

RESOLUTION NO. 2013 – 005

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A CONTINUING CONTRACT WITH WEEKLEY ASPHALT PAVING, INC. FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 23, 2012, the Town advertised an Invitation for Bids No. 12-010, seeking qualified firms for "Continuing Contract for Roadway Repairs and Traffic Signs Maintenance Services;" and

WHEREAS, the Town desires the services of a qualified firm for roadway repair and traffic signs maintenance services; and

WHEREAS, on September 28, 2012 the Town received two (2) bids in response to its advertisement; and

WHEREAS, the bid by Weekley Asphalt Paving, Inc., was found the most responsive and responsible; and

WHEREAS, this continuing contract will allow the Town to use Weekley Asphalt Paving, Inc. on an as-needed basis to repair roads and to maintain traffic signage as directed by Town, and in accordance with a formal work order; and

WHEREAS, the Town of Southwest Ranches desires to enter into a continuing contract with Weekley Asphalt Paving, Inc., for roadway repair and traffic signs maintenance services in accordance with the terms and conditions set forth in IFB No. 12-010 and the accompanying Agreement.

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

Section 1: Recitals. The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: Approval. The Town Council hereby approves the Agreement between the Town of Southwest Ranches and Weekley Asphalt Paving, Inc., providing roadway repair and traffic signs maintenance services in accordance with the IFB and the Agreement, as attached hereto, and incorporated herein by reference, as Exhibit "A".

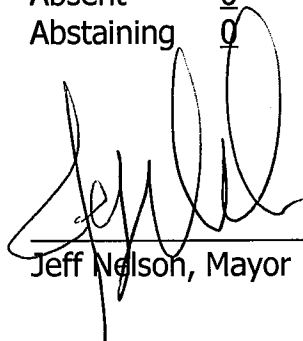
Section 4: Authorization. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate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

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 25th day of October 2012, on a motion by Council Member Fisikelli and seconded by Vice Mayor McKay.

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

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



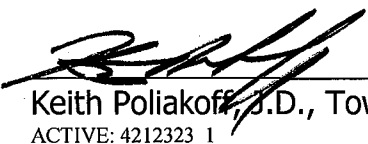
Jeff Nelson, Mayor

ATTEST:



Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, J.D., Town Attorney
ACTIVE: 4212323_1

EXHIBIT "A"

AGREEMENT
BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

WEEKLEY ASPHALT PAVING, INC.

FOR

CONTINUING CONTRACT FOR ROADWAY REPAIR AND
TRAFFIC SIGNS MAINTENANCE SERVICES
IFB No. 12-010

**CONTINUING CONTRACT FOR
ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE
SERVICES**

THIS IS AN CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES("Agreement") made and entered into on this 2nd day of November 2012 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Weekley Asphalt Paving, Inc. (hereinafter referred to as "Contractor").

WHEREAS, on August 23, 2012, in furtherance of the Town's Procurement Code, the Town published an Invitation for Bids (IFB) seeking qualified contractors to enter into a continuing contract based on unit costs to provide maintenance services on Town roadways including pavement, drainage, pavement marker and striping, and traffic signs in the Town limits; and

WHEREAS, bids were received by the TOWN on September 28, 2012 at 2:00 P.M.; and

WHEREAS, there were two (2) bids received for the services requested; and

WHEREAS, the TOWN has adopted Resolution No. 2013-005 at a public Town Council meeting approving the award and has selected Weekley Asphalt Paving, Inc. , as CONTRACTOR for the Project.

WHEREAS, the Town is desirous of entering into an agreement with Weekley Asphalt Paving, Inc. for maintenance services on Town roads, drainage, guardrails, pavement markers and stripings, and traffic signs pursuant to the terms set forth below.

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

Section 1: Scope of Services

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 The Contract Documents consist of this Agreement as modified by executed Work Authorizations (as defined below) and executed Change Orders (as defined below) and the following exhibits which are attached to this Agreement and made a part of it by this reference:

Exhibit "A" – The IFB, including the Scope of Work as set forth in the IFB and Contractor's Bid including Unit Prices;

Exhibit "B" – Work Authorization Sample Form;

To the extent of any conflict among the Contract Documents, the more stringent criteria shall govern over the less stringent criteria and the terms of the Agreement, as it may be modified by executed Work Authorizations and executed Change Orders, shall govern over the terms of the referenced exhibits.

- 1.3 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined and described in the Contract Documents (hereinafter referred to as "Work").
- 1.4 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 ("Work Authorizations"). The form of Work Authorization is attached to and made a part of this Agreement as **Exhibit "B"**. In general, the Work shall include, but shall not be limited to, repairs and maintenance of pavement, drainage facilities such as culverts, inlets and ditches, swales, guardrails, pavement markers and striping, and traffic signs, all as more specifically described in **Exhibit "A"**. Work performed by the Contractor without an executed Work Authorization shall be performed at Contractor's sole cost and expense and Contractor shall not be entitled to receive any compensation from the Town for such Work. In the event that any of the work to be performed is at a volume less than the volume as defined by the Item description in the IFB, Contractor will cooperate with the Town by further breaking down the Unit Price for the particular Item.
- 1.5 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work for local governments in Broward County, Florida. Contractor shall perform the Work in accordance with the requirements of this Agreement and all applicable codes, ordinances, rules, laws and regulations governing the Work.

Section 2: Term of this Agreement and Agreement Time

- 2.1 The term of this Agreement shall be three (3) years from the date of the last signatory of this agreement. This agreement maybe extended for up to three—one year extensions, and at the sole discretion of the Town.
- 2.2 Town and Contractor agree that Contractor shall perform Work under this Agreement within the time set forth in the Work Authorization for such Work. Time is of the essence in the performance of the Work.
- 2.3 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.4 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.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement pursuant to executed Work Authorizations and each Work Authorization Price shall be determined by utilizing the unit prices at the quoted prices stipulated in the portion of **Exhibit "A"** consisting of the Contractor's Bid and

Town shall pay Contractor for completion of the Work in accordance with the Contract Documents at said price stipulated in the Work Authorization.

- 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 amount defined in a Work Authorization Price, Contractor shall pay such excesses 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 a Work Authorization 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.
- 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 and the Work Authorization under which it was authorized. Upon verification by Town that the invoiced Work has been performed in accordance with this Agreement and the Work Authorization under which it was authorized, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4 Town shall pay each Work Authorization Price to Contractor in accordance with the procedures set forth in Chapter 218.70, Florida Statutes, "Local Government Prompt Pay Act." Progress payment applications may be submitted by Contractor to Town for partial completion of the Work under a Work Authorization, but no more often than once monthly, for the period ending at the end of the month. Each payment application must be accompanied by supporting documentation and other information reasonably requested by Town, including but not limited to a Partial Release of Lien in the form set forth in Chapter 713.20, Florida Statutes. Each progress payment shall be reduced by 10% retainage. The final retainage on a Work Authorization shall be released after completion of the Work under such Work Authorization and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Chapter 713.20, Florida Statutes. References to Florida Statutes, Chapter 713 are for convenience and for purposes of defining Contractor's obligations to seek payment. Nothing herein shall be construed, however, to permit Contractor or any other person or entity to assert or record a lien against public property.
- 3.5 A final payment request under a Work Authorization must be accompanied by written notice from Contractor that the entire Work for the agreed roadway(s) in such Work Authorization 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 the Work Authorization, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling the Town to a set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in a Work Authorization; for work

which is outside the limits shown or ordered in a Work Authorization; or additional work performed by Contractor without prior written approval of Town.

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 and Bonds

- 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. Failure of Contractor to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will constitute a material breach of this Agreement.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business and issue insurance 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-VII or better per A.M. Best's Key Rating Guide, latest edition.
- 6.3 All Insurance Policies shall name and endorse the following as additional insureds:
- The Town of Southwest Ranches
Attention: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 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 of Chapter 44, Florida Statutes, which shall include employer's liability insurance. 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 One Million Dollars (\$1,000,000) 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 (CGL) with limits of not less than One Million Dollars (\$1,000,000) 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 coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The policy shall also include an endorsement in which the insurer acknowledges and accepts that Contractor may be utilizing volunteers in addition to employees on the Project.

Such insurance shall not diminish Contractor's indemnification obligations hereunder. The insurance policy shall be issued by such company, in such forms and with such limits of liability and deductibles as are acceptable to the Town and shall be endorsed to be primary over any insurance which the Town may maintain.

6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverage required by this Section and appropriately endorsed for contractual liability with the Town named as an additional insured by endorsement and listed as certificate holder, prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder.

- 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 coverage or limits. Notice shall be sent to:

Town of Southwest Ranches
Attention: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330-2628

and

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

- 6.9 If Contractor's Insurance policy is a "claims-made" policy, then Contractor shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.
- 6.10 If 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 at least 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.
- 6.19 **BOND.** The Contractor shall provide a performance and payment bond for the Project (the "Bond") that in all respects complies with the requirements and form set forth in Florida Statute §255.05. The Bond shall be in the minimum amount of 100% of the Bid Price, guaranteeing to the Town the completion and performance of the Work pursuant to each Work Authorization as well as full payment of all suppliers, material men, laborers, or subcontractors employed for the Project. The Bond shall continue in effect as to the Town for five year(s) after substantial completion of the Work and as to suppliers, material men, laborers, or subcontractors for one year after substantial completion of the Work. Additionally, prior to commencement of the Work, Contractor shall ensure that the Bond is recorded in the public records of Broward County and provide the TOWN with evidence of such recording.

Notwithstanding the specific minimum performance and payment bond, and insurance requirements set forth in this Continuing Contract, the Town may require that the Contractor procure additional insurance coverage and limits for a specific Work Authorization, and up to the amount equivalent to 100% of the Work Authorization price. The added cost for the bond and insurance coverage, if required by the Town, may be included in the total compensation to be set forth in the Work Authorization price schedule set forth in Section 3 hereof.

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

The Contractor shall indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work pursuant to this Agreement. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify the 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 termination of this Agreement by Town.

Section 18: Termination

The Agreement may be terminated upon the following events:

A. Termination by Mutual Agreement. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

B. Termination For Convenience. This Agreement may be terminated for Convenience by Town upon Town providing Contractor with thirty (30) calendar day's written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated and no other compensation or damages shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall

immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

C. Termination for Cause. In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have thirty (30) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately thereafter. In the event that Town terminates 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 violation or non-compliance with Section 11 of this Agreement;
3. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
4. 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 Work Authorization, Notice to Proceed or Purchase Order for the Work, whichever the case may be, 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 Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 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 as the basis for other governmental entities or units to procure the services subject of this Agreement from the Contractor. In the event that the Contractor is engaged by another public agency to perform the services which are the subject of this Agreement, the Town shall have no obligations whatsoever for payment or performance of the agreement between Contractor and the other agency.

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 Work Authorization Price 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 17th 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 33330-2628

With a copy to:

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

If to Contractor:

Daniel D. Weekley, President
Weekley Asphalt Paving, Inc.
20701 Stirling Road
Pembroke Pines, FL 33332

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.

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.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: WEEKLEY ASPHALT PAVING and THE TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 26th day of October 2012.

WITNESSES:

Susan Kuy
Erika Gonzalez

WITNESSES:

Juanita Romance
Susan Kuy

CONTRACTOR:

By: [Signature]
Daniel D. Weekley President
17 day of OCT 2012

TOWN:
TOWN OF SOUTHWEST RANCHES

By: [Signature]
Jeff Nelson, Mayor

1st day of November 2012

By: [Signature]
Andrew D. Berns, Town Administrator

2nd day of November 2012

ATTEST:

[Signature]
Erika Gonzalez-Santamaria, CMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA
 IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
 TRAFFIC SIGNS MAINTENANCE SERVICES

PERFORMANCE RATING MATRIX:

WORK AUTHORIZATION COMPLETED ON TIME (A)	NO. OF RE-WORK (B)	PERFORMANCE RATING (A) or (B)	PERFORMANCE EVALUATION	PROPOSED ACTION
95 TO 100 %	0 to 10%	A	EXCELLENT	Contractor will continue excellent performance. This service performance rating under either column (A) or (B) for 32 months of initial 36 months contract term is required for extension of contract.
85 TO <95 %	11 to 20%	B	SATISFACTORY	Contractor will be allowed to improve service performance rating.
80 TO < 85 %	21 to 50%	C	NEEDS IMPROVEMENT	After 2 nd consecutive report showing C rating- Contractor shall improve performance to B or A.
70 TO < 80 %	51 to 70%	D	NOT ACCEPTABLE	After 3 rd consecutive report showing "D" rating- Contractor shall by the next month's report improve it's performance to "B" or "A"; if the 4 th report shows a "D," it will be considered an "F" Performance Rating.
0 to 70 %	71 to 100%	F	FAIL	After two (2) consecutive monthly report showing "F" – The Town may make a claim against the performance bond, or terminate the contract, or both.

SECTION 3 - TENTATIVE SCHEDULE

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

	EVENT	DATE
1	Issuance of IFB	Thursday August 23, 2012
2	Non-Mandatory Pre-Bid Meeting	Friday September 14, 2012
2	Deadline for Request for Clarification	Thursday September 20, 2012
3	Opening of IFB	Friday September 28, 2012
4	Bid Evaluation Begins	Friday September 28, 2012
5	Award of Contract	Thursday October 25, 2012

[INTENTIONALLY LEFT BLANK]

SECTION 4 - EVALUATION AND SELECTION CRITERIA

The evaluation, selection and award shall be made to the lowest responsive and responsible bidder whose bid is determined in writing to be the most advantageous to the Town.

The Town, at its sole discretion, reserves the right to split the award of the base bid and the additive bid to different bidders, and to the extent deemed by the Town to be in its best interests.

[INTENTIONALLY LEFT BLANK]

BID PROPOSAL FORM

The quantities indicated in the Bid Proposal Form are estimates of annual work. The Town does not guarantee the quantities shown on the bid form nor guarantee a minimum quantity of work in the duration of the contract. The Town in its sole discretion reserves the right to increase or decrease the quantities and determine what work will be required.

**“CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
TRAFFIC SIGNS MAINTENANCE SERVICES”**

A. BASE BID: “ROADWAY REPAIRS MAINTENANCE SERVICES”

Bid Item	FDOT Spec Section No.	Description	Qty	Unit	Unit Price	Price
1	330	Pavement Repair Type 1	100	EA	\$ <u>250.⁰⁰</u>	\$ <u>25,000.⁰⁰</u>
2	330	Pavement Repair Type 2	100	EA	\$ <u>750.⁰⁰</u>	\$ <u>75,000.⁰⁰</u>
3	330 / 334	Pavement Repair Type 3 – Small Quantity Street Paving: 1 1/4" ave. thk; Type S-III or SP 12.5,	20	Ton	\$ <u>170.⁰⁰</u>	\$ <u>3,400.⁰⁰</u>
4	-	M.O.T. for Pavement Repairs Type 1 or 2 located in three Collector Roads: Dykes Rd, SW 172 nd Ave, and Stirling Road from Volunteer Road to Flamingo Road. This pay item is additive to Item 1 or 2 for work performed in the three collector roads.	4	EA	\$ <u>1,900.⁰⁰</u>	\$ <u>7,600.⁰⁰</u>
5	330	Asphalt, Structural/Leveling, Type S-III	100	Ton	\$ <u>145.⁰⁰</u>	\$ <u>14,500.⁰⁰</u>
6	285-7	Optional Base Course, Limerock, 8" thk., 98% Max Dry Density (T-180); Min LBR 100	120	SY	\$ <u>29.⁹⁰</u>	\$ <u>3,588.⁰⁰</u>
7	210	Rework Limerock Base Course, 8" thk., 98% Max Dry Density (T-180); Min LBR 100	240	SY	\$ <u>10.⁰⁰</u>	\$ <u>2,400.⁰⁰</u>
8	285	Optional Base, Milled Asphalt, 8" thk	120	SY	\$ <u>26.⁰⁰</u>	\$ <u>3,120.⁰⁰</u>
9	285	Optional Base, Crushed Conc., 8" thk	120	SY	\$ <u>29.⁹⁰</u>	\$ <u>3,588.⁰⁰</u>

Proposer's Name: WEEKLEY ASPHALT PAVING, INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
TRAFFIC SIGNS MAINTENANCE SERVICES

10	-	Pavement Crack Asphalt Sealing, Up to 1 1/2" gap width.	100	LF	\$ <u>4.00</u>	\$ <u>400.00</u>
11	430-982123	Mitered End Section (M.E.S.), 15", concrete Round Pipe; with concrete slab	2	EA	\$ <u>1,400.00</u>	\$ <u>2,800.00</u>
12	430-982123	Mitered End Section (M.E.S.), 18", concrete Round Pipe; with concrete slab	2	EA	\$ <u>1,600.00</u>	\$ <u>3,200.00</u>
13	430-982123	Mitered End Section (M.E.S.), 24", concrete Round Pipe; with concrete slab	2	EA	\$ <u>1,900.00</u>	\$ <u>3,800.00</u>
14	425-1531	Inlet, Mod. Ditch Bottom, Type C, <5' depth; w/ conc. apron;	1	EA	\$ <u>4,000.00</u>	\$ <u>4,000.00</u>
15	425-1531	Inlet, Mod. Ditch Bottom, Type C, 5' to <10' depth; w/ conc. apron;	1	EA	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
16	425	Inlet, Mod. Ditch Bottom, Type E, <5' depth; w/ conc. apron;	2	EA	\$ <u>5,000.00</u>	\$ <u>10,000.00</u>
17	425	Inlet, Mod. Ditch Bottom, Type E, 5' to <10' depth; w/ conc. apron;	2	EA	\$ <u>6,000.00</u>	\$ <u>12,000.00</u>
18	430-175115	Drainage Pipe, 15" RCP	40	LF	\$ <u>75.00</u>	\$ <u>3,000.00</u>
19	430	Drainage Pipe, 15" ADS	40	LF	\$ <u>85.00</u>	\$ <u>3,400.00</u>
20	430-17-5101	Drainage Pipe, 18", RCP	40	LF	\$ <u>90.00</u>	\$ <u>3,600.00</u>
21	430	Drainage Pipe, 18" ADS	40	LF	\$ <u>100.00</u>	\$ <u>4,000.00</u>
22	430-17-51002	Drainage Pipe, 24", RCP	180	LF	\$ <u>110.00</u>	\$ <u>19,800.00</u>
23	430	Drainage Pipe, 24" ADS	180	LF	\$ <u>120.00</u>	\$ <u>21,600.00</u>
24	430-17-51002	Drainage Pipe, 36", RCP	40	LF	\$ <u>130.00</u>	\$ <u>5,200.00</u>
25	430	Drainage Pipe Culvert, 36" ADS.	40	LF	\$ <u>130.00</u>	\$ <u>5,200.00</u>
26	530	End Wall, Riprap for a 18" Pipe	1	EA	\$ <u>900.00</u>	\$ <u>900.00</u>
27	530	End Wall, Riprap for a 24" Pipe	1	EA	\$ <u>1,800.00</u>	\$ <u>1,800.00</u>
28	530	End Wall, Riprap for a 36" Pipe	1	EA	\$ <u>2,475.00</u>	\$ <u>2,475.00</u>
29	400-1-2	Endwall, Conc. Class I, 18" Pipe, L<12'	1	EA	\$ <u>4,200.00</u>	\$ <u>4,200.00</u>
30	400-1-2	Endwall, Conc. Class I, 24" Pipe, L<12'	1	EA	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
31	400-1-2	Endwall, Conc. Class I, 18" Pipe, L<15'	1	EA	\$ <u>4,200.00</u>	\$ <u>4,200.00</u>

Proposer's Name: WEEKLEY ASPHALT PAVING, INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA
 IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
 TRAFFIC SIGNS MAINTENANCE SERVICES

32	400-1-2	Endwall, Conc. Class I, 24" Pipe, L<15'	1	EA	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
33	536 Index 400	Guardrails Construction, Corten Weathering Steel, Steel Post, timber block;	100	LF	\$ <u>45.00</u>	\$ <u>4,500.00</u>
33A	536 Index 400	Alternate: Guardrails Construction, Standard Steel W-Beam, Steel Post, timber block;	75	LF	\$ <u>40.00</u>	\$ <u>3,000.00</u>
34	536	Guardrails Shop Bent, per panel	2	Panel	\$ <u>300.00</u>	\$ <u>600.00</u>
35	536 Index 400	Guardrails End: Anchor Rod Assembly	4	EA	\$ <u>3,000.00</u>	\$ <u>12,000.00</u>
36	536 Index 400	Guardrail End Treatment, Rounded,	4	EA	\$ <u>1,200.00</u>	\$ <u>4,800.00</u>
36A	536 Index 400	Alternate: Guardrail End Treatment, Rounded, Corten Weathering Steel	4	EA	\$ <u>1,600.00</u>	\$ <u>6,400.00</u>
37	104-11	Floating Turbidity Barrier, Index 103	200	LF	\$ <u>18.00</u>	\$ <u>3,600.00</u>
38	104-12	BMP's, Silt Curtain	1000	LF	\$ <u>5.00</u>	\$ <u>5,000.00</u>
45	162	Fill (Organic, Preparation for Grass Placement)	50	CY	\$ <u>25.00</u>	\$ <u>1,250.00</u>
46	120-3	Swale Grading	400	CY	\$ <u>40.00</u>	\$ <u>16,000.00</u>
47	981-3	Grass Sod, Bahia	2000	SY	\$ <u>3.00</u>	\$ <u>6,000.00</u>
48	981-3	Grass Sod, Floratam	1000	SY	\$ <u>4.00</u>	\$ <u>4,000.00</u>
49	107	Litter Removal & Disposal; One service worker; 2 Hours Min.	50	HR	\$ <u>250.00</u>	\$ <u>12,500.00</u>
50	-	Sand Application to a Spill Area; One service worker; 2 Hrs. Min.	5	HR	\$ <u>200.00</u>	\$ <u>1,000.00</u>
51	-	Bollards for Fire Well	10	EA	\$ <u>490.00</u>	\$ <u>4,900.00</u>
52	-	Sidewalk; concrete; 4 inches thick	30	SY	\$ <u>89.00</u>	\$ <u>2,670.00</u>
53		Truncated Dome Panel, 24"x36", yellow, meeting ADA.	4	EA	\$ <u>600.00</u>	\$ <u>2,400.00</u>
54	-	Non-Standard Work Hour Factor (Percent additive to Unit Price)	-	-	% <u>55</u>	XXXXXXXXXX
55 thru 59	-	None - - Intentionally Left Blank				
		TOTAL BASE BID: (Sum of Items 1 thru 53)				\$ <u>359,391.00</u>

Proposer's Name: WEEKLEY ASPHALT PAVING, INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
TRAFFIC SIGNS MAINTENANCE SERVICES

ADDITIVE BID: "TRAFFIC SIGNS MAINTENANCE SERVICES"

Bid Item	FDOT Spec Section No.	Description	Qty	Unit	Unit Price	Price
60	0700	Furnish & Install (F&I) New Stop Sign (R1-1, 30") and Single U-channel Post.	12	Assembly	\$ <u>300.00</u>	\$ <u>3,600.00</u>
61	0700	F&I New Stop Sign Blade (R1-1, 30") on Extg. U-Channel Post.	2	EA	\$ <u>300.00</u>	\$ <u>600.00</u>
62	0700	Furnish & Install (F&I) New Speed Limit Sign (e.g. R2-1, 30") and Single U-Channel Post.	12	Assembly	\$ <u>300.00</u>	\$ <u>3,600.00</u>
63	0700	F&I New Speed Limit Sign Blade (e.g., R2-1, 30") on Extg. U-Channel Post.	2	EA	\$ <u>300.00</u>	\$ <u>600.00</u>
64	0700-2011	F&I New Misc. Sign (Not Listed as a Separate Bid Item) and Single U-Channel Post (Less than 12 SF).	10	Assembly	\$ <u>300.00</u>	\$ <u>3,000.00</u>
65	0700-2011	F&I New Misc. Sign (Not Listed as a Separate Bid Item) and Single U-channel Post (12 to 25 SF).	10	Assembly	\$ <u>325.00</u>	\$ <u>3,250.00</u>
66	0700-2060	Remove Existing Sign (Less than 12 SF) & Single U-channel Post.	5	Assembly	\$ <u>30.00</u>	\$ <u>150.00</u>
67	0700-2160	Remove Existing Sign (12 to 25 SF) & Multi-Post.	5	Assembly	\$ <u>30.00</u>	\$ <u>150.00</u>
68	0700	Repair Sign (Less than 12 SF) w/ Single Post: Straighten Assembly Only.	50	EA	\$ <u>235.00</u>	\$ <u>11,750.00</u>
69	0700	Repair Sign (12 to 25 SF) Multi-Posts: Straighten Assembly Only.	20	EA	\$ <u>235.00</u>	\$ <u>4,700.00</u>
70	0700	F&I New Misc. Sign Panels (Less than 12 SF) on Extg. Post.	20	EA	\$ <u>235.00</u>	\$ <u>4,700.00</u>
71	0700	F&I Single Post; for Sign Blade (Less than 12 SF).	20	EA	\$ <u>235.00</u>	\$ <u>4,700.00</u>
72	0700	F&I Single Post; for Sign Blade (12 to 25 SF).	10	EA	\$ <u>177.00</u>	\$ <u>1,770.00</u>
73	0700	F&I Street Name Signs Assembly: Two Signs on Cross Piece Bracket/Hardware, Each Single Blade-Back to Back, Signage.	30	Assembly	\$ <u>235.00</u>	\$ <u>7,050.00</u>

Proposer's Name: WEEKLEY ASPHALT PAVING, INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
 IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
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74	0700	F&I Street Name Sign on Existing Post; One Blade Only, Each Single Blade w/ Back to Back Signage; Incl. Hardware.	10	EA	\$ <u>235.⁰⁰</u>	\$ <u>2,350.⁰⁰</u>
75	0700	(Intentionally Left Blank)				
76	0705	F&I Object Marker Sign: OM1-1/ OM1-2/ OM1-3C; Excl. Post	48	EA	\$ <u>265.⁰⁰</u>	\$ <u>12,720.⁰⁰</u>
77	0705	F&I Object Marker Sign: OM2-2H/ OM2-2V; Excl. Post	48	EA	\$ <u>265.⁰⁰</u>	\$ <u>12,720.⁰⁰</u>
78	0705	F&I Object Marker Sign: OM-3L / OM-3R / OM-3C; Excl. Post	36	EA	\$ <u>265.⁰⁰</u>	\$ <u>9,540.⁰⁰</u>
79	0705	F&I Object Marker Sign: OM4-1/ OM4-2; Excl. Post	12	EA	\$ <u>265.⁰⁰</u>	\$ <u>3,180.⁰⁰</u>
80	-	F&I Traffic Delineators, Flexible. 36", Pavement Mount	100	EA	\$ <u>77.⁰⁰</u>	\$ <u>7,700.⁰⁰</u>
81	-	F&I Traffic Delineators, Flexible. 36", Ground Mount	20	EA	\$ <u>77.⁰⁰</u>	\$ <u>1,540.⁰⁰</u>
82	0711-11222	F&I Pavement Striping, 6"; Solid, Yellow, Thermoplastic	2500	LF	\$ <u>1.⁰⁰</u>	\$ <u>2,500.⁰⁰</u>
83	0711-11122	F&I Pavement Striping, 6", Solid, White, Thermoplastic.	5000	LF	\$ <u>1.⁰⁰</u>	\$ <u>5,000.⁰⁰</u>
84	0711-11142	F&I Pavement Striping, 6", Skip, White. Thermoplastic.	500	LF	\$ <u>1.⁰⁰</u>	\$ <u>500.⁰⁰</u>
85	0711	F&I Pavement Striping, 6", Skip, Yellow, Thermoplastic.	500	LF	\$ <u>1.⁰⁰</u>	\$ <u>500.⁰⁰</u>
86	0711-11170	F&I Pavement Marking Directional Arrows, Thermoplastic. (96" Height)	4	EA	\$ <u>71.⁰⁰</u>	\$ <u>284.⁰⁰</u>
87	0711	F&I Pavement Striping, 12", Solid, White, Thermoplastic	240	LF	\$ <u>3.⁰⁰</u>	\$ <u>720.⁰⁰</u>
88	0710	Alternate: Pavement Striping, 6", White, Solid, Paint.	5000	LF	\$ <u>0.50</u>	\$ <u>2,500.⁰⁰</u>
89	0710	Alternate: Pavement Striping, 6", Yellow, Solid, Paint.	2500	LF	\$ <u>0.50</u>	\$ <u>1,250.⁰⁰</u>
90	0711	F&I Pavement Striping, Thermo, Speed Hump Chevron, White, Solid, 6",	280	LF	\$ <u>1.⁰⁰</u>	\$ <u>280.⁰⁰</u>
91	0711	Removal of Pavement Striping, 6" & Marking, (Thermo)	500	LF	\$ <u>3.50</u>	\$ <u>1,750.⁰⁰</u>
92	0711	F&I Pavement Message, Miscellaneous; Thermoplastic (96" Height)	4	EA	\$ <u>177.⁰⁰</u>	\$ <u>708.⁰⁰</u>

Proposer's Name: WEEKLEY ASPHALT PAVING, INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
TRAFFIC SIGNS MAINTENANCE SERVICES

93	0710	Pavement Directional Arrows, Paint, 96" Height	6	EA	\$ <u>80.00</u>	\$ <u>480.00</u>
94	0706-3	F&I Raised Pavement Markers (RPM), Yellow/Yellow, 4"x4".	40	EA	\$ <u>5.00</u>	\$ <u>200.00</u>
95	0706-3	F&I Raised Pavement Markers (RPM) (Blue/Blue), 4"x4". F & I Hydrant Marker, Reflective, Blue.	5	EA	\$ <u>5.00</u>	\$ <u>25.00</u>
96	0521	Barrier Wall (Jersey Barrier, Concrete, Usage only.	5	Each/Day	\$ <u>100.00</u>	\$ <u>500.00</u>
97	0521	Barrier Wall (Jersey Barrier, Plastic, Usage only.	5	Each/Day	\$ <u>100.00</u>	\$ <u>500.00</u>
98	-	Cones, Orange, 36", w/ reflective tapes, Usage Only	20	Each/Day	\$ <u>1.00</u>	\$ <u>20.00</u>
99	-	Barricade, Type I, Usage Only	20	Each/Day	\$ <u>1.00</u>	\$ <u>20.00</u>
100		Barricade, Type II, Usage Only.	20	Each/Day	\$ <u>1.00</u>	\$ <u>20.00</u>
101		Barricade, Type III, w/ light, Usage Only	20	Each/Day	\$ <u>3.00</u>	\$ <u>60.00</u>
102		Variable Message Sign (VMS) Board, trailer mounted, Usage Only	10	Each/Day	\$ <u>29.00</u>	\$ <u>290.00</u>
103		Guardrail Delineator, 7 Sq. In. reflective area.	50	EA	\$ <u>50.00</u>	\$ <u>2,500.00</u>
104		Sign Cleaning	20	EA	\$ <u>100.00</u>	\$ <u>2,000.00</u>
105		Non-Standard Work Hour Factor (Percent additive to Unit Price)	-	-	% <u>55</u>	XXXXXXXXXX
		TOTAL ADDITIVE BID: (sum of Items 60 thru 104)				\$ <u>121,977.00</u>

THE TOWN AT ITS SOLE DISCRETION MAY AWARD THE ADDITIVE BID SEPARATELY TO ANOTHER BIDDER.

Proposer's Name: WEEKLEY ASPHALT PAVING, INC

BID PROPOSAL FORM – ‘continued’

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. Note: The cost of all licenses, insurance, taxes, performance and payment bonds must be included in the Bid Prices submitted.

Notes:

- The TOWN reserves the right to award multiple or partial contracts
- See Attachment “A” – Work Authorization Sample Form
- See Attachment “B” – Purchase Order, Sample Form
- See Attachment “C” – Photos

Proposer's Signature: _____

Proposer's Name: _____

Date: _____

Contractor: _____

Address: _____

DANIEL D. WEEKLEY, PRESIDENT

9/28/12

WEEKLEY ASPHALT PAVING, INC

20701 STIRLING RD

PEMBROKE PINES, FL 33332

TOWN OF SOUTHWEST RANCHES, FLORIDA
IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
TRAFFIC SIGNS MAINTENANCE SERVICES

BID PROPOSAL FORM – 'continued'

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).

NAME: WEEKLEY ASPHALT PAVING, INC

ADDRESS: 20701 STIRLING RD, PEMBROKE PINES, FL 33332

FEIN: 59-0753039

LICENSE NUMBER: 78-581 STATE OR COUNTY: BROWARD CO.

LICENSE TYPE: 3A MAJOR ROADS
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: SEE ATTACHMENT #3
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: WAYNE D. WEEKLEY

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: DANIEL D. WEEKLEY, PRESIDENT

BIDDER'S ADDRESS: 20701 STIRLING RD, PEMBROKE PINES, FL 33332

BIDDER'S PHONE NUMBER: Office: 954-680-8005 Cell: 954-444-1054

ADDENDUM ACKNOWLEDGMENT (if necessary):

The Bidder has received Addendum No 1 dated 9/14/12.

The Bidder has received Addendum No _____ dated _____.

(Signature Lines on Next Page)

TOWN OF SOUTHWEST RANCHES, FLORIDA
IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
TRAFFIC SIGNS MAINTENANCE SERVICES

By:

DANIEL D. WEEKLEY, PRESIDENT
WEEKLEY ASPHALT PAVING, INC

Name of Corporation

20701 STIRLING RD

PEMBROKE PINES, FL 33322

Address of Corporation

Signature of President

By: DANIEL D. WEEKLEY, PRESIDENT
President

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

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: _____

DANIEL D. WEEKLEY, PRESIDENT

**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 DANIEL D. WEEKLEY for WEEKLEY ASPHALT PAVING INC whose business address is 20701 STIRLING RD, PEMROKE PINES, FL 33332
_____ and (if applicable) its Federal Employer
Identification Number (FEIN) is 59-0753039 (IF the entity had no FEIN, include the Social
Security Number of the individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
(i). A predecessor or successor of a person convicted of a public entity crime; or
(ii). Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, 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 prime facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

TOWN OF SOUTHWEST RANCHES, FLORIDA
IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
TRAFFIC SIGNS MAINTENANCE SERVICES

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

By: _____

DANIEL D. WEEKLEY
(Printed Name)

PRESIDENT
(Title)

Proposer's Name: WEEKLEY ASPHALT PAVING, INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
TRAFFIC SIGNS MAINTENANCE SERVICES

Sworn to and subscribed before me this 28TH day of SEPTEMBER, 2012.

Personally known ✓

June J. Stone

Or Produced Identification _____
(Type of Identification)

Notary Public - State of FLORIDA

My Commission Expires _____

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



JUNE J. STONE
MY COMMISSION # DD 942755
EXPIRES: December 8, 2013
Bonded Thru Budget Notary Services

Proposer's Name: WEEKLEY ASPHALT PAVING, INC

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)
) ss.
County of BROWARD)

DANIEL D. WEEKLEY being first duly sworn deposes and says that:

- (1) He/She is the PRESIDENT (Owner, Partner, Officer, Representative or Agent) of WEEKLEY ASPHALT PAVING, 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.

By: _____

DANIEL D. WEEKLEY
(Printed Name)

PRESIDENT
(Title)

TOWN OF SOUTHWEST RANCHES, FLORIDA
IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
TRAFFIC SIGNS MAINTENANCE SERVICES

Sworn to and subscribed before me this 28TH day of SEPTEMBER, 2012,

Personally known ✓

Or Produced Identification _____
(Type of Identification)

Notary Public - State of
FLORIDA

June J. Stone

My Commission Expires _____
(Printed, typed, or stamped commissioned name of notary public)



JUNE J. STONE
MY COMMISSION # DD 942755
EXPIRES: December 8, 2013
Bonded Thru Budget Notary Services

Proposer's Name: WEEKLEY ASPHALT PAVING, INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
TRAFFIC SIGNS MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of _____)
County of _____) ss.

I HEREBY CERTIFY that _____, as
Principal or Owner of (Company name) _____, is hereby
authorized to execute the Bid dated _____ 2012, to the Town of Southwest Ranches
and his execution thereof, attested by the undersigned, shall be the official act and deed of

(Company name)

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

Secretary:

(SEAL)

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

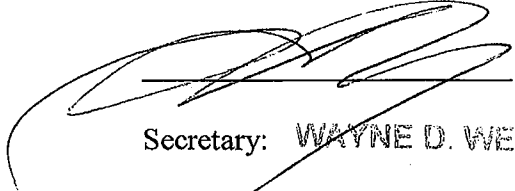
State of FLORIDA)
) ss.
County of BROWARD)

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 FLORIDA, held on SEPTEMBER 28, 2012, the following resolution was duly passed and adopted:

"RESOLVED, that DANIEL D. WEEKLEY, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, 9/28/ 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 28TH day of SEPTEMBER, 2012.


Secretary: WAYNE D. WEEKLEY
(SEAL)

CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)
County of _____) ss.

I HEREBY CERTIFY that a meeting of the Partners of the _____
_____ a partnership existing
under the laws of the State of _____, held on _____, 2012, the
following resolution was duly passed and adopted:

"RESOLVED, that, _____, is
_____ of the Partnership, be and is hereby authorized to execute
the Proposal dated, _____, 2012, to the Town of Southwest Ranches and this partnership and
that his execution thereof, attested by the _____ shall be the official act and deed of this
Partnership."

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)

CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
County of _____) ss.

I HEREBY CERTIFY that a meeting of the Principals of the _____

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)

TOWN OF SOUTHWEST RANCHES, FLORIDA
IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
TRAFFIC SIGNS MAINTENANCE SERVICES

Bond No. _____

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we, Weekley Asphalt Paving, Inc.
_____, as Principal, and Western Surety Company
_____, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of 5% of bid Dollars (\$ 5% of bid amount), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated September 28th, 20 12 for "Continuing Contract on Roadway Repairs and Traffic Signs Maintenance Services."

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to said TOWN the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

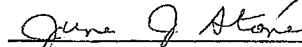
The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time within which said TOWN may accept such Bid; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 28th day of September, 2012, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

TOWN OF SOUTHWEST RANCHES, FLORIDA
IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
TRAFFIC SIGNS MAINTENANCE SERVICES

IN PRESENCE OF:


WAYNE D. WEEKLEY, SEC.


JUNE J. STONE

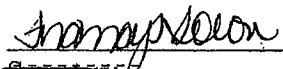
(Individual or Partnership Principal)
DANIEL D. WEEKLEY, PRESIDENT

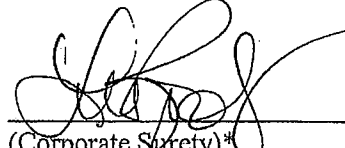
20701 STIRLING RD
(Business Address)

PEMBROKE PINES FL 33332
(City/State/Zip)

954-680-8005
(Business Phone)

ATTEST:


Secretary
Witness - Francys Tolon


(Corporate Surety)*
Western Surety Company

By: Lisette Rodriguez
Attorney-in-Fact

*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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeffrey Samas, Robert Mc Minn, Richard Arcadio Rodriguez, Lisette Rodriguez, Individually

of Coconut Grove, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2012.



WESTERN SURETY COMPANY

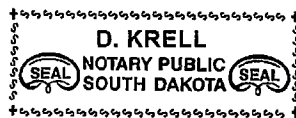
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of February, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of September, 2012.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

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. SEE ATTACHMENT #1
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

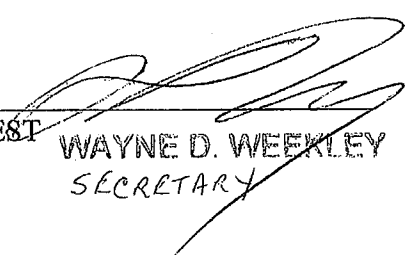
ACKNOWLEDGMENT OF CONFORMANCE

WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

WEEKLEY ASPHALT PAVING, 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 Administration (O.S.H.A.) 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 WEEKLEY ASPHALT PAVING, INC.'s failure to comply with such act.

ATTEST


WAYNE D. WEEKLEY
SECRETARY

WEEKLEY ASPHALT PAVING, INC.
CONTRACTOR

BY: 

DANIEL D. WEEKLEY, PRESIDENT
Print Name

DATE: 9/28/12

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: WEEKLEY ASPHALT PAVING, INC

Bidder's Address: 20701 STIRLING RD
PEMBROKE PINES, FL 33332

Bidder's Phone Number: 954-680-8005

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

DANIEL D. WEEKLEY, PRESIDENT

State of Florida

County of BROWARD

The foregoing instrument was acknowledged before me this 28TH day of SEPTEMBER, 2012 by

DANIEL D. WEEKLEY of WEEKLEY ASPHALT PAVING, 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 BROWARD County, Florida

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

June J. Stone
NOTARY PUBLIC
STATE OF FLORIDA
JUNE J. STONE
MY COMMISSION # DD 942755
EXPIRES: December 8, 2013
Bonded Thru Budget Notary Services

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 Roadway Resurfacing and drainage improvements contracts and client reference

Project Name: SEE ATTACHMENT #2
Contract Amount: _____
Contract Date: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____

Project Name: _____
Contract Amount: _____
Contract Date: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____

Project Name: _____
Contract Amount: _____
Contract Date: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
IFB 12-010: CONTINUING CONTRACT FOR ROADWAY REPAIRS AND
TRAFFIC SIGNS MAINTENANCE SERVICES

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**

STRIPING & SIGNS

HIGH TECH STRIPING

P.O. BOX 667855

MIAMI, FL 33166

M.D.T.

BOB'S BARRICADES, INC.

921 SHOTGUN RD

SUNRISE, FL 33326

SPECIFICATIONS FOR WORK ITEMS IN THE BID AND PROPOSAL FORM

SUMMARY OF SERVICES

The work includes, but not be limited to the furnishing of all labor, materials, tools, equipment, machinery, services, all else necessary for proper roads maintenance which for the purposes of this bid, shall include repairs or pavement, traffic control signs, pavement markers and striping, guardrail installation and repairs, drainage, litter collection, maintenance of traffic, and other miscellaneous work as required by the Town. The contractor may be required to provide service during non-standard hours, 7:00 P.M. to 7:00 A.M.; during a community event; or after a disaster event to supplement the Town's emergency management.

PROJECT LIMITS

The project limits of services under this contract will include all of the public roads rights-of-way and easements within the Town boundaries, including areas of responsibility and obligations of the Town of Southwest Ranches. This includes all parks and other facilities of the Town.

CONTRACTOR QUALIFICATIONS

The Bidder shall be a general contractor for the type of work specified with license through the State of Florida and Broward County. The Bidder shall submit along with his bid evidence that the Bidder holds appropriate licenses and certifications to perform the work specified under this Bid, and as required by Florida Statutes and Local law. Bidders must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, and as set forth herein. The Contractor shall possess the following:

- General Contractor Certification by the State of Florida Department of Business and Professional Regulation (DBPR).
- Underground & Excavation Contractor Certification by the State of Florida Department of Business and Professional Regulation (DBPR).
- A Certificate of Competency for Primary Pipeline (1A: Water, Sewer, Drainage) and Minor Roads (3B: Asphalt, Concrete) by Broward County.

The Contractor's project manager or construction supervisor assigned to the Town shall possess the following certification:

- Erosion and Sediment Control.
- Illicit Discharge Detection and Elimination (IDDE).
- Basic or Advanced Maintenance of Traffic (M.O.T.).

SPECIAL REQUIREMENTS:

1. The President/Chief Operating Officer of the contracting firm must be available to participate in meetings with the Town within 24 hours of notification.
2. The Contractor shall comply with all OSHA safety requirements while working in the Town's road rights-of-way. All personnel working in the Town's rights-of-way will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests.
3. For purposes of good communications the Contractor shall assign an onsite job supervisor/superintendent who can read, write, and speak English, and able to distinguish colors.
4. The Contractor shall assign an employee as a contact person on call on non-standard hours (7:00 P.M. to 7:00 A.M.), for emergency purposes.
5. Fuel, oils, solvents, or similar materials shall not be disposed of in any catch basins or on the ground. The Contractor must adhere to local, State, and Federal requirements. Contractor is responsible for its non-compliance penalties, and any site cleanup.
6. All debris removed from any project site must be properly and legally disposed of according to the Town's Code of Ordinances, Broward County Code of Ordinances and other Local, State and Federal regulations.

SATELLITE MATERIALS STORAGE AND STAGING FACILITY:

The Contractor must operate at least one dedicated materials storage and staging site fully capable of servicing the Town's needs. This site must be located within **thirty five (35) miles** of the Town of Southwest Ranches. The distance is a radius measured from the Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330.

EQUIPMENT:

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

GENERAL SPECIFICATIONS:

The item descriptions below are provided for the limited purposes set forth in this Invitation for Bid (IFB) and may not include all items and materials needed to complete the work. The CONTRACTOR shall furnish all labor, materials, equipment, and all else necessary to complete the project in accordance with the requirements of the Town of Southwest Ranches; Broward County; Florida Department of Transportation (FDOT) Specifications for Road and Bridge, latest edition; 2010 FDOT Design Standards; the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2010 edition; and A Guide for Local Highway and Street Maintenance Personnel, FHWA, January 2010.

Specifications indicated under each item below are additional requirements and or clarification.

Maintenance of Traffic Operations:

The Contractor will be responsible for maintenance of traffic (M.O.T.) operations for work being performed within the road rights-of-way. MOT plans shall be prepared and operations shall be under the supervision by a MOT certified personnel and must be in accordance and conform to the current edition of the FDOT Roadway and Traffic Design Standards Index (Index 600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. There will be no separate pay item for Maintenance of Traffic (M.O.T.), except as indicated in Bid Item 4 for work in the three identified collector roads. The Contractor may include this cost prorated into the Unit Cost for various pay items.

Mobilization and Demobilization:

The Contractor shall be responsible for costs incidental to the project, e.g., costs for insurance, dewatering and other permit fees, portable toilets (portalets), on-site offices, safety measures, compliance with notification requirements of NPDES, site restoration, etc. There will be no separate pay item for Mobilization and Demobilization. The Contractor may include this cost prorated into the Unit Cost for various pay items.

Item No. 1 Road Repair, Type 1 :

This item consists of repair to roadway pavement such as a pothole repair with surface area up to one square foot. This work consists of preparation of the pothole, application of tack coat, filling in with asphalt material, and compaction. The finished level of asphalt fill shall be even with the existing pavement. Tolerance is equivalent to 1/8 inch. The bid unit cost shall include mobilization, demolition and maintenance of traffic. Materials and construction methods shall be in accordance with FDOT standard specifications.

This pavement repair may be performed using Cold Patch Mix meeting AASHTO designation "TP40-94 or Type S-III Asphalt as directed by the Town.

Item No. 2 Road Repair, Type 2:

This Item consists of repair to a roadway pavement such as a pothole repair with surface area greater than one square foot but less than 10 square yards. This work consists of preparation of the pothole, including the saw-cut, application of tack coat, filling in with hot mix asphalt material, and compaction. In this type repair the pothole preparation for paving shall included saw cut of the pothole into a square area with the cut edge

two (2") inches from the edge of the pothole. The finished level of asphalt fill shall be even with the existing pavement. Tolerance is equivalent to 1/8 inch. The bid unit cost shall include mobilization, demolition and maintenance of traffic. Materials and construction methods shall be in accordance with FDOT standard specifications.

Item No. 3 Road Repair, Type 3:

This Item consists of repair to roadway pavement by applying limited paving. This limited paving work may be authorized for work 10 square yards up 1,000 square yards. This work consists of preparation of the repair area including removal of grass and loose materials, compaction of the base course, application of tack coat, and application of the asphalt surface course and compaction. The finished level of asphalt fill shall be even with the existing pavement. Tolerance is equivalent to 1/8 inch. The bid unit cost shall include mobilization, demolition and maintenance of traffic. Materials and construction methods shall be in accordance with FDOT standard specifications.

This pavement repair or miscellaneous pavement construction will be performed using Type S-III asphalt or equivalent Superpave (SP) asphalt mix. The Contractor will be required to submit a Plant Mix Certification prior to contract execution. Miscellaneous pavement construction will be on a unit price basis and must be approved by the Town prior to performing the work.

Asphalt surface course includes furnishing and installation of the prime coat, sand seal, tack coat and wearing surface. The wearing surface shall consist of Type S-III asphaltic concrete or equivalent Superpave (SP) asphalt mix, meeting Florida Department of Transportation (FDOT) specifications.

Item No. 4 M.O.T. for Each Pavement Repair Type 1 or 2 Located in the Three Collector Roads:

In this Item the Contractor will be responsible for any additional maintenance of traffic (M.O.T.) operations for pavement repair work being performed within the road rights-of-way of three identified Collector roads: Dykes Road, from Sheridan Street to Griffin Road; SW 172nd Avenue, from Sheridan Street to Griffin Road; and Stirling Road, from Volunteer Road (SW 148th Avenue) to Flamingo Road. The Contractor shall perform the work under the supervision by a M.O.T. certified personnel and must be in accordance and conform to the current edition of the FDOT Roadway and Traffic Design Standards Index (Index 600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. This pay item for Maintenance of Traffic (M.O.T.) is additive to the pay item 1 or 2 for work performed in any of the identified collector roads. The cost of M.O.T. for a Repair Type 3 will be determined during the development of the scope of work for the specific project.

Item No. 5 Asphalt Leveling Course:

This item includes preparation of the roadway surface prior to application of the asphalt surface overlay. Preparation of the roadway shall include, but not be limited to, removing of grass over existing roadway, removing existing pavement markers, repairing irregularities in the pavement surface, and filling low spots or potholes with compacted rock base or additional asphalt (compacted rock base may not be placed in lifts less than 6 inches loose thickness). Asphaltic leveling course shall be as shown on plans or specified by Town Engineer.

Prior to placement of the asphaltic wearing surface course overlay, the roadway shall be proof rolled to identify any soft or yielding areas that require further repair. In addition, some excavation and/or milling will be required at the transition to existing asphalt near intersections and other adjacent thoroughfares.

Item No. 6 Base Course, Limerock:

The project area preparation includes removal of grass, organic or yielding subsurface material prior to placement of limerock base course. The thickness for the base course shall be 8 inches or as specified by the engineer, with minimum limerock bearing ratio (LBR) of 100 and compacted meeting a standard proctor maximum dry density of 98% per ASHTO T-180.

Item No. 7 Rework Limerock Base:

This work shall be performed in accordance with FDOT standard specifications. The Town may also use this work for restoration and stabilization of roadway shoulders. The unit cost for this item shall include all else necessary to complete the work, including M.O.T. and compaction testing.

Item No. 8 & 9 Optional Base Course:

This work shall be performed in accordance with FDOT standard specifications. The unit cost for this item shall include all else necessary to complete the work, including M.O.T. and compaction testing.

Item No. 10 Pavement Crack Asphalt Sealing:

This work shall be performed in accordance with FDOT standard specifications. The unit cost for this item shall include all else necessary to complete the work, including M.O.T. testing.

Item No.11 thru 13 Mitered End Section (M.E.S.) for Drainage Pipes:

This work item shall conform to FDOT Index 273 without grates. This pay item shall include the cost for excavation, backfill and all else necessary to complete the work. The installation of grass sod around the M.E.S. will be paid under separate pay item.

Item No. 14 thru 17 Ditch Bottom Inlets Type C and Type E (<5' and 5' to <10 ft.):

The ditch bottom inlet shall include a concrete collar/apron as shown on plans. The unit price for this item includes the cost for the collar/apron, excavation, bedding and backfilling for the structure. The work shall include dewatering or any method utilized to provide proper construction conditions and a safe work area to complete the work. There will no separate pay item for dewatering and excavation for placement of the structure.

Item No. 18 thru 25 Drainage Pipes:

Installation of drainage pipes will be performed under the direction of the Town. Pipe installation shall be in accordance with FDOT Standard Specifications for Road and Bridge Construction, Section 430, and shall comply with the Town's local criteria. Unit prices for Pipes shall be based on typical installed with three (3) feet of cover in local soils conditions; Unit price shall be based on pipe diameter size. The work shall include dewatering or any method utilized to provide proper construction conditions and a safe work area to complete the work. There will no separate pay item for dewatering and excavation for placement of the pipes

This work item shall include the removal and disposal of existing driveway culvert, if any, indicated on the plans or as directed by the Town Engineer. The work shall include the placement of pipe bedding, backfill and restoration of limerock surface course over the cut. Placement of new asphalt or concrete driveway is not part of this work. There will be no separate pay item for surveying necessary for the completion of this work item.

Item No. 26 thru 28 Endwalls, Rip-Rap – Sand Cement:

Rip-Rap Endwalls shall be installed in accordance with FDOT Standard Index 258. Payment for Endwalls will be on a per unit price for Rip-Rap Endwall shall include the cost of all labor and material and all else necessary to construct the unit in the location specified. The work shall include dewatering or any method utilized to provide proper construction conditions and a safe work area to complete the work. There will no separate pay item for dewatering and excavation for placement of the pipes

Item No. 29 thru 32 Endwalls, Concrete Class I:

Concrete Endwalls shall be constructed in accordance with FDOT Standard Index 250. Payment for concrete Endwalls will be on a per item basis and the unit price for Concrete Endwall shall include the cost of all labor and material and all else necessary to construct the unit in the location specified. The work shall include dewatering or any method utilized to provide proper construction conditions and a safe work area to complete the work. There will no separate pay item for dewatering and excavation for placement of the pipes

Item No. 33 thru 36 Guardrails:

This item shall conform to FDOT Index 400. Installation of guardrail panel item including the placement of the end sections shall conform to FDOT specifications. The material shall be weathering steel (Corten) guardrails. Guardrail shall be installed, replaced, or repaired as directed by the Town. Guardrail replacement, repairs, and construction shall be in compliance with the FDOT Design Standards Index 400. Guardrail repairs shall be completed within seven (7) calendar days of the request by the Town.

Payment for guardrail work will be in a unit price basis which shall include all posts, hardware, fasteners and labor to install/repair the guardrail unit in accordance with FDOT standards. Mowing strip if required shall be paid separately per unit ton of asphalt used.

Item No. 37 Floating Turbidity Barrier:

Floating turbidity barrier shall be installed as shown on plans or as required by the Town Engineer prior to start of any other construction, to prevent transport of sediment on the canal or a water body. The Contractor shall insure that the barrier is anchored properly and shall maintain the floating turbidity barrier during the course of the project. The Contractor shall routinely inspect the barrier to ensure its integrity. The floating turbidity barrier shall be removed and properly disposed of after completion of the project.

Item No. 38 BMP's, Silt Curtains:

BMP's shall be installed as shown on plans or as required by the Town Engineer prior to start of any other construction, for erosion control and prevent transport of sediment from the canal. The silt curtain shall be removed and properly disposed of after completion of the project.

Item No. 45 Fill

This work shall be performed in accordance with FDOT standard specifications. The fill will be free of unsuitable materials such as muck or rocks. The fill material shall be organic type suitable for grass planting. This work item includes final grading of the fill material.

Item No. 46 Swales Grading:

This item includes re-grading or re-establishing a roadside drainage swale system within the road rights-of-way, where required. Due to varying conditions along the existing roadways, the presence of adjacent canals and various other impediments, construction of the swales should be priced based on the typical street and swale cross section attached in this bid document. The pricing should include a unit cost for excavation including excavation, grading and proper disposal of excavated material.

Before undertaking the work, Contractor shall review the site conditions and determine the actual length and location of the desired swale(s). The swale area shall be compacted meeting a standard proctor maximum dry density of 95% per ASHTO T-180. There will be no separate pay item for surveying necessary for the completion of this work item. Installation of grass sod will be paid separately.

Item No. 47 thru 48 Grass Sod:

Grass sod shall be Bahia grass unless otherwise indicated on the construction drawings. Sod shall be placed as shown on plans or as required by the Town Engineer. This work item shall be performed in accordance with the FDOT Specifications for Road and Bridge, 2010 edition. This item shall include watering of the new grass sod. Watering shall be performed at least twice a week for a period of four weeks. The unit price for grass sod shall include cost for watering.

Item No. 49 Litter Removal:

This item consists of removal and proper disposal of litter or debris from the roadway or other areas within the rights-of-way. This item also includes cleaning or removal of any obstruction around a drainage inlet. Limited mowing of grass in the road rights-of-way may be required to provide proper drainage flow.

Item No. 50 Sand Application to a Spill Area:

The unit price for this work item shall include the costs for maintenance of traffic, placement of up to five cubic feet of clean sand, sweeping and removal as required. The Contractor may be allowed to use industry approved spill absorbent material in lieu of sand, at no extra cost to the Town.

Item No. 51 Bollards for Fire Well Protection:

Installation of fire hydrant protection bollards consists of two (2) each of four (4) inch diameter galvanized steel pipe filled with concrete. Each Bollard shall include a minimum 12"x12"x12" (one cubic feet) of concrete base; 3000 psi concrete; located thirty-six (36) inch minimum off center of a hydrant; top of post shall be 2 feet 6 inches above ground; and bottom of pipe shall be at least eighteen (18) inch below grade. The bottom of bollard shall have at least 6 inches thick of concrete. Payment will be on unit price basis for each bollard installed. The unit price shall include all labor, materials, equipment and all else necessary to complete the work.

Item No. 52 Sidewalks, Concrete:

This work shall be performed in accordance with FDOT standard specifications.

Item No. 53 Truncated Dome Panel:

This work shall be performed in accordance with FDOT standard specifications.

Item No. 54 and No. 104 Non-Standard Hours:

Work authorized by the Town outside of the regular hours of operation between 7:00 A.M. and 7:00 P.M., Monday through Friday, will be considered work during non-standard hours. Regular holidays are not considered non-standard hours, per Section 2 (N) of the General Conditions. The non-standard hour factor will be used to determine cost additive to the unit price for the work item pre-authorized by the Town.

Item No. 59 Blank

Item No. 60 thru 73 Street Signs:

Street Signs shall be constructed, repaired, or replaced (partial or entire assembly) as directed by the Town. The street name panels and brackets shall be similar in type and size to existing signs. The contractor shall be responsible for disposal of removed signs and posts.

The Contractor shall provide and install each new sign panel with a decal (sticker) with a stamp of the date of installation, owner name and a type of retro-reflective surface sheeting used. All new sign panels shall meet the Federal Highway Administration (FHWA) retro-reflectivity requirements. The work will be inspected by the Town Engineer prior to acceptance by the Town.

Sign Posts shall match existing U-channel steel posts presently used by the Town. The posts shall be rust free and pre-painted green; include the break away base as necessary. The post shall be driven or set between 3 to 3.5 feet below the ground surface.

Service requests for sign replacement and or repairs will be made in writing by the Town. Payment for signs will be on the basis of furnished and installed units. The Contractor shall adhere to the following response times:

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

Item No. 76 thru 81 Object Marker Signage and Traffic Delineators:

The installation of object markers shall be in accordance with the MUTCD and the FDOT Design Standards. Payment will be on the basis of furnished and installed units. Object markers Type 1 include OM1-1, OM1-2, and OM1-3. Object markers Type 3 include OM-3L, OM-3C, and OM-3R. End of roadway markers include OM4-1, OM4-2, and OM4-3; and Traffic Delineators.

Item No. 82 thru 91 Pavement Paint Striping:

This item includes furnishing all materials, equipment and labor required to apply thermoplastic with glass beads/spheres (Spec 711) or paint traffic striping. The Contractor may only use paint materials that are listed on the Florida Department of Transportation (FDOT) Qualified Products List. Also, the Contractor must not allow traffic onto newly applied traffic pavement striping until they are sufficiently cured to permit vehicles to cross them without damage. This item includes cost for installation of the temporary paint striping used

prior to installation of the permanent thermoplastic striping. This item shall be paid per unit lineal foot of actual placed paint striping or thermo striping with glass beads, approved and accepted by the Engineer.

Item No. 92 thru 93 Pavement Markings:

Requests for pavement markings replacement or installation will be made in writing by the Town and will identify paint or thermoplastic installation. The installation and/or replacement of pavement markings shall be completed within fourteen (14) calendar days from time of request. Time extensions may be granted depending on weather conditions and must be in writing from the Town.

Existing pavement markings are to be permanently removed when replacement of existing pavement markings is specified. The method of removal of existing pavement markings shall be accordance with FDOT requirements. The cost for this task shall be included in the unit price for replacement of pavement markings. Painting over existing pavement markings will not be acceptable.

Item 94 thru 95 Raised Pavement Markers, RPM:

This item includes furnishing all materials, equipment and labor required to install raised Retro-Reflective Pavement Markers (RPMs) to produce a positive guidance system. The Contractor may only use RPM materials and bituminous adhesives that are listed on the Florida Department of Transportation (FDOT) Qualified Products List. The Contractor shall not allow traffic on the newly applied markers until they are sufficiently cured to permit vehicles to cross them without damage. All roadway striping and raised pavement markers shall be installed in accordance with Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2010 edition. This item includes cost for installation of the temporary paint striping used prior to installation of the permanent thermo plastic striping.

Item No. 96 & 97 Barrier Wall

This item shall be similar to a portable plastic barrier that is weighed down with water or sand filler. The barrier shall be orange in color. The unit cost will be for actual usage of each barrier wall, including the cost for installation, maintenance and removal.

Item No. 98 Orange Cones:

This item shall be 28 inches in height installed with heavy base collars. The cone shall be orange in color. The unit cost will be for actual usage of each orange cone, including the cost for installation, maintenance and removal.

Item No. 99 thru 101 Barricades:

The barricades shall be the type as specified meeting the MUTCD requirements. The unit cost will be for actual usage of each orange cone, including the cost for installation, maintenance and removal.

Item No. 102 Variable Message Board:

The variable message board shall be the text type as specified meeting the MUTCD requirements. The message board may be battery or solar power operated. The message board shall be programmable, with three message lines with 18 inches high letters. The unit cost will be for actual usage of each message board and trailer, including the cost for installation, maintenance and removal.

Item No. 103 Guardrail Reflector:

Guardrail reflector shall each have between seven and eight square inches reflective area per side. The reflector shall meet the MUTCD requirements.

Item No. 104 Sign Cleaning:

This work item consists of cleaning the sign surface sheeting free from mold or graffiti. The contractor will use a cleaner that is not harmful to the surface sheeting.

Item No. 105 Non-Standard Work Hour Factor:

See Item No. 54.

END

FABRICATION DATE

Month	J	F	M	A	M	J	J	A	S	O	N	D
Year 20_	12	13	14	15	16	17	18	19	20	21	22	23

SWR

Sign No.	1	2	3	4	5	6	7	8	9	0		
Sheet Type	I	II	III	VI	VI	VIII	IX	X	XI	XII		

Sign Company Name

This sign met retroreflectivity per MUTCD
at installation date.

INSTALLATION DATE

Year 20_	12	13	14	15	16	17	18	19	20	21	22	23
Month	J	F	M	A	M	J	J	A	S	O	N	D
Day		1	2	3	4	5	6	7	8	9	0	

WARNING

UP TO \$500.00 FINE
FOR TAMPERING WITH THIS SIGN
FLORIDA STATUTES
CHAPTERS 316.0775 & 316.655

REPORT SIGN DAMAGE OR THEFT

TOWN OF SOUTHWEST RANCHES
TEL. 954-434-0008



ATTACHMENT #1

weekley asphalt paving, inc.

20701 STIRLING ROAD • PEMBROKE PINES, FL 33332

REFERENCES

Florida Department of Transportation
Jennifer Olson, Director of Highway Operations
MP 65, Florida's Turnpike
Pompano Service Plaza
Pompano Beach, FL 33069
954-934-1247

Florida Department of Transportation
District No. 4
Pete Nissen, District Construction Engineer
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
954-777-4384

Bergeron Land Development
Ron Bergeron, President
19612 S.W. 69 Place
Fort Lauderdale, FL 33332
954-680-6100

Florida Department of Transportation
District No. 4
James Jeffers, Construction Manager
5548 N.W. 9th Avenue
Ft. Lauderdale, FL 33309
954-958-7628

Florida Department of Transportation
District No. 6
Mark Croft, District Construction Engineer
1000 N.W. 111th Avenue
Miami, FL 33172
305-499-2364



weekley asphalt paving, inc.

20701 STIRLING ROAD • PEMBROKE PINES, FL 33332

REFERENCES

Broward County

Richard Tornese, P.E., County Engineer
Highway Construction & Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324
954-577-4579

City of Cooper City

James Bowman, Public Works Director
9070 S.W. 51st St.
Cooper City, FL 33328
954-434-2300

City of Hollywood

Tom Pinder, Engineering Inspector
2600 Hollywood Blvd.
Hollywood, FL 33020
954-292-9966

City of Oakland Park

Art Saey, Public Works Director
5100 NE 12 Terrace
Oakland Park, FL 33334
954-630-4433

City of Pembroke Pines

Joseph S. McLaughlin, City Engineer
13975 Pembroke Road
Pembroke Pines, FL 33027
954-435-6511

City of Plantation

Brett Butler, City Engineer
401 N.W. 70th Terr.
Plantation, FL 33317
954-797-2282

City of Margate

Sam May, Public Works Director
102 Rock Island Road
Margate, FL 33063
954-972-8126

City of Wilton Manors

David Archacki, Director of Public Works
524 NE 21 Ct.
Wilton Manors, FL 33305
954-390-2190

City of Boca Raton

Mike Wood, Chief Inspector
201 Palmetto Park Road
Boca Raton, FL 33432
561-239-0389

PHONE: (954) 680-8005

ENGINEERING FAX (954) 680-8671 • ACCOUNTING FAX (954) 680-8692



- Pembroke Pines
- Boca Raton
- Fort Lauderdale

- [illegible]

- Coral Springs
- Wilton Manors

- Miami
- Miami Lakes
- Miami Beach
- North Miami
- North Miami Beach

Frontier City


100-443887-100

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100-443681-10

- FDOT I, II, III, IV, V, VI, VII

ATTACHMENT #2



18 What contracts and subcontracts has your organization completed in the past three (3) years? <small>FORM 375-020-32 CONTRACTS ADMINISTRATION - 12/88 PAGE 16 OF 23</small>				
DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
631,576.61	3,4,5,6,10C,E,H	2007	BROWARD COUNTY	BC-JOB 04043
261,340.95	3,4,6,10D,E	2007	BROWARD COUNTY	BC-JOB 05069
1,148,398.02	3,4,5,6,10C,E,H	2007	BROWARD COUNTY	BC-JOB 05123
1,400,642.58	3,4,5,6,10C,E,H	2007	MIAMI DAE COUNTY	MDC-JOB 06015
298,709.79	3,4,6,10D,E	2007	MIAMI DAE COUNTY	MDC-JOB 06019
2,066,729.55	3,4,5,6,10C,E,H,E,Z	2007	BROWARD COUNTY	BC-JOB 06027
450,000.00	3,4,5,6,10C,E,H	2007	BROWARD COUNTY	BC-JOB 06029
139,205.70	3,4,6	2007	BROWARD COUNTY	BC-JOB 06045
175,575.25	3,10D,E	2007	CLEWISTON	C-JOB 06046
1,288,469.37	3,4,5,6,10C,E,H	2007	BROWARD COUNTY	BC-JOB 06048
245,777.39	3,4,6,10D,E	2007	BROWARD COUNTY	BC-JOB 06051
100,100.00	3,4,6	2007	PALM BEACH	PB-JOB 06054
268,674.80	3,4,5,10D	2007	BROWARD COUNTY	BC-JOB 06058
190,677.34	3,4,5,6,10D,E	2007	BROWARD COUNTY	BC-JOB 06063
150,000.00	3,10D,E	2007	BROWARD COUNTY	BC-JOB 06068
1,250,864.46	3,4,5,6,10C,E,H	2007	HENDRY COUNTY	HC-JOB 06073
294,444.48	3,4,5,10D,E	2007	BROWARD COUNTY	BC-JOB 06077
195,000.00	3,4,6	2007	BROWARD COUNTY	BC-JOB 06083
359,624.58	3,4,6,10D,E	2007	BROWARD COUNTY	BC-JOB 06091
474,064.64	3,4,5,6,10C,E,H	2007	BROWARD COUNTY	BC-JOB 06097
257,954.00	3,4,5,10C,H	2007	BROWARD COUNTY	BC-JOB 06098
472,891.99	3,4,5,6,10C,E,H	2007	BROWARD COUNTY	BC-JOB 06104
349,021.69	3,4,5,6,10C,E,H	2007	BROWARD COUNTY	BC-JOB 06106
333,483.00	3,4,6,10H	2007	BROWARD COUNTY	BC-JOB 06110
198,340.00	3,4,10D,Z,G	2007	BROWARD COUNTY	BC-JOB 06128
569,522.00	3,4,5,6,10C,E,H	2007	BROWARD COUNTY	BC-JOB 06129
326,932.78	3,4,5,6,10C,E,H	2007	BROWARD COUNTY	BC-JOB 06140

194,851.90	3,4,9	2007	BROWARD COUNTY	BC-JOB 06179
269,557.50	3,4,10D,Z,G	2007	BROWARD COUNTY	BC-JOB 06180
287,986.20	3,4,6,10H	2007	HOMESREAD	H-JOB 06193
120,736.51	3,4,6	2007	BROWARD COUNTY	BC-JOB 07042
104,000.00	3,4,6,10E	2007	CLEWISTON	C-JOB 07068
559,826.52	-	2007	VARIOUS	JOBS UNDER \$100,000.00
373,200.78	VARIOUS	2008	BROWARD COUNTY	06151
694,428.69	VARIOUS	2008	BERGERON	06181
1,659,663.31	VARIOUS	2008	FDOT	06183
4,638,888.70	VARIOUS	2008	FDOT	06185
100,389.58	VARIOUS	2008	BOCA RATON	07022
103,069.90	VARIOUS	2008	BROWARD COUNTY	07130
3,770,194.04	VARIOUS	2008	BOCA RATON	04168
8,118,278.72	VARIOUS	2008	MIAMI	5024,A THRU JB
5,754,271.61	VARIOUS	2008	FDOT	05156
6,553,640.27	VARIOUS	2008	MIAMI	06021
3,863,717.38	VARIOUS	2008	PEMBROKE PINES	06050
868,295.35	VARIOUS	2008	SEMINOLE	6072
821,538.44	VARIOUS	2008	BROWARD COUNTY	06092
821,538.44	VARIOUS	2008	BROWARD COUNTY	06092
1,385,658.25	VARIOUS	2008	BROWARD COUNTY	06130
872,897.70	VARIOUS	2008	BOCA RATON	06142
534,733.25	VARIOUS	2008	BROWARD COUNTY	06147
406,580.00	VARIOUS	2008	BROWARD COUNTY	06149
698,431.28	VARIOUS	2008	MIAMI	06154
555,946.90	VARIOUS	2008	BROWARD COUNTY	06156
444,038.55	VARIOUS	2008	SEMINOLE	06157
112,606.50	VARIOUS	2008	BROWARD COUNTY	06163
159,389.00	VARIOUS	2008	BROWARD COUNTY	06165
934,080.18	VARIOUS	2008	HOLLYWOOD	06173
485,683.98	VARIOUS	2008	FDOT	06187

521,211.80	VARIOUS	2008	HOLLYWOOD	FORM 975-020-32 CONTRACTS ADMINISTRATION - 12/08 06188 PAGE 15 OF 23
287,986.20	VARIOUS	2008	REDLAND	06193
136,474.71	VARIOUS	2008	FDOT	07109
233,670.96	VARIOUS	2008	BROWARD COUNTY	07117
101,471.25	VARIOUS	2008	BROWARD COUNTY	07134
1,136,941.95	VARIOUS	2008	VARIOUS	JOBS UNDER 100,000.00
7,052,781.15	VARIOUS	2009	FDOT	06034
832,081.37	VARIOUS	2009	FDOT	06170
1,616,630.42	VARIOUS	2009	FDOT	06174
4,312,237.61	VARIOUS	2009	BERGERON LAND	06182
6,368,507.38	VARIOUS	2009	FDOT	06184
1,267,803.24	VARIOUS	2009	FDOT	07011
4,338,090.95	VARIOUS	2009	FDOT	07028
3,235,975.07	VARIOUS	2009	FDOT	07058
1,561,747.92	VARIOUS	2009	BERGERON LAND	07076
5,362,676.83	VARIOUS	2009	BROWARD COUNTY	07077
155,612.50	VARIOUS	2009	FDOT	07080
916,987.81	VARIOUS	2009	BROWARD COUNTY	07089
93,464.40	VARIOUS	2009	FDOT	07091
99,780.00	VARIOUS	2009	BROWARD COUNTY	07099
338,353.49	VARIOUS	2009	FDOT	07108
136,474.71	VARIOUS	2009	BROWARD COUNTY	07109
1,292,018.55	VARIOUS	2009	FDOT	07132
288,625.17	VARIOUS	2009	FDOT	07141
400.00	VARIOUS	2009	STILES CONSTRUCTION	07146
486,449.40	VARIOUS	2009	BERGERON LAND	07159
152,249.70	VARIOUS	2009	FDOT	07167
3,619,976.24	VARIOUS	2009	FDOT	08043
70,856.35	VARIOUS	2009	FDOT	08052
4,675.00	VARIOUS	2009	DAVIE, TOWN OF	08075
92,723.61	VARIOUS	2009	BROWARD COUNTY	08080
62,280.00	VARIOUS	2009	FDOT	08084
21,833.50	VARIOUS	2009	BROWARD COUNTY	08093
94,006.75	VARIOUS	2009	BROWARD COUNTY	08105

			BROWARD COUNTY	FORM 375-020-32 CONTRACTS ADMINISTRATION - 12/98 PAGE 15 OF 23
21,350.00	VARIOUS	2009	GULF ATLANTIC	08109
8,754.00	VARIOUS	2009	BROWARD COUNTY	08112
8,199.00	VARIOUS	2009	BROWARD COUNTY	08120
84,875.80	VARIOUS	2009	BROWARD COUNTY	08121
392,890.10	VARIOUS	2009	BOCA RATON, CITY OF	08127
6,039.60	VARIOUS	2009	DAVIE, TOWN OF	08130
68,322.00	VARIOUS	2009	BROWARD COUNTY	08138
9,767.70	VARIOUS	2009	SOUTHEAST UNDERGR	08141
500.00	VARIOUS	2009	TRANSMARK	08147
66,495.70	VARIOUS	2009	BROWARD COUNTY	08148
42,431.00	VARIOUS	2009	DANIA , CITY OF	08149
9,765.00	VARIOUS	2009	BROWARD COUNTY	08150
10,244.70	VARIOUS	2009	BROWARD COUNTY	08155
19,754.00	VARIOUS	2009	BROWARD COUNTY	08160
18,523.98	VARIOUS	2009	BROWARD COUNTY	08162
26,066.25	VARIOUS	2009	FAST TRACK PAVING	08165
30,316.50	VARIOUS	2009	BROWARD COUNTY	08170
10,600.00	VARIOUS	2009	DI POMPEO	08177
3,589.50	VARIOUS	2009	BROWARD COUNTY	08178
15,369.20	VARIOUS	2009	BROWARD COUNTY	08180
39,017.48	VARIOUS	2009	BROWARD COUNTY	08181
13,537.50	VARIOUS	2009	ALL TERRAIN	08185
39,714.88	VARIOUS	2009	ALL-RITE PAVING	08186
40,696.32	VARIOUS	2009	ALL - RITE PAVING	08188
6,900.00	VARIOUS	2009	BROWARD COUNTY	08190
97,163.68	VARIOUS	2009	SOUTH FL REGIONAL	08191
13,672.00	VARIOUS	2009	STILES CONSTRUCTI	09023
30,762.75	VARIOUS	2009	CITY OF HOLLYWOOD	09024
3,180.00	VARIOUS	2009	CITY OF N. LAUDERD	09028
62,436.75	VARIOUS	2009	RIDGIL & SONS	09029
24,450.00	VARIOUS	2009	FDOT	09030
23,925.00	VARIOUS	2009	DEVELOPMENT & COMM	09040
21,528.00	VARIOUS	2009	TOWN OF LAUDERDA	09053
29,478.50	VARIOUS	2009	RIDGIL & SONS	09058

22,387.50	VARIOUS	2009	RIDGIL & SONS	FORM 375-020-32 CONTRACTS ADMINISTRATION - 12/88 09059 PAGE 16 OF 23
7,350.00	VARIOUS	2009	RIDGIL & SONS	09060

699,291.90	VARIOUS	2010	Broward	05069
393,209.01	VARIOUS	2010	Broward	07057
4,378,872.02	VARIOUS	2010	BROWARD / FDOT	07094
5,859,041.28	VARIOUS	2010	BROWARD / FDOT	07133
1,344,096.18	VARIOUS	2010	Broward	07142
196,417.06	VARIOUS	2010	BROWARD / FDOT	07145
4,189,600.82	VARIOUS	2010	Palm Beach/ FDOT	08085
3,224,356.92	VARIOUS	2010	Palm Beach/ FDOT	08142
2,540,358.80	VARIOUS	2010	BROWARD / FDOT	08144
990,615.40	VARIOUS	2010	Dade / FDOT	08145
295,747.77	VARIOUS	2010	Dade / FDOT	09036
1,570,122.38	VARIOUS	2010	BROWARD / FDOT	09038
1,633,553.34	VARIOUS	2010	BROWARD / FDOT	09046
4,910,572.12	VARIOUS	2010	BROWARD / FDOT	09047
112,667.20	VARIOUS	2010	Delray / Palm Beach	09080
1,645,849.31	VARIOUS	2010	Martin / FDOT	09109
241,744.50	VARIOUS	2010	Broward	09129
117,998.17	VARIOUS	2010	Plantation / Broward	09144
104,466.53	VARIOUS	2010	Pembroke Pines / Broward	10035
138,955.10	VARIOUS	2010	Broward	10044
1,218,019.14	VARIOUS	2010	Various Locations	Total contracts under \$100,000.00

2,432,344.18	VARIOUS	2011	FDOT - 41383451501	08044
3,479,948.89	VARIOUS	2011	FDOT- 41379115201	08045
571,139.65	VARIOUS	2011	FDOT	08080
137,140.00	VARIOUS	2011	STILES CONSTRUCTION	08097
188,948.00	VARIOUS	2011	BOWARD COUNTY	08102
391,844.35	VARIOUS	2011	FDOT-42351617201	08111
3,224,356.92	VARIOUS	2011	FDOT-41384125201	08142
2,540,358.80	VARIOUS	2011	FDOT- 22792115201	08144
990,615.40	VARIOUS	2011	FDOT-41984715201	08145

[illegible]

[illegible]

AC# 6145180

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12053001327

DATE	BATCH NUMBER	LICENSE NBR
05/30/2012	118194718	CGC1518050

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

WORKMAN, BARRY TOD
WEEKLEY ASPHALT PAVING INC
2334 WESTON RD - STE 212
WESTON FL 33326

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

DBA:
Business Name: WEEKLEY ASPHALT PAVING INC

Receipt #: 189-4834
Business Type: ALL OTHER TYPES CONTRACTOR
(ASPHALT CONST)

Owner Name: WAYNE D WEEKLEY
Business Location: 20701 STIRLING RD
PEMBROKE PINES

Business Opened:01/27/1994
State/County/Cert/Reg:CC-78-581
Exemption Code:

Business Phone: 954-680-8005

Rooms	Seats	Employees	Machines	Professionals
		30		

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all county and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WAYNE D WEEKLEY
20701 STIRLING RD
PEMBROKE PINES, FL 33332

Receipt #04A-11-00010234
Paid 07/06/2012 81.00

2012 - 2013

BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY

3A- MAJOR ROADS (ASPHALT AND CONCRETE
PAVING) (INTERSTATE, PRIMARY,
SECONDARY, AND ARTERIAL ROADWAYS AND
AIRPORTS, AND WORK INCIDENTAL THERETO)
78-581
WEEKLEY, WAYNE D. - QUALIFYING
WEEKLEY ASPHALT PAVING INC
20701 STIRLING RD
PEMBROKE PINES FL 33332
EXPIRES 08/31/2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2012

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

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

PRODUCER
Wells Fargo Ins Services USA, Inc. (MIA)
2601 S Bayshore Dr, Suite 1600
Coconut Grove FL 33133

CONTACT
NAME: Richard Rodriguez
PHONE (A/C, No, Ext): (305) 443-4886 FAX (A/C, No): (305) 441-0460
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Insurance Compan	16535
INSURER B: Commerce & Industry Insurance Co	19410
INSURER C: American Guarantee & Liability I	26247
INSURER D: Bridgefield Employers Insurance	10701
INSURER E: Travelers Property Casualty Co	25674
INSURER F:	

INSURED
Weekley Asphalt Paving, Inc.
20701 Stirling Road
Pembroke Pines FL 33332
(954) 680-8005

COVERAGES

CERTIFICATE NUMBER: Cert ID 259280

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GLO4756000-01	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
C	AUTOMOBILE LIABILITY			BAP4755999-01	3/1/2012	3/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			BE19700147	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83044264	3/1/2012	3/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Lease/Rent All Risk			QT6008193B000TIL12	3/1/2012	3/1/2013	L&R Equipment \$ 200,000 Deductible \$1,000

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

Re: Continuing Contract For Roadway Repairs and Traffic Signs Maintenance Services - IFB No. 12-010

Town of Southwest Ranches is listed as an additional insured with respects to the general liability policy and auto liability policies. Waiver of subrogation in favor of of Town of Southwest Ranches with respects to the general liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Town of Southwest Ranches
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches FL 33330

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT "A"

WORK AUTHORIZATION FORM, SAMPLE FORM

TOWN OF SOUTHWEST RANCHES

WORK AUTHORIZATION No. ____

THIS WORK AUTHORIZATION No. ____, made and entered into as of this ____ day of _____, 2012, pursuant to that certain contract for "Roadway Repairs and Traffic Signs Maintenance Services" (the Contract) between the Town of Southwest Ranches, Florida (the TOWN) and _____, a Florida corporation (the CONTRACTOR), made as of the ____ day of _____, 2012. All terms used herein shall have the meaning set forth, or referred to, in the Contract unless otherwise defined herein.

1. This Work Authorization (WA) No. ____ is executed in connection with and is deemed to be part of the Contract.
2. The Scope of Work for WA No. ____ is more particularly described on the following documents attached hereto as Exhibit(s) _____ and hereby incorporated into the Contract.
3. The date of commencement for the work for WA No. ____ shall be as indicated in the Notice to Proceed issued by the Town Engineer, and the Contractor agrees that final completion shall be ____ calendar days from date of commencement.
4. The compensation to Contractor under this work authorization shall be the sum of:
____ (\$_____).
5. Other conditions of this Work Authorization are:

CONTRACTOR:

____ CORPORATION

Witness:

By: _____

Printed Name and Title: _____, _____

TOWN OF SOUTHWEST RANCHES

Attest by:

By: _____

Erika Gonzalez-Santamaria, CMP, Town Clerk

Andrew D. Berns
Town Administrator

ATTACHMENT "B"

PURCHASE ORDER, SAMPLE FORM

Town of Southwest Ranches

Preserving Our Rural Lifestyle

13400 Griffin Road
Southwest Ranches, FL 33330
Phone 954-434-0008
Fax 954-434-1490

PURCHASE ORDER 2012

P.O. NUMBER:

Assigned by accounting system

The P.O. number must appear on all related correspondence, shipping papers, and invoices:

To:

Ship To:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

P.O. DATE	REQUISITIONER		SHIPPED VIA	F.O.B. POINT	TERMS

QTY	UNIT	ACCOUNT NO.	DESCRIPTION	UNIT PRICE	TOTAL

* Work Authorization approved on 8/4/2011 by Town Council.

SUBTOTAL	\$0.00
SALES TAX	Exempt
TOTAL	\$0.00

Requested By _____ Date _____

Authorized By _____ Date _____
Finance Administrator

Approved By _____ Date _____
Department Head

72
Authorized By _____ Date _____
Town Administrator

ATTACHMENT "C"

PHOTOS

ATTACHMENT "D"

SAMPLE DECAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2012

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

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

PRODUCER Wells Fargo Ins Services USA, Inc. (MIA) 2601 S Bayshore Dr, Suite 1600 Coconut Grove FL 33133	CONTACT NAME: Richard Rodriguez	
	PHONE (A/C, No, Ext): (305) 443-4886	FAX (A/C, No): (305) 441-0460
INSURED Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines FL 33332 (954) 680-8005	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Compan	
	INSURER B: Commerce & Industry Insurance Co	
	INSURER C: American Guarantee & Liability I	
	INSURER D: Bridgefield Employers Insurance	
	INSURER E: Travelers Property Casualty Co	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** Cert ID 259280**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		GLO4756000-01	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		BAP4755999-01	3/1/2012	3/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	BE19700147	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		83044264	3/1/2012	3/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Lease/Rent All Risk		QT6008193B000TIL12	3/1/2012	3/1/2013	L&R Equipment \$ 200,000 Deductible \$1,000

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

Re: Continuing Contract for Roadway and Traffic Signs Maintenance Services - Town IFB No. 12-010

Town of Southwest Ranches is listed as an additional insured with respects to the general liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Town of Southwest Ranches
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches FL 33330-2628

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

AUTHORIZED REPRESENTATIVE

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Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO4756000-01	03/01/2013	03/01/2012	34412000	\$0	\$0

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Weekley Asphalt Paving, Inc.

Address (including ZIP Code): 20701 Stirling Road, Pembroke Pines, FL 33332-1513

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

- A. **Section II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **SECTION I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf; and resulting directly from:
 - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of **Section IV - Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.