



Southwest Ranches Town Council

REGULAR MEETING

Agenda of September 12, 2024

Southwest Ranches Council Chambers
7:30 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Steve Breitkreuz	Jim Allbritton	Russell C. Muniz, MBA, MPA	Keith M. Poliakoff, J.D.
<u>Vice Mayor</u>	Bob Hartmann	<u>Town Financial</u>	<u>Town Clerk</u>
David S. Kuczenski, Esq.	Gary Jablonski	<u>Administrator</u>	Debra M. Ruesga
		Emil C. Lopez, CPM	

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. Call to Order/Roll Call

2. Pledge of Allegiance

Presentations

3. Proclamation - Officer Christi Laguna Retirement

4. Presentations - FPL, Comcast, & AT&T - Update on Projects and Customer Outreach

5. Senator Steve Geller - Broward County Update

6. Public Comment

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

7. Board Reports

8. Council Member Comments

9. Legal Comments

10. Administration Comments

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH KAILAS CONTRACTORS IN THE AMOUNT OF FOUR HUNDRED FORTY THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS (\$440,245.00) FOR CONSTRUCTION OF THE

AMERICAN RESCUE PLAN ACT (ARPA) FUNDED DYKES ROAD PIPING PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH WOLF CREEK CONSTRUCTION IN THE AMOUNT OF EIGHTY-SEVEN THOUSAND SIXTY-THREE DOLLARS AND THIRTY-ONE CENTS (\$87,063.31) FOR CONSTRUCTION OF THE SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 TOWN BUDGET; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**
- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING TOWN-OWNED PROPERTY AS SURPLUS INVENTORY; AUTHORIZING THE TOWN ADMINISTRATOR TO PROPERLY DISPOSE OF THE SURPLUS INVENTORY; WAIVING ALL APPLICABLE PROCUREMENT CODE PROVISIONS TO THE CONTRARY; ALLOWING THE TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS THAT MAY BE NECESSARY TO DISPOSE OF THE SURPLUS INVENTORY AND TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
- 14. A RESOLUTION OF THE TOWN COUNCIL OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO PREPARE AND TO SUBMIT A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RESILIENT FLORIDA PROGRAM TO HELP FUND THE SW 162ND AVENUE DRAINAGE PROJECT IN THE AMOUNT OF TWO HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$263,250.00) WITH AN EQUAL TOWN MATCH; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO ANY AND ALL AGREEMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

Discussion

15. Discussion - 2024 Pioneer Day Nominations

16. Approval of Minutes

a. July 25, 2024 Regular Meeting Minutes

17. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS

NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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Proclamation

IN HONOR OF TOWN OF DAVIE POLICE OFFICER CHRISTI LAGUNA UPON HER RETIREMENT

WHEREAS, Christi Laguna commenced her service as a Police Officer with the Town of Davie Police Department on July 16, 2001; and

WHEREAS, Officer Laguna was assigned to the Town of Southwest Ranches on April 16, 2020; and

WHEREAS, during this time, Officer Laguna has become a trusted and relied upon member of the Southwest Ranches family and a true friend to both the community and its equestrian lifestyle; and

WHEREAS, Officer Laguna has served the Town of Southwest Ranches and the Town of Davie Police Department in a professional, dedicated and loyal manner; and

WHEREAS, On October 10, 2024, Officer Laguna will retire from the Town of Davie Police Department after twenty-three years of faithful service; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Town Council of the Town of Southwest Ranches wishes to express its gratitude and appreciation to Officer Christi Laguna for her many years of dedicated service to the Town and the safety of the community and designates September 12, 2024 as

OFFICER CHRISTI LAGUNA DAY

in the Town of Southwest Ranches.

Steve Breitzkreuz, Mayor

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
David S. Kuczenski, Esq., Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 9/12/2024
SUBJECT: Approving an Agreement with Kailas Contractors for Construction of the Dykes Road Piping Project

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

The Town of Southwest Ranches is a recipient of American Rescue Act (ARPA) of 2021 funding and prioritized the Dykes Road Piping Project as a critical project. The drainage project is in the Capital Improvement Element and is shown on the Tertiary Drainage Plan (TDP). The TDP has been approved and prioritized by both the Town Council and the Drainage and Infrastructure Advisory Board. This project is also supported by the South Broward Drainage District.

The project scope includes the installation of twin 48" RCP culvert under Dykes Road south of Griffin Road extending westwards to new receiving water and littoral shelf area in Southwest

Meadows Sanctuary Park from existing twin 48” RCP in Calusa Corners Park.

The Town advertised Invitation for Bid 24-002 for the Dykes Road Piping Project on July 11, 2024. The Town received two (2) responses on August 14, 2024.

Bidder	Amount
Kailas Contractors	\$440,245
Westwind Contracting, Inc.	\$475,118

After reviewing the bids, it was determined that Kailas Contractors was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town’s Procurement Code.

Fiscal Impact/Analysis

Funds are available in the FY 2023-2024 Budget in account #001-3920-541-63260 (American Rescue Plan Act). The project will be funded completely with ARPA funds. The Town originally budgeted \$571,040 for the project and issued a Purchase Order for civil engineering design and construction observation services totaling \$69,770. Therefore, the project will be completed under budget.

Staff Contact:

Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator
Christina Semeraro, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved - FINAL	9/6/2024	Resolution
Agreement	8/28/2024	Agreement
Exhibit	8/26/2024	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH KAILAS CONTRACTORS IN THE AMOUNT OF FOUR HUNDRED FORTY THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS (\$440,245.00) FOR CONSTRUCTION OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDED DYKES ROAD PIPING PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town was awarded American Rescue Plan Act (ARPA) funding and prioritized the Dykes Road Piping Project as a critical project; and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project; and

WHEREAS, the project includes installation of a 48" RCP culvert under Dykes Road south of Griffin Road extending westwards to new receiving water and littoral shelf area in Southwest Meadows Sanctuary Park from existing twin 48" RCP in Calusa Corners Park; and

WHEREAS, funds have been included in FY 2023-2024 Proposed Budget in account #001-3920-541-63260 (American Rescue Plan Act) for this specific project; and

WHEREAS, the Town advertised Invitation For Bid 24-002 for the Dykes Road Piping Project on July 11, 2024; and

WHEREAS, the Town received two (2) responses on August 14, 2024; and

WHEREAS, after reviewing the bids, it was determined that Kailas Contractors was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town's Procurement Code; and

WHEREAS, Kailas Contractors bid totals Four Hundred Forty Thousand Two Hundred Forty-Five Dollars and Zero Cents (\$440,245.00); and

WHEREAS, the Town Council believes that the agreement is in the best interest of the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

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

Section 2. The Town Council hereby approves an Agreement with Kailas Contractors in the amount of Four Hundred Forty Thousand Two Hundred Forty-Five Dollars and Zero Cents (\$440,245.00) for construction of the Dykes Road Piping Project, in substantially the same form as that attached hereto as Exhibit "A".

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

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

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2024 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.064.2024

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EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

KAILAS CORP.

FOR

“IFB 24-002 DYKES ROAD PIPING PROJECT”

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING – FEDERAL GRANT FUNDED ARPA PROJECT
IFB NO. 24-002

**AGREEMENT FOR
“IFB 24-002 DYKES ROAD PIPING PROJECT”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 2024 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and KAILAS CORP. (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to implement the “IFB 24-002 DYKES ROAD PIPING – FEDERAL GRANT FUNDED ARPA PROJECT” (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 24-002 on July 11, 2024 (“IFB”); and

WHEREAS, two (2) bids were received by the Town on August 14, 2024; and

WHEREAS, the Town has adopted Resolution No. 2024- ____ at a public meeting of the Town Council approving the recommended award and has selected KAILAS CORP. for award of the Project.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the IFB, the terms of the attached Resolution 2024- ____, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings, and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 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 in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws, and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.
- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING – FEDERAL GRANT FUNDED ARPA PROJECT
IFB NO. 24-002

Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

- 1.4 Contractor, in addition to any manufacturer’s warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year from the Final Completion Date. If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation, or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

“IFB 24-002 DYKES ROAD PIPING PROJECT”

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Finance Department. The Notice to Proceed and Purchase Order will not be issued until Contractor’s submission to Town of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind.
- 2.5 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **one hundred fifty (150) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement (“Substantial Completion Date”).

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING – FEDERAL GRANT FUNDED ARPA PROJECT
IFB NO. 24-002

Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:

- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
- (iii) All Work has been completed; and
- (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

2.6 Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 2.5, as extended by any approved time extensions, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 2.5, as extended by approved time extensions thereof, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

2.7 **Liquidated/Delay Damages ("LD's")** – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.5 above, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct liquidated damages from monies due or to become due to Contractor.

Final Completion of the Work shall be achieved no later than 30 calendar days from Substantial Completion or within **one hundred eighty (180)** days from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this

TOWN OF SOUTHWEST RANCHES, FLORIDA
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Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications, and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town’s engineer/architect of record for the Project, Dykes Road Piping Project, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.

2.8 Contractor shall reimburse Town, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Town and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Town as costs are incurred by Consultant and agreed to by Town.

2.9 Additionally, Contractor acknowledges that, among other damages the Town may suffer from Contractor’s delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor’s delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. Section 2.7 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$440,245.00 Dollars (“Contract Price”).
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amount(s) defined in Section 3.1, Contractor

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING – FEDERAL GRANT FUNDED ARPA PROJECT
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shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.

- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 5% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) if it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off 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 the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

No assignment of this Agreement or the Work hereunder 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 prior 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 in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who

TOWN OF SOUTHWEST RANCHES, FLORIDA
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may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of “A-” or better in accordance with A.M. Best’s Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
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 for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER’S COMPENSATION:** Worker’s Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Contractor shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury

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DYKES ROAD PIPING – FEDERAL GRANT FUNDED ARPA PROJECT
IFB NO. 24-002

liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. 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 (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, 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 ISO form of the policy must be acceptable to the Town.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
- And
- Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301
- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include 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

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insurance company underwriting department or insurance agent, 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 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 earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

Contractor agrees to comply with 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

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

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier 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, or marital 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, age, color, religion, sex, national origin, physical or mental disability, or marital 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 assigns for the period which 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.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This

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provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or 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, the prevailing party shall be entitled to recover 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 all Work in a professional manner and in accordance with 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

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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 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, “Public Records Law.” No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges 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.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor’s possession or control in connection with Contractor’s performance under this IFB and any Contract awarded, and upon the request from the Town’s custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town’s custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

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, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section 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 fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to 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, 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, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
 5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information 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 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this

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Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth in the Agreement.

Section 27: Days

The term 'days' or 'calendar days' in reference to a period of time shall mean consecutive calendar days, to include Saturday, Sunday, and holidays.

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal, or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

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. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. 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. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.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 of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

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Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Jorge Paz
Kailas Corp.
12565 Orange Drive
Suite 410
Davie, Florida 33330

Section 33: Miscellaneous

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

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination 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

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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.

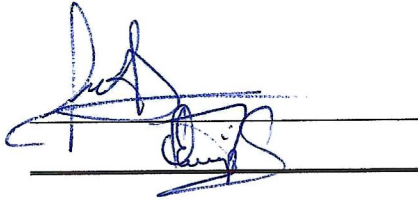
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- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and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

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: KAILAS CORP., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2024.

WITNESSES:



KAILAS CORP.:

By: Jorge Katz President (title)
28 day of sept 2024

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitreuz, Mayor
____ day of _____ 2024

By: _____
Russell Muñiz, Town Administrator
____ day of _____ 2024

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.2340.01

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

**APPENDIX B
BID SCHEDULE**

The following Bid Form is presented to assist the Town in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Town reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form based on the Work performed and completed.

<u>Twin 48 Culvert Project At Dykes Road</u>				SCHEDULE OF VALUE	
Stormwater - Roadway Improvements					
Item #	Description	Quantity	Unit	Unit Price	Cost
A	Stormwater and Canal Improvements				
1	Clearing and Grubbing	0.46	AC	\$10,000.00	\$4,600.00
2	Regular Excavation	3459	C.Y.	\$25.00	\$86,475.00
3	Embankment	148	C.Y.	\$25.00	\$3,700.00
4	Swale Excavation and Regrade	104	C.Y.	\$25.00	\$2,600.00
5	Chain Link Fence Removal	150	L.F.	\$20.00	\$3,000.00
6	Pipe Culvert RCP, Round, 48"	296	L.F.	\$500.00	\$148,000.00
7	Proposed Concrete fabric form	183	S.F.	\$200.00	\$36,600.00
8	Performance Turf/Sod	676	S.Y.	\$10.00	\$6,760.00
9	Seed / Mulch	750	S.Y.	\$8.00	\$6,000.00
	Subtotal Stormwater and Canal Improvements				\$297,735.00
B	Roadway Improvements				
1	Removal of Asphalt and Concrete Curb	315	S.Y.	\$10.00	\$3,150.00
2	Superpave Asphaltic Concrete, Traffic C, SP-9.5 (1.5")	274	S.Y.	\$50.00	\$13,700.00
3	Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22, (1.5")	274	S.Y.	\$50.00	\$13,700.00
4	Base, Base Group 06 (8")	302	S.Y.	\$50.00	\$15,100.00
5	Sub Base Type B Stabilization (12")	357	S.Y.	\$50.00	\$17,850.00
6	Relocated signs	3	EA	\$500.00	\$1,500.00
7	Type "F" Curb	190	L.F.	\$100.00	\$19,000.00
8	Guardrail	170	L.F.	\$50.00	\$8,500.00
	Subtotal Roadway Improvements				\$92,500.00

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

C	MISCELLANEOUS CONSTRUCTION COST				
1	General Requirements Lump sum including surveying, Testing, stake-out and as-built drawings	1	LS	\$5,000.00	\$5,000.00
2	Contractor Mobilization and Demobilization Lump sum for the cost of mobilizing and demobilizing contractors equipment and personnel for this project	1	LS	\$10,000.00	\$10,000.00
3	Stormwater Pollution Prevention Including furnish, install and remove inlet protection system and Silt fence within and adjacent to the project site	1	LS	\$5,000.00	\$5,000.00
4	Maintenance of Traffic Lump sum for the cost of installing, maintaining through construction, and removing appropriate maintenance of traffic measures to ensure the safety of all vehicles and pedestrians passing the project site during construction of this project	1	LS	\$20,000.00	\$20,000.00
5	Pavement and Markings Existing Stripping removal, Traffic Sign relocation and adjustments, required re-stripe due to sign relocation	1	LS	\$10,000.00	\$10,000.00
6	Additional Work Allowance for Unforeseen Conditions Contractor to obtain preapproval from PM and submit receipt for reimbursable	1	LS	\$10.00	\$10.00
Subtotal Miscellaneous Construction Cost					\$50,010.00

TOTAL BID AMOUNT \$ 440,245.00

TOTAL BID AMOUNT (IN WORDS) _____

Four hundred forty thousand two hundred forty-five dollars and zero cents

BIDDER: Kailas Corp.

August 14, 2024

TOWN OF SOUTHWEST RANCHES
Christina Semeraro, NIGP-CPP, CPPO, CPPB
Town Procurement Officer
13400 Griffin Road
Southwest Ranches, FL 33330

TITLE: IFB No. 24-002 - DYKES ROAD PIPING – FEDERAL GRANT FUNDED ARPA PROJECT

Bidder's Name: Kailas Corp.
Physical Address: 12565 Orange Drive, Suite 410, Davie, FL 33330
Mailing Address: PO BOX 552098 Davie, FL 33355
Telephone: (954) 605-6940 / (305) 722-0099
Contact Person: Jorge Paz
Email: jpaz@kailascontractors.com

KAILAS CORP is please to submit the following information:

1. Appendix A Bidder Information, with copy of CGC and CUC Licenses
2. Appendix B Bid Schedule
3. Appendix C Disclosure of Ownership Interest
4. Appendix D Drug Free Workplace
5. Appendix E Sworn Statement Pursuant to Section 287.133(3) (a) Florida Statutes on Public Entity Crimes
6. Appendix F Non-Collusion Affidavit
7. Appendix G Anti-Lobbying Certification Form
8. Appendix H Bidder Confirmation of Qualifications
9. Appendix K Certificate of Authority (If Corporation or Limited Liability Company)
10. Appendix M Bid Bond
11. Appendix N Governmental Contact Information
12. Appendix O Acknowledgement of Conformance with O.S.H.A. Standards
13. Appendix P Bidder Confirmation of Qualifications
14. Appendix Q Bidder Experience Questionnaire, with refence letters
15. Appendix R Sub-Contractor List
16. Appendix S Acknowledgement of Addenda
17. Appendix T Liability Claims
18. Appendix U Certification Pursuant to Florida Statute 287.135
19. Appendix V W-9
20. Appendix W Proof of Insurance
21. Appendix Y 44 C.F.R. Part 18 – Certification Regarding Lobbying
22. Appendix Z Other Federal, State and Local Requirements (2 CFR 200 Compliance)
23. Appendix AA E-Verify Memorandum of Understanding
24. Broward County Local Business Tax Receipt
25. Town of Davie Local Business Tax Receipt
26. Broward County DBE and CBE Certifications

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

**APPENDIX A
BIDDER INFORMATION**

NAME: Kailas Corp.

ADDRESS: 12565 Orange Drive, Suite 410, Davie, Florida 33330

FEIN: 20-1135954

LICENSE NUMBER: CGC1507261 & CUC1223706 STATE OR COUNTY: Florida

LICENSE TYPE: Certified General Contractor & Certified Underground and Excavation Contractor
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: None
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: Jorge Paz / Kailas Corp.

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: Jorge Paz / Kailas Corp.

BIDDER'S ADDRESS: 12565 Orange Drive, Suite 410, Davie, Florida 33330

BIDDER'S PHONE NUMBER: Office: 305-722-0099 Cell: 954-605-6940

BIDDER'S EMAIL ADDRESS: jpaz@kailascontractors.com

By: Jorge Paz

Kailas Corp.

Name of Corporation/Entity

12565 Orange Drive, Suite 410,
Davie, Florida 33330

Address of Corporation/Entity

Signature of President or Authorized Principal

By: Jorge Paz

Title: President

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



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PAZ, JORGE

KAILAS CORP
12565 ORANGE DRIVE #410
DAVIE FL 33330

LICENSE NUMBER: CGC1507261

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/31/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PAZ, JORGE

KAILAS CORP
12565 ORANGE DRIVE #410
DAVIE FL 33330

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
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Subtotal Miscellaneous Construction Cost					\$50,010.00

TOTAL BID AMOUNT \$ 440,245.00

TOTAL BID AMOUNT (IN WORDS) _____

Four hundred forty thousand two hundred forty-five dollars and zero cents

BIDDER: Kailas Corp.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF [Broward](#)

BEFORE ME, the undersigned authority, this day personally appeared [Jorge Paz](#), hereinafter referred to as “Affiant,” who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[] an individual or
☒ the [President](#) of [Kailas Corp.](#).
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

2. Affiant’s address is:
[12565 Orange Drive, Suite 410, Davie, Florida 33330](#)

3. Attached hereto as Exhibit “A” is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant’s corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Jorge Paz, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 9 day of August, 2024, by Jorge Paz, [☒] who is personally known to me or [] who has produced _____ as identification and who did take an oath.



CLAUDIA BERNAL
Notary Public
State of Florida
Comm# HH200039
Expires 11/17/2025

Claudia B.
Notary Public
Claudia Bernal
(Print Notary Name)
State of Florida at Large
My Commission Expires: 11/17/2025

Disclosure of Ownership Interests

Address

NONE

BIDDER FIRM: **Kailas Corp.**

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

APPENDIX D
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 or plea.
- 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), any employee who is so convicted or takes a plea.
- 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.

BIDDER SIGNATURE: Jorge Paz

BIDDER NAME: Jorge Paz

BIDDER FIRM: Kailas Corp.

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APPENDIX E
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 Jorge Paz

for Kailas Corp.

whose business address is 12565 Orange Drive, Suite 410, Davie, Florida 33330

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-1135954

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Para. 287.133(1) (a), Florida Statutes, means:
 - (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

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

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

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

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

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of August, 2024, by Jorge Paz (name of person acknowledging).

By: _____

Jorge Paz

(Printed Name)

President

(Title)

Sworn to and subscribed before me this 9 day of August, 2024

Personally known ☒

Or Produced Identification _____

(Type of Identification)

Notary Public - State of

Florida

Claudia B

Notary Signature

My Commission Expires

11/17/2025

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



CLAUDIA BERNAL
Notary Public
State of Florida
Comm# HH200039
Expires 11/17/2025

BIDDER FIRM: Kailas Corp.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

APPENDIX F
NON-COLLUSION AFFIDAVIT

State of Florida)
) ss:
County of Broward)

Jorge Paz being first duly sworn deposes and says that:

- (1) He/She is the President (Owner, Partner, Officer, Representative or Agent) of Kailas Corp. the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed with respect to 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.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
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The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of August, 2024, by Jorge Paz (name of person acknowledging).

By: _____

Jorge Paz

(Printed Name)

President

(Title)

Sworn to and subscribed before me this 9 day of August, 2024

Personally known ☒

Or Produced Identification _____
(Type of Identification)

Notary Public - State of Florida

Claudia B.

(Notary Signature)

My Commission Expires: 11/17/2025

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



CLAUDIA BERNAL
Notary Public
State of Florida
Comm# HH200039
Expires 11/17/2025

BIDDER FIRM: Kailas Corp.

APPENDIX G
ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: Kailas Corp.

Street address: 12565 Orange Drive, Suite 410

City, State, Zip: Davie, Florida, 33330

Certified By: Jorge Paz
(type or print)

Title: President

Signature: Jorge Paz Date: 8/14/2024

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

APPENDIX H
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 which is the subject of this Invitation For Bids.

1. All license, certificate and experience requirements must be met by the bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by bidder who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or 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 such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder: Kailas Corp.

Bidder's Name: Jorge Paz

Bidder's Address: 12565 Orange Drive, Suite 410
Davie, Florida, 33330

Bidder's Phone Number: 954-605-6940 / 305-722-0099

Bidder's Email: jpaz@kailascontractors.com

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

CGC1507261

CUC1223706

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 9 day of August, 2024
by Jorge Paz, President of Kailas Corp. (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

Claudia B
Notary Signature



CLAUDIA BERNAL
Notary Public
State of Florida
Comm# HH200039
Expires 11/17/2025

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

BIDDER FIRM: Kailas Corp.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

***APPENDIX K**
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 _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that Jorge Paz, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, August 14, 2024, 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 9 day of August, 2024.

Secretary: _____

(SEAL)



BIDDER FIRM: Kailas Corp.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

**APPENDIX M
BID BOND**

Bond No. N/A

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we,
Kailas Corp. dba Kailas Contractors
_____, as Principal, and _____

The Ohio Casualty Insurance 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 Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid), 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 August 14 2024 for

**“DYKES ROAD PIPING –
Federal Grant Funded ARPA Project”**

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.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 14th day of August, 20 24, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

BIDDER FIRM: Kailas Corp. dba Kailas Contractors

By: _____

Title: _____

IN PRESENCE OF: President
Joseph H
(Individual or Partnership Principal)

(SEAL)



12565 Orange Drive, Suite 410
(Business Address)

Davie, FL 33330
(City/State/Zip)

(305) 722-0099
(Business Phone)

SURETY: The Ohio Casualty Insurance Company

By: Charles D. Nielson
Charles D. Nielson, Attorney-In-Fact

(SEAL)

175 Berkeley Street
(Business Address)

Boston, MA 02116
(City/State/Zip)

(617) 357-9500
(Business Phone)

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.

Countersigned by Florida Agent:

Charles D. Nielson

Name: Charles D. Nielson, Licensed Resident Agent

Date: August 14, 2024



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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205265-964011**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Shawn A. Burton

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of August, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

APPENDIX N
GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL
Broward County Aviation Department (BCAD)	320 Terminal Drive, Suite 200, Fort Lauderdale, FL 33315	954-359-6973	Gasser Dougé GDouge@broward.org
Broward County Highway Construction & Engineering Division	1 North University Drive, Plantation, FL 33324	954-325-1529	Tom Muzika TMuzicka@broward.org
City of Dania Beach	1201 Stirling Road, Dania Beach, FL, 33004	954-924-6800 x3617	Dincer Akin Ozaydin dozaydin@daniabeachfl.gov
City of Miami Gardens	1050 NW 163rd Drive, Miami Gardens, FL 33169	786-279-1270	Bernard Buxton-Tetteh bbuxton-tetteh@miamigardens-fl.gov
City of Hallandale Beach	400 S. Federal Highway, Hallandale Beach, FL 33009	954-457-1397	Jesus Padron, jpadron@cohb.org
Town of Davie	6591 Orange Drive, Davie, FL 33314	954-797-1096	Abidemi Ajayi (AJ) aajayi@davie-fl.gov

BIDDER FIRM: Kailas Corp.

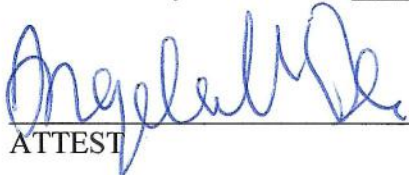
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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

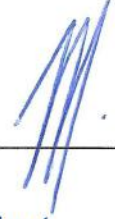
APPENDIX O
ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

Jorge Paz, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to Kailas Corp.'s failure to comply with such regulations.


ATTEST

Kailas Corp.
CONTRACTOR

BY: 
Jorge Paz, President
Print Name

Date: 8/14/2024

BIDDER FIRM: Kailas Corp.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

APPENDIX P
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 which is the subject of this Invitation for Bids.

All license, certificate and experience requirements must be met by the Bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by Bidders who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or 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 such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder: Kailas Corp.

Bidder's Name: Jorge Paz

Bidder's Address: 12565 Orange Drive, Suite 410
Davie, Florida, 33330

Bidder's Phone Number: 954-605-6940

Bidder's Email: jpaz@kailascontractors.com

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

CGC1507261

CUC1223706

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 9 day of August, 2024
by Jorge Paz, President of Kailas Corp. (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

Claudia B.
Notary Signature



CLAUDIA BERNAL
Notary Public
State of Florida
Comm# HH200039
Expires 11/17/2025

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

BIDDER FIRM: Kailas Corp.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

APPENDIX Q
BIDDER EXPERIENCE

The Bidder's response to this questionnaire will be utilized as part of the Town's Bid Evaluation and Contractor selection. Bidders must have current licensures applicable to this type of work and must have experience on comparable work. List comparable contract experience client references
(MUST COMPLETE EVEN IF ADDITIONAL REFERENCE PAGE SUPPLIED)

Project Name: SW 43rd Terrace Stormwater Improvements
Contract Amount: \$2,142,510.24
Contract Date: 2023
Client Name: City of Dania Beach
Address: 1201 Stirling Road, Dania Beach, FL, 33004
Contact Person: John Quintero, Project Manager
Contact Person Tel. No.: 954-924-6800 x3619
Contact Person Email: jquintero@daniabeachfl.gov

Project Name: FLL A2-A3 & NE Retention Areas Drainage Improvements - PNC2117536C1_1
Contract Amount: \$900,310.00
Contract Date: 2023
Client Name: Broward County Aviation Department (BCAD)
Address: 320 Terminal Drive, Suite 200, Fort Lauderdale, FL 33315
Contact Person: Andrew Hipolito, Licensed Engineer / PM
Contact Person Tel. No.: 954-359-2255
Contact Person Email: ahipolito@broward.org

Project Name: R2111241C1 Ravenswood Road Reconstruction - Serling Road to Griffin Road
Contract Amount: \$4,258,906.28
Contract Date: 2017
Client Name: Broward County Highway Construction & Engineering Division
Address: 1 North University Drive, Plantation, FL 33324
Contact Person: Tom Muzicka, P.E., Construction Management Supervisor
Contact Person Tel. No.: 954-325-1529
Contact Person Email: tmuzicka@broward.org

BIDDER FIRM: Kailas Corp.

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DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

August 17, 2023

John Quintero
Project Manager Public Services
City of Dania Beach
100 W Dania Beach Blvd
Dania Beach FL 33004
954-743-0484

Kailas Contractors
3450 W 84th St # 202G
Hialeah, FL 33018

To whom it may concern

I hope this letter finds you well. I am writing to highly recommend Kailas Corp, having had the pleasure of working closely with them on two significant drainage projects in Dania Beach. The collaboration has been nothing short of impressive, and I wish to highlight some of the exceptional qualities that Kailas Corp has demonstrated.

Our first project together, a drainage project on SW 37th Terr, was a resounding success. Not only was it completed on schedule, but Kailas Corp also handled an unexpected addition to the project with remarkable efficiency and skill. Their quick thinking, resourcefulness, and experienced engineering ensured that the project not only met but exceeded expectations. Their responsiveness and professionalism were evident throughout the project.

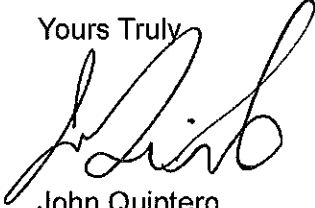
We are currently working on another drainage project on SW 43rd Terr, where we have encountered sensitive underground utilities, including a jet fuel transmission line. Despite the inherent challenges, the project has been progressing smoothly and on time. This speaks volumes about Kailas Corp's experienced crew and their ability to navigate even the most complex situations.

In my experience with Kailas Corp, they have consistently demonstrated a genuine commitment to excellence, a keen eye for detail, and a wonderful spirit of collaboration. They are a company that takes great pride in its work, and it has been a real pleasure to have them as our contractor.

Please feel free to reach out to me should you require any further information or specific details about our collaboration with Kailas Corp.

Wishing you all the best in your future endeavors with Kailas Corp.

Yours Truly

A handwritten signature in black ink, appearing to read "John Quintero", written in a cursive style.

John Quintero

Susana Bernal

From: Hipolito, Andrew <AHIPOLITO@broward.org>
Sent: Tuesday, August 15, 2023 3:48 PM
To: Susana Bernal
Cc: J Paz; Douge, Gasser
Subject: RE: Reference Letter / Email Request

To Whom it May Concern,

Kailas Contractors has completed several projects at Fort Lauderdale International Airport under the supervision of the Broward County Aviation Division(BCAD). The work Kailas has performed to date has focused around drainage related activities including, but not limited to; installation of new drainage structures and new drainage pipe, pipe cleaning, grading, and sodding. Kailas has completed all requested work in a professional manner within the terms of the contract. Kailas has cooperated with the extensive coordination requirements needed to complete work at the airport. Kailas has been responsive to the needs of BCAD and we look forward to continuing this relationship for future projects.

Regards,

Andrew Hipolito, PE, PMP



Licensed Engineer
Broward County Aviation Department
Fort Lauderdale-Hollywood International Airport
320 Terminal Drive, Suite 200, Fort Lauderdale, FL 33315
Office: 954-359-2255 ▪ Cell: 954-498-8936
ahipolito@broward.org
www.fll.net

Susana Bernal

From: Muzicka, Thomas <TMUZICKA@broward.org>
Sent: Monday, July 18, 2022 4:09 PM
To: Susana Bernal
Subject: RE: Reference

Susana

This will confirm that Kailas Corp completed Broward County Contract R2111241C1 Ravenswood Road Reconstruction From Serling Road to Griffin Road. The contract was awarded for 4,187,268.05 and 425 calendar days, the contract was completed for \$4,258.906.28 and 496 calendar days. Changes were attributable to unsuitable subsoil materials and changes desired by the County. Kailas Corp cooperated with the adjacent property owners and contributed to the solution of construction issues. Kailas Corp earned a favorable evaluation indicating the County would proceed with the award of future contracts.



Tom Muzicka, P.E.
Construction Management Supervisor
Highway Construction and Engineering Division
1 N. University Drive, Plantation, FL 33324
Ph. 954 577-4562 Cell 954 325-1529

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

APPENDIX R
SUB-CONTRACTOR 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. This list shall not be amended without the prior written consent of Town.

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>
NONE		

BIDDER FIRM: _____

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

APPENDIX S
ACKNOWLEDGEMENT OF ADDENDA

Bidder acknowledges receipt of all addenda by initialing below for each addendum received.

Addendum No. 1 JP

Addendum No. 2 JP

Addendum No. 3 _____

Addendum No. 4 _____

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BIDDER FIRM: Kailas Corp.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

APPENDIX T
LIABILITY CLAIMS

Please list the following information for **all** Liability Claims for the past ten (10) years: **NONE**

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

BIDDER FIRM: Kailas Corp.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002

APPENDIX U

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Kailas Corp. does not:

(Name of Bidding Firm)

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.


Organization: Kailas Corp.

Street address: 12565 Orange Drive, Suite 410

City, State, Zip: Davie, Florida, 33330

Certified By: Jorge Paz
(type or print)

Title: President

Signature:  Date: 8/14/2024

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APPENDIX V

INSERT W – 9

Must be current, signed, dated and legible W-9

Linked: [Form W-9 \(Rev. March 2024\) \(irs.gov\)](https://www.irs.gov/pub/irs-pdf/fw9.pdf)
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KAILAS, CORP	
	2 Business name/disregarded entity name, if different from above KAILAS, CORP	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 12565 Orange Drive Suite 410	Requester's name and address (optional)
	6 City, state, and ZIP code Davie, FL 33330	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
2	0	-	1	1	3	5	9	5	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>George Paz</i>	Date ► 2/12/2024
-----------	--	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DYKES ROAD PIPING PROJECT
IFB NO. 24-002
APPENDIX W

INSERT PROOF OF INSURANCE



KAILCON-01

DDEPAZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2024

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 have ADDITIONAL INSURED provisions or 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 Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Kailas Corp. PO Box 552098 Davie, FL 33355	INSURER(S) AFFORDING COVERAGE INSURER A : Accelerant Specialty Insurance Company 16890 INSURER B : Infinity Assurance Insurance Company 39497 INSURER C : Landmark American Insurance Company 33138 INSURER D : Insurance Company of the West 27847 INSURER E : AGCS Marine Insurance Company 22837 INSURER F :

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			DCS000005000	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			50009647701	6/15/2024	6/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			LHA601161	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WFL507176101	6/15/2024	6/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Equipment Floater			MXI9307982454099	6/15/2024	6/15/2025	Leased/Rented 300,000

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

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	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 
--	--

APPENDIX Y
44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Kailas Corp., certifies or affirms the truthfulness and Accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Jorge Paz
Signature of Contractor's Authorized Official

Jorge Paz, President
Name and Title of Contractor's Authorized Official

8/14/2024
Date

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APPENDIX Z
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS
(2 CFR 200 COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules, and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act (42 U.S.C 5206 - extended until 2023) and Build America, Buy America (BABAA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABAA requirements, unless excepted by a waiver.

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

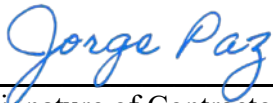
Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.



Signature of Contractor's Authorized Official

Jorge Paz, President

Name and Title of Contractor's Authorized Official

8/14/2024

Date

APPENDIX AA

INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING

PROVIDE PROOF OF E-VERIFY REGISTRATION

- a) Page showing USCIS verified electronic approval.
- b) Page listing Company name & EIN number, matching W9 (Appendix U) submitted.

To Enroll in E-Verify, Go to <https://idp.uscis.gov/enroll/Everify> - and click on [I Agree] to register, save registration as a PDF document and include memorandum of Understanding document with this bid.

To access your Company's MOU:

1. Log in to your Company's E-Verify Account, Click on My Company Profile/Account (right upper section of the main page)
2. Scroll down on the following screen for the link "view/print MOU".

DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.

E-Verify Information:

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

1. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
2. The contractor shall maintain a copy of such affidavit for the duration of the contract. In accordance with F.S. 448.095 Contractor/Consultant acknowledges and agrees to the following:
 - a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

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Company ID Number: 409247

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Kailas Corp	
Jorge Paz Name (Please Type or Print)	Title
Electronically Signed Signature	04/18/2011 Date

Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	04/18/2011 Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Kailas Corp
Company Facility Address:	3450 W 84th Street
	Suite 202G
	Hialeah, FL 33018
Company Alternate Address:	
County or Parish:	MIAMI-DADE
Employer Identification Number:	201135954

Company ID Number: 409247

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Kailas Corp** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 409247

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 409247

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

Company ID Number: 409247

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 409247

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Company ID Number: 409247

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

Company ID Number: 409247

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

Company ID Number: 409247

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Company ID Number: 409247

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 409247

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 409247

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 409247

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Kailas Corp	
Jorge Paz	
Name (Please Type or Print)	Title
Electronically Signed	04/18/2011
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	04/18/2011
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Kailas Corp
Company Facility Address:	3450 W 84th Street
	Suite 202G
	Hialeah, FL 33018
Company Alternate Address:	
County or Parish:	MIAMI-DADE
Employer Identification Number:	201135954

Company ID Number: 409247

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">FLORIDA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Jorge Paz	Fax Number:	(305) 722 - 0299
Telephone Number:	(305) 722 - 0099		
E-mail Address:	jpaz@kailascontractors.com		

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA: KAILAS CORP Receipt #: 180-230620
Business Name: Business Type: GENERAL CONTRACTOR

Owner Name: JORGE PAZ Business Opened: 01/26/2010
Business Location: 12565 ORANGE DRIVE #410 State/County/Cert/Reg: CGC1507261
DAVIE Exemption Code:

Business Phone: 305-722-0099

Rooms Seats Employees Machines Professionals

4

For Vending Business Only				Vending Type:		Total Paid
Number of Machines:		NSF Fee		Prior Years	Collection Cost	
Tax Amount	Transfer Fee	0.00	0.00	Penalty	0.00	0.00
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

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.

WHEN VALIDATED

Mailing Address:

KAILAS CORP
12565 ORANGE DRIVE #410
DAVIE, FL 33331

Receipt #1CP-22-00004213
Paid 08/01/2023 27.00
07/31/2023 Effective Date




TOWN OF DAVIE
Business Tax Receipts Division
8800 SW 36th Street
Davie FL 33328
Telephone: 954-797-1212
Email: btr@davie-fl.gov
Website: www.davie-fl.gov

581 *****AUTO**ALL FOR AADC 331 2



KAILAS, CORP.
KAILAS, CORP.
PO BOX 552098
DAVIE FL 33355-2098

	TOWN OF DAVIE Business Tax Receipt Effective Date: 10/1/2023 Expiration Date: 9/30/2024	License Number 115
DBA Name: Business Name: KAILAS, CORP. Address: 12565 ORANGE DR 410 City, ST, Zip: DAVIE, FL 33330		Business Phone: (305) 722-0099 Square Footage: 470
License Type: Contractor Engineering		
CERTIFICATE OF USE		
<p>*The Business Tax Receipt is an acknowledgment that a Business Tax has been paid pursuant to Sec. 13-17 of the Town Code. Please contact the Towns Business Tax Receipt Division if the business has ceased, moved or changed ownership.</p> <p>**The Certificate of Use is an acknowledgment that the business was determined to have met the requirements of Sec. 12-382 of the Town Code. If blank, Certificate of Use details are on file with Business Tax Receipts Division.</p>		



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

October 27, 2023

Mr. Jorge Paz
KAILAS CORP. dba KAILAS CONTRACTORS
12565 Orange Drive, Suite 410
Davie, Florida 33330

Dear Mr. Paz:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** certification has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. **However, the responsibility to ensure continued certification is yours.** Failure to document your firm's continued eligibility for the CBE program within **thirty (30) days** from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 237110, 237990, 238110, 238910

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL
MCDONALD

Digitally signed by SANDY-
MICHAEL MCDONALD
Date: 2023.10.31 14:45:01
-04'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE
ANNIVERSARY DATE: August 6th

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
Broward.org



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

February 27, 2024

Mr. Jorge Paz
KAILAS CORP
12565 Orange Drive, Suite 410
Davie, Florida 33330

ANNIVERSARY DATE – Annually, on January 31st

Dear Mr. Paz:

Broward County is pleased to announce **KAILAS CORP** has renewed its certification as a **Disadvantaged Business Enterprise [DBE]** in Florida, under a **Unified Certification Program [UCP]** in accordance with 49 CFR, PART 26.

DBE certification continues from your anniversary date but is contingent upon Kailas Corp. renewing its eligibility annually through this office, Office of Economic and Small Business Development (OESBD). **OESBD will notify you in advance of your obligation to provide continuing eligibility documents; however, ensuring continued certification is your responsibility.** Failure to continue your eligibility will result in immediate action to decertify Kailas Corp. as a Disadvantaged Business Enterprise (**DBE**).

DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of Kailas Corp.

As long as Kailas Corp is listed in the DBE Directory, it is considered DBE Certified by all Florida UCP Members.

Kailas Corp will be listed in Florida's **UCP DBE Directory** which can be accessed via the internet, at

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch>

DBE certification is **NOT** a guarantee of work, but enables Kailas Corp to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

Re: KAILAS CORP.

February 27, 2024

If, at any time, there is a material change in Kailas Corp including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of Kailas Corp, you must notify OESBD, in writing, without delay. Notification should include supporting documentation. You will receive acknowledgement and confirmation of continued eligibility, if applicable after notification of changes.

Kailas Corp may compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, receiving DBE credit for work performed in the following areas:

NAICS CODE: 236115 Single-Family Housing Construction (except For-Sale Bldrs.)

NAICS CODE: 236116 Multifamily Housing Construction (except For-Sale Builders)

NAICS CODE: 236117 New Housing For-Sale Builders

NAICS CODE: 236118 Residential Remodelers

NAICS CODE: 236210 Industrial Building Construction

NAICS CODE: 236220 Commercial and Institutional Building Construction

NAICS CODE: 237110 Water & Sewer Line and Related Structures Construction

NAICS CODE: 237120 Oil and Gas Pipeline and Related Structures Construction

NAICS CODE: 237310 Highway, Street, and Bridge Construction

NAICS CODE: 237990 Other Heavy and Civil Engineering Construction

NAICS CODE: 238110 Poured Concrete Foundation and Structure Contractors

NAICS CODE: 238120 Structural Steel and Precast Concrete Contractors

NAICS CODE: 238910 Site Preparation Contractors

NAICS CODE: 484110 General Freight Trucking, Local

Please feel free to contact OESBD for any questions or concerns pertaining to your DBE certification. Our telephone number is (954) 357-6400; our fax number is (954) 357-5674.

Sincerely,

SANDY-MICHAEL
MCDONALD

Digitally signed by SANDY-
MICHAEL MCDONALD
Date: 2024.02.29 15:42:42
-05'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
David S. Kuczenski, Esq., Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 9/12/2024
SUBJECT: Approving an Agreement with Wolf Creek Construction for Construction of the SW 205th Avenue and SW 49th Court Drainage Project

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

The Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project. The project scope includes swale regrading and restoration, installation of catch basins and associated drainage pipes, coring into the existing system, and driveway restoration.

The Town advertised Invitation for Bid 24-003 for the SW 205th Avenue and SW 49th Court Drainage on July 29, 2024. The Town received five (5) responses on August 21, 2024.

Bidder	Amount
---------------	---------------

Wolf Creek Construction	\$87,063.31
Kailas Corp.	\$99,060.00
Absolute Construction Services, Inc	\$125,000.00
Restate Construction	\$164,196.00
Emerald Construction Corp.	\$215,421.47

After reviewing the bids, it was determined that Wolf Creek Construction was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town's Procurement Code.

Fiscal Impact/Analysis

The Town budgeted \$105,000 in FY2023-2024 within the Transportation Fund (account #101-5100-541-63260 - Infrastructure - Drainage) for this specific project.

During FY2023-2024 the Town issued Purchase Orders for surveying, civil engineering design and construction observation services totaling \$20,545. Therefore, a budget amendment to FY2023-2024 Budget from unassigned fund balance is needed as listed below. Additionally, the revised purchase order amount will be rolled into FY2024-2025.

Transportation Fund

Expenditure Increase:

Transportation Drainage Expenditures (101-5100-541-63260)	\$2,609.00
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Revenues Increase

Transfer from General Fund (101-0000-381-38101)

\$2,609.00

General Fund

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900)

\$2,609.00

Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101)

\$2,609.00

Staff Contact:

Rod Ley, P.E., Public Works Director

Emily Aceti, Community Services Manager

Emil Lopez, Town Financial Administrator

Christina Semeraro, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	9/3/2024	Resolution
Agreement	9/4/2024	Agreement

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RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH WOLF CREEK CONSTRUCTION IN THE AMOUNT OF EIGHTY-SEVEN THOUSAND SIXTY-THREE DOLLARS AND THIRTY-ONE CENTS (\$87,063.31) FOR CONSTRUCTION OF THE SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 TOWN BUDGET; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project; and

WHEREAS, the project includes swale regrading and restoration, installation of catch basins and associated drainage pipes, coring into the existing system, and driveway restoration; and

WHEREAS, the Town advertised Invitation For Bid 24-003 for SW 205th Avenue and SW 49th Court Drainage Project on July 29, 2024; and

WHEREAS, the Town received five (5) responses on August 21, 2024; and

WHEREAS, after reviewing the bids, it was determined that Wolf Creek Construction was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town's Procurement Code; and

WHEREAS, Wolf Creek Construction's bid totals Eighty-Seven Thousand Sixty-Three Dollars and Thirty-One Cents (\$87,063.31); and

WHEREAS, the Town budgeted One Hundred Five Thousand Dollars and Zero Cents (\$105,000.00) in FY2023-2024 Budget Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage) for this specific project; and

WHEREAS, the Town has Eighty-Four Thousand Four Hundred Fifty-Five Dollars and Zero Cents (\$84,455.00) remaining for construction after surveying and design expenses; and

WHEREAS, a budget amendment utilizing unassigned Fund balance (Reserves) to the Transportation budget totaling Two Thousand Six Hundred Nine Dollars and Zero Cents (\$2,609.00) is required to complete the project; and

WHEREAS, the Town Council believes that the agreement is in the best interest of the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

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

Section 2. The Town Council hereby approves an Agreement with Wolf Creek Construction in the amount of Eighty-Seven Thousand Sixty-Three Dollars and Thirty-One Cents (\$87,063.31) for construction of the SW 205th Avenue and SW 49th Court Drainage Project, in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby approves a budget amendment utilizing unassigned Fund balance (Reserves) to the Fiscal Year 2023-2024 Town Budget as follows:

Transportation Fund

Expenditure Increase:

Transportation Drainage Expenditures (101-5100-541-63260)	\$2,609
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Revenues Increase

Transfer from General Fund (101-0000-381-38101)	\$2,609
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General Fund

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900)	\$2,609
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Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101)	\$2,609
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Section 4. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement and to sign any and all documents which are necessary and proper to effectuate the intent of this Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this _____ day of _____ 2024 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.058.2024

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EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

WOLF CREEK CONSTRUCTION, LLC

FOR

“SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT”

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT
IFB NO. 24-003

**AGREEMENT FOR
“SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 2024 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and WOLF CREEK CONSTRUCTION, LLC (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to implement the “IFB 24-003 SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT” (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 24-003 on July 29, 2024 (“IFB”); and

WHEREAS, five (5) bids were received by the Town on August 21, 2024; and

WHEREAS, the Town has adopted Resolution No. 2024- _____ at a public meeting of the Town Council approving the recommended award and has selected WOLF CREEK CONSTRUCTION, LLC for award of the Project.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the IFB, the terms of the attached Resolution 2024-_____, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings, and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 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 in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws, and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.
- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT
IFB NO. 24-003

Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year from the Final Completion Date. If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation, or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for
"SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT"
- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Finance Department. The Notice to Proceed and Purchase Order will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind.
- 2.5 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **ninety (90) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").

Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT
IFB NO. 24-003

- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
- (iii) All Work has been completed; and
- (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

2.6 Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 2.5, as extended by any approved time extensions, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 2.5, as extended by approved time extensions thereof, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

2.7 **Liquidated/Delay Damages ("LD's")** – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.5 above, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct liquidated damages from monies due or to become due to Contractor.

Final Completion of the Work shall be achieved no later than 30 calendar days from Substantial Completion or within **one hundred twenty (120)** days from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT
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Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications, and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.

2.8 Contractor shall reimburse Town, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Town and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Town as costs are incurred by Consultant and agreed to by Town.

2.9 Additionally, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. Section 2.7 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$87,063.31 Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT
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In the event the cost of the Work exceeds the amount(s) defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.

- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 5% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) if it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off 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 the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

No assignment of this Agreement or the Work hereunder 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 prior written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT
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- 5.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of “A-” or better in accordance with A.M. Best’s Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
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 for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER’S COMPENSATION:** Worker’s Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Contractor shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT
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- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. 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 (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, 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 ISO form of the policy must be acceptable to the Town.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
- And
- Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301
- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT
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- 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 or insurance agent, 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 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 earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier 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, or marital 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, age, color, religion, sex, national origin, physical or mental disability, or marital 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 assigns for the period which 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.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT
IFB NO. 24-003

or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such

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government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or 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, the prevailing party shall be entitled to recover 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 all Work in a professional manner and in accordance with 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,

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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 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, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges 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.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this IFB and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

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, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section 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 fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

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- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, 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, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
 5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information 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 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this

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Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth in the Agreement.

Section 27: Days

The term 'days' or 'calendar days' in reference to a period of time shall mean consecutive calendar days, to include Saturday, Sunday, and holidays.

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal, or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

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. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. 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. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.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 of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

TOWN OF SOUTHWEST RANCHES, FLORIDA
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Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Laura Neandross
Wolf Creek Construction, LLC
222 US Highway 1, #208E
Tequesta, Florida 33469

Section 33: Miscellaneous

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

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination 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

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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

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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 express 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.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: WOLF CREEK CONSTRUCTION, LLC, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2024.

WITNESSES:

WOLF CREEK CONSTRUCTION, LLC

By:  _____
Laura Neandross, President (title)
4 day of September 2024

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitzkreuz, Mayor
____ day of _____ 2024

By: _____
Russell Muñiz, Town Administrator
____ day of _____ 2024

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.062.2024

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**APPENDIX B
BID SCHEDULE**

The undersigned hereby proposes to furnish all labor, equipment, and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addendums, if issued, for the lump sum price shown below.

SW 205 th Ave. and SW 49 th Court Stormwater - Roadway Improvements					
SCHEDULE OF VALUES					
Item #	Description	Quantity	Unit	Unit Price	Total
A	Stormwater and Canal Improvements				
1	Clearing and Grubbing	0.11	AC		\$500.00
2	Regular Excavation	130	C.Y.	\$12.00	\$1,560.00
3	Swale Excavation and Regrade	173	C.Y.	\$12.00	\$2,076.00
4	Pipe Culvert HDPE, Round, 15"	292	L.F.	\$109.16	\$31,875.00
5	Catch Basin Type "C" 24"x37"	1	L.F.	\$8,125.00	\$8,125.00
6	ADS 24" basin with Concrete collar	2	L.F.	\$4,687.50	\$9,375.00
7	Performance Turf/Sod	522	S.Y.	\$15.30	\$7,986.50
	Subtotal Stormwater and Canal Improvements				\$ 61,497.32
B	Driveway Improvements				
1	Removal of Asphalt	18	S.Y.	\$50.00	\$900.00
2	Superpave Asphaltic Concrete, Traffic C, SP-9.5 (1.0")	18	S.Y.	\$50.00	\$900.00
3	Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22, (1.0")	18	S.Y.	\$50.00	\$900.00
4	Base, Base Group 06 (8")	20	S.Y.	\$45.00	\$900.00
5	Sub Base Type B Stabilization (12")	23	S.Y.	\$39.13	\$900.00
	Subtotal Driveway Improvements				\$ 4,499.99
C	Miscellaneous Construction Cost				
1	General Requirements Lump sum including surveying, Testing, stake-out and as-built drawings	1	LS	\$6,036.00	\$6,036.00
2	Contractor Mobilization and Demobilization Lump sum for the cost of mobilizing and demobilizing contractors equipment and personnel for this project	1	LS	\$11,250.00	\$11,250.00

*Blue text indicates corrected extension amounts per the governing unit prices

CS 9/4/24

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3	Stormwater Pollution Prevention Including furnish, install and remove inlet protection system and Silt fence within and adjacent to the project site	1	LS	\$2,280.00	\$2,280.00
4	Maintenance of Traffic Lump sum for the cost of installing, maintaining through construction, and removing appropriate maintenance of traffic measures to ensure the safety of all vehicles and pedestrians passing the project site during construction of this project	1	LS	\$1,000.00	\$1,000.00
5	Pavement and Markings Existing Stripping removal, Traffic Sign relocation and adjustments, required re-stripe due to sign relocation	1	LS	\$500.00	\$500.00
Subtotal Miscellaneous Construction Cost					\$ 21,066
TOTAL BID AMOUNT					\$ 87,063.31

TOTAL BID AMOUNT (IN WORDS) EIGHTY-SEVEN THOUSAND SIXTY-THREE AND 31 /100 DOLLARS

BIDDER'S NAME: Wolf Creek Construction, LLC

BIDDER'S SIGNATURE: 

BIDDER'S DATE: 8/19/24



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
David S. Kuczenski, Esq., Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muñiz, Town Administrator
FROM: Emil C. Lopez, Town Financial Administrator
DATE: 9/12/2024
SUBJECT: Declaring Town-Owned Surplus Inventory

Recommendation

Town Council consideration for a motion to approve the resolution declaring Town-owned equipment as surplus inventory.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

Per Florida Statute 274.05 – Surplus Property, “A governmental unit shall have discretion to classify as surplus any of its property, which property is not otherwise lawfully disposed of, that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function”.

Per Section 2.203 (f) – Purchasing authorization, of the Town of Southwest Ranches Code, “Disposal of surplus or obsolete personal property more than an aggregate value of one thousand (\$1,000) or two hundred fifty dollars (\$250) per item, per quarter, shall be made only after approval by the Town Council”.

The Town has identified certain property/equipment (See Exhibit A) that have become inadequate for public purposes, obsolete, and/or no longer meets the needs of the Town of Southwest Ranches. It is the intent of the Town to dispose of declared surplus property in the manner that will provide the greatest monetary return to the Town and its taxpayers.

Fiscal Impact/Analysis

There is no cost to dispose of this surplus property.

Staff Contact:

Emil C. Lopez, Town Financial Administrator
Christina Semeraro, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	8/30/2024	Resolution
Exhibit A - Surplus Inventory	9/4/2024	Exhibit

RESOLUTION NO. 2024 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING TOWN-OWNED PROPERTY AS SURPLUS INVENTORY; AUTHORIZING THE TOWN ADMINISTRATOR TO PROPERLY DISPOSE OF THE SURPLUS INVENTORY; WAIVING ALL APPLICABLE PROCUREMENT CODE PROVISIONS TO THE CONTRARY; ALLOWING THE TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS THAT MAY BE NECESSARY TO DISPOSE OF THE SURPLUS INVENTORY AND TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches has identified specific Town-owned property as surplus including computer monitors, firefighter gear, audio visual components, telephones, and other miscellaneous items; and

WHEREAS, it has been determined that this property have become inadequate for public purpose, obsolete, and reached the end of its useful life; and

WHEREAS, the Town Administrator desires to dispose of this obsolete equipment and to declare it as surplus inventory; and

WHEREAS, this Resolution serves to authorize the Town Administrator to declare this equipment as surplus inventory and to properly dispose of it accordingly.

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

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

Section 2: The Town Council hereby declares the miscellaneous itemized and attached equipment hereto as Exhibit "A", as surplus inventory.

Section 3: The Town Council hereby waives all applicable procurement code provisions that may be to the contrary, and it authorizes the Town Administrator to explore all available options to dispose of this surplus inventory.

Section 4. The Mayor, Town Administrator, and Town Attorney, are hereby authorized to execute any and all documents necessary and proper to effectuate the intent of this Resolution.

Section 5: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of September, 2024 on a motion by _____ and seconded by _____.

Breitkreuz ____
Kuczenski ____
Allbritton ____
Hartmann ____
Jablonski ____

Ayes ____
Nays ____
Absent ____

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney
1001.059.2024

EXHIBIT "A"

Surplus Inventory - Sept. 2024

Item Description	Quantity	Serial Number (if applicable)	Location
HP COLOR LASER JET PRO MFP M281fdw	1	VNBNL7576B	Slash Pine Conference Room
HP COLOR LASERJET CP151ni	1	CN80106203	Slash Pine Conference Room
OCE PLOTWAVE 340	1	350203923 / 330805786	Slash Pine Conference Room
CANON IMAGEPROGRAF IPF760	1	AAGP4970	Slash Pine Conference Room
HP COLOR LASERJET CP4025	1	JPBCD4211B	Slash Pine Conference Room
HP OFFICEJET PRO 9015	1	THO1J5804H	Slash Pine Conference Room
LENOVO MONITOR	1	V9-04HVEE	Slash Pine Conference Room
HP MONITOR	1	3CQ146NQG9	Slash Pine Conference Room
HP MONITOR	1	CNC325PBFH	Slash Pine Conference Room
LENOVO MONITOR	1	V9-04HVEW	Slash Pine Conference Room
LENOVO MONITOR	1	V9-06D2PK	Slash Pine Conference Room
LENOVO MONITOR	1	V9-04HVEE	Slash Pine Conference Room
HP LED SPEAKER BAR	1	531565-001	IT Storage Closet
LENOVO MONITOR	1	P9019U5U	IT Storage Closet
DELL MONITOR	1	09DRWM-TV100	IT Storage Closet
DELL MONITOR	1	CN-09DRWM-TV100	IT Storage Closet
ACER MONITOR	3	MMLVMAA00141402A4A2462	IT Storage Closet
DELL MONITOR	1	CN-OKKTR-64180-346-1675	IT Storage Closet
CISCO SERVER 2911	2	FTX1724AJYZ	IT Storage Closet
CISCO SERVER CONSOLE	1	CAT0945R1S9	IT Storage Closet
CISCO SERVER CONSOLE	1	NID17187CMR	IT Storage Closet
INTEL PENTIUM CONSOLE	1	MX29370048	IT Storage Closet
CISCO IP PHONE	1	FCH2252DGOY	IT Storage Closet
CISCO IP PHONE	1	FCH2252DFLL	IT Storage Closet
CISCO IP PHONE	1	FCH2252CFYP	IT Storage Closet
LENOVO THINKCENTRE M720q	1	MJ09L36F	IT Storage Closet
CISCO WIRELESS PHONE	1	IAC1736K1X6	IT Storage Closet
DELL OPTIPLEX 7010	1	1TR2GX1	IT Storage Closet
UNIFI ENTERPRISE WIFI SYSTEM	1	N/A	IT Storage Closet
SONY TELEVISION KDL-46S4100	1	1053118	IT Storage Closet
SAMSUNG TELEVISION PN51D450A2D	1	ZZ213CQB100057L	IT Storage Closet
SCUBA FULL HARNESES AND PARTS	40	N/A	Fire Station
SCUBA MASK	35	N/A	Fire Station
SCUBA BOTTLE	20	N/A	Fire Station
LENOVO THINKPAD LAPTOP	13	Multiple	General Services
SHURE SOUND SYSTEM SET / MICS / COMPONENTS	1	N/A	Council Chambers Closet
TELEX MICROPHONES SET	1	N/A	Council Chambers Closet
HP OFFICEJET 100 MOBILE PRINTER CN551-80006	1	SNPRC-1003-01	Council Chambers Closet
HITACHI PROJECTOR	2	-1291	Council Chambers Closet
Cisco IP Phone Model 7942	13	N/A	Center Hallway
Cisco IP Phone Model 7962	15	N/A	Center Hallway
Cisco IP Phone Model 7962 with two (2) Cisco IP Phone Model 7915 Expansion Modules	1	N/A	Center Hallway
Cisco Phone Model CP-8845	8	N/A	Center Hallway
Cisco Mobile Phone with Charging Station Model CP-DSKCH-8821	1	N/A	Center Hallway

Miscellaneous			
Office Chairs	5	N/A	Slash Pine Conference Room
Chairs - Green/Gray	2	N/A	Slash Pine Conference Room
Monitor stands	2	N/A	Slash Pine Conference Room
wall clock	1	N/A	Slash Pine Conference Room
Conference table	1	N/A	Slash Pine Conference Room
bookshelf - missing shelving	1	N/A	Slash Pine Conference Room
Dry erase board easel	1	N/A	Slash Pine Conference Room
wall clock	4	N/A	IT Conference Room
Cords / Cables associated with surplusd monitors/laptops	N/A	N/A	Various
wood doors	15	N/A	Town Hall shed
Metal Light casings	10	N/A	Town Hall shed
Boxes of bathroom tiles	10	N/A	Town Hall shed

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
David S. Kuczenski, Esq., Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muñiz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 9/12/2024
SUBJECT: Resilient Florida Program Grant Application for a Drainage Project along SW 162nd Avenue and Stirling Road

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

The Florida Department of Environmental Protection (DEP) is accepting grant applications through the Resilient Florida Program for projects to prepare Florida communities for the impacts of flooding and storm surge. Municipalities are eligible to apply for infrastructure projects to address risks identified in a local government vulnerability assessment.

The Town desires to complete a drainage project along SW 162nd Avenue and Stirling Road to protect critical assets. This drainage project is in the Capital Improvement Element and is shown on the Tertiary Drainage Plan, which has been approved and prioritized by both the Town Council and the Drainage and Infrastructure Advisory Board. Surveying and design of

this project are complete, and permits have been received.

Fiscal Impact/Analysis

The total project cost is estimated to be \$526,500. Applicants may receive 50% cost-share funding assistance to implement projects for adaptation and mitigation. The Town Council of the Town of Southwest Ranches recognizes that by the submission of the grant application to Resilient Florida Program to assist in the development of the SW 162nd Avenue Drainage Project and its approval, that 50% of the cost will be made available.

Staff Contact:

Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	9/3/2024	Resolution

RESOLUTION NO

A RESOLUTION OF THE TOWN COUNCIL OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO PREPARE AND TO SUBMIT A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RESILIENT FLORIDA PROGRAM TO HELP FUND THE SW 162ND AVENUE DRAINAGE PROJECT IN THE AMOUNT OF TWO HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$263,250.00) WITH AN EQUAL TOWN MATCH; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO ANY AND ALL AGREEMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (DEP) is accepting grant applications through the Resilient Florida Program for projects to prepare Florida communities for the impacts of flooding and storm surge; and

WHEREAS, municipalities are eligible to apply for infrastructure projects to address risks identified in a local government vulnerability assessment; and

WHEREAS, applicants may receive 50% cost-share funding assistance to implement projects for adaptation and mitigation; and

WHEREAS, the Town desires to complete a drainage project along SW 162nd Avenue south to Stirling Road to protect critical assets; and

WHEREAS, the drainage project is in the Capital Improvement Element and is shown on the Tertiary Drainage Plan, which has been approved and prioritized by both the Town Council and the Drainage and Infrastructure Advisory Board; and

WHEREAS, this project is also supported by the South Broward Drainage District; and

WHEREAS, the total project cost is estimated to be Five Hundred Twenty-Six Thousand Five Hundred Dollars and Zero Cents (\$526,500.00); and

WHEREAS, it has been determined to be in the best interest of the public to seek these grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

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

Section 2: The Town Council of the Town of Southwest Ranches does hereby authorize the submission of the grant application to Resilient Florida Program to assist in the development of the SW 162nd Avenue Drainage Project.

Section 3: The Town Council of the Town of Southwest Ranches does hereby recognize that by the submission of the grant application to Resilient Florida Program to assist in the development of the SW 162nd Avenue Drainage Project and its approval, that 50% of the cost will be made available.

Section 4: The Town Council of the Town of Southwest Ranches does hereby authorize its Town Administrator to transmit the applicable grant application, to attend all necessary meetings, and to coordinate with the Town Attorney the execution of final grant agreements, if any, between the parties.

Section 5. 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 _____ day of _____ 2024 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.057.2024

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

July 25, 2024

13400 Griffin Road

Present:

Mayor Steve Breitkreuz
Vice Mayor David S. Kuczenski
Council Member Jim Allbritton
Council Member Bob Hartmann
Council Member Gary Jablonski

Russell Muñiz, Town Administrator
Dan Stewart, Deputy Town Clerk
Emil C. Lopez, Town Financial Administrator
Richard Dewitt, Assistant Town Attorney

A Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Quasi-Judicial Hearings

3. Public Site Plan for Fifth-Third Bank

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING SITE PLAN APPLICATION NO. SP-85-23 BY MG SOUTHWEST RANCHES, LLC FOR A 1,900 SQUARE-FOOT FIFTH THIRD BANK AT 15891 SHERIDAN STREET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE RESOLUTION WITH THE AMENDMENT TO ALLOW LIGHTING PAST 11:00 P.M. TO ENSURE PUBLIC SAFETY.

4. Proclamation – Zen Elite Equestrian Center Olympic Competitors – Adrienne Lyle with Helix and Endel Ots with Bohemian

5. Public Comment

The following members of the public addressed the Town Council: Marianne Allen, John Steven Garate, and Debbie Green.

6. Board Reports

Jim Laskey spoke on behalf of the Zero Waste Task Force. He discussed converting yard waste to top soil.

Richard Ramcharitar spoke on behalf of the Zero Waste Task Force. He discussed his attendance at a zero-waste conference in Brazil and the dangers of incineration.

Harold Gubnitsky spoke on behalf of the Zero Waste Advisory Board. He described Board's purpose encouraged everyone to attend the August 6th, 2024 meeting.

George Morris spoke on behalf of the Southwest Ranches Parks Foundation. He discussed the car show / chili cook off happening February 22, 2025, and the Country Fair Carnival happening over next year's Martin Luther King Jr. holiday weekend. He said that any vendors interested in being a part of the carnival could contact the Board through the SWR Country Fair website, www.swrcountryfair.com. He spoke about Bingo at the Barn happening on September 14th, 2024, and encouraged everyone to attend the event. He discussed the tree at the Rolling Oaks Barn that died when after being struck by lightning, that the Board is thinking of having the tree carved into a sculpture, and that the Board may ask the Town for funds to complete the project. Lastly, he spoke about the trees at the SW Meadows Sanctuary Park being trimmed and how well it looks.

Marianne Allen spoke as the Agricultural Liaison and thanked Town Administrator Muñiz and Mayor Breitzkreuz, Richard Ramcharitar, and herself for being proactive in their efforts in saving the Town's farms. She discussed the importance of green spaces, the aquifer, and farms.

7. Council Member Comments

Council Member Jablonski addressed a comment made during Public Comments regarding campaign promises and talked about the accomplishments of the Town Council. He spoke about upcoming events within the Town such as Hazmat at the Barn on July 27th, the Calendar Photo Contest submission deadline of September 9th, and the DMV Flow event on August 28th. He stated that if anyone needed the "Recycle Right" decals for their recycling bins, they were available at Town Hall. He discussed having candidate forums and options on how to conduct them. He spoke about the rules on the placement of political signs and said that Code Compliance will be removing signs that are placed in Rights-of-Way. He talked about the legal fees the Town has paid over the last nine months.

Council Member Hartmann spoke about the amount of waste being recycled in the Town has decreased over the years. He talked about various ways the Town is trying to get more people engaged in recycling and asked for more residents to be involved. He spoke about the Zero Waste Advisory Board meeting on August 6th and encouraged everyone to attend and provide feedback to the Board. He discussed the Solid Waste Authority meeting happening on August 14th, and said the executive director of the board would be in attendance and asked for everyone to attend to express their views against the incinerator. He spoke about the upcoming budget meetings and the importance of having resident input in the budget process. He stated the Budget Workshop will be August 13th, the First Budget Public Hearing will be September 12th, and the Second Budget Hearing will be September 26th. He also talked about his upcoming article in the Town Newsletter describing the Charter Amendments for the upcoming election.

Vice Mayor Kuczenski discussed the Agricultural Liaison position and the importance of protecting the designated agriculture properties of the Town. He asked Assistant Town Attorney DeWitt to provide and update on the P3 property. He spoke about contaminants in recycling and the

importance of recycling properly. He discussed placing additional LPR cameras on Griffin Road towards the western portion of the Town reduce the amount of conveyance burglary in that area. He spoke about having an artist create design concepts for "Stop the Incinerator" signs and may present the idea to the Town Boards for discussion. He reminded residents that the Town has Charter Review Amendments on the ballot in November. Lastly, he provided the traffic citations report for the Town.

Council Member Allbritton addressed Vice Mayor Kuczenski's recommendation to place additional LPR cameras on Griffin Road and stated that the Public Safety & Traffic Committee is currently discussing the matter and would be making recommendations to the Town Council soon. He spoke about the Broward County Emergency Management and US Small Business Administration partnering to provide loans for homeowners and business owners that were affected by the flooding that occurred during June 11th through June 14th. He discussed an issue involving the defacement and theft of his political signs and stated that people need to be respectful of each other.

Mayor Breitkreuz reiterated that respect for one another is something that we should all have for each other. He addressed a comment made during Public Comments regarding the Town meetings being posted to YouTube. He discussed the candidate forums and said that he supports having them and would be willing to participate once they are set up. He spoke about the Solid Waste Authority meeting happening July 26th and encouraged everyone to attend to voice their opinions. He talked about the LPR cameras placed in the western portion of the Town and stated he appreciated the work being done by the Public Safety and Traffic Committee. He recognized Town Administrator Muñiz for obtaining his Credential Manager Certification and thanked him for all his hard work and congratulated him on his certification.

8. Legal Comments

Assistant Town Attorney Dewitt advised the Town Council of the status on the P3 property. He stated that a site plan was initially submitted with two buildings but was changed to one building with the same square footage. He said that even with the changes, they still intend to close in the fourth quarter.

9. Administration Comments

Town Administrator Muñiz advised the Town Council of the changes to state law regarding towing companies and that effective July 1st the Town would be allowed to add an additional 25% surcharge to the towing fees. He said the additional fee would be passed on to insurance companies and not the residents and that it would generate approximately an additional \$14,000 in revenue for the Town. He said that he and Town Attorney Poliakoff could draft a resolution to reflect those changes if the Town Council would like to incorporate the additional fee.

Ordinance – 2nd Reading

10. A AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT AND ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL

IMPROVEMENTS FOR FISCAL YEARS 2024-2028 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. **{Approved on First Reading May 23, 2024}**

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN AGREEMENT FLORIDA POWER & LIGHT COMPANY (FPL) FOR UTILIZATION OF SOUTHWEST MEADOWS PRESERVE AS A TEMPORARY STAGING AREA TO ENABLE EMERGENCY RECOVERY OPERATIONS FOLLOWING A MASS POWER OUTAGE; AUTHORIZING THE MAYOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ENTERING INTO A COOPERATIVE PURCHASING AGREEMENT WITH TETRA TECH, INC., BASED ON THE CITY OF TAMARAC AGREEMENT, TO PROVIDE DISASTER RECOVERY MANAGEMENT SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE NEIGHBORHOOD SAFETY GRANT AWARD IN THE AMOUNT OF FORTY THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00) TO THE CIRCLE S ESTATES HOMEOWNERS ASSOCIATION; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 ADOPTED TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Kuczenski, seconded by Council Member Jablonski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

MOTION: TO TABLE ITEM AT REQUEST OF STAFF.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2025; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Allbritton, seconded by Vice Mayor Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A 50% EXEMPTION FOR VETERAN'S SERVICECONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Allbritton, seconded by Vice Mayor Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; AMENDING IN PART SECTION 3 OF RESOLUTION 2011-084 BY PROVIDING A NEW DEFINITION; INCORPORATING THE 2024 FIRE ASSESSMENT REPORT;

APPROVING PRELIMINARY FIRE PROTECTION ASSESSMENT RATES RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FISCAL YEAR 2024-25; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING FOR AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE PRELIMINARY RATES OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Allbritton, seconded by Vice Mayor Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

Discussion

17. Discussion – City of Miramar Request to Oppose Miami Dade County Incinerator – Steve Breitkreuz

Mayor Breitkreuz introduced the item as a discussion on the City of Miramar's Resolution asking for support in their efforts to stop an incinerator being built in Miami-Dade. He stated the item was originally brought before the Town Council at the June 27, 2024 Town Council Meeting but failed due to a lack of second. He discussed the relationship he has been building with the Solid Waste Authority to oppose the incinerator being built in Broward County and how the resolution was brought to him by Mayor Messam of the City of Miramar. He spoke about his original reservations with the resolution including the amount being asked of the Town and the liability the Town may face in supporting the resolution. He stated that he wanted the Town Council to be able to discuss the resolution and see if there was a way to support the City of Miramar in a way that everyone was comfortable.

Council Member Jablonski spoke about the issues he had with supporting the resolution. He discussed the City of Miramar's fiscal budget, his belief that the Town would face a lawsuit from Miami-Dade County referencing tortious interference, and asked if any other local municipalities were supporting the resolution. He talked about the various sites that Miami-Dade has as potential locations for the incinerator. He stated that a Miami-Dade County incinerator could be used to dispose of Broward County Waste. He suggested that the Town should use the funds to hire a lobbyist to fight the incinerator being placed in Broward County or donate it the Zero Waste Task Force to support their efforts. He said the funds should not be taken from the Town reserves, but from the unassigned account accumulated from forfeiture funds. He spoke about the politics involved in supporting the resolution financially and said it was not worth the risk to the Town in the future. He stated that he would fully endorse a resolution to support the City of Miramar if it did not have a monetary amount attached to it.

Mayor Breitkreuz discussed the initial meeting with the City of Miramar in regards to the incinerator in Broward County and their response. He spoke about building support with local municipalities against the incinerator in Broward and said supporting the resolution would help with that cause. He said that he was fine with passing a resolution in support with no monies attached to it and that he would like the Town Attorney to review it to ensure there would be no liability issues for the Town. He stated that he did not want to get the Town involved in any litigation as a result of passing the resolution. He said that he would be in favor of giving money to the Zero Waste Task Force.

Council Member Hartmann discussed that he was in favor of supporting the City of Miramar but not at the risk of the Town facing any liability. He said that he would rather dedicate the funds to issues within the Town, including in support of opposition against the incinerator in Broward County.

Vice Mayor Kuczenski discussed his original motion to pass a resolution to support the City of Miramar without a monetary amount. Mayor Breitkreuz expressed that he wanted the resolution to come from the City of Miramar and not directly from the Town.

Vice Mayor Kuczenski spoke about the City of Medley wanting the incinerator in their city but that the Mayor of Medley was opposed to it. He expressed his concerns of the Town being liable and that he did not want to expose the residents to paying a bill because of a poor decision from the Town Council.

Council Member Allbritton said that the reason the Mayor did not get a second on the item during the June 27th meeting, were the issues with the liability and the monetary amount. He said that he would fully support a resolution without a monetary amount or liability risk to the Town.

Mayor Breitkreuz thanked the Town Council for their input and asked for the Council's consensus to direct the Town Attorney to remove the monetary amount from the resolution and review it for any liabilities the Town may face from passing it.

The Town Council gave their consensus and Mayor Breitkreuz instructed Assistant Town Attorney Dewitt to remove the monetary obligation from the resolution and review it for any liability issues.

18. Approval of Minutes

a. June 27, 2024 Regular Meeting Minutes

The following motion was made by Council Member Jablonski, seconded by Council Member Hartmann, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE JUNE 27, 2024 REGULAR MEETING MINUTES.

19. Adjournment

Meeting adjourned at 9:56 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 12th day of September, 2024.

Steve Breitzkreuz, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.