy of the fully executed agreement to the awarded vendor. In the event of an ITB the solicitation document and all addenda shall serve as the complete agreement. The vendors signature on the bid page and the signed award document by the Town shall constitute a binding agreement.

**1.22 DISQUALIFICATION OF BIDDERS**

A bid may be disqualified temporarily or permanently and rejected by the Town for any lawful reason, including but not limited to the following reasons:

- A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
- B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

**1.23 SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default. The Vendor shall cause all subcontractors to accept the terms and conditions of the Vendor's agreement with the Town.

**1.24 ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval, which consent Bidder acknowledges is at the sole discretion of the Town.

**1.25 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town may also elect to terminate or cancel any other contracts with such individual, corporation or entity with no penalty to the Town for such termination. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation of this or any other contract with the Town under this section, including but not limited to the Town attorney's fees and costs.

**1.26 COLLUSION**

The bidder, by affixing a signature to this proposal, agrees to the following:

1. Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, 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 response in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid response or of any other bidder, or to fix any overhead, profit, or cost elements 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 work;

3. The price or prices quoted in the bid response are fair and proper and are not tainted by any 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.

**1.27 REASON FOR NO BID FORM**

If choosing not to bid, please complete and return the enclosed form indicating reason for "No Bid" at this time.

**1.28 PATENTS AND COPYRIGHTS**

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify and defend the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

**1.29 PUBLIC RECORDS LAW**

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. If the Bidder submits trade secrets, as defined under the applicable Florida Statutes, the Bidder shall stamp each page in which the trade secret is listed and clearly mark the information deemed to be a trade secret. The

Bidder shall also submit a separate document listing each page in which a trade secret is listed. Additionally, using the appropriate legal analysis, the separate document must clearly state why the information marked as a trade secret is deemed a trade secret pursuant to the applicable Florida Statutes and Florida case law as to be exempt under Chapter 119 of the Florida Statutes.

**1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW**

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

**If the Contractor has questions regarding the application of Chapter 119,**

**Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 954-797-1000, [Evelyn Roig@Davie-FL.gov](mailto:Evelyn.Roig@Davie-FL.gov), 8800 SW 36th Street, Davie, FL 33328.**

**1.31 SCRUTINIZED COMPANIES**

Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

**1.32 REQUEST FOR PROPOSAL**

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

**1.33 EXCEPTIONS TO PROPOSAL**

The bidder must clearly indicate any exceptions it wishes to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation

to which the Bidder took exception (as said term and/or condition was originally set forth on the solicitation.)

**1.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The contractor shall indemnify, defend and hold harmless the Town of Davie, its officers, employees, volunteers, agents, boards, elected and appointed officials, instrumentalities and the Davie Community Redevelopment Agency from and against any and all liability, losses or damages, including but not limited to attorney's fees and costs, incurred as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection with this agreement, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town or the Community Redevelopment Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, defend, keep and save harmless and defend the Town, the Community Redevelopment Agency, or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**1.35 COPELAND "ANTI-KICKBACK"**

Contractor and all subcontractors shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor

regulations (29 CFR Part 3). Contractor agrees that no portion of the bid award will be paid to any employees of the Town of Davie, its elected officials, and/or the contractor's consultants, as a commission, kickback, reward or gift, directly or indirectly by the firm or by an officer of the firm.

**1.36 CONFLICT OF LAW**

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and notwithstanding application of conflicts of law principles.

**1.37 INTERPRETATION OF THE APPROXIMATE QUANTITIES**

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

**1.38 QUANTITIES**

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

**1.39 DELIVERY, INSPECTION & TITLE**

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

**1.40 WARRANTY**

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, including proposed term of warranty coverage, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

**1.41 CLAIMS**

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

**1.42 CONTRACT RENEWAL**

Any contract may be renewed within the parameters set forth in solicitation document or negotiated terms.

**1.43 CONTRACT EXTENSION**

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

**1.44 MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

**1.45 SAFETY DATA SHEET (SDS)**

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

**1.46 CONDITION OF MATERIALS AND PACKAGING**

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

**1.47 SAMPLES**

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

**1.48 PUBLIC ENTITY CRIMES**

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

**1.49 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**1.50 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.

**1.51 CONE OF SILENCE**

**(a) Prohibited communication.** Except as set forth in subsection (d), during the course of a competitive solicitation, a cone of silence shall be in effect between:

- (1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, including a person or entity's representative; and
- (2) Any Town Councilmember, the Town Administrator or any person or group of persons appointed or designated by the Town Council or the Town Administrator to evaluate, select, or make a recommendation to the Town Council or the Town Administrator regarding a competitive solicitation, including any member of the selection committee.

**(b) Effective dates.** A cone of silence shall begin and shall end for competitive solicitations as follows:

- (1) A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the competitive solicitation or during such other procurement activities as declared by the Town Council.
- (2) The cone of silence shall terminate at the time the Town Council or Town Administrator takes final action or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation process.

**(c) Notice.** When the cone of silence becomes effective for a particular competitive solicitation, the Town Administrator or designee shall provide notice of the cone of silence to the Town Council. The solicitation document for the goods or services shall generally disclose the requirements of this section. Notice of the termination of the cone of silence shall be provided in the award documentation to the Town Administrator and /or Town Council.

**(d) Permitted communication.**

(1) The cone of silence shall not apply to written or oral communications with legal counsel for the Town or the Procurement Division staff for the Town.

(2) Nothing contained in this section shall prohibit any person or entity subject to this section from:

- a. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
- b. Engaging in contract negotiations with the entity selected to negotiate the terms of the agreement or with the Town Council during a public meeting.
- c. Making a scheduled public presentation to the Town Council during any public meeting related to the competitive solicitation.
- d. Nothing contained in this section shall prohibit a Town Councilmember from initiating contact with a Vendor or Vendor's Representative and subsequent communication related thereto for the purpose of obtaining further information regarding the Competitive Solicitation.
- e. Nothing in this section shall prohibit a Town Council, the Town Council office personnel, and other Town employees from communicating with each other except as prohibited under Chapter 119 of the Florida State Statutes.
- f. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement, except as otherwise provided for in subsection (d)(1) above.

(3) The Procurement Manager or designee and the Town Attorney or designee shall accept written communications from persons or entities subject to this section during the time a cone of silence is applicable to a competitive solicitation.

**(e) Violations.** Any action in violation of this section by a vendor or contractor shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by Town Council.

**(f)** Any employee violating this section shall be subject to disciplinary action by the Town Administrator up to and including termination.

**(g)** The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, quasi-governmental, social or

human services primarily for charitable, benevolent, humanitarian or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living or general welfare of people in the Town of Davie, or that promote or assist community or neighborhood enhancements.

**1.52 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

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

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

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

**1.53 ACCESS TO RECORDS**

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and section 1.30 of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

**1.54 TOWN WEBSITE**

Bids, addenda, Intents to Award, and other information is available on the Procurement Division's "Procurement" page, which can be



found at: <https://www.davie-fl.gov/411/Procurement>.

**1.55 DISCLAIMER**

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Administrator and/or Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Administrator and/or Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

**1.56 CONFIDENTIALITY**

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection and subject to disclosure upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

**1.57 ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

**1.58 NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Manager.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in

executing the activities required to implement said changes.

**1.59 PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

**1.60 PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

**1.61 GUARANTEE**

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient work due to its errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs, where applicable. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

**1.62 MANNER OF PERFORMANCE**

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town

shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local

laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

**1.63 INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

**1.64 AUTHORITY OF THE TOWN'S PROJECT MANAGER**

- A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning

the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver

a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

**1.65 MUTUAL OBLIGATIONS**

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter Contractor agrees to pay the Town's costs, attorney's fees and/or any resulting judgment or settlement from the Contractor.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**1.68 SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**1.69 SUBCONTRACTUAL RELATIONS**

- A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.

**1.66 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

**1.67 AUDITS**

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books,

- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

**1.70 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections,

estimates and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

**1.71 SEVERABILITY**

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

**1.72 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- A. The Town and/or the CRA, may terminate the Agreement and pursue all remedies available at law if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation or material misstatement.
- B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including but not limited to attorney's fees and costs.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor, is given specific consideration to Contractor for the Town's and the CRA's right to terminate this Agreement for convenience.
- D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by

the Contractor of such notice. If the Contract is terminated for convenience by the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Procurement Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property;
3. Cancel orders;
4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
5. Take no action which will increase the amounts payable by the Town under the Agreement.

- G. In the event that the Town and/or the CRA

exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

- H. All compensation pursuant to this Article is subject to audit.

**1.73 EVENT OF DEFAULT**

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;

- 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
  - 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:
- 1. Treat such failure as a repudiation of the Agreement;
  - 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

**1.74 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated

with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,

- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

**1.75 PATENT AND COPYRIGHT INDEMNIFICATION**

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, defend, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

- D. The Contractor shall be solely responsible for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

**1.76 PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession or the CRA's possession may constitute or contain information or materials which the Town or the CRA has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town or the CRA has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, or the CRA's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). The Contractor acknowledges and agrees that all third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town or the CRA and, if the Computer Software has been leased or purchased by the Town or the CRA, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors

thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

**1.77 PROPRIETARY RIGHTS**

- A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" are works for hire and are the property of the Town.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent,



subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

**1.78 ETHICS**

In accordance with Section 2-330 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall

be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

**1.79 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

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

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.
- D. Florida Building Code (FBC).
- E. Notwithstanding any other provision of the Agreement, Contractor shall at all times conduct its operations in a safe and sound manner.

**1.80 NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of

this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

**1.81 CONFLICT OF INTEREST**

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Manager. Contractor shall thereafter cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

**1.82 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

**1.83 BANKRUPTCY**

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**1.84 GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

**1.85 SURVIVAL**

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**1.86 CANCELLATION FOR UNAPPROPRIATED FUNDS**

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

**1.87 ASBESTOS STATEMENT**

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the project he will supply only material or equipment that is 100% asbestos free.

**1.88 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

**1.89 COST ADJUSTMENTS**

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if

increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled without penalty by the Town upon giving thirty (30) days written notice to the Contractor.

**1.90 EQUITABLE ADJUSTMENT**

The Town of Davie may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Procurement Manager, Town Administrator or Mayor and Council depending on the contract threshold and original signature authority established by Town of Davie Code Section 2-319. The Town may elect to provide a one-time increase, an increase for a predetermined period or an increase for the remainder of the contract. In the event of any market decreases the bidder shall in good faith provide the Town with reduced pricing.

**1.91 PROHIBITION OF INTEREST**

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

**1.92 NO CONTINGENT FEES**

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the 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 the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**1.93 E-VERIFY**

Vendor/Consultant/Contractor 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/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract. The Vendor/Consultant/Contractor 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.

By entering into this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as

amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

**1.94 FORCE MAJEURE**

The Agreement that is awarded to the successful proposer may provide that the performance of any act by the Town, the CRA, or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

**1.95 BUDGETARY CONSTRAINTS**

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

**1.96 ANNEXATION**

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any

amendments thereto, to any areas annexed into the Town.

**1.97 LITIGATION VENUE**

The parties agree that all litigation between them in the state courts shall exclusively take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

**1.98 SOVEREIGN IMMUNITY**

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**1.99 SUBMISSION AND RECEIPT OF BIDS**

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

**1.100 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE**

The Town of Davie has an exclusive solid waste franchise agreement with Coastal Waste & Recycling, Inc., Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the Town of Davie or the CRA shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Coastal Waste & Recycling, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Coastal Waste & Recycling, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Trevor Black, Coastal Waste & Recycling, Inc., Residential Supervisor, at 315-406-1957 or [tblack@coastalwasteinc.com](mailto:tblack@coastalwasteinc.com).

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or [boconnor@davie-fl.gov](mailto:boconnor@davie-fl.gov).

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THE BIDDER. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

**1.101 SUSPENSION AND DEBARMENT**

(a) Authority. The Procurement Manager shall provide written notice to any party under review for potential suspension and/or debarment. The notice shall state the grounds for the potential suspension and/or debarment and shall offer the party the opportunity to respond to those grounds in writing. The Procurement Manager may also hold a meeting with the party to discuss those grounds, if the Procurement Manager determines a meeting is appropriate. After consideration of the party's written response and/or meeting with the party, the Procurement Manager may, after consultation with the Town Attorney's Office, suspend or debar the party from consideration for award of future Town contracts. For purposes of this Part, "party" means any individual or entity.

Debarment shall not be for a period of more than five (5) years.

(b) Causes for Suspension. The Procurement Manager may suspend a party when the Procurement Manager has probable cause to debar the party. A vendor may not be suspended for longer than three (3) months unless the Town has commenced debarment proceedings against the vendor, in which case the suspension may last until the debarment proceedings are concluded.

(c) Causes for debarment or suspension. The causes for debarment or suspension include the following:

(1) Conviction for the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor;

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals or contracts;

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement Manager to be so serious as to justify debarment action:

a. Deliberate failure without good cause to perform in accordance with the contract documents or within the time limit provided in the contract;

b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

c. Refusal to perform a contract after a contract is accepted by the Town and awarded to the vendor;

d. If a party made material misrepresentations in response to or related to a solicitation;

e. If a party is debarred by another governmental entity;

f. Any other cause the Procurement Manager determines to be so serious and compelling as to affect the responsibility as a contractor, including, but not limited to, debarment by another governmental entity for any cause listed in regulations; or

g. Violation of the ethical standards set forth in section 2-330.

h. Violation of requirements in Section 2-320 – Code of Silence.

(d) Decision. The Procurement Manager shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken.

(e) Notice of decision. A copy of the decision under subsection (d) of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.

(f) Appeal to the Special Magistrate. The decision to debar is final unless, within ten (10) calendar days from the date of receipt of the decision, a Notice of Appeal is filed with the Town Attorney requesting a hearing before the Town's Special Magistrate. A hearing before the Town's Special Magistrate will be scheduled within 30 days receipt of the Notice of Appeal. After hearing the matter, the Special Magistrate shall render a decision regarding suspension or debarment and decide whether, or to the extent to which, the debarment or suspension was in accordance with this section. The decision of the Special Magistrate shall be final and conclusive.

(g) Statute of limitations. There is no statute of limitations regarding debarment. The Procurement Manager may debar parties whose contracts have ended.

**1.102 EMPLOYEE BACKGROUND VERIFICATION**

Contractor certifies and agrees that all personnel used in the performance of this work have had a criminal background check. The Town reserves the right to request copies of the criminal background check.

**1.103 PROHIBITION AGAINST LOBBYING**

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any Town Council members, candidates for Town Council or any employee of the Town. Contact should only be made through regularly scheduled Town Council meetings, or meetings scheduled through the Procurement Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the Town of Davie other than the Procurement Manager and/or

designated representative regarding any such solicitation may be grounds for elimination from the selection process.

**1.104 INSPECTOR GENERAL AND ETHICS**

In accordance with Section 12.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

**END OF SECTION**

This page  
intentionally left blank



## SECTION 2.0 INSURANCE REQUIREMENTS

<b>Insurance Checklist</b>			
Insurance Type #	Required	Non-Applicable	<u>Insurance Types</u>
1	√		Commercial General Liability
2	√		Automobile Liability
3	√		Workers Compensation and Employers Liability
4		√	Builders Risk
5		√	Pollution Liability
6		√	Professional Liability including Errors and Omissions
7		√	Cyber Liability
8		√	Liquor Liability
9		√	Garage Keepers/Garage Liability
10		√	Other Insurance

### 2.1 INSURANCE TYPES

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town’s notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of \$1,000,000, Personal and Advertising Injury with minimum limit of \$1,000,000. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
2. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
3. Worker’s Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers’ Liability with a minimum limit of \$100,000 each accident, Disease each employee minimum limit of \$100,000, Disease policy limit of \$500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker’s Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

4. Builders Risk Insurance shall be afforded by the Contractor, at its expense, with full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Contractor, for the benefit of the Town and the Contractor, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interest of the Town is included as a loss payee and contain a waiver of subrogation rights by the Contractor's carrier against the Town. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
5. Pollution Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
6. Professional Liability Insurance including Errors and Omissions with minimum limits of \$1,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," Consultant/Firm may submit annually to the Town a current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) year period.
7. Cyber Liability Insurance must be afforded for Data Breach, Media Content, Privacy Liability and Network Security of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
8. Liquor Liability Insurance must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on Town property. Coverage must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
9. Garage Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

## 2.2 INSURANCE COVERAGE

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

- A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.
- B. **Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.**

**NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

- C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.
- D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.
- E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

END OF SECTION

## SECTION 3.0 SPECIAL CONDITIONS

### 3.1 PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to the Town.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least by the RFI deadline stated below, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

### 3.2 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at [procurement@davie-fl.gov](mailto:procurement@davie-fl.gov).

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

### 3.3 MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-Bid Conference will be held on Tuesday, August 30th, 2022, at 10:00 AM EST conducted via online WebEx meeting. Bidders are required to register and attend this pre-bid conference. To capture your firm's attendance, registration is required. Bidders shall NOT call in. WebEx is the online platform that the Town uses for conferences. WebEx has no way of registering firms via phone call, so there will be no call-in option available for this conference.

Bidders are required to join the WebEx meeting PRIOR to the start of the conference. No one will be permitted to enter after the meeting starts. Failure to do so will deem bidder absent to the pre-bid conference and ineligible to respond to this solicitation. Bidders who fail to join PRIOR to the start of the conference will be kept in the waiting room and/or expelled, unable to join after the meeting starts and will be deemed ineligible to respond to this solicitation.

#### Meeting Information

Join online meeting

<https://daviepurchasing.webex.com/daviepurchasing/onstage/g.php?MTID=e4f9d1f134c401a9c6f534a150422a63d>

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

### 3.4 SCHEDULE OF EVENTS

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

<b>Event</b>	<b>Date</b>
ITB Available	08/17/2022
Mandatory Pre-Bid Conference	08/30/2022
Last Date Receipt of RFIs (by 5:00 pm EST)	09/07/2022
Bids Due (2:00 pm EST)	09/16/2022

**3.5 SIGNED BID CONSIDERED AN OFFER**

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

**3.6 CONTRACTOR’S EQUIPMENT**

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

**3.7 EMPLOYEES**

Contractor shall provide licensed and insured technicians to perform all work as required by Local, State, and/or Federal Regulations. Contractor shall have “on-site” supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an “On Duty” supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

**3.8 STORAGE OF MATERIALS**

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

**3.9 DISPOSAL OF WASTE**

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services.

**3.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for

applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Public Works Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

### **3.11 SUBCONTRACTING**

The Contractor shall explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed subcontractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

### **3.12 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

All unit prices shall be inclusive of all supervision, labor costs, materials, equipment, insurance, and incidentals normally associated with the trade or industry standard for the proper execution and completion of any services rendered under this ITB.

The Contractor shall furnish all labor, material, and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade. All material, workmanship, and equipment shall be subject to the inspection and approval of the Contract Administrator or designee.

All travel time, vehicles, and fuel shall be at no cost to the Town.

### **3.13 BUILDING PERMITS**

The contractor shall be required to secure and pay for building permits for all new installations. The contractor will be reimbursed for permit fees only at the completion of each job. Runner's fees will not be reimbursed by the Town and shall be paid by the selected contractor. The contractor shall be required to submit to the Town permit fee receipts for reimbursement.

### **3.14 WARRANTY AND MAINTENANCE**

The Contractor shall provide all products free of defects for a period of One Year the date of delivery. This Contractor shall cover materials to replace or correct defective materials except those defects caused by failure to maintain the equipment, vandalism, abuse, and natural disasters including, but not limited to: lightning, high winds, flooding, and hurricane.

### **3.15 PAYMENT**

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification and approval by the department requesting the service. The Town will provide payment pursuant to the Florida Prompt Payment Act.

**The Contractor shall submit all invoices to PWInvoice@davie-fl.gov and cc the Project Manager for payment processing.**

**The Contractor shall include the Project Manager's name, the PO, and contract number on all invoices submitted for payment.**

**3.16 INSPECTIONS**

The Contractor and The Town of Davie's Project Manager shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties. The project will be inspected by an authorized representative of the Town. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**3.17 COMPETENCY OF BIDDERS**

Bids shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Bidder(s) licensed and qualified by experience to do the work specified.

The Bidder shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that bidder is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Bidder shall be insured, licensed, and certified by all applicable local, county, and state agencies.

**3.18 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL**

The initial contract shall be for a period of three (3) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for three (3) additional one (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator or appropriate approval authority.

**3.19 CONTRACT EXTENSION**

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

**3.20 PROTECTION OF PROPERTY**

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Project Manager or designee.

**3.21 CONTRACT AWARD**

Any contract, as a result of this ITB, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to the Bidder whose bid shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which bid is in the best interest of the Town shall be final.

END OF SECTION

This page  
intentionally left blank



## SECTION 4.0 SPECIFICATIONS

### 4.1 PURPOSE

The Town of Davie is seeking bids for qualified, bonded, and licensed contractors to install new, repair damaged, and remove existing various types of fencing throughout the Town. Such services shall encompass furnishing adequate and appropriate labor, machines, materials, supplies, equipment, tools, supervision, insurance, and incidentals. The type of fencing will be Chain-Link Fence, Wire Pasture Fence, and Wood Horse Fence and will consist of new installation, replacement/repair of existing fencing, and/or disposal of fencing within Town owned and maintained facilities.

Items 1-255 may be requested for the purchase of new fencing or for repairs of existing fencing. For fence repairs requiring items not included those specified 1-255, pricing shall be priced at a cost-plus markup with hourly labor rates (as applicable). All materials utilized shall be new and selected to match any existing material at specific sites or approved per the Project Manager or designee. All materials, parts, sundries utilized shall conform to standards of the trade, manufacturers' recommendations, compliant with existing systems and be acceptable to Town.

It is the intent of the Town to award a primary and secondary contractor for all fence projects based on the lowest and second lowest responsive responsible bidder.

The exact fences to be built, replaced, or removed will be provided at the discretion of Town staff as needed and contingent on budget allocation. No bonding is required for these projects.

All Work shall be performed in compliance with the latest edition of all applicable Codes, including, but not limited to, Florida Department of Transportation, the South Florida Building Code (Broward County Edition), the Town of Davie Land Development Code, the Town of Davie Code of Ordinances, the Broward County Code of Ordinances, and the A.D.A. (Americans with Disabilities Act). All Work shall meet or exceed the standards of the industry for workmanship.

### 4.2 TECHNICAL SPECIFICATIONS

#### I. Technical Specifications for Chain Link Fence

##### A. Chain-Link Fence work includes:

1. Fence framework including posts, post caps and post bases, top rails, bottom rails, bracing, etc.
2. Fence fabric or wire, securing and tensioning devices and accessories
3. Manual swinging gate and related hardware
4. Manual sliding gate and related hardware

##### B. Materials

1. Chain Link Fence Assembly

- Framework: ASTM A120 Schedule 40 Pipe, hot-dip galvanized to 1.80 oz/sq. minimum.
  - Chain Link Fabric: Galvanized
2. Coat all parts after fabrication using zinc, averaging not less than 1.2 oz. of zinc per square foot of surface. Fabric to be hot dipped galvanized steel 9- gauge O.D. knuckle and knuckle with 2" diamond mesh.
  3. Vinyl Coated: Same as galvanized except this fencing shall be 9-gauge. O.D. galvanized core with vinyl coating that makes fencing equivalent to 6- gauge O.D. All posts and related hardware for this application shall be vinyl coated of the same color.
  4. Hog Rings for securing chain link fabric: 9-gauge aluminum alloy wire. All 10 and 12 feet height fences: Vinyl Coated galvanized 1 3/4" diamond mesh.
  5. Concrete shall be commercial grade with a minimum 28-day compressive strength of 3,000 psi. Posts should be spaced not more than 10 feet apart and should be set a minimum of 36 inches in concrete footings. If the frost depth is greater than 36 inches, the posts should be set accordingly. The posts holes shall be in proper alignment, so that there is a minimum of 3 inches of concrete on all sides of the posts.

### C. Components

1. Line Posts: 2.375 (2 1/2") inch outside diameter x 3.65 lbs/ft. Line post shall include a loop cap to secure the top rail in place.
2. Top and Bottom Rail: 1.66 (1-5/8") O.D. hot dipped galvanized schedule 40 pipe 2.27 lbs/ft.
3. Bottom Tension Wire
  - Bare wire shall be 7-gauge O.D. hot dipped galvanized coil spring wire.
  - Vinyl wire shall be 9-gauge O.D. galvanized core with vinyl coating that makes wire equivalent to 6-gauge O.D.
4. Concrete mix: ASTM C94 Portland cement, 2500 psi @28 days, 2 inch – 3 inch slump.
5. Corner and Terminal Posts: 2.875 (3") inch outside diameter x 5.79 lbs/ft. Corner and terminal posts shall include a dome cap.
6. Bottom Rail, middle Rail: 1.66 (1-5/8") O.D. hot dipped galvanized schedule 40 pipe 2.27 lbs/ft.

D. Gates

1. Welded frames of same material as fence framework all welds thoroughly cleaned and coated with a suitable rust preventive paint. Gate frames to have interior horizontal and/or vertical bracing wherever the height or width of the gate frame exceeds 5 feet, and additional diagonal bracing for gate frames over 12 feet wide. Gate frames shall be filled with chain link fabric to match the fabric used in the fence.
2. Hinges, latches and all other moving parts of gates to be of certified malleable cast iron, with all components hot-dip galvanized. Hinges to be a ball-and-socket design with offset arms to permit a full 180 deg. swing from the closed to the open position. Single gate latches to be so designed as to permit the gate to swing in only one direction. All latches to have provision for positive locking with a padlock; wraparound chains are not permitted for this purpose. Padlocks and keys supplied by others.
3. Contractor will supply and install holdbacks for each wing of the swing gate or a gate latch mechanism.
4. The Town may require additional services under Section 4.0 "Additional Services" Bid Form #257. The contractor shall provide the Town with a price for these additional services. If the price(s) offered is not acceptable to the Town, the Town reserves the right to procure these additional services from other Contractor(s).

5. Swing Gate Post

<u>Gate Leaf Width</u>	<u>Post Outside Diameter</u>
To 6 feet inclusive	2.875" (3")-5.79 lbs/ft
Over 6 to 13 feet	4.000" (4")-9.11 lbs/ft
Over 13 to 18 feet	6.625" (6 5/8")-18.97 lbs/ft
Over 18 feet	8.625" (8 5/8")-28.55 lbs/ft

6. Brace Rail

- 1.66" (1 5/8") outside diameter x 2.27 lbs/ft.
- Swing, Roll and Cantilever Gate Frames: Gates up to a 6' wide single leaf, shall be 1.66" (1 5/8") outside diameter x 2.27 lbs/ft hot dipped galvanized schedule 40 pipes for interior and exterior of frame. For gates 6' – 12' wide single leaf, pipe shall be 1.90" (2") outside diameter x 2.72lbs/ft hot dipped galvanized schedule 40 pipes for interior and exterior of frame.

- All Roll and Cantilever gates shall have nylon rollers 4" O.D. x 2 ½" O.D. with safety covers. All gate posts shall be minimum 4" O.D. schedule 40 hot dipped galvanized.

## II. Technical Specifications for Wire Pasture Fence

### A. Materials:

1. 4" X 6" hot dipped galvanized field farm fence 48" tall with 4 strands of 12.5-gauge 4 barbed wire spaced evenly and overlaid on the fence.
2. The top wire shall finish at 5' above finished grade.
3. All brace post and end post shall be 8' x 3" to 5" diameter pressure treated round Southern Pine posts embedded 3' into undisturbed ground.
4. All line post shall be 7' hot dipped galvanized schedule 40 T-posts imbedded 2' into undisturbed ground and shall not exceed 10' O.C. with silver top.
5. When replacing/repairing an existing fence, new posts need to be installed without leaving space between existing fence posts and existing post will need securing from removal to install the new sections of fence.
6. All corner and midpole brace shall have 2 (two) consecutive H-braces and shall not exceed 310' O.C. from all end, corner, pull, terminal post of the inline fence run, all cross members shall be 6' 6" x 3"-5" pressure treated Southern Pine round posts.
7. Brace wire shall be 12.5 gauge wrapped twice from the top of the first post to the bottom of the second post and from the top of the second post back to the bottom of the first post.
8. Post hole diggers should be used on corner/mid-pole braces and T-Posts should be installed with a T-Post driver (specially made for T-Post installation). Concrete is not needed.

### B. Execution

1. Install terminal posts, line posts, and horizontal rails with brace bands, rail ends, rail sleeves, line post loop caps, tension bands, tension bars, chain link fabric and gates, to provide a rigid structure for all fencing. Use manufacturer's standard hot dipped galvanized fittings, fasteners and hardware.
2. Space line posts uniformly, and 10' foot maximum on center of post.
3. Set all posts in concrete footings cast rough in the ground, four times the diameter of the post x 40 inches deep.
4. Set all posts plumb, and true to line and grade. Where grade changes gradually from post to post, grade the posts to provide a "rolling" effect and to avoid abrupt changes in the top of the fence line. If abrupt changes in grade are encountered, accomplish

them with the use of a terminal post, with the chain link fabric cut on a bias where necessary to provide tension over the entire height.

5. Set posts to within 6 inches maximum from bottom of concrete footings. Slope top of concrete for water runoff, with top of footing approximately 2 inches above finished grade.
6. Position bottom of fabric 2 plus or minus inches above finished grade.
7. Pass top rail through line post loop caps and attach securely to terminal posts.
8. Install brace panels including top rail, horizontal brace rail and diagonal adjustable truss rod at each side of all end, corner, pull, terminal and gate posts. (Owners option)
9. Install brace panels including top rail, horizontal brace rail and diagonal adjustable truss rod at 100' maximum o.c. from all end, corner, pull, terminal post of the inline fence run. (Owner option)
10. Stretch chain link fabric taut between terminal posts.
11. Attach fabric to end, corner and gate posts with tension bars, and tension bands, using one less band than the height of the fabric in feet, or approximately 14" on center.
12. Attach fabric to horizontal rails with 6-gauge O.D. vinyl or aluminum ties spaced 12" O.C. tightly twisted and to tension wire with 9-gauge O.D. vinyl or aluminum hog rings, approximately 24 inches on center.
13. Attach fabric to line posts with 6-gauge O.D. vinyl or aluminum ties, using one less tie than the height of the fabric in feet, or approximately 14 inches on center, and tightly twisted.
14. Weave 7 gauge bottom tension wire through the bottom loop of the fence fabric and terminate securely to corner or terminal post.
15. **Please note:** Not all gate heights will have pricing for "Single Roll", we are not requesting single roll gates for all fencing and won't include it for 10 foot and 12 foot high fencing. A 10 or 12 foot fence on a single roll would only be used in an industrial setting. Also, there will be no single roll gate for pasture fencing.

### III. Technical Specifications for Wood Horse Fence (see Exhibit A-C)

#### A. Materials:

1. Pressure treated #2 grade Southern Yellow Pine boards to the specification of .40 lbs. of ACQ chemical per cubic foot of wood at various lengths (i.e. 4X4, and 1X6) and all bracing, and accessories.
2. Posts are pressure treated Southern Yellow Pine 4x4,

3. Wood Fence Design includes 2" x 6" top and bottom rails, 1" x 6" diagonal rails and 4"x 4" post (finished at 4 Feet in height measured from the ground to the top of the post).
  - All aspects of wooden fence are to be installed per current code requirements.
  - Set all posts plumb, and true to line and grade. Where grade changes gradually from post to post, grade the posts to provide a "rolling" effect and to avoid abrupt changes in the top of the fence line.
  - Dexxter™ screws
  - Swing gate materials include galvanized steel posts, metal gate frame, and associated hardware.

#### B. Additional Components

##### 1. Drive Through Gate Design Details:

- Wood gate with metal frame construction and installation shall be of the same metal gauge and dimensions as depicted in Exhibit C. The gate shown in Exhibit C can be inspected by visiting the open field to the east of the Town of Davie former Town Hall located at 6591 Orange Drive Davie, FL 33314. The gate shall be a 10-foot wide single swing gate.
- The height of the new gate should match the height of the new fence (4 feet in height).
- Gate shall consist of a wood frame of same material as fence framework. Gate frames to have interior horizontal and/or vertical bracing. Contractor will install a holdback for the gate wing.
- Gate Hardware, including hinges, latches and all other moving parts of gates, are to be of certified malleable cast iron, with all components hot-dip galvanized. Hinges to be a ball-and-socket design with offset arms to permit a full 180 degree swing from the closed to the open position. Gate latches to be so designed as to permit the gate to swing in only one direction- inward. All latches to have provision for positive locking with a padlock.
- The wood part of the frame will show outward to those entering..

#### 4.3 CONTRACTOR RESPONSIBILITIES WHEN ENCOUNTERING UTILITIES

The attention of the Contractor is drawn to the fact that during excavation/digging, the possibility exists of encountering water, sewer, petroleum, gas, telephone, electrical, or any

other utilities. It is the contractor's responsibility to locate and protect all underground utilities or services when excavating/digging while completing any work. The Contractor is responsible for obtaining utility locations from Sunshine 811. The Contractor shall exercise extreme care before and during digging to locate and flag these lines to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at the no cost to the Owner.

#### **4.4 DEMOLITION AND DISPOSAL**

Price for demolition of old fencing for the purpose of removal and/or new installation shall be listed on the bid sheet line items #245 through #255.

#### **4.5 ADDITIONAL SERVICES**

Items 1-255 are for all listed new fences and/or repairs to existing fences. Any items outside of those specified in items 1-255 shall be hourly rate and materials cost-plus markup. All hourly rates and times shall start on the job site. Any travel time expenses shall be borne by the Contractor. All materials may be reimbursed at cost plus % increase as indicated by bidder in the appropriate area on the bid form #258, with a maximum not to exceed markup of 10%. If no percentage is listed, it will be assumed that all materials will be supplied at cost. Documentation of materials cost (i.e. invoices) must be provided or stated as "stock items" with the invoice for payment. Failure to provide documentation will be cause for delays in payment.

The contractor will be allowed to invoice for miscellaneous stock items. Miscellaneous stock items are defined as materials that are already owned by the contractor and are incidentally used to complete the job. No back up will be required for the invoicing of miscellaneous stock items; however, the Contractor will be required to identify such items as miscellaneous stock items on the invoice.

#### **4.6 QUANTITIES**

The quantities referenced on the Bid Form are the Town's estimated quantities. The Town reserves the right to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the quote form. The quantities referenced in this ITB may vary more or less from the quantities actually purchased. The Town does not guarantee any minimum purchase.

#### **4.7 PRICING**

For Items 1-255 unit prices shall be inclusive of all supervision, labor costs, materials, equipment, insurance, and incidentals normally associated with the trade or industry standard for the proper execution and completion of any services rendered under this ITB.

#### 4.8 INVOICES

1. The Contractor shall submit all invoices to PWInvoice@davie-fl.gov and cc the Town's Contract Manager.
2. Failure to submit accurate and complete invoices to the Town's Contract Manager and PWINVOICE@Davie-FL.gov may cause invoice to be rejected.
3. Contractor are required to resubmit corrected invoice, along with proper paperwork, to the Town's Contract Manager and PWINVOICE@Davie-FL.gov within thirty (30) days of notification.
4. Invoices shall include the PO number, Public Works Department, and the Town's Contract Manager on the Invoice with a clear itemized list of location and labor, in accordance to the executed agreement between the Town and the Contractor.
5. All invoices shall list a single unique invoice number for processing, it may contain letters and/or numbers not to exceed 13 characters.
6. The Town will accept invoices no more frequently than once a month. Invoices shall be processed and normally paid within thirty (30) calendar days of receipt of invoice, except in the case where items being billed are called into questioned.
7. The Town shall notify the Contractor within ten (10) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation.
8. Invoices shall be paid in accordance with the Florida Prompt Payment Act.

END OF SECTION



**SECTION 5.0 Bid Form**

ITB# JA-22-68

**Chain-Link Fence**

<b>4 FT. HEIGHT GALVANIZED</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>EXTENDED PRICE</b>
	<b>4 Feet Height Galvanized Fence</b>			
1	Up to 100 L.F. (9 gauge)	\$	300 LF	\$
2	101 L.F. to 1,000 L.F.(9 gauge)	\$	1000 LF	\$
3	Over 1,000 L.F.(9 gauge)	\$	1500 LF	\$
4	Flat unit price L.F.(6 gauge)	\$	10 LF	\$
	<b>Terminal Posts:</b>			
5	End Post with Hookup	\$	45 EA	\$
6	Corner Post with Hookup	\$	50 EA	\$
7	Brace and Truss Assembly	\$	5 EA	\$
8	Middle Rail	\$	Linear Foot	\$
9	Bottom Rail	\$	Linear Foot	\$
10	Line Post Replacement	\$	1 EA	\$
	<b>Gates-Single Swing:</b>			
11	4 Ft. Wide Gate Opening	\$	5 EA	\$
12	4-Ft Single Replacement Gate Post	\$	EA	\$
13	5 Ft. Wide Gate Opening	\$	3 EA	\$
14	5-Ft Single Replacement Gate Post	\$	EA	\$
15	6 Ft. Wide Gate Opening	\$	16 EA	\$
16	6-Ft Single Replacement Gate Post	\$	EA	\$
17	8 Ft. Wide Gate Opening	\$	10 EA	\$
18	8-Ft Single Replacement Gate Post	\$	EA	\$
19	10 Ft. Wide Gate Opening	\$	8 EA	\$
20	10-Ft Single Replacement Gate Post	\$	EA	\$
21	12 Ft. Wide Gate Opening	\$	16 EA	\$
22	12-Ft Single Replacement Gate Post	\$	EA	\$
	<b>Gates-Single Roll:</b>			
23	16 Ft. Wide Gate Opening	\$	2 EA	\$
24	20 Ft. Wide Gate Opening	\$	2 EA	\$
25	24 Ft. Wide Gate Opening	\$	20 EA	\$
26	30 Ft. Wide Gate Opening	\$	2 EA	\$

**SUBTOTAL**

**\$**

---

<b>5 FT. HEIGHT GALVANIZED</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>EXTENDED PRICE</b>
	<b>5 Feet Height Fence</b>			
27	Up to 100 L.F. (9 gauge)	\$	150 LF	\$
28	101 L.F. to 1,000 L.F.(9 gauge)	\$	500 LF	\$
29	Over 1,000 L.F.(9 gauge)	\$	1010 LF	\$
30	Flat unit price L.F.(6 gauge)	\$	10 LF	\$
	<b>Terminal Posts:</b>			
31	End Post with Hookup	\$	25 EA	\$
32	Corner Post with Hookup	\$	25 EA	\$
33	Brace and Truss Assembly	\$	3 EA	\$
34	Middle Rail	\$	Linear Foot	\$
35	Bottom Rail	\$	Linear Foot	\$
36	Line Post Replacement	\$	1 EA	\$
	<b>Gates-Single Swing:</b>			
37	4 Ft. Wide Gate Opening	\$	3 EA	\$
38	5 Ft. Wide Gate Opening	\$	2 EA	\$
39	6 Ft. Wide Gate Opening	\$	12 EA	\$
40	8 Ft. Wide Gate Opening	\$	5 EA	\$
41	10 Ft. Wide Gate Opening	\$	4 EA	\$
42	12 Ft. Wide Gate Opening	\$	8 EA	\$
	<b>Gates-Single Roll:</b>			
43	16 Ft. Wide Gate Opening	\$	1 EA	\$
44	20 Ft. Wide Gate Opening	\$	1 EA	\$
45	24 Ft. Wide Gate Opening	\$	10 EA	\$
46	30 Ft. Wide Gate Opening	\$	1 EA	\$

**SUBTOTAL** \$

<b>6 FT. HEIGHT GALVANIZED</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>EXTENDED PRICE</b>
	<b>6 Feet Height Fence</b>			
47	Up to 100 L.F. (9 gauge)	\$	300 LF	\$
48	101 L.F. to 1,000 L.F.(9 gauge)	\$	600 LF	\$
49	Over 1,000 L.F.(9 gauge)	\$	1100 LF	\$
50	Flat unit price L.F.(6 gauge)	\$	10 LF	\$
	<b>Terminal Posts:</b>			
51	End Post with Hookup	\$	25 EA	\$
52	Corner Post with Hookup	\$	10 EA	\$
53	Brace and Truss Assembly	\$	5 EA	\$
54	Middle Rail	\$	Linear Foot	\$
55	Bottom Rail	\$	Linear Foot	\$
56	Line Post Replacement	\$	1 EA	\$

	<b>Gates-Single Swing:</b>			
57	4 Ft. Wide Gate Opening	\$	5 EA	\$
58	5 Ft. Wide Gate Opening	\$	3 EA	\$
59	6 Ft. Wide Gate Opening	\$	8 EA	\$
60	8 Ft. Wide Gate Opening	\$	5 EA	\$
61	10 Ft. Wide Gate Opening	\$	8 EA	\$
62	12 Ft. Wide Gate Opening	\$	10 EA	\$
	<b>Gates-Single Roll:</b>			
63	16 Ft. Wide Gate Opening	\$	2 EA	\$
64	20 Ft. Wide Gate Opening	\$	2 EA	\$
65	24 Ft. Wide Gate Opening	\$	10 EA	\$
66	30 Ft. Wide Gate Opening	\$	2 EA	\$

**SUBTOTAL** \$

<b>8 FT. HEIGHT GALVANIZED</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>EXTENDED PRICE</b>
	<b>8 Feet Height Fence</b>			
67	Up to 100 L.F. (9 gauge)	\$	30 LF	\$
68	101 L.F. to 1,000 L.F.(9 gauge)	\$	110 LF	\$
69	Over 1,000 L.F.(9 gauge)	\$	1100 LF	\$
70	Flat unit price L.F.(6 gauge)	\$	10 LF	\$
	<b>Terminal Posts:</b>			
71	End Post with Hookup	\$	10 EA	\$
72	Corner Post with Hookup	\$	10 EA	\$
73	Brace and Truss Assembly	\$	5 EA	\$
74	Middle Rail	\$	Linear Foot	\$
75	Bottom Rail	\$	Linear Foot	\$
76	Line Post Replacement	\$	1 EA	\$
	<b>Gates-Single Swing:</b>			
77	4 Ft. Wide Gate Opening	\$	2 EA	\$
78	5 Ft. Wide Gate Opening	\$	1 EA	\$
79	6 Ft. Wide Gate Opening	\$	6 EA	\$
80	8 Ft. Wide Gate Opening	\$	4 EA	\$
81	10 Ft. Wide Gate Opening	\$	3 EA	\$
82	12 Ft. Wide Gate Opening	\$	8 EA	\$
83	16 Ft. Wide Gate Opening	\$	1 EA	\$
	<b>Gates-Single Roll:</b>			
84	20 Ft. Wide Gate Opening	\$	1 EA	\$
85	24 Ft. Wide Gate Opening	\$	1 EA	\$
86	30 Ft. Wide Gate Opening	\$	1 EA	\$

**SUBTOTAL** \$

<b>10 FT. HEIGHT GALVANIZED</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>EXTENDED PRICE</b>
	<b>8 Feet Height Fence</b>			
87	Up to 100 L.F. (9 gauge)	\$	30 LF	\$
88	101 L.F. to 1,000 L.F.(9 gauge)	\$	110 LF	\$
89	Over 1,000 L.F.(9 gauge)	\$	1100 LF	\$
90	Flat unit price L.F.(6 gauge)	\$	10 LF	\$
	<b>Terminal Posts:</b>			
91	End Post with Hookup	\$	10 EA	\$
92	Corner Post with Hookup	\$	10 EA	\$
93	Brace and Truss Assembly	\$	5 EA	\$
94	Middle Rail	\$	Linear Foot	\$
95	Bottom Rail	\$	Linear Foot	\$
96	Line Post Replacement	\$	1 EA	\$
97	Duck Bill Gate Catch with 3-foot long by 1 5/8" diameter post	\$	1 EA	\$
	<b>Gates-Single Swing:</b>			
98	4 Ft. Wide Gate Opening	\$	2 EA	\$
99	5 Ft. Wide Gate Opening	\$	2 EA	\$
100	6 Ft. Wide Gate Opening	\$	2 EA	\$
101	8 Ft. Wide Gate Opening	\$	2 EA	\$

**SUBTOTAL****\$**

<b>12 FT. HEIGHT GALVANIZED</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>EXTENDED PRICE</b>
	<b>12 Feet Height Fence</b>			
102	Up to 100 L.F. (9 gauge)	\$	30 LF	\$
103	101 L.F. to 1,000 L.F.(9 gauge)	\$	200 LF	\$
104	Over 1,000 L.F.(9 gauge)	\$	1100 LF	\$
105	Flat unit price L.F.(6 gauge)	\$	10 LF	\$
	<b>Terminal Posts:</b>			
106	End Post with Hookup	\$	10 EA	\$
107	Corner Post with Hookup	\$	10 EA	\$
108	Brace and Truss Assembly	\$	1 EA	\$
109	Middle Rail	\$	Linear Foot	\$
110	Bottom Rail	\$	Linear Foot	\$
111	Line Post Replacement	\$	1 EA	\$
	<b>Gates-Single Swing:</b>			
112	4 Ft. Wide Gate Opening	\$	2 EA	\$
113	5 Ft. Wide Gate Opening	\$	1 EA	\$
114	6 Ft. Wide Gate Opening	\$	1 EA	\$

115	8 Ft. Wide Gate Opening	\$	1 EA	\$
-----	-------------------------	----	------	----

**SUBTOTAL****\$**

<b>4 FT. HEIGHT VINYL COATED</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>EXTENDED PRICE</b>
	<b>4 Feet Height Fence</b>			
116	Up to 100 L.F. (9 gauge)	\$	300 LF	\$
117	101 L.F. to 1,000 L.F.(9 gauge)	\$	1000 LF	\$
118	Over 1,000 L.F.(9 gauge)	\$	1500 LF	\$
	<b>Terminal Posts:</b>			
119	End Post with Hookup	\$	45 EA	\$
120	Corner Post with Hookup	\$	50 EA	\$
121	Brace and Truss Assembly	\$	5 EA	\$
122	Middle Rail	\$	Linear Foot	\$
123	Bottom Rail	\$	Linear Foot	\$
124	Line Post Replacement	\$	1 EA	\$
	<b>Gates-Single Swing:</b>			
125	4 Ft. Wide Gate Opening	\$	5 EA	\$
126	5 Ft. Wide Gate Opening	\$	3 EA	\$
127	6 Ft. Wide Gate Opening	\$	16 EA	\$
128	8 Ft. Wide Gate Opening	\$	10 EA	\$
129	10 Ft. Wide Gate Opening	\$	8 EA	\$
130	12 Ft. Wide Gate Opening	\$	16 EA	\$
	<b>Gates-Single Roll:</b>			
131	16 Ft. Wide Gate Opening	\$	2 EA	\$
132	20 Ft. Wide Gate Opening	\$	2 EA	\$
133	24 Ft. Wide Gate Opening	\$	20 EA	\$
134	30 Ft. Wide Gate Opening	\$	2 EA	\$

**SUBTOTAL****\$**

<b>5 FT. HEIGHT VINYL COATED</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>EXTENDED PRICE</b>
	<b>5 Feet Height Fence</b>			
135	Up to 100 L.F. (9 gauge)	\$	150 LF	\$
136	101 L.F. to 1,000 L.F.(9 gauge)	\$	500 LF	\$
137	Over 1,000 L.F.(9 gauge)	\$	1010 LF	\$
	<b>Terminal Posts:</b>			
138	End Post with Hookup	\$	25 EA	\$
139	Corner Post with Hookup	\$	25 EA	\$
140	Brace and Truss Assembly	\$	3 EA	\$
141	Middle Rail	\$	Linear Foot	\$

142	Bottom Rail	\$	Linear Foot	\$
143	Line Post Replacement	\$	1 EA	\$
	<b>Gates-Single Swing:</b>			
144	4 Ft. Wide Gate Opening	\$	3 EA	\$
145	5 Ft. Wide Gate Opening	\$	2 EA	\$
146	6 Ft. Wide Gate Opening	\$	12 EA	\$
147	8 Ft. Wide Gate Opening	\$	5 EA	\$
148	10 Ft. Wide Gate Opening	\$	4 EA	\$
149	12 Ft. Wide Gate Opening	\$	8 EA	\$
	<b>Gates-Single Roll:</b>			
150	16 Ft. Wide Gate Opening	\$	1 EA	\$
151	20 Ft. Wide Gate Opening	\$	1 EA	\$
152	24 Ft. Wide Gate Opening	\$	10 EA	\$
153	30 Ft. Wide Gate Opening	\$	1 EA	\$

**SUBTOTAL** \$

<b>6 FT. HEIGHT VINYL COATED</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>EXTENDED PRICE</b>
	<b>6 Feet Height Fence</b>			
154	Up to 100 L.F. (9 gauge)	\$	300 LF	\$
155	101 L.F. to 1,000 L.F.(9 gauge)	\$	600 LF	\$
156	Over 1,000 L.F.(9 gauge)	\$	1100 LF	\$
	<b>Terminal Posts:</b>			
157	End Post with Hookup	\$	25 EA	\$
158	Middle Rail	\$	Linear Foot	\$
159	Bottom Rail	\$	Linear Foot	\$
160	Line Post Replacement	\$	1 EA	\$
161	Corner Post with Hookup	\$	10 EA	\$
162	Brace and Truss Assembly	\$	5 EA	\$
	<b>Gates-Single Swing:</b>			
163	4 Ft. Wide Gate Opening	\$	5 EA	\$
164	5 Ft. Wide Gate Opening	\$	3 EA	\$
165	6 Ft. Wide Gate Opening	\$	8 EA	\$
166	8 Ft. Wide Gate Opening	\$	5 EA	\$
167	10 Ft. Wide Gate Opening	\$	8 EA	\$
168	12 Ft. Wide Gate Opening	\$	10 EA	\$
	<b>Gates-Single Roll:</b>			
169	16 Ft. Wide Gate Opening	\$	2 EA	\$
170	20 Ft. Wide Gate Opening	\$	2 EA	\$
171	24 Ft. Wide Gate Opening	\$	10 EA	\$
172	30 Ft. Wide Gate Opening	\$	2 EA	\$

**SUBTOTAL****\$**

<b>8 FT. HEIGHT VINYL COATED</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>EXTENDED PRICE</b>
	<b>8 Feet Height Fence</b>			
173	Up to 100 L.F. (9 gauge)	\$	30 LF	\$
174	101 L.F. to 1,000 L.F.(9 gauge)	\$	110 LF	\$
175	Over 1,000 L.F.(9 gauge)	\$	1100 LF	\$
	<b>Terminal Posts:</b>			
176	End Post with Hookup	\$	10 EA	\$
177	Corner Post with Hookup	\$	10 EA	\$
178	Brace and Truss Assembly	\$	5 EA	\$
179	Middle Rail	\$	Linear Foot	\$
180	Bottom Rail	\$	Linear Foot	\$
181	Line Post Replacement	\$	1 EA	\$
	<b>Gates-Single Swing:</b>			
182	4 Ft. Wide Gate Opening	\$	2 EA	\$
183	5 Ft. Wide Gate Opening	\$	1 EA	\$
184	6 Ft. Wide Gate Opening	\$	6 EA	\$
185	8 Ft. Wide Gate Opening	\$	4 EA	\$
186	10 Ft. Wide Gate Opening	\$	3 EA	\$
187	12 Ft. Wide Gate Opening	\$	8 EA	\$
	<b>Gates-Single Roll:</b>			
188	16 Ft. Wide Gate Opening	\$	1 EA	\$
189	20 Ft. Wide Gate Opening	\$	1 EA	\$
190	24 Ft. Wide Gate Opening	\$	1 EA	\$
191	30 Ft. Wide Gate Opening	\$	1 EA	\$

**SUBTOTAL****\$**

<b>10 FT. HEIGHT VINYL COATED</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>EXTENDED PRICE</b>
	<b>10 Feet Height Fence</b>			
192	Up to 100 L.F. (9 gauge)	\$	300 LF	\$
193	101 L.F. to 1,000 L.F.(9 gauge)	\$	200 LF	\$
194	Over 1,000 L.F.(9 gauge)	\$	1100 LF	\$
	<b>Terminal Posts:</b>			
195	End Post with Hookup	\$	10 EA	\$
196	Corner Post with Hookup	\$	10 EA	\$
197	Brace and Truss Assembly	\$	1 EA	\$
198	Middle Rail	\$	Linear Foot	\$
199	Bottom Rail	\$	Linear Foot	\$

200	Line Post Replacement	\$	1 EA	\$
	<b>Gates-Single Swing:</b>			
201	4 Ft. Wide Gate Opening	\$	1 EA	\$
202	5 Ft. Wide Gate Opening	\$	1 EA	\$
203	6 Ft. Wide Gate Opening	\$	1 EA	\$
204	8 Ft. Wide Gate Opening	\$	1 EA	\$
<b>SUBTOTAL</b>		<b>\$</b>		

<b>12 FT. HEIGHT VINYL COATED</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>EXTENDED PRICE</b>
	<b>12 Feet Height Fence</b>			
205	Up to 100 L.F. (9 gauge)	\$	30 LF	\$
206	101 L.F. to 1,000 L.F.(9 gauge)	\$	200 LF	\$
207	Over 1,000 L.F.(9 gauge)	\$	1100 LF	\$
	<b>Terminal Posts:</b>			
208	End Post with Hookup	\$	10 EA	\$
209	Corner Post with Hookup	\$	10 EA	\$
210	Brace and Truss Assembly	\$	1 EA	\$
211	Middle Rail	\$	Linear Foot	\$
212	Bottom Rail	\$	Linear Foot	\$
213	Line Post Replacement	\$	1 EA	\$
	<b>Gates-Single Swing:</b>			
214	4 Ft. Wide Gate Opening	\$	2 EA	\$
215	5 Ft. Wide Gate Opening	\$	1 EA	\$
216	6 Ft. Wide Gate Opening	\$	1 EA	\$
217	8 Ft. Wide Gate Opening	\$	1 EA	\$
<b>SUBTOTAL</b>		<b>\$</b>		

## Pasture Fence

<b>5 FT. HEIGHT WIRE PASTURE</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>EXTENDED PRICE</b>
	<b>5 Feet Height Pasture Fence</b>			
218	Up to 100 L.F.	\$	700 LF	\$
219	101 L.F. to 1,000 L.F.	\$	1500 LF	\$
220	1,001 L.F. to 5,000 L.F.	\$	3500 LF	\$
221	Over 5,000 L.F.	\$	5100 LF	\$
	<b>Terminal Posts:</b>			
222	End Post Assembly	\$	70 EA	\$
223	Corner Post Assembly	\$	100 EA	\$
224	"H" Brace Assembly	\$	120 EA	\$
225	Middle Rail	\$	Linear Foot	\$



226	Bottom Rail	\$	Linear Foot	\$
227	Line Post Replacement	\$	1 EA	\$
	<b>Gates-Single Swing:</b>			
228	4 Ft. Wide Cattle Gate	\$	8 EA	\$
229	6 Ft. Wide Cattle Gate	\$	8 EA	\$
230	8 Ft. Wide Cattle Gate	\$	12 EA	\$
231	10 Ft. Wide Cattle Gate	\$	24 EA	\$

**SUBTOTAL** \$

**Wood Horse Fence**

**4 FT. WOOD HORSE FENCE**

ITEM #	DESCRIPTION	UNIT PRICE	QUANTITY	EXTENDED PRICE
	<b>4 Feet Height Wooden Horse Fence</b>			
232	Up to 100 L.F.	\$	700 LF	\$
233	101 L.F. to 1,000 L.F.	\$	1500 LF	\$
234	1,001 L.F. to 5,000 L.F.	\$	3500 LF	\$
235	Over 5,000 L.F.	\$	5100 LF	\$
	<b>Posts:</b>			
236	4x4 Post Assembly	\$	70 EA	\$
237	2x6 Top/Bottom Rail Assembly	\$	Linear Foot	\$
238	1x6 Diagonal Rail Assembly	\$	140 EA	\$
	<b>Gates-Single Swing:</b>			
239	4 Ft. Galvanized Steel Frame	\$	8 EA	\$
240	5 Ft. Galvanized Steel Frame	\$	8 EA	\$
241	6 Ft. Galvanized Steel Frame	\$	8 EA	\$
242	8 Ft. Galvanized Steel Frame	\$	8 EA	\$
243	10 Ft. Galvanized Steel Frame	\$	8 EA	\$
244	12 Ft. Galvanized Steel Frame	\$	8 EA	\$

**SUBTOTAL** \$

**DEMOLITION AND DISPOSAL**

ITEM #	DESCRIPTION	UNIT PRICE	QUANTITY	EXTENDED PRICE
	<b>Removal of Any 4' Fence</b>			
245	Up to 100 L.F.	\$	300 LF	\$
246	101 L.F. and greater	\$	500 LF	\$
	<b>Removal of Any 6' Fence</b>			
247	Up to 100 L.F.	\$	300 LF	\$
248	101 L.F. and greater	\$	500 LF	\$
	<b>Removal of Any 8' Fence</b>			
249	Up to 100 L.F.	\$	50 LF	\$

251	101 L.F. and greater	\$	110 LF	\$
<b>Removal of Any 10' Fence</b>				
252	Up to 100 L.F.	\$	20 LF	\$
253	101 L.F. and greater	\$	50 LF	\$
<b>Removal of Any 12' Fence</b>				
254	Up to 100 L.F.	\$	20 LF	\$
255	101 L.F. and greater	\$	50 LF	\$

**SUBTOTAL** \$

<b>ADDITIONAL SERVICES</b>				
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>RATE</b>	<b>ESTIMATED QUANTITY</b>	<b>EXTENDED PRICE</b>
256	Fence Installer	\$	50 Man Hour	\$
257	Laborer/Helper	\$	50 Man Hour	\$
258	Material markup max 10%	%		

**SUBTOTAL** \$

<b>SUBTOTALS</b>	
GALVANIZED 4 FT HEIGHT FENCE AND ACCESSORIES (items 1 to 26)	\$
GALVANIZED 5 FT HEIGHT FENCE AND ACCESSORIES (items 27 to 46)	\$
GALVANIZED 6 FT HEIGHT FENCE AND ACCESSORIES (items 47 to 66)	\$
GALVANIZED 8 FT HEIGHT FENCE AND ACCESSORIES (items 67 to 86)	\$
GALVANIZED 10 FT HEIGHT FENCE AND ACCESSORIES (items 87 to 101)	\$
GALVANIZED 12 FT HEIGHT FENCE AND ACCESSORIES (items 102 to 115)	\$
VINYL COATED 4 FT HEIGHT FENCE AND ACCESSORIES (items 116 to 134)	\$
VINYL COATED 5 FT HEIGHT FENCE AND ACCESSORIES (items 135 to 153)	\$
VINYL COATED 6 FT HEIGHT FENCE AND ACCESSORIES (items 154 to 172)	\$
VINYL COATED 8 FT HEIGHT FENCE AND ACCESSORIES (items 173 to 191)	\$
VINYL COATED 10 FT HEIGHT FENCE AND ACCESSORIES (items 192 to 204)	\$
VINYL COATED 12 FT HEIGHT FENCE AND ACCESSORIES (items 205 to 217)	\$
WIRE PASTURE FENCE AND ACCESSORIES (items 218 to 231)	\$
WOOD HORSE FENCE AND ACCESSORIES (items 232 to 244)	\$
DEMOLITION AND DISPOSAL (items 245 to 255)	\$
ADDITIONAL SERVICES (items 256 to 258)	\$

<b>GRAND TOTAL BID AMOUNT (Items 1 to 244)</b>	\$
<b>GRAND TOTAL BID AMOUNT WRITTEN IN WORDS</b>	

<b>GRAND TOTAL BID AMOUNT (Items 245 to 258)</b>	\$
<b>GRAND TOTAL BID AMOUNT WRITTEN IN WORDS</b>	

**Notes:**

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate quotations will not be considered unless authorized in the ITB document.
3. Prices shall be inclusive of mobilization.
4. Price per linear feet of chain link fence shall include all requirements in bid scope.
5. Price for additional components shall meet all requirements of Section 3.2 D.
6. Contractor shall submit copy of receipt from the supplier or list as "stock items" to invoice under Item #258, as stated in section 4.5.

**IMPORTANT:** This signed bid form shall be considered an offer on the part of the bidder. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

<b>Vendor Name:</b>
<b>Authorized Signature:</b>
<b>Print Name:</b>
<b>Title:</b>

**Bidder agrees to accept the VISA Procurement card for payment.  
Circle one: YES OR NO**

**This page  
intentionally left blank**

# EXHIBIT A

6' OC

Dexxter™ screws

4X4

2X6

1X6

wood filler

4' High

Posts to be embedded 2 feet into the concrete footing 10 inches in diameter and 2 feet deep (see Exhibit B for standard footing detail).



**This page  
intentionally left blank**

# Florida Building Code EXHIBIT B

## Wood Fences

Sec. 4409. Fences. Fences not exceeding 6'-0" in height from grade may be designed for 75 mph (33 m/s) fastest wind speed or 90 mph (40 m/s) 3-second gust.

Sec. 4409. Wood Fences. Wood fence design shall be as specified by 2328.

### Sec. 2328.2 4" x 4" Post Spacing

Fences  $\leq$  6 ft. High - 4 ft. On Center

Fences  $\leq$  5 ft. High - 5 ft. On Center

Fences  $\leq$  4 ft. High - 6 ft. On Center

2x4 Horizontal Wood Members

Section 2328.2 Fence not to exceed 6 feet high

Sec. 2324.2 Nails, bolts and other connectors that are used in locations exposed to the weather shall be galvanized or otherwise corrosive resistant.

Sec. 2324.3 In general, nails shall penetrate the second member a distance equal to the thickness of the member being nailed thereto. There shall be not less than two nails in any connection.

- Nail Sizes:
- 4d: 1-1/2" long
  - 6d: 2" long
  - 8d: 2-1/2" long
  - 10d: 3" long
  - 12d: 3-1/2" long
  - 16d: 4" long

Section 2328.2 Nominal 4x4x8 posts  
No.2 Grade or better embedded 2 feet  
into concrete footing 10 inches in  
diameter and 2 feet deep.

Sec. 2326.2.10 All posts, poles and columns embedded in concrete which is in contact with ground and supporting permanent structures shall be approved pressure treated wood suitable for ground contact use except naturally durable wood may be used for posts, poles and columns embedded in concrete for structures other than buildings and walking surfaces or in structures where wood is above ground level and not exposed to the weather.

Sec. 2326.2.6 The expression "naturally durable wood" refers to the heartwood of the following species...:

1. Decay resistant - Redwood, Cedars, Black Locust.
2. Termite resistant - Redwood, Eastern Red Cedar.

Final Inspection

To be made after installation and completion of all elements of construction.

The following items will be checked at final inspection:

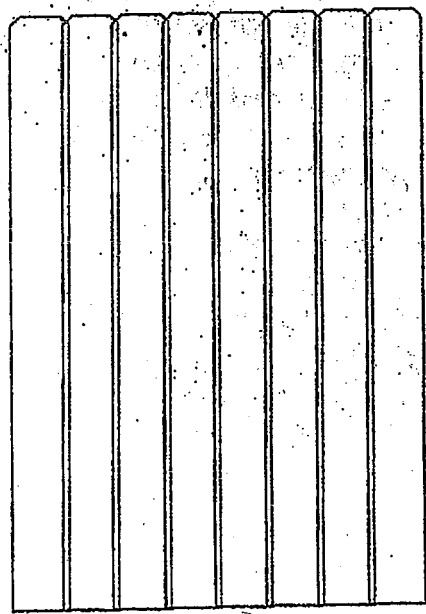
Wood fences shall be constructed of decay and termite resistant material as specified in Section 2304.11.4 of the Florida Building Code (FBC)

Wood fences shall be designed according to the loads as specified in Section 2328 of the Florida Building Code (FBC).

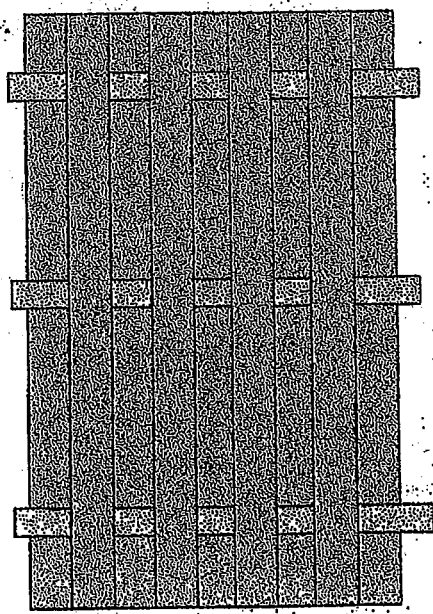
EXCEPTION: Unless designed by rational analysis, wood fences not exceeding six (6) feet in height may be constructed to meet the following minimum requirements:

1. Vertical post of P.T. 4" x 4" spaced according to Section 2328.2 FBC. See detail on front page;
2. Posts shall be embedded two (2) feet into a concrete footing ten (10) inches in diameter;
3. Horizontal framing shall consist of a minimum of three (3) horizontal rails of 2" x 4" Pressure Treated (PT) lumber;
4. All lumber shall be a minimum of #2 grade or better;
5. All fasteners shall be corrosion resistant.

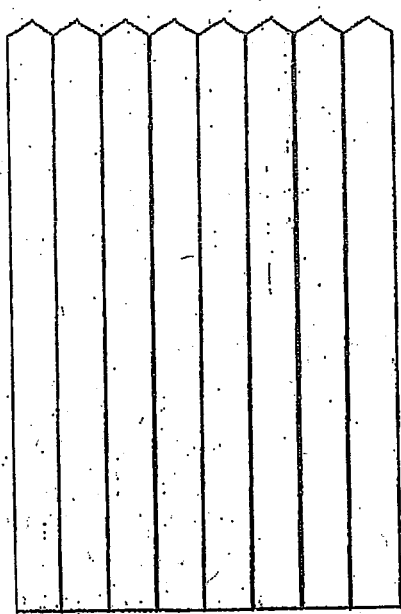
**WARNING:** Premanufactured sections may not comply with this code, and Produce Approval may be required.



Board On Board



Vertical Shadowbox



Stockade



Exhibit C



7 FT

10 FT

Wood gate shall include metal frame as shown in picture.

**This page  
intentionally left blank**

## Bid Checklist

The following are requirements of this Bid, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√		Completed and Signed Bid Form
√		Acknowledgement of Addenda (if any)
√		Local Preference Form (if applicable)
√		Client Reference Form
√		Bidder/Proposer Questionnaire
√		Vendor Registration Form
√		Licenses and/or Certifications (if applicable)
√		Proof of Insurance (see Section 2.0)
√		Business Tax Receipt (if business located within Broward County)
√		State of FL Sunbiz <i>OR</i> State Registration (if not required to have State of FL Sunbiz)
√		W9

*This checklist is for your guidance. Please read the entire Bid thoroughly to ensure that your submission is complete.*

**This page  
intentionally left blank**

**SECTION 6.0 REQUIRED FORMS**

**AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE  
(Davie Code of Ordinances Sec. 2-329)**

**\*\*Complete the boxes below as applicable:\*\***

1. \_\_\_ My Business is located within the **Town of Davie**.

<b>Legal Name of Firm:</b>
<b>Taxpayer ID No.:</b>
<b>Physical Address:</b> <i>SHALL NOT BE A P.O. BOX OR RESIDENCE</i>
<b>Phone Number:</b>
<b>Email Address:</b>
<b>Has the business name changed since it was opened in Davie? Yes ___ No ___</b>
<b>If yes, provide the previous business name:</b>
<b>Date your business was established in Town of Davie:</b>
<b>Business License Number: _____ Date Issued: _____</b>
<b>The business employs _____ (insert a number) full time employees.</b>

2. \_\_\_ My Business is located within **Broward County**.

<b>Legal Name of Firm:</b>
<b>Taxpayer ID No.:</b>
<b>Physical Address:</b> <i>SHALL NOT BE A P.O. BOX OR RESIDENCE</i>
<b>Phone Number:</b>
<b>Email Address:</b>
<b>Has the business name changed since it was opened in Broward County? Yes ___ No ___</b>
<b>If yes, provide the previous business name:</b>
<b>Date your business was established in Broward County:</b>
<b>Business License Number: _____ Date Issued: _____</b>
<b>The business employs _____ (insert a number) full time employees.</b>

\_\_\_ **I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).**

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.

Authorized Signatory: \_\_\_\_\_ Print Name: \_\_\_\_\_

**CLIENT REFERENCE FORM**

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

2) Name of Client Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

3) Name of Client Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

**REQUIRED PROPOSER/BIDDER QUESTIONNAIRE**

Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Primary Contact Person for this ITB: \_\_\_\_\_

Primary Contact Person Email Address: \_\_\_\_\_

Primary Contact Person Phone Number: \_\_\_\_\_

1. How many years has your firm been in business under its present business name?: \_\_\_\_\_

2. Under what other former name(s) has your firm operated?: \_\_\_\_\_

\_\_\_\_\_

3. 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. 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: \_\_\_\_\_

\_\_\_\_\_

6. 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. \_\_\_\_\_

\_\_\_\_\_

**This page  
intentionally left blank**



**VENDOR INFORMATION**

Is this a form being filled out as a new application or an update to an existing application?

New Application

Updating Application

Vendor Name:  
(Business Name Registered With The State OR Full Name If An Individual)

\_\_\_\_\_

Mailing Address:

Remit to Address  
(If Different from Mailing Address):

\_\_\_\_\_

Contact Name:

Telephone:

Federal Tax ID Number:

Fax Number:

Company Email Address:

\_\_\_\_\_

\_\_\_\_\_

Business Website (If Applicable):

\_\_\_\_\_

**Emergency Contact Information**

Please enter information the Town can use to contact you for disaster or emergency services below

Name

Contact Information

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

## **Products & Services**

In the space provided below please indicate any product or services that your firm provides

## Ownership Disclosure

1. If the contract or business transaction is with a company, 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):

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership %</u>

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

<u>Full Legal Name</u>	<u>Address</u>

3. The officers of the Corporation are as follows:

Name                      Address

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Registered Agent: \_\_\_\_\_

**TOWN OF DAVIE  
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

\_\_\_\_\_ does not:  
*Company Name*

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Affirm:

## **TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT**

### **Certification Regarding Debarment, Suspension And Other Responsibility Matters TO BE COMPLETED BY PROSPECTIVE VENDOR**

- A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;
  2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town or other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
  4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.
- B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm:

## E-VERIFY FORM

Company/FirmName:

Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

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.

By executing this form, I, \_\_\_\_\_, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm:

**This page  
intentionally left blank**



## Vendor or Contractor Conflict of Interest Disclosure Statement

### What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

- 1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
- 2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

## 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 ABOVE AND 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.

Please indicate below if there is a Conflict Of Interest.

(Please select one option)

YES

NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:

Relationship:

_____	_____
_____	_____
_____	_____

---



---

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed

Authorized Signature

Date

## Additional Information

Certain forms are required in order for this vendor registration form to be processed. These forms are listed below.

- W-9 Form
- Business Tax Receipt [Occupational License(s)] (Required if Vendor is based in Broward County)

These forms must be received together with this registration form.

**Note:**

Email this registration form along with attachments to:

[purchasing@davie-fl.gov](mailto:purchasing@davie-fl.gov)

**This page  
intentionally left blank**

**SOURCE OF INFORMATION SURVEY**

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: \_\_\_\_\_

6. Search Engine/Internet search

7. E-mail Specify Source: \_\_\_\_\_

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: \_\_\_\_\_

10. Other, Specify Source: \_\_\_\_\_

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

**REASON FOR "NO BID"**

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to [procurement@davie-fl.gov](mailto:procurement@davie-fl.gov):

1. Why did your firm chose not to respond to this opportunity?

Circle all that apply from below list: \_\_\_\_\_

- a. We do not offer these services or equivalent.
- b. Insufficient time to respond to the solicitation.
- c. Our project schedule would not permit us to perform.
- d. Unable to meet requirements.
- e. Other:

---

---

---

2. Additional remarks:

---

---

---

---

---

---

# Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

**It's EASY!** Get started with these 3 easy steps!

## 1 REGISTER

Go to:

<https://www.demandstar.com/registration>

### Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



2019 DemandStar® Corporation. All Rights Reserved.  
206.940.0305

## 2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

## 3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

### ← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis ✕

Narrow down your search by selecting a state and county.

<b>State</b>	<b>County</b>
Select State ▼	Select County ▼

- City of Metropolis – Board of Commisioners
- City of Metropolis Purchasing
- Metropolis Technical College

You have chosen **Metropolis Technical College** as your free agency.  
Add additional government agencies below for \$25 per County,  
Statewide and National subscriptions available.

My Subscriptions  [0]

**Nation (0)**

**States (0)**

**Counties (0)**

		Your Current Rate
<b>Total</b>	(0 subscriptions)	<b>\$0/year</b>

Proceed to Checkout

Skip for Now



**SIGN UP**

Visit [www.demandstar.com](http://www.demandstar.com)



2019 DemandStar® Corporation. All Rights Reserved.  
206.940.0305



# Responding to an Electronic Bid

5 Step Instructions

# Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a navigation menu with 'Bids' selected. Below the menu is a 'Bids' section with a 'Sort By' dropdown set to 'Due Date'. A list of bids is displayed, with the first bid highlighted. A red arrow points to the bid ID 'TSEBIDVINO24JAN01'.

Bid ID	Agency	Broadcast	Due	Planholders	Status
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	1/24/2020	3/1/2020	3	Active
AA-BB-CC-DD-EE	agency2.0, Texas, FL	2/4/2020	2/29/2020	0	Active
TESTBID	agency2.0, Texas, FL				Active

# Step 2

- Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations
- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

**TESTBID** Active

**Bid Details**

Agency Name: agencyLO  
Bid Writer: agencyLOd  
Bid ID: EBID-113486-0-2020-LO  
Bid Type: EBID - E-BID  
Broadcast Date: 02/08/2020 2:40 PM Eastern  
Fiscal Year: 2020  
Due: 02/28/2020 11:00 PM Eastern  
Bid Status Text: E-BID STATUS

**Scope of Work**

Scope to Work:

**Documents**

Filename	Type	Date Modified	Status
file	Attachment	02/08/2020	Complete

**Distribution Info**

Bid Bond: None  
Plan (Blueprint): None  
E-bidding: Submit  
Distributed By: Demandstar  
Distribution Method: Download and Mail  
Distribution Options: Bid has no blueprints associated with it  
Project Estimated Budget: \$120,000.00  
Distribution Notes: None

**Publications**

View Legal Aid

**Pre-Bid Conference**

No Pre-Bid Conference Date Found

**Commodity Code**

[001-946-00] FINANCIAL SERVICES

[Submit E-Bid Proposal](#)

# Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

**DEMANDSTAR** | Home > Bids > IES18B > My Bid Response | Robyn Gallardi | Save & Finish Later | Cancel

Coming Soon! Messages | Responses

Dashboard | Bids | Quotes | Activities | Messages

### Bid Details

Agency Name	agency2.0
Bid Number	EBID-123456-0-2020/AD
Bid Due Date	02/29/2020 (PST)
Bid Opening	23 days, 04 hours, 23 minutes, 54 seconds Remaining
Bid Name	TESTBID

### E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

### E-Bid Response

#### Contact Information

Company Name	Calgon Carbon Corporation
Address 1	P.O. Box 717
Address 2	(optional)
City	Pittsburgh
Country	United States of Ame...
State/Province	Pennsylvania
Postal Code	15230-0717
Phone Number	4127876810
Extension	Extension (optional)
Bid Amount	127,000 Invalid
Alternate Bid Amount	Alternate Bid Amount (optional)
Notes	For the full 6 month contract (optional)

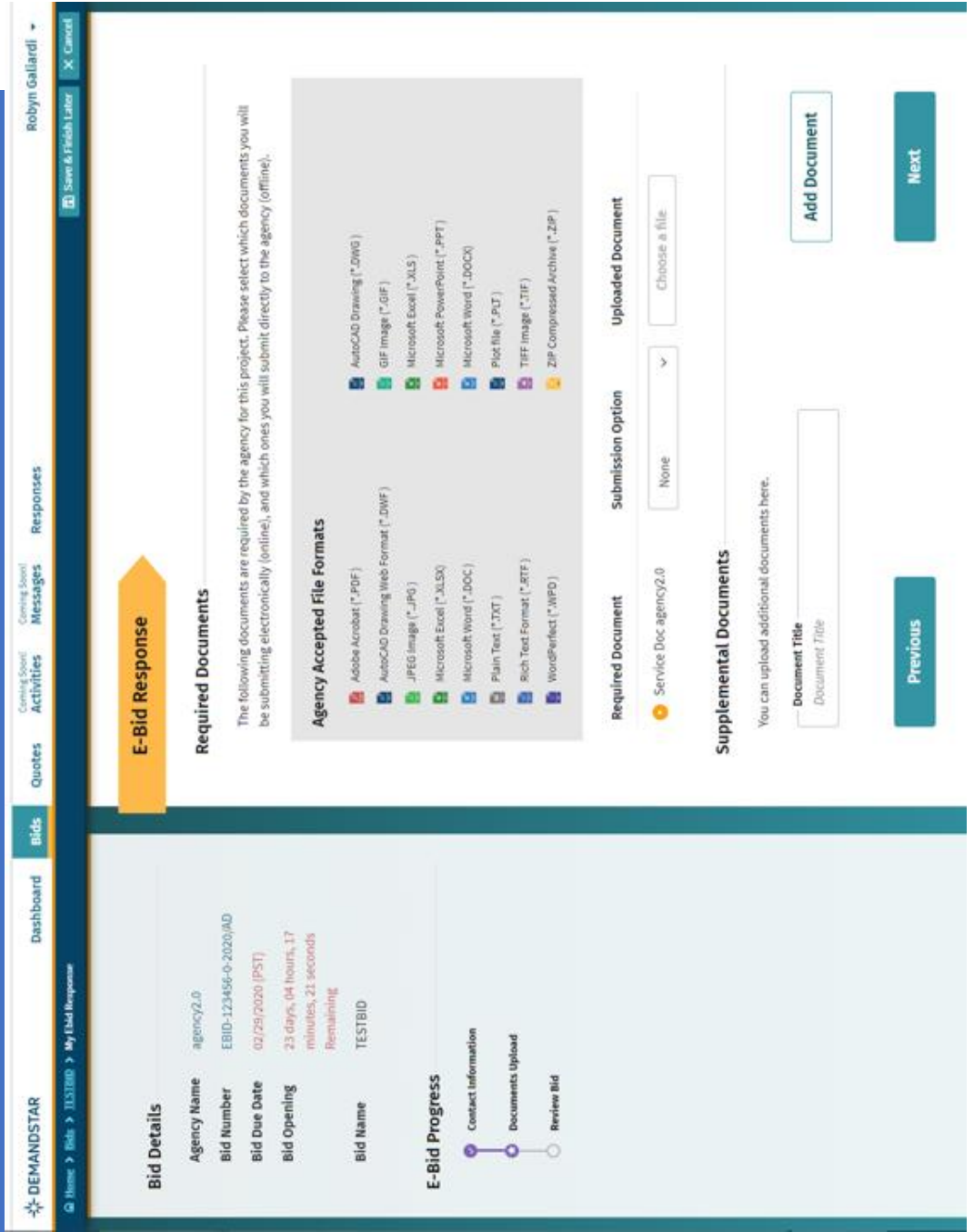
Next

# Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

**TIP:**

There is a place for you to add “Supplemental”, i.e. non-required, documents.



# Step 4 continued

**TIP:**  
There is a place for you to add  
“Supplemental”, i.e. non-required,  
documents.

### E-Bid Response

#### Bid Details

Agency Name	agency2.0
Bid Number	EE0-112408-0-0020(A0)
Bid Due Date	02/28/2025 (PST)
Bid Opening	13 days, 13 hours, 28 minutes, 21 seconds Remaining
Bid Name	TESTED

#### E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

#### Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

**Agency Accepted File Formats**

- Adobe Acrobat (\*.PDF)
- AutoCAD Drawing (\*.DWG)
- JPEG Image (\*.JPG)
- Microsoft Excel (\*.XLS)
- Microsoft PowerPoint (\*.PPT)
- Plain Text (\*.TXT)
- Rich Text Format (\*.RTF)
- WordPerfect (\*.WP2)
- AutoCAD Drawing (Web Format) (\*.DWB)
- JPEG Image (\*.JPE)
- Microsoft Excel (\*.XLSX)
- Microsoft Word (\*.DOCX)
- Plain Text (\*.TXT)
- Rich Text Format (\*.RTF)
- WordPerfect (\*.WP2)
- Autodesk Drawing (\*.DWT)
- GIS Image (\*.SIF)
- Microsoft Excel (\*.XLS)
- Microsoft PowerPoint (\*.PPT)
- Microsoft Word (\*.DOC)
- Portable Document Format (\*.PDF)
- TIFF Image (\*.TIF)
- ZIP Compressed Archive (\*.ZIP)

#### Required Documents

Required Document	Submission Option	Uploaded Document
Service Doc Agency 2.0	Electronic/Online	Service Doc Agency 2.0.PDF

#### Supplemental Documents

You can upload additional documents here.

Document Title	Submission Option	Uploaded Document
<input type="text"/>	Electronic/Online	Service Doc Agency 2.0.PDF
<input type="text"/>	Electronic/Online	References.PDF
<input type="text"/>	Online/Electronic	<input type="button" value="Choose a file"/>

# Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot shows the DEMANDSTAR interface for reviewing an E-Bid Response. The breadcrumb trail is: Home > Bids > 1131200 > My E-Bid Response. The user is logged in as Robyn Gallardi. The navigation menu includes: Dashboard, Bids, Quotes, Activities, Messages, Responses. The main content area is titled "Review Your E-Bid Response" and contains the following sections:

- Bid Details:**
  - Agency Name: agency216
  - Agency ID: EFD-1131200-0-2021040
  - Bid Number: 0225-2020-7071
  - Bid Due Date: 23 days, 04 hours, 10 minutes, 47 seconds remaining
  - Bid Operating: TESTED
  - Bid Name: TESTED
- E-bid Progress:** A flowchart showing the steps: Contact Information, Documents Upload, Review Bid.
- Contact Info:**
  - Company Name: Cogen Carbon Corporation
  - Address 1: P. O. Box 117
  - Address 2:
  - City: Pittsburgh
  - State: Pennsylvania
  - Country: United States of America
  - Postal Code: 15230-0717
  - Phone Number: 4127818110
  - Fax:
  - Bid Amount: 3127,000.00
  - Alternate Bid Amount:
  - Notes: For the full 6 month contract
- Agency Required Documents:** 1 item (See agency e-File/Electronic Online)
- Supplemental Documents:** 1 item (Attachments/Electronic Online)
- Instructions:**

After clicking "Submit Response" the following process will begin:

  - We will verify that your response is complete as entered.
  - You will see a confirmation page with your confirmation number and date/time stamp of your upload.
  - You will receive a confirmation e-mail indicating a successful response submitted.
  - You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (202) 340-3000.

Buttons: "Submit Response" (top right), "Previous" (bottom right), "Cancel" (top right), "Save & Finish Later" (top right).

This page  
intentionally left blank



## VENDOR REQUIREMENTS GUIDE

The purpose of this section is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

### When Providing A Quote Related To A Contract, Please Do The Following

- a. You must reference the contract number that is being utilized to develop the quote.
- b. You must remove any extraneous terms and conditions that are not related to the referenced contract on your quote.
- c. Remove any request for an authorized signature on the quote. A purchase order can be provided.
- d. If you are quoting prices based on a cost-plus contract, please show your  $\text{Cost} + \% \text{ of Markup} = \text{Total Cost}$ . This will help us verify that your pricing complies with the contract. We ask that you provide evidence of your cost (supplier invoice/receipt) using this model.
- e. If you are quoting prices based on a discount off list, please show  $\text{List Price} + \% \text{ Discount} = \text{Total Cost}$ . This will help us verify that your pricing complies with the contract and will provide evidence of the list price as well.
- f. If your quoted prices are based on a unit price contract, please ensure the pricing matches the contract.
- g. If permits are applicable, please be sure to include those costs on your quote.
- h. Please verify if freight is allowed, or not, before submitting your quote.
- i. Is installation applicable to the contract, or not? If not, please be sure to notate.
- j. When awarded a contract by the Town or the Town chooses to piggyback a contract, please inform all sales and accounting teams that the Town will be utilizing said contract.
- k. Please ensure all pricing is loaded into your information system.

### All Invoices To The Town **MUST** Include The Following Information Or It **WILL** Be Rejected.

- a. Must include a PO# when a purchase order has been provided.
- b. Must include a non-repetitive invoice number.
- c. Must show contract pricing, if applicable to a contract.
- d. No freight charges shall be included unless the contract provides for freight terms.
- e. All invoices shall be sent to the ordering department or division. This will help to expedite your payment process. Some departments have set up e-mail addresses to which invoices should be submitted. It is advisable to request such email address when speaking to the department you are doing business with.
- f. The Town's policy is to pay within 30 days; however, Florida Law is net 45 days from the receipt of a **proper** invoice.
- g. The Town is a Tax-Exempt entity therefore all sales tax shall be excluded.
- h. The Town will pay either by Purchasing Card (credit card) or Purchase Order/Invoice. The Town will not pay any convenience fees for Purchasing Card transactions. If it is your policy to charge transaction fees, you must request a PO before an order is placed.

### Packages And Deliveries

All packages must include the "ship to" address and contact information of the person who placed the order on the outside of the package. Without this information, the Town may be unable to verify delivery.

### Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.



# Conference Call/Online Meeting Instructions

## **Webex Event Instructions Link:**

[https://help.webex.com/en-us/kwmj5eb/Join-a-Cisco-Webex-Event#id\\_17240](https://help.webex.com/en-us/kwmj5eb/Join-a-Cisco-Webex-Event#id_17240)

## **WebEx Meeting Instructions Links**

(Click appropriate link for instructions)

Desktop: [https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id\\_134856](https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134856)

Mobile: [https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id\\_135069](https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135069)

Web: [https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id\\_135013](https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135013)

Phone Only: [https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id\\_134853](https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134853)