

**RESOLUTION NO. 2009 - 030**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH MIGUEL LOPEZ, JR., INC. TO PROVIDE ROADWAY AND TRAFFIC SIGNAGE MAINTENANCE SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on August 19, 2008, in furtherance of the town's Procurement Code, the Town published an invitation to bid (ITB) seeking qualified firms for Roadway and Traffic Signage Maintenance Services; and

**WHEREAS**, on September 09, 2008, the Town received two (2) responses to its invitation to bid; and

**WHEREAS**, on September 11, 2008, the Town's Selection and Negotiations Committee (SNC), at an advertised public hearing, reviewed and ranked the two (2) responses; and

**WHEREAS**, on October 02, 2008, the Town Council approved the SNC's recommendation and directed the Interim Town Administrator and Town Attorney to enter into negotiations with Miguel Lopez, Jr., Inc., and to bring back and agreement for the Town Council's approval; and

**WHEREAS**, the Town and Miguel Lopez, Inc. are desirous of formalizing their relationship through a formal agreement.

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

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

**Section 2.** The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Miguel Lopez, Jr., Inc., in substantially the same form as that attached hereto as Exhibit "A," for Roadway and Traffic Sign Maintenance Services.

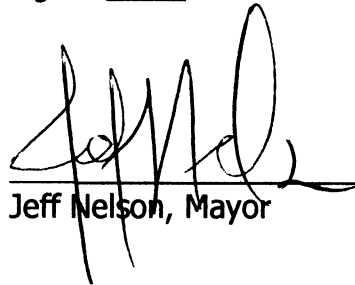
**Section 3.** The Town Council hereby authorizes the Mayor, Interim Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions and/or deletions, which they deem necessary and proper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

**Section 4.** This Resolution shall take effect immediately upon its adoption.

**PASS AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 11<sup>th</sup> day of December 2008, on a motion by Vice Mayor Steve Breitkreuz and seconded by Council Member Aster Knight.

Nelson	<u>Y</u>
Breitkreuz	<u>Y</u>
Fisikelli	<u>Y</u>
Knight	<u>Y</u>
McKay	<u>Y</u>


Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

  
\_\_\_\_\_  
Jeff Nelson, Mayor

ATTEST:

  
\_\_\_\_\_  
Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Poliakoff, J.D., Town Attorney  
FTL\_DB: 1156348\_1\_

**AGREEMENT BETWEEN**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  
**MIGUEL LOPEZ JR., INC.**  
**FOR ROADWAY AND TRAFFIC SIGNAGE MAINTENANCE**  
**SERVICES**

## **Agreement for Roadway and Traffic Signage Maintenance Services**

**THIS IS AN AGREEMENT** made and entered into by and between the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as "TOWN" and Miguel Lopez Jr., Inc., hereinafter referred to as "SERVICE PROVIDER".

**WHEREAS**, on April 23, 2008, in furtherance of the Town's Procurement Code, the Town published a legal advertisement for Requests for Bids (RFB) seeking qualified vendors to provide Roadway and Traffic Signage Maintenance Services; and

**WHEREAS**, on June 4, 2008, the Town received one (1) response to its RFB; and

**WHEREAS**, on July 10, 2008 and pursuant and pursuant to Resolution No. 2008-079, the Town Council approved the recommendation of the SNC to reject the sole bid and to analyze alternative scenarios; and

**WHEREAS**, Town Administration further refined the scope of services required by the Town; and

**WHEREAS**, on August 19, 2008, in furtherance of the Town's Procurement Code, the Town published an Invitation to Bid (ITB) seeking qualified vendors to provide Roadway and Traffic Signage Maintenance Services; and

**WHEREAS**, on September 9, 2008 the Town received two (2) responses to its ITB; and

**WHEREAS**, on September 11, 2008, the Town's SNC, at a publicly advertised meeting, reviewed and ranked the two (2) responses; and

**WHEREAS**, on October 2, 2008, pursuant to Resolution No. 2009-008, the Town Council determined that the recommendation and ranking of the SNC is in the best interests of the Town; and

**WHEREAS**, the Town is desirous of entering into an agreement with Miguel Lopez Jr., Inc. for Roadway and Traffic Signage Maintenance pursuant to the terms set forth below.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual terms and conditions herein, the TOWN and SERVICE PROVIDER hereby agree as follows:

### **Section 1: Intent and Scope of Services**

**1.1** The above recitals are true and correct and incorporated herein as if set forth in full hereunder.

**1.2** Upon execution of this Agreement the SERVICE PROVIDER shall immediately commence the performance of the duties and responsibilities as defined and described in the Invitation to Submit Proposal and proposal submitted attached to this Agreement as Exhibit "1", and incorporated herein by reference.

**1.3** Services shall only be provided based upon a written request (a "Work Order") for service, which shall be executed by the Town Administrator or his designee in advance of SERVICE PROVIDER providing any services for the TOWN (hereinafter the services to be provided within the Work Order shall be referred to as the "Work"). In general, the Work shall include, but shall not be limited to, roadway signs, pavement repairs, pavement construction, guardrail construction and repairs, miscellaneous drainage, maintenance of traffic signs, and other miscellaneous work as described in Exhibit "1". All Work performed by SERVICE PROVIDER without an executed Work Order shall be performed at SERVICE PROVIDER'S sole cost and expense and SERVICE PROVIDER shall not be entitled to receive any compensation for the Work provided.

**1.4** All services rendered pursuant to this Agreement by SERVICE PROVIDER shall be performed in accordance with the applicable standard of care for persons and or entities performing these types of services for municipalities in Broward County, Florida. SERVICE PROVIDER shall perform such services in accordance with all applicable codes, ordinances, rules, laws, and regulations governing these services as well as the provisions of the Exhibit "1", which are incorporated into this Agreement.

### **Section 2: Compensation**

For the first year of this Agreement, SERVICE PROVIDER shall render all services to the TOWN at an amount not to exceed the amount described in the bid evaluation attached to this Agreement, and incorporated herein as Exhibit "2". Thereafter, SERVICE PROVIDER and the TOWN shall negotiate in writing all

service fees on an annual basis. Any annual fee that increases beyond five (5) percent per annum shall require the approval of the Town Council.

TOWN shall not be liable for any cost increases or escalation associated with labor or materials that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Exhibit "2", Service Provider shall pay such excess from its own funds, and TOWN shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Work Order pursuant to any written change order duly executed by TOWN and SERVICE PROVIDER in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.

### **Section 3: Method of Payment**

TOWN and SERVICE PROVIDER agree the payment to SERVICE PROVIDER shall only become due in accordance with the requirements of this Agreement:

(a) upon delivery of bi-monthly invoices to the TOWN; and

(b) verification by TOWN that services have been provided by SERVICE PROVIDER in accordance with the requirements of the Work Order and this Agreement.

Payment shall be made within fifteen business (15) days of the verification by the TOWN that that the services have been provided.

Ten percent (10%) of each invoice may be withheld by the TOWN until completion of entire Work Order.

### **Section 4: Effective Date & Term**

This Agreement shall become effective on the last date of execution by either of the Parties to this Agreement. The Agreement shall be effective for three (3) years and the TOWN reserves the right to extend the Agreement for two additional two (2) year terms, provided that both parties agree that all the terms, conditions and specifications remain the same and the extension is approved in writing by the Town Administrator.

### **Section 5: SERVICE PROVIDER'S Responsibilities**

#### **5.1 Supervision and Work Procedures**

**5.1.1** SERVICE PROVIDER shall supervise and direct the Work, using the SERVICE PROVIDER's best skill and attention. The SERVICE PROVIDER shall be solely responsible for and have control over the Work and for coordinating all portions of the Work under the Work Order, unless the Work Order specifically provides otherwise.

**5.1.2** SERVICE PROVIDER shall be responsible to the TOWN for acts and omissions of the SERVICE PROVIDER's employees, subcontractors and its agents, and for anyone else performing the Work or portions of the Work on SERVICE PROVIDER's behalf.

**5.1.3** SERVICE PROVIDER shall not be relieved of any obligation specified in the Work Order, unless an amended Work Order is issued and executed by the TOWN to the contrary.

**5.1.4** SERVICE PROVIDER shall be required to inspect all portions of the Work to ensure that the Work is being performed in accordance with the Work Order, and in accordance with Section 1.4 above.

## **5.2 Signatory**

**5.2.1** All written communications to the TOWN shall be signed by the individual whose name appears on this Agreement.

## **5.3 Communication**

**5.3.1** SERVICE PROVIDER shall employ and shall maintain at all times supervisory personnel who can effectively communicate with the TOWN. The TOWN shall have the right to determine whether the supervisory personnel's ability to communicate is effective, and to require alternate supervisory personnel, if necessary.

## **5.4 Emergency Situations**

**5.4.1** SERVICE PROVIDER shall furnish the TOWN the name(s) and local telephone number(s) of supervisory persons who are available 24 hours per day, 7 days a week (including holidays) in the event of an emergency.

## **5.5 Telephone, Facsimile and E-mail Address**

**5.5.1** SERVICE PROVIDER, through the course of the Agreement shall maintain and shall provide the TOWN with its e-mail address, a local telephone number to its office and upon initiation of a Work Order, the name and number of its Work

site personnel. SERVICE PROVIDER through the course of this Agreement shall maintain the use of a facsimile machine at its office with a local number, and shall provide the TOWN with the fax number for same.

## **5.6 Labor and Materials**

**5.6.1** Unless otherwise provided in the Work Order to the contrary, SERVICE PROVIDER shall provide and shall pay for all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution, maintenance and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**5.6.2** SERVICE PROVIDER shall enforce strict discipline and good order among the SERVICE PROVIDER's employees, subcontractors, if accepted by the TOWN, and all other persons carrying out this Agreement. SERVICE PROVIDER shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

## **5.7 Warranty**

**5.7.1** SERVICE PROVIDER warrants to the TOWN that the materials and the equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Work Order; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Work Order, and industry standards. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Upon request of the TOWN, SERVICE PROVIDER shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the TOWN's name and for its sole benefit.

## **5.8 Taxes**

**5.8.1** SERVICE PROVIDER shall be solely responsible to pay any and all sales, consumer, use and all other taxes for Work or portions thereof provided to SERVICE PROVIDER.

## **5.9 Permits, Fees, Licensing and Notices**

**5.9.1** Unless the Work Order specifies to the contrary, SERVICE PROVIDER shall assume full duty, obligation, and expense for securing all governmental permits, licenses, inspections and insurance as may be applicable and necessary for the performance of the Work.



**5.9.2** Unless the Work Order specifies to the contrary, SERVICE PROVIDER shall be responsible for payment of all permit fees, licenses, inspections and insurance as may be applicable and necessary for the performance of the Work.

**5.9.3** SERVICE PROVIDER shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

**5.9.4** If SERVICE PROVIDER observes that any portion of the Work Order is at variance with any applicable laws, statutes, ordinances, building codes, or rules and regulations, SERVICE PROVIDER shall promptly provide written notice to the TOWN of the necessary changes. The necessary changes shall be made by the appropriate modification document.

**5.9.5** If SERVICE PROVIDER performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, or rules and regulations without such notice to the TOWN, the SERVICE PROVIDER shall assume full responsibility for such Work and shall bear the attributable costs.

**5.9.6** SERVICE PROVIDER shall be required to furnish a copy of all licenses, certificates of competency or other licensure requirements necessary to practice its profession as required by Florida State Statute, South Florida Building Code, Broward County, or Town of Southwest Ranches, prior to the execution of this Agreement.

## **5.10 Superintendent**

**5.10.1** SERVICE PROVIDER shall employ a competent Superintendent who shall be in attendance at the Work site during performance of the Work. The Superintendent shall represent the SERVICE PROVIDER, and communications given to the Superintendent shall be as binding as if given to the SERVICE PROVIDER. All communications shall be confirmed in writing. The name of the Superintendent and telephone number shall be supplied to the TOWN in writing prior to the commencement of the Work.

## **5.11 Documents and Samples at the Site**

**5.11.1** SERVICE PROVIDER shall maintain at the Work site, a copy of the Work Order, and as may be applicable, drawings, specifications, addenda, change orders, approved shop drawings, product data, samples, and similar required submittals.

## **5.12 Use of Site**

**5.12.1** SERVICE PROVIDER shall confine operations at the site to areas permitted by law, ordinances, permits and the Work Order and shall not unreasonably encumber the Work site with materials or equipment.

**5.12.2** SERVICE PROVIDER shall maintain the Work site in a safe manner and shall take extreme care to avoid attractive nuisances and hazards to the public. The Work area shall be secured from unauthorized and/or inadvertent entry at all times.

**5.12.3** SERVICE PROVIDER shall be permitted to store materials limited to this Project only on the Work site. Materials for SERVICE PROVIDER's other projects shall not be permitted at the Work site. All materials stored at the Work site by the SERVICE PROVIDER shall be in a safe manner and not obstructing the use of the site.

## **5.13 Cleaning Up**

**5.13.1** SERVICE PROVIDER shall keep the Work Site and the surrounding area free from accumulation of waste materials or rubbish caused by the Work. At completion of the Work SERVICE PROVIDER shall remove all items from and around the Work site, including but not limited to, waste materials, rubbish, tools, equipment, machinery and surplus materials, and shall leave the site in a clean and safe condition.

**5.13.2** If SERVICE PROVIDER fails to clean up the Work site, as described in Section 5.13.1 above, the TOWN may do so and the cost thereof shall be charged to the SERVICE PROVIDER.

**5.13.3** SERVICE PROVIDER shall be required to dispose of its own solid waste and shall be responsible for the safe, neat and secure on-site retention of waste, solid or otherwise, generated during the course of performance of the Work. In the event the TOWN removes such waste, the cost thereof shall be charged to the SERVICE PROVIDER.

## **5.14 Payment & Completion Bonds**

**5.14.1** TOWN shall require SERVICE PROVIDER to furnish a completion bond in the amount of 50% of the total Work Order price, when such Work Order price is \$50,000 or greater, with the TOWN as the obligee, as security for the payment of all persons performing labor or furnishing materials in connection therewith

and to guarantee the completion of the Work. The bonds shall be with a surety company authorized to do business in the State of Florida.

### **Section 6: Relationship and Performance**

All Work to be performed pursuant to this Agreement shall be performed by the SERVICE PROVIDER and no work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator. SERVICE PROVIDER shall perform all of the Work enumerated in this Agreement solely as an independent contractor, and not as an employee of TOWN. SERVICE PROVIDER shall be responsible for directing its efforts to the manner and means of accomplishing the Work to be performed here under by SERVICE PROVIDER.

Neither SERVICE PROVIDER nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either SERVICE PROVIDER or TOWN based upon this Agreement.

### **Section 7: Safety Precautions**

SERVICE PROVIDER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work provided pursuant to the Agreement, in order to prevent damage, injury or loss to, including but not limited to:

- (1) all employees performing the Work and other persons who may be affected thereby,
- (2) all materials and equipment to be incorporated therein, and
- (3) other property at the site or adjacent thereto. SERVICE PROVIDER shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property in order to provide protection from damage, injury or loss.

### **Section 8: Indemnification**

To the fullest extent permitted by law, SERVICE PROVIDER shall indemnify and hold harmless the TOWN, its officers, agents, and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees at all tribunal levels, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the SERVICE PROVIDER and persons

employed or utilized by the SERVICE PROVIDER in the performance of the Work under this Agreement.

SERVICE PROVIDER agrees to be fully responsible for acts and omissions of its respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

SERVICE PROVIDER shall defend any action or proceeding brought against it pursuant to this Agreement and shall be individually responsible for all of its respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.

SERVICE PROVIDER agrees to indemnify, defend, protect same and hold TOWN harmless from and against any and all costs, losses, liability and expense arising in connection with any liability claim, threatened claim, action, lawsuit or any other matter which TOWN would be required to reply and/or defend in the performance of their respective obligations under this Agreement.

SERVICE PROVIDER shall indemnify and save harmless the TOWN from claims of any nature arising out of unlawful or actionable employment and labor practices including, but not limited to, claims under the Florida and Federal Civil Rights Act, Age Discrimination Employment Act, Americans with Disability Act, Federal Wage and Hours Laws and the State and Federal Fair Housing Acts. The foresaid indemnification only applies to the extent that the costs, expenses or damages exceed monies covered by insurance.

The parties hereto acknowledge the mutual exchange of receipts and adequacy of specific consideration in the amount of One Hundred (\$100.00) Dollars for the indemnification provided herein. The provisions of this section shall survive the expiration of earlier termination of this Agreement.

The foregoing obligations of the SERVICE PROVIDER are in addition to his other obligations under this Agreement. This provision shall survive the termination or expiration of the Agreement.

## **Section 9: Insurance**

**9.1** Workers' Compensation Insurance: SERVICE PROVIDER to provide for all employees workers compensation insurance in compliance with the Worker's Compensation Law of the State of Florida.

**9.2** Comprehensive General Liability Insurance: SERVICE PROVIDER to provide comprehensive general liability with minimum limit of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:

(a) Premises and/or Operations;

(b) Independent Contractors;

(c) Broad Form Property;

(d) Contractual;

(e) Personal injury; and

(f) Products/Completed.

**9.3** Automobile Liability Insurance: SERVICE PROVIDER to provide automobile liability insurance to cover any auto with a limit of coverage of at least One Million (\$1,000,000.00) Dollars per occurrence.

**9.4** SERVICE PROVIDER shall provide to TOWN a certificate of Insurance and a copy of required insurance policies as required by Section 8 of this Agreement. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of said policy.

**9.5** If the initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished at least thirty (30) days prior to the date of their expiration.

**9.6** Notice of Cancellation and/or Restriction--The Policy(ies) must be endorsed to provide TOWN with at least thirty (30) days notice of cancellation and/or restriction.

**9.7** SERVICE PROVIDER shall furnish to the TOWN Administrator Certificates of Insurance or endorsements evidencing the insurance Coverage and the insurance policies specified above prior to the execution of the Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement. Approval of the insurance for the coverage amounts set forth herein shall not relieve or decrease the liability of the SERVICE PROVIDER in any way. Certificates of Insurance shall contain transcripts of the policies authenticated by the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, and the location of the office where communications and notices to and from the insurer shall be issued. SERVICE PROVIDER shall provide a per project endorsement acceptable to the TOWN.

**9.8** Upon execution of this Agreement, SERVICE PROVIDER shall submit to TOWN copies of its certificate(s) of insurance evidencing the required coverages and specifically providing that the Town of Southwest Ranches be names as "additional insured" with respect to the required coverages and the operation of SERVICE PROVIDER under this agreement.

**9.9** Cessation of Insurance - All insurance coverage required under this section shall remain in full force and effect for, at least, five (5) years after the termination, cancellation or expiration of this Agreement.

**9.10** The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance documentation.

**9.11** These insurance requirements shall not relieve or limit the liability of SERVICE PROVIDER. TOWN does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect SERVICE PROVIDER's interests or liabilities but are merely minimum requirements established by the Town Administrator. TOWN reserves the right to require any other insurance coverage that TOWN deems necessary depending upon the risk of loss and exposure to liability .

**9.12** All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

**9.13** SERVICE PROVIDER shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance.

**9.14** The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which TOWN is named as an additional named insured shall not apply to TOWN. TOWN shall use its best efforts to provide written notice of occurrence within thirty (30) working days of TOWN's actual notice of such event.

### **Section 10: Notice**

Whenever either party desires to give notice unto the other, such notice shall be sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

Bert Wrains, Interim Town Administrator  
Town Administrator  
6589 S. W. 160 Avenue  
Southwest Ranches, FL 33331

Keith M. Poliakoff Esq.  
Becker & Poliakoff, P.A.  
3111 Stirling Road  
Fort Lauderdale, Florida 33312

For SERVICE PROVIDER:  
Miguel Lopez, Jr. Inc.,  
7711 NW 74th Avenue  
Suite # 3  
Medley, FL 33166  
PH# 305-884-0767 / 954-749-7234  
FAX# 305-884-0642

### **Section 11: Termination**

**11.1** This Agreement may be terminated by either party upon not less than five (5) days written notice should the other party fail, in a material way, to perform in accordance with the terms of this Agreement and through no fault of the party initiating the termination. The five (5) day notice shall serve as a period to enable the breaching party to cure the alleged breach that served as the basis

for the declaration of termination. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement.

**11.2** Termination of the Agreement by TOWN pursuant to Section 11.1 of this Agreement shall include, but not be limited to, failure of SERVICE PROVIDER to (a) properly or timely perform the Work Order, (b) failure to continuously perform the Work Order in a manner that will meet or accomplish the objectives of the Work Order and this Agreement or (c) any material breach of any of the provisions of this Agreement.

**11.3** This Agreement may be terminated for convenience by TOWN upon not less than thirty (30) day's written notice provided to SERVICE PROVIDER.

**11.4** In the event that this Agreement is terminated, SERVICE PROVIDER shall be paid ONLY for Work performed and approved by the TOWN as of the date of this Agreement is terminated and no other compensation or damages shall be recovered. Upon being notified of TOWN'S election to terminate, SERVICE PROVIDER shall refrain from performing further Work or incurring additional expenses.

## **Section 12: Change Orders and Modification of Agreement**

TOWN and SERVICE PROVIDER may request changes that would increase, decrease or otherwise modify the Work Order to be provided under this Agreement. Such changes must be made by a written Change Order executed by the parties, with the same formality and of equal dignity associated with the original execution of this Agreement.

## **Section 13: No Waiver of Rights**

Neither the TOWN'S review, approval or payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the SERVICE PROVIDER shall be and remain liable to the TOWN in accordance with the applicable law for all damages to the TOWN caused by the negligence of SERVICE PROVIDER (or his agent) or any person or subcontractor SERVICE PROVIDER has designated in the completion of the Work furnished under the Agreement. The rights and remedies of the TOWN provided for under this Agreement are in addition to other rights and remedies provided by law.

TOWN's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement to TOWN. A waiver of any breach of a provision of this Agreement to TOWN shall not be deemed a



waiver of any subsequent breach by SERVICE PROVIDER and shall not be construed to be a modification of the terms of this Agreement.

**Section 14: Resolution of Disputes. Jurisdiction. Venue and Attorney's Fees**

**14.1** To prevent litigation, it is agreed by the parties hereto that TOWN Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement and fulfillment of this Agreement as to the character, quality, amount and value of any services provided or work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Agreement by SERVICE PROVIDER. The Town Administrator's decision shall be reduced to writing and a copy furnished to the SERVICE PROVIDER within a reasonable time following submission to the TOWN of the question, claim, difficulty or dispute as referenced above. The TOWN Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.

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

**14.3** 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 exclusive jurisdiction and exclusive venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit in and for Broward County, Florida.

**14.4** The TOWN and SERVICE PROVIDER are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and SERVICE PROVIDER resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorneys fees and costs incurred at the trial level and on appeal.

**Section 15: No Assignment**

This Agreement is personal to TOWN and SERVICE PROVIDER and this Agreement cannot be assigned by the SERVICE PROVIDER without written

approval of TOWN which consent shall not be unreasonably withheld. The TOWN reserves the right in the event SERVICE PROVIDER cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the contract

### **Section 16: Copyrights and Patent Rights**

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

### **Section 17: No Amendment Or Waiver**

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

### **Section 18: Time is of the Essence**

Time is of the essence for this Agreement. The parties agree that the time for performance may be reasonably extended for matters outside the control of the respective parties. Where necessary to effectuate the intent of the parties, the terms of the Agreement shall survive completion of the Project. This Agreement shall be construed under the laws of the State of Florida regardless of where executed by either party.

### **Section 19: Default Provision**

In case of default by SERVICE PROVIDER, the TOWN may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

### **Section 20: Written Agreement**

This Agreement is binding upon the parties hereto, their successors and assigns and replaces any and all prior agreements or understanding between the parties hereto (whether written or oral) and cannot be modified except in a written document signed by TOWN and SERVICE PROVIDER. This Agreement is the joint product of the parties and shall not be more strictly construed against any party to this Agreement.

### **Section 21: Joint Preparation**

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

### **Section 22: Entire Agreement**

This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous Agreements and representations whether written or oral.

### **Section 23: Non-Discrimination**

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

**23.2** SERVICE PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

### **Section 24: Public Entity Crimes**

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform work as a SERVICE PROVIDER, supplier, or subcontractors, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being

placed on the convicted vendor list. Violation of this section by SERVICE PROVIDER shall result in TOWN's immediate termination of this Agreement.

### **Section 25: Further Assurances**

TOWN and SERVICE PROVIDER agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

### **Section 26: Professional Assurances**

SERVICE PROVIDER shall perform all services under this Agreement in accordance with the highest standard of care used by similarly situated SERVICE PROVIDERS, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession.

### **Section 27: Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

### **Section 28: Severability**

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case anyone or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby, and the remaining provisions shall continue to be effective unless TOWN or SERVICE PROVIDER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the court determination becomes final. For the purpose of this section, "final" shall mean the expiration of time within which to file and appeal or the conclusion of any appellate proceedings and the granting of an order. In such and event,

TOWN and SERVICE PROVIDER agree to cooperate fully with the other to effectuate a smooth transition of services.

**Section 29: Survivability**

**Section 8 of this Agreement entitled "Indemnification"; Section 9 of this Agreement entitled "Insurance"; Section 14 of this Agreement entitled Resolution of Disputes, Jurisdiction, Venue and Attorneys' Fees"; and Section 25 of this Agreement entitled "Further Assurances" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.**

**Section 30: Representation of Authority**

The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

**Section 31: Compliance with Laws**

SERVICE PROVIDER shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

**Section 32: Performance**

SERVICE PROVIDER represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

**Section 33: Governing Law**

The validity of the Agreement and the Interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.

### **Section 34: Remedies for Breach**

Should SERVICE PROVIDER fail to perform, TOWN shall notify SERVICE PROVIDER in writing of such failure to perform and SERVICE PROVIDER shall have thirty (30) days of receiving such notice to cure such failure. If SERVICE PROVIDER is unable to cure such failure to perform then TOWN shall receive a refund equal to the actual cost of a third party to cure such failure. The TOWN may sue for damages in circuit court. If TOWN fails, refuses or is unable to perform then TOWN shall pay for services rendered as of the date of termination. Nothing herein shall be construed as precluding the TOWN's right to terminate for Convenience with a ninety (90) day written notice.

### **Section 35: Attorney's Fees**

If this matter is placed in the hands of an Attorney for collection, or in the event suit or action is instituted to enforce any of the terms or conditions of this agreement, the losing party shall pay to the prevailing party, in such suit or action in both trial court and appellate court, together with reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

### **Section 36: Miscellaneous**

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

**36.2 Audit and Inspection Rights and Retention of Records.** TOWN shall have the right to audit the books, records and accounts of SERVICE PROVIDER that are related to this Agreement. SERVICE PROVIDER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. SERVICE PROVIDER shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for

a minimum period of five (5) years after termination or expiration of this Agreement, unless SERVICE PROVIDER is notified in writing by TOWN of the need to extend the retention period. Such retention of such records and documents shall be at SERVICE PROVIDER's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to SERVICE PROVIDER's records, SERVICE PROVIDER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by SERVICE PROVIDER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

In addition, SERVICE PROVIDER shall respond to the reasonable inquiries of successor SERVICE PROVIDER's, and allow successor SERVICE PROVIDER's to receive working papers relating to matters of continuing significance.

In addition, SERVICE PROVIDER shall provide a complete copy of all working papers to the TOWN, prior to final payment by the TOWN under this Agreement.

**36.3 Conflicts.** Neither SERVICE PROVIDER nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with SERVICE PROVIDER's loyal and conscientious exercise of judgment related to its performance under this Agreement.

SERVICE PROVIDER agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, SERVICE PROVIDER agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude SERVICE PROVIDER or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

**36.4 Contingency Fee.** SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SERVICE PROVIDER, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**36.5 Drug-Free Workplace.** SERVICE PROVIDER shall maintain a drug-free workplace.

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

**36.7 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36.8 Truth-in-Negotiation Certificate.** Signature of this Agreement by SERVICE PROVIDER shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

**[Signatures on Following Page]**



IN WITNESS THEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS agreement on the respective dates under each signature: MIGUEL LOPEZ JR., INC. through its president, duly authorized to execute same and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor authorized to execute same by Council action on the 11<sup>th</sup> day of December, 2008.

**WITNESSES:**

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

**SERVICE PROVIDER:  
MIGUEL LOPEZ JR., INC.**

By: \_\_\_\_\_  
Miguel Lopez Jr., President  
\_\_\_\_ day of \_\_\_\_\_, 2008

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Jeff Nelson, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2008

**ATTEST:**

\_\_\_\_\_  
Susan A. Owens, CMC, Town Clerk

By: \_\_\_\_\_  
Bert Wrains, Interim Town Administrator  
\_\_\_\_ day of \_\_\_\_\_, 2008

**APPROVED AS TO FORM:**

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

Exhibit "1"

**TOWN OF SOUTHWEST RANCHES  
BROWARD COUNTY, FLORIDA**

**INVITATION TO BID (ITB) FOR  
ROADWAY & TRAFFIC SIGNAGE  
MAINTENANCE SERVICES**



**Opening Date/Time: Tuesday, September 9, 2008, at 2:00PM**  
**Submit To: Susan A. Owens, CMC, Town Clerk**  
**6589 SW 160 Avenue**  
**Southwest Ranches, FL 33331**

**Mayor Mecca Fink • Vice Mayor Jeff Nelson**  
**Council Member Steve Brettkreuz • Council Member Aster Knight • Council Member Don Maines**

TOWN OF SOUTHWEST RANCHES, FLORIDA

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ROADWAY & TRAFFIC SIGNAGE MAINTENANCE SERVICES

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BID SET & DOCUMENTS

TOWN OF SOUTHWEST RANCHES BID NO: 2008-539-001

AUGUST 2008

**TOWN OF SOUTHWEST RANCHES  
FLORIDA  
ROADWAY & TRAFFIC SIGNAGE MAINTENANCE SERVICES**

**CONTRACT DATA**

**Contact Title:** Roadway & Traffic Signage Maintenance Services

**Contract Number:** Town Bid No. 2008-539-001

**Contract Address:** 6589 SW 160<sup>th</sup> Avenue  
Southwest Ranches, FL 33331

**Contract Owner:** Town of Southwest Ranches

**Town Council:** Mecca Fink, Mayor  
Jeff Nelson, Vice Mayor  
Steve Breitkreuz, Council Member  
Aster Knight, Council Member  
Don Maines, Council Member

**Owner's Representative:** Christopher J. Russo  
Town Administrator  
6589 SW 160<sup>th</sup> Avenue  
Southwest Ranches, FL 33331  
Phone: 954 434 0008  
Fax: 954 434 1490

**Contract Manager:** Malini Siew-Narine  
Supervisor  
Public Works Division  
6589 SW 160<sup>th</sup> Avenue  
Southwest Ranches, FL 33331  
Phone: 954 434 0008 ext. 220  
Fax: 954 434 1490

**Contract Consultant:** Javier Rodriguez, PE  
Town Engineer  
R. J. Behar & Company, Inc.,  
6861 SW 196 Avenue  
Suite 302  
Pembroke Pines, FL 33332  
Phone: 954 680 7771  
Fax: 954 680 7781

**END OF CONTRACT DATA**

TOWN OF SOUTHWEST RANCHES  
FLORIDA  
ROADWAY & TRAFFIC SIGNAGE MAINTENANCE SERVICES .

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TOWN OF SOUTHWEST RANCHES  
FLORIDA  
ROADWAY & TRAFFIC SIGNAGE MAINTENANCE SERVICES

**TOWN OF SOUTHWEST RANCHES**

**PUBLIC NOTICE OF INVITATION TO BID**

Sealed bids will be received at the Office of the Town Clerk, Town of Southwest Ranches, 6589 SW 160<sup>th</sup> Avenue, Southwest Ranches, Florida, 33331 until 2:00 P.M., Tuesday, September 09, 2008, at which time they will be opened and read for:

**ROADWAY AND TRAFFIC SIGNAGE MAINTENANCE SERVICES  
BID NO.: 2008-539-001**

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance, which for the purposes of this bid, shall include roadway signs, pavement repairs, pavement construction, guardrail construction and repairs, miscellaneous drainage, maintenance of traffic, and other miscellaneous work as described in the scope of services

There is no pre-bid conference. Please call (954) 434-0008 to request a copy of the Bid Specifications.

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

The Town will complete a Bid Award analysis that will look for any unbalanced bids to ensure that unit prices are within industry standards and that the Bidders are not charging excessive unit prices for those items the Town will utilize the most.

Christopher J. Russo  
Town Administrator

**GENERAL CONDITIONS & INSTRUCTIONS TO THE BIDDERS**

TOWN OF SOUTHWEST RANCHES  
FLORIDA  
ROADWAY & TRAFFIC SIGNAGE MAINTENANCE SERVICES

**BONDING REQUIREMENTS:**

The bidder, in submitting this bid, must include a 5% bid bond for the total cost of the bid. Such bond may be in the form of a certified or cashier's check or approved bid bond in the amount of 5% of the total amount of the bid based on a one (1) year cost (First year).

**PAYMENT BONDS:**

The Town of Southwest Ranches shall require the successful bidder to furnish a payment bond in the amount of 50% of the total bid price, not to exceed One Hundred Thousand Dollars (\$100,000) for a one (1) year maintenance cost (first year), with the Town of Southwest Ranches as the obligee, as security for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida. Should the Town decide to suspend or discontinue this requirement, the successful bidder shall deduct all premiums for said bonds for the affected contract period.

**PRE-BID CONFERENCE:**

**There is NO pre-bid conference.** No pleas of ignorance by the bidder of conditions that exist, or that may hereinafter exist as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the contract documents, will be accepted as basis for varying the requirements of the Town of Southwest Ranches or the compensation of the vendor.

**BID ALTERNATE OPTION:**

The contractor shall provide a bid response for the add alternative provided. However, The Lowest Responsive Bidder will be determined on the basis of the Base Bid only. The Town, solely at its discretion, may exercise the option to include the add alternate bid to the scope of this project.

**1.1 PURPOSE OF BID:** The Town of Southwest Ranches intends to secure a source of

TOWN OF SOUTHWEST RANCHES  
FLORIDA  
ROADWAY & TRAFFIC SIGNAGE MAINTENANCE SERVICES

supply (s) and labor at the lowest responsive and responsible price. The Town reserves the right to award the bid considered to best serve the Town's interests.

**1.2 BIDDER WARRANTY:** Bidder warrants that the prices, terms and conditions quoted in the bid will be firm for a period of 365 days from the date of the bid opening unless otherwise stated by the bidder. Incomplete, unresponsive, irresponsible, vague, and ambiguous responses to the Invitations to Bid will be cause for rejection, as determined by the Town.

**1.3 CONVICTED VENDOR:** Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida Statutes -"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.107, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list".

**1.4 QUESTIONS PERTAINING TO BID:** Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail, facsimile or E-mail and directed to Susan Owens, Town Clerk, Town of Southwest Ranches, 6589 SW 160<sup>th</sup> Avenue, Southwest Ranches, FL, 33331. Fax number is (954) 434-1490. E-mail address is [sowens@southwestranches.org](mailto:sowens@southwestranches.org) The Bid Title/number shall be referenced on all correspondence and in the subject section of the email. All questions must be received no later than seven (7) calendar days prior to the scheduled bid opening date. All responses to questions/clarifications will be sent to all prospective bidders either electronically, in writing, by mail, by facsimile or in the form of an addendum, if applicable. **NO QUESTIONS WILL BE RECEIVED VERBALLY, AND/OR IN WRITING, AFTER THE DEADLINE.**

**1.5 TAXES:** Bidder should not include taxes in prices bid. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.



TOWN OF SOUTHWEST RANCHES  
FLORIDA  
ROADWAY & TRAFFIC SIGNAGE MAINTENANCE SERVICES

**2.1: SUBMISSION OF BIDS:** It is the responsibility of the Bidder to ensure that the Bid reaches the Office of the Town Administrator on or before the closing hour and date shown on the public notice to Bidders.

**2.2: BID FORMS:** Bidders must use the Bid form(s) furnished by the Town. Failure to do so may cause the Bid to be rejected. Removal or replacement of any of the Bid proposal documents may invalidate the Bid.

**2.2.1:** Bids having an erasure or corrections must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten or filled in with ink. No submissions in pencil will be accepted.

**2.3: MISTAKE:** If there is a discrepancy in the unit and extended prices, the unit prices(s) will prevail and the extensions adjusted to coincide. Bidders are responsible for checking their calculations. Failure to do so will be at the bidder's risk, and errors will not release the bidder from his responsibility as noted herein.

**2.4: GUARANTIES:** No guarantee or warranty is given or implied by the Town as to the total amount that may or may not be purchased from any resulting contract or award. These quantities are for bidding purposes only and will be used for tabulation and presentation of the Bid. The Town reserves the right to reasonably increase or decrease quantities as required.

**2.5: DELIVERY:** All items shall be delivered F.O.B. destination (i.e. at a specific Town of Southwest Ranches address), and delivery costs and charges (if any) will be included in the Bid price.

**3.1: LIABILITY, INSURANCE, LICENSING & PERMITS:** Where bidders are required to enter onto Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Bid award, the bidder will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The bidder shall be liable for any damages or loss to the Town occasioned by negligence of the bidder (or his agent) or any person or subcontractor the bidder has designated in the completion of his contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida State Statute, South Florida Building Code, Broward County, or Town of Southwest Ranches Code. Contractors must include current Town of Southwest Ranches certificates of competency. These documents shall be furnished to the Town along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid and forfeiture of the Bid Bond.

**3.1.2:** The vendor shall furnish to the Town Administrator, Town of Southwest Ranches, 6589 SW 160<sup>th</sup> Avenue, Southwest Ranches, Florida, 33331, certificate(s) of insurance which indicate that insurance coverage has been obtained by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements and shall be presented to the Town prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined below: Workers compensation insurance for all employees of the vendor as required by Florida Statute 440 as amended. In addition, Comprehensive, General liability insurance (GCL) including broad form contractual liability coverage for bodily injury and property damage liability with limits of One Million Dollars (\$1,000,000) combined single limit occurrence, is required. In addition, the automobile liability insurance to include bodily injury and death with limits of \$1,000,000, and property damage of \$100,000 per occurrence. The GCL policies must include premises/operations, products/completed operations, broad form contractual and independent contractors' coverages. The Town of Southwest Ranches shall be named as "additional insured" with respect to this coverage. Such insurance shall not diminish Contractors indemnification obligations hereunder. The insurance policy shall be issued by such company, in such forms and with such limits of liability and deductibles as are acceptable to the Town and shall be endorsed to be primary over any insurance, which the Town may maintain. Before any work under this Agreement is performed, and at any time upon request, Contractor shall furnish to the Town certificates of insurance evidencing the minimum required coverage and appropriately endorsed for contractual liability with the Town named as an additional insured. All policies shall contain a waiver of subrogation endorsement. All Insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) calendar days prior to written notice to the Town's Risk Management Department. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder.

**ADDITIONAL INSURED:**

**TOWN OF SOUTHWEST RANCHES  
6589 SW 160<sup>th</sup> Avenue  
Southwest Ranches, FL 33331**

**3.1.3:** Comprehensive automobile liability insurance covering all owned, non-owned, rented, hired or borrowed vehicles used in connection with the award, in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Town of Southwest Ranches shall be named as additional insured.

**3.1.4:** Proposer must carry Workman's Compensation Insurance as required by the laws of the State of Florida.

**3.1.5:** All insurance shall be issued by companies rated A: 7 or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Manager of the Town of Southwest Ranches of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town of Southwest Ranches. Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

**3.1.6:** Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission of the Bid award within thirty (30) days of awarding. The bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to sue the Town by virtue of such rescission.

**4.1 AWARD OF BIDS:** The Town of Southwest Ranches reserves the right to accept or reject any and/or all Bids or parts of bids, to waive any informality, irregularities or technicalities, to re-advertise for Bids, or take any other actions that may be deemed to be in the best interests of the Town. The Town reserves the right to waive minor variations to the specifications. Final determination and award of Bid(s) shall be made by the Town Council of the Town of Southwest Ranches.

The Town will complete a Bid Award analysis that will look for any unbalanced bids to ensure that unit prices are within industry standards and that the Bidders are not charging excessive unit prices for those items the Town will utilize the most

**4.2: BID CONSIDERATIONS:** The Town, at its discretion, reserves the right to inspect any/all bidder's facilities to determine their capability of meeting the requirements for the contract. Also, price, responsibility and responsiveness of the bidder, the financial position, experience, staffing, equipment, materials, references, and past history of service to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, will be taken into consideration in the award of a contract. The Town Administrator reserves the right to reduce the level of service at his sole discretion.

**4.3: ASSIGNMENT:** The contractor shall not transfer or assign the performance required by this Bid without prior written consent of the Town Administrator of the Town of Southwest Ranches. Any award issued pursuant to this Bid invitation and monies, which may be due hereunder, are not assignable except with prior written approval of the Town Administrator of the Town of Southwest Ranches.

**5.1: DISPUTES:** If any dispute concerning a question of fact arises under the contract, other than termination for default or convenience, the contractor and the Town Administrator shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Town Administrator with the advice of the Town Attorney shall resolve the dispute and send a written copy of its decision to the contractor, which shall be binding on both parties.

**5.2: CANCELLATION:** Failure on the part of the vendor to comply with the conditions, specifications, requirements, and terms as determined by the Town, shall be just cause for cancellation of the award.

**5.3: RELATION TO PARTIES:** It is understood and agreed that nothing contained in this Agreement shall be deemed to create a partnership, joint venture. Contractor shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the work to be performed hereunder.

**5.4: COMPLIANCE WITH LAW:** Contractor shall comply with all laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this Agreement (Applicable Laws) and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated under this agreement.

**5.5: WAIVER OF LIABILITY/INDEMNITY:** The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence or omission of Contractor or any one of its employees, contractors or agents.

**5.6: INDEMNIFICATION:** The contractor shall indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

**6.1: SECONDARY/OTHER VENDORS:** The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the contract.

**6.2: DEFAULT PROVISION:** In case of default by the bidder or contractor, the Town of Southwest Ranches may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

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

**6.4: NOTICES:** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows: Town Administrator, Town of Southwest Ranches, 6589 SW 160<sup>th</sup> Avenue, Southwest Ranches, FL 33331. The address of the Contractor for notices is:

7711 NW 74 Ave Medley, FL 33166

**6.5: GOVERNING LAW:** The validity of the Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.

**7.1: REMEDIES FOR BREACH:** Should Contractor fail to perform, Town shall notify Contractor in writing of such failure to perform and Contractor shall have thirty (30) days of receiving such notice to cure such failure. If Contractor is unable to cure such failure to perform then Town shall receive a refund equal to the actual cost of a third party to cure such failure. The Town may sue for damages in circuit court. If Town fails, refuses or is unable to perform any term of this agreement, Town shall pay for services rendered as of the date of termination. Nothing herein shall be construed as precluding the Town's right to terminate for Convenience with a ninety (90) day written notice.

**7.2: ATTORNEY'S FEES:** If this matter is placed in the hands of an Attorney for collection, or in the event suit or action is instituted to enforce any of the terms or conditions of this agreement, the losing party shall pay to the prevailing party, in such suit or action in both trial court and appellate court, together with reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

**7.3: WRITTEN CONTRACT:** The successful bidder shall be required to enter into a written contract with the Town, the form of which shall be prepared by the Town, and shall incorporate the terms of this advertisement and the accepted Bid.

**8.1: CONTRACT EXTENSIONS:** The Town of Southwest Ranches hereby requests Bids for a three (3) year contract for supplies or services. In addition, the TOWN reserves the right to extend contracts for an additional two, (2) year terms, providing both parties agree, that all the terms, conditions and specifications remain the same and the extension is approved by the Town Administrator.

BIDDER OFFERING FIRM PRICES FOR THE FULL CONTRACT PERIOD OF (3) YEARS:

YES \_\_\_\_\_ NO

BIDDER TO INDICATE IF HE WOULD BE WILLING TO EXTEND THIS CONTRACT FOR:

SECOND TWENTY FOUR MONTHS: YES \_\_\_\_\_ NO

THIRD TWENTY FOUR MONTHS: YES \_\_\_\_\_ NO

Please Note: The signature and company name must be the same as on page one of this Bid form.

Bidders Name: Miguel Lopez Jr

Company Name: Miguel Lopez Jr, Inc



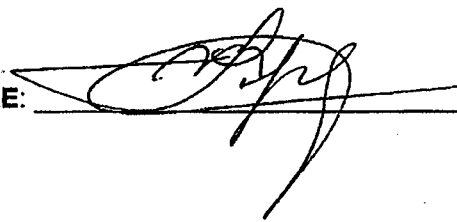
**9.1: IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more Bids, which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual 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 a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

**VENDOR'S SIGNATURE:**



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## **PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, F.S. for thirty six (36) months from the date of being placed on the convicted vendor list".

## **CONFLICTS OF INTEREST**

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

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

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

1. This sworn statement is submitted to Town of Southwest Ranches  
by Miguel Lopez Jr  
for Miguel Lopez Jr, Inc  
whose business address is 7711 NW 74 Ave  
Medley, FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0093596  
(IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or

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BIDDERS NAME: Miguel Lopez

COMPANY NAME: Miguel Lopez Jr, Inc

(ii). Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding thirty six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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BIDDERS NAME: Miguel Lopez

COMPANY NAME: Miguel Lopez Jr, Inc

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

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

By: [Signature]

Miguel Lopez  
(Printed Name)

President  
(Title)

Sworn to and subscribed before me this 8 day of September, 2008

Personally known

Or Produced Identification \_\_\_\_\_

Notary Public - State of FL

My Commission Expires 9-4-11

\_\_\_\_\_  
(Type of Identification)

Y. Caceres  
(Printed, typed, or stamped commissioned name of notary public)  
Yahaira Caceres  
Commission # DD710968  
Expires: SEP. 04, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

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BIDDERS NAME: Miguel Lopez

COMPANY NAME: Miguel Lopez Jr Inc

**NON-COLLUSIVE AFFIDAVIT**

State of Florida )  
County of Miami Dade ) ss.

Miguel Lopez being first duly sworn deposes and says that:

- (1) He/She is the President  
(Owner, Partner, Officer, Representative or Agent) of  
Miguel Lopez Jr Inc the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid 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;
- (5) The price or prices quoted in the attached Bid 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, including this affiant.

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BIDDERS NAME: Miguel Lopez

COMPANY NAME: Miguel Lopez Jr Inc

By: [Signature]

Miguel Lopez  
(Printed Name)

President  
(Title)

Sworn to and subscribed before me this 8 day of September, 2008

Personally known

Or Produced Identification \_\_\_\_\_

(Type of Identification)

Notary Public - State of FL  
My Commission Expires 9-4-11

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

NOTARY PUBLIC-STATE OF FLORIDA  
Yahaira Caceres  
Commission #DD710968  
Expires: SEP. 04, 2011  
BONDED TRAVEL ATLANTIC BONDING CO., INC.

Y. Caceres

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BIDDERS NAME: Miguel Lopez Jr

COMPANY NAME: Miguel Lopez Jr Inc

**ANTI-COLLUSION STATEMENT**

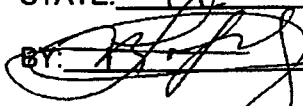
THE UNDERSIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO THIS BID WHATEVER.

THIS BID SUBMITTED BY:

COMPANY NAME: Miguel Lopez Jr, Inc PHONE NO. \_\_\_\_\_

ADDRESS: 7711 NW 74 Ave CITY: Medley

STATE: FL ZIP CODE: 33166

BY:  DATE SIGNED: \_\_\_\_\_

NAME & TITLE OF SIGNER: Miguel Lopez President

SIGNATURE REQUIRED: ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

INDICATE WHICH TYPE OF ORGANIZATION BELOW:

INDIVIDUAL ( ) PARTNERSHIP ( ) CORPORATION (  ) OTHER ( )

TO THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

WE (I) THE ABOVE SIGNED HEREBY AGREE TO FURNISH THE FOLLOWING SUPPLY(S) OR SERVICE(S) SUBJECT TO THE CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS HERETO.

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BIDDERS NAME: Miguel Lopez

COMPANY NAME: Miguel Lopez Jr, Inc










**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, Eduardo Lopez, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that Miguel Lopez, who signed the Bond on behalf of the Principal, was then President of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)



Miguel Lopez Jr, Inc  
(Name of Corporation)

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BIDDERS NAME: Miguel Lopez

COMPANY NAME: Miguel Lopez Jr, Inc

**BID BOND FORM**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are held and firmly bound unto the Town of  
Southwest Ranches a municipal corporation of the State of Florida in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has  
submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_\_\_ for:

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to  
said TOWN the appropriate Contract Documents, and shall in all respects fulfill all  
terms and conditions attributable to the acceptance of said Bid,

then this obligation shall be void; otherwise, it shall remain in force and effect, it being  
expressly understood and agreed that the liability of the Surety for any and all claims  
hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its  
bond shall be in no way impaired or affected by any extension of time within which said  
TOWN may accept such Bid; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under  
their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the  
name and the corporate seal of each corporate party being hereto affixed and these  
presents being duly signed by its undersigned representative.

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BIDDERS NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

IN PRESENCE OF:

\_\_\_\_\_  
(Individual or Partnership Principal) (SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Corporate Surety)\*

By:

\*Impress Corporate Seal

**IMPORTANT**

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

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BIDDERS NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

## PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_, as Surety, are bound to the Town of Southwest Ranches, Florida, as Obligee, hereinafter called OWNER, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No.: \_\_\_\_\_, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with OWNER for \_\_\_\_\_ in accordance with scope of services prepared by R.J. Behar & Company, Inc., which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including Attorney's fees incurred in appellate proceedings, that Owner sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 225.05(1) supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the execution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

- 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.

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BIDDERS NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

- 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 2.3 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

WITNESS:

\_\_\_\_\_  
 Secretary  
 (CORPORATE SEAL)

\_\_\_\_\_  
 (Name of Corporation)  
 By: \_\_\_\_\_  
 (Signature and Title)

\_\_\_\_\_  
 (Type Name and Title signed above)

\_\_\_\_\_  
 (Name of Corporation)  
 By: \_\_\_\_\_  
 (Type Name and Title signed above)

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BIDDERS NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_



TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES

IN THE PRESENCE OF;

INSURANCE COMPANY:

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

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

\*Agent and Attorney-in-Fact

Address: \_\_\_\_\_

(Street)

\_\_\_\_\_  
(City/State/Zip Code)

\* (Power of Attorney must be attached)

Telephone No.: ( ) \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand  
and official seal

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped name of Notary Public exactly as commissioned)

- Personally known to me, or  
 Produced identification:

\_\_\_\_\_  
(type of identification produced)

- Did take an oath, or  
 Did not take an oath

TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES

GOVERNMENTAL CONTACT INFORMATION

Please list NAME OF AGENCY, ADDRESS, PHONE NO., AND CONTACT PERSON OF any other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years.

1. City of Cooper City 9070 SW 51 st Carl Miller (954) 434-2300  
Cooper City, FL
2. City of Ft Lauderdale 100 N. Andrews Ave Dore Estelle (954) 828-6801  
Ft. Lauderdale, FL
3. Village of Key Biscayne 98 W. McAndrew St Armando Lúñez (305) 365-8945  
Key Biscayne, FL
4. City of Tamarac 6011 Nob Hill Dr Cyril Garcia (954) 597-3726  
Tamarac, FL
5. Village of Palmetto Bay 8950 SW 152 St Corrine Patterson (305) 259-1234  
Palmetto Bay, FL
6. City of Miami Beach 1245 Michigan Ave Annie Yanes (305) 673-7000  
Miami Beach, FL
7. City of Hollywood 2717 Van Buren St Les Petit (954) 921-3995  
Hollywood, FL

TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES

**BIDDER QUALIFICATION**

The Bidder's response to this questionnaire will be utilized as part of the Town's overall Bid Evaluation and Contractor selection.

List Number of Roadway and Signage Contracts in excess of One Hundred Thousand Dollars (\$100,000) per year in the past five (5) years.

Project Name: The Boulevards  
Client Name: City of Tamarac  
Address: 6011 Nob Hill Dr Tamarac, FL  
Contact Person: Cyrill Garcia  
Contact Person Tel. No.: (954) 597-3726

Project Name: 20<sup>th</sup> St End Improvements  
Client Name: City of Miami Beach  
Address: 1745 Michigan Ave Miami Beach, FL  
Contact Person: Annie Yanes  
Contact Person Tel. No.: (305) 673-2000

Project Name: Palmetto Bay Drainage  
Client Name: village of Palmetto Bay  
Address: 8950 SW 152 st  
Contact Person: Corrille Patterson  
Contact Person Tel. No.: (305) 259-1234

TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES

**SUBCONTRACTORS**

In the form below, the Bidder shall list all Subcontractors to be used on this project if the Bidder is awarded the Contract for this project.

**CLASSIFICATION  
OF WORK**

**NAME AND ADDRESS  
OF SUBCONTRACTORS**

Thermoplastic      Hi Tech Striping      P.O. Box 667855      Red Bay, FL  
33166

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**TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES**

**INTRODUCTION**

The **Town of Southwest Ranches (Town)** located in Southwest Broward County, is approximately 13 square miles and is home to over 8,000 residents.

The Town is a rural environment, filled with grazing animals, nurseries, farms, and exquisite and unique scenery and an abundance of wildlife.

The Town's roads consist of rural section two-lane local roads and rural section collector roads with Right-of-Way widths varying between 60 and 50 feet.

The Town is currently responsible for the maintenance of 82 miles of these types of roads. There is no curb and gutter and very few segments of sidewalk. Pedestrian and equestrian trails are abundant throughout the Town and in many cases are incorporated along road Rights-of-Way.

**SPECIFICATIONS**

**TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES**

**SERVICES**

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this bid, shall include litter collection, roadway signs, pavement repairs, pavement construction, guardrail construction and repairs, miscellaneous drainage, maintenance of traffic, and other miscellaneous work as described herein.

**EQUIPMENT**

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

**SATELLITE STORAGE AND MOBILIZATION FACILITY**

The contractor must operate at least one dedicated storage and mobilization site fully capable of servicing the town's needs, within fifteen (15) miles of the Town of Southwest Ranches, and within sixty (60) days of award. The purpose of this facility is to provide all of the materials and equipment to service the Towns needs to fulfill the requirements of this project.

**DEFINITIONS**

If the Contractor intends to use sub-contractors to perform any work on this contract, these sub-contractors are subject to approval by Town.

**TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES**

**SPECIAL CONTRACT REQUIREMENTS**

1. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or it's designee within 24 hours of notification.
2. The contractor shall comply with all OCEA safety requirements while working in the Town's Right-of-Way. All personnel working in the Town's Right-of-Way will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests.
3. For purposes of communicating the Towns needs, an English-speaking superintendent who can read, write, and speak English, is required.
4. The contractor, or an employee of the contractor approved by the Town, must be on 24 hour call, at all times, for emergency purposes.
5. No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The contractor must closely adhere to local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup.
6. All debris removed from Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations and site.

**PROJECT LIMITS**

The limits of this contract will include all of the roads and right-of-ways within the responsibility and obligations of the Town of Southwest Ranches. This includes all paved surfaces in existing parks and other facilities of the Town.

**CONTRACTOR QUALIFICATIONS**

Evidence that the Bidder holds appropriate licenses to perform the work subject of this Bid, and as required by Florida Statues and Local law, must be submitted along with Bid. Bidders must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, and as set forth herein.

**SUMMARY OF WORK**

**TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES**

The **Town of Southwest Ranches** is pleased to present this Invitation to Bid (ITB) for Roadway and Traffic Signage Maintenance and Services including; Street Signs, Pavement Markings, Guardrails, Asphalt Pavement Repairs and Construction, Maintenance of Traffic Operations, Emergency Debris Removal

**SCOPE OF SERVICES**

**Street Signs**

Street Signs shall be constructed, repaired, or replaced (partial or entire assembly) as directed by the Town's Designee.

Signs and sign posts design and construction shall be in accordance with The Manual of Uniform Traffic Control Devises (MUTCD) Broward County Standards and Florida Department of Transportation (FDOT) Standard Indices For Road and Bridge Construction. All new sign panels installed under this contract shall include the date of installation stamped on the sign panel in accordance with FDOT standards. The work will be inspected by the Town Engineer prior to acceptance by the Town.

Requests for sign replacement and or repairs will be made in writing by the Town's Designee. The successful bidder will be required by contract to adhere to the following response times:

1. Sign replacement and/or repairs shall be completed within 48 hours of request with the exception of 'Stop' signs that needs to be responded to within four (4) hours, seven (7) days a week.
2. New Sign construction shall be completed within 5 working days of request.

Payment for signs will be on the basis of furnished and installed units.

**Pavement Markings**

Pavement Markings shall be installed or replaced as directed by the Town's Designee.



**TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES**

Pavement Markings shall be installed in accordance with The Manual of Uniform Traffic Control Devises (MUTCD) Broward County Standards and FDOT Standard Indices for Road and Bridge Construction.

Requests for pavement markings replacement or installation will be made in writing by the Town's Designee and will identify paint or thermoplastic installation. The installation and/or replacement of pavement markings shall be completed within a reasonable time from the request, but shall never exceed twenty (20) working days from time of request. Time extensions may be granted depending on weather conditions and must be in writing from the Town Designee.

Existing pavement markings are to be permanently obliterated when replacement of existing pavement markings is called for. The method of obliterating existing pavement markings shall be consistent with FDOT requirements and shall be included in the unit price for replacement of pavement markings. Painting over existing pavement markings will not be acceptable.

Replacement and installation of pavement markings shall include the installation of Reflective Pavement Markers (RPM). The color and placement of RPM's shall be in accordance with Broward County Standards and FDOT Standard Indices for Road and Bridge Construction.

Payment for pavement markings will be done on the basis of linear feet, square feet, and per each as applicable.

**Guardrails**

Guardrail shall be installed or replaced as directed by the Town's Designee.

Guardrail replacement, repairs, and construction shall be in compliance with the FDOT Design Standards Index 400. Guardrail repairs shall be completed within seventy-two (72) hours of the request by the Town.

Guardrail replacement and new construction shall be completed within a reasonable time of the request but shall not exceed thirty (30) working days.

Payment for guardrail work will be in a unit price basis. Unit prices shall include all posts, hardware, fasteners and labor to install/repair the guardrail unit in accordance with FDOT standards.

**Asphalt Pavement**

The Contractor will be required to provide miscellaneous pavement repairs and

**TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES**

miscellaneous pavement construction.

Pavement repairs will be performed using Cold Patch Mix and/or Type S-III Asphalt as directed by the Town Designee and must be performed within 5 working days of the request. The Cold Patch Mix must adhere to AASHTO designation "TP40-94.

Payment for pavement repairs will be on a quantity of material in place basis, and presented to the Town in a lump sum form for approval prior to performing the work.

Miscellaneous pavement construction will be performed using Type S-III asphalt. The Contractor will be required to submit a Plant Mix Certification prior to contract execution. Base material is to be crushed lime-stone. The contractor has the option to use composite base material at no additional cost to the Town. The contractor shall coordinate with Town Designee to determine the schedule for miscellaneous pavement construction.

Miscellaneous pavement construction will be on a unit price basis and must be approved by the Town prior to performing the work

**Maintenance of Traffic Operations**

The Contractor will be responsible for design, set-up and maintain the Maintenance of Traffic (MOT) operations for work being performed within public rights-of-way. MOT plans are to be submitted to the Town for approval prior to implementation. MOT plans shall be prepared by MOT certified personnel and must be in accordance and conform to the current edition of the FDOT Roadway and Traffic Design Standards Indexes (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. MOT work being performed by the contractor will be on a lump sum basis. The Contractor may have an emergency request for MOT by the Town Designee and/or a representative of the Broward Sheriff's Office. Contractor will set-up and maintain MOT as directed by the Town Designee, which may include a representative of the Broward Sheriff's Office.

The contractor may also be asked to set up MOT for miscellaneous work or events in the Town. Payment for miscellaneous MOT will be on a per item per day basis.

**Emergency Debris Removal**

Emergency debris removal will be performed when requested by Town Designee. The contractor may be required to remove, on an emergency basis, storm debris or other debris not covered under, or in addition to the Town's Solid Waste and Landscaping Maintenance Contract. The work shall be initiated within twenty-four (24) hours of the request.

Payment will be on a unit price per cubic yard. The unit price shall include the cost of removal, hauling and disposal in accordance with all Local, State and Federal regulations.

**TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES**

**Fire Well protection bollards**

Installation of fire hydrant protection bollards shall be performed when requested by Town Designee. The fire hydrant protection bollards shall be four (4) inch galvanized steel pipe filled with concrete; 12" x 12" x 12" (one cubic feet) of concrete base; 3000 PSI concrete; thirty-six (36) inch minimum off center of hydrant itself; top of post 2 feet 6 inches above ground additional eighteen (18) inch below grade before you get to concrete base, or approved equal.

Payment will be on a unit price basis. The unit price shall include all labor, equipment and material necessary to install.

**Rumble Strips**

Installation of rumble strip sets shall be performed when requested by Town Designee. The rumble strip construction shall be in compliance with the FDOT Design Standards Index 518.

Payment will be on a per set basis as described in the above mentioned index. The unit price shall include all labor, equipment and material necessary.

**Object marker Signage**

Installation of object markers shall be performed when requested by Town Designee. The installation shall be in compliance with the MUTCD and the FDOT Design Standards Index 17349.

Payment will be on the basis of furnished and installed units. Object markers Type 1 include OM1-1, OM1-2, and OM1-3. Object markers Type 3 include OM-3L, OM-3C, and OM-3R. End of Roadway markers include OM4-1, OM4-2, and OM4-3.

**Traffic Delineators**

Installation of Traffic Delineators shall be performed when requested by Town Designee. The installation shall be in compliance with the MUTCD.

Payment will be on the basis of furnished and installed units.

**Rip-Rap Endwalls**

Installation of Rip-Rap Endwalls will be performed when requested by Town Designee. Rip-Rap Endwalls design and dimensions shall be in accordance with FDOT Standard Index 258.

Payment for Endwalls will be on a per item basis and the unit price for Rip-Rap Endwall shall include the cost of all labor and material and prep-work necessary to construct the unit in the location specified.

**TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES**

**Concrete Endwalls**

Installation of Concrete Endwalls will be performed when requested by Town Designee. Concrete Endwalls design and dimensions shall be in accordance with FDOT Standard Index 250.

Payment for Endwalls will be on a per item basis and the unit price for Concrete Endwall shall include the cost of all labor and material and prep-work necessary to construct the unit in the location specified.

**Pipes**

Installation of pipe will be performed under the direction of the Town Designee. Pipe design and installation shall be in accordance with FDOT Standard Specifications for Road and bridge Construction, Section 430, and shall comply with the Town's local criteria. Unit prices for Pipes shall be based on installed with three (3) feet of cover in local soils conditions; the contractor is to employ the Best Management practices. Unit price shall be based on concrete pipe.

**TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES**

**Bid Tabulation**

- The quantities shown are estimated one year totals and are based on historic annual usage and recent assumptions. These quantities are used only to establish the most responsive bidder and bid bond amount. Actual quantities may vary.

**BID ITEMS**

**TOWN OF SOUTHWEST RANCHES  
ROADWAY MANAGEMENT & MAINTENANCE SERVICES**

Company Name Miguel Lopez Jr, Inc Date: 9/8/08

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Sign (Single Post) (Less than 12 S.F.)	70	ASSEMBLY *	225	15,750
2	Sign (Single Post) (12-25 S.F.)	30	ASSEMBLY *	350	10,500
3	Remove Existing Sign (Single Post)	10	ASSEMBLY *	85	850
4	Remove Existing Sign (Multi-Post)	10	ASSEMBLY *	150	1500
5	Relocate Existing Sign (Single Post)	10	ASSEMBLY *	125	1250
6	Relocate Existing Sign (Multi-Post)	10	ASSEMBLY *	175	1750
7	Sign Panels (Furnish and Install) (15 or Less S.F.)	80	EACH	375	30000
8	Partial Sign, post only, furnish and install (Standard)	50	EACH	150	7,500
9	Sign (Flashing Beacon) (Ground Mount) (Furnish and Install)	10	ASSEMBLY *	350	3500
10	Sign (Flashing Beacon) (Relocate) (Ground Mount)	5	ASSEMBLY *	200	1000
11	Sign (Flashing Beacon) (Remove) (Ground Mount)	5	ASSEMBLY *	150	750
12	Sign Repair	48	EACH	350	16,100
13	Named Street Signs Assembly, furnish and install	30	EACH	325	9,750
14	Named Street Sign, furnish and install (Panel Only)	10	EACH	250	2,500
15	Named Street Sign, furnish and install (Post Only)	10	EACH	150	1,500
16	Object marker signage - Type 1	36	EACH	225	8,100
17	Object marker signage - Type 3	48	EACH	250	12,000
18	Object marker signage - End of Roadway Markers	12	EACH	350	4,200
19	Traffic Delineators	200	EACH	75	15,000

**TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES**

Item	Description	Quantity	Unit	Unit Price	Total
20	Fill (furnished & install)	50	CUBIC YARD	50	2500
21	Maintenance of Traffic Operations	1	LUMP SUM	1500	1500
22	Flashing cones (F&I)	20	EACH/DAY	1.25	25
23	Barricades (F&I)	20	EACH/DAY	1.25	25
24	Variable Flashing Signs (F&I)	2	EACH/DAY	10	20
25	Type S-III Asphalt (F&I)	5	TON	250	1250
26	Cold Patch (F&I)	65	50lb BAG	45	2925
27	Guardrail Relocation	25	LINEAR FEET	100	2500
28	Guardrail Construction (F&I)	25	LINEAR FEET	150	3750
29	Guardrail Shop Bent (F&I)	2	EACH	750	1500
30	Guardrail end anchor assembly (F&I)	4	EACH	3500	14000
31	Guardrail End Treatment (F&I)	2	EACH	4200	8400
32	Thermoplastic Pavement Marking 6" solid (yellow) (F&I)	500	LINEAR FEET	5	2500
33	Thermoplastic Pavement Marking 6" solid (white) (F&I)	500	LINEAR FEET	5	2500
34	Thermoplastic Pavement Marking 6" skip (white) (F&I)	500	LINEAR FEET	6	3000
35	Directional pavement Arrows (thermo) (F&I)	4	EACH	150	600
36	Miscellaneous Pavement Message (thermo) (F&I)	4	EACH	300	1200
37	Reflective Pavement Markings (RPM) (white/red) (F&I)	40	EACH	15	600
38	Reflective Pavement Markings (RPM) (bi-directional yellow) (F&I)	40	EACH	15	600
39	Reflective Pavement Markings (RPM) (blue/blue) (F&I)	5	EACH	25	125
40	Reflective Pavement Markings (RPM) (Mono directional yellow) (F&I)	40	EACH	15	600
41	Traffic Stripe (Solid) (12") (Thermoplastic)	120	LINEAR FEET	7	840
42	Traffic Stripe (Solid) (18") (Thermoplastic)	120	LINEAR FEET	8	960
43	Traffic Stripe (Solid) (24") (Thermoplastic)	360	LINEAR FEET	10	3600
44	Pavement Marking Paint 6" solid yellow (F&I)	1000	LINEAR FEET	2	2000
45	Pavement Marking Paint 6" solid white (F&I)	1000	LINEAR FEET	2	2000
46	Pavement Marking Paint 6" skip white (F&I)	1000	LINEAR FEET	3	3000

**TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES**

47	Directional Arrows (Paint) (F&I)	6	EACH	50	300
48	Pavement Messages (paint) (F&I)	6	EACH	150	900
49	Pavement Marking Removal (thermoplastic)	500	LINEAR FEET	10	5000
50	Pavement Marking Removal (paint)	1000	LINEAR FEET	10	10,000
51	Rumble Strips	3	EACH	250	750
52	Fire Well - bollards	2	EACH	500	1000
<b>TOTAL BASE BID PRICE</b>					<b>223,970</b>

**\*\* NOTE: Assembly includes sign, post, all hardware and labor required for a complete assembly.**

**ADD ALTERNATE BID ITEMS**

**TOWN OF SOUTHWEST RANCHES  
ROADWAY & TRAFFIC SIGNAGE MAINTAINACE SERVICES**

	Description	Quantity	Unit	Unit Price	Total Price
53	Excavation	100	CUBIC YARD	50	5000
54	Fill (Delivered)	50	CUBIC YARD	50	2500
55	Barrier Walls (F&I)	5	EACH/DAY	500	2500
56	Work Zone Signs (F&I)	10	EACH/DAY	150	1500
57	6" Limestone Base (F&I)	1400	SQUARE YARD	18	25,200
58	6" Composite Base (F&I)	1200	SQUARE YARD	30	36000
59	Emergency Debris Removal	20	CUBIC YARD	200	4000
60	18 " Pipe (furnish and install) (F&I)	50	LINEAR FEET	150	7500
61	24 " Pipe (furnish and install) (F&I)	50	LINEAR FEET	200	10,000
62	36 " Pipe (furnish and install) (F&I)	50	LINEAR FEET	250	12,500
63	Rip-Rap End Wall 18 " pipe (furnish and install)	1	EACH	3500	3500
64	Rip-Rap End Wall 24 " pipe (furnish and install)	1	EACH	4500	4500
65	Rip-Rap End Wall 36 " pipe (furnish and install)	1	EACH	6000	6000
66	Concrete End Wall 18 " pipe (furnish and install)	1	EACH	4500	4500
67	Concrete End Wall 24 " pipe (furnish and install)	1	EACH	5200	5200
68	Concrete End Wall 36 " pipe (furnish and install)	1	EACH	7500	7500
69	Miscellaneous Concrete 3000 psi (F&I)	1	CUBIC YARD	300	300
<b>TOTAL PRICE</b>					<b>138,200</b>

PROPOSER'S NAME: Miguel Lopez

COMPANY'S NAME: Miguel Lopez Jr, Inc



## Exhibit "2"

### Bid Evaluation - Town of Southwest Ranches Roadway & Traffic Signage Maintenance Services

#### BASE BID ITEMS

Line	Item Description	Quantity	Unit	Unit Price	Total
1	Sign (Single Post) (Less than 12 S.F.)	70	ASSEMBLY	\$225.00	\$15,750.00
2	Sign (Single Post) (12-25 S.F.)	30	ASSEMBLY	\$350.00	\$10,500.00
3	Remove Existing Sign (Single Post)	10	ASSEMBLY	\$85.00	\$850.00
4	Remove Existing Sign (Multi-Post)	10	ASSEMBLY	\$150.00	\$1,500.00
5	Relocate Existing Sign (Single Post)	10	ASSEMBLY	\$125.00	\$1,250.00
6	Relocate Existing Sign (Multi-Post)	10	ASSEMBLY	\$175.00	\$1,750.00
7	Sign Panels (Furnish and Install) (15 or Less S.F.)	80	EACH	\$375.00	\$30,000.00
8	Partial Sign, post only, furnish and install (Standard)	50	EACH	\$150.00	\$7,500.00
9	Sign (Flashing Beacon) (Ground Mount) (Furnish and Install)	10	ASSEMBLY	\$350.00	\$3,500.00
10	Sign (Flashing Beacon) (Relocate) (Ground Mount)	5	ASSEMBLY	\$200.00	\$1,000.00
11	Sign (Flashing Beacon) (Remove) (Ground Mount)	5	ASSEMBLY	\$150.00	\$750.00
12	Sign Repair	46	EACH	\$350.00	\$16,100.00
13	Named Street Signs Assembly, furnish and install	30	EACH	\$325.00	\$9,750.00
14	Named Street Sign, furnish and install (Panel Only)	10	EACH	\$250.00	\$2,500.00
15	Named Street Sign, furnish and install (Post Only)	10	EACH	\$150.00	\$1,500.00
16	Object marker signage - Type 1	36	EACH	\$225.00	\$8,100.00
17	Object marker signage - Type 3	48	EACH	\$250.00	\$12,000.00
18	Object marker signage - End of Roadway Markers	12	EACH	\$350.00	\$4,200.00
19	Traffic Delineators	200	EACH	\$75.00	\$15,000.00
<b>Subtotal</b>					<b>\$143,500.00</b>
20	Fill (furnished & install)	50	CUBIC YARD *	\$19.00	\$950.00
21	Maintenance of Traffic Operations	1	LUMP SUM	\$1,500.00	\$1,500.00
22	Flashing cones (F&I)	20	EACH/DAY	\$1.25	\$25.00
23	Barricades (F&I)	20	EACH/DAY	\$1.25	\$25.00
24	Variable Flashing Signs (F&I)	2	EACH/DAY	\$10.00	\$20.00
25	Type S-III Asphalt (F&I)	5	TON **	\$250.00	\$1,250.00
26	Cold Patch (F&I)	65	50lb BAG	\$45.00	\$2,925.00
<b>Subtotal</b>					<b>\$6,895.00</b>
27	Guardrail Relocation	25	LINEAR FEET #	\$100.00	\$2,500.00
28	Guardrail Construction (F&I)	25	LINEAR FEET #	\$150.00	\$3,750.00
29	Guardrail Shop Bent (F&I)	2	EACH #	\$750.00	\$1,500.00
30	Guardrail and anchor assembly (F&I)	4	EACH #	\$3,500.00	\$14,000.00
31	Guardrail End Treatment (F&I)	2	EACH #	\$4,200.00	\$8,400.00
<b>Subtotal</b>					<b>\$30,150.00</b>
32	Thermoplastic Pavement Marking 6" solid (yellow) (F&I)	500	LINEAR FEET #	\$5.00	\$2,500.00
33	Thermoplastic Pavement Marking 6" solid (white) (F&I)	500	LINEAR FEET #	\$5.00	\$2,500.00
34	Thermoplastic Pavement Marking 6" skip (white) (F&I)	500	LINEAR FEET #	\$6.00	\$3,000.00
35	Directional pavement Arrows (thermo) (F&I)	4	EACH #	\$150.00	\$600.00
36	Miscellaneous Pavement Message (thermo) (F&I)	4	EACH #	\$300.00	\$1,200.00
37	Reflective Pavement Markings (RPM) (white/red) (F&I)	40	EACH #	\$15.00	\$600.00
38	Reflective Pavement Markings (RPM) (bi-directional yellow) (F&I)	40	EACH #	\$15.00	\$600.00
39	Reflective Pavement Markings (RPM) (blue/blue) (F&I)	5	EACH #	\$25.00	\$125.00
40	Reflective Pavement Markings (RPM) (Mono directional yellow) (F&I)	40	EACH #	\$15.00	\$600.00
41	Traffic Stripe (Solid) (12") (Thermoplastic)	120	LINEAR FEET #	\$7.00	\$840.00
42	Traffic Stripe (Solid) (18") (Thermoplastic)	120	LINEAR FEET #	\$8.00	\$960.00
43	Traffic Stripe (Solid) (24") (Thermoplastic)	360	LINEAR FEET #	\$10.00	\$3,600.00
44	Pavement Marking Paint 6" solid yellow (F&I)	1000	LINEAR FEET #	\$2.00	\$2,000.00
45	Pavement Marking Paint 6" solid white (F&I)	1000	LINEAR FEET #	\$2.00	\$2,000.00
46	Pavement Marking Paint 6" skip white (F&I)	1000	LINEAR FEET #	\$3.00	\$3,000.00
47	Directional Arrows (Paint) (F&I)	6	EACH #	\$50.00	\$300.00
48	Pavement Messages (paint) (F&I)	8	EACH #	\$150.00	\$900.00
49	Pavement Marking Removal (thermoplastic)	500	LINEAR FEET #	\$10.00	\$5,000.00
50	Pavement Marking Removal (paint)	1000	LINEAR FEET #	\$10.00	\$10,000.00
<b>Subtotal</b>					<b>\$46,325.00</b>
51	Rumble Strips	3	EACH	\$250.00	\$750.00
52	Fire Well - bollards	2	EACH	\$500.00	\$1,000.00
<b>Subtotal</b>					<b>\$1,750.00</b>
<b>TOTAL BASE BID PRICE</b>					<b>\$222,420.00</b>

#### ADD ALTERNATE BID ITEMS

Line	Item Description	Quantity	Unit	Unit Price	Total
53	Excavation	100	CUBIC YARD	\$50.00	\$5,000.00
54	Fill (Delivered)	50	CUBIC YARD	\$50.00	\$2,500.00
55	Barrier Walls (F&I)	5	EACH/DAY	\$500.00	\$2,500.00
56	Work Zone Signs (F&I)	10	EACH/DAY ~	\$150.00	\$1,500.00
57	6" Limestone Base (F&I)	1400	SQUARE YARD #	\$18.00	\$25,200.00
58	6" Composite Base (F&I)	1200	SQUARE YARD	\$30.00	\$36,000.00
59	Emergency Debris Removal	20	CUBIC YARD	\$200.00	\$4,000.00
60	18" Pipe (furnish and install) (F&I)	50	LINEAR FEET ~	\$65.00	\$3,250.00
61	24" Pipe (furnish and install) (F&I)	50	LINEAR FEET ~	\$75.00	\$3,750.00
62	36" Pipe (furnish and install) (F&I)	50	LINEAR FEET ~	\$95.00	\$4,750.00
63	Rip-Rap End Wall 18" pipe (furnish and install)	1	EACH	\$3,500.00	\$3,500.00
64	Rip-Rap End Wall 24" pipe (furnish and install)	1	EACH	\$4,500.00	\$4,500.00
65	Rip-Rap End Wall 36" pipe (furnish and install)	1	EACH	\$6,000.00	\$6,000.00
66	Concrete End Wall 18" pipe (furnish and install)	1	EACH	\$4,500.00	\$4,500.00
67	Concrete End Wall 24" pipe (furnish and install)	1	EACH	\$5,200.00	\$5,200.00
68	Concrete End Wall 36" pipe (furnish and install)	1	EACH	\$7,500.00	\$7,500.00
69	Miscellaneous Concrete 3000 psi (F&I)	1	CUBIC YARD	\$300.00	\$300.00
<b>TOTAL ADD ALTERNATE BID PRICE</b>					<b>\$118,950.00</b>

\* price reduced from original bid price after negotiations

# can be quoted on a per job basis for better pricing per quantity

~ includes ALL SIGNS for a working zone

\*\* Type S-III Asphalt has other prices based on a greater demand

10-29 tons \$210 per ton

30-59 tons \$180 per ton

60+ tons \$147.50

~ negotiated price is based on 20 LF minimum between pipes