

**RESOLUTION NO. 2012 - 051**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SELECTION COMMITTEE'S RANKING AND SELECTION OF FENCE MASTERS, INC., TO PROVIDE GUARDRAIL INSTALLATION SERVICES FOR THE TOWN; APPROVING AN AGREEMENT WITH FENCE MASTERS, INC. FOR FORTY THREE THOUSAND NINE HUNDRED TWENTY EIGHT DOLLARS AND FIFTY CENTS (\$43,928.50) TO PROVIDE THE INSTALLATION OF GUARDRAILS, WITH STEEL POSTS, POST FOUNDATION, AND ENDS TREATMENT ALONG STIRLING ROAD BETWEEN SW 195<sup>TH</sup> TERRACE AND SW 198<sup>TH</sup> TRAIL; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on March 20, 2012, the Town advertised Invitation For Bid No. 12-005 for Guardrails Installation along Stirling Road between SW 195<sup>th</sup> Terrace and SW 198<sup>th</sup> Trail; and

**WHEREAS**, the Invitation For Bid sought the installation of guardrails, with steel posts, posts foundation, and ends treatment in accordance with the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, including all site preparation, maintenance of traffic, site restoration, and testing; and

**WHEREAS**, on April 17, 2012, the Town received two (2) bids in response to its advertisement; and

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

**WHEREAS**, the Town of Southwest Ranches desires to enter into an Agreement with Fence Masters, Inc., for the installation of the guardrails in accordance with the terms and conditions set forth in IFB Number 12-005 and this Agreement;

**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 Town's Selection Committee's selection of Fence Masters, Inc. as the lowest-priced responsive and responsible bid for guardrail installation services.

**Section 3.** The Town Council hereby approves the Agreement between the Town of Southwest Ranches and Fence Masters, Inc., providing for the installation of guardrails along Stirling Road between SW 195<sup>th</sup> Terrace and SW 198<sup>th</sup> Trail, as outlined in the Invitation for Bid No. 12-005 in the amount of Forty Three Thousand Nine Hundred Twenty Eight Dollars and Fifty Cents (\$43,928.50), as attached hereto, and incorporated herein by reference, as Exhibit "A".

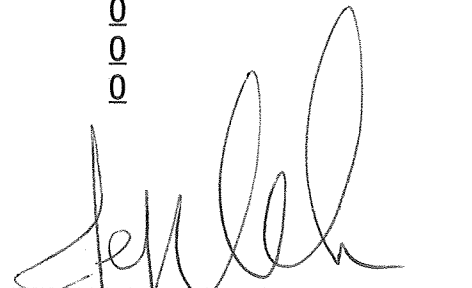
**Section 4.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 5.** 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 24<sup>th</sup> day of May, 2012 on a motion by Council Member Breitkreuz and seconded by Vice Mayor McKay.

Nelson	<u>YES</u>
Fisikelli	<u>YES</u>
Breitkreuz	<u>YES</u>
Jablonski	<u>YES</u>
McKay	<u>YES</u>

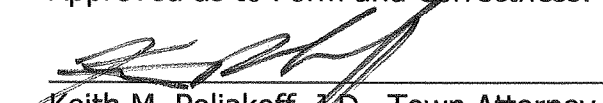
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

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

Attest:

  
\_\_\_\_\_  
Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Keith M. Poliakov, J.D., Town Attorney  
ACTIVE: 3844034\_1

**AGREEMENT BETWEEN THE**

**TOWN OF SOUTHWEST RANCHES**

**AND**

**FENCE MASTERS, INC.**

**FOR**

**GUARDRAILS INSTALLATION ALONG**

**STIRLING ROAD**

**BETWEEN**

**195<sup>th</sup> TERRACE AND SW 198<sup>th</sup> TRAIL**

**AGREEMENT FOR GUARDRAILS INSTALLATION ALONG  
STIRLING ROAD BETWEEN 195<sup>th</sup> TERRACE AND SW 198<sup>th</sup> TRAIL**

24<sup>th</sup> **THIS IS AN AGREEMENT** ("Agreement") made and entered into on this day of May 2012 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Fence Masters, Inc., a Florida corporation with a principal address located at 3550 NW 54th Street, Miami, Florida 33142 (hereinafter referred to as "Contractor").

WHEREAS, on March 20, 2012, the Town advertised Invitation For Bid No. 12-005 for Guardrails Installation along Stirling Road between SW 195<sup>th</sup> Terrace and SW 198<sup>th</sup> Trail; and

WHEREAS, the Invitation For Bid sought the installation of guardrails, with steel posts, posts foundation, and ends treatment in accordance with the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, including all site preparation, maintenance of traffic, site restoration, and testing; and

WHEREAS, on April 17, 2012, the Town received two (2) bids in response to its advertisement; and

WHEREAS, Fence Masters, Inc. has provided the lowest-priced responsive and responsible bid; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement with Fence Masters, Inc., for the installation of the guardrails in accordance with the terms and conditions set forth in IFB Number 12-005 and this Agreement;

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 IFB 12-005 attached hereto and incorporated herein as **Exhibit "A"** and **Exhibit "B"** Fence Master's Response to IFB 12-005 and **Exhibit "C"** Scope of Work, (hereinafter collectively 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. Any Work performed that is not by written request, shall be at Contractor's sole cost and expense.
- 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.

- 1.4 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 applicable Drainage District, the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction; FDOT Design Standards; and the Manual on Uniform Traffic Control Devices (MUTCD).

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

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for 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 Substantial Completion of the Work shall be thirty (30) days from the issuance of the Notice to Proceed, which will be issued at the time of the Execution of this Agreement. Town and Contractor agree that Contractor shall perform Final Completion of all Work under this Agreement within forty-five (45) calendar days from the date of issuance of Notice to Proceed.

## **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 Forty Three Thousand Nine Hundred Twenty Eight Dollars and Fifty Cents (\$43,928.50) ("Agreement Sum"). The Work shall be performed in accordance with the terms of this Agreement, the Town's Invitation for Bids, and Contractor's Bid, which are incorporated herein by reference. To the extent of any conflict between the terms of this Agreement, the Invitation for Bids, and the Contractor's Bid, the more stringent requirement applicable to the Contractor's performance shall prevail and control.
- 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. Said Change Order must be executed prior to any Work being performed. Any Work performed without a Change Order, shall be at Contractor's sole cost and expense.

- 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 coverages 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.

- 6.3 All Insurance Policies shall name and endorse the following as additional insureds:

TOWN OF SOUTHWEST RANCHES

- 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 coverages 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, as required by Florida Statute Chapter 44, as amended, 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 **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single

limit for bodily injury and 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 coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, 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 coverages 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 days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches  
Town Administrator  
13400 Griffin Road  
Southwest Ranches, Florida 33330

- 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 coverages 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, 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. 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) calendar 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: Liquidated Damages ("LD's")**

In the event Contractor does not achieve completion of the Work as defined in this Agreement in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Completion Date may cause grave injury and damage to the Town. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Final Completion of the Work within the specified calendar days for each location, from the effective date of the Notice to Proceed for the Work and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$500.00** for each day or portion thereof, that the date of completion is later than the scheduled Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order. All such liquidated damage amounts, if any, shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to

comply with the scheduled Completion Date, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town shall have the right to deduct any and all such amounts from any amounts due to Contractor.

#### **Section 20: 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 21: 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 22: 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 23: 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 24: 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 25: 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 26: 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 27: Time is of the Essence**

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

#### **Section 28: Days**

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

#### **Section 29: 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 30: 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 31: 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 32: 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 33: 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  
13400 Griffin Road  
Southwest Ranches, Florida 33330

#### **With a copy to:**

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

#### **If to Contractor:**

S.W. Ernst, President  
Fence Master, Inc.  
3550 NW 54th Street  
Miami, Florida 33142



### **Section 34: 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.

**THIS SECTION INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: FENCE MASTER, INC., and THE TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 24<sup>th</sup> day of May 2012.


**WITNESSES:**

Juanita Romance  
Susan King

**WITNESSES:**

Juanita Romance  
Susan King

**CONTRACTOR:**

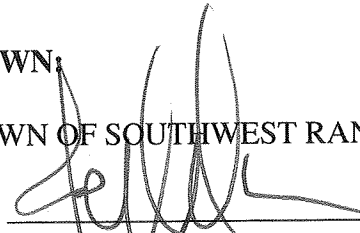
By: 

S.W. Ernst, President

21<sup>st</sup> day of May 2012


**TOWN:**

TOWN OF SOUTHWEST RANCHES

By: 

Jeff Nelson, Mayor

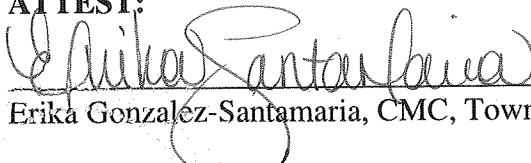
24<sup>th</sup> day of May 2012

By: 

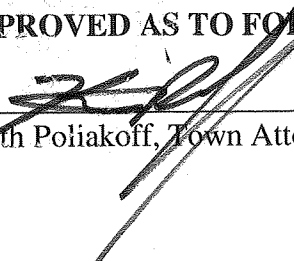
Stan Morris, Interim Town Administrator

24<sup>th</sup> day of May 2012

**ATTEST:**

  
Erika Gonzalez-Santamaria, CMC, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

  
Keith Poliakoff, Town Attorney



## Town of Southwest Ranches

13400 Griffin Road  
Southwest Ranches, FL 33330-2628

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

*Town Council*  
**Jeff Nelson, Mayor**  
**Doug McKay, Vice Mayor**  
**Steve Breitreuz, Council Member**  
**Freddy Fisikelli, Council Member**  
**Gary Jablonski, Council Member**

**Stan Morris, Interim Town Administrator**  
**Jean Watson, Town Financial Administrator**  
**Keith M. Poliakoff, Town Attorney**  
**Erika Gonzalez-Santamaria, CMC, Town Clerk**

## IFB RECEIPT CONFIRMATION

**Item Received: IFB – 12-005**

**Project: GUARDRAILS INSTALLATION AT STIRLING ROAD**

**Submitted By:** FRANC MASTERS, INC.

**Date Received:** April 17, 2012

**Time Received:** 10:50 AM

**Received By:** [Signature]

**Witnessed By:** [Signature]

TOWN OF SOUTHWEST RANCHES, FLORIDA  
 BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
 IFB No. 12-005

**BID AND PROPOSAL FORM**

Quantities shown on the bid and proposal form are estimates only. Actual quantities will vary based on field conditions or as directed by the Town Engineer.

**A. BASE BID: GUARDRAILS INSTALLATION AT STIRLING ROAD**

Bid Item	Description	Qty	Unit	Unit Price	Price
1	F & I Guardrails, Corten Weathering Steel; Steel Posts; End Treatment and Anchorage assembly;	1050	LF	\$ <u>20.25</u>	\$ <u>21,262.50</u>
2	F & I End Treatment, Round End, End Anchorage assembly, w/ yellow reflective tape	2	EA	\$ <u>870.00</u>	\$ <u>1,740.00</u>
3	F& I Misc. Asphalt Paving (2"x32")	313	SY	\$ <u>53.00</u>	\$ <u>16,589.00</u>
4	F & I Equestrian Access Assembly	1	LS	\$ <u>1,800.00</u>	\$ <u>1,800.00</u>
5	F & I Object Marker (OM1-1): Facing SW 195 <sup>th</sup> Terrace & SW 196 <sup>th</sup> Lane.	4	EA	\$ <u>120.00</u>	\$ <u>480.00</u>
	<b>TOTAL BASE BID:</b>				\$ <u>41,871.50</u>

**B. ALTERNATE ADDITIVE BID: GUARD RAILS INSTALLATION AT STIRLING ROAD**

Bid Item	Description	Qty	Unit	Unit Price	Price
1	Replace timber posts w/ conc. foundation	6	EA	\$ <u>72.00</u>	\$ <u>432.00</u>
2	Re-install cable thru timber posts, incl. hardware;	1	LS	\$ <u>290.00</u>	\$ <u>290.00</u>
3	F & I Object Marker (OM1-1): Facing SW 196 <sup>th</sup> Avenue.	3	EA	\$ <u>120.00</u>	\$ <u>360.00</u>
4	F & I Sign (W1-7) facing SW 196 <sup>th</sup> Ave.	1	EA	\$ <u>975.00</u>	\$ <u>975.00</u>
	<b>TOTAL ADDITIVE BID:</b>				\$ <u>2,057.00</u>

**FENCE MASTERS, INC.**

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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**THE TOWN AT ITS SOLE DISCRETION SHALL DECIDE WHETHER TO AWARD THE ADDITIVE BID WORK, AND MAY AWARD THE ADDITIVE BID SEPARATELY TO ANOTHER BIDDER.**

The substantial completion of the project shall be 30 calendar days from date of issuance of the Notice to Proceed, and final completion shall be 45 calendar days from date of issuance of the Notice to Proceed.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the bid as Principal or Principals is/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 Bidder shall furnish prices for all bid items. Failure to do so may render the Bid invalid and cause its rejection. Also, evidence that the Bidder holds appropriate licenses to perform the work subject of this Bid, and as required by Florida Statutes 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, as set forth herein.

Proposer's Signature:   
S.W. ERNST, PRESIDENT

Proposer's Name: \_\_\_\_\_

Date: 4-17-12

Contractor: FENCE MASTERS, INC.



Address: 3550 NW 54th St.  
Miami, FL 33142-3250

All applicable federal, state and local taxes, permit fees, insurance, and performance and payment bonds are included in the Bid Price. In the event of any discrepancy in the line item amounts, the calculated total 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).

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

NAME: Fence Masters, Inc.  
ADDRESS: 3550 N. W. 54th Miami, Fla 33142  
FEIN: 59-0696837  
LICENSE NUMBER: 801914F STATE OR COUNTY: Broward  
LICENSE TYPE: Fence  
(Attach copy of license)  
LICENSE LIMITATIONS, IF ANY: \_\_\_\_\_  
(Attach a separate sheet, if necessary)  
LICENSEE SIGNATURE:   
S.W. ERNST, PRESIDENT  
LICENSEE NAME: \_\_\_\_\_  
BIDDER'S SIGNATURE:   
BIDDER'S NAME: FENCE MASTERS, INC.  
BIDDER'S ADDRESS: 3550 N. W. 54th Miami, FL 33142  
BIDDER'S PHONE NUMBER: Office: (305) 635-7777 Cell: (305) 796-0163

FENCE MASTERS, INC.

BIDDER: \_\_\_\_\_



TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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By: Fence Masters, Inc.

Name of Corporation

3550 N.W. 54 St. Miami, FL 33142

Address of Corporation

Signature of President

S.W. ERNST, PRESIDENT

By:

President

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

BIDDER: FENCE MASTERS, INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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**DRUG FREE WORKPLACE**– Bidders must certify that they will provide a drug-free workplace. 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:** \_\_\_\_\_

  
**S.W. ERNST, PRESIDENT**

**FENCE MASTERS, INC.**

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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**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 S.W. Ernst  
for Fence Masters, Inc.  
whose business address is 3550 N.W. 54 St. Miami, FL 33142
- 

and (if applicable) its Federal Employer Identification Number (FEIN) is 590696837

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

**FENCE MASTERS, INC.**

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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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 "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an 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.

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.

**[Signatures on next page]**

**FENCE MASTERS, INC.**

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

By: [Signature]  
S.W. Ernst  
(Printed Name)

S.W. ERNST, PRESIDENT

(Title)

Sworn to and subscribed before me this 16 day of April, 2012

Personally known to me.

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

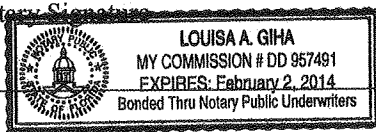
(Type of Identification)

Notary Public - State of Florida

Louisa A. Giha

Notary Signature

My Commission Expires \_\_\_\_\_



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

BIDDER: FENCE MASTERS, INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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NON-COLLUSION AFFIDAVIT

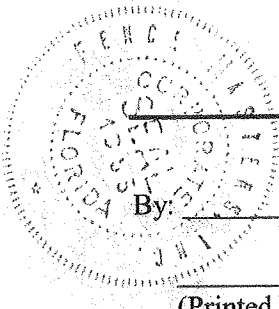
State of Florida )  
County of Miami-Dade ) ss.

S.W. Ernst being first duly sworn deposes and says  
that:

- (1) He/She is the President  
(Owner, Partner, Officer, Representative or Agent) of  
Fence Masters, 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.

BIDDER: FENCE MASTERS, INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005



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

S.W. ERNST, PRESIDENT

(Printed Name)

\_\_\_\_\_  
(Title)

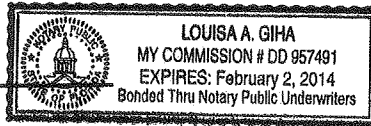
Sworn to and subscribed before me this 16 day of April, 2012,

Personally known to me

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of Florida  
Louisa A. Giha  
Notary Signature

My Commission Expires \_\_\_\_\_



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

FENCE MASTERS, INC.

BIDDER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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**CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)**


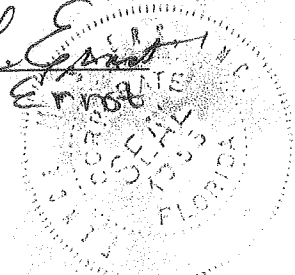
State of Florida )  
County of Miami-Dade ) ss.

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 2012, the following resolution was duly passed and adopted:

"RESOLVED, that S.W. Ernst, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, April 16, 2012, to the Town of Southwest Ranches and this corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation or Limited Liability Company this 16 day of April, 2012.

  
Donna L. Ernst  
Secretary:  
(SEAL)  


**FENCE MASTERS, INC.**  
BIDDER: \_\_\_\_\_



TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

---

**GOVERNMENTAL CONTACT INFORMATION**

Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

1. Village of Pincrest - Gary Krakilberger / (305) 669-6916 / 10800 Red Road Pincrest, FL 33156
2. City of Doral - Jesus Padron / (305) 593-6740 / 8300 N.W. 53 St. Doral, FL 33166  
305-416-1922
3. City of Miami - Maritza Suarez / 444 S.W. 2 ave. 6<sup>th</sup> Fl. Mia., FL 33142  
305-889-1915
4. Town of Medley / Herberto Cabrera - 10776 N.W. 3. River Dr. Medley, FL 33178  
305-375-1354
5. Miami-Dade Cnty. Solid Waste - Albert Falon / 2525 N.W. 62 St. #5001 Miami, FL 33147  
(305) 592-3116
6. Miami-Dade Cnty. Public Works - Frank Davis / 111 N.W. 1 St. 16<sup>th</sup> Fl. Miami, FL 33178  
(954) 344-1164
7. City of Coral Springs - Dwight Weddington / 9551 W. Sample Rd. Coral Springs, FL 33065

FENCE MASTERS, INC.

BIDDER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

---

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

Fence Masters, 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 Fence Masters, Inc.'s failure to comply with such act.

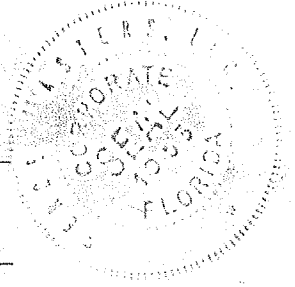
Donna L. Ernst  
ATTEST Donna L. Ernst

Fence Masters, Inc.  
CONTRACTOR

BY: [Signature]  
S.W. ERNST, PRESIDENT

Print Name

DATE: 4-16-12



**FENCE MASTERS, INC.**  
BIDDER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

---

**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: Fence Masters, Inc.

Bidder's Address: 3550 N.W. 54 St.  
Miami, FL 33142

Bidder's Phone Number: (305) 635-7777

Contractor's License and License number(s) (attach copies of license(s) required for the work):  
"Guardrails Installation at Stirling Road"

FENCE MASTERS, INC.

BIDDER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

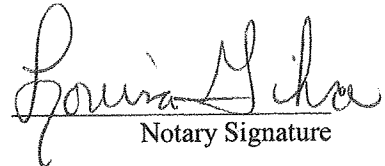
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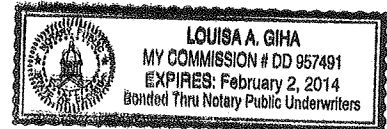
State of Florida  
County of Miami-Dade

The foregoing instrument was acknowledged before me this 16 day of April, 2012 by  
S.W. Ernst of **FENCE MASTERS, 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 Miami-Dade County, Florida

  
Notary Signature



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

**FENCE MASTERS, INC.**

BIDDER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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**BIDDER EXPERIENCE QUESTIONNAIRE**

The Bidder's response to this questionnaire will be utilized as part of the Town's overall Bid Evaluation and Contractor selection. Bidder must have current licensures applicable to this type of work and must have experience on comparable work.

List guardrails installation and maintenance contracts and client reference

Project Name: Port Everglades Bridge  
Contract Amount: \$ 58,000  
Contract Date: 04-14-10  
Client Name: American Engineering  
Address: 11765 W. Okeechobee Rd. - Hialeah Gardens, FL  
Contact Person: Michael Pahl  
Contact Person Tel. No.: (305) 825-9800

Project Name: Florida Turnpike Pompano Service Plaza  
Contract Amount: \$ 24000  
Contract Date: 03-20-09  
Client Name: Gasoline Equipment System, Inc.  
Address: 480 Cox Rd Cocoa, FL 32926  
Contact Person: David Junkin  
Contact Person Tel. No.: (321) 636-6612

Project Name: West Kendall Baptist Hospital  
Contract Amount: \$ 83000  
Contract Date: 07-15-10  
Client Name: Carlson Fence Company, Inc.  
Address: 8497 N. W. 64 St. Miami, FL 33166  
Contact Person: Mark Davis  
Contact Person Tel. No.: (305) 593-8590

**FENCE MASTERS, INC.**

BIDDER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

---

**SUBCONTRACTORS LIST**

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**

Paving & Concrete Work/	Palma Paving & Concrete 13494 S.W. 263 Terr. Miami, FL 33032

**FENCE MASTERS, INC.**

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

---

**ACKNOWLEDGEMENT of ADDENDA**

Proposer shall indicate receipt of addendum by initialing below for each addendum received.

Addenda No.1 

Addenda No.2 \_\_\_\_\_

Addenda No.3 \_\_\_\_\_

Addenda No.4 \_\_\_\_\_

**FENCE MASTERS, INC.**  
**BIDDER:** \_\_\_\_\_





TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 17th day of April, 2012, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

 Louisa Gihra  
(SEAL) Asst. Secretary

By: 

(Individual or Partnership Principal)

3550 N.W. 54th Street

(Business Address)

Miami, FL 33142

(City/State/Zip)

954-463-3172

(Business Phone)

ATTEST:

See Attached Power of Attorney

 Secretary

\*Impress Corporate Seal

The Ohio Casualty Insurance Company

(Corporate Surety)\*

By: 

Michael A. Holmes, Attorney-in-Fact

**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.

BIDDER: Fence Masters, Inc.

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5184836

Certificate No. \_\_\_\_\_

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

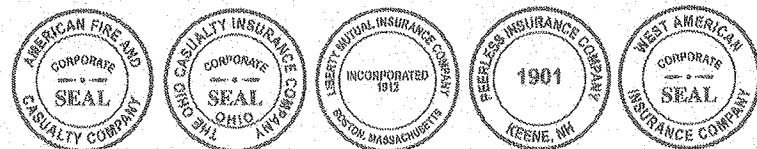
**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **GERALD J. ARCH, JAMES F. MURPHY, SHAWN A. BURTON, JOANNE M. MURSELL, MICHAEL A. HOLMES,** .....

all of the city of FT. LAUDERDALE, state of FLORIDA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this

22nd day of February, 2012.



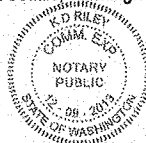
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 22nd day of February, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

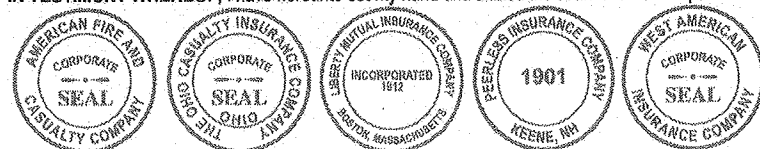
**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of April, 2012.



By: David M. Carey  
David M. Carey, Assistant Secretary

TOWN OF SOUTHWEST RANCHES  
INVITATION FOR BIDS (IFB) NO. 12-005



BID DOCUMENT AND TECHNICAL SPECIFICATIONS

PROJECT: "GUARDRAILS INSTALLATION AT STIRLING ROAD"

Technical Specifications Prepared By:  
G.D. "Willie" Nabong, P.E.  
FL Reg. No. 39585  
Date: March 20, 2012

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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**TABLE OF CONTENTS**

TABLE OF CONTENTS.....	3
CONTRACT DATA.....	4
PUBLIC NOTICE OF INVITATION FOR BID (IFB).....	5
INSTRUCTIONS TO BIDDERS.....	6
GENERAL CONDITIONS.....	16
TENTATIVE SCHEDULE.....	25
<b>DOCUMENTS TO BE SUBMITTED</b>	
BID PROPOSAL FORM.....	26
DRUG FREE WORKPLACE.....	30
PUBLIC ENTITY CRIMES STATEMENT.....	31
NON-COLLUSIVE AFFIDAVIT.....	34
CERTIFICATE OF AUTHORITY, IF INDIVIDUAL OR SOLE PROPRIETOR.....	36
CERTIFICATE OF AUTHORITY, IF CORPORATION OR LIMITED LIABILITY COMPANY.....	37
CERTIFICATE OF AUTHORITY, IF PARTNERSHIP.....	38
CERTIFICATE OF AUTHORITY, IF JOINT VENTURE.....	39
BID BOND.....	40
GOVERNMENTAL CONTACT INFORMATION.....	42
ACKNOWLEDGMENT OF CONFORMANCE.....	43
BIDDER CONFIRMATION OF QUALIFICATIONS.....	44
BIDDER EXPERIENCE QUESTIONNAIRE.....	46
SUBCONTRACTORS LIST.....	47
ACKNOWLEDGEMENT OF ADDENDA .....	48
SPECIFICATIONS FOR WORK ITEMS IN THE BID AND PROPOSAL FORM.....	49

**ATTACHMENTS**

ATTACHMENT "A" – CONTRACT FORM – TO BE EXECUTED AFTER AWARD OF CONTRACT

ATTACHMENT "B" – GUARDRAIL DRAWINGS

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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**Date: March 20, 2012**

**IFB NO. 12-005**

**INVITATION FOR BIDS (IFB)**

**ALL INTERESTED PARTIES:**

**Request Bid Package at:** [jromance@southwestranches.org](mailto:jromance@southwestranches.org)

Sealed bids will be received by the Town of Southwest Ranches, at the Office of the Deputy Town Clerk, 13400 Griffin Road, Southwest Ranches, FL 33330, until **11:00 A.M., Tuesday, April 17, 2012**, at which time they will be publicly opened and read for:

**“GUARDRAILS INSTALLATION AT STIRLING ROAD, IFB No. 12- 005”**

The project site is located in the Town of Southwest Ranches, Broward County, Florida. The TOWN is approximately 13 square miles and is home to over 7,500 residents. The TOWN is a rural environment, filled with grazing animals, nurseries, farms and an abundance of wildlife. The TOWN's surface transportation system consists largely of two-lane local and collector roads with variable rights-of-way. The TOWN is currently responsible for the maintenance of 82 miles of these types of roads.

The project involves furnishing and installing guardrails, with steel posts, posts foundation, ends treatment, at Stirling Road between SW 195<sup>th</sup> Terrace and SW 198<sup>th</sup> Trail. The project includes site preparation, maintenance of traffic, site restoration, and testing. All work shall conform to the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction; FDOT Design Standards; and the Manual on Uniform Traffic Control Devices (MUTCD).

Bids must be accompanied by a cashier's check or bid bond made payable to the Town of Southwest Ranches, Florida, in an amount not less than five percent of the total base bid as a guarantee that in the event the contract is awarded to the Bidder, he will promptly enter into a contract and furnish the required payment and performance bonds and insurance certificates within fourteen (14) days after receiving notice of award from the Town.

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.

Any questions concerning the IFB should be **emailed** to:

Juanita Romance, Deputy Town Clerk  
13400 Griffin Road  
Southwest Ranches, Florida 33330  
Phone: 954-434-0008  
Email: [jromance@southwestranches.org](mailto:jromance@southwestranches.org)

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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3. **ADDENDA OR ADDITIONAL INFORMATION**

Any questions or requests for clarifications concerning this IFB shall be submitted in writing by mail, facsimile or E-mail and directed to Ms. Juanita Romance, Deputy Town Clerk, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL, 33330; by Fax number (954) 434-1490; or E-mail address: [jromance@southwestranches.org](mailto:jromance@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 but no later than noon, April 10, 2012.** All responses to questions/clarifications, if deemed necessary by the TOWN, 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, after the deadline. Bidders are hereby notified that they shall not rely upon oral representations or discussions with the TOWN, including its staff or consultants.

4. **SECURITY AND BONDING REQUIREMENTS:**

**i. BID SECURITY**

Simultaneous with the delivery of an executed Bid to the TOWN, Bidder shall furnish to the TOWN a Bid Security in an amount equal to five percent (5%) of the total bid price. The Bid Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having a resident agent in the State of Florida, or in the form of money order or cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the TOWN. Bonds shall be submitted on the forms provided herein by the TOWN. Failure to supply Bid Security with the Bid at the time of Bid opening shall automatically disqualify the bidder as non-responsive.

**ii. PERFORMANCE AND PAYMENT GUARANTEE**

Simultaneous with the delivery of the executed contract form, the CONTRACTOR shall furnish to the TOWN an executed performance and payment bond in the amount equal to one hundred percent (100%) of the contract value, as security for the faithful performance of the contract and for the payment of all persons performing labor and/or furnishing materials in connection with the Work. The condition of this obligation is such that, if the CONTRACTOR shall promptly and faithfully perform said contract, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the contract, and shall fully indemnify and save harmless the TOWN and its agents for all costs and damages he may suffer by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Bonds shall be in the form and as prescribed by Florida Statutes, Section 255.05.

**7. BID WITHDRAWAL**

Any Bidder may withdraw its bid prior to bids opening by providing a written notice to the Town. After bids are opened, they shall be irrevocable for a period of ninety (90) days. Bidders who unilaterally withdraw a bid without permission of the Town before 90 days have elapsed from the date of the bids opening may be debarred and are subject to forfeiture of the Bid Security.

**8. CONE OF SILENCE**

A cone of silence is hereby imposed and made applicable to this Invitation for Bids (IFB). The cone of silence shall become effective from the time this IFB is advertised, and shall terminate at the time that the Town Council meets to make a final decision regarding a contract award, rejects all responses, or takes other action which ends the IFB process. During the effective time period of the cone of silence, any person or entity which submits a response, or that will be subject to evaluation under the terms of this IFB, shall not have any communication with the members of the Town Council relative to this IFB, except as may be permitted or required during public meetings of the Town Council. NOTE: A Bidder who violates the cone of silence shall be subject to automatic disqualification from further consideration.

A "Cone of Silence" means a prohibition on any communication regarding a particular request for proposal, request for qualification or invitation for bids and as set forth in the Town's Procurement Code.

**9. NOTICE TO PROCEED**

After execution of a contract the Town may issue a Notice to Proceed to the Contractor. CONTRACTOR shall be required to attend a pre-construction meeting. The date, time and place of the meeting will be set by the TOWN. A Notice to Proceed may be issued at the pre-construction meeting.

CONTRACTOR shall be instructed to commence work by written instructions by TOWN Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until CONTRACTOR submits to the TOWN all required documents and after execution of the Contract by both parties. The receipt of all necessary permits by CONTRACTOR, if any, is a condition precedent to the issuance of a Notice to Proceed. CONTRACTOR warrants to the TOWN that it shall expeditiously apply for all building permits and shall thereafter, diligently and continuously perform such Work to achieve Substantial and Final Completion.

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

**15. 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. Also, 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. A bid submission in pencil will not be accepted.

**16. MISTAKE**

If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. 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.

**17. DELIVERY**

All delivery costs and charges for materials shall be included in the Bid price. Delivery shall be freight on board (F.O.B.) to the project site in the Town of Southwest Ranches, Florida.

**18. LIABILITY, INSURANCE, LICENSING & PERMITS**

Where a Contractor is 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/Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor 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, Florida Building Code, Broward County, or Town of Southwest Ranches Code. 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.

The bid shall include certificate(s) of insurance or written proof of the ability to provide the required insurance 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. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide the TOWN with certified copies of all insurance policies providing coverage which meets the requirements as outlined below:



TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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- F. Proposers are required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.
- G. 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.

**19. AWARD OF CONTRACT**

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 also reserves the right to award the contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the TOWN, unless otherwise stated. The TOWN also reserves the right to waive minor variations to the specifications. Final determination and award of contract shall be made by the Town Council of the Town of Southwest Ranches.

After opening of bids, the TOWN 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. The TOWN intends to award a contract to the lowest responsive and responsible bidder in accordance with the terms of this IFB and the TOWN's Procurement Code.

**20. 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, may 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.

**21. 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, and 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.

**29. 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.

**30. 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.

**31. REMEDIES FOR BREACH**

Should the selected CONTRACTOR fail to perform after contract execution, the TOWN shall notify CONTRACTOR in writing of such failure to perform and CONTRACTOR shall have thirty (30) days to cure such failure. If CONTRACTOR fails to cure, then the TOWN shall have the right to immediately terminate the Contract. In that event, the TOWN shall also be free to sue CONTRACTOR for damages, in addition to any other right or remedy that it may have. Nothing herein shall be construed as precluding the TOWN's right to terminate the Contract for convenience by providing seven (7) days written notice.

**32. WRITTEN CONTRACT**

The successful bidder shall be required to enter into a written contract with the TOWN, the contract form of which shall be prepared by the TOWN, and shall incorporate the terms of this advertisement, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the TOWN's Procurement Code, and is acceptable to the Town Council. The contract shall be substantially in the form attached to this IFB.

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

---

respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

**TOWN:** The public body with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

**Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

**B. PRELIMINARY MATTERS**

**Before Starting Construction**

The awarded Bidder will be required to execute a contract. The Contractor shall provide to the Town a Performance and Payment Bond, and insurance certificates prior to issuance of a Notice to Proceed. The Contractor will commence work upon receipt of a Notice to Proceed from the Town and complete the work within the completion date and in accordance with the Invitation for Bid.

**Upon completion of Construction**

The Contractor shall notify and request Town for a substantial or final completion inspection. Payment to Contractor will be dependent on satisfactory completion of the work and in accordance with Subsection J-Payment, of the General Conditions of this agreement.

**C. CONTRACT DOCUMENT**

The Contract Documents comprise the entire agreement between the TOWN and CONTRACTOR concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, or to any permits and conditions thereof, whether such reference by specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations or permit in effect at the time of executing the contract, except as may otherwise be specifically stated. Clarifications and interpretations of the Contract Documents shall be issued by the TOWN.

If during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the TOWN in writing at once and before proceeding with the Work affected thereby and shall obtain a written interpretation or clarification from the TOWN.

**Amending and Supplementing Contract Documents**

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof as outlined in this section, Item G – “Changes in the Work”.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

---

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all OSHA safety requirements while performing the Work. As a minimum, all personnel performing the work subject to this Contract will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

The CONTRACTOR will be responsible for design, set-up and execution of the Maintenance of Traffic (MOT) operations for work being performed within public rights-of-way. MOT plans for each of the roadway locations shall be included in the applicable items of the Bid Proposal Form and in the Grand Total Bid Price. MOT plans shall be acceptable to the TOWN and must be prepared by MOT certified personnel in accordance with the current guidelines published in the "Manuals on Uniform Traffic Control Devices", the "Florida Department of Transportation Roadway and Traffic Design Standards" (600 Series), and the "Standard Specifications for Road and Bridge Construction".

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. Also, all debris removed from the TOWN must be legally disposed of according to the TOWN's Code of Ordinances and in accordance with Local, State and Federal Regulations.

If the CONTRACTOR intends to use sub-contractors to perform any work on this contract, these sub-contractors are subject to approval by TOWN. CONTRACTOR shall be fully responsible to TOWN for all acts and omissions of any subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between TOWN and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of the TOWN to pay or see to payment of any monies due any such subcontractor, supplier or other person or organization.

All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the TOWN. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items not designated for removal, relocation, replacement or improvement in the course of construction.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

---

which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Work Authorization Price shall be determined by the TOWN. No claim for an adjustment in the Work Authorization Price will be valid if not submitted in accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Work Authorization Price shall be determined by: 1) mutual acceptance of a lump sum (which may include an allowance for overhead and profit) or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved.

**Unit Prices**

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item times the estimated quantity of each item. The estimated quantities of items are not guaranteed.

Each unit price will be determined to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

**I. WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

CONTRACTOR warrants and guarantees to the TOWN that all work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided below.

**Owner May Stop the Work**

If the Work is defective or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, TOWN may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of TOWN to stop the Work shall not give rise to any duty on the part of TOWN to exercise this right for the benefit of CONTRACTOR or any other party.

**Correction or Removal of Defective Work**

If required by TOWN, CONTRACTOR shall promptly, as directed and at its sole expense, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by TOWN, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

**One Year Correction Period**

In the event any work found to be defective within one year after the date of completion, CONTRACTOR shall promptly, without cost to TOWN and in accordance with TOWN's written instructions, either correct such deficient Work, or, if it has been rejected by TOWN, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

---

**J. PAYMENT**

The payment to CONTRACTOR is for all materials, labor, equipment and all else necessary to construct and fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Agreement.

CONTRACTOR shall render all Work to the TOWN at the quoted prices stipulated in the Bid Proposal Form and TOWN shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents at said prices stipulated in Bid Proposal Form.

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 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 Contract Price 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.

TOWN and CONTRACTOR agree that payment under this contract will be subject to (a) the delivery of an appropriate invoice by CONTRACTOR to TOWN, and (b) verification by TOWN that the Work is acceptable and 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.

The TOWN shall pay the contract price to the Contractor in accordance with the procedures set forth in Chapter 218.70, Florida Statutes, "Local Government Prompt Act." Progress payments may be submitted by CONTRACTOR to the TOWN for partial completion of the Work, but no more than once monthly, for the period ending at end of the month. Each payment request must be accompanied by supporting information. Each progress payment shall be reduced by ten (10) percent for retainage. The final retainage will be released after completion of project and receipt of acceptable reports and other documentation including certification of payment to subcontractors, but no earlier than 30 days of last progress payment request.

Final payment request must be accompanied by written notice from CONTRACTOR that the entire Work for the agreed roadway(s) was completed. The TOWN will make a final inspection and notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. The TOWN may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the TOWN has been required to correct defective Work or complete Work in accordance with Section I, or (c) because claims have been made against the TOWN on account of

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

---

**M. EQUIPMENT STORAGE AND MOBILIZATION**

The CONTRACTOR must be fully capable of servicing the TOWN's needs, providing all of the materials and equipment to fulfill the requirements of the Contract Documents and shall be responsible for the storage of all materials and equipment at CONTRACTOR's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other TOWN properties.

**N. CONTRACTOR'S PERFORMANCE**

The CONTRACTOR shall commence the performance of the work identified in the task authorization within ten (10) calendar days from effective date of Notice to Proceed and shall diligently continue its performance to and until final completion of the task. The Contractor shall accomplish Substantial completion of each assigned task within the completion calendar days from indicated in the Notice to Proceed.

**O. HOURS OF OPERATIONS**

The CONTRACTOR shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

**TENTATIVE SCHEDULE OF EVENTS**

The **tentative schedule** of events relative to this procurement shall be as follows. TOWN reserves the right to modify the tentative dates.

<b><u>Event</u></b>	<b><u>Date</u></b>
1. Issuance of Invitation for Bid	March 20, 2012
2. Deadline for Request for Clarification	April 10, 2012 at 11:00 a.m.
4. Opening of Bids	April 17, 2012
5. Completion of Evaluations	To be determined
6. Award of Contract (Council Action)	To be determined
7. Issue Notice to Proceed (NTP)	To be determined
8. Substantial Completion of Project	30 cal. Days from NTP
9. Final Completion of Project	45 cal. Days from NTP

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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**THE TOWN AT ITS SOLE DISCRETION SHALL DECIDE WHETHER TO AWARD  
THE ADDITIVE BID WORK, AND MAY AWARD THE ADDITIVE BID  
SEPARATELY TO ANOTHER BIDDER.**

The substantial completion of the project shall be 30 calendar days from date of issuance of the Notice to Proceed, and final completion shall be 45 calendar days from date of issuance of the Notice to Proceed.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the bid as Principal or Principals is/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 Bidder shall furnish prices for all bid items. Failure to do so may render the Bid invalid and cause its rejection. Also, evidence that the Bidder holds appropriate licenses to perform the work subject of this Bid, and as required by Florida Statutes 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, as set forth herein.

Proposer's Signature: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

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

Contractor: \_\_\_\_\_

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

\_\_\_\_\_

All applicable federal, state and local taxes, permit fees, insurance, and performance and payment bonds are included in the Bid Price. In the event of any discrepancy in the line item amounts, the calculated total 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).

**[Signatures on next page]**



TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address of Corporation

\_\_\_\_\_  
Signature of President

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

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

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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**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 \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_  
whose business address is \_\_\_\_\_
- 

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Personally known \_\_\_\_\_

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

(Type of Identification)

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

My Commission Expires \_\_\_\_\_

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

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012,

Personally known \_\_\_\_\_

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

My Commission Expires \_\_\_\_\_

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

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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**CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)**

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

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 2012, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_ 2012, to the Town of Southwest Ranches and this corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation or Limited Liability Company this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

(SEAL)

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

---

**CERTIFICATE OF AUTHORITY (If Joint Venture)**

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

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_

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a corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 2012, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as of the Joint Venture be and is hereby authorized to execute the Bid/Proposal dated, 2012, to the Town of Southwest Ranches official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 2012.

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

(SEAL)

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

---

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

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.

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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**ACKNOWLEDGMENT OF CONFORMANCE  
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

\_\_\_\_\_, 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 \_\_\_\_\_'s failure to comply with such act.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

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

DATE: \_\_\_\_\_

**BIDDER:** \_\_\_\_\_



TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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State of Florida

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_ of \_\_\_\_\_ (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 \_\_\_\_\_ County, Florida

\_\_\_\_\_  
Notary Signature

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

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

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**SUBCONTRACTORS LIST**

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**


**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
BID DOCUMENT FOR GUARDRAILS INSTALLATION AT STIRLING ROAD  
IFB No. 12-005

---

**SPECIFICATIONS FOR WORK ITEMS IN THE BID AND PROPOSAL FORM**

The work items indicated in Bid and Proposal Form in this Invitation for Bid (IFB) shall conform to the materials and construction methods in accordance with the latest edition of the FDOT Specifications for Road and Bridge; FDOT Design Standards; and the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). Specifications indicated under each item below are additional requirements and/or clarification.

- Refer to FDOT Design Standards Index 400.
- Guardrails shall be new. Recycled material is not acceptable.
- Guardrails shall be W-Beam Corten Weathering Steel. Each panel shall be 12'-6"; no weld joint. Hardware shall conform to Corten steel manufacturer's recommendation. No subrails.
- Price per lineal foot of guardrail includes any necessary shop bent work.
- Post shall be W6x8.5 steel. Post spacing shall be at 6' 3".
- Offset block shall be timber.
- Mounting height shall be 1'-9" to center of W-Beam guardrail.
- Cable End Anchorage Assembly.
- Reflectors shall be installed on the guardrails at every 200 feet.
- Miscellaneous two (2") inches thick – thirty two (32) inches wide asphalt shall be placed as shown on the guardrail detail. Subgrade shall be prepared to minimum 96% density.
- Removal of concrete jersey barriers by others;
- Contractor shall call Sunshine State One Call of Florida, 8-1-1, two full business days before digging to locate and mark approximate location of underground lines, pipes and cables in the project limits, in accordance with "Underground Facility Damage Prevention and Safety Act", Chapter 556, Florida Statutes.
- Contractor shall coordinate with utility companies and agencies.

There shall be no separate pay items for costs for mobilization/demobilization, maintenance of traffic, bonds, insurance, disposal of materials and all else necessary for completion of the project. These costs shall be prorated and included in the total cost for the project.

Time for Performance: The substantial completion and final completion of the project shall be 30 and 45 calendar days, respectively, from effective date of Notice to Proceed.

**AGREEMENT BETWEEN THE**

**TOWN OF SOUTHWEST RANCHES**

**AND**

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**FOR**

**GUARDRAILS INSTALLATION AT**

**STIRLING ROAD**

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

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement.
- 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 \_\_\_\_\_ 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 \_\_\_\_\_ **Dollars** ("Agreement Sum"). The Work shall be performed in accordance with the terms of this Agreement, the Town's Invitation for Bids, and Contractor's Bid, which are incorporated herein by reference. To the extent of any conflict between the terms of this Agreement, the Invitation for Bids, and the Contractor's Bid, the more stringent requirement applicable to the Contractor's performance shall prevail and control.
- 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

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 coverages 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, as required by Florida Statute Chapter 44, as amended, 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 **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and 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 coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

**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.

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



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: Liquidated Damages ("LD's")**

In the event Contractor does not achieve completion of the Work as defined in this Agreement in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Completion Date may cause grave injury and damage to the Town. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Final Completion of the Work within the specified calendar days for each location, from the effective date of the Notice to Proceed for the Work and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$500.00** for each day or portion thereof, that the date of completion is later than the scheduled Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a

#### **Section 24: 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 25: 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 26: 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 27: Time is of the Essence**

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

#### **Section 28: Days**

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

#### **Section 29: 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 30: 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 31: 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

### **Section 34: 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.

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.

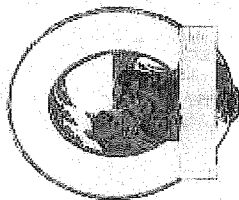
- G. **Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been 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.

**THIS SECTION INTENTIONALLY LEFT BLANK**

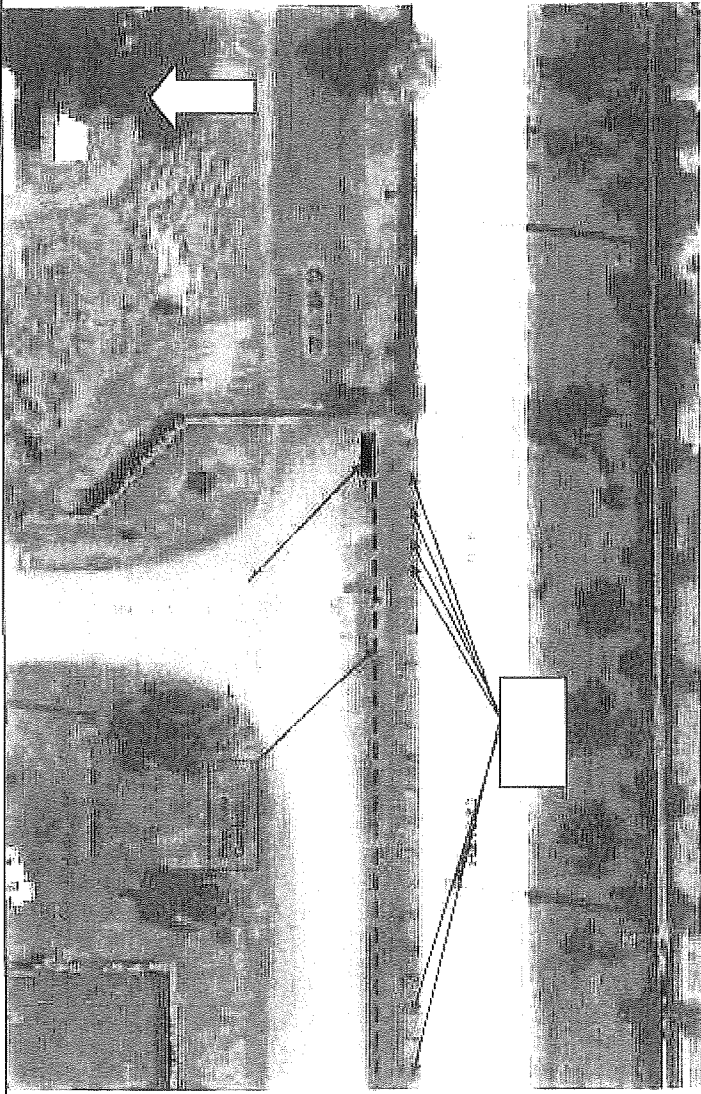
**EXHIBIT "A"**  
**SCOPE OF WORK**

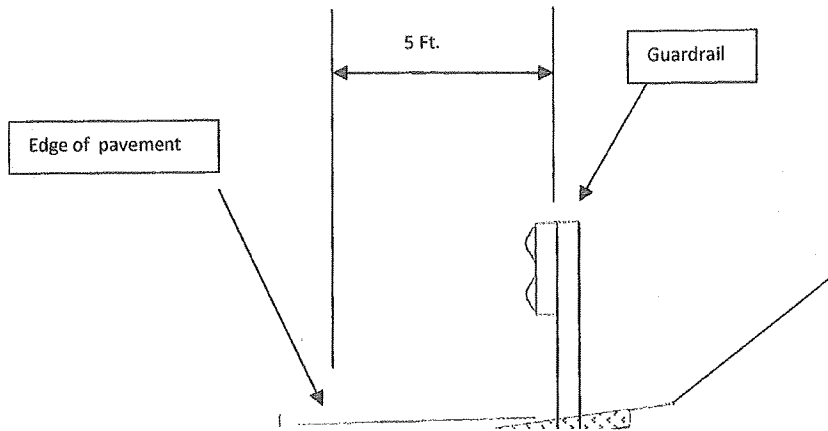
**"GUARDRAILS INSTALLATION AT STIRLING ROAD"**

The project involves furnishing and installing guardrails, steel posts, posts foundation, and end treatment, at Stirling Road between SW 195<sup>th</sup> Terrace and SW 198<sup>th</sup> Trail. The project includes site preparation, maintenance of traffic, site restoration, and testing. All work shall be in accordance with the plans and specifications and conform to the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction; FDOT Design Standards; and the Manual on Uniform Traffic Control Devices (MUTCD).



March 20, 2012



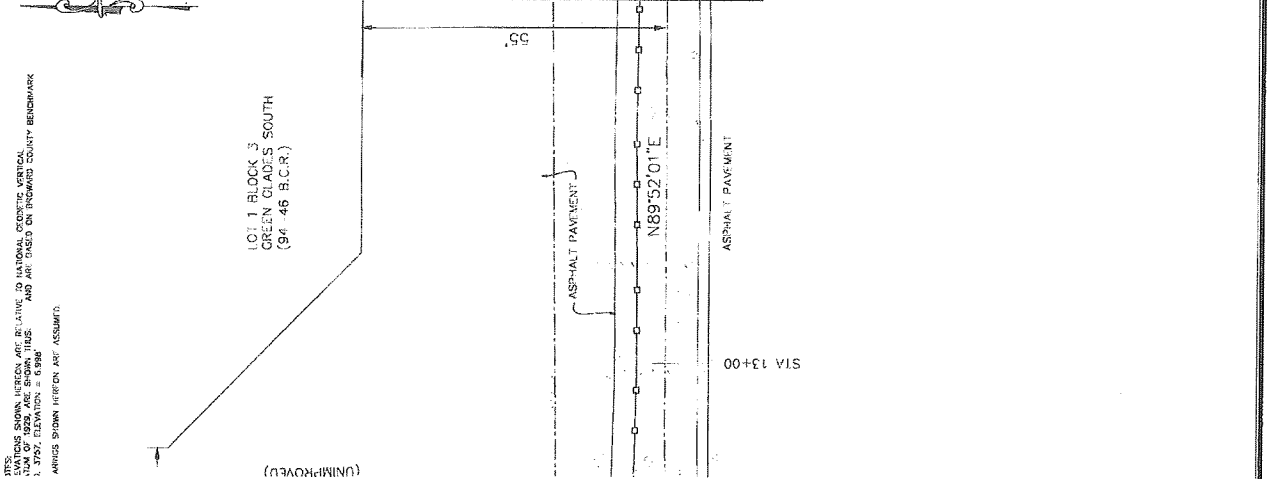




DATE	11/11/03
BY	ML
CHECKED	ML
DATE	11/11/03

ENGINEERING PLAN

MATCH LINE SEE SHEET 1 OF 5



NOTES:  
1. ALL ELEVATIONS ARE RELATIVE TO NATIONAL GEODETIC VERTICAL DATUM OF 1988.  
2. 3.75% ELEVATION = 6.584'  
3. 3.75% ELEVATION = 6.584'  
4. 3.75% ELEVATION = 6.584'

NO.	REVISIONS
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TOWN OF SOUTHWEST RANCHES  
 PREPARED FOR  
 NORTH SIDE OF STIRLING ROAD BETWEEN  
 S.W. 195TH TERRACE & S.W. 198TH AVENUE

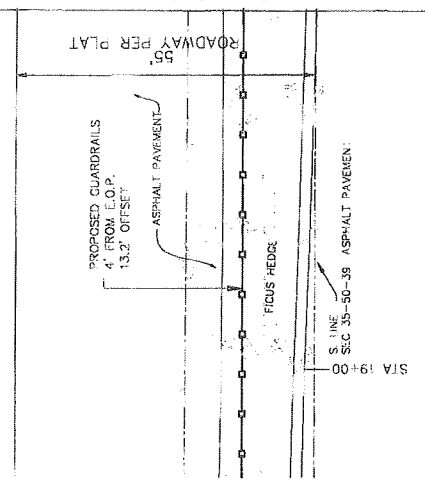
LYNCH SURVEYING AND MAPPING  
 2101 LARGO DRIVE  
 MIAMI, FL 33133  
 (305) 664-3235 FAX (305) 562-3893

SHEET 4 OF 5

ENGINEERING PLAN

NOTES:  
 1. ALL DIMENSIONS SHOWN ARE BASED ON THE 1983 NATIONAL DATUM OF 1983. ALL DIMENSIONS ARE BASED ON THE 1983 NATIONAL DATUM OF 1983. ALL DIMENSIONS ARE BASED ON THE 1983 NATIONAL DATUM OF 1983.  
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196TH LANE  
 DCK 1  
 AD'S SOUTH  
 (C.R.)



JG ROAD

196TH

196TH

## EXHIBIT "C"

### SCOPE OF WORK

The project involves furnishing and installing guardrails, steel posts, posts foundation, and end treatment, along Stirling Road between SW 195<sup>th</sup> Terrace and SW 198<sup>th</sup> Trail. The project includes site preparation, maintenance of traffic, site restoration, and testing. All work shall be in accordance with the plans and specifications and conform to the latest edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction; FDOT Design Standards; and the Manual on Uniform Traffic Control Devices (MUTCD).

The referenced plans and specifications are the "FDOT Design Standards;" the "FDOT Specifications for Road and Bridge;" and the "Manual on Uniform Traffic Control Devices (MUTCD)." The proposed guardrail is shown on the survey plan drawings with overlay of the location drawn by the surveyor under the direction of the Town Engineer. The equestrian access drawing was prepared by the Town Engineer. Additional specifications were stipulated in page 49 of the IFB (Exhibit "A").