

**RESOLUTION NO. 2003-9**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A CONTRACT WITH MCF FRAMING FOR CONSTRUCTION OF FENCING AT THE SUNSHINE RANCHES EQUESTRIAN PARK; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO A CONTRACT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, the Town has funding for the construction of fencing at the Sunshine Ranches Equestrian Park; and

**WHEREAS**, the construction of the fencing is essential to continue development of the Sunshine Ranches Equestrian Park; and

**WHEREAS**, on November 1, 2002, the Town Administrator received bids for the construction of fencing from three (3) firms; and

**WHEREAS**, the Town Administrator has analyzed the proposals, discussed the proposals and recommends that a contract be prepared.

**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 the contract between the Town of Southwest Ranches and MCF Framing for the construction of fencing at the Sunshine Ranches Equestrian Park for a total cost of \$59,775.00.

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

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

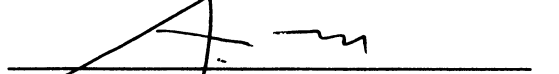
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Broward County, Florida, this 7<sup>th</sup> day of November 2002.

Mecca Fink  
Mecca Fink, Mayor

Attest:

  
Arielle Haze Wyner, Town Clerk

Approved as to Form and Correctness:

  
Gary A. Poliakoff, J. D., Town Attorney

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## **CONTRACT**

THIS IS A CONTRACT, by and between the TOWN OF SOUTHWEST RANCHES, a political subdivision of the State of Florida, hereinafter referred to as TOWN, and MCF FRAMING, hereinafter referred to as CONTRACTOR.

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All references to "days" in this Contract shall be interpreted to mean "consecutive calendar days" unless otherwise stated.

W I T N E S S E T H, that CONTRACTOR and TOWN, for the considerations hereinafter named, agree as follows:

### **ARTICLE 1**

#### **SCOPE OF WORK**

CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the work described in the Contract Documents including Plans, Specifications and Addenda thereto for the Project. The Work shall only be altered or modified from the Contract Documents as incorporated herein upon receipt of a written change directive or Change Order properly executed by the TOWN and CONTRACTOR. CONTRACTOR agrees to perform the Work in the most expeditious and economical manner consistent with the interests of the TOWN, and warrants that upon completion, the Work shall comply with any and all applicable national, state, county, municipal codes, ordinances and regulations including but not limited to the Florida Building Code, with Broward County Amendments ("Florida Building Code") and standards governing performance of similar Work performed in Broward County, Florida and in accordance with the Contract Documents.

### **ARTICLE 2**

#### **CONTRACT TIME**

2.1 CONTRACTOR shall be instructed to commence the Work by written instructions by TOWN Administrator through a Notice to Proceed. The Work to be performed under this Contract shall be commenced within 14 days after the Project Initiation Date specified in the Notice to Proceed. The Notice to Proceed will not be issued until

CONTRACTOR'S submission to TOWN Administrator of all required documents and after execution of the Contract by both parties. The receipt of all necessary permits by CONTRACTOR is a condition precedent to the issuance of a Notice to Proceed. CONTRACTOR warrants to the TOWN that it shall expeditiously apply for all building permits and shall thereafter, diligently and continuously perform such Work to achieve substantial and final completion. "Substantial Completion" of the Project shall be defined as the date upon which the last of all of the following events have occurred:

- (a) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (b) Restore all utilities to operation that have been affected during performance of the Work;
- (c) The Town or its designee has issued a Certificate of Substantial Completion.

2.2 Time is of the essence throughout this Contract. Contractor shall achieve Substantial Completion of the Work project within ninety (90) days from the Project Initiation Date specified in the Notice to Proceed. Final Completion of the Work project shall be achieved in accordance with Article 4 within thirty (30) days from the date of Substantial Completion.

2.3 CONTRACTOR shall furnish sufficient forces and equipment and shall Work such hours, including overtime operations, as may be necessary to ensure prosecution of the Work in accordance with the schedules submitted by CONTRACTOR to the TOWN. If CONTRACTOR falls behind the progress schedule, it shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of work within the project limits as may be required, at no additional cost to the TOWN.

2.4 In the event CONTRACTOR does not achieve Substantial Completion of the Work as set forth above, the parties hereto acknowledge that any delay beyond the scheduled completion date may cause grave injury and damage to TOWN by virtue of loss of use, additional consultant and administrative expenses, extension of overhead costs and otherwise. Accordingly, the calculation of the actual damages to TOWN would be uncertain and difficult if not impossible to determine. Consequently, if the Work has not been completed on or before the 90th day after the Commencement Date as established by the Notice to Proceed as referenced above, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the CONTRACTOR shall pay to the TOWN an amount equal to \$500.00 for each day or portion thereof, that the date of completion is later than the date for Substantial Completion set forth above. All such liquidated damage amounts, if any, shall be paid by CONTRACTOR to TOWN weekly, immediately upon each such failure of CONTRACTOR to comply with the

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Substantial Completion date set forth above. In the event the CONTRACTOR fails to make any one or more of the payments to TOWN as required under this Section, the TOWN shall have the right to deduct any and all such amounts from the next sequential progress payment and/or Final Payment, as described in Article 5 below. CONTRACTOR shall not be entitled to receive a bonus should Substantial Completion be achieved before the 90<sup>th</sup> calendar day after the Commencement Date.

2.5 The CONTRACTOR shall schedule and conduct weekly meetings with the TOWN, and appropriate Subcontractors and Consultants to discuss the status of the Work. The CONTRACTOR shall prepare and properly distribute meeting minutes to all attendees within forty-eight (48) hours from the conclusion of each meeting.

2.6 The CONTRACTOR shall provide weekly written reports to the TOWN as to the progress of all Work. The CONTRACTOR shall maintain a daily log containing a record of weather, subcontractors working on the site, the number of workers, equipment on site, Work accomplished, problems encountered and similar relevant data as the TOWN may reasonably require. The TOWN shall have access to the log and copies shall be promptly provided to the TOWN upon written request to the CONTRACTOR or as otherwise provided in this Contract.

### **ARTICLE 3**

#### **THE CONTRACT SUM**

3.1 TOWN shall pay to CONTRACTOR for the performance of the Contract, the total stipulated per unit price as defined in Exhibit "A" and CONTRACTOR assumes all risks and responsibilities for performing all Work for this amount ("Contract Sum"). The TOWN shall not be liable for any cost increases associated with labor or material that may arise during the performance of Work. In the event the cost of the Work exceeds the Contract Sum, CONTRACTOR shall pay such excess from its own funds and the TOWN shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Sum by written Change Order issued in accordance with the terms and conditions of this Contract. The quantities specified for each unit (lump sum and/or unit item) Work as described in "The Schedule Of Prices Bid – Fencing Project(s)" shall be specified for each project authorized and executed by TOWN and CONTRACTOR. To the extent that CONTRACTOR proceeds to perform unit price Work in excess of the quantities specified as described in "The Schedule Of Prices Bid – Fencing Project" without an executed written Change Order issued in accordance with this Contract, such Work shall be at CONTRACTOR's own risk at no charge to TOWN.

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- 3.2 Payment shall be at the unit price stated in the Contract. The Contract Sum shall constitute full compensation for all costs, including overhead and profit, supervision, equipment, expenses and costs, permit fees, inspection fees, and insurance premiums associated with completion of all the work in full conformity with the requirements as stated or shown, or both, in the Project Manual.

#### **ARTICLE 4**

##### **ACCEPTANCE AND PAYMENT**

- 4.1 CONTRACTOR may make Application for Payment for stored materials during the Project at intervals of not more than once a month. CONTRACTOR'S application shall be accompanied by receipt for said materials, a complete breakdown of the materials stored, the quantities delivered and the amount due, together with such supporting evidence as may be required by TOWN Administrator. CONTRACTOR shall submit with each application for Payment, partial release of liens relative to payment for the materials that are the subject of the Application. TOWN shall make payment to CONTRACTOR within fifteen (15) days after TOWN inspection and acceptance thereof.

The TOWN shall be entitled to withhold from each payment to CONTRACTOR ten (10%) percent of the amount requested, as retainage for completion of all Work pursuant to this Contract. Retainage shall be paid by TOWN to CONTRACTOR in accordance with Article 4, Acceptance And Payment.

Additionally, TOWN may withhold, in whole or in part, Payment under the same terms and conditions as set forth in Section 4.4 below

Upon receipt of written notice from CONTRACTOR that the Work is ready for final inspection and acceptance, TOWN Administrator shall, within five (5) days, make an inspection thereof. If TOWN Administrator finds the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Certificate Of Final Completion shall be issued by TOWN Administrator, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.

- 4.2 Before issuance of the Final Certificate For Completion, CONTRACTOR shall deliver to TOWN Administrator a complete release of all liens arising out of this contract, or receipts in full in lieu thereof; an Affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness

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connected with the work has been paid; TOWN must approve record drawings or as-built drawings identifying proper fence location per plans and specifications; and the final bill of materials, if required, and invoices. TOWN may withhold Payment under the same terms and conditions as set forth in Section 4.4 below.

- 4.3 Upon completion of all Work under this Contract and before Payment will be issued, the CONTRACTOR shall perform the following:
- (a) Deliver to the TOWN of all warranties, final certifications, and similar documents.
  - (b) Complete all punchlist Work.
  - (c) Complete final clean-up including adjustment areas leading to and from the areas where the Work has been performed are clean and have been accepted by the TOWN.
  - (d) Delivery to the TOWN Final Releases and Waivers of Lien from all CONTRACTOR's and subcontractors, laborers and materialmen.
  - (e) Execution of a Certificate of Final Completion by the Town or its designee.

- 4.4 Payment shall not be paid by TOWN to CONTRACTOR until all conditions outlined above in 4.3 have been satisfied. Neither the Payment nor any provision of the Contract Documents, nor partial or entire use of occupancy of the premises by the TOWN, shall constitute an acceptance of the Work not performed in accordance with the Contract Documents, or relieve the CONTRACTOR of liability in respect to any express warranties or responsibilities for any faulty materials or workmanship, which shall be replaced at NO EXTRA COST to the TOWN.

Additionally, TOWN may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on amount of:

- 4.4.1 Defective work not remedied.
- 4.4.2 Claims filed or reasonable evidence indicating probable filing of claims by TOWN and other parties against CONTRACTOR.
- 4.4.3 Failure of CONTRACTOR to make payments properly to subcontractors or for material or labor.
- 4.4.4 Damage to another CONTRACTOR not remedied.
- 4.4.5 Liquidated damages that have accrued.

- 4.5 If, after the Work has been Substantially Complete, Final Completion thereof is materially delayed through no fault of CONTRACTOR, TOWN Administrator shall,

and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing Payment, except that it shall not constitute a waiver of claims.

## **ARTICLE 5**

### **CONTRACT DOCUMENTS**

- 5.1 This Contract is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project which include all documents referenced in the Table Of Contents for the Project Manual including but not limited to the "Documents To Bidders, Bid/Tender Form, General Conditions and Technical Specifications.
- 5.2 Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.
- 5.3 This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not 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.

## **ARTICLE 6**

### **APPLICABLE LAW AND VENUE**

6.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction and venue of an appropriate Court of competent jurisdiction of the Seventeenth Judicial Circuit of Broward County, Florida. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF OR RELATING TO THIS PROJECT.** CONTRACTOR, pursuant to Section 23 of the General Conditions, shall specifically bind all subcontractors to the provisions of this Contract.

## **ARTICLE 7**

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**NOTICES**

7.1 Any notice required or given pursuant to or in relation to the Contract Documents shall be certified or registered mail, postage prepaid, return receipt requested, hand delivery, facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.f.t. as applicable), or via overnight express courier service, as follows:

As to the TOWN: John Canada, Town Administrator  
Town of Southwest Ranches  
6589 S. W. 160 Avenue  
Southwest Ranches, Florida 33331  
and

Steven B. Lesser, Esq.  
Becker & Poliakoff, P.A.  
3111 Stirling Road  
Fort Lauderdale, Florida 33312

As to the CONTRACTOR:

Ken Tafoya, President  
MCF Framing & Trim, Inc.  
P.O. Box 2388  
102900 Overseas Highway #3  
Key Largo, FL 33037

**ARTICLE 8**

**MISCELLANEOUS**

8.1 Where necessary to effectuate the intent of the parties, the agreements herein shall survive closing. This CONTRACT is personal to the TOWN and cannot be assigned by the CONTRACTOR without written approval of the TOWN. This Contract replaces any and all prior agreements or understandings between the parties hereto (whether written or oral) and cannot be modified except as a written document signed by the TOWN and the CONTRACTOR. The CONTRACTOR has the sole responsibility of proper construction of the project and is solely responsible for the safety or adequacy of any equipment, building components, scaffolding, sheathing, bracing, form or other Work as well as supervision. Design review or inspection conducted by the TOWN shall be for the benefit of the TOWN only and shall not relieve the CONTRACTOR of its responsibilities and/or undertaking with respect to this Contract.

**ARTICLE 9**

**MEDIATION**

9.1 The parties shall endeavor to resolve any and all claims arising from this Contract by mediation which, the parties will mutually agree to otherwise, shall be conducted pursuant to the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract (relative to Section 9 "Resolution Of Disputes" of the General Conditions), the request may be made concurrently with the filing of a legal or equitable proceedings, which shall be stayed pending the outcome of a mediation which will be completed within sixty (60) days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with construction experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

**ARTICLE 10**

**SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

- 10.1 CONTRACTOR, and any contractor contract it enters into for the Project, shall comply with COUNTY's Small Disadvantaged Business Enterprise (SDBE) Affirmative Action Program, set forth in Article XIV, Section 20-275, Broward County Code of Ordinances, requiring goals in all procurement activities at One Hundred and Fifty-Thousand Dollars (\$150,000) or above for construction services; and Fifty Thousand Dollars (\$50,000) or above in total contract value for all other goods and services.
- 10.2 TOWN and CONTRACTOR AGREE THAT PRIME AND SUBCONTRACT AWARDS TO small Disadvantaged Business Enterprises and Minority-Majority Joint Ventures are crucial to the achievement of the Project's SDBE participation goals. In an effort to assist in achieving the established goals for this Project, CONTRACTOR agrees to take affirmative actions to meet the current SDBE participation goals established.
- 10.3 This agreement has the following SDBE numerical goals:
- |                              |     |
|------------------------------|-----|
| Minority Business Enterprise |     |
| * Construction Services      | 15% |

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\*Other goods and services 5%  
(Participating Categories include African American, Asian/Native American, Hispanic, Women)

Total assigned SDBE goal for this agreement is 15%

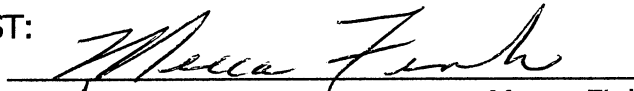
- 10.4 CONTRACTOR incorporates by Exhibit "D" the names, addresses, scope of work and dollar value of SDBE participation on the Schedule of SDBE Participation. CONTRACTOR understands that each minority and woman-owned firm utilized on the Project to meet Project goals must be certified by the Broward County Division of Equal Employment & Small Business Opportunity.
- 10.5 CONTRACTOR understands that it is the responsibility of the Contract Administrator and the Broward County Division of Equal Employment & Small Business Opportunity to monitor compliance with the SDBE requirements. In that regard, CONTRACTOR agrees to furnish quarterly reports to both parties on the progress of SDBE participation commencing with the end of the first quarter of this Agreement.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS agreement on the respective dates under each signature: TOWN OF SOUTHWEST RANCHES through its TOWN COUNCIL, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Council action on the 7<sup>th</sup> day of November, 2002 and Town of Southwest Ranches signing by and through its Mayor, duly authorized to execute same.

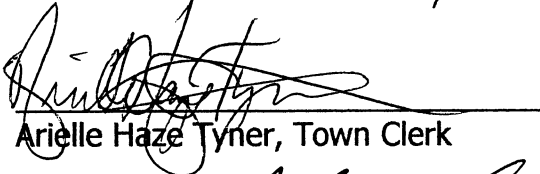
TOWN

TOWN OF SOUTHWEST RANCHES

ATTEST:



Mecca Fink, Mayor

  
Arielle Haze Tyner, Town Clerk

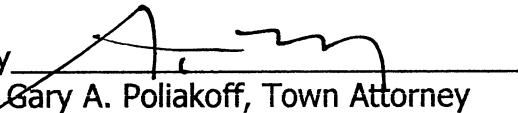
By



John Canada, Town Administrator

APPROVED AS TO FORM AND  
CORRECTNESS:

By

  
Gary A. Poliakoff, Town Attorney

CONTRACTOR

ATTEST:

Martie Tafoya  
Secretary

By [Signature]  
Kenneth J. TAFOYA  
PRESIDENT

(Corporate Seal)

(Type or Print Name/Title Signed Above)

19 day of NOVEMBER, 2002

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AC# 0537286

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ#L020819003

DATE	BATCH NUMBER	LICENSE NBR
08/19/2002	463356620	CBC055266

The BUILDING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2004

TAFOYA, KENNETH JAMES  
M C F FRAMING & TRIM INC  
PO BOX 2388  
KEY LARGO FL 33037

JEB BUSH  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KIM BINKLEY-SEYER  
SECRETARY

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONST INDUSTRY LICENSING BOARD SEQ# 010816007

DATE	BATCH NUMBER	LICENSE NBR
08/16/2001	01900192	QB -0004729

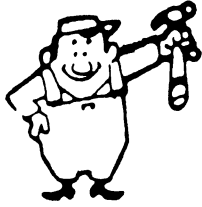
The BUSINESS ORGANIZATION  
Named below IS QUALIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2003  
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS THE  
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER,)

MCF FRAMING & TRIM INC  
130 OCEAN BAY DRIVE  
KEY LARGO FL 33037

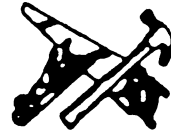
JEB BUSH  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KIM BINKLEY-SEYER  
SECRETARY



**MCF**  
**FRAMING & TRIM, INC.**  
 GENERAL CONTRACTOR  
 STATE CERTIFIED • CGC062399 • CBC055266

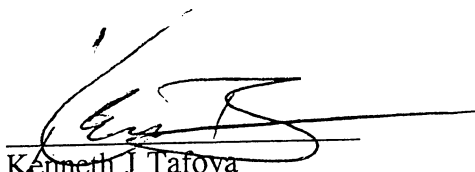


November 18, 2002

Town of Southwest Ranches  
 6589 SW 160 Ave  
 Southwest Ranches, FL 33331


To Whom it May Concern

Grayson Maule SS# 266-59-0624 is authorized to act as agent in any and all matters pertinent to the fence project, including but not limited to permitting, changes, project administration.

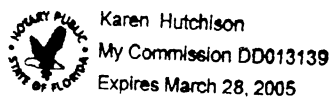
  
 Kenneth J Tafoya  
 Qualifer  
 MCF Framing & Trim, Inc.

STATE OF FLORIDA  
 COUNTY OF *MONROE*

Appeared before me Kenneth J Tafoya who is personally known to me and did not take an oath.

  
 Notary Public  
 11-19-02

My Commission Expires:



KEYS 305/451-4984 • FAX 305/451-5339 • BEEPER 800/613-1998  
 P.O. BOX 2388 • KEY LARGO, FL 33037

**CERTIFICATE OF INSURANCE**

**RECEIVED**

This certifies that  
 STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois  
 STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois  
 STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario  
 STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida  
 STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder: MCF Framing & Trim, Inc.  
 Address of policyholder: P.O. Box 2388, Key Largo, FL 33037-7388  
 Location of operations: Same  
 Description of operations: Contractor

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
98-NB-4938-2	Comprehensive Business Liability	3/11/02	3/11/03	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage				Each Occurrence \$ 500,000.00 General Aggregate \$ 1,000,000.00 Products - Completed Operations Aggregate \$ 1,000,000.00
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	(Combined Single Limit)
	Workers' Compensation and Employers Liability			Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
621-5382-59	Automobile	9/11/02	3/11/03	500/500/50
D96 7389-59	Automobile	08/26/02	02/26/03	500/500/50
DO6 3763	Automobile	6/27/02	12/27/02	500/500/50

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

Town of Southwest Ranches  
 6589 S.W. 160<sup>th</sup> Ave  
 Southwest Ranches, FL 33331

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

*Tim Hewett*  
 Signature of Authorized Representative  
 Agent: \_\_\_\_\_ Title: \_\_\_\_\_ Date: 11/21/02

Agent's Code Stamp  
 Tim Hewett Insurance Agency Inc 2775  
 AFO C 26 Broward Co B F602  
 A118196

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>						DATE 11/20/2002												
<b>PRODUCER:</b> BOUCHARD INSURANCE, INC. 101 STARCREST DRIVE PO BOX 6090 CLEARWATER, FL 33758-6090 PHONE: 727-447-6481 FAX: 727-449-1267			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.															
<b>INSURED:</b> FIRST FINANCIAL EMPLOYEE LEASING 3745 TAMiami TRAIL PORT CHARLOTTE, FL 33952 PHONE: 941-625-7141			INSURERS AFFORDING COVERAGE NAIC #															
			INSURER A: AMERICAN CASUALTY COMPANY OF READING, PA															
			INSURER B:															
			INSURER C:															
			INSURER D:															
			INSURER E:															
<b>COVERAGES</b>																		
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																		
INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$												
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$												
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTOS ONLY: EA ACC \$ AGG \$												
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBE UNDER SPECIAL PROVISIONS BELOW	WC194263450	2/4/2002	2/4/2003	<table border="1" style="font-size: x-small; width: 100%;"> <tr> <td style="text-align: center;">X</td> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td>\$1000000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$1000000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$1000000</td> </tr> </table>	X	WC STATUTORY LIMITS	OTHER		E.L. EACH ACCIDENT	\$1000000		E.L. DISEASE - EA EMPLOYEE	\$1000000		E.L. DISEASE - POLICY LIMIT	\$1000000
X	WC STATUTORY LIMITS	OTHER																
	E.L. EACH ACCIDENT	\$1000000																
	E.L. DISEASE - EA EMPLOYEE	\$1000000																
	E.L. DISEASE - POLICY LIMIT	\$1000000																
		OTHER	FAX 954-434-1490 AND 305-451-5339															
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS: COVERAGE APPLIES ONLY TO THOSE EMPLOYEES LEASED TO BUT NOT SUBCONTRACTORS OF MCF FRAMING & TRIM CLIENT # 1533 ADD ON DATE 2/4/01																		

**CERTIFICATE HOLDER**

TOWN OF SOUTHWEST RANCHES  
 ATTN: BUILDING DEPARTMENT  
 3586 SW 160 AVE  
 SOUTHWEST RANCHES, FL 33331

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.





BID/TENDER FORM

Submitted: 11/05/02  
Date

Town of Southwest Ranches  
3111 Stirling Road  
Fort Lauderdale, FL 33312

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

The Bidder further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the work is to be done; that it has examined the Project Manual and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that it has satisfied itself about the work to be performed; and that it has submitted the required Bid Guaranty and the Small Disadvantaged Business Enterprise forms (if required) and all other required information with the bid.

The Bidder agrees, if this bid is accepted, to contract with TOWN of Southwest Ranches, a political subdivision of the State of Florida, on the form attached hereto, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by this bid and other Contract Documents for the project entitled:

The Bidder also agrees to furnish the required certificate(s) of Insurance.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the TOWN. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

Acknowledgement is hereby made of the following addenda (identified by number) received since issuance of the Project Manual:

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The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder: GRAYSON MAULE

City/State/Zip: DAVIE FL 33325

Telephone No.: 954-444-3044

Social Security No. or Federal I.D. No.: 266-59-0624

If a partnership, names and addresses of partners:

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(Sign below if not incorporated)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRAYSON MAULE  
(Type or Print Name of Bidder)

*Grayson Maule*  
(Signature)

GRAYSON W. MAULE  
(Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST:

\_\_\_\_\_  
Secretary

(Corporate Seal)

\_\_\_\_\_  
(Type or Print Name of Corporation)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Type or Print Name Signed Above)

Incorporated under the laws of the State of: \_\_\_\_\_

*Done 11/5*

Bid No. \_\_\_\_\_  
 Date: 11/5/02

**REVISED SCHEDULE OF PRICES BID - BASE BID**  
**EQUESTRIAN PARK**

**BASE BID** (As per technical specifications and drawings, prices bid should provide for all labor, services, equipment, supplies, and materials to construct the itemized improvements. Where there are references to "COUNTY", they shall now refer to "TOWN".)

ITEM	DESCRIPTION	QTY.	UNIT	UNIT	AMOUNT
1	Heavy Duty Vinyl Fence, White (Alternate 1)	5500	L.F.	\$ <u>9.35</u>	\$ <u>51,425.00</u>
2	Heavy Duty Vinyl Fence, White (Alternate 2)	5500	L.F.	\$ <u>8.30</u>	\$ <u>45,650.00</u>
3	Light Duty Vinyl Fence, White (Alternate 3)	5500	L.F.	\$ <u>7.90</u>	\$ <u>43,450.00</u>
4	Light Duty Vinyl Fence, White (Alternate 4)	5500	L.F.	\$ <u>7.55</u>	\$ <u>41,525.00</u>
5	Single Leaf Gate, galvanized tube with white or tan "powder coat" or approved equal finish (4' at Show Ring)	2	EACH	\$ <u>215.00</u>	\$ <u>430.00</u>
6	Single Leaf Gate, heavy duty vinyl, White (4' at Playground)	2	EACH	\$ <u>275.00</u>	\$ <u>550.00</u>
7	Single Leaf Gate, heavy duty vinyl, White (6' at Perimeter)	7	EACH	\$ <u>250.00</u>	\$ <u>1750.00</u>
8	Single Leaf Gate, galvanized tube with white or tan "powder coat" or approved equal finish (8' at Trail Entrance)	1	EACH	\$ <u>280.00</u>	\$ <u>280.00</u>
9	Single Leaf Gate, galvanized tube with white or tan "powder coat" or approved equal finish (8' at Show & Practice Rings)	3	EACH	\$ <u>280.00</u>	\$ <u>840.00</u>
10	Single Leaf Gate, galvanized tube with white or tan "powder coat" or approved equal finish (12' at Show & Practice Rings)	2	EACH	\$ <u>330.00</u>	\$ <u>660.00</u>
11	Double Leaf Gate, heavy duty vinyl, White (12' at Playground)	1	EACH	\$ <u>550.00</u>	\$ <u>550.00</u>
12	Double Leaf Gate, galvanized tube with white or tan "powder coat" or approved equal finish (24' at Roadway)	1	EACH	\$ <u>675.00</u>	\$ <u>675.00</u>
13	Fence Removal	450	L.F.	\$ <u>2.00</u>	\$ <u>900.00</u>
14	Additional work to construct fence (Along East Property Line)	1	L.S.	\$ <u>3750.00</u>	\$ <u>3750.00</u>

Name of Bidder GRAYSON MAULE (MCF FRAMING)

Bid No. \_\_\_\_\_  
Date: 11/5/02

**REVISED SCHEDULE OF PRICES BID - ALTERNATE BID FOR COLOR SELECTION**  
**EQUESTRIAN PARK**

**BASE BID** (As per technical specifications and drawings, prices bid should provide for all labor, services, equipment, supplies, and materials to construct the itemized improvements. Where there are references to "COUNTY", they shall now refer to "TOWN".)

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Heavy Duty Vinyl Fence, Tan (Alternate 1)	5500	L.F.	<u>\$ 10.15</u>	<u>\$ 55,825.00</u>
2	Heavy Duty Vinyl Fence, Tan (Alternate 2)	5500	L.F.	<u>\$ 8.95</u>	<u>\$ 49,225.00</u>
3	Light Duty Vinyl Fence, Tan (Alternate 3)	5500	L.F.	<u>\$ 8.50</u>	<u>\$ 46,750.00</u>
4	Light Duty Vinyl Fence, Tan (Alternate 4)	5500	L.F.	<u>\$ 8.25</u>	<u>\$ 45,375.00</u>
5	Single Leaf Gate, heavy duty vinyl, Tan (4' at Playground)	2	EACH	<u>\$ 290.00</u>	<u>\$ 580.00</u>
6	Single Leaf Gate, heavy duty vinyl, Tan (6' at Perimeter)	7	EACH	<u>\$ 265.00</u>	<u>\$ 1855.00</u>
7	Double Leaf Gate, heavy duty vinyl, Tan (12' at Playground)	1	EACH	<u>\$ 580.00</u>	<u>\$ 580.00</u>

Name of Bidder GRAYSON MAULE (MCF FRAMING)

Bid No. \_\_\_\_\_  
Date: 11/05/02

**REVISED SCHEDULE OF PRICES BID - ALTERNATES**  
**VARIOUS FENCE PROJECTS**

**ALTERNATES** (As per technical specifications and drawings, prices bid should provide for all labor, services, equipment, supplies, and materials to construct the itemized improvements. Where there are references to "COUNTY", they shall now refer to "TOWN".)

ITEM	DESCRIPTION	UNIT	UNIT	UNIT
* 1	Horse Wire Fence (Alternate 1)	L.F.	\$ <u>6.50</u>	_____
2	Vinyl Coated Chain Link Fence (Alternate 2)	L.F.	\$ _____	_____
3	Aluminized Chain Link Fence (Alternate 3)	L.F.	\$ _____	_____
4	4' Single Leaf Gate, Chain link	EACH	\$ _____	_____
5	6' Single Leaf Gate, Chain link	EACH	\$ _____	_____
6	8' Single Leaf Gate, Chain link	EACH	\$ _____	_____
7	12' Single Leaf Gate, Chain link	EACH	\$ _____	_____
8	24' Double Leaf Gate, Chain link	EACH	\$ _____	_____

Name of Bidder GRAYSON MAULE / MCF FRAMING

\* PRICE PER FOOT IS ALLOWING FOR 1 BRACE EVERY 300'  
ADDITIONAL BRACES FOR: GATE OPENINGS AND OR CORNERS  
OR ANY DIRECTIONAL CHANGES ARE EXTRA COST OF  
\$95.00 EACH THAT INCLUDES BRACE POST, BRACE WIRE, AND  
LABOR TO INSTALL.

**STANDARD FORM**  
**CONSTRUCTION CONTRACT DOCUMENTS**

**PROJECT MANUAL FOR THE FOLLOWING PROJECT:**

**Fencing Project(s)**

**Town of Southwest Ranches**

NOTICE TO BE DISPLAYED IN TOWN ADMINISTRATORS OFFICES

NOTICE FOR BIDS

Competitive sealed bids for selling and delivering all necessary labor, materials, equipment, and services for the completion of the work, including installation of materials, supplies and equipment sold and delivered to TOWN of Southwest Ranches for the construction of Fencing Project(s). These project(s) are to be bid to include all components necessary for a complete project, including, but not limited to, payment for all permits, fees, etc. Any aspect of this project, which may be implied or referred to, is included within project scope as included as an integral aspect of the project and included within the bid price. Bids will be received by the TOWN of Southwest Ranches until 3:00 p.m. on November 1, 2002, at which time bids will be publicly opened and read in the offices of the TOWN Administrator, 6589 S. W. 160 Avenue, Southwest Ranches, Florida 33331.

There shall be a Mandatory Prebid Meeting on October 22, 2002 at 10:00 A.M. at 6589 S. W. 160 Avenue.

The Project Manual is open to public inspection at the offices of the TOWN of Southwest Ranches, 6589 S. W. 160 Avenue, Southwest Ranches, Florida 33331. A copy may be obtained by e-mail or from the TOWN of Southwest Ranches website: [www.southwestranches.org](http://www.southwestranches.org).

A full Project Manual and specifications may be obtained at the TOWN of Southwest Ranches office located at 6589 S. W. 160 Avenue, Southwest Ranches, Florida 33331.

A Performance Bond and a Payment Bond will not be required.

The Council of the TOWN of Southwest Ranches reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids. No Bidder may withdraw its bid within ninety (90) days after the actual date of opening thereof.



MEDIA ADVERTISEMENT

TOWN OF SOUTHWEST RANCHES

INVITATION TO BID

Competitive sealed bids for selling and delivering all necessary labor, materials, equipment, and services for the completion of the work, including installation of materials, supplies and equipment sold and delivered to TOWN of Southwest Ranches for the construction of Fencing Project(s). These project(s) are to be bid to include all components necessary for a complete project, including, but not limited to, payment for all permits, fees, etc. Any aspect of this project, which may be implied or referred to, is included within project scope as included as an integral aspect of the project and included within the bid price. Bids will be received by the TOWN of Southwest Ranches until 3:00 p.m. on November 1, 2002, at which time bids will be publicly opened and read in the offices of the TOWN Administrator, 6589 S. W. 160 Avenue, Southwest Ranches, Florida 33331.

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A full Project Manual and specifications may be obtained at the TOWN of Southwest Ranches office located at 6589 S. W. 160 Avenue, Southwest Ranches, Florida 33331.

The TOWN reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids.

## General Instructions to Bidders

1. General: The following instructions and those set forth herein are given for the purpose of guiding Bidders in properly preparing their bids. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions.
2. Scope of Work: The Work set forth within these bid documents includes the furnishing of all labor, materials, equipment services and incidentals for the Fencing Project
3. Location of Work: Sunshine Ranches, various fencing project(s)
4. Abbreviations and Symbols: The abbreviations used throughout the Contract Documents are defined hereinafter in the Technical Specifications.
5. Process: All construction shall conform to the construction plans, specifications and contract documents.
6. Award: Upon award of bid, the contractor may be required to attend a pre-construction meeting. The time, date and place of the meeting shall be set by the Town.
7. Town reserves the right to:
  - a. Reject any and all bids
  - b. Delete any portion of the project
  - c. Waive formalities in any bid
  - d. Extend the project within the limits of the items involved

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DEFINITIONS

1. Definitions

Whenever the following terms or pronouns in place of them appear in the Project Manual, the intent and meaning shall be interpreted as follows:

- 1.1. Bidder: Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.2. Council: The Council of the TOWN of Southwest Ranches, Florida, its successors and assigns.
- 1.3. Change Order: A written document ordering a change in the Contract Sum or Contract Time or a material change in the Work. All Change orders with a value of \$25,000 or more shall be approved in advance by the TOWN of Southwest Ranches. All Change Orders with a value of less than \$25,000 may be approved in advance by TOWN Administrator.
- 1.4. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to the Contract Time and liquidated damages.
- 1.5. Contract Administrator: The TOWN Administrator of the Town of Southwest Ranches.
- 1.6. Contract Documents: The Project Manual including drawings (plans) and specifications, the Notice for Bids, the Addenda to the Project Manual, the Bid, Tender Form; the record of the Contract award by Council, the Contract, any additional documents the submission of which is required by this Project Manual, the Notice of Award, the Notice(s) to Proceed, and the Purchase Order are the documents which are collectively referred to as the Contract Documents.
- 1.7. Contract Sum: The amount established in Article 3 of the Contract, as may be amended by Change Order.
- 1.8. Contract Time: The time between commencement and Final Completion, including any milestone dates thereof, established in Article 2 of the Contract, as may be amended by Change Order.
- 1.9. CONTRACTOR: The person, firm, or corporation with whom TOWN has contracted and who is primarily liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or

control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR.

- 1.10 DAYS: As referenced throughout the Contract Documents shall be interpreted to mean consecutive calendar days unless otherwise stated.
- 1.11. TOWN or Owner: TOWN of Southwest Ranches, Florida, the public body, agency or instrumentality which is a party hereto and for which this Contract is to be performed. In all respects hereunder, TOWN'S performance is pursuant to TOWN'S position as the owner of a construction project. In the event TOWN exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to TOWN'S authority as a governmental body and shall not be attributable in any manner to TOWN as a party to this Contract.
- 1.12. Field Order: A written order which orders minor changes in the Work in accordance with the General Conditions but which does not involve a change in the Contract Sum or Contract Time.
- 1.13. Final Completion: The date certified by CONTRACTOR in the Certificate Of Final Completion upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; and to the best of CONTRACTOR's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents including all Punchlist Work.
- 1.14. Payment: The Contract Sum paid to Contractor once Final Completion has been achieved in accordance with the Contract Documents.
- 1.15. Inspector: An authorized representative of TOWN assigned to make necessary inspections of the work performed by CONTRACTOR.
- 1.16. Material: Materials incorporated in this Project, or used or consumed in the performance of the work.
- 1.17. Notice to Proceed: A written notice to CONTRACTOR authorizing the commencement of Work.
- 1.18. Plans and/or Drawings: The official graphic representations of this construction project which are a part of the project Manual.



- 1.19. Project: The "Fencing " project(s) as described in the Contract Documents, including all associated Work.
- 1.20. Project Initiation Date: The date upon which the Contract Time commences.
- 1.21. Project Manual: The official documents setting forth bidding information and requirements; contract forms, bonds, and certificates; general and supplementary conditions of the Contract Documents; the specifications; and the plans and drawings of a construction project.
- 1.22. Subcontractor: A person, firm or corporation having a direct contract with CONTRACTOR including but not limited to one who furnishes material worked to a special design according to the Project Manual for this Work, but does not include one who merely furnishes material not so worked.
- 1.23. Substantial Completion: The date certified by TOWN or its designee when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work is complete in accordance with the Contract Documents, with the exception of Punchlist Work.
- 1.24. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR'S obligations. The Work may constitute the whole or a part of the Project.

## INSTRUCTIONS TO BIDDERS

1. Examination of Contract Documents and Site: It is the responsibility of each Bidder before submitting a Bid, to:
  - 1.1. Examine the Contract Documents thoroughly,
  - 1.2. Take into account federal, state and local laws and regulations that may affect costs, progress, performance or furnishing of the Work,
  - 1.3. Study and carefully correlate Bidder's observations with the Contract Documents, and
  - 1.4. Notify of all conflicts, errors or discrepancies in the Contract Documents of which Bidder knows or reasonably should have known.

The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2. Interpretations: Only questions answered by written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions about the meaning or intent of the Contract Documents are to be directed in writing. Interpretations or clarifications considered necessary by in response to such questions will be issued by TOWN by means of Addenda mailed or, delivered to all parties recorded as having received the Bidding Documents. Written questions should be received no less than five (5) days prior to the date of the opening of Bids. However, there is no obligation on the part of TOWN or to respond to questions received less than five (5) days prior to bid opening.
3. Submitting Bids: All bids must be received at the office of the TOWN of Southwest Ranches, 6589 S. W. 160 Avenue, Southwest Ranches, Florida 33331, before the time and date specified for bid opening, enclosed in a sealed envelope, legibly marked on the outside:  
  
BID FOR: Fencing Project(s)
4. Printed Form of Bid: All bids must be made upon the blank bid tender form attached hereto and should give the price in strict accordance with the instructions thereon; The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.

5. Acceptance or Rejection of Bids: TOWN reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within ninety (90) days after bid opening date. A Bidder may not withdraw its bid before the expiration of ninety (90) days from the date of bid opening. A Bidder may withdraw its bid after the expiration of ninety (90) days from the date of bid opening by delivering written notice of withdrawal to the TOWN Administrator prior to award of the Contract by the Council.
6. Determination of Award: Except where TOWN exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by TOWN to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates as TOWN determines to be in its own best interests depending upon whichever is applicable to the particular bid. These Contract Documents may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's regulations and TOWN'S regulations, the more stringent regulations concerning the determination for award shall apply.
7. Bidder/Contractor: An interim performance evaluation of the successful Bidder/Contractor may be submitted by the TOWN Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Payment to the Contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the TOWN Administrator who shall provide a copy to the successful Bidder/Contractor. Said evaluation(s) may be used by the TOWN as a factor in considering the responsibility of the successful Bidder/Contractor for future bids with the TOWN.
8. Contract Sum: The Contract Sum is to include the furnishing of all labor, supervision, materials, equipment including tools, services, permit fees, insurance premiums, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the Contract Documents. The cost of any item(s) of Work not covered by a definite unit price or lump sum price in the Contract shall be interpreted as included in the Contract unit price or lump sum price set forth in the Contract to which the item(s) is most applicable.
9. Postponement of Date for Presenting and Opening of Bids: TOWN reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to give at least seven (7) days written notice of any such postponement to each prospective Bidder.

10. Qualifications of Bidders: Bids shall be considered only from firms normally engaged in performing the type of work specified within the Contract Documents. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to TOWN. In determining a Bidder's responsibility and ability to perform the Contract, TOWN has the right to investigate the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder and the Bidder's record with environmental regulations.
11. Addenda and Modifications: TOWN shall make reasonable efforts to issue addenda within five (5) days prior to bid opening. All addenda and other modifications to the construction documents made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Project Manual.
12. Environmental Regulations: TOWN reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination in the opinion of TOWN. Bidder shall submit with its Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify TOWN immediately of notice of any citation or violation which Bidder may receive after the Bid or Proposal opening.

BID/TENDER FORM

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

Town of Southwest Ranches  
3111 Stirling Road  
Fort Lauderdale, FL 33312

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

The Bidder further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the work is to be done; that it has examined the Project Manual and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that it has satisfied itself about the work to be performed; and that it has submitted the required Bid Guaranty and the Small Disadvantaged Business Enterprise forms (if required) and all other required information with the bid.

The Bidder agrees, if this bid is accepted, to contract with TOWN of Southwest Ranches, a political subdivision of the State of Florida, on the form attached hereto, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by this bid and other Contract Documents for the project entitled:

The Bidder also agrees to furnish the required certificate(s) of Insurance.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the TOWN. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

Acknowledgement is hereby made of the following addenda (identified by number) received since issuance of the Project Manual:

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The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Social Security  
No. or Federal I.D. No.: \_\_\_\_\_

If a partnership, names and addresses of partners:

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(Sign below if not incorporated)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST:

\_\_\_\_\_  
Secretary

(Corporate Seal)

\_\_\_\_\_  
(Type or Print Name of Corporation)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Type or Print Name Signed Above)

Incorporated under the laws of the State of: \_\_\_\_\_

COUNTY LICENSES, PERMITS AND FEES

Pursuant to the Public Bid Disclosure Act, EACH LICENSE, PERMIT OR FEE A CONTRACTOR WILL HAVE TO PAY THE COUNTY BEFORE OR DURING CONSTRUCTION OR THE PERCENTAGE METHOD OR UNIT METHOD OF ALL LICENSES, PERMITS AND FEES REQUIRED BY THE COUNTY AND PAYABLE TO THE TOWN BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT IS AS FOLLOWS:

Licenses, permits and fees which may be required by the State of Florida, State Agencies or by other local Governmental entities are not included in the above list.

1. Occupational licenses from Broward firms will be required to be submitted within 15 days of notification of intent to award.
2. Occupational licenses will be required Pursuant to Chapter 205.065 Florida Statutes.
3. The above language supersedes applicable language in Section 00510 of CAF 9/28/93