

**RESOLUTION NO. 2011 – 010**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH JOHNSON-DAVIS, INC., FOR \$79,000 (SEVENTY-NINE THOUSAND DOLLARS) TO PROVIDE THE INSTALLATION OF WATER CONTROL STRUCTURES IN CANAL 13; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on February 10, 2010, pursuant to Resolution No. 2010-035, the Town Council approved the Memorandum of Agreement with South Florida Water Management District; and

**WHEREAS**, part of this Memorandum of Agreement requires the installation of water control structures; and

**WHEREAS**, the Town Council believes it is in the best interest of the Town to contract with a professional firm to perform the services relating to the installation of the water control structures in Canal 13; and

**WHEREAS**, the Town did not receive responses to its first Invitation for Bid; and

**WHEREAS**, on September 13, 2010, the Town re-advertised the bid and received four bids in response to its advertisement; and

**WHEREAS**, on October 4, 2010, the Town Administrator notified all bidders that the Invitation for Bid was cancelled; and

**WHEREAS**, the scope of work was revised by the Town Engineer, the bid was re-advertised, and on October 18, 2010, the Town received three responses; and

**WHEREAS**, Johnson-Davis, Inc., has provided the lowest-priced responsive and responsible bid; and

**WHEREAS**, the Town of Southwest Ranches desires to enter into an Agreement with Johnson-Davis, Inc., for the installation of the water control structures in Canal 13.

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

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

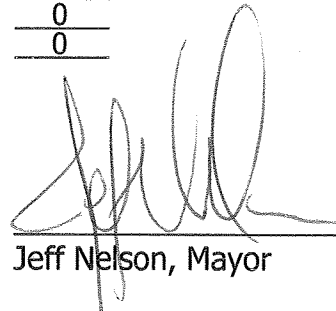
**Section 2.** The Town Council hereby approves the Agreement between the Town of Southwest Ranches and Johnson-Davis, Inc., providing for the installation of the water control structures in Canal 13 as outlined in the Invitation for Bid in the amount of \$79,000, as attached hereto and incorporated herein by reference as Exhibit "A".

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

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


**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 3<sup>rd</sup> day of November 2010 on a motion by Council Member Breitkreuz and seconded by Council Member McKay.

Nelson	<u>AYE</u>	Ayes	<u>5</u>
Fisikelli	<u>AYE</u>	Nays	<u>0</u>
Breitkreuz	<u>AYE</u>	Absent	<u>0</u>
Jablonski	<u>AYE</u>	Abstaining	<u>0</u>
McKay	<u>AYE</u>		



Jeff Nelson, Mayor

Attest:



Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



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

ACTIVE: 3133769\_1

**AGREEMENT**  
**BETWEEN THE**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  
**JOHNSON-DAVIS, INC.**  
**FOR**  
**INSTALLATION OF WATER CONTROL STRUCTURE**  
**IN CANAL 13**  
**Bid # 10-018**

**AGREEMENT FOR INSTALLATION OF WATER CONTROL STRUCTURE  
IN CANAL 13**

**THIS IS AN AGREEMENT** ("Agreement") made and entered into on this 3rd day of November 2010 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Johnson-Davis, Inc. a certified underground utility and excavation contractor operating under Florida license # CUC043087 (hereinafter referred to as "Contractor").

**WHEREAS**, on October 6, 2010, Invitation for Bid #10-018 was advertised for Installation of Water Control Structure in Canal 13; and

**WHEREAS**, on October 18, 2010, the Town received three responses; and

**WHEREAS**, after review and tabulation of the bids, it was determined that Johnson-Davis, Inc., was the lowest, responsive and responsible bidder; and

**WHEREAS**, the Town of Southwest Ranches desires to enter into an Agreement with Johnson-Davis, Inc., for the installation of the water control structure in Canal 13, under the terms and conditions set forth herein.

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

**Section 1: Scope of Services**

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined and described in **Exhibit "A"** attached hereto to this Agreement (hereinafter referred to as "Work").
- 1.2 Contractor's Work shall be provided to Town based solely upon written requests provided by the Town Administrator or designee in advance of Contractor providing any of the Work.
- 1.3 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work for local governments in Broward County, Florida. Contractor shall perform the Work in accordance with the requirements of this Agreement and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, those of the South Broward Drainage District.

**Section 2: Term of this Agreement and Agreement Time**

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement or Improvements.

- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy.
- 2.4 Town and Contractor agree that Contractor shall perform all Work under this Agreement within 45 calendar days.

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

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total lump sum price of **Seventy-Nine Thousand Dollars** ("79,000.00") (the "Agreement Sum").
- 3.2 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 Section 3.1 herein of the Agreement Sum, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Agreement Sum pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Contractor to Town, and (b) verification by Town that the Work has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.

### **Section 4: Assignment**

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

### **Section 5: Contractor's Responsibility for Safety**

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to the

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

#### **Section 6: Insurance**

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and effect all of the insurance coverage as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better. (ck this – other agreement says Financial Stability Rating of B+ to A+ -- not clear which is preferred/most current rating system from Best's –please ask insurance agent to clarify)
- 6.3 All Insurance Policies shall name and endorse the following as additional insured:  
The Town of Southwest Ranches  
City of Pembroke Pines  
South Broward Drainage District
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverage required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be rescinded.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** ~~Worker's Compensation Insurance is to~~ apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Two Hundred Thousand Dollars (\$200,000)** for each accident, and **Two Hundred Thousand**

Dollars (\$200,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; One Million Dollars (\$1,000,000) for accidental bodily injury or death, and One Hundred Thousand Dollars (\$100,000) for property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverage required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty-(30) calendar day's prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:

Town of Southwest Ranches  
Town Administrator  
6589 SW 160th Avenue  
Southwest Ranches, Florida 33331  
and  
Steven B. Lesser, Esq.  
Becker & Poliakoff, P.A.  
3111 Stirling Road  
Fort Lauderdale, Florida 33312

- 6.9 If Contractor's Insurance policy is a "claims-made" policy, then Contractor shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverage

may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

- 6.10 In any of Contractor's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.



6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or termination of this Agreement.

### **Section 7: Copyrights and Patent Rights**

Contractor 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 this bid; and Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation.

### **Section 8: Laws and Regulations**

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

### **Section 9: Taxes and Costs**

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

### **Section 10: Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town of Southwest Ranches, City of Pembroke Pines, South Broward Drainage District, its agents and employees from and against all liabilities, claims, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and costs at all trial and appellate levels arising out of or resulting from the performance of the Work, provided that any such liability, claim, damage, loss, cost or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent, reckless, intentional act, omission, or other wrongful act of the Contractor, or any subcontractor, material or equipment supplier, or anyone directly or indirectly employed by any of them. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity on the part of Contractor to Town or which may otherwise exist as to any other person described in this paragraph. In any and all claims against the Town, or any of their agents or employees by any employee of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited, in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor and/or supplier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The foregoing indemnity from Contractor shall be applicable to all losses, damages, expenses or claims for damage or injury to any person or property, resulting from Contractor's negligence, recklessness or other intentional or otherwise wrongful misconduct of Contractor, and persons employed or utilized by Contractor relating to the performance of Work as described in the Agreement. This indemnification provision is incorporated by reference into **Agreement Exhibit "A"** of this Agreement. The Contractor shall promptly remedy all damage or loss to any property caused by the Contractor, or any subcontractor, material or equipment, supplier or

anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor are in addition to its other obligations running in favor of Town under this Agreement. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify and defend Town as set forth in proposal shall survive the termination or expiration of this Agreement.

**Section 11: Non-discrimination**

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, gender, color, religion, sex, national origin, disability, or medical status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which any Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

**Section 12: Sovereign Immunity**

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

**Section 13: Prevailing Party Attorneys' Fees**

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

**Section 14: No Third Party Beneficiaries**

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

**Section 15: Funding**

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

**Section 16: Manner of Performance**

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

**Section 17: Public Records**

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

**Section 18: Termination**

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
  
- B. **Termination For Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated and no other compensation or damages shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

**C. Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have thirty (30) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would have received if terminated by Town for Convenience as described in subparagraph (B) of this Section.

**D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would have received if terminated by Town for Convenience as described in subparagraph (B) of this Section.

**E. Immediate Termination by Town.** Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

### **Section 19: 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 Contractor, 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 Contractor shall result in Town's immediate termination of this Agreement.

**Section 20: Use of Awarded Bid By Other Governmental Units**

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

**Section 21: Change Orders and Modification of Agreement**

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

**Section 22: No Waiver of Rights**

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

**Section 23: Jurisdiction and Venue**

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

**Section 24: WAIVER OF RIGHT TO JURY TRIAL**

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

**Section 25: Gender**

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

**Section 26: Time is of the Essence**

Time is of the essence for all of Contractor's obligations under this Agreement.

**Section 27: Days**

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

**Section 28: Written Mutual Agreement**

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

**Section 29: No Amendment Or Waiver**

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

**Section 30: Severability**

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

**Section 31: Resolution Of Disputes**

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

**Section 32: Notice**

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.f.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

**If to Town:**

Town Administrator  
6589 S. W. 160 Avenue  
Southwest Ranches, Florida 33331

**With a copy to:**

Steven B. Lesser, Esq.  
3111 Stirling Road  
Fort Lauderdale, Florida 33312

**If to Contractor:**

Scott J. Johnson, President  
Johnson-Davis, Inc.  
604 Hillbrath Drive  
Lantana, Florida 33462

**Section 33: Miscellaneous**

- A. **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. **Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any



other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance.

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

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- E. **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- F. **Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. **Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein 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 the other.
- H. **Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. **Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

Page Left Blank

A handwritten signature in black ink, consisting of stylized, overlapping letters that appear to be 'PMM'.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: JOHNSON-DAVIS, INC., and THE TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 30 day of November 2010.

**WITNESSES:**

Trina Marie Perry  
Genay Linder

**WITNESSES:**

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

**CONTRACTOR:**

By: [Signature]  
Scott J. Johnson, President  
\_\_\_\_ day of \_\_\_\_\_ 2010

**TOWN:**

TOWN OF SOUTHWEST RANCHES

By: [Signature]  
Jeff Nelson, Mayor  
26<sup>th</sup> day of November 2010

By: [Signature]  
Charles H. Lynn, AICP  
Town Administrator  
26<sup>th</sup> day of November 2010

**ATTEST:**

[Signature]  
Debra Doré-Thomas, CMC, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

[Signature]  
Keith M. Poliakoff, Town Attorney  
ACTIVE: S20572/077455;3147185\_2  
11/11/10

EXHIBIT "A"

The Work of the Contract includes:

- Construction of drainage structures in accordance with approved plans, specifications and permit requirements; and
- All other construction activities that are directly and appropriately associated with achieving the project objectives or completing the project scope.

The Plans and Specifications are as follows:

<b>Plan Sheet</b>		<b>Last Revision Date</b>
1	Title Sheet	June 2010
2-3	Culvert Extension and Endwall Plan in Canal 13	
7	Construction Notes and Specifications	
8	SBDD Standard Detail Sheet	

(Confirm there are no Plan Sheets 4,5, and 6 to list here)

ACTIVE: S20572/077455:3147185\_2  
11/11/10

**BID PROPOSAL FORM**

Re: Installation of Water Control Structure at Canal 13 – Bid # 10- 18

The item descriptions are provided for the limited purposes set forth in this IFB and may not include all items and materials needed to complete the work. The undersigned agrees to do any extra work not covered by the following schedule of prices which may be ordered by the Engineer upon authorization by the District and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor.

It is the bidder's responsibility to satisfy itself as to the requirements of the project and in order to submit full and complete pricing.

In the event of any discrepancy between the bidder's unit pricing and the Grand Total Bid Price amount, the Grand Total Bid Price shall control.

The undersigned hereby declares that he has examined the Contract Documents and fully familiarized himself with the said Documents and also any Local, State, County, and Federal laws pertaining to this project.

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

The Town reserves the right to award the work in whole or in part based upon the Total Price for each item number.

Work shall be completed within forty-five (45) days of the execution of the contract.

The undersigned hereby proposes to furnish all labor, equipment, materials, and bonds necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addendums, if issued, for the prices shown on the next page.

JOHNSON-DAVIS, INC.  
 604 Hillbrath Drive  
 Lantana, FL 33462  
 Phone (561) 588-1170  
 Fax (561) 585-5252

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT/ PRICE	TOTAL
1	Sheeting, if required	LS	500 <sup>02</sup>	500 <sup>02</sup>
2	66" Plug	2 EA	500 <sup>01</sup>	1000 <sup>01</sup>
3	Remove Existing Rip Rap Headwall	LS	3000 <sup>03</sup>	3000 <sup>03</sup>
4	66" CMP and associated hardware	40 LF	600 <sup>01</sup>	24000 <sup>01</sup>
5	66" Double Headwall	LS	24000	24000 <sup>01</sup>
6	Layout & As-Builts	LS	1500 <sup>02</sup>	1500 <sup>02</sup>
7	Remove and Replace Guardrail	LS	2500 <sup>02</sup>	2500 <sup>02</sup>
8	Turbidity Barrier	LS	1000 <sup>02</sup>	1000 <sup>02</sup>
9	Drainage Testing	LS	100 <sup>02</sup>	100 <sup>02</sup>
10	Backfill and Compaction	LS	10,900 <sup>02</sup>	10,900 <sup>02</sup>
11	Sod Restoration	LS	6000 <sup>03</sup>	6000 <sup>03</sup>
<b>GRAND TOTAL BID PRICE</b>				<b>79000<sup>02</sup></b>

All applicable federal, state and local taxes and the cost of any permits and performance and payment bonds are included in the Bid Price. In the event of any discrepancy in the line item amounts, it is the Grand Total Bid Price which shall control.

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

NAME: Johnson - Davis, Inc

ADDRESS: 604 Hillbrath Dr.  
LANTANA, FL 33462

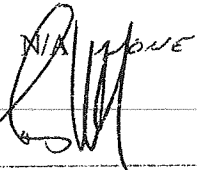
FEIN: 59-178-3888

LICENSE NUMBER: CUC043087

STATE OR COUNTY: State of Florida

LICENSE TYPE: Underground Utility & Excavation Corp.  
 (Attach copy of license)

LICENSE LIMITATIONS, IF ANY: N/A NONE  
 (Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: 

LICENSEE NAME: Scott J. Johnson



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

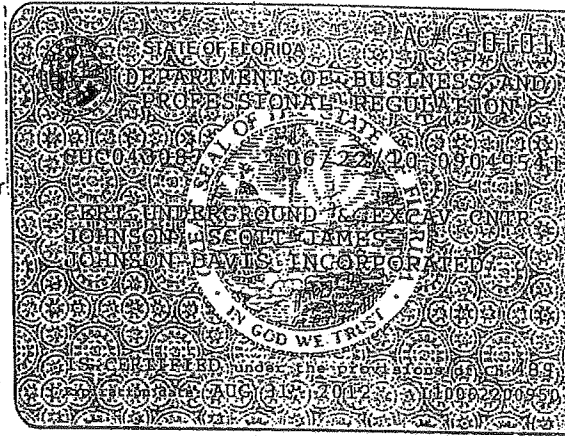
JOHNSON, SCOTT JAMES  
JOHNSON-DAVIS INCORPORATED  
604 HILLBRATH DRIVE  
LANTANA FL 33462

RECEIVED

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD  
SEQ# 1100620095

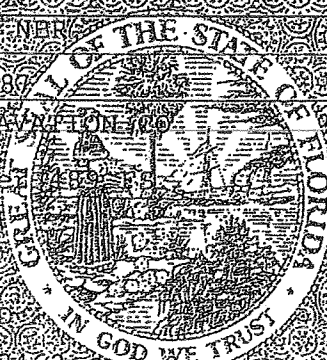
DATE	BATCH NUMBER	LICENSE NUMBER
06/22/2010	090495419	CUC04308

The UNDERGROUND TRENCH & EXCAVATION JOB  
Named below is CERTIFIED  
under the provisions of Chapter 489  
Expiration date: AUG 31 2012

JOHNSON, SCOTT JAMES  
JOHNSON-DAVIS INCORPORATED  
604 HILLBRATH DRIVE  
LANTANA FL 33462

CHARLES CRESTI  
GOVERNOR

CHARLES CRESTI  
INTERIM SECRETARY





JOHNSON-DAVIS, INC.  
604 Hillbrath Drive  
Lantana, FL 33462  
Phone (561) 588-1170  
Fax (561) 585-5252

BIDDER'S SIGNATURE: \_\_\_\_\_

  
Scott J. Johnson President

BIDDER'S NAME: \_\_\_\_\_

Johnson - Davis, Inc.

BIDDER'S ADDRESS: \_\_\_\_\_

604 Hillbrath Dr. Lantana, FL 33462

BIDDER'S PHONE NUMBER: Office: \_\_\_\_\_

561  
588-1170

Cell: \_\_\_\_\_

ADDENDUM ACKNOWLEDGMENT (if necessary):

The Bidder has received Addendum No \_\_\_\_\_ dated \_\_\_\_\_.

The Bidder has received Addendum No \_\_\_\_\_ dated \_\_\_\_\_.

The Bidder has received Addendum No \_\_\_\_\_ dated \_\_\_\_\_.

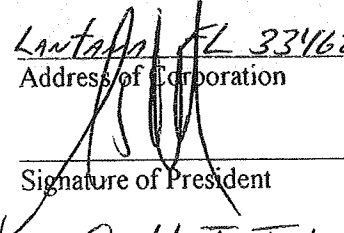
The Bidder has received Addendum No \_\_\_\_\_ dated \_\_\_\_\_.

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

Johnson - Davis, Inc.  
Name of Corporation

604 Hillbrath Dr.  
\_\_\_\_\_

Lantana FL 33462  
Address of Corporation

  
Signature of President

By: Scott J. Johnson  
President

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

BID BOND

PROJECT NAME: Installation of Water Control Structure in Canal 13, Bid No. 10-18

COUNTY OF: Broward

STATE OF FLORIDA

IFB No. 10-018

KNOW ALL MEN BY THESE PRESENTS, that we, Johnson-Davis, Inc, as Principal, Safeco Insurance Company of America and as Surety, are held and firmly bound unto the Town of Southwest Ranches in the penal sum of (\$ 5% of AMT BD ) Five Percent of Amount Bid 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 THE OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated October, 18th, 2010, for the Contract and Specifications for the above- referenced Bid Number.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after date of opening of the same and shall within ten (10) calendar days after the prescribed forms are presented to him for signature, enter into a written contract with Town of Southwest Ranches, in accordance with the Bid, as accepted, and shall give such bond or bonds as may be specified in the Bidding or Contract documents, with good and sufficient sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, and for payment of labor and supplies incurred in connection therewith, then the above obligations shall be void and of no effect, otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this 18th day October, 2010, the name and corporate seal, if applicable, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered

in the presence of:

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Individual Principal

\_\_\_\_\_  
Witness Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Witness Print Name

\_\_\_\_\_  
City & State, Zip Code

WHEN PRINCIPAL IS A CORPORATION:

Signed, sealed and delivered

in the presence of:

Edward Peltz  
Witness Signature

Edward Peltz  
Witness Print Name

RA Hople  
Witness Signature

R.A. HOPLER  
Witness Print Name

By: Johnson-Davis, Inc.  
Corporation

604 Hillbrath Drive  
Street Address

Lantana, FL 33462  
City & State, Zip Code

By: [Signature]  
President

Scott J. Johnson  
Print Name

(CORPORATE SEAL)

WITNESS:

[Signature]  
Secretary

(SURETY SEAL)

Safeco Insurance Company of America

WITNESS:

[Signature]  
Eileen C. Heard,  
Attorney-in-Fact and Florida Licensed Resident Agent

(Surety shall provide evidence of signature authority, i.e. a certified copy of Power of Attorney)

POWER OF ATTORNEY

No. 13007

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint \*\*\*\*\*EILEEN C. HEARD; MEGAN MANNING; RICHARD P. RUSSO, JR.; TANYA RUSSO; PETER A. THOMSON; Tampa, Florida\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 8th day of June 2010

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 18th day of October 2010



Dexter R. Legg

Dexter R. Legg, Secretary

**WATER USE / DEWATERING**

**ACCEPTANCE OF LIABILITY / RESPONSIBILITY**

Johnson-Davis, Inc. hereby acknowledge and agree that as Contractor for the Town of Southwest Ranches, contracted for the installation of water control structures in Canal 13, in Southwest Ranches I accept full responsibility and liability for any and all penalties, including but not limited to compliance and enforcement actions, financial and otherwise levied by any governmental authority as a result of the actions or inactions, equipment and materials or lack thereof, of the Contractor, his subcontractors or suppliers related to any water use permitting or dewatering activities.

Furthermore, I affirm that the following are the only water use and dewatering violations that I, any company I have represented, or any project with which I have been associated or owner thereof, has received in the last 5 years.

Project Name: NONE  
Penalty: \_\_\_\_\_  
Explanation: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Penalty: \_\_\_\_\_  
Explanation: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Penalty: \_\_\_\_\_  
Explanation: \_\_\_\_\_

Edward Pultz  
Witness Signature

[Signature]  
Bidder Signature

Edward Pultz  
Witness Printed Name

Scott J. Johnson  
Bidder Printed Name

[Signature]  
Witness Signature

President  
Bidder Title

R.A. Hoplen  
Witness Printed Name

10/15/2010  
Date

TRENCH SAFETY ACT FORM

This form must be completed and signed by the Bidder. Failure to complete this form will result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60, et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bid, assures that the Bidder will perform trench excavations in accordance with applicable trench safety standards. The Bidder further identifies the following separate item or cost of compliance with the applicable trench safety standards as well as the method of compliance:

METHOD OF COMPLIANCE:

STEEL SHEET PILE

AMOUNT:

TOTAL \$

~~18,000~~<sup>00</sup> 5,000 <sup>00</sup> JM

Bidder acknowledges that this amount is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the Bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess all safety precautions, programs and costs, and the means, methods, techniques or technique adequacy reasonableness of cost, sequences and procedures of any safety precaution, including, but not limited to, compliance with any and all requirements of Florida Statutes Section 553.60, et. seq., cited as the "Trench Safety Act". Bidder is responsible to determine any safety or safety related standards that apply to the project.

Edward P. H. H.  
Witness Signature

Edward P. H. H.  
Witness Printed Name

R.A. HOPLER  
Witness Signature

R.A. HOPLER  
Witness Printed Name

Scott J. Johnson  
Bidder Signature

Scott J. Johnson  
Bidder Printed Name

PRESIDENT  
Bidder Title

10/15/2010  
Date

ACKNOWLEDGMENT OF CONFORMANCE

WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

Johnson-Davis, Inc., hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, against any and all legal liability or loss the Town may incur due to Johnson-Davis, Inc.'s failure to comply with such act.

Edmund [Signature]  
ATTEST

Johnson-Davis, Inc.  
CONTRACTOR

BY: [Signature]

Scott J. Johnson  
Print Name PRESIDENT

DATE: 10/15/2010



## BIDDER CONFIRMATION OF QUALIFICATIONS

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

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

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

### Bidder:

Bidder's Name: Johnson-Davis, Inc

Bidder's Address: 604 Hillbrath Dr  
Lantana, FL  
33462

Bidder's Phone Number: 561-588-1170

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

CUCOV3087 Underground Utility & Excavation  
FDOT, Certificate of Qualification



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

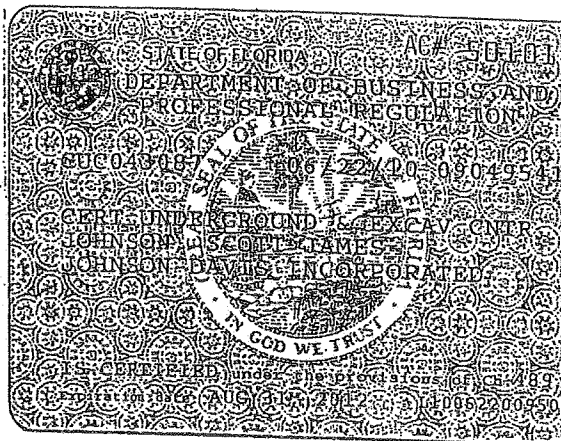
JOHNSON, SCOTT JAMES  
JOHNSON-DAVIS INCORPORATED  
604 HILLBRATH DRIVE  
LANTANA FL 33462

RECEIVED

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

50100140 STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

DATE	BATCH NUMBER	LICENSE NUMBER
06/22/2010	090495419	CUC043087

CERTIFICATE OF THE STATE OF FLORIDA  
IN GOD WE TRUST

CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489  
ISSUED BY AUG 31 2012

JOHNSON, SCOTT JAMES  
JOHNSON-DAVIS INCORPORATED  
604 HILLBRATH DRIVE  
LANTANA FL 33462

CHARLES ALLEN  
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



# Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS  
SECRETARY

November 3, 2009

JOHNSON-DAVIS INC.  
604 HILLBRATH DRIVE  
LANTANA FL 33462

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 12/30/2010. However, the new application is due 10/31/2010.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

MAXIMUM CAPACITY RATING: \$70,700,000.00

FDOT APPROVED WORK CLASSES:  
DRAINAGE

FDOT APPROVED SPECIALITY CLASSES OF WORK:  
UNDERGROUND UTILITIES, SANITARY SEWER, WATER MAIN, FORCE MAIN.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore, Manager  
Contracts Administration Office

JM:cj

Prior Experience and References:

Project Name and General Description of the Work:

Pompano Beach Endwall Repairs

Client Name: City of Pompano Beach

Address: 1201 N.E. 5<sup>TH</sup> AVE, Pompano Beach, FL 33060

Contact Person: Clayton O'Young C.E.

Contact Person Tel. No.: 954-786-4061

Project Name and General Description of the Work:

L-33 Box Culvert Phase II

Client Name: City of Delray Beach

Address: 434 S. Swinton Ave, Delray Beach, FL 33444

Contact Person: Rafael Ballester

Contact Person Tel. No.: 561-243-7132

Project Name and General Description of the Work:

White City Canal D

Client Name: St. Lucie County

Address: 2300 Virginia Ave, Ft. Pierce, FL 34982

Contact Person: Jasan Bessey

Contact Person Tel. No.: 772-462-1668

Project Name and General Description of the Work:

Dakin Ave. Box Culvert

Client Name: Bueckhardt Construction, Inc.

Address: 1400 Alabama Ave, West Palm Beach, FL 33401

Contact Person: Dennis Waynes

Contact Person Tel. No.: 561-657-1400

JOHNSON-DAVIS, INC.  
604 Hillbrath Drive  
Lantana, FL 33462  
Phone (561) 588-1170  
Fax (561) 585-5252

Project Name and General Description of the Work:

Kings Highway Culvert REPLACEMENT  
Client Name: St. Lucie County  
Address: 2300 Virginia AVE, Ft. Pierce, FL 34982  
Contact Person: Michael Powley P.E.  
Contact Person Tel. No.: 772-462-2571

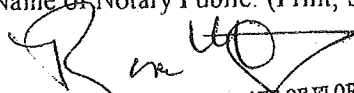
State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Oct, 2010 by  
Scott J. Johnson of Johnson-Davis, Inc. (Bidder), who is personally  
known to me or who has produced \_\_\_\_\_ as identification and who did (did  
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Palm Beach County, Florida

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

  
NOTARY PUBLIC-STATE OF FLORIDA  
Rosa M. Sanchez  
Commission # DD821138  
Expires: OCT. 22, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2010

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

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

PRODUCER Willis of Florida, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: Wausau Business Insurance Company	26069-001	
INSURED Johnson - Davis Inc. Attn: Bob Hopler, Control 604 Hillbrath Drive Lake Worth, FL 33462	INSURER B: Wausau Business Insurance Company	26069-091	
	INSURER C: St. Paul Fire and Marine Insurance Company	24767-001	
	INSURER D: Bridgefield Casualty Insurance Company	10335-001	
	INSURER E: Travelers Casualty and Surety Company of	31194-001	
	INSURER F:		

### COVERAGES

CERTIFICATE NUMBER: 15026035

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	TBKZ91451403020	3/1/2010	3/1/2011	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> \$500. Ded. Comp.	N	N	ASKZ91451403-030	3/1/2010	3/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	QK06803613	3/1/2010	3/1/2011	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	19613376	3/1/2010	3/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
E	Contractor Equipment Rented/Leased Equipment	N	N	QT6606717M03ATIL-10	3/1/2010	3/1/2011	\$4,158,615. Limit \$300,000. Limit \$2,500. AOP Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Project name: Installation of Water Control Structure in Canal 13, Bid #10-018

It is agreed that Town of Southwest Ranches, City of Pembroke Pines and South Broward Drainage District are included as Additional Insureds as respects to General Liability, but solely in regards to work being performed by or on behalf of the Named Insured in connection with the project described herein as required by written contract.

### CERTIFICATE HOLDER

Town of Southwest Ranches  
Town Administrator  
6589 SW 160th Avenue  
Southwest Ranches, FL 33331

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
*M. M. Mallet*