

Southwest Ranches Town Council REGULAR MEETING

Agenda of April 24, 2025

Southwest Ranches Council Chambers 7:00 PM Thursday

13400 Griffin Road Southwest Ranches, FL 33330

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

Town Administrator
Russell C. Muniz, MBA, MPA

Town Financial

Administrator

Emil C. Lopez, CPM

Town Attorney
Keith M. Poliakoff, J.D.
Town Clerk
Debra M. Ruesga

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 Municipal Clerk's Week May 4 10, 2025
- 4. 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.
 - Reguest cards will only be received until the first five minutes of public comment have concluded.
- 5. Board Reports
- 6. Council Member Comments
- 7. Legal Comments
- 8. Administration Comments

Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIFTH MODIFICATION TO THE AGREEMENT WITH A SUPERIOR TOWING COMPANY, A DIVISION OF GUARDIAN FLEET SERVICES, FOR TOWN-WIDE WRECKER AND TOWING SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM WITH AN OPTIONAL FIVE (5) YEAR RENEWAL TERM; APPROVING THE ADDITIONAL TWENTY-FIVE PERCENT (25%) STATUTORY FEE FOR EACH TOW; AND PROVIDING AN EFFECTIVE DATE.

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING SPECIFIC TOWN-OWNED EQUIPMENT AS SURPLUS INVENTORY; AUTHORIZING THE TOWN ADMINISTRATOR TO PROPERLY DECLARE AND TO 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.
- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND RELIANCE CONTRACTORS, INC. FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND EDJ SERVICE, LLC FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.
- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND EDJ SERVICE, LLC FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BUDGET SPRINKLER REPAIR, LLC FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.
- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PIGGYBACKING OFF OF THE CITY OF DANIA BEACHES' PROCUREMENT AND APPOINTING HARRY HIPLER, ESQ., OF HARRY HIPLER, P.A., AS THE TOWN'S

ALTERNATE SPECIAL MAGISTRATE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH HARRY HIPLER, PA; AND PROVIDING AN EFFECTIVE DATE. {Added}

Discussion

16. i9 Sports Leagues at Country Estates Fishing Hole Park

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

56th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK May 4 - 10, 2025

Whereas, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, the Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

Whereas, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, BE IT PROCLAIMED by the Town Council of Southwest Ranches, the week of May 4th through May 10th, 2025, as Professional Municipal Clerks Week, and further extend appreciation to our Town Clerk's Office, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 24th Day of April, 2025

BOB HARTMANN, VICE 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 Bob Hartmann, Vice Mayor Jim Allbritton, Council Member Gary Jablonski, Council Member David S. Kuczenski, Esq., Council Member

Russell C. Muniz, ICMA-CM, 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 C. Muñiz, Town Administrator

FROM: Keith Poliakoff, Town Attorney

DATE: 4/24/2025

SUBJECT: 5th Modification to Agreement with A Superior Towing

Recommendation

Town Council consideration for a motion to approve the resolution.

Strategic Priorities

A. Sound Governance

B. Enhanced Resource Management

Background

On May 7th, 2009, pursuant to Resolution No. 2009-062, the Town Council approved an Agreement with A Superior Towing Company to provide wrecker and towing services to the Town. The initial Agreement expired on May 22, 2012. On May 24th,2012, pursuant to Resolution No. 2012-053, the Town Council approved the First Modification to the Agreement, which approved an additional three year term that expired on May 21, 2015. On May 28th, 2015, pursuant to Resolution No. 2015-051, the Town Council approved the Second Modification to the Agreement, which extended the agreement for an additional five year term, provided an additional five year extension, and increased the franchise fee rate to an amount equal to fifteen percent (15%) of each tow. On September 13th, 2017, pursuant to Resolution No. 2017-064, the Town Council approved the Third Modification to the Agreement to provide for post disaster relief. On March 12, 2020, pursuant to Resolution No. 2020-029, the Town Council approved the Fourth Modification to the Agreement, which extended the agreement for an additional term and increased the franchise fee to an amount equal to seventeen percent (17%) of each tow.

The Town's staff has performed a review of this contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement. The current Agreement expires on May 31, 2025. The Town Council and contractor are both desirous of extending the term of the Franchise Agreement and contractor has offered to add to its invoice and to collect for the Town the new twenty-five percent (25%) statutory municipal surcharge to its towing invoice.

The Town Council believes that it is in the best interest of the Town to extend the Agreement with A Superior Towing Company as the Town's preferred wrecking and towing service operator for an additional five (5) year term, with an optional five (5) year renewal term at the current franchise fee rate of seventeen percent (17%) of each tow, plus the addition on its invoice and collection of the new twenty-five percent (25%) statutory municipal surcharge, as fully described within the original Agreement.

Fiscal Impact/Analysis

Current franchise fee rate of seventeen percent (17%) of each tow, plus the addition on Contractor's invoice and collection of the new twenty-five percent (25%) statutory municipal surcharge, as fully described within the original Agreement.

Staff Contact:

Keith Poliakoff, Town Attorney Russell C. Muñiz, Town Administrator

ATTACHMENTS:

Description Upload Date Type
Resolution - TA Approved 4/17/2025 Resolution

RESOLUTION NO. 2025 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIFTH MODIFICATION TO THE AGREEMENT WITH A SUPERIOR TOWING COMPANY, A DIVISION OF GUARDIAN FLEET SERVICES, FOR TOWN-WIDE WRECKER AND TOWING SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM WITH AN OPTIONAL FIVE (5) YEAR RENEWAL TERM; APPROVING THE ADDITIONAL TWENTY-FIVE PERCENT (25%) STATUTORY FEE FOR EACH TOW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 7th, 2009, pursuant to Resolution No. 2009-062, the Town Council approved an Agreement with A Superior Towing Company to provide wrecker and towing services to the Town; and

WHEREAS, the initial Agreement expired on May 22, 2012; and

WHEREAS, on May 24th,2012, pursuant to Resolution No. 2012-053, the Town Council approved the First Modification to the Agreement, which approved an additional three year term that expired on May 21, 2015; and

WHEREAS, on May 28th, 2015, pursuant to Resolution No. 2015-051, the Town Council approved the Second Modification to the Agreement, which extended the agreement for an additional five year term, provided an additional five year extension, and increased the franchise fee rate to an amount equal to fifteen percent (15%) of each tow; and

WHEREAS, on September 13th, 2017, pursuant to Resolution No. 2017-064, the Town Council approved the Third Modification to the Agreement to provide for post disaster relief; and

WHEREAS, on March 12, 2020, pursuant to Resolution No. 2020-029, the Town Council approved the Fourth Modification to the Agreement, which extended the agreement for an additional term and increased the franchise fee to an amount equal to seventeen percent (17%) of each tow; and

WHEREAS, the Town's staff has performed a review of this contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement; and

WHEREAS, the current Agreement expires on May 31, 2025; and

- **WHEREAS,** the Town Council and contractor are both desirous of extending the term of the Franchise Agreement; and
- **WHEREAS,** contractor has offered to add to its invoice and to collect for the Town the new twenty-five percent (25%) statutory municipal surcharge to its towing invoice; and
- WHEREAS, the Town Council believes that it is in the best interest of the Town to extend the Agreement with A Superior Towing Company as the Town's preferred wrecking and towing service operator for an additional five (5) year term, with an optional five (5) year renewal term at the current franchise fee rate of seventeen percent (17%) of each tow, plus the addition on its invoice and collection of the new twenty-five percent (25%) statutory municipal surcharge, as fully described within the original Agreement;
- **NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:
- **Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.
- **Section 2:** The Town Council hereby approves the Fifth Modification to the Agreement with A Superior Towing Company, in substantially the same form as that attached hereto as Exhibit "A", to provide wrecker and towing services to the Town for an additional five (5) year term, with an optional five (5) year renewal term at the franchise fee rate of seventeen percent (17%) per tow, plus the addition on its invoice and collection of the new twenty-five percent (25%) statutory municipal surcharge, as fully described within the original Agreement.
- **Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.
- **Section 4:** 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	2025 on a motion by
and seconded by	
Breitkreuz Hartmann Allbritton Jablonski Kuczenski	Ayes Nays Absent Abstaining
Attest:	Steve Breitkreuz, Mayor
Attest.	
Debra Ruesga, Town Clerk	
Approved as to Form and Correctness:	
Keith Poliakoff, Town Attorney	

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Exhibit "A"

FIFTH MODIFICATION TO THE AGREEMENT

THIS IS THE FIFTH MODIFICATION TO AGREEMENT entered into as of this _____ day of March, 2025, between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and A Superior Towing ("A Superior"), a Florida corporation, for the purposes of amending the Agreement between the Town and A Superior, dated May 22nd, 2009.

WITNESSETH:

WHEREAS, on May 7th, 2009, pursuant to Resolution No. 2009-062, the Town Council approved an Agreement with A Superior Towing Company to provide wrecker and towing services to the Town; and

WHEREAS, the initial Agreement expired on May 22, 2012; and

WHEREAS, on May 24th,2012, pursuant to Resolution No. 2012-053, the Town Council approved the First Modification to the Agreement, which approved an additional three year term that expired on May 21, 2015; and

WHEREAS, on May 28th, 2015, pursuant to Resolution No. 2015-051, the Town Council approved the Second Modification to the Agreement, which extended the agreement for an additional five year term, provided an additional five year extension, and increased the franchise fee rate to an amount equal to fifteen percent (15%) of each tow; and

WHEREAS, on September 13th, 2017, pursuant to Resolution No. 2017-064, the Town Council approved the Third Modification to the Agreement to provide for post disaster relief; and

WHEREAS, on March 12, 2020, pursuant to Resolution No. 2020-029, the Town Council approved the Fourth Modification to the Agreement, which extended the agreement for an additional term and increased the franchise fee to an amount equal to seventeen percent (17%) of each tow; and

WHEREAS, the Town's staff has performed a review of this contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement; and

WHEREAS, the current Agreement expires on May 31, 2025; and

WHEREAS, the Town Council and contractor are both desirous of extending the term of the Franchise Agreement; and

WHEREAS, contractor has offered to add to its invoice and to collect for the Town the new twenty-five percent (25%) statutory municipal surcharge to its towing invoice; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to extend the Agreement with A Superior Towing Company as the Town's preferred wrecking and towing service operator for an additional five (5) year term, with an optional five (5) year renewal term at the current franchise fee rate of seventeen percent (17%) of each tow, plus the addition on its invoice and collection of the new twenty-five percent (25%) statutory municipal surcharge, as fully described within the original Agreement;

NOW THEREFORE, for and in consideration of the premises and for Ten Dollars (\$10.00) and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Original Agreement shall be amended as follows:

- 1. The foregoing recitals are true and correct, and are incorporated herein by reference.
- 2. Section 12.2 "Effective Date & Term" shall be amended to read as follows:

SECTION 12 EFFECTIVE DATE & TERM

12.2 **TERM OF AGREEMENT:**

This Agreement shall become effective on the last date of execution by either of the Parties to this Agreement. The Agreement shall be effective through May 31, 2025 2030, with an optional five (5) year renewal term, and the TOWN reserves the right to extend the Agreement, provided that both parties agree that all the terms, conditions, and specifications remain the same and the extension is approved by the Town Council.

3. Section 9.1 "Monthly Fee to be Paid to Town" shall be amended to read as follows:

9.1 **MONTHLY FEE TO BE PAID TO TOWN:**

CONTRACTOR shall pay to TOWN, a contract fee in the amount of seventeen

percent (17%) of all monies collected as a result of this Agreement. <u>In addition, CONTRACTOR</u> shall include on its invoice and shall collect for the TOWN the new twenty-five percent (25%) statutory municipal surcharge. Said payments shall be made by the tenth day of every month based upon the prior month's collections. Payments are to be made punctually by cashier's check or CONTRACTOR check drawn upon a local bank. Payments shall be delivered to Town of Southwest Ranches Accounts Receiveable c/o Finance Department 13400 Griffin Road, Southwest Ranches, FL 33330.

4. Section 13 "Notice" shall be amended to read as follows:

Section 13 NOTICE

13.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent certified United States mail, return receipt requested, addressed to the party whom it was intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the representative places for giving notice:

FOR TOWN WITH A COPY TO

Andrew Berns Russell Muniz, Town Administrator 13400 Griffin Road Southwest Ranches, FL 33330

Town Attorney
Saul Ewing Arnstein & Lehr LLP
Government Law Group, PLLC
Attn: Keith Poliakoff
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, FL 33301

IN WITNESS WHEREOF, this Fifth Modification to the Agreement is accepted and executed as of this $\underline{24th}$ day of April, 2025

WITNESSES:	CONTRACTOR: A SUPERIOR TOWING COMPANY		
	By: Mr. Sean Loscalzo, President		
	TOWN OF SOUTHWEST RANCHES		
	By: Steve Breitkreuz, Mayor		
	By: Russell Muñiz, Town Administrator		
ATTEST:			
Debra Ruesga, Town Clerk	-		
Approved as to Form and Correctness:			
Keith M. Poliakoff, Town Attorney	-		



Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, Mayor Bob Hartmann, Vice Mayor Jim Allbritton, Council Member Gary Jablonski, Council Member David S. Kuczenski, Esq., Council Member

Russell C. Muniz, ICMA-CM, 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 C. Muñiz, Town Administrator

FROM: Emil C. Lopez, Town Financial Administrator

DATE: 4/24/2025

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 – <u>Surplus Property</u>, "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) – <u>Purchasing authorization</u>, 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

Staff Contact:

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

ATTACHMENTS:

DescriptionUpload DateTypeResolution - TA Approved4/18/2025ResolutionExhibit "A"4/17/2025Exhibit

RESOLUTION NO. 2025 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING SPECIFIC TOWN-OWNED EQUIPMENT AS SURPLUS INVENTORY; **AUTHORIZING THE TOWN ADMINISTRATOR TO PROPERLY** DECLARE AND TO DISPOSE OF THE SURPLUS INVENTORY: WAIVING ALL **APPLICABLE PROCUREMENT** 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 EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches has identified specific townowned equipment to include computers, monitors, police laptop stands, audio visual components, telephones, and other miscellaneous items; and

WHEREAS, the Town has also identified the Ford F550 Superduty assigned to the Town's Volunteer Fire Department and deemed it no longer suitable for continued use by the department; and

WHEREAS, it has been determined that this equipment is now 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.

<u>Section 4.</u> 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.

 $\underline{\textbf{Section 5}}\textsc{:}$ This Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this <u>24th</u> day of <u>April</u> , 2025 on a motion by						
and seconded by	<u>.</u>					
Breitkreuz Hartmann Allbritton Jablonski Kuczenski	Ayes Nays Absent					
ATTEST:	Steve Brei	tkreuz, Mayor				
Debra Ruesga, Town Clerk						
Approved as to Form and Correctness:						
Keith M. Poliakoff, Town Attorney 1001.028.2025						

2025 Surplus Inventory EXHIBIT "A"

2025 Surplus Inventory List

- # Description
- 1 2003 Ford F550 Superduty Manual Transmission 1FDAX56F23EA32544
- 2 Traffic Statistic Computer Box 1 16512617821
- 3 Traffic Statistic Computer Box 2 031167821
- 4 Traffic Statistic Computer Box 3 0510814544
- 5 Traffic Statistic Computer Box 4 0910992779
- 6 Kustom Signal Traffic Computer SCO2009-200-2023-01
- 7 Quick Silver Radar Gun FCC ID No. NHU-631130
- 8 Flir Camera 1
- 9 Flir Camera 2
- 10 Flir Camera 3
- 11 Dual Speaker Charger 133C/3 Nan 00997410
- 12 Sony Cassette Recorder 3-883-081-01
- 13 Sony FD Mauica MUC-FD75
- 14 Lenovo Keyboard S/N 0019633
- 15 Police Stop Sticks
- 16 Pelican LED 30 Area Lighting System S/N 400552
- 17 Dell Monitor CN: F5-511040001000-B97-0023-A
- 18 Dell Keyboard KB212-B-CN-05PO2F-21581
- 19 Dell Optiflex 790 S/N 71FNNS1
- 20 Pelican Remote Area Lighting System S/N 400554
- 21 Pelican Remote Area Lighting System S/N 16005594
- 22 Power 75 Sonic Sealed Rechargeable Battery 200-1722-01
- 23 Havis Universal Laptop Mount Box 1
- 24 Havis Universal Laptop Mount Box 2
- 25 Havis Universal Laptop Mount Box 3
- 26 Havis Universal Laptop Mount Box 4
- 27 Havis Universal Laptop Mount Box 5
- 28 Pelican Remote Area Lighting System S/N 400544
- 29 Conference Table
- 30 Office guest chair
- 31 Office guest chair
- 32 FreeLinc Remote Device Box 1
- 33 FreeLinc Remote Device Box 2
- 34 FreeLinc Remote Device Box 3
- 35 FreeLinc Remote Device Box 4
- 36 FreeLinc Remote Device Box 5
- 37 FreeLinc Remote Device Box 6
- 38 FreeLinc Remote Device without Box 1
- 39 FreeLinc Remote Device without Box 2
- 40 FreeLinc Remote Device without Box 3
- 41 FreeLinc Remote Device without Box 4
- 42 FreeLinc Remote Device without Box 5

2025 Surplus Inventory EXHIBIT "A"

vice without Box - 6
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- 44 FreeLinc Remote Device without Box 7
- 45 Compact Fingerprint Machine w/ S/N: FDP500A
- 46 HP 1040 Fax CN6CCAC912
- 47 Dell Optiplex 790 71DSNIC (1532114721)
- 48 Samsung Monitor CS20CM2KFUIZA
- 49 Dell Monitor TS-S11040001000-b97-0276-a-B07-0276-A
- 50 lenovo S/N 406360
- 51 Dell Monitor S/N CN-0NDMRP-74261-23F-1DVU
- 52 Q-Stalker Technology Flashtcam-880SX
- 53 Speed Meter
- 54 ThinkPad Computer Stand
- 55 Pelican Remote Area Lighting System S/N 4000558
- Pelican Remote Area Lighting System S/N 4000551
- 57 Pelican Remote Area Lighting System S/N 4000548
- 58 Pelican Remote Area Lighting System S/N 051386



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

Russell C. Muniz, ICMA-CM, 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: December Lauretano-Haines, PRF Director

DATE: 4/24/2025

SUBJECT: Contract Renewal Townwide Facilities Maintenance

Recommendation

Council approval is requested to approve the first modification extending the Agreement with Reliance Contractors, Inc. for Town-Wide Facilities Maintenance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

B. Enhanced Resource Management

Background

The Town's current 5-year contract for Town-Wide Facilities Maintenance will expire on May 13, 2025. Town-Wide Facilities Maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 10 years.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget — General Fund account #001-3600-572-46040 (Grounds Maintenance). In order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal

year 2025 and run through the end of the 2026 fiscal year (09/30/2026). The portion of this extension that comprehends FY 2026 will be included as part of that year's approved budget.

Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	4/11/2025	Executive Summary
Resolution	4/11/2025	Resolution
Exhibit "A" Original Agreement	4/8/2025	Backup Material
Exhibit "B" Agreement	4/11/2025	Agreement



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 Bob Hartmann, Vice Mayor Jim Allbritton, Council Member Gary Jablonski, Council Member David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council

THRU: Russell Muniz, Town Administrator

FROM: December Lauretano-Haines.

Parks Recreation and Forestry Director

DATE: April 24, 2025

SUBJECT: A Resolution to approve a Contract Renewal, extending the Agree-

ment with Reliance Contractors, Inc. for Town-Wide Facilities

Maintenance services

Recommendation

Council approval is requested to approve the first modification extending the Agreement with Reliance Contractors, Inc. for Town-Wide Facilities Maintenance.

Strategic Priorities

This item supports the following strategic priorities as identified in the Town's adopted strategic plan.

B. Enhanced Resource Management

Background

The Town's current 5-year contract for Town-Wide Facilities Maintenance will expire on May 13, 2025. Town-Wide Facilities Maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 10 years.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget – General Fund account #001-3600-572-46040 (Grounds Maintenance). In order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year

(09/30/2026). The portion of this extension that comprehends FY 2026 will be included as part of that year's approved budget.

Staff Contact:
December Lauretano-Haines, Parks Recreation and Forestry Director

RESOLUTION NO. 2025-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND RELIANCE CONTRACTORS, INC. FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2020-039, on May 14, 2020, the Town and Reliance Contractors, Inc. (the "Vendor") entered into an agreement (the "Original Agreement") for the provision of Town-Wide Irrigation Maintenance services; and

WHEREAS, the initial five (5) year term of the Agreement will expire on May 13, 2025; and

WHEREAS, Section 1.5 of Exhibit "A" to the Agreement allows extensions, not to exceed a total of 10 years; and

WHEREAS, this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Facilities Maintenance services for an additional five (5) year term, beginning on May 14, 2025; and

WHEREAS, in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year; and

WHEREAS, the Agreement provides for proposed fee increases with a maximum increase of 5% annually, subject to the sole discretion of the Town Administrator; and

WHEREAS, the Vendor has proposed a 3.5% Consumer Price Index (CPI) adjustment; and

WHEREAS, the Town and the Vendor desire to renew the Original Agreement; and

WHEREAS, the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with Reliance Contractors, Inc. for five years, specifically through September 30, 2030, under the terms and conditions set forth herein and approved via Resolution No. 2020-039;

.

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

<u>Section 1.</u> Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

<u>Section 2.</u> Approval. The Town Council hereby approves the Contract Renewal extending the Agreement between the Town of Southwest Ranches and Reliance Contractors, Inc. for Town-Wide Facilities Maintenance services for an additional (5) year term, specifically through September 30, 2030.

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

<u>Section 4.</u> Effective Date. This Resolution shall become effective immediately upon adoption.

[Signatures on Following Page]

PASSED AND ADOP	TED by the Town Council of the Town of	Southwest
hes, Florida, thisda	ay of <u>April</u> , 2025, on a motion by	and
nded by		
Breitkreuz Hartmann Allbritton Jablonski Kuczenski	Ayes Nays Absent Abstaining	
	Steve Breitkreuz, Mayor	
ATTEST:		
Debra Ruesga, CMC, T	Fown Clerk	
Approved as to Form a	and Correctness:	
Keith Poliakoff, J.D., T	own Attorney	

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RESOLUTION NO. 2020 - 039

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF RELIANCE CONTRACTORS AS THE LOWEST MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES; APPROVING AN AGREEMENT WITH RELIANCE CONTRACTORS, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE TOWN-WIDE FACILITIES MAINTENANCE SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in December 2019, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 20-005 seeking Town-Wide Facilities Maintenance Services; and

WHEREAS, on January 29, 2020, the Town received proposals from one responsive and responsible proposer; and

WHEREAS, on February 4, 2020, at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the proposal, and ranked Reliance Contractors as the lowest priced most responsive and responsible proposer; and

WHEREAS, the Town Council hereby approves the recommendation of the SC and authorizes the Town Administrator to enter into an agreement with Reliance Contractors; and

WHEREAS, the project is funded in the current fiscal year 2019-2020, and the Town desires to provide funds for this project from its General Fund; and

WHEREAS, Reliance Contractors and the Town desire to enter into an Agreement for the provision of Town-Wide Facilities Maintenance Services by Reliance Contractors under the terms and conditions set forth hereinafter;

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. After reviewing all the information provided, the Town Council hereby approves the selection of Reliance Contractors as the lowest priced most responsive and responsible proposer for Town-Wide Facilities Maintenance Services.

Section 3. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Reliance Contractors in substantially the same form as that attached hereto as Exhibit "B", for Town-Wide Facilities Maintenance Services.

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

Section 5. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of May 2020, on a motion by Martmann and seconded by Ym Schroeder

McKay Ayes Schroeder Nays Amundson **Absent** Hartmann Jablonski

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town attorney 36944197.1

TOWN OF SOUTHWEST RANCHES CONTRACT FOR Town-wide Facilities Maintenance Services



AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND RELIANCE CONTRACTORS INC.

RFP NO.: 20-005 TOWN-WIDE FACILITIES MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES

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Town-wide Facilities Maintenance Services

AGREEMENT FOR

"RFP No.: 20-005 TOWN-WIDE FACILITIES MAINTENANCE SERVICES

THIS IS AN AGREEMENT (the "Contract") made and entered into on this day of March, 2020, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Town"), and Reliance Contractors Inc., (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to contract for Town-wide Facilities Maintenance Services (the "Project"); and

WHEREAS, the Town advertised a Request for Proposals, RFP No. 20-005 on December 13, 2019 ("RFP"); and

WHEREAS, proposals were received by the Town on January 29, 2020; and

WHEREAS, the Town has adopted Resolution No. 2020- **<u>039</u>** at a public meeting of the Town Council approving the recommended award and has selected Reliance Contractors Inc. for award of the Project; and

WHEREAS, Contractor's Proposal is attached to this Contract as Exhibit "A-1" and made a part hereof.

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 Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT "A" and which is made a part hereof by this reference (the "Work"). This Contract, as well as all Exhibits, the RFP, Contractor's Proposal, 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 Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract 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 Contract, all of the Contract Documents, good workman practices for facilities maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal and entering into this Contract, Contractor represents that it has informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated onsite in the performance of the Work have likewise been included and accounted for within the Contract Price.

TOWN OF SOUTHWEST RANCHES

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Section 2: Term of this Contract and Contract Time

2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for:

"RFP No.: 20-005 TOWN-WIDE FACILITIES MAINTENANCE SERVICES"

- 2.2 The Town shall have the ability to terminate this Contract as provided in "Section 17: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against the 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 the 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 the Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed, \$63,600.00 Dollars (Sixty three thousand six hundred dollars) ("Contract Price").
- 3.2 The 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 amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the 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 the Town and Contractor in accordance with the terms and conditions of this Contract and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the 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 the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. 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, (b) it becomes

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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 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 the Town.

Section 4: Assignment

4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by 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: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 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.
- 5.3 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

- All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the 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 whom 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 Contract.
- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 Contractor shall carry the following minimum types of insurance:
 - A. <u>WORKER'S COMPENSATION</u>: 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

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shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

- B. BUSINESS AUTOMOBILE LIABILITY INSURANCE: Contractor shall carry business automobile liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or nonowned 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.
- 5.7 Contractor shall provide the 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 Contract and, at any time thereafter, upon request by the Town.
- 5.8 Contractor's Insurance Policies shall be endorsed to provide the 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

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Keith M. Poliakoff, Esq. Saul Ewing Arnstein & Lehr LLP 200 East Las Olas Boulevard, Suite 1000 Fort Lauderdale, Florida 33301

- 5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 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.
- 5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract 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.
- 5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 5.13 UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE 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 CONTRACT.
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the 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.
- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 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 the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.

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

Section 6: 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 Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Contractor agrees comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

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

Section 9: Indemnification

To the fullest extent permitted by Florida law, 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 attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by 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 Contract, Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, 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, sexual orientation, 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 Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during 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 Contract.

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Section 11: Sovereign Immunity

Nothing in this Contract 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 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract 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 13: No Third Party Beneficiaries

This Contract 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 Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the 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 15: 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 legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the 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 Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: 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 the 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.

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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 RFP 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 RFP 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 Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If 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 the Town.

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

Section 17: Termination

The Contract may be terminated upon the following events:

- **A.** <u>Termination by Mutual Agreement.</u> In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience. This Contract may be terminated for convenience by the Town upon the Town providing Contractor with thirty (30) calendar days' written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and

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reasonable expense sustained up to the date of receipt of the written notice. In no event shall the 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 the Town. Upon being notified of the 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 the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.

- C. Termination for Cause. In the event of a material breach by Contractor, the 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, the Town may terminate this Contract 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 the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the 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 Contract, 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 Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the 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 Contract, 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.** <u>Immediate Termination by the Town.</u> In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
 - 1. Contractor's violation of the Public Records Act;

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- 2. Contractor's insolvency, bankruptcy or receivership;
- 3. Contractor's violation or non-compliance with Section 10 of this Contract;
- 4. Contractor's failure to maintain any Insurance required by Section 5 of this Contract; or
- 5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

Section 18: Public Entity Crimes Information Statement

<u>Pursuant to Florida Statutes, Section 287.133</u>: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 the Town's immediate termination of this Contract.

Section 19: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Contract may be utilized by other governmental entities or units to provide the specified services. The 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 20: Change Orders and Modification of Contract

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

Section 21: No Waiver of Rights

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

CONTRACT FOR

Town-wide Facilities Maintenance Services

Section 22: Jurisdiction and Venue

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

Section 23: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the 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 Contract.

Section 24: 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 25: Time is of the Essence

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

Section 26: Days

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

Section 27: Written Mutual Agreement

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

Section 28: No Amendment or Waiver

This Contract 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 Contract prior to the initiation of any Work reflecting such change.

Section 29: Severability

In the event any term or provision of this Contract 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 Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed,

CONTRACT FOR

Town-wide Facilities Maintenance Services

to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the 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 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.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 31: 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 the Town:

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

With a copy to:

Keith M. Poliakoff, Esq. Saul Ewing Arnstein & Lehr LLP 200 East Las Olas Boulevard Suite 1000 Fort Lauderdale, Florida 33301

CONTRACT FOR

Town-wide Facilities Maintenance Services

If to Contractor:

Joshua Becker Reliance Contractors Inc. 1800 SW 1st Avenue, Suite 605 Miami, FL 33129

Section 32: 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 Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.
- **B.** Audit and Inspection Rights and Retention of Records. The Town shall have the right to audit the books, records and accounts of Contractor that are related to this Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract.

Contractor shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract 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 Contract, unless Contractor is notified in writing by the 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 the 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 the Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Contract.

CONTRACT FOR

Town-wide Facilities Maintenance Services

- C. <u>Independent Contractor</u>. Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract Contractor t 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 Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the 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 Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the 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 the 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 Contract, 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 Contract 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 Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- **F.** Materiality and Waiver of Breach. The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- **G.** <u>Joint Preparation</u>. The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to

CONTRACT FOR

Town-wide Facilities Maintenance Services

form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract 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. <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- **I.** <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- **J. Binding Authority**. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract 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 Contract.
- **K.** <u>Truth-in-Negotiation Certificate</u>. Signature of this Contract 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 Contract are accurate, complete, and current at the time of contracting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CONTRACT FOR

Town-wide Facilities Maintenance Services

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: RELIANCE CONTRACTORS INC., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the day day of _________2020.

WITNESSES:	CONTRACTOR:
	Joshua Becker, President
	Reliance Contractors Inc.
	day of March 2020
	TOWN OF SOUTHWEST RANCHES
	By: Doug McRay, Mayor
	14 day of March 2020
	By: Mull Andrew D. Berns,
	Town Administrator March 2020
	Y day of March, 2020

ATTEST

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES CONTRACT FOR Town-wide Facilities Maintenance Services

EXHIBIT "A-1"

(Contractor's Proposal attached)



1800 SW 1st Ave, Suite 605 Miami, FL 33129 (877) 499-9267

Town-Wide Facilities Maintenance Services RFP No. 20-005

Point of Contact:
Joshua Becker
(305) 575-9149
(877) 499-9267
jbecker@reliancecontractors.com

DUNS Number: 079568040 CAGE Code: 78VL8 FEIN: 47-1911014



MANAGEMENT

Joshua Becker

President / CEO

 12 Years of Industry Experience Combined with Management Experience

Management:

- Allen Becker-Company
 Development
- Danlel Quijano-Operations
 Director
- · Erika Lennis-Operations Director
- Jose Vargas-Quality Director

EMPLOYEES: 70

Address:

1800 SW 1st Avenue, Suite 605 Miami, FL 33130

Phone Number: (O) 877 499-9267

E-Mail Address: info@reliancecontractors.com

Website:

www.rellancecontractors.com

NAIC Code(s): 561720

DUNS: 079568040

FEIN: 47-1911014

CAGE Code: 78VL8

BUSINESS SUMMARY:

With over 12 years experience in this industry, Reliance Contractors is dedicated to the concept of providing every customer with a full range of services at the highest standards available. This constitutes applying time proven methods, supervision, and a well educated management staff. Using this approach we have been highly successful in cost reduction for many firms we service in the South Florida area and beyond boasting over a 98% client retention rate. With over 200 years of combined management experience, we are proud to service both national and local brands.

Reliance Contractors Inc. is a facility support services company established in September 2014 in the state of Florida. Headquartered in Miami, we currently amass over 50 janitorial contracts with the majority holdings in different levels of the United States government, in all parts of the country. We are continuously in the pursuit of growth without compromise of quality and communication.

Reliance Contractors' executive team comes from the industries top companies. We have banded together and have proven methods to eliminate all known mistakes common to this industry. Our top executives all at a minimum hold 5+ years in the janitorial field and have higher-education degrees focusing on project management.

PRODUCTS AND SERVICES:

Our Team provides superior cleaning services:

- · Daily Janitorial Services
- Porter Service
- · Hard Floor Care
- · Pressure Washing
- Carpet Cleaning
- Flood Cleaning
- Tenant Services

HISTORY:

Reliance Contractors has been fully operational since 2014 and has implemented a growth strategy that diversified its services in the Commercial marketplace. Utilizing a professional approach to the cleaning industry, Reliance made a significant investment in establishing efficient systems and processes to hire the right people, utilize the best products and deliver exceptional cleaning services. Reliance has demonstrated their expertise in servicing clients with multiple locations and the United States government with a footprint in over 50 locations throughout the United States.

CUSTOMERS:

Government Sector

U.S. Army / U.S. Navy / U.S. Air Force / Air National Guard / Bureau of Land Management / USDA / Department of Energy / USFS / Customs and Border Protection / USCG / Lockheed-Martin / FWS / Bureau of Reclamation

UNIQUE VALUE PROPOSITION:

Reliance Contractors delivers to its government clients the consistency and quality service they deserve with the highest degree of integrity with a strong focus on People, Products and Service.

CERTIFICATIONS:

- Minority-Owned Company
- SBE

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Company Overview

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Reliance Contractors' executive team comes from the industries top companies. We have banded together and have proven methods to eliminate all known mistakes common to this industry. Our top executives all at a minimum hold 5+ years in the janitorial field and have higher-education degrees focusing on project management.

References

Current Contract References

Port Charleston, SC Customs and Border Protection, Department of Homeland Security Various Locations Port Charleston, SC Project Description: General Daily Cleaning, Deep Carpet Cleaning

> > 10,000 sqft Start: March 2019 End: March 2024 Est. Project Value: \$180,600.00

Contact: Mistelle Watkins, Contracting Officer (317) 381-5403

U.S. Army Special Forces Underwater Operations Training Center U.S. Naval Base, Tumbo Point Annex

2076 Chevalier Drive Key West, FL 33040

Project Description: General Daily Cleaning, Deep Carpet Cleaning, VCT Strip and Wax

> 8,000 sqft Start: June 2019 End: May 2024 Est. Project Value: \$60,000.00

Contact: SFC. Daniel Valles, POC, C CO, 2nd BN 1st SWTG (A) (305) 293-4153

117th Air Refueling Wing, Air National Guard, Birmingham, Alabama Alabama National Guard Base / U.S. Air Force

5401 East Lake Blvd. Birmingham, AL 35217

Project Description: General Weekly Cleaning, Janitorial Supplies

> 4,000 sqft Start: June 2016 End: June 2020 Est. Project Value: \$59,000.00

Contact: William K. Hall, MSgt, AL ANG (205) 714-2248

References Cont.

Broward County, Florida
Town of Southwest Ranches / Town-Wide Facilities Maintenance
13400 Griffin Road
Southwest Ranches, FL 33330
Project Description: General Daily Cleaning, Pressure Cleaning, Playground Inspecting, Equestrian Maintenance, Park Security

> 250 Acres Start: February 2015 End: February 2020 Est. Project Value: \$337,690.00

Contact: December Lauretano-Haines, Parks, Recreation and Open Space Coordinator (954) 434-0008

North Bend, Oregon
United States Coast Guard, Sector North Bend
2000 Connecticut Ave.
North Bend, OR 97459
Project Description: General Daily Cleaning, Deep Carpet Cleaning, Steam Cleaning, VCT Strip and Wax

> 50,000 sqft Start: June 2017 End: May 2022 Est. Project Value: \$290,000.00

Contact: Todd Drake, Assistant Facilities Engineer (541) 756-9609

* All contracts mentioned above are in satisfactory standing and some current.

Project Breakdown / Work Plan

Town-Wide Facility Maintenance Services Town of Southwest Ranches

Project Manager: Staff member overall in charge in the planning and execution of contract and services. Joshua Becker will be assuming this role. For qualifications, experience, and tenure: Please see attached Resume and following Management Team and Qualifications.

Project Quality Controller: Staff member will be responsible to conduct daily and weekly quality control checks utilizing our site-specific inspection sheets. Please see our example attached.

Daily Operations Team: Our primary day-to-day operation team will be comprised of two (2) Primary Staff Members and two (2) Alternate/Substitute Staff Members. Our Primary Staff Members will balance ALL tasks and responsibilities throughout the Daily/Weekly/Monthly timeframe. Our Alternates will serve as back-up's to always ensure service is completed time-effectively.

In addition, this team will be appropriately trained to handle, but not limited to: event set-up, event attendant, event clean-up, and security detail.

Auxiliary Team: Our Auxiliary Team will be in charge of our Bi-Monthly, Quarterly, Semi-Annual, Annual, and "As-Needed" tasks. This team will assist with Spot Pressure Cleaning, Equestrian Dragging, and other industrious services.

This team will have access to but not limited to: multiple floor care machines, stationary pressure washers, mobile out-fitted pressure washers, and equestrian dragging equipment. In addition, this team will be appropriately trained to handle, but not limited to: drain unclogging, paver sealing, debris hauling, storm clean-up, painting, and minor handyman work (i.e. drywall repairs, ceiling maintenance, etc.).

Management Team and Qualifications

The management team consists of, but not limited to:

Joshua Becker, (8+ Years in Project Management / Facility Support Services) Responsibilities include but are not limited to:

- Oversee daily operations, project planning, and special events, working closely with project contact
- Personnel management (recruitment, hiring, training, evaluation and termination of staff)
- · Develop and manage the annual budget
- Program development
- Supervision of current projects
- Develop network of support for our future contracts

Allen Becker, (5+ Years in Project Management / Janitorial Services) Responsibilities include but are not limited to:

- Supervision of current projects
- Oversee daily operations, project planning, and special events, working closely with project contact
- Personnel management (recruitment, hiring, training, evaluation and termination of staff)
- Develop network of support for our future contracts
- Supervision of current projects

Daniel Quijano, (7+ Years in Project Management / Janitorial Services)
Responsibilities include but are not limited to:

- Supervision of current projects
- Oversee daily operations, project planning, and special events, working closely with project contact
- Personnel management (recruitment, hiring, training, evaluation and termination of staff)
- Develop network of support for our future contracts
- Supervision of current projects

Management Team and Qualifications Cont.

Erika Lennis, (7+ Years in Project Management / Janitorial Services) Responsibilities include but are not limited to:

- Supervision of current projects
- Oversee daily operations, project planning, and special events, working closely with project contact
- Personnel management (recruitment, hiring, training, evaluation and termination of staff)
- Develop network of support for our future contracts
- Supervision of current projects

Quality Control Plan

At Reliance Contractors we pride ourselves on our implemented and effective quality control programs. We have devised our quality controlling process into 8 divisions.

Hiring & Screening: The Hiring Process at Reliance Contractors is unparalleled to any other janitorial company. We strive for success and choose only the top notched candidates that not only possess previous cleaning experience but instill the qualities of a future business colleague.

The Reliance Hiring Process:

- ⇒ Prescreening
 - Evaluation of Applicant Information
 - Employment and Criminal Background Check via HIRERIGHT
 - Drug and Alcohol Testing through LABCORP
- ⇒ Evaluation of Previous Cleaning Experience and References
 - o Interview
 - o On-Site Monitored Cleaning Evaluation and Review
 - Hands-On grading on Cleaning Equipment use and confirmation of certifications
- ⇒ Final Assessment and Decision by appointed Board of Directors

Training: Our complete staff is required to have a full course of training, through the classroom and hands on. It is crucial that all employees receive proper training. Each team member must know how to clean properly and understand our company's values and rules of each facility we clean. All Reliance Contractors' employees attend a two-hour orientation where they learn about the company's policies, procedures, and most importantly they learn about the commitment Reliance Contractors has to its customers. The commitment is to: "Exceed the expectations of our valued customers both in the work we do and the way we relate to those we come in contact with."

Quality Control Plan Cont.

Our training program covers, but not limited to the following topics:

- ✓ Safety
- ✓ Biohazard Clean Up (vomit, blood etc.)
- ✓ Hazard Communication
- ✓ Chemical Safety
- ✓ General Housekeeping
- ✓ Security Procedures
- ✓ Sign In/Sign Out Procedures
- ✓ Customer Service
- ✓ Customer Interaction
- √ Pay Schedule
- ✓ Employee Benefits
- ✓ Procedures for Contacting Managers and Superiors
- ✓ Uniform and Professionalism in the Workplace
- ✓ Energy Efficiency at the Worksites

Supervision: We supervise our new employees frequently to ensure that they understand what is required of them and so that they learn to do quality work. After they have proven they can be reliable and trustworthy, we continue to inspect their work on a weekly basis; more often depending on the difficulty of the building and the performance of the employee.

Evaluations: Feedback through regular evaluations is an important tool we use to let our employees know if their work performance and cleaning quality is meeting our standards. It helps them understand where they need to improve, and clearly reinforces our expectations.

Communication: Showing respect, being supportive and clearly communicating expectations is very important to a positive working relationship and for getting good performance from employees. Most people do better work when they are treated with respect and are recognized for their hard work and for the contribution they make. We continually make efforts to keep communication lines open to our employees for their input, or should they need to express their concerns or grievances. Employees should feel safe to air reasonable grievances without retaliation from supervisors or management.

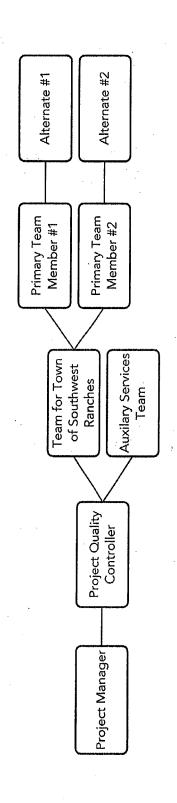
Performance Incentives: We try to offer significant incentives to our employees to reduce turnover and make their work more rewarding. We offer opportunities for advancement to employees who are motivated and able to take on more responsibility and move up to a supervisory or floor work position.

Quality Control Plan Cont.

Proper Equipment and Cleaning Supplies: Cleaning personnel cannot clean efficiently and well without the proper equipment, tools and cleaning products to help them do good work. We want our employees to take pride in their work. When they know that they have the best tools and products at their disposal, it encourages them to do better work. We make a huge effort to keep our carts clean and tidy and the janitorial supply areas organized. Cleaning tools should be in good condition, and most importantly we service our vacuums regularly to ensure that they are in good condition. A damaged or improperly cared for vacuum will not adequately remove dirt from carpets and mats.

OSHA Compliance and Ergonomics Awareness: We make sure that our cleaning products are properly labeled and that MSDS forms are at each site along with very specific building specifications. We educate our employees to understand what cleaning chemicals they use, and how to work safely and avoid illness and injury on the job. We want our employees to be safe and to be able to do janitorial work without risk to their health and well-being.





1800 SW 1st AVENUE SUITE 605 MIAMI, FL 33129 (877) 499-9267 INFOGRELIANCECONTRACTORS.COM

	Monday	Tilesday	Wednesday	Threspoor	Fire	100	Cottunday	S. C. C.	Monthly Torke
CONTRACTORS	R.O. C.E. S.R.	RO CE S.R	202	R.O. C.E. S.R.		S.R. P.O.	C.E.	RO. CE. S.R.	Ž
Week of :									
Restrooms							ļ		
Clean and sanitize all vitreous fixtures including toilet bowls, urinals, and hand sanitizers									
Otean and sanitize all flush rings, drain and overflow outlets									
Clean and polish all chrome and stainless fixtures									
Clean and santize boilet seats									
Damp mop floors									
Clean and polish all glass and mirrors									
Empty all containers and disposals and replace liners as needed									
Spot clean and sanitize exterior of all containers					- · · · <u>-</u> · · ·				
Dust metal partitions and tile walls				,	·				
Remove spots, stains, splashes from well area adjacent to hand basins									
Refill all dispensers to normal limits; soap, tissues, and towels									
Spot clean metal partitions									
Low dust all surfaces to hand height including sills, moldings, kick and push plates, and handles									
Remove fingerprints from doors, frames, light switches, kick and push plates, handles, and moldings			3 4 4 4 4						
High dust to hand height all horizontal surfaces, shelves, moldings, ledges, pipes, ducts, and outlets									
Wash and sanitize partitions				1 10					
Spot clean tile walls									
Wash wastebaskets as needed									
Clean entrance doors			20 21 - 12						
Clean plumbing under sinks									
Remove dust and cobwebs from ceiling areas/Doorways									·
Misc. / Grounds Work		_							
Shine and Buff Water Fountians									
Opening and Closing of Gates/Doors									
Trash Removal / Replacement of Liners		-							
Removal of Exterior Cobwebs									
Window Washing, as needed									



Town of Southwest Ranches Event Attendant Form

Date:	
Attendant Name:	-
Event Name:	
Event Location:	
Event Liaison Contact Name:	
Phone Number:	
Timeframe of Event:	
What Vendors are present?	
Are they verified?	
Alcohol Present?	
If so, approved?	
Closing Notes: (Please Include Event En	ding Time and Any Observations)

Attendant Checklist

- o Vendors present are listed
- o Renter is Set-Up in Approved Areas
- o Renter has been identified
- o 11pm ALL music OFF
- o The Following is Prohibited:
 - o Stapling
 - o Taping
 - o Tacking
 - o Balloons
 - o Glitter
 - o Sequins
 - o Confetti
 - o Nails
 - o Tape
 - o Staples
 - o Pins
 - o Adhesive
- o No Outdoor Decorations, unless approved by Town
- o No Open Flames

Print Name

- o No Smoking Inside the Building
- o All Doors will remain Closed
- o No Garbage Left Outside corresponding receptacles
- o ALL parking is to be on Designated Area
- o ALL Cleaning tools to be provided by Renter

Signature:				
	Date:	Time:		

Joshua Becker

60 SW 13th St. Apt. 3021 Miami, FL 33130

Experience

Reliance Contractors Inc.

2014-Current

- Oversee daily operations, project planning, and special events, working closely with project contact
- Personnel management (recruitment, hiring, training, evaluation and termination of staff)
- Develop and manage the annual budget
- Program development
- Supervision of current projects
- Develop network of support for our future contracts
- Proficient in Service Contract Labor Standards

The Vehicle Outlet

2007- Current

- Maintain Constant presence on sales floor to address customer needs
- Implement a whole business strategy
- Oversee ALL employees and departments

Education

Florida International University

2009-2011

Bachelors Degree of Science, focusing in Chemistry

Miami Dade College

2007-2009

Associate of Arts

TRASH RECEPTACLE. Any park fixture for the collection of trash and debris. Is to be maintained by daily or weekly removal of trash to a location specified by the Town.

<u>WORK.</u> The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFP, Contract Documents and addendums.

APPENDIX "A" PROPOSAL RESPONSE FORM

TOWN-WIDE FACILITIES MAINTENANCE SERVICES (RFP No. 20-005)

This signature page must be completed by RFP)	y an Authorized F	Person (Se	e Sectio	n 1.7 of
Type or print proposer's contact information l	pelow:			
Name: Joshua Becker		· · · · · · · · · · · · · · · · · · ·		
mus. Dunaldani				
Company Name: Reliance Contractors Inc.				
Address: 1800 SW 1st. Ave. Suite 605				
City/State/ZIP: Miami, FL 33129				
Telephone Na. (877) 499-9267	Fax No:_	(877) 49	9-9267	
Signature				
***You must affix a corporate seal or have the notarized.	e signature on this	Proposal	Respon	se Form
(Corp. Seal) OR:		·		·
BEFORE ME the undersigned on this	day of _		•	, 20
personally appearedwho has producedoath.	, who i	s personall ation and	y known who did	to me or
STATE OF	(Signature of No	tary)		
COUNTY OF	(Notary's Printed	l Name)		
My Commission Expires:	-			

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL): PARKS AND OTHER FACILITIES MAINTENANCE

Service Category	Location/Zone #	Location Name	Unit Price	Annual Price — (Frequencies as per "Maintenance
D	33	Trailside Park ¹ -	\$ 65.00/Mo	Frequencies" sheets) \$ 780.00
D	34	Sunshine Ranches Equestrian Park-	\$1740.00/Mo	\$ 20880.00
D	35	Calusa Corners Park!-	\$ 300.00/Mo	\$ 3600.00
D	36.a.	Southwest Meadows Sanctuary Park ² -	\$65.00/Mo	\$ 780.00
D	37.a.	Rolling Oaks Park-	\$2140.00/Mo	\$ 25680.00
D	37.b.	Rolling Oaks Park Butterfly Garden Maintenance ¹ -	\$60.00/Mo	\$ 720.00
D	38	Frontier Trails Park ¹ -	\$65.00/Mo	\$780.00
D	39	Town Hall ⁴ -(10,500 sq. ft.)	\$0.12/SqFt	\$ 0.12/SqFt
D	40	Public Safety Facility ⁴ -(2,880 sq. ft.)	\$ 0.12/SqFt	\$ 0.12/SqFt
D	41	Stirling Rd. at SW 185th Way "pocket park" 1-	\$ 65.00/Mo	\$780.00
D	42	Country Estates Park-	\$740.00/Mo	\$8880.00
D	. 43	Broadwing Building ¹ -	\$60.00/Mo	\$ 720.00

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

- 1 As applicable, based on Maintenance needed for amenities on site
- 2 Probable future addition to Contract.
- 3 Possible future addition to Contract.
- 4 Potential for future addition to contract. Proposer may offer "unit price per square foot.

GRAND TOTAL - MAINTENANCE PROPOSAL: PRICE LIST BY	
ZONE (BASE PROPOSAL):	\$ 63600.00

PROPOSER'S SIGNATURE

COMPANY NAME: Feliance Confractors Inc.

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES): PARKS AND OTHER FACILITIES MAINTENANCE

Item #	Maintenance Service Category	Unit (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	Unit Price
General T	own Property Maintenance		
	Security		
5.6.4,	Security/Open & Close	Per Hour	\$19.00
Interior M	aintenance		
6.1.12.	Floor maintenance:		\$ 0.30
	stripping, polishing, waxing, and/or refurbishing	Per Square Foot	
6.1.13.	Ceiling maintenance and tile replacement	Per Hour	^{\$} 19.00
6.1.14.	Drywall repairs	Per Hour	\$ 19.00
6.1.15.	Unclog Drains	Per Hour	\$ 19.00
Exterior N	laintenance		
6.2.6.	EQ Rings/Trails Maint.	Per Hour	\$19.00
6.2.7.	Pressure Cleaning of Site Structures and Furnishings	Per Hour	\$50.00
6.2.8.	Shade Structures	Per Hour	\$19.00
6.2.9.	Cement, Brick Paver Cleaning & Sealing	Per Square Foot	\$ 0.90
6.2.10.	Screen and Fenced Enclosures Cleaning	Per Hour	\$ 19.00
6.2.11.	Debris Haul Away	Per Cubic Yard	\$ 80.00

PROPOSER'S SIGNATURE COMPANY NAME: Reliance Contractors Inc.

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES): PARKS AND OTHER FACILITIES MAINTENANCE

Item #	Maintenance Service Category	Unit (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	Unit Price
6.3. Othe	er Routine and Incidental		
6.3.2.	Damage/Vandalism/Graffiti Reporting/Repair	Per Hour	\$ 19.00
6.3.8.	Pre Party & Event Setup	Per Hour	\$ 19.00
6.3.9.	Private Party & Town Event Clean-up	Per Hour	\$ 19.00
6,3,11.	Storm Clean up	Per Hour	\$19.00
6.3.12.	24/7 Emergency Services	Per Hour	\$ 35.00
6.3.13.	Installation, removal, assembly and disassembly of site furnishings and appliances	Per Hour	\$ 19.00
6.3.14.	Construction Clean-up	Per Hour	\$ 19.00
6.3.15.	Repair/Handyman/Carpentry	Per Hour	\$ 19.00
6.3.16.	Painting	Per Hour	\$ 19.00
	LANEOUS CODE EMENT SERVICES		
6.4.	Debris Removal:	Per Cubic Yard	\$ 80.00

PROPOSER'S SIGNATURE:

COMPANY NAME: Reliance Contractors Inc.

APPENDIX B- PROPOSAL 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 addenda, if issued, for the lump sum price shown below.

<u>ITEM</u>	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
None	, ,				
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TOTAL BASE PROPOSAL PLUS ADD ALTERNATIVE	\$
Proposer Reliance Contractors Inc.	

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, etc., to perform Town Wide Facilities Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATI	JRE:	
PROPOSER'S NAME:	Uloshur Beckor	
COMPANY NAME:	Reliance Contractors Inc.	

PROPOSER INFORMATION

NAME: Reliance Contractors Inc.
ADDRESS: 1800 SW 1st. Ave. Suite 605, Miami, FL 33129
FEIN: 47-1911014
LICENSE NUMBER: 7176046 STATE OR COUNTY: Miami-Dade
LICENSE TYPE: Service Business Tax License (Attach copy of license)
LICENSE LIMITATIONS, IF ANY:
(Attach a separate sheet, if necessary) LICENSEE SIGNATURE:
LICENSEE NAME: Reliance Contractors Inc.
PROPOSER'S SIGNATURE.
PROPOSER'S NAME: Joshus Becker
PROPOSER'S ADDRESS: 1800 SW 1st. Are. Suite 605, Miami PL 33129
PROPOSER'S PHONE NUMBER: Office ((11)499.9267 Cell: (305)575-9149
PROPOSER'S EMAIL ADDRESS: ibecker@reliance contractors.com
By: Joshua Becker - President
Reliance Contractors Inc. Name of Corporation/Entity
Address of Corporation/Entity
Signature of President or Authorized Principal
By: Joshua Becker
Title: [(If Proposer is a Corporation, affix corporate seal)

APPENDIX C- DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

TO: TOWN OF SOUTHWEST RANCHES OFFICIALLY DESIGNATED REPRESENTATIVE

1800 SW 1st. Ave. Suite 605, Miami, FL 33129

for sale to the general public.

STATE O	F FLORIDA OF	_						
BEFORE Jo	ME, the shua Becker	, he	reinafter r	eferred to a	day s "Affian	persona it," who b	lly ap eing by r	peared ne firs
duly sworn	, under oath, d	eposes and states	as follow	s:		•	<i>U</i> , -	
1.	Affiant ap	pears herein as:			*			
[] an indivi	idual or	•					• •	
the Pre	esident		of_Re	eliance Cor	ntractors	Inc.	•	
AIZ LIQ. I	fartnership, et	rietor, president, p c.]. The Affiant of f Southwest Ranc	or the enti	ity the Affia	ant renre	sents here	g., ABC	Corp., to do
2.	Affiant's a	ddress is:		•				

- 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 profit 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
- 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.

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.

AFFIANT FURTHER SAYETH NAUGHT.

Joshu Jecke , Affiant (Print Affiant Name)

January , 20 80 , by Joshu	day of Becker, [] who is ed Florida Drive as identification and who
TANIA VALLECILLO MY COMMISSION # GG 243478 EXPIRES; August 3, 2022 Bonded Thru Notery Public Undenwriters	Notary Public Angla Allecillo (Print Notary Name) State of Illecillo My Commission Expires: Angla Allecillo Angla Allecillo Angla Angla Angla Angla Angla Angla

Disclosure of Ownership Interests

Affiant must identify all entities and individuals awning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, 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.

Name	Address				
Joshua Becker	60 SW 13th St. Apt. 3021, Miami, FL 33129				
	·				
· · · · · · · · · · · · · · · · · · ·					

APPENDIX D- DRUG FREE WORKPLACE

Proposer 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 Proposal 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 Proposal, 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.

PROPOSER	'S SIGNATURE;	
PROPOSER:	Reliance Contractors Inc.	

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 statemen	nt is submitted to	Town of Southwest Ranches			
by_	Joshua Becker			- · ·		
for_	Reliance Contractor	s Inc.				
whose business address is1800 SW 1st. Ave. Suite 605, Miami, FL 3						
					· · · · · · · · · · · · · · · · · · ·	
and	(if applicable) its Feder	al Employer Identifica	ntion Number (FEIN	N) is47	-1911014	

- 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 trail 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.

- 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 Proposals or applies to Proposal 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]

PROPOSER: Leliance Contractor Inc.	
Joshu Decker	
(Printed Name) Durar President	
(Title)	
Sworn to and subscribed before me thisda	y of January , 20 30
Personally known	
Or Produced Identification Florida Dr	iver License
Notary Public - State of (Type of Identification)	
Notary Signature	
My Commission Expires 23 August 3	022
(Printed, typed, or stamped commissioned name of no	TANIA VALLECILLO MY COMMISSION # GG 243479 EXPIRES: August 3, 2022

APPENDIX F NON-COLLUSION AFFIDAVIT

Florida

including this affiant.

State	of Florida) ss:		•		
Coun	nty of Miami-Dade)		,		
Jo	oshua Becker		being first	t duly sworn d	eposes and	says that:
(1)	He/She is the Owner Agent) of Reliance the attached Proposal;	Contractors	(Owner,	Partner, Office, the propo		
(2)	He/She is fully informed Proposal and of all pertine					e attached
(3)	Such Proposal is genuine	and is not a c	ollusive or shan	n Proposal;		
(4)	Neither the said Proposer employees or parties in int connived or agreed, direct submit a collusive or shar Proposal has been submitt have in any manner, decommunication, or confer profit, or cost elements of profit, or cost elements of secure through any coll advantage against (Recipiers)	terest, includired or indirectly or indirectly or indirectly or incrence with art the Proposal the Proposal lusion, consp	ng this affiant, he cily, with any connection with air from biddin directly, sough by proposer, fir l or of any othe price or the Birracy, conniva	nave in any way other proposed the Work for g in connection at by agreement, or person er proposer, or d price of any unce, or unlay	y colluded, r, firm, or por which the n with such ent or col to fix any to fix any other prop wful agree	conspired, person to e attached i Work; or lusion, or overhead, overhead, oser, or to ment any
(5)	The price or prices quoted by any collusion, conspira or any other of its agen	acy, connivan	ce, or unlawful	agreement on	the part of	f Proposer

[Signatures on next page]

PROPOSER	· felionce	Confinetors Inc.	***************************************			
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B						
	Bala					
(Printed)	Name)					
	President					
(Title)	44.30000		·			
Sworn to and	l subscribed b	pefore me this 27	day of	January	_, 20 <u></u>	
Personally ki	nown					
Or Produced	Identification	Florida	river Lin	Close		
		(Type of Identifi	ication)			
Notary Publi	c - State of _	+ lorida)			
		78		· .		
	Not	ary Signature		· .		
My Commiss	sion Expires_	23 August	3080			· · · · · · · · · · · · · · · · · · ·
(Printed, type	ed, or stamped	d commissioned nam	ne of notary p	Judite	TANIA VALLE MY COMMISSION EXPIRES: Augu onded Thru Notary Pu	# GG 243479 18t 3, 2022

APPENDIX G OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Town of Southwest Ranches

	Venessa Redman, Sr. Procurement & Bu	ıdget Officer
ADDRESS:	13400 Griffin Road Southwest Ranches, Florida 33330	
SUBMITTED BY:J	oshua Becker - Reliance Contractors Inc.	
	CIRCLE ONE Corporation Limited Liability Company Joint Venture Partnership Other	
NAME: Joshua Bec	ker	Individual
ADDRESS: 1800 S	W 1st. Ave. Suite 605, Miami, FL 33129	·
TELEPHONE NO. (87	7) 499-9267	
FAX NO(877) 499-	9267	
E-MAIL ADDRESS:_	becker@reliancecontractors.com	
liability compar	exact, correct and complete name of the partner by, joint venture, trade or fictitious name under the place of business.	ship, corporation, limited which you do business and
The address of t	he of the Offeror is: Reliance Contractors Inc.	
	00 SW 1st. Ave. Suite 605, Miami, FL 33129	9

SUBMITTED TO:

2.	If O	fferor is a corporation, answer the following:
		Date of Incorporation: 09/14/2014
		State of Incorporation, Florida
		President's name: Joshua Becker
		Vice President's name:
		Secretary's name:
		Secretary's name:
	g,	Name and address of Resident Agent: Joshua Becker
		Joshua Becker 1800 SW 1st. Ave. Suite 605,
		Miami, FL 33129
3.	If O	feror is an individual or a partnership, answer the following:
	a.	Date of organization:
	b.	Name, address and ownership units of all partners:
		·
	c.	State whether general or limited partnership:

4.	11 01	feror is other than an individual, corporation or partnership, describe the organization
	ana g	give the name and address of principals:
		·
5.	If Of	feror is operating under a fictitious name, submit evidence of compliance with the
٥.	Flori	da Fictitious Name Statute.
	1 1011	da Flottious Ivalile Statute,
6.	How 6 Ye	many years has your organization been in business under its present business name?
	a.	Under what other former names has your organization operated?

Miami-Dade County	/ Business Tax License: 7176	046
State of Florida, Div	rision of Corporations, Docum	ent Number: P14000078366
Have you ever fail why?	ed to complete any work av	varded to you? If so, state when, w
No.		
1	· · · · · · · · · · · · · · · · · · ·	
ndividuals or repre	esentatives of owners with the syou have provided, and to nees).	st known addresses of three (3) he most knowledge of work which which you refer (governmental en
ndividuals or repro performed or good preferred as referen	esentatives of owners with the syou have provided, and to nees).	he most knowledge of work which
ndividuals or repro performed or good preferred as referent Please See Attache	esentatives of owners with to s you have provided, and to nces). ad Documentation.	he most knowledge of work which which which you refer (governmental en
ndividuals or repro performed or good preferred as referen Please See Attache name)	esentatives of owners with the syou have provided, and to nees). In ad Documentation. (address)	he most knowledge of work which to which you refer (governmental en
ndividuals or reproperson of good oreferred as referenced	esentatives of owners with to s you have provided, and to nees). Indicate the description of the key individes the second of	he most knowledge of work which o which you refer (governmental en (phone number)
ndividuals or representation of the performed or good	esentatives of owners with to s you have provided, and to nees). ad Documentation. (address) (address) (address) experience of the key individed.	he most knowledge of work which to which you refer (governmental en (phone number) (phone number) (phone number)

Provide a list of all litigation, including arbitration proceedings, in which offeror was or is

	intiff or defendant, wit , and whether the case i	s, including the style	e the case, loca
None.			

12.

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE LETTER, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

State of Florida
County of Migmilante

The foregoing instrument was acknowledged before me this of day of January, 2020 by Joshu Becker of Reliance Currostess, who is personally known to me or who has produced did (did not) take an oath.

TANIA VALLECILLO IY COMMISSION # GG 243479 EXPIRES: August 3, 2022

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,

or type as Commissioned)

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APPENDIX K OFFEROR'S CERTIFICATION WHEN OFFEROR IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

	Reliance Contractors Inc.
	Printed Name of Corporation or Company
	Florida
	Printed State of Incorporation
	D. 100
	Signature of President or other authorized officer
(CORPORATE SEAL)	Joshu Berker
,	Printed Name of President or other authorized officer
ATTEST:	1800 SW 1st. Ave. Suite 605
•	Address of Corporation or Company
Ву	Miami, FL 33129
Secretary	City/State/Zip
	(877) 499-9267
Survey Elavida	Business Phone Number
State of Florida County of Miami Dud	
County of I lamily of	
	Ana T
The foregoing instrument was ac	
The foregoing instrument was acl by by by Backs (Name), Tompany who is personally know	resident (Title) of Reliance Control was of to me or who has produced Florida Diver
The foregoing instrument was acleby Joshus Becker (Name),	resident (Title) of Reliance Control was of to me or who has produced Florida Diver
The foregoing instrument was acl by by by Backs (Name), Tompany who is personally know	rrsident (Title) of Reliance Cantropperse of rn to me or who has produced Finda Diver License License
The foregoing instrument was act by DShugBette (Name), 1 Company who is personally know as identification and who did (did	rrsident (Title) of Reliance Cantropperse of rn to me or who has produced Finda Diver not) take an oath.
The foregoing instrument was acl by Decision (Name), 1 Company who is personally know as identification and who did (did WITNESS my hand and official s	rrsident (Title) of Reliance Cantropperse of rn to me or who has produced Finda Diver not) take an oath.
The foregoing instrument was acl by Barbar (Name), 1 Company who is personally know as identification and who did (did WITNESS my hand and official something public NOTARY PUBLIC	rysident (Title) of Reliance Cantropperse of rn to me or who has produced Finals Diverse of not) take an oath.
The foregoing instrument was acl by Decision (Name), 1 Company who is personally know as identification and who did (did WITNESS my hand and official s	resident (Title) of Reliance Control of the control of take an oath. TANIA VALLECILLO MY COMMISSION # GG 243479

APPENDIX M CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State ofFlorida	_)			. •
) ss:			
County of Miami-Dade	_)	·	•	
I HEREBY CERTIFY that a meeti representatives of a Limited Liab Florida, held on Sep and adopted:	oility Company	existing unde	er the laws of	the State of
authorized representative of a Limite	nited Liability Cor r Limited Liabilit	any, be and is 20 20 pany and his y Company,	, to the Town execution there and with the C	zed to execute of Southwest of, attested by Corporate Seal
I further certify that said resolution i	s now in full force	and effect.		
IN WITNESS WHEREOF, I have Corporation or Limited Liability Cor	hereunto set mý mpany this 27th	hand and af _day of <i></i>	fixed the offici	al seal of the _, 20 <u>20</u> .
		· ·	Secretary President	ent.
		((SEAL)	

PROPOSER: Reliance Contractors Inc.

APPENDIX Q GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON
United States Department of Agriculture: Forest Service	Rio Grande National Forest	(719) 852-6211	Kim Decker Contracting Officer
United States Department of Agriculture: Forest Service	Bankhead National Forest	(205) 489-5111, Ext. 105	Rita Patterson Contracting Officer
United States Coast Guard	DHS, United States Coast Guard SILC-BSS-COB2-WEST Building 54c, Coast Guard Island Alameda, California 94501	(510) 437-5980	Marcella V. Brown, BSB/A Contract Specialist Contracting Officer
Department of Homeland Security: Customs and Border Protection		(317) 381-5403	Mistelle Watkins Border Enforcement Contracting Division
Bureau of Land Management U.S. Department of the Interior	176 East D.L. Sargent Drive Cedar City, Utah 84721	(435) 865-3048	Joseph Petersen Contracting Specialist
U.S. Flsh & Wildlife Service	P.O. Box 1306, Room 5108; 500 Gold Ave., SW, Albuquerque, NM 87103-1306	(505) 248-6797	Lisa Rodriguez Contract Specialist Acquisition Goods and Services Operations

PROPOSER: Reliance Confrectoro Inc.

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

TO THE TOWN OF SOUTHWEST RANCHES:

PROPOSER: Reliance Contractor, Inc.

he Town may incur due to	nployees, from and against any and all legal liabili
Reliance Confroctors Inc.	Reliance Contradors Inc.
ATTEST	CONTRACTOR
	ву.
	Joshua Becker
	Print Name
	Date: 01 21 2020

APPENDIX S PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the proposer 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 Request For Proposals.

All license, certificate and experience requirements must be met by the proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by proposer 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 Proposal, proposer represents that it meets the requirements set forth above, and as set forth in the Proposal 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.

Proposer:	Reliance Contractors Inc.		
Proposer's Name:	Joshua Becker		
Proposer's Addres	s: 1800 SW 1st. Ave. Suite 605		
	Miami, FL 33129		
Proposer's Phone	Number: (877) 499-9267		
Proposer's Email:	jbecker@reliancecontractors.com		
Contractor's Licer described in this R	nse and License number(s) (attach copies FP):	s of license(s) required for the v	vork
Miami-Dade County Business	Tax License: 7176046		
6-T-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-			
PROPOSER: Re	liance Contractors Inc.		
	[Signatures on next pag	re]	

	State of Florida
	County of Miami Durle
. •	The foregoing instrument was acknowledged before me this 27 day of January, 20 20 by Joseph Decker of Kelianae Carrieda (Proposer), who is personally known to me or who has produced Fiscala Diver as identification and who did (did not) take an oath.
	WITNESS my hand and official seal.
	NOTARY Public Records of Sade County, Florida
(Notary Signature
	TANIA VALLECILLO MY COMMISSION # GG 243479 EXPIRES: August 3, 2022 Bonded Thru Notary Public Underwriters

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

PROPOSER: Reliance Contractors Inc.

APPENDIX T PROPOSER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience	and client references:	· ·	
Project Name: Please See Attached I	Documentation: Past Perform	ance Data Sheets.	
Contract Amount:	· · · · · · · · · · · · · · · · · · ·		
Contract Date:			
Client Name:			
Address:	•	· ·	
Contact Person:			
Contact Person Tel. No.:			
Project Name: Please See Attached D	Occumentation: Past Performa	ance Data Sheets.	
Contract Amount:			
Contract Date:			
Client Name:			
Address:			
Contact Person:			
Contact Person Tel. No :		,	

Project Name: Please See At	ttached Documentation: Past Per	Tormance Data Sheets.	
Contract Amount:			
Contract Date:			
Client Name:			(
Address:			
Contact Person:			
Contact Person Tel. No.:			:

PROPOSER: Reliance Contractors Inc.

Complete one table for each project.

Project Name	DLA Disposition Services: Camp Pendleton, CA Military Installation
Name of Contracting Activity	Janitorial Services
Contract Number	SP4510-19-P-0004
Contract Type (fixed price, etc)	Firm-Fixed Price
Total Contract Value	\$95,100.00
Completion Date or Anticipated Completion Date	Anticipated Completion Date: March 2024
Contracting Officer (Name/phone number/email)	Randy Powell / (269)961-5721 / randy.powell@dla.mil
Project Manager or Contracting Officer's Representative (COR) (Name/phone number/email)	Pedro Perez / (760)829-9196 / pedro.perez@dla.mil
Project Description	Janitorial Services

(Describe in detail what the project was and the skills, abilities, processes you used to complete the project and how relevant)

This is a currently running project.

Complete one table for each project.

Project Name	United States Coast Guard - IPF South Weymouth
Name of Contracting Activity	Janitorial Services
Contract Number	23-20-240PBB010
Contract Type (fixed price, etc)	Firm-Fixed Price
Total Contract Value	\$16,800.00
Completion Date or Anticipated Completion Date	Anticipated Completion Date: September 2020
Contracting Officer (Name/phone number/email)	Vicente Ramirez / (617) 223-3151 / Vicente.J.Ramirez@uscg.mll
Project Manager or Contracting Officer's Representative (COR) (Name/phone number/email)	Peter Hooper / (781)340-1373 / Peter.B.Hooper@uscg.mil
Project Description	Janitorial Services

(Describe in detail what the project was and the skills, abilities, processes you used to complete the project and how relevant)

This is a currently running project.

Project Name	BLM - Palomino Valley Center
Name of Contracting Activity	Janitorial Services
Contract Number	L17PX00733
Contract Type (fixed price, etc)	Firm-Fixed Price
otal Contract Value	\$36,300.00
Completion Date or Anticipated Completion Date	Anticipated Completion Date: June 2022
Contracting Officer Name/phone number/email)	Shad Stoddard / (775)861-6531 / sastoddard@blm.gov
Project Manager or Contracting Officer's Representative (COR)	Jeb Beck / (775)475-2222 / J1beck@blm.gov
Name/phone number/email)	
Name/phone number/email) Project Description	Janitorial Services ect was and the skills, abilities, processes you used to complete the oject.
Name/phone number/email) Project Description Describe in detail what the proje project and how relevant)	ect was and the skills, abilities, processes you used to complete the
Name/phone number/email) Project Description Describe in detail what the proje project and how relevant)	ect was and the skills, abilities, processes you used to complete the
Name/phone number/email) Project Description Describe in detail what the proje project and how relevant)	ect was and the skills, abilities, processes you used to complete the

Complete one table for each project.

Project Name	USFS - Bankhead National Forest - Bankhead Ranger District Office
Name of Contracting Activity	Janitorial Services
Contract Number	AG-4146-C-17-0001-0005
Contract Type (fixed price, etc)	Firm-Fixed Price
Total Contract Value	\$51,600.00
Completion Date or Anticipated Completion Date	Anticipated Completion Date: September 2021
Contracting Officer (Name/phone number/email)	Paula Reinhard / (334)241-8169 / paula.reinhard@usda.gov
Project Manager or Contracting Officer's Representative (COR) (Name/phone number/email)	Rita Patterson / (205)489-5111 Ext. 105 / rlta.patterson@usda.gov
Project Description	Janitorial Services

(Describe in detail what the project was and the skills, abilities, processes you used to complete the project and how relevant)

This is a currently running project.

Complete one table for each project.

Project Name	Customs and Border Protection - Swanton Border Patrol Station (BPS)
Name of Contracting Activity	Janitorial Services
Contract Number	HSBP1017P00350P00003
Contract Type (fixed price, etc)	Firm-Fixed Price
Total Contract Value	\$281,190.00 (Base + 4 Options)
Completion Date or Anticipated Completion Date	Anticipated Completion Date: July 2021
Contracting Officer (Name/phone number/email)	Mistelle Watkins / (317)381-5403 / Mistelle.watkins@dhs.gov
Project Manager or Contracting Officer's Representative (COR) (Name/phone number/email)	Charles Rockwell / (207)532-5646 / charles.rockwell@cbp.dhs.gov
Project Description	Janitorial Services
(Describe in detail what the proje	ct was and the skills, abilities, proceeds you used to sever late the

(Describe in detail what the project was and the skills, abilities, processes you used to complete the project and how relevant)

This is a currently running project.

APPENDIX U SUB-CONTRACTOR LIST

In the form below, the proposer shall list all subcontractors to be used on this project if the proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of the Town.

CLASSIFICATION OF WORK	NAME	ADDRESS
None.		
;		
	, , , , , , , , , , , , , , , , , , , ,	

PROPOSER: klime	Contractors	Ine.
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APPENDIX V ACKNOWLEDGEMENT OF ADDENDA

Proposer shall in	dicate receipt	of any adde	ndum by in	itialing bel	ow for e	ach addendur	n received.
Addendum No. k	*						
Addendum No.2	- AR						
Addendum No.3	*						• .
Addendum No.4	\mathcal{U}'						

[Remainder of page intentionally left blank]

APPENDIX W LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years:

1.	Nan	ne and Location of project: None.		
2.	Con	tact information for Project Owner:		
	a.	Name:		
	b.	Address:		
	c.	Phone:		
	d.	Email:		
3.	Natu	re of Claim:		
				• .
4.		of Claim:		,
5.	Resc	olution Date of Claim and how resolved:	11 · · · · · · · · · · · · · · · · · ·	· ·
6.	If ap	plicable:		
	a.	Court Case Number:		
	b.	County:		<u> </u>
	c.	State:		. 1
nn 🔿	DOGER	Palience Contractors los		

APPENDIX Z 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: Keliance Contractors Inc.		,
Street address: 1600 Std lef. Ave. Suite 605		_
City, State, Zip: Miani, PL 33129		-
Certified By: Joshua Becker		
(type or print)		
Title: President		
Signature:	Date: don. 28, 2020	
()		

Account history

Account details

E) Print this

	0606	2010	2010	7176	2016	1 T C C	
	7070	2013	0107	112	200	0.20	
	<u>a</u>	Paid	P.	Paid	raid Di	Par	
Account number:	7176046			Mailing address:	•	RELIANCE CONTRACTORS INC	RACTORS INC
start d	10/01/2014					C/O JOSHUA D BECKER 25 SE 2ND AVE STE 319	ECKER TE 319
Physical business location:	MIAMI	*	2			MIAMI, FL 33131	
Business address:	RELIANCE CONTRACTO 25 SE 2ND AVE STE 319 MIAMI, FL 33131	ELJANCE CONTRACTORS INC 5 SE 2ND AVE STE 319 IIAMI, FL 33131	. No	Owner(s)		RELIANCE CONTRACTORS INC C/O JOSHUA D BECKER 1801 CORAL WAY 304 MIAMI, FL 33145	RACTORS INC ECKER 7 304

Service business/multiple service business or Passenger transportation services 10/01/2019-09/30/2020 SERVICE BUSINESS	
SERVICE BUSINESS	•
	Units: 1
CLEANING/LANDSCAPING	

9 Print this bill

Form W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

j	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.								
	Reliance Contractors Inc. 2 Business name/disregarded entity name, if different from above								
	Securios name allogated entry name, il umerent nom apove								
Print or type. Specific Instructions on page 3.	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.				4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
	☐ Individual/sole proprietor or ☐ ☐ C Corporation ☐ S Corporation ☐ S Corporation				Exempt payee code (if any)				
	☐ 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.				Exemption from FATCA reporting code (if any)				
8					(Applies to accounts maintained outside the U.S.)				
8	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name			and address (optional)				
(/) L	800 SW 1st Ave. Suite 605								
	6 City, state, and ZIP code								
J.,	Miami, FL 33129								
	7 List account number(s) here (optional)								
Part	Taxpayer Identification Number (TIN)								
					ecurity number				
backup withholding. For individuals, this is generally your social security number (SSN). However, for a				Т					
resident allen, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other					-	-	İ	1 1	
entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> TIN, later. or									
<u></u>					identification number				
Number To Give the Requester for guidelines on whose number to enter.									
			4	7	- 1 9	1 0	1	4	
Part	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 									
3. I am	a U.S. citizen or other U.S. person (defined below); and	,							
	FATCA code(s) entered on this form (if any) indicating that I am exen	•	•						
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 falled 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 ► Joshua Becker		Date ►	12	19				
General Instructions		Form 1099-DIV (dividends, including those from stocks or mutual funds)							
Section references are to the Internal Revenue Code unless otherwise noted.		Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)							
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.		Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)							
	•	Form 1099-S (proceeds from real estate transactions)							
Purpose of Form		 Form 1099-K (merchant card and third party network transactions) 							
An individual or entity (Form W-9 requester) who is required to file an		• Form 1098 (home mortgage Interest) 1098-E (student loan interest)							

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 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2020 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(les) 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 ileu of such endorsement(s). CONTACT PRODUCER Lucia Estrella PHONE (A/C, No. Ext): E-MAIL FAX Accurate Group (305) 226-8727 (305) 226-8767 8300 West Flagler Suite 114 accurate.certificates@gmall.com E-MAIL ADDRESS: Miami, FL 33144 INSURER(S) AFFORDING COVERAGE Phone (305) 226-8727 Fax (305) 226-8767 Mt. Hawley Insurance Company 37974 INSURER A: INSURED INSURER B: Reliance Contractors Inc. INSURER D 1801 Coral Way #304 INSURER E Miami 33145-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. ADDLSUBR POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY s 1,000,000.00 EACH OCCURRENCE
DAMAGE TO RENTED
PREMISES (Ea occurrence) CLAIMS-MADE V OCCUR 100,000.00 5,000,00 MED EXP (Any one person) Y GGL0007977 04/26/2019 04/26/2020 П s 1,000,000.00 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: \$ 2,000,000.00 GENERAL AGGREGATE POLICY PRO: LOC \$ 2,000,000.00 PRODUCTS - COMPIOP AGG OTHER AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT ANY AUTO BODILY INJURY (Per person) S SCHEDULED OWNED AUTOS ONLY BODILY INJURY (Per accident \$ NON-OWNED AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) UMBRELLA LIAB OCCUR EACH OCCURRENCE CLAIMS-MADE AGGREGATE DED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY C ERH-STATUTE_ AND EMPLOYERS LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIV
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
I yes, describe under
DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

All policies insuring the Contractor, which relate to the activities of such Contractor and the Town of Southwest Ranches, are endorsed to provide the Town of Southwest Ranches and Broward County with not less than thirty (30) days' written notice of cancellation, lapse, restriction, material modification or alteration.

CERTIFICATE HOLDER	CANCELLATION
Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Southwest Ranches, FL 33330	AUTHORIZED REPRÉSENTATIVE

ACORD 25 (2016/03) QF

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2020 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(les) 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	certi	ficate	holder in lieu of such endors						· ·	: .
PRODUCER				CONTAC NAME:	Lucia Lucia	Estrella				
Accurate Group				PHONE (A/C, No. E-MAIL	Ext): (305) 226-8727		FÁX, Noj:	(305) 226-	3767
8300 West Flagler Suite 114				ADDRES	s: aceu	rate.certificates	@gmall.com			
Miami, FL 33144					ĮŅ.	SURER(S) AFFO	RDING COVERAGE		NA NA	IC#
	ax (3	305) 2	226-8767	INSURER	A: Mt. H	awley Insurar	ice Company		37974	
INSURED				INSURER	В:					
Reliance Contractors Inc.				INSURER	C:					
1801 Coral Way #304			•	INSURER	D:					
•			Pr 0.5.4.5	INSURER	E:					
Miami			FL 33145-	INSURER	F:					
			NUMBER:				REVISION NUM			
THIS IS TO CERTIFY THAT THE POLICIES (INDICATED. NOTWITHISTANDING ANY RE- CERTIFICATE MAY BE ISSUED OR MAY PE- EXCLUSIONS AND CONDITIONS OF SUCH	QUIRE RTAII POLIC	MEN N, THE CIES. I	T, TERM OR CONDITION OF A E INSURANCE AFFORDED BY LIMITS SHOWN MAY HAVE B	ANY CON Y THE PO	TRACT OR (OTHER DOCUM	VENT WITH RESPE	FOT TO WH	HICH THIS	
ISR TR TYPE OF INSURANCE	ADDI	SUBR	POLICY NUMBER	[,,	POLICY EFF	POLICY EXP (MM/DD/YYYY)		LIMITS		
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OWNED SCHEDULED AUTOS							BODILY INJURY (Per			
HIRED NON-OWNED	1						PROPERTY DAMAGI (Per accident)			
AUTOS ONLY AUTOS ONLY							(Per accident)	8		
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ACORD 25 (2016/03) QF

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

07/01/2019

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(les) 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).

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	ROCHESTER, NY 14620				E-MAIL ADDRE	ce, Ce	rts@paychex	.com		H/I
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PLONIDA RECREATION & PARK ASSOCIATION

Upcoming Events

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Member Search

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Home

My Information

My Events

My Transactions

My Memberships

My Professional Dev

My Committees

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Citizen

FRPA Home

FRPA eConnect

Logout

Membership Groups

The Section below displays membership discussion groups. Click on the name to be redirected to the group. Membership

There are no results to display.

My Memberships Memberships The section below displays open orders and invoices that are 1 year old or less, and closed orders and invoices that are 60 days old or less Effective Expire 1/28/2020 12/31/2020

Order# Order Status Order Date Total Invoice# Primary Action 8111240 Closed 1/28/2020 \$40.00 7093590 \$

Renew now



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation

RELIANCE CONTRACTORS INC.

Filing Information

Document Number

P14000078366

FEI/EIN Number

47-1911014

Date Filed

09/22/2014

Effective Date

09/18/2014

State

FL

Status

ACTIVE

Principal Address

25 SE 2nd Ave.

Suite 305

Miami, 'FL 33131

Changed: 04/30/2019

Mailing Address

25 SE 2nd Ave.

Suite 305

Miami, FL 33131

Changed: 04/30/2019

Registered Agent Name & Address

BECKER, JOSHUA D

25 SE 2nd Ave.

Suite 305

Miami, FL 33131

Address Changed: 04/30/2019

Officer/Director Detail

Name & Address

Title P

BECKER, JOSHUA D

25 SE 2nd Ave.

Suite 305

Miami, FL 33131

Annual Reports

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Southwest Ranches Council

Mayor Doug McKay Vice Mayor Dee Schroeder Delsa Amundson Bob Hartman Gary Jablonski



REQUEST FOR PROPOSALS

RFP No. 20-005

Town of Southwest Ranches is seeking proposals for:

TOWN-WIDE FACILITIES MAINTENANCE SERVICES

Date issued/available for distribution: December 13, 2019

Proposer shall submit one (1) unbound original, six (6) bound copies of the completed proposal, and one (1) electronic copy of the proposal, <u>excluding the price proposal</u>, in a PDF or similar format, which must be received by the Office of the Procurement no later than **Wednesday**, **January 29, 2020, at 11:00 a.m. local time**. See Section 1.6 for mailing instructions.

Mandatory Pre-Proposal Conference: Wednesday, January 8, 2020 at 10:00 a.m. local time. *See* Section 1.3, of this RFP for the location of the Pre Proposal Conference.

ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER

CAUTION

Amendments to this Request for Proposals will be posted on the Southwest Ranches Procurement Department's website, which can be accessed at http://southwestranches.org/procurement. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is Proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for submission of Proposal.

Southwest Ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATIVE FORMAT.

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Town of Southwest Ranches, Florida ("Town"), in the Budget and Procurement office, 13400 Griffin Road, Southwest Ranches, Florida, 33330, up to 11:00 a.m., local time, and opened in the Grand Oak Conference Room on Wednesday, January 29, 2020, for all material, labor, equipment and supplies necessary for:

TOWN-WIDE FACILITIES MAINTENANCE SERVICES

To better manage document disbursement for the Proposal process, the Town will make Proposal documents available on the Southwest Ranches Procurement Department's website which can be accessed at:

http://southwestranches.org/procurement.

To review the Proposal documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the Proposal documents, or contact Venessa Redman at (954) 434 0008 ext. 7467, or e mail at vredman@southwestranches.org.

It is recommended that all Proposers download and submit a disclosure form for the project of interest. This information is used to notify Proposers via email of project information updates (Addendums, Proposal date changes, etc.). The disclosure form download is also available on the website listed above.

All Proposals shall be submitted in accordance with General Provisions, Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Mandatory Pre-Proposal Conference will be held on Wednesday, January 8, 2020 at 10:00 a.m., in the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Proposals requested shall be set forth in the Proposal and the Proposal Form attached to and forming a part of the Specifications.

Prior to execution of a contract, Proposer shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Proposer does not have a written non-discrimination policy, Proposer shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.35, of the Request For Proposals.

The Town reserves the right to reject any or all Proposals.

CONTRACT DATA

Contract Title: Town-Wide Facilities Maintenance Services

Contract Number: RFP No.: 20-005

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road

Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator

13400 Griffin Road

Southwest Ranches, FL 33330

Phone: 954-434-0008 Fax: 954-434-1490

Designated Contract

Manager: December Lauretano-Haines, Parks Recreation

and Open Space Manager

13400 Griffin Road

Southwest Ranches, FL 33330

Phone: 954-434-0008 Fax: 954-434-1490

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposals ("RFP") is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (the "Town"), by and through its Procurement Department (the "Department"). The Department is the sole point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (*See* Section 1.7, Contact Person).

1.2 PURPOSE OF THE PROJECT

The Department is soliciting proposals from qualified and experienced firms for all material, labor, tools, equipment, machinery and supplies necessary for town-wide facilities maintenance services.

The Department is soliciting proposals from qualified and experienced firms for the Town-wide Facilities Maintenance Services including the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this RFP, shall include, but is not limited to litter, trash, janitorial services, trail maintenance, daily park opening and closing services, pressure cleaning, repair park equipment, playground surface replacement, equipment inspection and reports, emergency preparedness services, posting of notices, raking, sweeping, debris removal and proper disposal, and miscellaneous Code Enforcement maintenance services and other work as described herein.

1.3 MANDATORY PRE-PROPOSAL CONFERENCE

All Proposers are **required** to have a representative attend a Mandatory Pre-Proposal Conference, which will be held in the Town's Grand Oak Conference Room or Council Chambers located at Town Hall on **Wednesday**, **January 8**, **2020** at **10:00** a.m. local time.

There will be a Town representative available to answer questions relative to this RFP however, proposers should not rely on any representations, statements or explanations other than those made by this RFP or a formal Amendment to the RFP. Any questions or comments arising subsequent to the Pre-Proposal Conference must be presented, in writing, to the Contact Person (See Section 1.8) prior to the date and time stated in the Timetable (*See* Section 1.6).

A PROPOSERS FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE SHALL RESULT IN DISQUALIFICATION OF ITS PROPOSAL.

All proposers shall be required to sign an attendance sheet, which will be collected at the end of the Mandatory Pre-Proposal Conference. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the Mandatory Pre-Proposal Conference.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days' notice.

1.4 QUALIFICATIONS OF PROPOSERS

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

All work shall comply with the American National Standards Institute (ANSI) safety standards. Additionally, each member of Contractor's staff shall be trained in the safety practices required for the job they perform. The Contractor shall ensure staff is knowledgeable about known potential hazards related to their job and the corresponding emergency action plan required. The Town shall require documentation, verifying each staff member has received and understood the training required by this paragraph. The contractor shall prepare and maintain records which contain the identity of each of its employees serving this contract, dates of training, and the means used to verify that the employee understood the training. The contractor shall assure that each of its employees follows the safety rules and safe work practices set forth by OSHA for the working environments comprising this contract.

Proposer's site supervisor must:

- A. Demonstrate competency in building evaluations including: structure, exterior, and interior:
- B. Demonstrate ability to manage service/repair requests;
- C. Demonstrate ability to evaluate site furnishings and equipment;
- D. Demonstrate an ability to manage maintenance and cleaning of site furnishings and equipment.

1.5 OPPORTUNITY OFFERED

The initial contract for services ("Contract") is for a five (5) year term. The Contract may be renewed upon mutual agreement of the parties, subject to the terms and conditions of the Contract. Extensions of the Contract may not exceed ten (10) years.

Upon completion of the initial term of the Contract, the maximum annual fee may be increased, on annual basis, at the Town's discretion. Such increase shall not exceed five percent (5%) of the annual fee of the existing Contract.

Proposer acknowledges that the annual fee is the maximum amount payable to the contractor and limits the Town's monetary obligation under the Contract. The monetary limitation does not constitute a limitation upon Contractor's obligation to perform services under the Contract.

1.6 TIMETABLE

The anticipated schedule and deadline for this RFP and award is as follows:

Activity	Date, Time and Location
RFP available for download on website	On or about: December 13, 2019 at:
	http://southwestranches.org/procurement
Mandatory Pre-Proposal Conference	10:00 a.m. local time, on Wednesday, January
	8, 2020 at Town's Grand Oak Conference
	Room located at Town Hall.
Deadline for Submission of Written	Wednesday, January 22, 2020, the Budget and
Comments/Questions	Procurement Office, 13400 Griffin Road,
	Southwest Ranches, FL 33330.
Deadline for Submission of Proposals	11:00 a.m. local time, on Wednesday,
	January 29, 2020 , at the Procurement Office,
	13400 Griffin Road, Southwest Ranches, FL
	33330.
Public Opening	11:00 a.m. local time, on Wednesday,
	January 29, 2020, at the Town's Grand Oak
	Conference Room or Council Chambers
	located at the Town Hall.
Selection Committee meeting(s); and	Tuesday, February 4, 2020, 1:00 p.m.
	Wednesday, February 5, 2020, beginning at
Oral Presentations (by invitation, if	1:00 p.m.
necessary)	
Award Date	February 27, 2020

^{*}The Town reserves the right to modify the timetable. Upon modification of the Timetable, notice will be provided to all proposers.

1.7 PROPOSAL SUBMISSION

Proposals must be accompanied by a Cashier's Check or Proposal Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base Proposal to guarantee a contract is promptly executed, Payment Bond, Performance Bond and Insurance Certificates are furnished. The return of Cashier's Checks or other cash security to Proposers shall be subject to the time periods for payment in the Florida Prompt Payment Act, Section 287.70, *et seq.* It is anticipated that Proposals will be opened at 11:00 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Wednesday, January 29, 2020.

All proposals must be submitted on 8 ½" x 11" inch size paper. One (1) unbound original and six (6) bound hard copies of the complete proposal must be received by the Town no later than 11:00 a.m. local time on Wednesday, January 29, 2020. Proposer must also submit an electronic copy of the proposal on a CD or flash drive in a PDF or similar format. Refer to Section 3 for specific

details. The original and all copies must be submitted in a sealed envelope or container. Proposer's *complete return address* must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Town of Southwest Ranches Venessa Redman, Sr. Procurement & Budget Officer Procurement Department 13400 Griffin Road Southwest Ranches, FL 33330

RFP No.: 20-005

Town-wide Facilities Maintenance Services

Due Date: January 29, 2020

Hand-carried proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Town.

Proposer is responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring the required address information appears on the outer wrapper or envelope.

The Proposal Response Forms, located in the appendices, must be signed by an officer of the proposing entity or other authorized person ("Authorized Person").

The submission of a signed proposal by a proposer will be considered by the Town as constituting a legal offer by the proposer to provide services required by this RFP at the proposed price identified therein.

No proposals will be accepted after the deadline for submission of proposals or at any location other than the location designated in this RFP.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

1.8 CONTACT PERSON

The individual designated as "Contact Person" for this RFP is:

Venessa Redman, Sr. Procurement & Budget Officer 13400 Griffin Road Southwest Ranches, Florida 33330

Phone: 954-434-0008 Ext. 7467

Fax: (954) 434-1490

Email: vredman@southwestranches.org

1.9 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail, or U.S. Mail no later than Wednesday, January 22, 2020, to the address listed in this RFP Timetable (*See* Section 1.6) or fax number or e-mail address listed for the Contact Person (*See* Section 1.7). The request must contain the proposer's name, address, phone number, facsimile number and e-mail address.

Changes to this RFP, when necessary, will be completed by written Amendment(s) issued prior to the deadline for submission of proposals. The proposer should not rely on any representations, statements, or explanation other than those made by this RFP or in any amendment to this RFP. Where there appears to be a conflict between this RFP and any amendment issued, the last amendment issued shall prevail.

Amendments to this RFP will be posted on the Town of Southwest Ranches Purchasing website which can be accessed at http://southwestranches.org/procurement/.

It is the sole responsibility of the proposer to routinely check for any amendments which may have been issued prior to the deadline for submission of proposals. The Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.7), that proposer has received all amendments to this RFP prior to the submission of its proposal.

Proposers should not rely on any oral representations, statements or explanations other than those made by this RFP or a formal amendment to RFP.

1.10 PROCUREMENT CODE

Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures which frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system which provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

1.11 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, bidder, lobbyist, or proposer and the Town Council members, the Town's professional staff, including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee and the procurement consultant. See Article IX, Sec. 2-208(c) for additional information, including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event the Town Administrator cancels the solicitation.

During the effective period of the Cone of Silence, any party that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the selection committee, the procurement consultant, Herb Hyman, CPPO, CPPB and/or the Town Council relative to this RFP, except as may be permitted or required during public meetings of the Town Council.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFP award to said proposer voidable by the town, and in the Town's sole discretion.

1.12 PUBLIC OPENING

A public opening, of Proposals, will take place on Wednesday, January 29, 2020, at 11:00 a.m. local time in the Town Grand Oak Conference Room.

The identity of the Proposers and respective total Proposal price shall be read aloud. However, no additional information set forth in the Proposal shall be made public until the time of a notice of an "Intended award" or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of Proposals, the Town will look for any unbalanced Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize. The Town intends to award a Contract to the lowest, responsive and responsible Proposer in accordance with the terms of this RFP and the Town's Procurement Code.

In the award of a Contract pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

1.13 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town, relating to this RFP, are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information. Parties shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any proposer to examine, inspect and be knowledgeable of the terms and conditions of RFP, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

The Town reserves the right to reject any or all portions of any Proposal, to reject all Proposals, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein, are for proposal purposes only and, will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Proposer guarantees its commitment, compliance, and adherence to all requirements of this RFP by submission of its proposals.

2.2 PROPOSAL FORMAT AND CONTENT

2.2.1 <u>Technical Proposal</u>. Proposals must contain all of the documents included in the appendix, each fully completed, signed and notarized, as required. Failure of a Proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

Proposers must use the Proposal form(s) furnished by the Town and included in the appendix of the RFP. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the Proposal documents may invalidate the Proposal. Also, Proposals having an erasure or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A Proposal submission in pencil will not be accepted.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (*See* Section 1.6) or the proposal shall be deemed non-responsive.

The Department reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient ability to perform under the Agreement.

Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive. Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any non-minor irregularity relating to the proposal.

2.3 PROPOSAL SCHEDULE

Each proposer shall submit a completed Proposal Schedule, included as Appendix "A". Pricing in the Proposal Schedule shall include all labor, equipment and materials necessary to complete the work in accordance with the contract documents, schedules, plans, and all issued addenda.

Proposer warrants that the prices, terms and conditions quoted in the Proposal Schedule will be firm for a period of ninety (90) days from the date of the Proposal opening. If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk, and errors will not release the Proposer from performance of the Contract at the Proposal price.

2.4 MODIFIED PROPOSAL

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.6). The Town will only consider the latest proposal submitted.

2.5 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn, only by written notification to the Town, prior to the opening of Proposals (*See* Section 1.6). After the opening of Proposals, they shall be irrevocable for a period of one hundred and twenty (120) days. Unless withdrawn, as provided in this section, a Proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a Proposal, without permission of the Town, prior to the expiration of the 120 day timeframe may be debarred and are subject to forfeiture of the Proposal Security.

2.6 LATE PROPOSAL; LATE MODIFIED PROPOSAL

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.6) shall not be considered.

2.7 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Town of Southwest Ranches Town Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next lowest, responsive and responsible Proposer, or to readvertise the project, in its sole discretion

2.8 COSTS INCURRED BY PROPOSER

All expenses incurred with the preparation and submission of a proposal to the Town, or any work performed in connection therewith, shall be borne by the proposer.

2.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposer is hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

2.10 RIGHT TO PROTEST

For purposes of this RFP, the term "Purchasing Code" shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference ("Bid Protest"). By responding to this RFP, the proposer agrees that the Bid Protest procedures set forth in the Code are applicable to this RFP and shall comply with said procedures.

Any proposer may protest a recommendation of award, by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Director of Purchasing at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations which may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by

Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect Proposer's facilities to determine their capability of meeting the requirements of this RFP and the Contract Award. Also, price, responsibility, and responsiveness of Proposer, including the financial position, experience, staffing, equipment, materials, references of Proposer, and past history of service by Proposer to the Town and/or with other units of state, and/or local government in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service, within its sole discretion.

2.12 EVALUATION OF PROPOSALS

Proposals will be evaluated by the Selection Committee (the "SC") process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town's Procurement Code. The SC will analyze Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices. The SC may require an interview or presentation to assist their evaluation of the services and prices being offered.

Proposals shall be evaluated based on the following point system:

Evaluation Criteria	Points
1. Price (Proposal Forms);	40
2. Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Facilities Maintenance Services and demonstrated ability to comply with the requirements of 2 CFR 200;	25
3. Proposed Management Plan for the Town, including commitment of dedicated crews and equipment, structure of services to be provided, including table of organization and auxiliary services offered;	10
4. Past and present performance including information disclosed by references;	10
5. Price of auxiliary services from Maintenance Proposal: Price List by Service;	10
6. Professional certifications and memberships.	5
TOTAL POINTS	100

2.13 PROFESSIONAL ORGANIZATIONS

In accordance with the evaluation factors (*See* Section 2.12), preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:

A. International Facility Management Association (IFMA);

- B. National Recreation and Park Association (NRPA);
- C. Florida Recreation and Park Association (FRPA).

Additional weight will be given to Contractors whose employees hold any or all of the following licenses or certifications:

- A. Certified Playground Safety Inspector issued by the National Program for Playground Safety.
- B. Certified Outdoor Play Inspector issued by the National Program for Playground Safety.
- C. Facility Management Professional issued by the International Facility Management Association (IFMA).
- D. Certified Facility Manager issued by the International Facility Management Association (IFMA).
- E. Sustainability Facility Professional issued by the International Facility Management Association (IFMA).

2.14 CONTRACT AWARD

The Town intends to award a contract to the lowest, responsive and responsible Proposer whose Proposal meets the requirements of this RFP, and in accordance with the Town's Procurement Code.

The Town reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town. Final determination and award of Contract shall be made by the Town Council.

In the award of a Contract, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

2.15 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RFP. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.16 ASSIGNMENT

This RFP and any contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger,

consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Proposer, and Proposer may not, either directly or indirectly, assign its rights or delegate its obligations to the Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.17 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re-advertise the RFP, in its sole discretion.

2.18 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Proposer shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.19 COMPLIANCE WITH LAW

Proposer shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction, with respect to this RFP and any contract awarded, and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.20 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Proposer or any one of its employees, subcontractors or agents, or anyone else for whose actions Proposer may be responsible.

2.21 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorneys' fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Proposer and persons employed or utilized by Proposer in the performance of the Contract or anyone else for whose actions Proposer may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.22 SECONDARY/OTHER VENDORS

The Town reserves the right, in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the RFP or any contract awarded.

2.23 DEFAULT PROVISION

In case of default by Proposer, the Town may procure the articles or services from other sources and hold Proposer/Contractor responsible for any excess costs occasioned or incurred thereby.

2.24 GOVERNING LAW

The validity of this RFP and the Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.25 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFP. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.26 REMEDIES FOR BREACH

Should the selected proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure to perform and Proposer shall have fourteen (14) days to cure such failure or such shorter time as may be set forth in the Contract. If Proposer fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Proposer for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

2.27 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information, in all or any portion, of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Proposer acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the 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 Proposer 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 RFP process, Proposer shall keep and maintain the security-sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Proposer agrees to keep and maintain public records required by the Town to perform the service in Proposer's possession or control in connection with Proposer's performance under this RFP 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. Proposer 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 Proposer does not transfer the records to the Town.

Upon completion of the Contract, Proposer agrees, at no cost to the Town, to transfer to the Town all public records in possession of Proposer or keep and maintain public records required by the Town to perform the service. If Proposer transfers all public records to the Town upon completion of the Contract, Proposer shall destroy any duplicate public records which are exempt or confidential and exempt from public records disclosure requirements. If Proposer keeps and maintains public records upon completion of the Contract, Proposer 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.

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

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

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

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

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

Proposer shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Contract for cause.

2.29 CONTRACT PROVISIONS

- 2.29.1 <u>Agreement</u>. The selected proposer will be required to execute a contract in a form and substance similar to the attached example agreement (Exhibit "A"), subject to negotiated exceptions.
- 2.29.2 <u>Authorization to Sign.</u> In addition to executing an agreement, the selected proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Contract is authorized to legally bind the proposing entity. Additionally, if a selected proposer is a partnership, all general partners must sign the Contract and the notarized statement. If the selected proposer is a joint venture, all members of the joint venture must sign the Contract and the notarized statement.

2.30 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Proposer is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposer shall be liable for any damage or loss to the Town occasioned by negligence, intentional acts, or omissions of the Proposer, his agents, subcontractors, or any person the Proposer utilizes in the completion of his contract. Proposer shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Proposal as non-responsive.

The Proposal shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

2.31 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected proposer to provide evidence of the minimum amounts of insurance coverage as specified herein. The selected proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered a material default of the Contract. The requirements contained herein, as well as the Town's acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected proposer under the Contract.

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road.
Southwest Ranches, FL 33330

and

Broward County Board of County Commissioners 115 S. Andrews Avenue Fort Lauderdale, FL 33301

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition, and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposer is required to submit a list of claims presently outstanding and claims within the past ten (10) years against its liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Proposal award within thirty (30) days of awarding. Proposer hereby holds the Town harmless and agrees to indemnify the Town and covenants not to file a Proposal protest or sue the Town by virtue of such cancellation or rescission.

2.32 INSURANCE COVERAGE

The selected proposer will maintain, during the period of the contract, minimum insurance coverage as follows:

(a) Worker's Compensation and Employer's Liability Insurance. 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. Proposer shall carry Worker's Compensation Insurance with

the statutory limits, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

- (b) Comprehensive General Liability Insurance Proposer 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 coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. 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.
- (c) <u>Comprehensive Automobile Liability Insurance.</u> Proposer shall carry business automobile liability insurance with minimum limits listed below. 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.

\$500,000 Combined Single Limit, Bodily

Injury and Property Damage Liability per occurrence

2.33 SECURITY AND BONDING REQUIREMENTS

Simultaneous with the delivery of an executed Proposal to the Town, Proposers shall furnish a Proposal Security in an amount equal to five percent (5%) of the total gross amount of the Proposal. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's payable to the Town of Southwest Ranches, Florida and drawn on a Florida bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

2.34 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any Proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any

work conducted by a Proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.35 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, sexual orientation, national origin, physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure all applicants are employed, and all employees are treated during their employment without regard to their race, religion, age, color, sex, sexual orientation, national origin, physical or mental handicap, or marital status. Such actions 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.

Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Proposer further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this non-discrimination clause.

Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Contract, disqualification or debarment of Proposer from participating in the Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.36 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit ("DOIA") (Appendix "C") must be completed on behalf of any individual or business entity that seeks to do business with the Town, when applicable. 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.

2.37 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposer must disclose, with its Proposal, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

2.38 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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 s. 287.017 for Category Two for a period of thirty six (36) months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public Entity Crimes (Appendix "E"), and submit it with its proposal.

SECTION 3 CONTRACT

3.1 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the proposal item shall be included in the unit price for the item.

3.2 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, unless otherwise specifically stated.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding, shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

3.3 CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order or Change Directive. Upon receipt of a Change Order or written Change Directive,

Contractor shall promptly proceed with the Work included in the Change Order or Change Directive.

The Town and Contractor shall execute appropriate Change Orders or Change Directives which may include: 1) additions, deletions or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in section 3.4— "Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work".

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required to be given to a surety, the giving of such notice will be Contractor's responsibility, and the amount of each applicable Bond may be adjusted accordingly.

3.4 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Proposal price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities shown in the Proposal and Proposal Form are approximate only and are subject to either increase or decrease. The quantities indicated are estimates based on the scope of the project. Unless authorized by the Town, via Change Order or Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Proposal, Proposal Form and Contract.

3.4.1 <u>Change Order</u>. The Contract may be changed only by a Change Order or Change Directive approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for change in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town in its sole discretion, shall decide, whether to issue a written Change Order.

3.4.2 <u>Unit Prices</u>. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price item multiplied by the quantity. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor's overhead and profit.

3.5 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. The quality and acceptance of workmanship will be determined during site inspections by the Town. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

- 3.5.1 Owner May Stop the Work. If Work is defective, Contractor fails to supply sufficiently skilled workers, suitable materials or equipment, fails to furnish or perform the Work in a manner that will result in Work that strictly conform to the Contract Documents, the Town may order Contractor to Stop the Work, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.
- 3.5.2 <u>Correction or Removal of Defective Work</u>. If required by Town, Contractor shall within twenty four (24) hours and at its sole expense, correct all defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal nor shall Contractor be entitled to any time extension in connection therewith.
- 3.5.3 Acceptance of Defective Work. Instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in Section 3.3 "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.
- 3.5.4 <u>Town May Correct Defective Work</u>. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within twenty four (24) hours of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously. The Town reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on line items in the Proposal Forms.
- 3.5.5 Contractor's Failure to Perform. Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have fifteen (15) days thereafter to cure such failure. If Contractor is unable or unwilling to cure such Failure to Perform, then Town shall receive a refund equal to the actual cost of a third party to cure such failure and may immediately terminate any contract award for default. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.

3.5.6 <u>Termination for Convenience</u>. The Town shall have the right to terminate the contract for convenience upon thirty (30) days written notice. In the event of a Termination for Convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination, but shall have no further liability or responsibility to the Contractor. Contractor hereby waives any and all claims for additional compensation and damages, including but not limited to loss of anticipated profits on work not performed. In the event a termination for default is later determined by a court of competent jurisdiction to be wrongful or without cause, the termination shall automatically be deemed one for convenience and Contractor's sole compensation shall be in accordance with this section. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

3.6 PAYMENT

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

Contractor shall render all Work to the Town at the quoted price stipulated in the Proposal and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at prices stipulated in Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant to any written Change Order executed by Town and Contractor in accordance with the terms and conditions of this RFP and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town determines in its sole discretion.

No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

The Town Administrator may withhold, in whole or in part, payment for Work deemed inadequate or defective which has not been remedied in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town. Payment may be withheld for Contractor's failure to comply with terms, conditions or requirements of the Agreement.

3.7 METHOD OF PAYMENT

The method of payment (check/credit card) is at the Town's discretion. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card ("P-CARD"). Payments made by P-CARD shall be accepted on a "same as cash" basis. No other costs, including but not limited to, service charge, fee, or penalty shall be billed to the Town, for payments rendered by P-Card.

3.8 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Proposer shall have full responsibility with respect to physical conditions in or relating to existing surface structures. By submitting its Proposal, Proposer represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Proposal.

Proposer shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 3.2 – "Changes in the Work".

In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown within the Contract Documents, from those ordinarily encountered, or of an unusual nature, Contractor, without disturbing the conditions and before performing any Work, shall within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the differing conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

It shall be Proposers responsibility to locate any underground or overhead utility lines or equipment.

SECTION 4 RESPONSIBILITIES

4.1 PROPOSER'S RESPONSIBILITIES

4.1.1 <u>Meeting with the Town.</u> The Contractor's President/Chief Operating Officer must be available to attend meetings with the Town and/or it's designee within 24 hours of notification.

- 4.1.2 <u>Coordination with Town.</u> The Project Manager or Work Crew Supervisor of the Contractor must be available by telephone within thirty (30) minutes to respond to the needs and requests of the Town Designee in an efficient manner, Monday through Friday, 7:00 a.m. to 4:00 p.m. The Contractor shall confer with the Town's Designee on a daily basis. Work hours in the Town are between 7:00 a.m. and 5:00 p.m. Upon execution of the contract, the Town will provide the Contractor with after-hours/emergency contact information for the Town's Designee(s).
- 4.1.3 On Call. The Contractor, or an employee of the Contractor approved by the Town, must be on 24 hour call, at all times, for emergency purposes.
- 4.1.4 Supervision of Work. Proposer shall supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Proposer shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for the Work. Proposer shall also be responsible to see that the finished Work strictly complies with the Contract Documents.
- 4.1.5 Communication. For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.
- 4.1.6 <u>Completion of Task.</u> The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the Town within 24 hours of notification, unless otherwise agreed upon by Town's Designee.
- 4.1.7 <u>Additional Services.</u> Additional services required shall be evaluated by both the Town and the Contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at similar sites.
- 4.1.8 <u>Repairs.</u> The Contractor shall notify the Town, within the same work day as discovered, of any items in need of repair, restoration and/or replacement. The Town may request a proposal for the repair, restoration and/or replacement of the material. The Town reserves the right to seek alternate proposals and to engage the services of others to perform repairs.
- 4.1.9 <u>Staging.</u> The Contractor shall be prohibited from having his vehicles enter Work Sites without the prior consent of the Town's Designee. The Contractor shall provide a written staging location plan for the Town's approval prior to commencement of any work.
- 4.1.10 <u>Force Majeure.</u> In the event of an emergency including but not limited to: storm, tornado, hurricane, auto accident, or any other emergency, the contractor shall be available on a first priority basis (within 24 hours).
- 4.1.11 <u>Emergency</u>. In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the Town reserves the right to adjust, modify or suspend services at any and all locations.

- 4.1.12 <u>Safety Precautions.</u> The Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work subject to the RFP and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.
- 4.1.13 <u>Uniforms.</u> At all times while performing the work subject to RFP, all of the Contractor's personnel shall be required to wear uniforms (e.g. work shirts, etc.) clearly identifying the Contractor's company name, and a Contractor- supplied name and photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from Town property.
- 4.1.14 <u>Disposal.</u> No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The Contractor must closely adhere to all local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup. Contractor further agrees to indemnify, defend and hold Town harmless from any penalties, injury or damage resulting from non-compliance.
- 4.1.15 <u>Debris Removal.</u> All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with local, state and federal regulations. Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, at both the trial and appellate levels, caused by Proposer's improper disposal, site cleanup or failure to comply with any applicable environmental laws.
- 4.1.16 <u>Vandalism</u>. In the event the Contractor discovers or is made aware of damage, vandalism or theft at a Site specified herein, the Contractor shall notify the Town's Designee within 30 minutes of such discovery.
- 4.1.17 <u>Traffic.</u> The Contractor will be responsible for design, set-up and Maintenance of Traffic (MOT) operations for work being performed within public rights-of-way. MOT plans are to be submitted to the Town for approval prior to implementation. MOT plans shall be prepared by MOT-certified personnel and must be in accordance with and conform to the current edition of the FDOT Roadway and Traffic Design Standards Indexes, the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.
- 4.1.18 <u>Sub-Contractor</u>. If the Proposer intends to use sub-contractors to perform any work pursuant to the RFP, the sub-contractors are subject to prior approval by the Town. Proposer shall be fully responsible to the Town for all acts and omissions of any sub-contractors, suppliers, other persons and organizations performing or furnishing any of the Work under the Contract to the same extent in which Proposer is responsible for Proposer's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-

contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

- 4.1.19 <u>Site Conditions.</u> All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Proposer shall keep the Work Site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Proposer shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town.
- 4.1.20 <u>Loss Prevention</u>. Proposer shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Work Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items.
- 4.1.21 <u>Sales Tax.</u> As set forth in the terms of this RFP, Proposer shall pay all sales, consumer, use and other similar taxes and should not include taxes in Proposal prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Proposer to procure all necessary permits and licenses the cost of which shall be deemed included in the Proposal price.
- 4.1.22 Equipment. All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.
- 4.1.23 <u>Equipment Storage and Mobilization</u>. The Contractor must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents, and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties.
- 4.1.24 <u>Damage by Contractor</u>. Any damage to the road, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the Town. Failure to restore said damages within three (3) working days following written notification shall result in a deduction from Contractor's next invoice of the Town's expenses for labor, material, services or equipment, including all related Administrative costs incurred by the Town to restore the property to its original condition. Said notification shall be by letter, fax or email.

- 4.1.25 <u>Contractor's Personnel.</u> Contractor shall employ personnel competent to perform the work specified herein. The Town reserves the right to request the removal of a Contractor's employee from performing maintenance upon the Town's property where such employee's performance or actions are detrimental to the Town. Contactor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. (*See* Drug-Free Workplace Certification Form).
- 4.1.26 <u>Contractor's Vehicles</u>. Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1-½ inch letters. In addition, vehicles shall bear a magnetic sign on each side stating "Contractor for Southwest Ranches Public Works" when performing work hereunder.
- 4.1.27 <u>Chemicals.</u> All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.
 - A. <u>List.</u> A written list of proposed chemicals shall include commercial name, application rates, type of usage along with the Material Safety Data Sheet for each chemical shall be submitted to the Town's Designee prior to commencement of the work. All proposed chemicals shall be approved by the Florida Department of Agriculture and used as per manufacturer's label. The Contractor will be required to maintain a copy of all documents, including all Material Safety Data Sheets, in his possession whenever applying chemicals within the Town.
 - B. <u>Records.</u> Records must be kept and retained (with copies provided to the Town's Designee along with the monthly invoice) as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
 - C. <u>Application</u>. Chemicals shall be applied using methods which prevent drifting onto adjacent property and preventing any toxic exposure to persons or property whether or not they are in or near the Project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.
 - D. <u>Caution</u>. No chemical with a signal word higher than caution shall be used at any time.
 - E. <u>Flags.</u> It is also required that when applying any chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate areas in clear sight and removed within 24 hours once sufficient time period has elapsed.
 - F. <u>Indemnification</u>. The hold harmless and indemnification provisions of this RFP shall be applicable to any damages to persons and/or property arising out of or in connection with Contractor's use of chemicals, as a result of a contract award.

4.1.28 Site Supervisor. Must:

- A. Demonstrate knowledge evaluating building structures, exteriors, and permanent interiors.
- B. Demonstrate ability to manage service/repair requests, and maintenance, requirements of the Town's Facilities.
- C. Demonstrate ability to evaluate site furnishings and equipment performance.
- D. Demonstrate ability to manage the maintenance and cleaning of site furnishings and equipment.

SECTION 5 SCOPE OF SERVICES

5.1 PROJECT LIMITS

This RFP pertains to the maintenance of publicly-owned properties throughout the Town, including but not limited to Parks and Recreational Trail. The maintenance area is bounded on the north by Griffin Road, the south by Sheridan Street, the east by Flamingo Road and to the west slightly beyond US 27. See Maintenance Locations /Zones list for all delineated areas to be maintained. See Maintenance Locations/zones list for more specific information.

5.2 ADDITIONS OR DELETIONS OF MAINTENANCE AREA

At the Town's discretion, it may add new maintenance areas, delete maintenance areas, reduce the frequency of service, discontinue service by Contractor or request the resumption of service to a previously discontinued area, at any given time during the life of the Contract. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms. Upon the Town's written request to the Contractor to add a new maintenance area to the Contract or resume service to a previously terminated maintenance area, Contractor shall commence maintenance to said area within ten (10) days. Service to locations deleted by the Town for durations less than the remaining life of the contract may be resumed at any time for the originally proposed contract value.

At the Town's discretion, it may delete maintenance areas or the frequency of maintenance from the contract at any given time during the life of the contract, for the life of the contract, or lesser durations. The Town shall give the Contractor ten (10) calendar day's written notice prior to the deletion of a maintenance area for any given period of time. Deleted areas, if less than the entire maintenance area, shall be evaluated using unit prices in the proposal forms.

5.3 QUALIFICATIONS

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

All work to comply with current A.N.S.I. Standards. Additionally, each member of Contractor's proposed personnel shall be trained in the work practices necessary to perform his/her job. The

Contractor shall assure that its employees are instructed in the known potential hazards related to his/her job and the processes and applicable provisions of any emergency action plan required. The contractor shall document that each of its employees has received and understood the training required by this paragraph. The contractor shall prepare and maintain records which contain the identity of each of its employees serving this contract, dates of training, and the means used to verify that the employee understood the training. The contractor shall assure that each of its employees follows the safety rules and safe work practices set forth by OSHA for the working environments comprising this contract.

5.4 QUANTITY AND FREQUENCY OF MAINTENANCE SERVICES

Areas specified in this contract shall be maintained in accordance with frequencies set forth in the Maintenance Frequencies herein.

The area and limits of maintenance have been previously established and are distinguishable in the field. Areas have been inventoried and calculated as to quantity and provided as a courtesy. It shall be the responsibility of the Contractor to verify the quantity of maintenance to be accomplished. Any discrepancies or disagreements concerning quantities shall be mutually resolved in writing prior to beginning work in any area in question. The Contractor shall submit written schedules of maintenance defining frequencies and locations. Contractor's failure to notify the Town in advance of any discrepancies or disagreements shall result in a waiver of any claims by Contractor relating thereto.

5.5 MAINTENANCE AND FREQUENCY STANDARDS

On the contract commencement date, as part of Contractor's complete written proposal, Contractor shall submit a written proposal of his plan for accomplishing the required work.

Each maintenance cycle is to be completed prior to commencement of the next cycle. All maintenance shall be completed within limits worked at the conclusion of the work day. Contractor shall leave work sites clean and ready for use. The Contractor shall exercise the necessary care to preclude any source of litter by his operations. The Contractor shall exercise the necessary care to preclude any source of litter by his operations.

5.6 GENERAL FACILITIES MAINTENANCE REQUIREMENTS

Contractor shall maintain the Town facilities as required in the Maintenance Categories specified below, at the frequency rates prescribed in the Scope of Services – Maintenance Frequencies, including:

- 5.6.1 <u>Interior Maintenance</u>. As set forth below, inspection and routine maintenance service for all interior facilities and systems.
- 5.6.2 <u>Exterior Maintenance</u>. As set forth below, inspection and routine maintenance of facilities' exteriors and surrounding grounds, including but not limited to paint, glass, signs, site furnishings, fencing, windows, and lighting; and repair or reporting to Town of same as described herein or as needed.

- 5.6.3 Other Routine and Incidental Maintenance. As set forth below, routine or incidental interior and/or exterior facilities maintenance tasks to be performed on schedule or as need arises.
- 5.6.4 Security/Daily Opening and Closing: The Contractor is responsible for daily (7 days per week) opening and closing (lock-up) of public access areas of parks, including main gates, trail gates, and restrooms, currently included or anticipated for inclusion within the Contract Term (one half hour after sunrise and one half hour before sunset). The Contractor shall be responsible for the safety and security of all facilities, including but not limited to daily opening and closing of all public access areas, daily inspection and weekly reporting.

SECTION 6 MAINTENANCE SERVICE CATEGORIES

Maintenance as defined for the purposes of this procurement shall include but not be limited to the following and shall be performed during each maintenance visit or as specified in the Scope of Services – Maintenance Frequencies schedule (Exceptions to the specified schedule may be granted by the Town's Designee.):

6.1 INTERIOR MAINTENANCE

- 6.1.1 Restroom cleaning with germicidal disinfectant shall include walls, floors, and fixtures:
- 6.1.2 Refill paper products, and soap dispensers with supplies furnished by the Town;
- 6.1.3 Empty all trash receptacles and dispose of debris in dumpster or solid waste pickup toters;
- 6.1.4 Vacuuming, carpet and furniture upholstery;
- 6.1.5 Dusting;
- 6.1.6 Base-board cleaning;
- 6.1.7 Clean appliances;
- 6.1.8 Polish Wood;
- 6.1.9 Clean ceiling fans and light fixtures;
- 6.1.10 Preparation of supply inventory and order requisitions, deliver supplies to site, and stock supply closet;
- 6.1.11 Damp and dry mopping;

- 6.1.12 Floor maintenance: polish concrete and vinyl flooring. Strip, polish, wax and/or refurbish vinyl composite flooring (VCT);
- 6.1.13 Ceiling maintenance and tile replacement;
- 6.1.14 Drywall repairs; and
- 6.1.15 Unclog Drains.

6.2 EXTERIOR MAINTENANCE

- 6.2.1 Recreational Equipment Maintenance and Reporting:
 - 6.2.1.a. The Contractor shall perform routine daily inspections of each playground, fitness circuit, recreational amenity and shall provide inspection report forms for each inspection. Completed inspection report forms shall be submitted to the Town's Designee on a weekly basis, unless otherwise noted below.
 - 6.2.1.b. Contractor shall perform routine daily inspections of each amenity to determine if there are any obvious safety concerns or vandalism. Remove glass, trash, debris and rake wood surface material back into the fall zones of the equipment. Sweep walkways to ensure removal of slip or fall hazards.
 - 6.2.1.c. Contractor shall inspect each piece of equipment for safety concerns or vandalism, twisted swing chairs, swing seat damage, protruding hardware, exposed concrete footers, loose rails, stairs, bolts, improperly closed loop components, depth of loose fill surfacing material, sharp points, missing or damaged protective caps, trip hazards, user modifications to equipment (such as string or rope tied to equipment, swings looped over rails, etc.), entrapment hazards and any potentially hazardous condition.
 - 6.2.1.d. Contractor shall report any component determined to be unsafe, damaged, vandalized or which presents a safety concern by telephone within one (1) hour of discovery.
 - 6.2.1.e. Contractor shall render such components temporarily unusable by barricading affected areas from public use, and maintain barricades daily until repairs are completed.
 - 6.2.1.f. When Contractor determines the existence of an unsafe or hazardous condition, Contractor shall provide an inspection form on the same business day the condition is discovered.

- 6.2.1.g. Items of Incidental repair/replacement for damage or vandalism will be performed on an "as needed" basis.
- 6.2.1.h. Unpainted surfaces of equipment or site furnishings shall be pressure cleaned or washed as per the frequencies set forth within the Scope of Services Maintenance Frequencies.
- 6.2.1.i. Contractor shall notify the Town in writing of the need for replenishment of surface material. Surface material shall be replenished with, Townapproved, engineered wood fiber product or an equivalent product. These services shall be provided as an add/alternate line item.
- 6.2.2. Contractor shall clean Drinking Fountains with a germicidal disinfectant on a weekly basis or as necessary.
- 6.2.3. Coordination of waste removal: Place pickup toters curbside within the park for pick up by Town's solid waste hauler and subsequently return toters to storage area prior to the end of the workday.
- 6.2.4. Grounds cleaning, litter, debris, and trash removal.
- 6.2.5. Sidewalk and parking lot Sweeping and/or Cleaning.
- 6.2.6. Equestrian Rings/Trail Maintenance (monthly).
 - 6.2.6.a.On a monthly basis, Contractor will level the surface of the Trails Show and Practice Rings by dragging. Additional dragging maintenance may be requested with forty-eight (48) hour notice.
- 6.2.7. Pressure Cleaning of site structures, furnishings, fences, playground equipment, recreational equipment, signs, sidewalks and other structures, as set forth herein or as directed by Town's designee:
 - 6.2.7.a. Fencing and site structures shall be pressure cleaned or washed on all sides using a mixture of water and chemical to remove any and all extraneous materials including mineral deposits.
- 6.2.8. Shade structures Prior to tropical storm warnings and/or tropical storm force winds, the contractor will coordinate with the Town to remove, store, and re-install the shade canvas above structures.
- 6.2.9. Concrete, brick paver cleaning and sealing.
- 6.2.10. Screen and fence enclosure cleaning.
- 6.2.11. Occasional debris removal and haul-away services.

6.3 OTHER ROUTINE AND INCIDENTAL MAINTENANCE

- 6.3.1. Inspection of all facilities and facility systems including but not limited to buildings, site furnishings, fencing, air-conditioning units, time clocks, lights, waste disposal, electricity, and water.
- 6.3.2. Incidence of damage/vandalism will be reported to the Town's Designee within two (2) hours. Repair services for damage/vandalism will be based upon labor rates included and materials rates to be proposed separately.
 - 6.3.2.a. Graffiti inspections and cleaning each maintenance visit.
 - 6.3.2.b. Graffiti removal and repainting, (paint provided by the Town).
- 6.3.3. Establish and manage Recycling program.
- 6.3.4. Lighting and lighting time clock Maintenance.
 - 6.3.4.a. The Contractor shall monitor all lighting, replacement bulbs and/or lenses supplied by the Town.
 - 6.3.4.b. Contractor shall be responsible to ensure proper daily operation of time clocks which control the building lighting system. Regular verification that time clocks are accurate is required.
- 6.3.5. Vent cleaning.
- 6.3.6. Window washing.
- 6.3.7. Air Conditioner Filter cleaning or replacement.
- 6.3.8. Pre-private party or Town event set-up.
- 6.3.9. Post-private party or Town event clean-up.
- 6.3.10. Private party Attendant Services: on-site staffing to ensure compliance with policies, procedures and reporting.
- 6.3.11. Bulletin Board maintenance; notice posting.
- 6.3.12. Storm clean up.
- 6.3.13. 24/7 Emergency Services.
- 6.3.14. Installation, removal, assembly and disassembly of site furnishings and appliances.

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- 6.3.15. Construction clean-up.
- 6.3.16. Interior/exterior repairs, handyman and carpentry services as needed.
- 6.3.17. Painting.

6.4. MISCELLANEOUS CODE ENFORCEMENT MAINTENANCE REQUIREMENTS:

At the Request of Town's Designee, Contractor shall provide services including debris removal, at designated properties under Enforcement Action. All Code Enforcement maintenance shall be performed at attached unit prices and require 4" X 6" color before and after photos.

1. <u>Debris Removal</u>: When debris removal is required as directed by Code or Town Designee, Contractor shall remove and properly dispose of items required to be removed on a per cubic yard basis, documenting work with before and after photos.

SECTION 7 DEFINITIONS

<u>ADDENDA</u>. Written or graphic instruments which clarify, correct or revise the proposal documents or the Contract Documents for Request for Proposal 20-005.

<u>PROPOSAL</u>. The offer or proposal to perform all services required in Request for Proposal 20-005.

BIMONTHLY MAINTENANCE. Maintenance performed twice a month.

BIWEEKLY MAINTENANCE. Maintenance performed twice a week.

<u>BOND</u>. Proposal, performance and payment bonds which guarantee performance of obligations specified in the Contract.

<u>CHANGE ORDER</u>. A document which amends the scope of services, scheduling or pricing within the executed Contract.

<u>CODE ENFORCEMENT.</u> Tasks assigned by Code Enforcement Department or Town Designee separate and distinct from Contract Work to remediate specific private property non-maintenance.

<u>CONTRACT.</u> A written Agreement with the Town which incorporate the terms of this RFP, the accepted Proposal, and delineates the Work to be performed and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council.

<u>CONTRACT DOCUMENTS.</u> The Contract, Addenda, Contractor's Proposal (including documentation accompanying the Proposal), the Bonds if required, these General Conditions, and any Drawings, Exhibits and Attachments referenced in this RFP, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

<u>CONTRACT PRICE</u>. The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

<u>CONTRACTOR</u>. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in RFP 20-005.

<u>DAY</u>. Shall mean calendar day, unless otherwise specified.

<u>DEFECTIVE</u>. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

<u>DEFECTIVE WORK</u>. Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

<u>EMERGENCY PREPAREDNESS SERVICES.</u> Seasonal hurricane and disaster preparedness including but, not limited to securing or removal of park equipment and replacement following the storm's passing.

<u>EFFECTIVE DATE OF CONTRACT.</u> The latest execution date of the Contract.

<u>FINAL COMPLETION</u>. Work completed in compliance with industry standards, contract provisions, and passed final inspection.

<u>LITTER REMOVAL</u>. Collection and proper disposal of all trash and debris, including but not limited to items such as paper, cans, bottles, auto parts and dead animals in the Right-of-way.

NOTICE POSTING. Routine posting of notices and events on Town bulletin boards

<u>PRIVATE PARTY ATTENDANT SERVICES.</u> Services including but not limited to on site staffing for private parties at park facilities to ensure adherence with park policies, procedures, and timely conclusion of events.

<u>PRESSURE CLEANING.</u> A process utilizing chemicals and water to clean structures and fences. Proposer must supply water.

<u>PROJECT.</u> The whole or any part of the Work to be provided under this RFP and the Contract Documents.

<u>PROPOSAL.</u> The offer or proposal of a Proposer submitted on the prescribed form(s) and including all information and submission required by the RFP.

<u>SERVICE CATEGORY.</u> Specific type or style of maintenance services indicated by location or zone (some zones are not applicable and therefore not included in this RFP), as follows:

<u>Service Category D</u>: Type or style of maintenance as defined in this RFP located within Maintenance Zones 33 through 43, Parks and Other Town Property Maintenance.

<u>SITE.</u> An area of ground within the Town, requiring maintenance. (e.g. "Sunshine Ranches Equestrian Park").

<u>SITE INSPECTIONS.</u> Inspections made by the Town to verify the quality of the Work performed or to verify that deficient work has been corrected.

TOWN. Town of Southwest Ranches, Florida.

<u>TRASH RECEPTACLE</u>. Any park fixture for the collection of trash and debris. Is to be maintained by daily or weekly removal of trash to a location specified by the Town.

<u>WORK.</u> The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFP, Contract Documents and addendums.

APPENDIX "A" PROPOSAL RESPONSE FORM

TOWN-WIDE FACILITIES MAINTENANCE SERVICES (RFP No. 20-005)

This signature page must be completed by an Authorized Person (See Section 1.7 of RFP)

,		
Type or print proposer's contact informatio	n below:	
Name:		
Title:		
Company Name:		
Address:		
City/State/ZIP:		
Telephone No		
Signature:		
You must affix a corporate seal or have notarized.	the signature on this Proposal	Response Form
(Corp. Seal)		
OR:		
BEFORE ME the undersigned on this personally appeared who has produced oath.	, who is personall	y known to me or
STATE OF		
	(Signature of Notary)	
COUNTY OF	(Notary's Printed Name)	
My Commission Expires:		

ZONES / LOCATIONS / MAINTENANCE SERVICE CATEGORIES / FREQUENCIES SERVICECATEGORY D: PARKS AND OTHER FACILITIES MAINTENANCE – ZONES 33-43

Zone #	Location/Zone Name	Size	Amenities Subject to Maintenance*	Maintenance Service Category/ies*	Frequency/ies*
D 33.	Trailside Park ("TP")	4 Acres	Benches, Picnic Pavilion, sidewalk	5.6, 6.2, 6.3, as applicable	Weekly
D 34.	Sunshine Ranches Equestrian Park ("SREP")	20 Acres	Restroom, Picnic Pavilion, Playground, Equestrian Rings (2), Parking Lot, 5416 Linear Ft. of Vinyl Fencing, Sidewalks	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/ Monthly
D 35.	Calusa Corners Park ("CCP")	12 Acres	1000 Linear Ft. of Vinyl Fencing, Picnic Pavilion, Playground, Parking	5.6, 6.2, 6.3, as applicable	Daily/Weekly/ Monthly
D 36.a.	Southwest Meadows Sanctuary Park ("SWMSP")	25.5 Acres	Fencing 3 Other amenities planned	6.3	Weekly
D 36.b.	Southwest Meadows Sanctuary Park Landscape Area ("SWMSP-LS")	1 Acre	Not applicable (Included solely for continuity of Zones/locations context)	N/A	N/A
D 37.a.	Rolling Oaks Park ("ROP")	45.5 Acres	Community Room, Meeting Room, Restroom, Parking Lot, 2950 Linear Ft. of Vinyl Fencing	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/ Monthly
D 37.b.	Rolling Oaks Park Butterfly Garden ("ROP-BG")	1 Acre	Fitness Circuit	5.6, 6.2, 6.3, as applicable	Daily/Weekly
D 38.	Frontier Trails Park ("FTP")	30 Acres	Fencing, Picnic Pavilion, Sidewalk	5.6, 6.2, 6.3, as applicable	Weekly
D 39.	Town Hall ("TH")	< 2 Acres	4 Approx. 10,000 Sq. Ft. Administrative Office Building w/ Meeting Chambers, Parking Lot, Sidewalks ⁴	5.6, 6.2, 6.3, as applicable, if added to schedule	As needed
D 40.	Public Safety Facility ("PSF")	< 1 Acre	4 Modular and permanent buildings, Parking Lot, Sidewalks ⁴	5.6, 6.2, 6.3, as applicable, <u>if added</u> to schedule	As needed

D 41.	Stirling Rd. at SW	1.6 Acres	Fencing	6.3 inspection and	Weekly
	185 Way "pocket		No other amenities	reporting	
	park" ("PP")		planned at this time		
D 42.	Country Estates	16 Acres	Restroom, Picnic	5.6, 6.1 - 6.3 (ALL),	Daily/Weekly/
	Park ("CEP")		Pavilion, Playground,	as applicable; Daily	Monthly
			Parking Lot,	open and close	
			Sidewalks		
D 43.	Broadwing	1.77 Acres	Storage building and	5.6, 6.1-6.3, as	Monthly
	Building ("BWB")		fencing ⁴	applicable, if added	-
				to schedule	

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

- 1. As applicable, based on Maintenance Service Categories needed for amenities on site
- 2. Probable future addition to Contract. As applicable, based on Maintenance Service Categories needed for amenities planned when added due to completion of construction and opening of facility to public use
- 3. Possible future addition to Contract. As applicable based on Maintenance Service Categories needed for amenities on site; <u>if added</u> due to completion of construction and opening of facility to public use.
- 4. Potential for future addition to contract. As applicable based on Maintenance Service Categories needed for amenities on site; if added to Contract.

MAINTENANCE FREQUENCIES*

<u>Item#</u>	Maintenance Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
	vn Property Maintenance												
5.6.1. & 6.1	Interior Maintenance	Daily	/Weekly	/ Mont	hly								
5.6.2. & 6.2	Exterior Maintenance		/Weekly										
5.6.3. & 6.3	Other Routine and Incidental	Daily	/Weekly	/ Mont	hly								
	Maintenance												
5.6.4	Security/Open and Close	Daily											
6.1 Interior	<u>Maintenance</u>												
6.1.1.	Restroom Cleaning	Daily											
6.1.2.	Dispenser refilling	Daily	(As Ne	eded)									
6.1.3.	Empty Trash Receptacles	Daily											
6.1.4.	Vacuuming	Week	ly, as ap	plicabl	le								
6.1.5.	Dusting	Week	ly										
6.1.6.	Base-board Cleaning	Mont	hly										
6.1.7.	Appliance cleaning	Mont	hly										
6.1.8.	Wood polishing	Mont	hly										
6.1.9.	Lighting & ceiling fan cleaning	Mont	hly										
6.1.10.	Supply ordering / inventory	Mont	hly (As	Needed	1)								
	management and organization												
6.1.11.	Floor maintenance: Damp & dry mopping	Week	ly, or as	neede	d after	events							
6.1.12.	Floor maintenance: stripping, polishing, waxing, and/or refurbishing	Quart	erly (As	Neede	ed)								
6.1.13.	Ceiling maintenance and tile replacement	As No	eeded										
6.1.14.	Drywall repairs	As No	eeded										
6.1.15.	Unclog Drains	As No	eeded										

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

MAINTENANCE FREQUENCIES*

Item#	Maintenance Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
6.2 Exterior	r Maintenance												
6.2.1.	Recreational Equipment Maint. and Reporting	Daily	/Weekly	V									
6.2.2.	Drinking Fountains Cleaning	Week	ly										
6.2.3.	Coordination of waste removal	Week	ly										
6.2.4.	Grounds Cleaning	Week	ly (As l	Needed))								
6.2.5.	Sidewalk and Parking Lot Sweeping and Cleaning	Week	ly (As I	Veeded))								
6.2.6.	EQ Rings/Trails Maint.	Bimo	nthly										
6.2.7.	Pressure Cleaning of Site Structures and Furnishings	Quart	erly (As	Neede	ed)								
6.2.8.	Shade Structures	As No	eeded										
6.2.9.	Cement, Brick Paver Cleaning & Sealing	Quart	erly (As	s Neede	ed)								
6.2.10.	Screen and Fenced Enclosure Cleaning	Quart	erly (As	s Neede	ed)								
6.2.11.	Debris Haul Away	As No	eeded		•							•	

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

MAINTENANCE FREQUENCIES*

<u>Item#</u>	Maintenance Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
6.3. Other 1	Routine and Incidental Maintenance												
6.3.1.	Facility Inspections	Daily	/Weekly	7									
6.3.2	Damage/Vandalism/Graffiti Reporting/Repair	Daily	/Weekly	I									
6.3.3.	Recycling Program Establishment and Management	Week	ly										
6.3.4.	Lighting/Time Clock Maintenance	Week	ly										
6.3.5.	Vent Cleaning	Week	ly										
6.3.6.	Window Washing	Mont	hly										
6.3.7.	A/C Filter Cleaning or Replacement	Mont	hly										
6.3.8.	Pre Party & Town Event Setup	Per E	vent										
6.3.9.	Private Party & Town Event Clean-	Per E	vent										
	up												
6.3.10.	Private Party Attendant Services	Per E	vent										
6.3.11.	Bulletin Board Maint./Notice	As Ne	eeded										
	Posting												
6.3.12.	Storm Clean-up	As Ne	eeded										
6.3.13	24/7 Emergency Services	As Ne	eeded										
6.3.14	Installation, removal, assembly and	As Ne	eeded										
	disassembly of site furnishings and appliances												
6.3.15	Construction Clean-up	As No	eeded										
6.3.16	Repair/Handyman/Carpentry	As No	eeded										
	Painting	As Ne	eeded	•		•			•			•	

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL): PARKS AND OTHER FACILITIES MAINTENANCE

Service Category	Location/Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	33	Trailside Park-	\$	\$
D	34	Sunshine Ranches Equestrian Park-	\$	\$
D	35	Calusa Corners Park-	\$	\$
D	36.a.	Southwest Meadows Sanctuary Park-	\$	\$
D	37.a.	Rolling Oaks Park-	\$	\$
D	37.b.	Rolling Oaks Park Butterfly Garden Maintenance-	\$	\$
D	38	Frontier Trails Park-	\$	\$
D	39	Town Hall-	\$	\$
D	40	Public Safety Facility-	\$	\$
D	41	Stirling Rd. at SW 185th Way "pocket park"-	\$	\$
D	42	Country Estates Park-	\$	\$
D	43	Broadwing Building-	\$	\$

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

- 1 As applicable, based on Maintenance needed for amenities on site
- 2 Probable future addition to Contract.
- 3 Possible future addition to Contract.
- 4 Potential for future addition to contract.

GRAND TOTAL – MAINTENANCE PROPOSAL: PRICE LIST BY	
ZONE (BASE PROPOSAL):	\$

PROPOSER'S SIGNATURE:	COMPANY NAME:	
	 •	

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES): PARKS AND OTHER FACILITIES MAINTENANCE

	Maintenance Service	Unit (Proposer to specify "per location," "per	
Item #	Category	service," "per hour," etc., as applicable)	Unit Price
General T	own Property Maintenance		
	Security		
5.6.4.	Security/Open & Close		\$
Interior M	Laintenance		
6.1.12.	Floor maintenance:		\$
	stripping, polishing, waxing,		
	and/or refurbishing		
6.1.13.	Ceiling maintenance and tile		\$
	replacement		
6.1.14.	Drywall repairs		\$
6.1.15.	Unclog Drains		\$
Exterior N	Taintenance		
6.2.6.	EQ Rings/Trails Maint.		\$
6.2.7.	Pressure Cleaning of Site		\$
	Structures and Furnishings		
6.2.8.	Shade Structures		\$
6.2.9.	Cement, Brick Paver		\$
	Cleaning & Sealing		
6.2.10.	Screen and Fenced		\$
	Enclosures Cleaning		
6.2.11.	Debris Haul Away		\$

PROPOSER'S SIGNATURE:	COMPANY NAME:

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES): PARKS AND OTHER FACILITIES MAINTENANCE

Item #	Maintenance Service Category	Unit (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	Unit Price
	Category	service, per nour, etc., as applicable)	
6.3. Other	Routine and Incidental		
Maintenan	<u>ice</u>		
6.3.2.	Damage/Vandalism/Graffiti		\$
	Reporting/Repair		
6.3.8.	Pre Party & Event Setup		\$
6.3.9.	Private Party & Town Event		\$
	Clean-up		
6.3.11.	Storm Clean up		\$
6.3.12.	24/7 Emergency Services		\$
6.3.13.	Installation, removal,		\$
	assembly and disassembly of		
	site furnishings and		
	appliances		
6.3.14.	Construction Clean-up		\$
6.3.15.	Repair/Handyman/Carpentry		\$
6.3.16.	Painting		\$
MISCELL	ANEOUS CODE		
ENFORCI	EMENT SERVICES		
6.4.	Debris Removal:		\$

PROPOSER'S SIGNATURE:	COMPANY NAME:
-----------------------	---------------

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, etc., to perform Town Wide Facilities Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE:	
PROPOSER'S NAME:	
COMPANY NAME:	

The quantities indicated in the Proposal and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the Proposal form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

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

The Proposer shall furnish prices for all Proposal items. Failure to do so may render the Proposal invalid and cause its rejection. Also, evidence that the Proposer holds appropriate licenses to perform the Work which is the subject of this Proposal, and as required by Florida Statutes and Local law, must be submitted along with the Proposal. Proposers must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

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

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

[Remainder of page intentionally left blank]

APPENDIX B- PROPOSAL 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 addenda, if issued, for the lump sum price shown below.

				TINITO	TOTAL
<u>ITEM</u>	DESCRIPTION	<u>UNITS</u>	QUANTITY	UNIT PRICE	TOTAL PRICE
				<u>PRICE</u>	<u>PRICE</u>
	l		I.		

TOTAL BASE PROPOSAL PLUS ADD ALTERNATIVE	\$
Proposer	

PROPOSER INFORMATION

NAME:	
ADDRESS:	
FEIN:	
LICENSE NUMBER:	STATE OR COUNTY:
LICENSE TYPE:(Attach copy of lie	cense)
	ttach a separate sheet, if necessary)
LICENSEE SIGNATURE:	
LICENSEE NAME:	
PROPOSER'S SIGNATURE:	
PROPOSER'S NAME:	
PROPOSER'S ADDRESS:	
PROPOSER'S PHONE NUMBER: Offi	ice: Cell:
PROPOSER'S EMAIL ADDRESS:	
Ву:	
Name of Corporation/Entity	
Address of Corporation/Entity	
Signature of President or Author	ized Principal
Ву:	
Title:	(If Proposer is a Corporation, affix corporate seal)

APPENDIX C- DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

TO: TOWN OF SOUTHWEST RANCHES OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF COUNTY									
			undersigned , he						
			poses and states					C	•
1.	Affia	ant appe	ears herein as:						
[] an indivi	idual or								
[] the				of				·	
XYZ Ltd. 1	Partnersl	nip, etc.	etor, president, .]. The Affiant Southwest Rane	or the entity	the Affi	ant repr	esents he	_	-
2.	Affia	ant's ad	dress is:						

- 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 profit 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.

6.	Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit
and to the bes	t of Affiant's knowledge and belief it is true, correct and complete.

AFFIANT FURTHER SAYETH NAUGHT.

				(Print A	ffiant		_, Affiant
person		 , by	acknowledged has produced				, [] who i
aia t	ake an oam.			Notary 1	Public		
						 e) at xpires:	_

Disclosure of Ownership Interests

Affiant must identify all entities and individuals awning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, 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.

Name	Address

APPENDIX D- DRUG FREE WORKPLACE

Proposer must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 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 Proposal 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 Proposal, 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.

PROPOSER'S SIGNATURE:				
PROPOSER:				

DDODOGEDIC CICNIATUDE.

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
by _	
	se business address is
and (if applicable) its Federal Employer Identification Number (FEIN) is

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail 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.

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 Proposals or applies to Proposal 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.

	e statement which I have marked below is true in relation to the entity submitting this ement. (Indicate which statement applies.)
manageme	Neither the entity submitting this sworn statement, nor any of its officers, directors, partners, shareholders, employees, members, or agents who are active in the ent of the entity, nor any affiliate of the entity has been charged with and convicted of ity crime subsequent to July 1, 1989.
executives manageme	The entity submitting this sworn statement, or one or more of its officers, directors s, partners, shareholders, employees, members, or agents who are active in the entity or an affiliate of the entity has been charged with and convicted of ity 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]

PROPOSER:		
By:		
(Printed Name)		
(Title)		
Sworn to and subscribed before me this	day of	, 20
Personally known		
Or Produced Identification (Type of Identification)		
(Type of Identifi	cation)	
Notary Public - State of		
Notary Signature		
My Commission Expires		
(Printed, typed, or stamped commissioned nan	ne of notary public)	

APPENDIX F NON-COLLUSION AFFIDAVIT

State	tate of) ss:		
Coun	County of)		
		being first duly sworn deposes and says that:	
(1)		(Owner, Partner, Officer, Representative or, the proposer that has submitted	
(2)	2) He/She is fully informed with respect Proposal and of all pertinent circumstance	to the preparation and contents of the attached ces respecting such Proposal;	
(3)	Such Proposal is genuine and is not a collusive or sham Proposal;		
(4)	employees or parties in interest, including connived or agreed, directly or indirect submit a collusive or sham Proposal in Proposal has been submitted; or to refrain have in any manner, directly or indicommunication, or conference with any profit, or cost elements of the Proposal profit, or cost elements of the Proposal secure through any collusion, conspi	officers, partners, owners, agents, representatives, g this affiant, have in any way colluded, conspired, tly, with any other proposer, firm, or person to connection with the Work for which the attached in from bidding in connection with such Work; or irectly, sought by agreement or collusion, or y proposer, firm, or person to fix any overhead, or of any other proposer, or to fix any overhead, price or the Bid price of any other proposer, or to racy, connivance, or unlawful agreement any rson interested in the proposed Work; and	
(5)	by any collusion, conspiracy, connivance	ed Proposal are fair and proper and are not tainted te, or unlawful agreement on the part of Proposer tives, owners, employees or parties in interest,	

[Signatures on next page]

including this affiant.

PROPOSER:
By:
(Printed Name)
(Title)
Sworn to and subscribed before me thisday of, 20
Personally known
Or Produced Identification (Type of Identification)
Notary Public - State of
Notary Signature
My Commission Expires
(Printed, typed, or stamped commissioned name of notary public)

APPENDIX G OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO:	TTTED TO: Town of Southwest Ranches Venessa Redman, Sr. Procurement & Budget Officer		
ADDRESS:	13400 Griffin Road Southwest Ranches, Florida 33330		
SUBMITTED BY:_	CIRCLE ONE Corporation Limited Liability Company Joint Venture Partnership	-	
NAME:	Other	_ Individual	
ADDRESS:		-	
		-	
FAX NO		-	
E-MAIL ADDRESS	:	-	
liability comp	e, exact, correct and complete name of the partnership pany, joint venture, trade or fictitious name under which the place of business.		
The correct n The address o	ame of the Offeror is: of the principal place of business is:		

If Of	feror is a corporation, answer the following:
	Date of Incorporation:
	State of Incorporation:
	President's name:
	Vice President's name:
	Secretary's name:
	Treasurer's name:
g.	Name and address of Resident Agent:
If Of	feror is an individual or a partnership, answer the following:
a.	Date of organization:
b.	Name, address and ownership units of all partners:
c.	State whether general or limited partnership:
	feror is other than an individual, corporation or partnership, describe the organization give the name and address of principals:
	fferor is operating under a fictitious name, submit evidence of compliance with the da Fictitious Name Statute.
How	many years has your organization been in business under its present business name?
a.	Under what other former names has your organization operated?

Have you ever fail why?	ed to complete any work av	varded to you? If so, state who	en, wh
		which you refer (government	tal enti
preferred as referen		(phone number)	tal enti
performed or good preferred as referen (name)	nces).		tal enti
preferred as referen	(address)	(phone number)	tal enti

12.	Provide a list of all litigation, including arbitration proceedings, in which offeror was or is a party, plaintiff or defendant, within the last five years, including the style the case, local of the case, and whether the case is still pending.

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE LETTER, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature	
State of County of	
The foregoing instrument was acknowledged before me this 20 by of personally known to me or who has produced did (did not) take an oath.	day of, who is as identification and who
WITNESS my hand and official seal.	
NOTARY PUBLIC	
(Name of Notary Public: Print, Stamp, or type as Commissioned)	

APPENDIX H OFFEROR'S CERTIFICATION WHEN OFFEROR IS AN INDIVIDUAL

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

	By.	
	By:Signature of Individual	
Witness	Printed Name of Individual	
Witness	Business Address	
	Town/State/Zip	
	Business Phone Number	
State ofCounty of		
The foregoing instrument was acknowly who is personal identification and who did (did response).	owledged before me this day of onally known to me or who has produced not) take an oath.	20,
WITNESS my hand and official sea	al.	
NOTARY PUBLIC	<u> </u>	
(Name of Notary Public: Print, Star or type as Commissioned)	mp,	

APPENDIX I OFFEROR'S CERTIFICATION WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

	Printed Name of Firm	
	By:Signature of Owner	
	Signature of Owner	
Witness	Printed Name of Individual	
Witness	Business Address	
	Town/State/Zip	
	Business Phone Number	
State of County of		
	ged before me this day of known to me or who has produced te an oath.	
WITNESS my hand and official seal.		
NOTARY PUBLIC		
(Name of Notary Public: Print, Stamp, or type as Commissioned)		

APPENDIX J OFFEROR'S CERTIFICATION WHEN OFFEROR IS A PARTNERSHIP

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offero of, 20	or hereto has executed this Form thisday
	Printed Name of Partnership
	By: Signature of General or Managing Partner
Witness	Printed Name of Partner
Witness	Business Address
	Town/State/Zip
	Business Phone Number
State of	State of Registration
County of	
The foregoing instrument was acknowled by (Name).	ged before me this day of 20(Name or
Company who is personally known to me	e or who has produced
as identification and who did (did not) take	ke an oatn.
WITNESS my hand and official seal.	
NOTARY PUBLIC	
(Name of Notary Public: Print, Stamp, or type as Commissioned)	

APPENDIX K OFFEROR'S CERTIFICATION WHEN OFFEROR IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, of, 20	the Offeror hereto has executed this Form thisday
	Printed Name of Corporation or Company
	Printed State of Incorporation
	By:
(CORPORATE SEAL)	Printed Name of President or other authorized office
ATTEST:	Address of Corporation or Company
By Secretary	City/State/Zip
G C	Business Phone Number
State ofCounty of	
The foregoing instrument was	acknowledged before me this day of 20
Company who is personally k as identification and who did	, (Title) of (Name on who has produced did not) take an oath.
WITNESS my hand and offic	al seal.
NOTARY PUBLIC	
(Name of Notary Public: Print or type as Commissioned)	Stamp,

APPENDIX L CERTIFICATE OF AUTHORITY (If Individual/Sole Proprietor)

State of)							
) ss:							
County of)							
I HEREBY CERTIFY that Owner of (Company name) Proposal dated thereof, attested by the	20 undersigned	, to the Town , shall be	, is of Sout the	hereby au hwest Rai official	uthoriz nches act	_, as P zed to e and his and	rincipa execute s execut deed	l or the tion of
IN WITNESS WHEREOF, I ha	ve hereunto	set my hand	this	day of			, 20	•
				Secreta	ary:			
				(SEAL	<i>.</i>)			

PROPOSER:____

APPENDIX M CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of)		
) ss:		
County of)		
I HEREBY CERTIFY that representatives of a Limit, held and adopted:	ed Liability Compan	y existing under the la	ws of the State of
"RESOLVED, that authorized representative of the Proposal dated, Ranches and this Corporatio the Secretary of the Corporaffixed, shall be the official and the control of the	n or Limited Liability Coration or Limited Liability Coration or Limited Liability Coration of Limited Liability Coration of Coration of Coration of Coration Coration (Coration)	ompany, be and is hereby a, 20, to the Company and his executio bility Company, and with orporation or Limited Liab	nuthorized to execute Town of Southwest n thereof, attested by the Corporate Seal
I further certify that said resort IN WITNESS WHEREOF,			official seal of the
Corporation or Limited Liab	ility Company this	day of	, 20
		Secretary	:
		(SEAL)	
PROPOSER:			

APPENDIX N CERTIFICATE OF AUTHORITY (If Partnership)

State of)		
) ss:		
County of)		
I HEREBY CERT	_	the Partners of the	
		of the State of_ ution was duly passed and	
to the Town of Southwest	t Ranches and this part	ute the Proposal dated enership and that his execu shall be the	tion thereof, attested by
I further certify th	at said resolution is no	w in full force and effect.	
IN WITNESS WI	HEREOF, I have here	unto set my hand this,	day of,
		Secret (SEAI	•
DROPOSER.			

APPENDIX O CERTIFICATE OF AUTHORITY (If Joint Venture)

State of		
County of) ss:)	
I HEREBY CERTIFY tha	at a meeting of the Partners of the	
A corporation existing u, 20, the fo	under the laws of the State of_	
"RESOLVED, that, Joint Venture, be and is hereby a	-	-
20, to the Town of Southwes attested by the and deed of this Joint Venture."	st Ranches and this partnership	and that his execution thereof
I further certify that said re	resolution is now in full force and	effect.
IN WITNESS WHEREOD 20	F, I have hereunto set my hand	this, day of
		Secretary:
		(SEAL)
PROPOSER:		

APPENDIX P PROPOSAL BOND

Bond 1	No
BID B	OND
State o	of)
) ss:
County	y of)
KNOV	V ALL MEN BY THESE PRESENTS, that we,
	, as Principal, and
Southy payme admini	
NOW,	THEREFORE,
(a)	If said Proposal shall be rejected, or in the alternate
(b)	If said Proposal 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 Proposal, 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 everal seals this day of, 20, the name and the corporate seal the corporate party being hereto affixed and these presents being duly signed by its igned representative.

[Signatures on next page]

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PROPOSER:		-
By:		
Title:		
IN PRESENCE OF:	(Individual on Donto	oughin Dringing!)
(SEAL)	(Individual of Parth	ersnip Principal)
		(Business Address)
		(City/State/Zip)
SURETY:By:		
(SEAL)		(Business Address)
		(City/State/Zip)
		(Business Phone)
• •		pear on the Treasury Department's most current list to transact business in the State of Florida.
Countersigned by Flor	rida Agent:	
		Name:
		Date:

APPENDIX Q GOVERNMENTAL CONTACT INFORMATION

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

NAME OI AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER:

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

TO THE TOWN OF SOUTHWEST RANCHES:

Southwest Ranches within the limits of responsibility for compliance with all regulations, and agree to indemnify and its Council Members, officers and emp	edges and agrees that as Contractor for the Town of the Town of Southwest Ranches, Florida, we have the sole equirements of the Federal Occupational Safety and Health hold harmless the Town of Southwest Ranches, including loyees, from and against any and all legal liability or loss's failure to comply with such regulations.
ATTEST	CONTRACTOR
	BY:
	Print Name
	Date:
PROPOSER:	

APPENDIX S PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the proposer 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 Request For Proposals.

All license, certificate and experience requirements must be met by the proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by proposer 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 Proposal, proposer represents that it meets the requirements set forth above, and as set forth in the Proposal 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.

Proposer:	_
Proposer's Name:	_
Proposer's Address:	_
Duon o sou's Dhono Numban	
Proposer's Phone Number:	<u> </u>
Proposer's Email:	<u> </u>
Contractor's License and License number(s) (at described in this RFP):	tach copies of license(s) required for the work
PROPOSER:	
[Signatures o	on next page]

State of Florida		
County of		
The foregoing instrument was acknowledged before me this by of		
known to me or who has producednot) take an oath.	as identification	and who did (did
WITNESS my hand and official seal.		
NOTARY Public Records of County, Florida		
Notary Signature		
Name of Notary Public: (Print, Stamp, or type as Commission	ed)	
PROPOSER:		

APPENDIX T PROPOSER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:

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

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

APPENDIX U SUB-CONTRACTOR LIST

In the form below, the proposer shall list all subcontractors to be used on this project if the proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of the Town.

CLASSIFICATION OF WORK	NAME	ADDRESS
PROPOSER:		

APPENDIX V ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of a	ny addendum by initialing below for each addendum received
Addendum No.1	
Addendum No.2	
Addendum No.3	
Addendum No.4	

[Remainder of page intentionally left blank]

APPENDIX W LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years:

1.	Nam	e and Location of project:
2.	Cont	tact information for Project Owner:
	a.	Name:
	b.	Address:
	c.	Phone:
	d.	Email:
3.	Natu	are of Claim:
4.		of Claim:
5.		olution Date of Claim and how resolved:
6.		plicable:
	a.	Court Case Number:
	b.	County:
	c.	State:
PRO	POSER	

APPENDIX X W-9

INSERT W-9

APPENDIX Y PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

APPENDIX Z 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:			
Street address:			
City, State, Zip:			
Certified By:	(type or print)		
Title:			
Signature:		Date:	

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APPENDIX AA STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Venessa Redman, Senior Procurement and Budget Officer Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330

or

Email: vredman@southwestranches.org

REASONS

1	Do not offer this product/service or equivalent.						
2	Schedule would not permit.						
3	Insufficient time to respond to solicitation.						
4	_ Unable to meet specifications / scope of work.						
5	Specifications "too tight" (i.e. geared to specific brand or manufacturer).						
6	Specifications not clear.						
7	Unable to meet bond and / or insurance requirements.						
8	Solicitation addressed incorrectly, delayed in forwarding of mail.						
9	Other (Explanation provided below or by separate attachment).						
Explanation:							
	may delete the names of those persons or businesses who fail to respond to three (3 as, who fail to return this Statement, or as requested.						
Desire to receive future Town solicitations? Yes No							

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COMPANY:	
NAME:	
TITLE:	
ADDRESS:	
TELEPHONE: ()	DATE:

APPENDIX BB 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 the 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 COMP-TROLLER 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).

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. 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/proposer assigned to perform responsibilities under its contract with a State agency is 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 the 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 the Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement. Respondents must be able and willing to comply with the Town's FEMA Compliant documentation submission requirements.

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.

EXHIBIT "A"



AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND

FOR

RFP NO.: 20-005

TOWN-WIDE FACILITIES MAINTENANCE SERVICES

AGREEMENT FOR

"RFP No.: 20-005 TOWN-WIDE FACILITIES MAINTENANCE SERVICES

THIS	IS AN A	GREEMEN'	Γ (the "Co	ontract") mad	de and ente	ered into	on this	da	ıy of
	, 20	, by and	between	the Town	of South	west R	anches, a	Munic	cipal
Corporation	of the	State of	Florida,	,			the "To		
WHI (the "Project"		ne Town des	ires to con	tract for Tov	vn-wide Fa	acilities l	Maintenan	ce Serv	vices
WHE	EREAS,			a Request ("RFP")		osals, I	RFP No.	20-005	on
WHI 20; and		_ Proposals	s were re	ceived by t	he Town	on			,
			-	Resolution N recomme		ward a	and has		_
WHF a part hereof.		Contractor's I	Proposal is	s attached to	this Contra	act as Ex	khibit "A-1	" and n	nade

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 Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT "A" and which is made a part hereof by this reference (the "Work"). This Contract, as well as all Exhibits, the RFP, Contractor's Proposal, 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 Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract 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 Contract, all of the Contract Documents, good workman practices for right-of-way maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal and entering into this Contract, Contractor represents that it has informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated onsite in the performance of the Work have likewise been included and accounted for within the Contract Price.

Section 2: Term of this Contract and Contract Time

2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for: Contractor

"RFP No.: 20-005 TOWN-WIDE FACILITIES MAINTENANCE SERVICES

- 2.2 The Town shall have the ability to terminate this Contract as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against the 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 the 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 the Town.

Section 3: Compensation & Method of Payment

- 3.2 The 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 amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the 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 the Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the 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 the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. 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, (b) 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 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 the Town.

Section 4: Assignment

4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by 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: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 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.
- 5.3 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

- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the 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 whom 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 Contract.
- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 Contractor shall carry the following minimum types of insurance:
 - A. <u>WORKER'S COMPENSATION</u>: 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 **One Hundred Thousand Dollars** (\$100,000) for each incident, and **One Hundred Thousand Dollars** (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

- B. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: 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 nonowned 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.
- 5.7 Contractor shall provide the 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 Contract and, at any time thereafter, upon request by the Town.
- 5.8 Contractor's Insurance Policies shall be endorsed to provide the 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.

Saul Ewing Arnstein & Lehr LLP 200 East Las Olas Boulevard, Suite 1000 Fort Lauderdale, Florida 33301

- 5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 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.
- 5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract 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.
- 5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 5.13 UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE 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 CONTRACT.
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the 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.
- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 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 the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: 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 Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Contractor agrees comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

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

Section 9: Indemnification

To the fullest extent permitted by Florida law, 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 attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by 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 Contract, Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, 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, sexual orientation, 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 Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during 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 Contract.

Section 11: Sovereign Immunity

Nothing in this Contract 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 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract 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 13: No Third Party Beneficiaries

This Contract 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 Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the 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 15: 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 legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the 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 Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: 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 the 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 RFP 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 RFP 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 Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If 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 the Town.

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

Section 17: Termination

The Contract may be terminated upon the following events:

- **A.** <u>Termination by Mutual Agreement.</u> In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience. This Contract may be terminated for convenience by the Town upon the Town providing Contractor with thirty (30) calendar days' written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the 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 the Town. Upon being notified of the 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 the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, the 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, the Town may terminate this Contract 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 the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the 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 Contract, 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.
- Termination for Lack of Funds. In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the 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 Contract, 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.** <u>Immediate Termination by the Town.</u> In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract 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 Contract;
 - 4. Contractor's failure to maintain any Insurance required by Section 6 of this Contract; or
 - 5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

Section 18: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 the Town's immediate termination of this Contract.

Section 19: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Contract may be utilized by other governmental entities or units to provide the specified services. The 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 20: Change Orders and Modification of Contract

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

Section 21: No Waiver of Rights

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

Section 22: Jurisdiction and Venue

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

Section 23: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the 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 Contract.

Section 24: 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 25: Time is of the Essence

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

Section 26: Days

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

Section 27: Written Mutual Agreement

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

Section 28: No Amendment or Waiver

This Contract 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 Contract prior to the initiation of any Work reflecting such change.

Section 29: Severability

In the event any term or provision of this Contract 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 Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the 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 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.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 31: 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 the Town:

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

With a copy to:

Keith M. Poliakoff, Esq. Saul Ewing Arnstein & Lehr LLP 200 East Las Olas Boulevard Suite 1000 Fort Lauderdale, Florida 33301

If to Contractor:	

Section 32: 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 Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.
- **B.** Audit and Inspection Rights and Retention of Records. The Town shall have the right to audit the books, records and accounts of Contractor that are related to this Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract.

Contractor shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract 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 Contract, unless Contractor is notified in writing by the 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 the 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 the Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Contract.

C. <u>Independent Contractor</u>. Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract 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 Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the 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 Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the 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 the 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 Contract, 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 Contract 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 Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- **F.** <u>Materiality and Waiver of Breach</u>. The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- **G.** <u>Joint Preparation</u>. The 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 Contract 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.

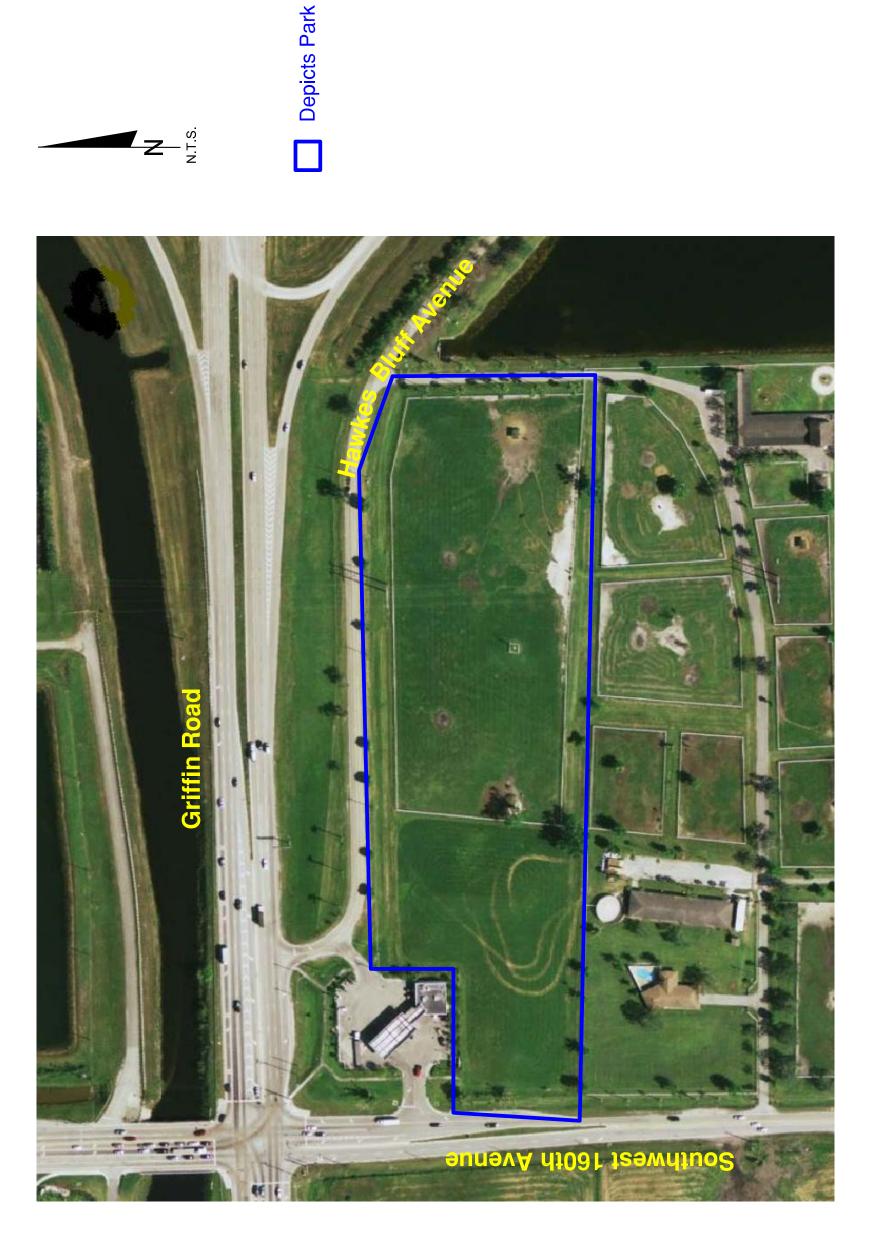
- **H.** <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- **I.** <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- **J.** <u>Binding Authority</u>. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract 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 Contract.
- **K.** <u>Truth-in-Negotiation Certificate</u>. Signature of this Contract 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 Contract are accurate, complete, and current at the time of contracting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

	By: Name:	
	Name:	
	Title:	
	day of	20
	TOWN OF SOUTH	WEST RANCI
	By:	
	By: Doug McKay,	Mayor
	day of	, 20
	By: Andrew D. Be	
	Andrew D. Be Town Admini	
	day of	, 20
ATTEST:		
Russell Muñiz, Assistant Town Administr	ator/Town Clerk	
APPROVED AS TO FORM AND COR	RECTNESS:	



Highlighted area = maintenance SIN 209TH AVE **Broadwing Building** CAPPINAD

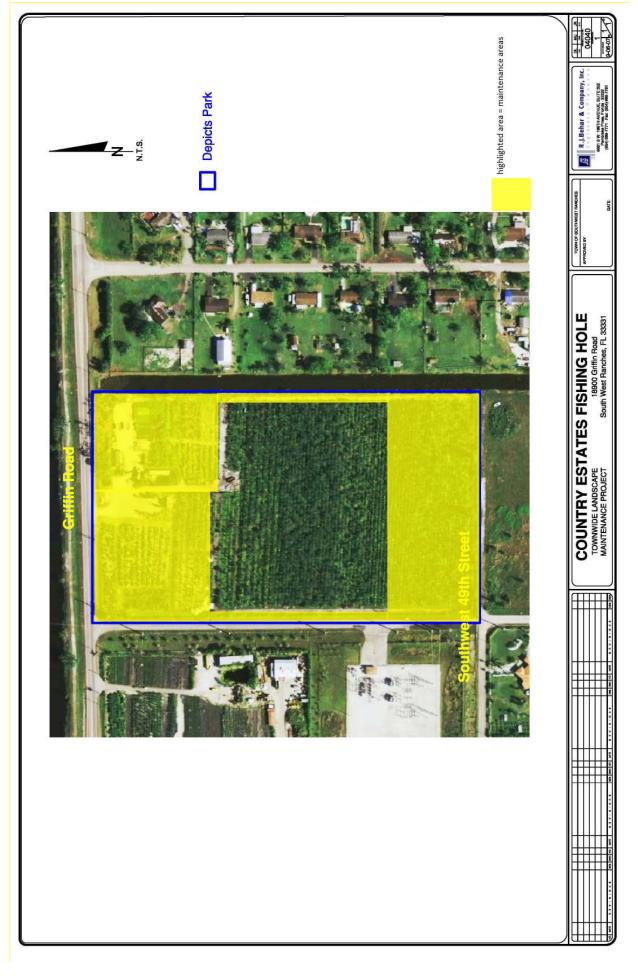


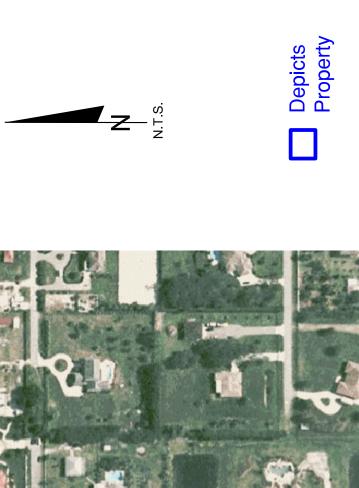
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SOUTHWEST MEADOWS SANCTUARY - CALUSA CORNERS

TOWNWIDE LANDSCAPE MAINTENANCE PROJECT

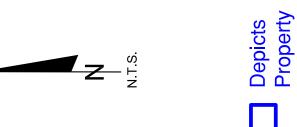
No Address Assigned





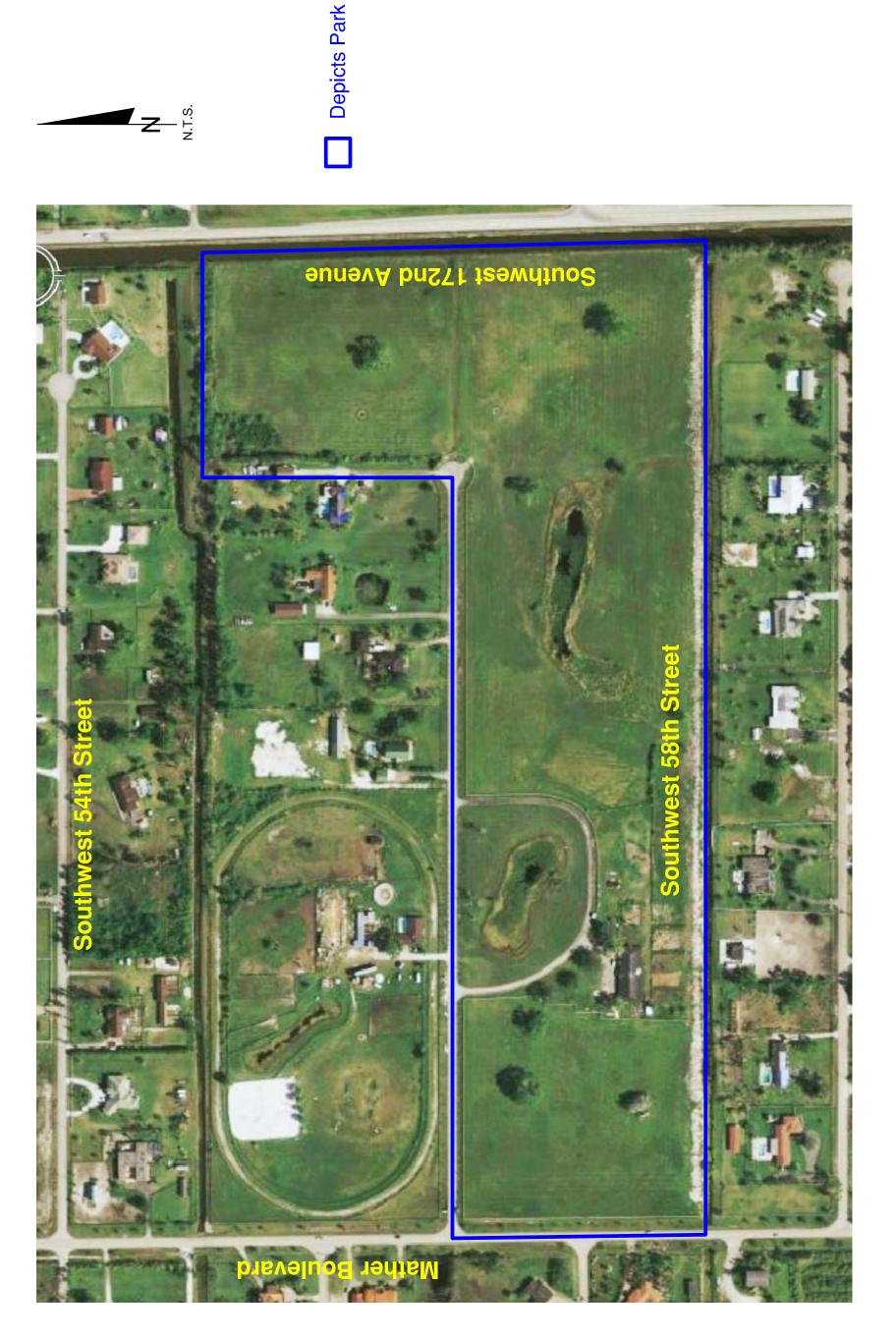


FRONTIER TRAILS
TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT





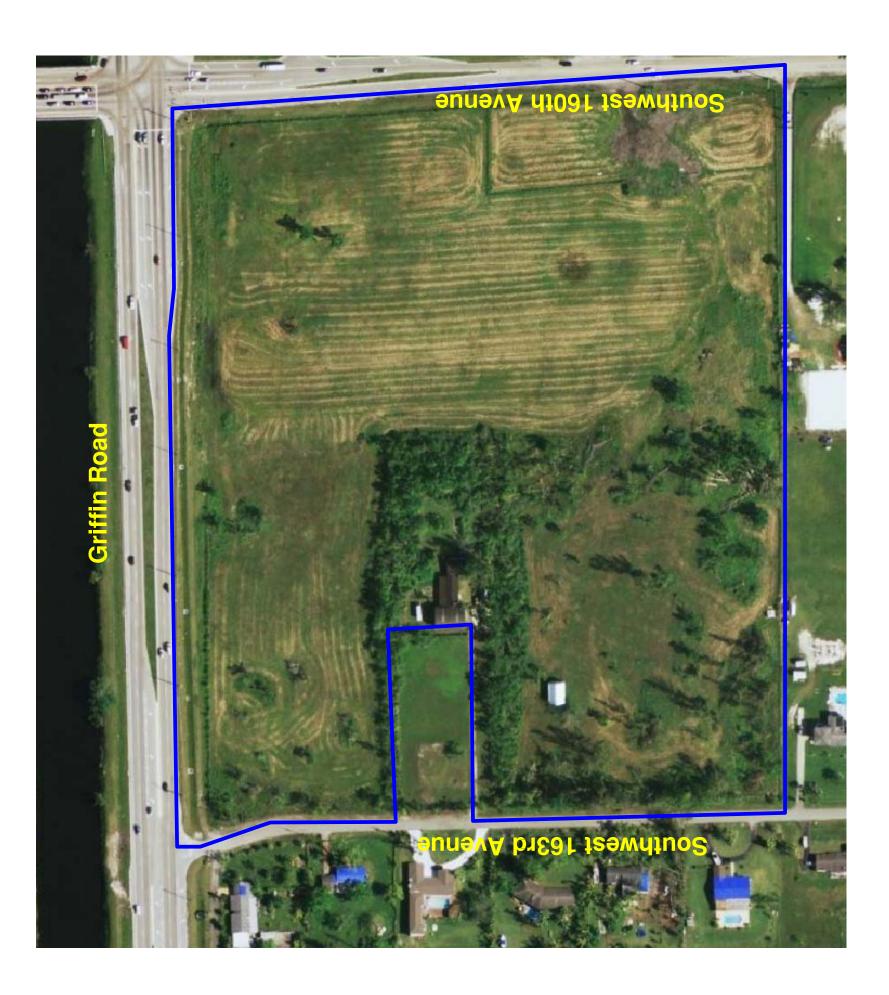
PUBLIC SAFETY FACILITY PROPERTY
TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT
South West Ranches, FL 33331



ROLLING OAKS PASSIVE OPEN SPACE PARK

TOWNWIDE LANDSCAPE MAINTENANCE PROJECT

17630 SW 56th ST South West Ranches, FL 33331



Depicts Park

No Address Assigned SOUTHWEST MEADOWS SANCTUARY

TOWNWIDE LANDSCAPE MAINTENANCE PROJECT

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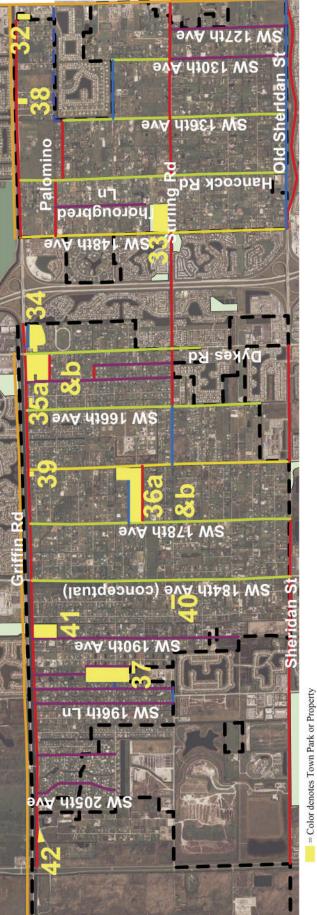
SUNSHINE RANCHES EQUESTRIAN PARK

TOWNWIDE LANDSCAPE MAINTENANCE PROJECT

5840 SW 148 Avenue South West Ranches, FL 33330



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



Zone 32. Trailside Park: 12498 Griffin Road

Zone 33. Sunshine Ranches Equestrian Park: 5840 SW 148 Avenue

Zone 34. Calusa Corners Park: SE Corner Hawke's Bluff Avenue (Griffin Road) at SW 160 Avenue (Dykes Road)

Zone 35.a. Southwest Meadows Sanctuary Park: SW Corner Griffin Road at SW 160 Avenue (Dykes Road)

Zone 35.b.Southwest Meadows Sanctuary Park: (interior of property above)

Zone 36.a. Rolling Oaks Park: 17630 SW 56 Street

Zone 36.b. Rolling Oaks Park: (interior of property above)

Zone 37. Frontier Trails Park: SW 193rd Lane at SW 51 Manor

Zone 40. Stirling Rd. at SW 185 Way "Pocket Park" Zone 39. Public Safety Facility: 17220 Griffin Road

Zone 38. Town Hall: 13400 Griffin Road

Zone 41. Country Estates Park: 18900 Griffin Road

Zone 42. Broadwing Building: 20951 Griffin Road

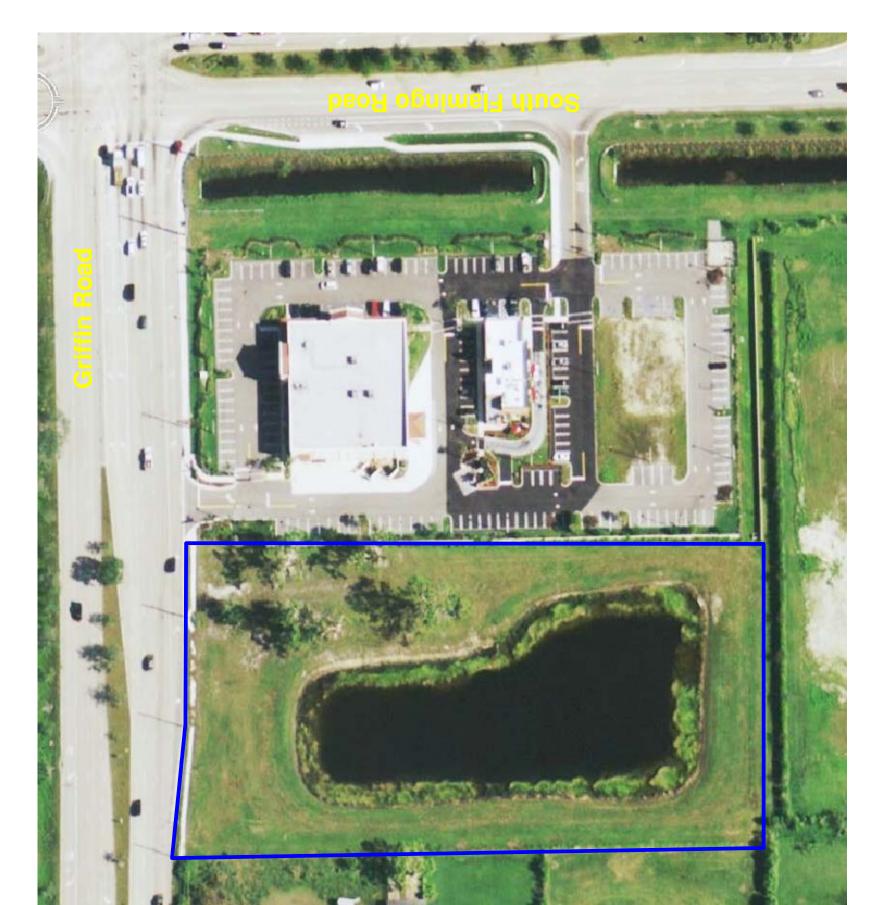
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R.J.Behar & Company, Inc.

12498 Griffin Road South West Ranches, FL 33330 TRAILSIDE PARK
TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT
Sout

ADDENDOMS

ZONES / LOCATIONS / MAINTENANCE SERVICE CATEGORIES / FREQUENCIES SERVICECATEGORY D: PARKS AND OTHER FACILITIES MAINTENANCE – ZONES 33-43

Zone #	Location/Zone Name	Size	Amenities Subject to Maintenance*	Maintenance Service Category/ies*	Frequency/ies*
D 33.	Trailside Park ("TP")	4 Acres	Benches, Picnic Pavilion, sidewalk	5.6, 6.2, 6.3, as applicable	Weekly
D 34.	Sunshine Ranches Equestrian Park ("SREP")	20 Acres	Restroom, Picnic Pavilion, Playground, Equestrian Rings (2), Parking Lot, 5416 Linear Ft. of Vinyl Fencing, Sidewalks	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/ Monthly
D 35.	Calusa Corners Park ("CCP")	12 Acres	1000 Linear Ft. of Vinyl Fencing, Picnic Pavilion, Playground, Parking	5.6, 6.2, 6.3, as applicable	Daily/Weekly/ Monthly
D 36.a.	Southwest Meadows Sanctuary Park ("SWMSP")	25.5 Acres	Fencing 3 Other amenities planned	6.3	Weekly
D 36.b.	Southwest Meadows Sanctuary Park Landscape Area ("SWMSP-LS")	1 Acre	Not applicable (Included solely for continuity of Zones/locations context)	N/A	N/A
D 37.a.	Rolling Oaks Park ("ROP")	45.5 Acres; 3861 sq. ft. under air	Community Room, Meeting Room, Restroom, Parking Lot, 2950 Linear Ft. of Vinyl Fencing	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/ Monthly
D 37.b.	Rolling Oaks Park Butterfly Garden ("ROP-BG")	1 Acre	Fitness Circuit	5.6, 6.2, 6.3, as applicable	Daily/Weekly
D 38.	Frontier Trails Park ("FTP")	30 Acres	Fencing, Picnic Pavilion, Sidewalk	5.6, 6.2, 6.3, as applicable	Weekly
D 39.	Town Hall ("TH")	< 2 Acres; 10500 sq. ft. under air	Approx. 10,000 Sq. Ft. Administrative Office Building w/ Meeting Chambers, Parking Lot, Sidewalks ⁴	5.6, 6.2, 6.3, as applicable, if added to schedule	As needed
D 40.	Public Safety Facility ("PSF")	< 1 Acre; 2880 sq. ft. under air	Modular and permanent buildings, Parking Lot, Sidewalks ⁴	5.6, 6.2, 6.3, as applicable, if added to schedule	As needed

D 41.	Stirling Rd. at SW	1.6 Acres	Fencing	6.3 inspection and	Weekly
	185 Way "pocket park" ("PP")		No other amenities planned at this time	reporting	
D 42.	Country Estates Park ("CEP")	16 Acres	Restroom, Picnic Pavilion, Playground, Parking Lot, Sidewalks	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/ Monthly
D 43.	Broadwing Building ("BWB")	1.77 Acres	Storage building and fencing ⁴	5.6, 6.1-6.3, as applicable, <u>if added</u> to schedule	Monthly

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

- 1. As applicable, based on Maintenance Service Categories needed for amenities on site
- 2. Probable future addition to Contract. As applicable, based on Maintenance Service Categories needed for amenities planned when added due to completion of construction and opening of facility to public use
- 3. Possible future addition to Contract. As applicable based on Maintenance Service Categories needed for amenities on site; <u>if added</u> due to completion of construction and opening of facility to public use.
- 4. Potential for future addition to contract. As applicable based on Maintenance Service Categories needed for amenities on site; if added to Contract.

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL): PARKS AND OTHER FACILITIES MAINTENANCE

Service Category	Location/Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	33	Trailside Park ¹ -	\$	\$
D	34	Sunshine Ranches Equestrian Park-	\$	\$
D	35	Calusa Corners Park ¹ -	\$	\$
D	36.a.	Southwest Meadows Sanctuary Park ² -	\$	\$
D	37.a.	Rolling Oaks Park-	\$	\$
D	37.b.	Rolling Oaks Park Butterfly Garden Maintenance ¹ -	\$	\$
D	38	Frontier Trails Park ¹ -	\$	\$
D	39	Town Hall ⁴ -(10,500 sq. ft.)	\$	\$
D	40	Public Safety Facility ⁴ -(2,880 sq. ft.)	\$	\$
D	41	Stirling Rd. at SW 185th Way "pocket park" 1-	\$	\$
D	42	Country Estates Park-	\$	\$
D	43	Broadwing Building ¹ -	\$	\$

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

- 1 As applicable, based on Maintenance needed for amenities on site
- 2 Probable future addition to Contract.
- 3 Possible future addition to Contract.
- 4 Potential for future addition to contract. Proposer may offer "unit price per square foot.

GRAND TOTAL – MAINTENANCE PROPOSAL: PRICE LIST BY	
ZONE (BASE PROPOSAL):	\$

PROPOSER'S SIGNATURE:	 COMPANY NAME:_	

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL): PARKS AND OTHER FACILITIES MAINTENANCE

Service Category	Location/Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	33	Trailside Park ¹ -	\$	\$
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D	35	Calusa Corners Park ¹ -	\$	\$
D	36.a.	Southwest Meadows Sanctuary Park ² -	\$	\$
D	37.a.	Rolling Oaks Park-	\$	\$
D	37.b.	Rolling Oaks Park Butterfly Garden Maintenance ¹ -	\$	\$
D	38	Frontier Trails Park ¹ -	\$	\$
D	39	Town Hall ⁴ -(10,500 sq. ft.)	\$	\$
D	40	Public Safety Facility ⁴ -(2,880 sq. ft.)	\$	\$
D	41	Stirling Rd. at SW 185th Way "pocket park" 1-	\$	\$
D	42	Country Estates Park-	\$	\$
D	43	Broadwing Building ¹ -	\$	\$

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

- 1 As applicable, based on Maintenance needed for amenities on site
- 2 Probable future addition to Contract.
- 3 Possible future addition to Contract.
- 4 Potential for future addition to contract. Proposer may offer "unit price per square foot.

GRAND TOTAL – MAINTENANCE PROPOSAL: PRICE LIST BY	
ZONE (BASE PROPOSAL):	\$

PROPOSER'S SIGNATURE:	 COMPANY NAME:	



= town park or property

Zone 33 Trailside Park: 12498 Griffin Road
Zone 34 Sunshine Ranches Equestrian Park: 5840 SW 148 Avenue
Zone 35 Calusa Corners Park: 4701 Hawke's Bluff Avenue (SE Corner Griffin Road at SW 160 Avenue/Dykes Road)
Zone 36.a. Southwest Meadows Sanctuary Park: SW Corner Griffin Road at SW 160 Avenue/Dykes Road)
Zone 36.b.Southwest Meadows Sanctuary Park: (planted areas of property above)
Zone 37.a. Rolling Oaks Park: 17630 SW 56 Street
Zone 37.b. Rolling Oaks Park butterfly garden
Zone 38. Frontier Trails Park: SW 193rd Lane at SW 51 Manor
Zone 39. Town Hall: 13400 Griffin Road
Zone 40. Public Safety Facility: 17220 Griffin Road
Zone 41. Stirling Rd. at SW 185 Way "Pocket Park"

Zone 41. Stirling Rd. at SW 185 Way "Pocket Park" Zone 42. Country Estates Park: 18900 Griffin Road Zone 43. Broadwing Building: 20951 Griffin Road







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Exhibit "B"



CONTRACT RENEWAL

This Renewal Agreement ("Agreement") is made and entered into as of _______, 2025 by and between the Town of Southwest Ranches, with its principal office located at 13400 Griffin Road, Southwest Ranches, FL 33330 ("Town"), and Reliance Contractors, Inc. with its principal office located at 200 SE First Street Ste 306, Miami, FL 33131 ("Vendor").

WHEREAS, pursuant to Resolution No. 2020-039, on May 14, 2020, the Town and the Vendor entered into an agreement (the "Original Agreement") for the provision of Town-Wide Facilities Maintenance services:

WHEREAS, this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Facilities Maintenance services for an additional five (5) year term, beginning on May 14, 2025;

WHEREAS, in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year;

WHEREAS, an immediate 3.5% Consumer Price Index (CPI) adjustment is to be activated;

WHEREAS, for the fiscal year of October 1, 2025 to September 30, 2026, Reliance Contractors, Inc. will provide Townwide Facilities Maintenance services for an annual base fee of \$62,721.00;

WHEREAS, additional services that may be requested per the RFP pricing menu will also have the 3.5% Consumer Price Index (CPI) adjustment applied;

WHEREAS, any proposed fee increases for maintenance services beyond the fiscal year ending September 30, 2026, must be submitted at least ninety (90) days before the annual renewal date and shall be limited to the Consumer Price Index (CPI) adjustment, with a maximum increase of 5%, subject to the sole discretion of the Town Administrator:

WHEREAS, the Town and the Vendor desire to renew the Original Agreement under the terms and conditions set forth herein and approved via Resolution No. 2020-039;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Renewal Term**: The term of the Original Agreement is hereby extended for an additional five (5) year term, beginning on May 14, 2025.
- 2. **Compensation**: The Town shall pay the Vendor as outlined above.
- 3. **Scope of Services/Goods**: The Vendor shall continue to provide the services/goods as outlined in the Original Agreement. Any modifications to the scope of services/goods must be agreed upon in writing by both parties.
- 4. **Terms and Conditions**: All terms and conditions of the Original Agreement, except as expressly modified by this Agreement, shall remain in full force and effect during the Renewal Term.

- 5. **Notices**: Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, or by overnight delivery service to the addresses set forth above.
- 6. **Miscellaneous**: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by both parties. Vendor agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement as of the day and year first above written.

TOWN OF SOUTHWEST RANCHES	RELIANCE CONTRACTORS, INC
By:	By:
Name: Russell Muniz	Name:
Title: Town Administrator	Title:
Date:	Date:
1001 029 2025	



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

Russell C. Muniz, ICMA-CM, 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: December Lauretano-Haines, PRF Director

DATE: 4/24/2025

SUBJECT: Contract Renewal Townwide Parks and Property Maintenance

Recommendation

Council approval is requested to approve the first modification extending the Agreement with EDJ Service, LLC for Town-Wide Parks and Property Maintenance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

B. Enhanced Resource Management

Background

The Town's current 5-year contract for Town-Wide Parks and Property Maintenance will expire on May 13, 2025. Town-Wide Parks and Property maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 15 years.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget — General Fund account #001-3600-572-46040 (Grounds Maintenance). In order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal

year 2025 and run through the end of the 2026 fiscal year (09/30/2026). The portion of this extension that comprehends FY 2026 will be included as part of that year's approved budget.

Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	4/11/2025	Executive Summary
Resolution	4/11/2025	Resolution
Exhibit "A" Original Agreement	4/8/2025	Backup Material
Exhibit "B" Agreement	4/11/2025	Agreement



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 Bob Hartmann, Vice Mayor Jim Allbritton, Council Member Gary Jablonski, Council Member David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council

THRU: Russell Muniz, Town Administrator

FROM: December Lauretano-Haines.

Parks Recreation and Forestry Director

DATE: April 24, 2025

SUBJECT: A Resolution to approve a Contract Renewal, extending the Agree-

ment with EDJ Service, LLC for Town-Wide Parks and Property

Maintenance Services

Recommendation

Council approval is requested to approve the first modification extending the Agreement with EDJ Service, LLC for Town-Wide Parks and Property Maintenance.

Strategic Priorities

This item supports the following strategic priorities as identified in the Town's adopted strategic plan.

B. Enhanced Resource Management

Background

The Town's current 5-year contract for Town-Wide Parks and Property Maintenance will expire on May 13, 2025. Town-Wide Parks and Property maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 15 years.

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(09/30/2026). The portion of this extension that comprehends FY 2026 will be included as part of that year's approved budget.

Staff Contact:
December Lauretano-Haines, Parks Recreation and Forestry Director

RESOLUTION NO. 2025-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND EDJ SERVICE, LLC FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2020-038, on May 14, 2020, the Town and EDJ Service, LLC (the "Vendor") entered into an agreement (the "Original Agreement") for the provision of Town-Wide Parks and Property Maintenance services; and

WHEREAS, the initial five (5) year term of the Agreement will expire on May 13, 2025; and

WHEREAS, Section 1.3 of Exhibit "A" to the Agreement allows extensions not to exceed a total of 15 years; and

WHEREAS, this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Parks and Property Maintenance services for an additional five (5) year term, beginning on May 14, 2025; and

WHEREAS, in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year; and

WHEREAS, the Agreement provides for proposed fee increases with a maximum increase of 5% annually, subject to the sole discretion of the Town Administrator; and

WHEREAS, the Vendor has proposed a 2.75% Consumer Price Index (CPI) adjustment; and

WHEREAS, the Town and the Vendor desire to renew the Original Agreement; and

WHEREAS, the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with EDJ Service, LLC for five years, specifically through September 30, 2030, under the terms and conditions set forth herein and approved via Resolution No. 2020-038;

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

<u>Section 1.</u> Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

<u>Section 2.</u> Approval. The Town Council hereby approves the Contract Renewal extending the Agreement between the Town of Southwest Ranches and EDJ Service, LLC for Town-Wide Parks and Property Maintenance services for an additional (5) year term, specifically through September 30, 2030.

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

<u>Section 4.</u> Effective Date. This Resolution shall become effective immediately upon adoption.

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

ches, Florida, thisday of <u>Apri</u>	<u>l</u> , 2025, on a motion by	and
onded by	.	
Breitkreuz Hartmann Allbritton Jablonski Kuczenski	Ayes Nays Absent Abstaining	
	Steve Breitkreuz, Mayor	
ATTEST:		
Debra Ruesga, CMC, Town Cler	k	

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney 1001.022.2025

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RESOLUTION NO. 2020 - 038

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF EDJ SERVICE, LLC AS THE LOWEST PRICED MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE PARKS AND **PROPERTY** MAINTENANCE **SERVICES**; **APPROVING** AGREEMENT WITH EDJ SERVICE LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE **TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES TO** APPROVING A FY 2019-2020 **BUDGETARY** APPROPRIATION FROM THE GENERAL FUND; APPROVING AN ADDITIONAL EXPENSE NOT TO EXCEED \$5,700.00 (FIVE THOUSAND, SEVEN HUNDRED DOLLARS AND ZERO CENTS) FOR THE PRORATED CONTRACTUAL INCREASE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in December 2019, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 20-007 seeking Town-Wide Park and Property Maintenance Services; and

WHEREAS, on January 28, 2020, the Town received proposals from six responsive and responsible proposers; and

WHEREAS, on February 4, 2020, at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the six (6) proposals, and ranked EDJ Service, LLC as the lowest priced most responsive and responsible proposer; and

WHEREAS, the Town Council hereby approves the ranking of the SC and authorizes the Town Administrator to enter into an agreement with EDJ Service, LLC; and

WHEREAS, the project is underfunded in the current fiscal year 2019-2020, and the Town desires to provide funds for this project from its General Fund Unassigned Fund Balance; and

WHEREAS, EDJ Service, LLC and the Town desire to enter into an Agreement for the provision of Town-Wide Parks and Property Maintenance Services under the terms and conditions set forth hereinafter;

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.** After reviewing all the information provided, the Town Council hereby approves the selection of EDJ Services, LLC as the lowest priced most responsive and responsible proposer for Town-Wide Park and Property Maintenance Services.
- **Section 3.** The Town Council hereby approves an Agreement between the Town of Southwest Ranches and EDJ Service, LLC in substantially the same form as that attached hereto as Exhibit "B", for Town-Wide Park and Property Maintenance Services.
- **Section 4.** In accordance with the Town Charter and the budget adopted in Ordinance No. 2019-002, the FY 2019-2020 budget is hereby amended by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$5,700.00; and the General Fund: PROS Department Ground Maintenance Parks expense account 001-3600-572-46040 is hereby increased in the amount of \$5,700.00.
- **Section 5.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with EDJ Service, LLC in substantially the same form as that attached hereto as Exhibit "B" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution

Section 6. This Resolution shall take effect July 1, 2020.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of May 2020, on a motion by Vin Schroeder and seconded by Vin Hartmann.

McKay	Ues	Ayes	_5_	
Schroeder	Ges	Nays	•	
Amundson	Ues	Absent	-	
Hartmann	ules			
Jablonski	Uko			
	0		h/C//	
		MA	W////////	
		Doug McK	ay, Mayor	

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

36944166.1



AGREEMENT BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

EDJ SERVICE, LLC

FOR

RFP NO.: 20-007
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

AGREEMENT FOR RFP No.: 20-007

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this day of <u>May</u> 2020 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and EDJ Service, LLC (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to maintain parks and property within Town ("Project"); and

WHEREAS, the Town advertised a Request for Proposals, RFP No. 20-007 on December 13, 2019 ("RFP"); and

WHEREAS, seven (7) proposals were received by the Town on January 28, 2020; and

WHEREAS, the Town has adopted Resolution No. 2020-037 at a public meeting of the Town Council approving the recommended award and has selected EDJ Services, 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

- Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP 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 RFP, the Contractor's Proposal, 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 workman practices for parks and property maintenance performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal 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 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

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

performance of the Work have likewise been included and accounted for within the Contract Price.

1.4 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

"RFP No.: 20-007 TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

- 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 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

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, \$129,820.44 Dollars (One hundred twenty nine-thousand, eight hundred twenty dollars and forty-four cents) ("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 amounts 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

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

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.

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 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 RFP.
- 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 Broward County

And

Broward County Board of County Commissioners 115 S Andrews Avenue Fort Lauderdale, FL 33301

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

- 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 One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - B. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: 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 nonowned 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

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

- D. <u>ENVIRONMENTAL POLLUTION INSURANCE</u>: The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage is acceptable.
- 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. Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard, Suite 1000 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 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

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

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

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, 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.

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 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 RFP 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 RFP 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: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/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. <u>Termination by Mutual Agreement</u>. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- Termination for Convenience. В. 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.

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

- 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. <u>Immediate Termination by Town.</u> 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Proposal 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 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 at Section 2.4.

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Keith M. Poliakoff, Esq. Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard Suite 1000

Fort Lauderdale, Florida 33301

If to Contractor:

Evelyn Pagni, President EDJ Services, LLC 4861 SW 106th Avenue Davie, Florida 33328

Section 33: Miscellaneous

A. <u>Ownership of Documents</u>. 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 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. <u>Independent Contractor</u>. 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.** <u>Materiality and Waiver of Breach</u>. 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. <u>Joint Preparation</u>. 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. <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- **I.** <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

- **J.** <u>Binding Authority</u>. 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.** <u>Truth-in-Negotiation Certificate</u>. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: EDJ SERVICES LLC, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 4¹⁴day of March-2020.

WITNESSES:

Evelyn Pagni, President

EDJ Services, LLC

ONTRACTOR

_____ day of March 2020

TOWN OF SOUTHWEST RANCHES

By:

May May 2020

By:

Andrew D. Berns, Town Administrator

day of March, 2020

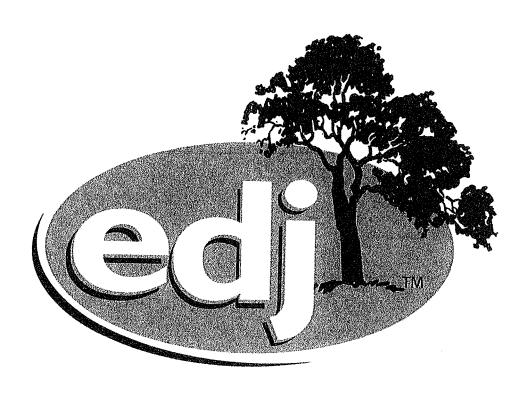
Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

EXHIBIT "A-1"

(Contractor's Proposal attached)



Proposal: Number: RFP No. 20-007 Town-Wide Parks and Property Maintenance Services

EDJ TREE SERVICE LLC/EDJ TREE SERVICE LLC

Nursery: 4861 SW 106TH AVENUE, DAVIE, FL 33328 Business Office: 1700 SW 68th Avenue, Plantation, FL 33317

Telephone: (954) 791-4167 Facsimile: (954) 530-4722 Email: edjservice@aol.com Website: www.edjservice.com



4861 SW 106711 AVENUE DAVIE, PLORIDA 33317 PHONE: (954) 791-4167 FAX: (954) 887-5618 FMAIL: edjservice@ad.com

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE PLAN RFP NO. 20-007

Prepared by: Rick Blaha

Proposed Management Plan:

Successful development requires careful planning, our staff apply critical thinking, great communication and extensive knowledge to every phase of the project. Our approach with Lawn Maintenance is based on the most current and efficient Industry practices.

Our laborers are provided with on the job training to ensure that they understand the expectations of each customer and knowing how to operate equipment properly.

As the Operations Manager I perform field inspections to ensure that our quality and safety procedures are being implemented and having the experience with city accounts has helped edj Service and myself understand how to best maintain Southwest Ranches.

Lawn Mowing:

- a) One crew of 2 to 3 employees with
 - 1 Groundsmaster 4000D 11ft finishing mower
 - 1 Groundsmaster 7500D 96" zero turn
 - > 1 John Deere 60" zero turn mower.

We currently have 2 crews for this task. These crew's main responsibility is to go out and mow all the parks and have everything mowed for the finishing crew that will be behind them. We currently have 3 Groundsmaster 4000D's as well as over 25 zero turns in our fleet.

- b) The finishing crew consist of:
 - 6 to 7 men with a 24ft trailer consisting of
 - 2 to 3 zero turns
 - > 136" zero turn
 - > 1 ride on blower
 - 6 weedeaters
 - 3 edger's
 - 5 backpack blowers, and
 - > 2 to 3 hedge trimmers.

we currently have 6 crews for this task. This crew is responsible for weed eating, edging, mowing any areas the mow crew could not get, and blowing off all areas.

Hedges and Beds

- a) 10-man crew consisting of:
 - > 7 hedge trimmers
 - > 3 pole saws
 - 7 backpacks sprayers and
 - 3 blowers.

The crews' sole responsibility is to maintain hedges and beds, edj has noticed through the years that having a separate crew to maintain the hedges and beds provides a much better result than trying to have the finishing crew do everything. This is not to say the finishing crew does not do hedges, they do those as well when needed



4861 SW 1067¹¹ AVENUE DAVIE, FLORIDA 53317 PHONE: (954) 791-4167 FAX: (954) 887-5618 EMAIL: edjsentice@aul.com

Bushog

The very large areas of the parks such as Southwest Meadows and Rolling Oaks edj will use their John Deere 5100E tractor pulling a 15ft Schulte batwing bushog. It was noticed upon inspections of the parks that this is what the present contractor has been doing and with such large areas this seems to be the appropriate choice.

Edj will be utilizing 1 mow crew and 1 to 2 finishing crews to maintain all the parks. Depending on weather and growing conditions we may implore more crews to get the parks done.

Edj Operations Site

Our nursery located in Davie consist of a fully equipped mechanic shop with two in-house full time Mechanics responsible to perform routine maintenance and all needed repairs, we have spare vehicles and equipment as vehicles come in for routine maintenance or need to have unforeseen maintenance work performed, having our own mechanic shop and spare vehicles and equipment keeps our business running and on schedule.

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

Service Category	Location/ Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies")
D	33	Trailside Park 4 acres	\$ 83 84	\$ 6812 16
D	34	Sunshine Ranches Equestrian Park	\$119363	\$ 31034 38
D	35	Calusa Corners Park	\$ 38206	\$ 7.641.20
D	36a.	Southwest Meadows Sanctuary Park 26 acres	\$899 59	\$ 10,79508
D	36b.	Southwest Meadows Sanctuary Park Landscaped areas, weed control 1 acre	\$ 61	5,107 52
D	37a.	Rolling Oaks Park 44.5 acres	\$ 1447 76	\$ 34 74/24
D	37b.	Rolling Oaks Park Butterfly Garden, weed l acre	\$ 52	\$ 7,952.64 \$ 1,10136
D	38.	Frontier Trails Park 30 acres	\$ 92.28	\$ 110736
D	39.	Town Hall 2 acres	\$28103	\$ 6,74448
D	40.	Public Safety Facility <1 acre	\$20694	\$ 4.96656
D	41.	Stirling Rd. at SW 185 Way "pocket park" 1.6 acres		\$ 3,004 48
D	42.	Country Estates Fishing Hole Park 16 acres	\$ 334 46	\$ 8.02704
D	42b.	Playground ant bait <1acre	\$ 115-68	\$ 1,388 16
)	43.	Broadwing Building 1.7 acres	\$ 8219	\$ 493,14

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

GRAND TOTAL – MAINTENANCE PROPOSAL:

PRICE LIST BY ZONE (BASE PROPOSAL): \$ 129, 820,44

PROPOSER'S SIGNATURE: **AUGUETE **AUGUETE***

COMPANY NAME: **LOJ SUMMED **LUETE***

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

**GRAND TOTAL – MAINTENANCE PROPOSAL:

PROPOSER'S SIGNATURE: **AUGUETE*

COMPANY NAME: **LOJ SUMMED **LUETE

LUETE*

COMPANY NAME: **LUETE

LUETE*

LUETE

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

CONTRACTOR'S PROPOSAL FOR AUXILIARY SERVICES

Item No.	Services	Unit	Unit Price
1	Parks and Other Town Property Mowing, Trimming and Maintenance		\$ 126 80
2	Parks and Other Town Property Mowing Only Maintenance	Per Acre	\$ 9216
3	String Trimming Only Maintenance	Per Linear Foot	\$,06
4	String Trimming Only Maintenance	Per Square Foot	\$,28
5	Shrub Trimming Only Maintenance	Per Square Foot	\$.28
6	Weeding Only Maintenance	Per Square Foot	\$.15
7	Edging Only Maintenance	Per Linear Foot	\$.03
8	Line of Sight/Brushback	Per Square Foot	\$.52
9	Herbicide spraying	Per Square Foot	\$,24
10	Fire Ant Control Service	Per lb. in place	\$,50
11	Laborer/Groundskeeper	Per hour 8:00 a.m 4:30 p.m., Mon-Fri	
12	Laborer/Groundskeeper	Per hour for all other times	\$ 4201
13	Supervisor/Foreman	Per hour 8:00 a.m 4:30 p.m., Mon-Fri	\$ 4626
14	Supervisor/Foreman	Per hour for all other times	\$ 4952
15	Certified Arborist	Per hour 8:00 a.m 4:30 p.m., Mon-Fri	\$ 9250
16	Certified Arborist .	Per hour for all other times	\$ 117,50
17	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per hour =	\$ 74 ³⁸
18	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per day =	595-04
19	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per week =	2,975-
20	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per month =	\$ 80 11,900
21		Per hour =	\$ 112 32

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

1 00			
22	Combination Front End Loader and	Per day =	\$ <1
	Backhoe with a minimum operating		29000
	weight of 13,000 lbs., with operator		010
23	Combination Front End Loader and	Per week =	\$, , 80
	Backhoe with a minimum operating		12 200 -
-24	weight of 13,000 lbs., with operator		17, 170
24	Combination Front End Loader and	Per month =	\$ 20
	Backhoe with a minimum operating		111011-
25	weight of 13,000 lbs., with operator		11,711
25	Min. 15,000 GVM Dump Truck with	Per hour =	\$ 01/38
26	Operator Min 15 000 GV/M P		87-
20	Min. 15,000 GVM Dump Truck with	Per day =	\$17504
27	Operator Min 15 000 CVM Days To 1 32		610
2'	Min. 15,000 GVM Dump Truck with Operator	Per week =	18727(20)
28			2,0/0
20	Min. 15,000 GVM Dump Truck with Operator	Per month =	\$110010
29	Watering Truck with Operator	Per hour =	16,016
2)	watering Truck with Operator	Per nour =	\$ 10268
30	Watering Truck with Operator	Day 4	109 -
30	Watering Truck with Operator	Per day =	\$07944
31	Watering Truck with Operator	Per week =	00/
	Watering Truck with Operator	Per week =	\$411/020
32	Watering Truck with Operator	Per month =	11/72
33	Hydraulic Bucket Truck with a reach of	Per hour =	\$ 16,5885
	55', with operator	r et nout –	12879
34	Hydraulic Bucket Truck with a reach of	Per day =	\$ 32
	55', with operator	i ci day –	10303
35	Hydraulic Bucket Truck with a reach of	Per week =	\$ - 60
	55', with operator	1 CI WCCK —	5/5/60
36	Hydraulic Bucket Truck with a reach of	Per month =	\$ 2/1
	55', with operator	1 of month	20/0/4
37	Mowing of turf area – Acreage	Per acre=	\$ 9862
38	Melaleuca Mulch	Per Cubic Yard installed	\$ 41.00
39	Bahia Sod per pallet furnished & installed	Per pallet furnished &	\$ 41.00
ļ	The provided to mounted	installed	41000
40	St. Augustine Sod per pallet furnished &	Per pallet furnished &	\$ 11.00
	installed	installed	1041500
41	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$ 5000
42	15-0-15 - 50% sulphur coated, with	Per 50 lb. in place	
	Talstar	1 of 50 to. III place	\$ 5500
43	Micronutrients: Manganese, in granular	Per lb. in place	\$,00
	form	tor to, in place	\$ 600
			1 6

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

44	Micronutrients: Magnesium, in granular form	Per lb. in place	\$ 600	
45	Removal & Proper disposal of debris	Per Cubic Yard	\$ 9268	
46	Sunshine Ranches Equestrian Park Additional Ring and Trail dragging	Per Service	\$ 14286	
47	Re-set downed/wind thrown tree	Per Tree	\$ 22500	
48	Staking – root ball staking (preferred method)	Per Tree	\$ 7500	
49	Staking and guying - board and batten materials (3" caliper or greater)	Per Tree	\$ 75 00	
50	Staking and guying - lodge poles and sisal materials (3" caliper or less)	Per Tree	\$ 6500	
51	Removal of exotic/hazard tree	Per Caliper inch of trunk	\$ 5375	
52	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	% 2.65% X Cox & Plant.	\$	
Miscellaneous Code Enforcement Maintenance				
53	Mowing/trimming maintenance	Per Individual Proposal		

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, services, materials equipment, etc., to perform Town Wide Parks and Property Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE

PROPOSER'S NAME:

COMPANY NAME

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

The quantities indicated in the Proposal Forms are estimates of the work and intended for evaluation purposes. The Town does not guarantee the quantities shown on the Proposal form. Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

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

The Proposer shall furnish prices for all Proposal items. Failure to do so may render the Proposal invalid and cause its rejection. Also, evidence that the Proposer holds appropriate licenses to perform the Work which is the subject of this Proposal, and as required by Florida Statutes and Local law, must be submitted along with the Proposal. Proposers must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All applicable federal, state and local taxes, and insurance are included in the Proposal price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

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

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

PROPOSER INFORMATION ADDRESS: < FEIN: 2*36 430* state or count LICENSE NUMBER: 2 LICENSE TYPE; (Attach copy of license) LICENSE LIMITATIONS, IF ANY: (Attach a separate-sheet, if necessary) LICENSEE SIGNATURE LICENSEE NAME: PROPOSER'S SIGNATURE: PROPOSER'S NAME: PROPOSER'S ADDRESS: / PROPOSER'S PHONE NUMBER: Office: By: Address of Corporation/Entity Signature of President or Authorized Principal ML (If the Proposer is a Corporation, affix corporate seal)

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX B DISCLOSURE OF OWNERSHIP INTEREST

TOWN OF SOUTHWEST RANCHES OFFICIALLY DESIGNATED REPRESENTATIVE STATE OF FLORIDA COUNTY OF CLOWAL undersigned authority, this day personally appeared , hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows: Affiant appears herein as: 1. [] an individual or EDJ SERVICE U.C. [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. Affiant's address is: 2.

- 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 profit 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

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.

AFFIANT FURTHER SAYETH NAUGHT.	
	July R Dyni
	EVELYN R PAGNI, Affiant (Print Affiant Name)
Phe foregoing instrument was acknowledge function, 20 00, by Evelyn personally known to me or [] who has produce did take an oath.	ged before me this <u>/6 th</u> day of R Pagni , [] who is d.F.lornda Privas Livense as identification and who
Shaqla Desroches State of Florida My Commission Expires 02/20/2022 Commission No. GG 187977	Notary Public Shaqia Desroches (Print Notary Name) State of Florida at Large My Commission Expires: 02/20/2022

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

Disclosure of Ownership Interests

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, 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.

Name NICHAR	D BLAHA	1520 NW 100 Way	Plantation, FL

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES
RFP NO. 20-007

APPENDIX C DRUG FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 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 proposal 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 proposal, 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.

PROPOSER'S SIGNATURE:

PROPOSER: EDJ Service LLC

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RFP 20-007

36186950.1 36223274,1

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX D 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 for whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida 2. 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 proposal, 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. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida 3. 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 trail 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. 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

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal 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

[Signatures on next page]

ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

PROPOSER: EDJ SÉRVICE LLC BY MULLY & RAGNI (Printed Name) Current Resouler (Title)
Sworn to and subscribed before me this 16 day of June 20
Personally known
Or Produced Identification Florida Drivers License
(Type of Identification)
Notary Public - State of Tloy ida
Shagia Ladrecker
Notary Signature
My Commission Expires 02/20 /2022
(Printed, typed, or stamped commissioned name of notary public)
Shaqia Desroches State of Florida My Commission Expires 02/20/2022 Commission No. GG 187977

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES
RFP NO. 20-007

APPENDIX E

NON-COLLUSION AFFIDAVIT
State of flareda)) ss:
County of Diperary
being first duly sworn deposes and says tha
(1) He/She is the Ole College (Owner, Partner, Officer, Representative of Agent) of FAT SERVICE (Owner, Partner, Officer, Representative of submitted the attached Proposal;

- (2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal 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 Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer 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 TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

PROPOSER: ENT SERVICELLO
By They Hope .
EVELYN R. PAGNI
(Printed Name) Outle Asiseder
(Title)
Sworn to and subscribed before me this 16 day of the near 15, 20 00
Personally known
Or Produced Identification Florida Drivers License
(Type of Identification)
Notary Public - State of Florida
Notary Signature
Hotaly Signature
My Commission Expires $02/20/2027$
(Printed, typed, or stamped commissioned name of notary public) Shaqia Desroches State of Florida My Commission Expires 02/20/202 Commission No. GG 187977

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX F CERTIFICATE OF AUTHORITY
State of Hereka)
HEREBY CERTIFY that Coll (p) State LMC, is hereby authorized to execute the Proposal dated are 28 2020; to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of the Company Name)
N WITNESS WHEREOF, I have hereunto set my hand this <u>3</u> day of <u>fax</u> , 20 <u>26</u> .
Dince EBloke Secretary:
(SEAL)

PROPOSER: EDJ SERVICE UC

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX G CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of <u>Hordan</u>)
County of <u>Inewall</u>) ss:
I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of 1000 held on 1/2, 2020 the following resolution was duly passed and adopted:
"RESOLVED, that Ollegic Light, as President of the Corporation of authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, Ollegic No. 28, 2020 to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."
I further certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this day of day of the Secretary:
(SEAL)
PROPOSER: LOT SERVICE LLC

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX J PROPOSAL BOND

Bond	nd No	
PRO	OPOSAL BOND	Pashiers Check
State	e of)	Cashers Alik
) ss:	
Coun	inty of)	
KNO	OW ALL MEN BY THESE PRESEN	TS, that we,
	, as Principa	l, and
the pa	Dollars (\$	Surety, are held and firmly bound unto the Town of ration of the State of Florida, in the penal sum of), lawful money of the United States, for to be made, we bind ourselves, our heirs, executors, severally, firmly by these presents.
THE (E CONDITION OF THIS OBLIGATION COMPANY COMPANY OF THIS OBLIGATION COMPANY OF THIS OBLIGATION OBLIGATION OBL	ON IS SUCH that whereas the Principal has submitted20 for:
	"RFP No.: 20-007: Town-wide	Parks and Property Maintenance Services"
NOW	W, THEREFORE,	
(a)	If said Proposal shall be rejected, o	r in the alternate
(b)	said Town the appropriate Contra bonds, and shall in all respects acceptance of said Proposal, then t in force and effect, it being expr	and the Principal shall properly execute and deliver to ct Documents, including any required insurance and fulfill all terms and conditions attributable to the his obligation shall be void; otherwise, it shall remain essly understood and agreed that the liability of the reunder shall in no event exceed the amount of this
heir so of eac	IN WITNESS WHEREOF, the abo several seals this day of ach corporate party being hereto af rsigned representative.	ve bonded parties have executed this instrument under, 20, the name and the corporate seal fixed and these presents being duly signed by its
	[Signatures on next page]	

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX K **GOVERNMENTAL CONTACT INFORMATION**

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

NAME OF AGENCY	ADDRESS	PHONE	CONTACT PERSON
		NUMBER	CONTRETTERBON
11 12 1			
Cety & Thangalers	750NW91 Re.	954	-L ()
actifothantation Rublie Works	Hantatia FL	49-335	Stere Rodgers
City & Plantale	ix 9151 NW2 SX	954	Olin Ol a 1
Parker Rec.		452-2511	Phil Goodrick
Town of Dance	1901 Orange Dr	954	Keren Montaldi
Public Works	Danie, FL	327-3943	Herest 11 portacoco
Cety of Parkelone	Danie, FL 6500 Parkeide Di	954	Kristine
sublic Works	Bukland, FL	757-4119	Veselinoria
City of Oakland A	3650 NE 12 Due	954	Lyzateth Fiore
Beisiere Seine	s Oaklund Pork FL	561-6190	Fiore
		954	One Ottain
Orange Rest	6591 SW 160Ave Southwest Ruxekes	680-3025	goe cruise

PROPOSER: <u>FOJ SERVICE LLC.</u>
"Please see attacked fro additional (o

RFP 20-007

36186950.1 36223274.1

MAILING: 1700 SW 6877 AVENUE PLANTATION FLORIDA 33317 PHONE: (954) 791-4167 PAX: (954) 587.5618



- SOUTH BROWARD DRAINAGE DISTRICT Contact: Mr. Joe Certin (954) 680-3025 Fax# (954) 680-3339 <u>JoeC@SBDD.org</u> Work Experience: 2010 to present Lawn maintenance of facilities and awarded various Citywide contracts to remove trees or Palms, remove vegetation, shrubs and grind stumps.
- City of Hollywood 2600 Hollywood Blvd. Hollywood, FL 33022
 Contact: Joshua Collazo 954 921 3043 <u>JCollazo@Hollywoodfl.org</u>. Since 2016 and ongoing City wide Tree trimming and Removals till 2022.
- 3. City of Margate 6199 NW 10th Street, Margate Fl. 33063 Contact: Ben Trapani – 954-975- 3306 <u>Btrapani@Margatefl.com</u> Since 2018-19 Ongoing Citywide Tree Trimming, Removal and Replacements
- 4. CITY OF PLANTATION Department of Public Works, 750 NW 91 Ave., Plantation, Florida. Contact Name: Steve Rodgers, Ph# (954)419-3305. Fax# (954) 452-2548. Srodgers@Plantation.org. Work Experience: Since 1981 to present and on- going, maintain Sunrise Blvd. in Plantation, medians and right-of-ways and also Peters Rd in Plantation, medians and right-of-ways. Tree trimming and tree Removal.
- 5. CITY OF PLANTATION- Department of Parks and Recreation, 9151 NW 2nd St., Plantation, Florida. Contact Name: Phil Goodrich 954-452-2511. Fax# (954) 452-2519. Work Experience: Since 1983 to present Maintained over 130 acres of Park, ball fields and common ground at Plantation Central Park. In 1993, awarded contract to do Plantation Sunset Park, Volunteer park and equestrian area and still maintaining them. Also have done Tree trimming and tree removals at these parks.
- 6. TOWN OF DAVIE Department of Public Works, 6901 Orange Dr., Davie, Florida. Contact Name:. Kevin Montaldi 954-327-3943 Fax# (954) 797-1246. Kevin.Montaldi@davie-fl.gov. Work Experience: Awarded numerous to present contracts to maintain various Parks throughout the Town and maintenance of roadways, medians and right-of-ways. We have also won several contracts to do various landscape installations, tree trimming and removals.
- 7. CITY OF COCONUT CREEK Parks and Natural Resources, 4800 West Copans Road, Coconut Creek, Florida 33063. Contact Name: John Teteris. Phone number (954) 448-1498. Contracted in 2008 to do Landscape Maintenance Services to Parks and roadsides in the South District and currently still under contract. Also tree trimming, removals, and tree installations.

- 8. CITY OF PARKLAND Public Works Department, 6500 Parkside Drive, Parkland, Florida, 33067. Contact: Kristine Veselinovic (954) 757-4119 kveselinovic@cityofparkland.org. Work Experience: Since 2012. Tree Trimming and removal. Installation of Palms and trees and bushhogging.
- 9. CITY OF OAKLAND PARK Leisure Services, 3650 NE 12th Avenue, Oakland Park, FL Contact Name: Lyzabeth Fiore 954-561-6190 Fax #(954) 630-4352. Since 1996 to 2019 have won numerous contracts to do maintenance medians, right-of-ways and Parks with tree trimming, removal and installation.
- Seminole Tribe of Florida Purchasing Dept. Susana Tromp 954 966 6300 X 11373
 Fax: 954-967-3571 <u>SusanaTromp@semtribe.com</u>. Just acquired agreement to do Tree Trimming and Removals at various Seminole tribes.
- 11. CITY OF BOCA RATON 201 W. Palmetto Park Road, Boca Raton, Fl. 33432 Contact: Wayne Johnson - 561-416-3439 WJOHNSON@MYBOCA.USA. Since 2016 - 2019 Ongoing Citywide Tree Trimming and Removal

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

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

TO THE TOWN OF SOUTHWEST RANCHES:

sole responsibility for compliance with all Health regulations, and agree to indemnify including its Council Members, officers	es and agrees that as Contractor for the Town of the Town of Southwest Ranches, Florida, we have the requirements of the Federal Occupational Safety and and hold harmless the Town of Southwest Ranches, and employees, from and against any and all legal to SERVICEUS failure to comply with such
Dance EBloke	EDJ SERVICE LLC
ATTEST	CONTRACTOR
	BX Thely X Jague
	EVELYN R. PAGNI
	Print Name
	Date:

PROPOSER: EDJ SFRVICE LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX M PROPOSER CONFIRMATION OF QUALIFICATIONS

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

At the time of the Proposal, the Proposer 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 Request for Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposers 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 Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal 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.

and that the Town shan gerelying on this representation with respect to a Contract award.
Proposer: Ally Ragic.
Proposer's Name: EDT SERVICELLC
Proposer's Address: 486/ Sw 106 Ave
Dane, FL 33328
Proposer's Phone Number: 954 791-4167
Proposer's Email: elypersece & ADL, Com
Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):
334-236430
40486
1655299

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

PROPOSER: EDT SERVICE LLC
State of Florida
County of Deward
The foregoing instrument was acknowledged before me this // day of // day of // day of // service // (Proposer), who is personally known to me or who has produced Florida Drivers License as identification and who did (did not) take an oath.
WITNESS my hand and official seal.
NOTARY Public Records of Brown County, Florida Notary Signature County, Florida
Shaqia Desroches State of Florida My Commission Expires 02/20/2022 Commission No. GG 187977

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

PROPOSER: FOT SERVICE LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX N PROPOSER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:
Project Name: Jawn & Tanbacape Maint. & Central lack &
Contract Amount: 300,000 Valuate
Contract Date: 1993 and Telell going
Client Name: City of Plantation Carps & Decreation
Address: 9/5/ Nw 2 mg N
Contact Person: Mr. Phil Godrich
Contact Person Tel. No.: 954 - 452 - 2511
Project Name Surx Paulalage Main. Parks
Contract Amount: \$445000
Contract Date: 30/9 and oxform
Client Name: Tolowof Waker - Public Works
Address: 6901 Orange Or. Daje
Contact Person: Kenn Montaldi
Contact Person Tel. No.: 914-327-3943

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES
RFP NO. 20-007

Project Name: Thurs of Tandes Cape Maint. Tanks of KOU
Contract Amount: 495:000
Contract Date: 2018 and Ongoing
Client Name: Coty of Starkfund - Tublic Works
Address: 6500 Barkide Dr. Parklure, FL
Contact Person: Disterie Veselenotei
Contact Person Tel. No.: 914 - 757 - 4/19
, , , , , , , , , , , , , , , , , , , ,

PROPOSER: EDT SERVICE LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX O SUB-CONTRACTOR LIST

In the form below, the Proposer shall list all Subcontractors to be used on this project if the Proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

CLASSIFICATION OF WORK	NAME	ADDRESS	
Fertilization 4 Best Ontrol	JKA Peoventral	1700 SW 59 Ave Plantation, FL 33	5317

PROPOSER: EDT SERVICE LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX P ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indi-	ate receipt of any addendum by initialing below for each addendum	received.
Addendum No.1 _	1 EP	
Addendum No.2	1 ER	
Addendum No.3		
Addendum No.4		

[Remainder of page intentionally left blank]

TOWN OF SQUTHWEST RANCHES, FLORIDA TOWN, WIDE RIGHT OF WAY MAINTENANCE SERVICES RFR NO. 20-007

APPENDIX R LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years: 1. Name and Location of project: Contact information for Project Owner 2, d, Email: 3, DamAGED Nature of Claim: 11-20-2015 4. Date of Claim:_ 5. Resolution Date of Claim and how resolved: Paid 6. If applicable: a. Court Case Number: b., County: C. State:

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RFP 20-008

PROPOSER:

Claim Number Inquiry

Page 1 of 2





Claim Details

Logged On As: fi21207 Robert Gonzalez

Logoff

Home

Go Back

Enter a Claim Number:	572829	ОК
-----------------------	--------	----

Med Eval	ì	Agent Alert	Underwriter Alert
PIP Reserve Action Form	PIP SIU Action Form Sub Open Report	U/W Inspection	Letter Writing
Blank Letter (Adjuster Letterhead)	Salvage Summary PD Check List	(IR web viewer)	Claims Memo to
Claims Memo to Adjuster	Property Opening/Closing Report	Medical Eval Memo	<u> </u>
	PIP Reserve Action Form Blank Letter (Adjuster Letterhead)	PIP Reserve Action Form Sub Open Report Blank Letter (Adjuster Letterhead) PIP SIU Action Form Sub Open Report Salvage Summary PD Check List	PIP Reserve Action Form Sub Open Report U/W Inspection Blank Letter (Adjuster Letterhead) Salvage Summary PD Check List (IR web viewer) Claims Memo to Property Opening/Closing Modical Sub Memore

Claim: 572829 EDJ SERVICE INC Status: CLOSED CLAIM , 1700 SW 68TH AVE, PLANTATION, FL 333175019

Adjuster

JEFF CUTTLE, AIC

Date Reported 05/11/2016

Manager JAY M. ARTHUR, AIC

Date of Loss 11/20/2015

PIP Specialist NOT APPLICABLE Sub Specialist NOT APPLICABLE

Date Closed 03/21/2017 Effective Date 04/09/2015

Sub Specialist NOT APPLICABLE Policy CPP 9521648

Expiration Date 04/09/2016

Member 892936

22330

Company FFB General

Agent

21207-ROBERT GONZALEZ, PA, LUTCF

County BROWARD

Description of Loss: INS BUSINESS HAS DMGED A PIPE AND PLUMBING ON THE PREMISES WHILE WORKING AND THERES WATER DMG. DETAILS ARE SCARCE.

Claimant: CITY OF OAKLAND PARK

Major Peril		Cause Loss	Reserves	Pavments	Expenses
COMB BI/PD	1000000	PROP DMG		\$ 1,474.47	

All Claimants Reserves Payment	ts Expenses
Claim Total \$ 1,4	474.47 \$ 0.00

Work Flow Entries (KLWF)

User Date	Reminder	Description	Worked

Coverage Information

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX R W-9

INSERT W-9

Form W-9

Request for Taxpayer

Give Form to the

	October 2018)	identification Mau	iber and Certifi	ication		request	er. Do	not
Depart	ment of the Treasury Il Revenue Service	A Co. 45				send to		
		► Go to www.irs.gov/FormW9 for	instructions and the late	est information.				
	I vaine las shown	on your income tax return). Name is required on this line	e; do not leave this line blank.			·		
	EDJ SERVICE							
	2 Business name/o	lisregarded entity name, if different from above	**************************************			*		
တိ	3 Check appropria	te box for federal tax classification of the person whose	nama is antarod on line 1. Ch					
page	following seven t	poxes.	name is entered on line 1. Ch	eck only one of the	4 Exempt	ions (codes a tities, not ind	apply on	ly to
č		l destructions						266
		☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate						
8 6	· -	Exempt na						
Print or type. c Instructions	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) S							
ž ž	Note: Check t	he appropriate hox in the line above for the tay classifier	diam of the street and a second		Exemption	from FATCA	renadir	20
ĘĔ	another LLC ti	Tat is not disregarded from the owner for H.S. foderal to	d from the owner unless the o	wner of the LLC is	code (if an		r roportii	19
a	is disregarded	from the owner should check the appropriate box for the	x purposes. Otherwise, a sing e tax classification of its own	le-member LLC that	acas (ii aii	<i>"</i>		
Print or type. Specific Instructions on	Other (see inst	ructions) >		o	Mindles to non	ounts maintained		
တိ	5 Address (number	street, and apt. or suite no.) See instructions.		Requester's name a			ouiside ine	0.5.)
99	4861 sSW 106T			rioquester s mairie a	nu address	(optional)		
0,	6 City, state, and Zi							
	DAVIE, FL 33							
ĺ	7 List account numb							
	dococite right	rate (optional)						
Par	T							
Par	Taxpay	er Identification Number (TIN)						
backu	our TIN in the app	ropriate box. The TIN provided must match the n	ame given on line 1 to avo	oid Social sec	rity numbe	er		
DUUNU	y wixindidilia, rori	ndividuals, this is generally your social security neter, or disregarded entity, see the instructions for		ora	T		Г	77
		er identification number (EIN). If you do not have :			-	-		
TIN, la	ter.	- Termination famous (Elity). It you do not have	a number, see How to get		J LL		LL	لــــــــــــــــــــــــــــــــــــــ
Note:	f the account is in	more than one name, see the instructions for line	1 Also san Minat Nama a	or and Employer i	dantificatio			7
Numbe	er To Give the Requ	rester for guidelines on whose number to enter.	i. Also see what Maille a	Tinployer i	1 I I	n number		4
				5 9 -	2 8	1 8 9	2 3	1
Part	Certific	ation	······································					<u></u>
	penalties of perjury							
		this form is my correct taxpayer identification nur						
		kup withholding because: (a) I am exempt from b subject to backup withholding as a result of a fail	ackup withholding, or (b) i	have not been no	lified by th	e Internal F	Revenue	e
	.,		sio to report an interest or	dividends, or (c) ti	ie ins nas	notinea m	e that I	am
3. I am	a U.S. citizen or ot	her U.S. person (defined below); and						
4. The I	FATCA code(s) ent	ered on this form (if any) indicating that I am exen	ant from EATCA reporting	In				
Certific	ation instructions.	You must cross out item 2 about if you have been	and the state of the state of					
you hav	e failed to report all	You must cross out item 2 above if you have been interest and dividends on your tax return. For real et of secured property, cancellation of debt, contributed	tottled by the IHS that you	are currently subje	ct to backu	ıp withholdi	ng beca	ause
acquisit	ion or abandonmen	t of secured property, cancellation of debt, contributed by the certification of the certification of the certification.	tions to an individual retirer	ioes not apply, For l	mortgage i	nterest paid	j, maata	
otner th	an interest and/divid	lends, you are not required to sign the certification,	but you must provide your	correct TIN. See the	instructio	ns for Part	ll later	
Sign	Signature of						,	
Here	U.S. person	(Allen & law	l	h				
				ite >		·		
Gen	eral Instru	ctions /	• Form 1099-DIV (divid	dends, including th	ose from s	stocks or m	nutual	
		he Internal Revenue Code unless otherwise	funds)			.,	- Caracar	
noted,	reierences are to t	ne internal Revenue Code unless otherwise	• Form 1099-MISC (va	rious types of inco	me, prizes	s. awards. o	or aross	s
- Tuture	developments Fo	r the latest information about developments	proceeds)				g. c.c.	_
CIALCU I	O FORIN WY-B BUG IT	S INSTRUCTIONS SUCh as legislation equated	 Form 1099-B (stock) 	or mutual fund sale	s and cer	tain other		
after the	y were published,	go to www.irs.gov/FormW9.	transactions by broker	'S)				
			• Form 1099-S (procee	eds from real estat	e transacti	ons)		
	ose of Form		• Form 1099-K (merch	ant card and third	party netw	ork transa	ctions)	
\n indiv	idual or entity (Forr	n W-9 requester) who is required to file an	• Form 1098 (home mo	ortgage interest). 1	198-F /stu	dent loon i	nteracti	
normat	ion return with the	IRS must obtain your correct taypayer	1098-T (tuition)	. Jugu Noroddy (1210	oon roan i	were21)	1
Jehning SSM) ir	auon number (TIN)	which may be your social security number	• Form 1099-C (cancel	ed debt)				
axpayeı	r identification num	dentification number (ITIN), adoption ber (ATIN), or employer identification number	• Form 1099-A (acquisi		nt of coor	rad proper	14	
EIIV), (O	report on an intorn	lation return the amount neid to you or other	Use Form W-9 only i					
mount	reportable on an in	formation return. Examples of information	alien), to provide your o	orrect TIN.	ison (inclu	iuing a resi	aent	
eturns i	iciade, but are not	limited to, the following.	If you do not return F		nuector vel	th a TINI	an matach	
rorm 1	099-INT (interest e	arned or paid)	pe subject to backup w	ithholding. See WI	nat is back	cup withhol	ding.	"
			lator	-			٠.	

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

> APPENDIX S PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

	1	ACORD CERTI	EICATE OF LIA	F) II I	155 C 20 a	6			
	PROD	UCER	FICATE OF LIA	BIL	IIAIM	SURAN	CE	1	10/01/2019
	Rob	ert Gonzalez Insurance Age	ency			ISSUED AS A MATTE NO RIGHTS UPON			
	Suit	0 S University Dr. e 105C				FICATE DOES NOT A BE AFFORDED BY TH			
		le, FL 33328			ł			FFUL	HOIES BELOW.
	INSUR	Service, LLC			INSURER	s affording c Florida Farm E	OVERAGE		NAIC#
	[1700	SW 68th Avenue			INSURER B:	i lottod i ditti E	ureau		02918
	Plan	tation, FL 33317			INSURER C:				
	COV	ERAGES			INSURER D:				
	THE	POLICIES OF INSURANCE LISTED	BELOW HAVE BEEN ISSUED TO						l
	MAY POL INSRIAC	POLICIES OF INSURANCE LISTED REQUIREMENT, TERM OR COND PERTAIN, THE INSURANCE AFFOI CICIES AGGREGATE LIMITS SHOWN TYPEOPINSURANCE TYPEOPINSURANCE	TION OF ANY CONTRACT OR O RDED BY THE POLICIES DESCRIE MAY HAVE BEEN REDUCED BY P	THER DO	RED NAMED OCUMENT W EIN IS SUBJE MS,	ABOVE FOR THE F TH RESPECT TO ECT TO ALL THE TE	POLICY PERIOD INDICATE WHICH THIS CERTIFICAT ERMS, EXCLUSIONS AND	D. NOT E MAY CONDI	WITHSTANDING BE ISSUED OR TIONS OF SUCH
		GENERAL LIABILITY	POLICYNUMBER	POL DA	LICY EFFECTIVE	POLICY EXPIRATION	PN	MITS	
ľ	۹ ٔ	COMMERCIAL GENERAL LIABILIT	Y				FACHOCCURRENCE	s	1,000,000
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L		GEN'L AGGREGATE LIMIT APPLIES PEI	1				PRODUCTS - COMPIOP AGO	s	2,000,000
		AUTOMOBILE LIABILITY					FRODUCTS COMPIOP AGO	3 5	2,000,000
F		ANY AUTO ALL OVWED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	5	1,000,000
		SCHEDULED AUTOS V HIRED AUTOS NON-OWNED AUTOS	ABF 1238898	04/	04/09/2019	9 04/09/2020	BODILY INJURY (Perperson)	5	
		- I I I I I I I I I I I I I I I I I I I					BODILY (NJURY (Per accident)	s	
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A		OCCUR CLAIMS MADE			1		EACH OCCURRENCE	5	1,000,000
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	OTHER	AL PROVISIONS below						5	
							L. DISEASE - POLICY LIMIT	5	
OESC	RIPTION	OF OPERATIONS / LOCATIONS / VEHICLES			ļ	1			1
MD.	3 Bull	lders, Inc. and others per wr ects to General Llability and	itten contract are listed on	NT/SPECI	AL PROVISIONS	3			
AAILLI	respi	ects to General Liability and	Automobile Liability.	auuillo	nai insure	eds on a prima	ry and non-contribut	ory b	asis
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OEIV.	HILLA	TE HOLDER		CANÓ	ELLATION				
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPI									
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND LIBOR THE MANAGE TO DO S									
		•		REPRE	SENTATIVES.	WINDLE Robert	Co	-n, 115	AO SINSON
COF	D 25 (2001/08)			X	T.Z. VODBIL	Gunzalez, PA		
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/	ACORD"	CER	TII	FICATE OF LIA	ABIL	ITY INS	LIRANO	`F	DATE	(MM/DD/YYYY)
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1	BELOW. THIS CERTIFICATE OF I	NSUR	ANCI	E DOES NOT CONSTIT	UTE A	CONTRACT	BETWEEN	THE ISSUING INSURE	R(S). AL	THORIZED
	REPRESENTATIVE OR PRODUCER,	AND 1	THE (CERTIFICATE HOLDER.						
	IMPORTANT: If the certificate hold	r Is a	n AD	DITIONAL INSURED, the	policy	(les) must ha	eve ADDITIO	NAL INSURED provision	ns or be	endorsed.
	If SUBROGATION IS WAIVED, subjethis certificate does not confer right	ct to I	ine ti	erms and conditions of	the poli	cy, certain p	olicies may	require an endorseme	nt. A st	atement on
PR	ODUCER SUNZ Insurance Solution	ns. Li	LC.	ID: (TLR)	CONT	ACT		np Department		
	C/O LLR of Bonita, Inc.			151 (1511)	PHONE	=	727-520-767	FAV	. 71	7 505 2052
	700 Central Ave, Suite 8 St. Petersburg, FL 3370	100			E-MAI	lo. Ext):			1: 14	27-525-3862
	Ott 1 Ctorsburg, 1 E 5570				ADDA	ADDRESS: Certs@encorehr.com INSURER(S) AFFORDING COVERAGE				
_					INSUR	INSURER A: SUNZ insurance Company				NAIC# 34762
	TLR of Bonita, Inc				INSUR					01102
1 1	EnterpriseHR				INSUR	INSURER C:				
1 3	700 Central Avenue Suite 500 St. Petersburg FL 33701				INSUR	ERD;				
١,	st. Petersburg PL 33701				INSUR	ERE:				
<u></u>	OVERAGES CI				INSURI	ERF:				
	THIS IS TO CERTIFY THAT THE POLICE	RHIF	LAI	E NUMBER: 48715017	AVE DEE	N IDOLIED TO		REVISION NUMBER:		
, ,	CERTIFICATE MAY BE ISSUED OR MA EXCLUSIONS AND CONDITIONS OF SUC	(PFK	IAIN	THE INSURANCE AFFORD	nen av	THE DOLLOR	C DECODINE	D DEPORTE TO OUR HOR ?	TO ALL T	HE TERMS,
INS	TYPE OF INSURANCE	ADDL	SUBF		E BEEN I	POLICY EFF	POLICY EXP			
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	EXCESS LIAB CLAIMS-MAD	_			- 1			EACH OCCURRENCE	\$	
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Α	WORKERS COMPENSATION	1		WC016-00001-019		6/1/2019	6/1/2020	✓ PER OTH-	s	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		WC016-00001-018		1	6/1/2018	6/1/2019	E.L. EACH ACCIDENT	s1,000,	000.00
	I IMANGAIOIV IN NH)	NIA			1		E.L. DISEASE - EA EMPLOYEE			
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
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050		\perp								
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedu	le, may be	attached if more	space is required	d)		
Co	verage Provided for all leased employe ant Effective: 2/8/18	es but	not s	ubcontractors of: EDJ Ser	vice Inc		*			1
Cile	SIN ENECTIVE: 2/0/18									1
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CFF	CERTIFICATE HOLDER CANCELLATION									
	50			1	CANC	ELLATION				
					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE					
						THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN				
	* * * * * * *					ACCORDANCE WITH THE POLICY PROVISIONS.				
				ļ	AUTHORI	ZED REPRESEN	TATIVE	200		
			AUTHORIZED REPRESENTATIVE							

ACORD 25 (2016/03)

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Rick Leonard

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX T STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Venessa Redman, Senior Procurement and Budget Officer

Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330 Email: vredman@southwestranches.org REASONS 1. Do not offer this product/service or equivalent. 2. ____ Schedule would not permit. 3. _____ Insufficient time to respond to solicitation. 4. _____ Unable to meet specifications / scope of work. 5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer). 6. _____ Specifications not clear. 7. _____ Unable to meet bond and / or insurance requirements. 8. Solicitation addressed incorrectly, delayed in forwarding of mail. 9. ____ Other (Explanation provided below or by separate attachment). Explanation: The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested. Desire to receive future Town solicitations? Yes

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

COMPANY: EDJ SERVICE LLC
NAME: Exclys R Vagni
TITLE: Owker / Bres.
ADDRESS: 4861 Sw 68 Ave Danie F1
TELEPHONE: (54) 791-4167 DATE:

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX U 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: EDJ SERVICE LLC
Street address: 486/ Sw 106 Swe
City, State, Zip: Daxie, FL 33328
CERTIFIED BY: EVELYN R. 1,4601
TITLE: Owner Dres.
SIGNATURE: MUGAS MADLE DATE: 1-23-2020

83

RFP 20-007

6186950.1

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100. Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA: Business Name: EDJ SERVICE LLC

Receipt #:324-236430 Business Type:

Owner Name: EVELYN R PAGNI Business Location: 4861 W 106 AVE

Business Phone: 954-791-4167

Business Opened:10/06/2010 State/County/Cert/Reg:

Exemption Code:

Rooms

Employees 20

Machines

	***************************************	20	asimtes	Professionals
150.00 Tr	mber of Machines: ansfer Fee NSF Fee 0.00 0.	For Vending Business Only Penalty 00 0.00	Vending Type:	ection Cost Total Paid 0.00 150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

EVELYN R PAGNI 1700 SW 68 AVE PLANTATION, FL

33317

Receipt #52A-18-00007906 Paid 07/26/2019 150.00

2019 - 2020

EDJ Service LLC 1700 SW 68 Ave Plantation FL 33317

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.



City of Plantation LOCAL BUSINESS TAX CERTIFICATE

Certificate # 165529

Account # OC15-0804

Valid from 10/01/2018 to 09/30/2019

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED

Classification: (26)d

Administration/Management Office

Business Name & Address: EDJ Service LLC 1700 SW 68 Ave Plantation FL 33317

SUSAN K. Slatting

NOTICE: If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: EDJ TREE SERVICE LLC

Receipt #:189C-228296
Business Type: TRIMMING/TREE MAINTENANCE

Owner Name: RICHARD E BLAHA Business Location: 4861 SW 106 AVE

DAVIE

Business Opened:10/13/2009 State/County/Cert/Reg:A-813

Exemption Code:

Business Phone: 954-791-4167

Rooms

Seats

Machines

Professionals

	Number of Machines:							
Tax Amount	Transfer Fee	NSF Fee	Penalty	Vending Type Prior Years				
54.00	0.00	0.00	0.00	0.00	0.00	Total Paid 54.00		

Employees

20

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

EDJ TREE SERVICE LLC 1700 SW 68 AVE PLANTATION, FL 333 33317

Receipt #1CP-18-00013565 Paid 07/30/2019 54.00 07/29/2019 Effective Date

2019 - 2020

Produce		MIC UT LI	ARIL				Date 6/11/2
	2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562	•		This Certi rights upo or alter th	e coverage afforded	matter of information only a ider. This Certificate does n by the policies below.	
Insured	THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.		Insurers Affording Coverage				NAIC
	South East Personnel Least 2739 U.S. Highway 19 N.	ng, Inc. & Subsi	sidiaries Insurer A: Lion Insurance Company				
	Holiday, FL 34691			Insurer B: Insurer C:			1107
	377 = 04001			Insurer D:			1
Covers			- 1	Insurer E:			
Coverag	NAME AND ADDRESS OF THE OWNER, WHEN PARTY OF T						
with respect to imits shown m	Insurance issed below have been issued to the in which this certificate may be issued or may pension ay have been reduced by paid claims.	sured named above for the n, the insurance afforded b	policy pen y the policie	od indicated. N	otwinstanding any require rein is subject to all the ter	ment, term or condition of any confirms, exclusions and conditions of	act or other docume
NSR ADDI LTR INSR	Type of Insurance	Policy Number	Polic	y Effective Date /DD/YY)	Policy Expiration Date		mits
	GENERAL LIABILITY		(14114)	(DDITT)	(MM/DD/YY)		***
	Commercial General Liability Claims Made Occur		l			Each Occurrence	\$
	Claims Wade Occur					Damage to rented premises (occurrence)	EA S
1	General	_				Med Exp	\$
- 1	General aggregate limit applies per	1 1				Personal Adv Injury	3
	Policy Project LOC	1 1			1	General Aggregate	3
	AUTOMOBILE LIABILITY			The same of the sa		Products - Comp/Op Agg	- s
1	hannes .	1				Combined Single Limit	
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1	Scheduled Autos	1 1				Bodily Injury	
1	Hired Autos	1 1		- 1		(Per Person)	3
1	Non-Owned Autos	1 1		I		Bodily Injury	
				- 1		(Per Accident)	ŝ
		1 1		- 1		Property Damage	
	EXCESS/UMBRELLA LIABILITY					(Pet Accident)	i i
1 1	Occur Claims Made			j		Each Occurrence	-
	Deductible	1		1		Aggregate	+
Workers	Compensation and	W.C					
= inforcing	rs. Liability	WC 71949	01/01/2	2019	01/01/2020	X WC Statu- OTH-	
Any propris	ator/partner/executive officer/member			- 1		tory Limits ER	
If Yes, des	NO Cribe under special provisions below.			1		E.L. Each Accident	\$1,000,000
	openial provisions below.	1		1		E.L. Disease - Ea Employee	\$1,000,000
Other					Carrier and the same of the sa	E.L. Disease - Policy Limits	\$1,000,000
riptions o	f Operations/Locations/Vehicles/Ex lies to active employee(s) of South East Per	clusions added by	e Comp Endorse	any is A.M ement/Spec	Best Company ra	ated A (Excellent). AMB	
ige only appi	lles to injuries incurred by South Back Back	EDJ Tre	subsidiani se Servic	es that are lea e LLC	ised to the following "C	Client ID: 91-68 lient Company":	-618
ge does not	lles to Injuries incurred by South East Person apply to statutory employee(s) or independ employee(s) leased to the Client Company o	mei Leasing, Inc. & Sul	osidiaries a	active employ	ee(s), while working in	: FL.	
f the active of	employee(s) leased to the Client Company of	on be obtained by facin	: Liient Co	mpany or any	other entity.		
C Name:	employee(s) leased to the Client Company c		a redne	sc (0 (727) 9 <u>3</u>	37-2138 or email certifi	cates@lioninsurancecompany.co	om
16 (B	P). REISSUE 02-20-18 (KLR). REISSUE 09	-13-18(SS). REISSUE	06-11-19 (SS)			
FICATE HOLI			~A				
	OWN OF DAVIE	Sh	ANCELLA	the above to		Begin Date:	
6	591 ORANGE DRIVE	ins do	orer will en so shall im	o:e above desc deavor to mail (ocsa no obligati	enbed policies be cancelled 30 days written notice to the ion or liability of any kind o	d before the expiration date thereot, e certificate holder named to the test spon the insurer, its agents or repres	the issuing , but failure to entatives
r	AVIE, FL 33314	1			THE RESERVE OF THE PERSON NAMED IN COLUMN 2 IS NOT THE OWNER.	The second secon	



This Certifies that Richard E. Blaha

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 05/09/2021

Certificate # 28692 FDOT Provider # 134

Instructor: Ronald C. Appel

A&SW Consultants, Inc. Phone: 386-788-9899 55 Inlet Harbor Rd. Ste.121 os met mareor ko. Ste.121 Port Orange, www.FloridaMOT.com nicolle@aswconsultants.com



FDOT

This Certifies that Kenneth R. Allen

Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Intermediate Course.

Date Expires 02/03/2020

Instructor Wallace McCleod

Certificate # 14091 FDOT Provider # 140

Metro Florida Safety Council Phone: 954-603-1900 200 SW 6th Street Ste.502

Miami, FL

metrofloridasafetycouncil.co

Mlyona@metrofloridasafetycounc





Department of Environmental Protection



2600 Blair Stone Road, M.S. 3570 Tallahassee, Florida 32399-2400

Congratulations on successfully completing the Florida Green Industries Best Management Practices. Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's nonpoint source pollution problems and the importance of proper describe our irrigation, fertilization, pest control, and maintenance of lawns and landscapes, in order to assure minimal adverse environmental effects while achieving customer expectations.

Attached you will find your numbered certificate and wallet card. If there are any errors in the certificate or card, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping Program at (352) 273-4517 or email gi.bmp@ifas.ufl.edu.

Richard E. Blaha 1861 SW 69TH AVE PLANTATION, FL 33317 State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Richard E. Blaha

GV13049-1

GV13049

3:4:4.22

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

FLORIDA

IFAS Extension



GV13049-

Certalicate = GV13049

Traince ID =

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

Richard E. Blaha

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey

FNGL.A

5/31/2009

Neathu Ritchin

Not valid without seal

Instructor

Date of Class

DI P Program Administrator

EXHIBIT "B"

SERVICE CATEGORIES/MAINTENANCE FREQUENCIES

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX A PROPOSAL FORMS SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ ZONES/SERVICE

CATEGORY D: PARKS AND OTHER TOWN PROPERTY MAINTENANCE – ZONES 33 THROUGH 432

Service	Zone #	Location / Zone Name	Total	Area to maintain
Category			Acres	
D	33	Trailside Park	4	Entire
D	34	Sunshine Ranches Equestrian Park	20	Entire
D D	35	Calusa Corners Park	11	Entire
D	36a.	Southwest Meadows Sanctuary Park	26	Entire
D	36b.	Southwest Meadows Sanctuary Park Landscaped areas, weed control	1	Entire
D	37a.	Rolling Oaks Park	44.5	Entire
D	37b.	Rolling Oaks Park Butterfly Garden, weed	1	Entire
D	38.	Frontier Trails Park	30	Improved or cleared areas only (approx. <1 acre). Other areas may be added later
D	39.	Town Hall	2	Entire
D	40.	Public Safety Facility	<1	Entire
D	41.	Stirling Rd. at SW 185 Way "pocket park"	1.6	Entire
D	42.	Country Estates Fishing Hole Park ²	16	Improved or cleared areas only (approx. 5 acres). Other areas may be added later
D	42b.	Country Estates Fishing Hole Park, playground ant bait	<1	
D	43.	Broadwing Building ¹	1.7	Improved or cleared areas (approx. <1 acre) highlighted in the attached drawing

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

^{1.} As applicable, based on Maintenance needed for amenities on site

^{2.} Probable future addition (of whole property or by acre) to Contract.

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX A PROPOSAL FORMS SERVICE CATEGORIES/MAINTENANCE FREQUENCIES

Location/ Zone/ Service	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
33. Trailside Park	4	24	1	1	I	2	3	3	3	3	2	2	2	1
34. Sunshine Ranches Equestrian Park	20	26	1	1	1	2	3	3	3	3	3	3	2	1
35. Calusa Corners Park	11	20	1	1	1	1	2	2	3	3	2	2	1	1
36a. Southwest Meadows Sanctuary Park	26	12	I	1	1	1	1	1	1	1	1	1	1	1
36b. Southwest Meadows Sanctuary Park Landscaped areas, weed control	1	32	2	2	3	3	3	3	3	3	3	3	2	2
37a. Rolling Oaks Park	44.5	24	1	1	1	2	3	3	3	3	2	2	2	1
37b. Rolling Oaks Park Butterfly Garden, weed	1	32	2	2	3	3	3	3	3	3	3	3	2	2
38. Frontier Trails Park ²	30	12	1	1	1	1	1	1	1	1	1	1	1	1
39. Town Hall	2	24	2	2	2	2	2	2	2	2	2	2	2	2
40. Public Safety Facility	<1	24	2	2	2	2	2	2	2	2	2	2	2	2
41. Stirling Rd. at SW 185 Way "pocket park"	1.6	16	1	1	1	I	I	2	2	2	2	1	1	1
42. Country Estates Fishing Hole Park ²	16	24	2	2	2	2	2	2	2	2	2	2	2	2
42b. Playground ant bait	<1	12	1	1	1	1	1	1	1	1	1	1	1	1
43. Broadwing Building ¹	1.7	6	1	0	1	0	1	0		0	1	0	1	0

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

1. As applicable, based on Maintenance needed for amenities on site.

2. Probable future addition (of whole property or by acre) to Contract.

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

APPENDIX A **PROPOSAL FORMS** SERVICE CATEGORIES/MAINTENANCE FREQUENCIES

Location/ Zone/ Service	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Fire Ant Control	N/A	3	0	l	0	0	1	0	0	0	0	1	0	0
Tree Bed Weeding	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
Sucker/ water sprout trimming	N/A	6	1	0	1	0	1	0	1	0	1	0	I	0
Fertilization	N/A	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	N/A	1-2												

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

1. As applicable, based on Maintenance needed for amenities on site.

2. Probable future addition (of whole property or by acre) to Contract.

Southwest Ranches Council

Mayor Doug McKay Vice Mayor Dee Schroeder Delsa Amundson Bob Hartmann Gary Jablonski



Town Administrator Andrew D. Berns

REQUEST FOR PROPOSALS

RFP No. 20-007

Town of Southwest Ranches is seeking proposals for:

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

Date issued/available for distribution: December 13, 2019

Proposer shall submit one (1) unbound original, six (6) bound copies of the completed proposal, and one (1) electronic copy of the entire proposal in a PDF or similar format, which must be received by the Budget and Procurement Office no later than **Tuesday**, **January 28**, **2020**, at **11:00 a.m.** local time. *See* Section 1.7 for mailing instructions.

Mandatory Pre-Proposal Conference: Tuesday, January 7, 2020 at 10:00 a.m. local time. *See* Section 1.4, of this RFP for the location of the Mandatory Pre-Proposal Conference.

ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER

CAUTION

Amendments to this Request for Proposals will be posted on the Southwest Ranches Procurement Department's website which can be accessed at http://southwestranches.org/procurement. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is the proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of proposals.

Southwest ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATIVE FORMAT.

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Town of Southwest Ranches, Florida ("Town"), in the Procurement and Budget office, 13400 Griffin Road, Southwest Ranches, Florida, 33330, up to 11:00 a.m., local time, and opened in the Grand Oak Conference Room on Tuesday, January 28, 2020, for all material, labor, equipment and supplies necessary for the

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

To better manage document disbursement for the proposal process, the Town will make proposal documents available on the Southwest Ranches Procurement Department's website which can be accessed at:

http://southwestranches.org/procurement.

To review the proposal documents for this project, go to the above URL and click on the project hyperlink. Proposer may then download and print the proposal documents, or contact Venessa Redman at (954) 434 0008 extension 7467, or e mail at vredman@southwestranches.org.

It is recommended that all proposers download and submit a disclosure form for the project of interest. This information is used to notify proposers via email of project information updates (Addendums, proposal date changes, etc.). The disclosure form download is also available on the website listed above.

All proposals shall be submitted in accordance with Provision Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Mandatory Pre-Proposal Conference will be held on Tuesday, January 7, 2020 at 10:00 a.m., in the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Proposals requested shall be set forth in the Proposal and the Proposal Form attached to and forming a part of the Specifications.

Prior to execution of a contract, Proposer shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Proposer does not have a written non-discrimination policy, Proposer shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.31, of the Request For Proposals ("RFP").

The Town reserves the right to reject any or all proposals.

CONTRACT DATA

Contract Title: Town-Wide Parks and Property Maintenance Services

Contract Number: RFP No.: 20-007

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road

Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator

13400 Griffin Road

Southwest Ranches, FL 33330

Phone: 954-434-0008 Fax: 954-434-1490

Designated Contract

Manager: December Lauretano-Haines, Parks Recreation

and Open Space Manager

13400 Griffin Road

Southwest Ranches, FL 33330

Phone: 954-434-0008 Fax: 954-434-1490

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposals ("RFP") is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida ("Town"), by and through its Budget and Procurement Department ("Department"). The Department is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (*See* Section 1.8).

1.2 PURPOSE OF THE PROJECT

The Department is soliciting proposals from qualified and experienced firms for the Town Wide Parks and Property Maintenance Services including the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this RFP, shall include, but is not limited to litter, trash, debris removal and proper disposal, mowing, edging, hedge trimming, selective trimming, selective tree trimming, tree maintenance, various types of spraying, raking, sweeping, weeding, string trimming, mulching, and other landscape maintenance services, miscellaneous Code Enforcement maintenance services and other work as described herein.

1.3 OPPORTUNITY OFFERED

The initial contract for services ("Contract") is for a five (5) year term. The Contract may be renewed upon mutual agreement of the parties, subject to the terms and conditions of the Contract. Extensions of the Contract may not exceed fifteen (15) years.

Upon completion of the initial term of the Contract the maximum annual fee may be increased on annual basis at the Town's discretion. Such increase shall not exceed five percent (5%) of the annual fee under the Contract.

Contractor acknowledges that the annual fee is the maximum amount payable to the Contractor and limits the Towns monetary obligation under the Contract. The monetary limitation does not constitute a limitation upon contractor's obligation to perform services under the Contract.

Failure on the part of any Proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the RFP, any other relevant documents or matters, or the existing site conditions, shall not be a basis for varying the annual fee under the Contract.

1.4 MANDATORY PRE-PROPOSAL CONFERENCE

All Proposers are **required** to have a representative attend a Mandatory Pre-Proposal Conference, which will be held in the Town's Grand Oak Conference Room or Council Chambers located at Town Hall on **Tuesday**, **January 7**, **2020** at **10:00** a.m. local time.

At this meeting, maps will be distributed showing all areas and Work Sites. There will be a Town representative available to answer questions relative to this RFP. However, proposers should not rely on any oral representations, statements or explanations other than those made by this RFP or a formal Amendment to the RFP. Any questions or comments arising subsequent to the Pre-Proposal Conference must be presented, in writing, to the Contact Person (*See* Section 1.8) prior to the date and time stated in the Timetable (*See* Section 1.6).

A PROPOSERS FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE SHALL RESULT IN DISQUALIFICATION OF ITS PROPOSAL. All proposers shall be required to sign an attendance sheet, which will be collected at the end of the Mandatory Pre-Proposal Conference. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the Mandatory Pre-Proposal Conference.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days' notice.

1.5 QUALIFICATIONS OF PROPOSERS

All proposers to this RFP shall have demonstrated experience in parks and property maintenance.

Evidence that the Proposer holds appropriate licenses to perform the Work and as required by Florida Statues and local law, must be submitted along with Proposal.

Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

1.6 1.6 TIMETABLE

The anticipated schedule and deadline for this RFP is as follows:

Activity	Date, Time and Location
RFP available for download on website	On or about: December 13, 2019 at:
	http://southwestranches.org/procurement
Mandatory Pre-Proposal Conference	10:00 a.m. local time, on Tuesday, January 7,
	2020, at Town's Grand Oak Conference Room
	located at Town Hall.
Deadline for Submission of Written	Tuesday, January 21, 2020, the Budget and
Comments/Questions	Procurement Office, 13400 Griffin Road,
	Southwest Ranches, FL 33330.
Deadline for Submission of Proposals	11:00 a.m. local time, on Tuesday, January 28,
	2020, at the Budget and Procurement Office,
	13400 Griffin Road, Southwest Ranches, FL
	33330.

Public Opening	Tuesday, January 28, 2020, at the Grand Oak
	Conference Room, 13400 Griffin Road,
	Southwest Ranches, FL 33330.
Selection Committee meeting(s); and	Tuesday, February 4, 2020, 10:00 a.m.
	Wednesday, February 5, 2020, beginning at
Oral Presentations (by invitation, if necessary)	10:00 a.m.
Award Date	February 27, 2020

1.7 PROPOSAL SUBMISSION

Proposals must be accompanied by a Cashier's Check or Proposal Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base proposal, as a guarantee that in the event the contract is awarded to the Proposer, they will promptly enter into a contract, and furnish any Insurance Certificates and other documents required by the terms of this RFP. It is anticipated that proposals will be opened at 11:00 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Tuesday, January 14, 2020.

All proposals must be submitted on 8 1/2 x 11-inch paper. One (1) unbound original and six (6) hard copies of the complete proposal must be received by the Town no later than 11:00 a.m. local time, on Tuesday, January 14, 2020. Proposers must also submit an electronic copy of the proposal on CD or flash drive in PDF or similar format. The original and all copies must be submitted in a sealed envelope or container. The proposers complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name Address Phone Number

> Town of Southwest Ranches Venessa Redman, Sr. Procurement & Budget Officer Procurement and Budget Department 13400 Griffin Road Southwest Ranches, FL 33330

RFP No.: 20-007

Title: Town Wide Park and Property Maintenance Service

Due Date: Tuesday, January 28, 2020

Hand carried proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Town.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

The submission of a signed proposal by a proposer will be considered by the Town as constituting a legal offer by the proposer to provide services required by this RFP at the proposed price identified therein. Proposers should not include taxes in proposal prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

No proposals will be accepted after the deadline for submission of proposals or at any location other than the location designated in this RFP.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a proposal is delivered or received will be resolved against the Proposer.

1.8 CONTACT PERSON

The individual designated as the "Contact Person" for the RFP is:

Venessa Redman, Senior Procurement and Budget Officer

Phone: 954-434-0008 Ext. 7467 Fax Number: 954-434-1490

Email: vredman@southwestranches.org

1.9 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e mail, U.S. Mail no later than Tuesday, January 7, 2020, to the address listed in this RFP Timetable (*See* Section 1.6) or fax number or e mail address listed for the Contact Person (*See* Section 1.8). The request must contain the proposer's name, address, phone number, facsimile number and e mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and e mail address.

Changes to this RFP, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of proposals. Proposers should not rely on any representations, statements, or explanation other than those made by this RFP or in any Amendment to this RFP. Where there appears to be a conflict between this RFP and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFP will be posted on Town of Southwest Ranches Purchasing Department website which can be accessed at http://southwestranches.org/procurement/.

It is the sole responsibility of proposers to routinely check for any Amendments that may have been issued prior to the deadline for submission of proposals. Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.8) that proposer has received all Amendments to this RFP prior to the submission of its proposal.

1.10 PROCUREMENT CODE

Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town

1.11 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, proposer, lobbyist, or consultant and the Town Council members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee. See Article IX, Sec. 2 208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

During the effective period of the Cone of Silence, any party that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the

selection committee, the procurement consultant, Herb Hyman, CPPO, CPPB and/or the Town Council relative to this RFP, except as may be permitted or required during public meetings of the Town Council.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFP award to said proposer voidable by the Town, and in the Town's sole discretion.

1.12 PUBLIC OPENING

A public opening, of proposals, will take place on Tuesday, January 28, 2020, at 11:00 a.m. local time in the Town Grand Oak Conference Room, located in Town Hall.

The identity of the Proposers and respective total proposal price shall be read aloud. However, no additional information set forth in the proposal shall be made public until the time of a notice of an "Intended award" or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of proposals, the Town will look for any unbalanced proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize the most. The Town intends to award a Contract to the lowest, responsive and responsible Proposer in accordance with the terms of this RFP and the Town's Procurement Code.

In the award of a Contract pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

1.13 EVALUATION OF PROPOSALS

Proposals will be evaluated by the Selection Committee (the "SC") process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town's Procurement Code.

Proposals shall be evaluated based on the following point system:

Evaluation Criteria	Points
1. Price (Proposal Forms);	40
2. Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Parks and Property Maintenance Services;	25
3. Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of services to be provided;	10

4. Past and present performance including information disclosed by references;	10
5. Price of auxiliary services from Maintenance Proposal: Price List by Service;	10
6. Professional Certifications and memberships.	5
TOTAL POINTS	100

1.14 PROFESSIONAL ORGANIZATIONS

In accordance with the evaluation factors set forth above, preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:

- A. Certificate of Training, Best Management Practices, Florida Green Industries, issued by the Florida Department of Environmental Protection;
- B. Certification (any/all) from Florida Nursery Growers & Landscape Association (FNGLA);
- C. Membership in Florida Nursery Growers & Landscape Association (FNGLA);
- D. Membership in Florida Urban Forestry Council (FUFC);
- E. Membership in Florida Turfgrass Association (FTGA);

1.15 AWARD

The Town intends to award a contract to the lowest, responsive and responsible Proposer whose proposal meets the requirements of this RFP, and in accordance with the Town's Procurement Code.

1.16 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this RFP are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the RFP, or any other relevant documents or matters, shall not relieve the selected Proposer from fully complying with this RFP.

The Town reserves the right to reject all or any portions of any proposal, to reject all proposals, to waive any informality, non-material irregularity or technicality in any proposal, to re advertise for proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein, are for proposal purposes only and, will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Proposers guarantee their commitment, compliance, and adherence to all requirements of this RFP by submission of their proposals.

Proposers must use the Proposal Response Forms, included in the appendix and must be signed by an authorized party of the proposing entity. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the Proposal documents may invalidate the Proposal. Any erasure or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A proposal submission in pencil will not be accepted.

2.2 MODIFIED PROPOSALS

Proposers may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.6). The Town will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn, only by written notification to the Town, prior to the opening of proposals. (*See* Section 1.6). After the opening of proposals, they shall be irrevocable for a period of ninety (90) days. Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a proposal without permission of the Town before 90 days have elapsed from the date of the opening of proposals may be debarred and are subject to forfeiture of the Proposal Security.

2.4 LATE PROPOSAL, LATE MODIFIED PROPOSAL

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.6) shall not be considered.

2.5 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals, commence a new solicitation process, postpone or cancel this RFP process, and/or waive any non-material

irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Town Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next lowest, responsive and responsible Proposer, or to readvertise the project, in its sole discretion when deemed to be in the best interests of the Town.

2.6 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of proposals to the Town, or any work performed in connection therewith, shall be borne by the proposer.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

2.8 RIGHT TO PROTEST

For purposes of this RFP, the term "Purchasing Code" shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference ("Proposal Protest"). By responding to this RFP, all proposers agree that the Proposal Protest procedures set forth in the Code are applicable to this RFP and shall comply with said procedures.

Any proposer may protest any recommendations for award of the Contract in accordance with Protest Procedures by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Director of Purchasing at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

Proposer shall submit with the Proposal, evidence of appropriate licenses to perform the work subject of this Proposal, and as required by Florida Statues and local laws. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation.

The Town, at its discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for this RFP and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Proposer, including the financial position, experience, staffing, equipment, materials, and references of Proposer, and past history of service by Proposer to the Town and/or with other units of State, and/or local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

2.10 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.11 ASSIGNMENT

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

2.12 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents, and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re advertise the RFP, and in its sole discretion whenever deemed in the best interests of the Town.

2.13 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an

independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.14 COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this RFP and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.15 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

2.16 INDEMNIFICATION

To the fullest extent permitted by Florida law, the Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.17 SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of this RFP or any Contract awarded.

2.18 DEFAULT PROVISION

In case of default by the Contractor, the Town may procure the articles or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

2.19 GOVERNING LAW

The validity of this RFP and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.20 MANNER OF PERFORMANCE

The Town will conduct site inspections to determine the quality of workmanship. Any work deemed to be deficient, shall be corrected by Proposer within twenty-four (24) hours of notification, at no additional cost to the Town. The Town reserves the right to correct deficient workmanship if the Contractor fails to correct the deficiency within 24 hours. If the Town corrects deficient workmanship, the cost to correct, based on line items in the Proposal, plus one hundred dollars (\$100.00) per hour administrative fees, shall be deducted from the Proposers monthly invoice.

Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have fifteen (15) days thereafter to cure such failure. If Contractor is unable or unwilling to cure, the Town shall be reimbursed actual cost paid to a third party to cure and may immediately terminate the Contract for cause. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.

<u>Termination for Convenience</u>. This Agreement may be Terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of the Town's intent to terminate this Agreement for Convenience. In the event of a Termination for Convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination, but shall have no further liability or responsibility to the Contractor. Contractor hereby waives any and all claims for additional compensation and damages, including but not limited loss of anticipated profits on work not performed.

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.

2.21 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFP. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default

whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.22 REMEDIES FOR BREACH

Should the selected Contractor fail to perform after Contract execution, the Town shall notify Contractor in writing of such failure to perform and Contractor shall have fourteen (14) days to cure such failure or such shorter time as may be set forth in the Contract. If Contractor fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Contractor for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

2.23 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a proposal 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.

In accordance with Florida Statutes, 119.071(1)(b)(2) Sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier.

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 RFP 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 RFP 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: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

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

Contractor shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. 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.

2.25 CONTRACT PROVISIONS

- 2.25.1 <u>Agreement</u>. The selected proposer will be required to execute a contract in a form and substance similar to the attached Example Agreement (Exhibit "A"), subject to negotiated exceptions.
- 2.25.2 <u>Authorization to Sign</u>. In addition to executing the Agreement, the selected proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected proposer is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected proposer is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

2.26 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Contractor will

assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Proposer, his agents, subcontractors, or any person the Proposer utilizes in the completion of his contract. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Proposal as non-responsive or otherwise.

The Proposal shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

2.27 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected proposer to provide certified copies of all insurance policies specified herein. The selected proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the RFP. Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained therein, as well as the Town's review or acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected proposer under the Agreement.

Prior to award and prior to commencing Work, the Successful Proposer shall provide to the Town certified copies of all insurance policies. The insurance policies shall provide coverage as outlined below:

- 2.27.1 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. Proposer shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- 2.27.2 <u>Business Automobile Liability Insurance:</u> Proposer 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.

2.27.3 Commercial General Liability. Proposer 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.

2.28 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES Attn: Andrew D. Berns, Town Administrator 13400 Griffin Road. Southwest Ranches, FL 33330

and

Broward County Board of County Commissioners 115 S Andrews Avenue Fort Lauderdale, FL 33301

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the proposer and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposers are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding. The proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a proposal protest or sue the Town by virtue of such cancellation or rescission.

2.29 PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal to the Town, Proposers shall furnish a Proposal Security in an amount equal to five percent (5%) of the total gross amount of the proposal. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's Check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

2.30 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.31 METHOD OF PAYMENT

The method of payment (check/credit card) is at the Town's discretion. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card ("P-CARD"). Payments made by P-CARD shall be accepted on a "same as cash" basis. No other costs, including but not limited to, service charge, fee, or penalty shall be billed to the Town, for payments rendered by P-Card.

2.32 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions 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.

Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Contractor understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Agreement, disqualification or debarment of Contractor from participating in Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.33 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit ("DOIA") must be completed on behalf of any individual or business entity that seeks to do business with the Town when applicable. 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.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.34 CONFLICT OF INTEREST

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

2.35 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a 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 s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public entity Crimes, and submit it with its proposal.

SECTION 3 CONTRACT

3.1 CONTRACT DOCUMENTS

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

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding, shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

3.2 CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order. Upon receipt of a Change Order Contractor shall promptly proceed with the Work included in the Change Order.

The Town and Contractor shall execute appropriate Change Orders which may include: 1) additions, deletions or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in section 3.4,—"Warranty and Guarantee, Correction or Acceptance of Defective Work".

3.3 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Proposal price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

- 3.3.1 <u>Change Order</u>. The Contract may be changed only by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.
- 3.3.2 <u>Unit Prices</u>. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor's overhead and profit.

3.4 WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK

In addition to any manufacturer's warranties, Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

- 3.4.1 Owner May Stop the Work. If Work is defective, Contractor fails to supply skilled workers, or suitable equipment the Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.
- 3.4.2 <u>Town May Correct Defective Work</u>. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within seven (7) days of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously.

All direct, indirect and consequential costs of the Town in exercising such rights and remedies, will be charged against Contractor in a Change Order and Town shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the decrease or amount due the Town, Town may make claim therefor as provided in section, 3.3 – "Change in the Contract Price or Contract Time" against Contractor and it's surety without prejudice to any other right or remedies available. Any resulting direct, indirect and consequential damages shall be recoverable from Contractor and its surety.

3.5 SUSPENSION OF WORK AND TERMINATION

The Town may, at any time and without cause, suspend Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor. Contractor shall resume work on a date so determined by the Town. Contractor shall not be allowed an increase in the Contract Price for any such suspension lasting not more than ninety (90) days. If, through no fault of Contractor, the Work is suspended for a period of more than ninety (90) days, then

Contractor may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice, including reasonable overhead and profit, except as otherwise limited by this RFP or the Contract;. Provided however, that in no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed. The Town may terminate all Work if Contractor violates any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract, terminate the services of the Contractor, exclude Contractor from the site, and finish the Work as the Town may deems appropriate under the circumstances. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs of completing the Work exceeds the unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive proposals for the Work except as may otherwise be required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing, or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for unfinished or defective Work and such payment shall not be evidence of acceptance of any defective Work.

Upon written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at the Town's convenience. In such case, Contractor shall be paid for all Work executed and 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.

3.6 PAYMENT

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

Contractor shall render all Work to the Town at the quoted price stipulated in the Proposal and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said prices stipulated in Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant

to any written Change Order executed by Town and Contractor in accordance with the terms and conditions of this RFP and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town shall determine in its sole discretion.

No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

SECTION 4 RESPONSIBILITIES

4.1 CONTRACTOR'S RESPONSIBILITIES

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for the Work. Contractor shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work subject to this RFP and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable

attorney's fees, at both the trial and appellate levels, to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

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

All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Contractor shall keep the Work Site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Work Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items.

As set forth in the terms of this RFP, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in Proposal prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Contractor to procure all necessary permits and licenses the cost of which shall be deemed included in the Proposal price.

4.2 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

4.3 EQUIPMENT STORAGE AND MOBILIZATION

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

4.4 HOURS OF OPERATION

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

SECTION 5 SCOPE OF SERVICES

5.1 BACKGROUND

The Town is located in Southwest Broward County, includes thirteen (13) square miles and is home to over 7,344 residents. The Town's environment is rural, filled with grazing animals, nurseries, farms, an abundance of wildlife and unique scenery. Most properties utilize wells for potable water.

There are seven (7) parks within Town limits, comprised of one hundred and fifty-two (152) acres and in various stages of development.

The roadways are comprised of two-lane local roads and rural section collector roads. The Town is currently responsible for the maintenance of eighty-two (82) miles of right-of-way. The rights-of-way include; curbs, gutters, sidewalk and equestrian trails.

The Town operates a multi-use, non-vehicular recreational trail system along its roadways within the right-of-way or by cooperative agreement with landowners. The trail system is currently in various stages of development.

5.2 LANDSCAPE MAINTENANCE BASE STANDARDS

On the contract commencement date, as part of Contractor's complete written proposal of his plan for accomplishing the required work, Contractor shall submit a written proposal for a one-time initial cleanup for the purpose of establishing a base standard for ongoing maintenance of trees, shrubs, turf and other plantings. The initial clean-up shall include, but is not limited to, weeding of landscape beds, shaping and trimming of trees and shrubs per Town specifications as provided in Section 5.9 and in the table of Maintenance Frequencies for landscape material trimming. Upon initial review and coordination with Town's designee, Contractor shall shape and establish trees, shrubs, and other plantings per Town specifications as provided in Section 5.9 and in the table of Maintenance Frequencies for landscape material trimming.

5.3 QUANTITY AND FREQUENCY OF MOWING AND MAINTENANCE SERVICES

The area and limits of mowing/maintenance have been previously established and are distinguishable in the field.

Areas have been inventoried and calculated as to quantity and provided as a courtesy. It shall be the responsibility of the Contractor to verify the quantity of maintenance to be accomplished. Any discrepancies or disagreements concerning quantities shall be mutually resolved in writing prior to beginning work in any area in question. The Contractor shall submit written schedules of maintenance defining frequencies and locations. Contractor's failure to notify the Town in advance of any discrepancies or disagreements shall result in a waiver of any claims by Contractor relating thereto.

The Contractor shall complete one (1) cutting cycle for roadside and median areas within thirty (30) days of beginning the cycle, weather permitting, as determined by the Town's Designee. Mowing will commence the first week of each month and mowing continuously until completion of the cycle (cycle = 30 days.) Areas specified in this RFP shall be mowed in accordance with frequencies set forth in the Maintenance Frequencies herein.

Mowing shall not be completed if bad weather conditions may result in damage to turf, irrigation or other components (i.e., tracking mud onto sidewalks). Contractor must contact the Town's Designee to discuss re-scheduling. If possible, completion of mowing shall take place within seven (7) days of contracted schedule. Areas perpetually saturated shall be string trimmed (e.g., bottom of swales, etc.).

5.4 ADDITIONS OR DELETIONS OF MAINTENANCE AREA

At the Town's discretion, it may add new maintenance areas, delete maintenance areas, reduce the frequency of service, discontinue service by Contractor or request the resumption of service to a previously discontinued area at any given time during the life of the Contract. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms herein. Upon the Town's written request to the Contractor to add a new maintenance area to the Contract or resume service to a previously terminated maintenance area, Contractor shall commence maintenance to said area within ten (10) days. Service to locations deleted by the Town for durations less than the remaining life of the contract may be resumed at any time for the originally proposed contract value.

5.5 DAMAGE BY CONTRACTOR

Any damage to the road, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the Town. Failure to restore said damages within three (3) working days following written notification shall result in a deduction from Contractor's next invoice of the Town's expenses for labor, material, services or equipment, including all related

Administrative costs incurred by the Town to restore the property to its original condition. Said notification shall be by letter, fax or email.

5.6 CONTRACTOR'S PERSONNEL

Contractor shall employ personnel competent to perform the work specified herein. The Town reserves the right to request the removal of a Contractor's employee from performing maintenance upon the Town's property where such employee's performance or actions are detrimental to the Town. Contactor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. (*See* Drug-Free Workplace Certification Form).

5.7 CONTRACTOR'S VEHICLES

Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1-½ inch letters. In addition, vehicles shall bear a magnetic sign on each side stating "Contractor for Southwest Ranches Public Works" when performing work hereunder.

5.8 QUALITY OF SERVICES

The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be addressed by the Contractor in accordance with Section 2.20.

For each re-inspection required, the Town shall have the discretion to deduct a flat fee of five hundred (\$500) dollars per site requiring re-inspection.

5.9 ROUTINE MOWING / MAINTENANCE SCHEDULE

Contractor shall maintain the contractually covered landscaped areas at the frequency rates prescribed on the Scope of Services – Maintenance Frequencies with conventional production style mowing and lawn maintenance equipment. Exceptions to the specified schedule may be granted by the Town's Designee.

Maintenance shall include but is not limited to the following and shall be performed during each maintenance visit:

5.9.1 Upon arriving at a job site, the Contractor shall inspect the area and <u>prior</u> to mowing shall remove all litter, glass, rocks, dead foliage, metal, branches, palm fronds, animals, critters or other debris subject to becoming a projectile if engaged by a mower. The Contractor shall, at his own expense, remove and properly dispose of all waste materials, i.e., cans, bottles, paper, and trimmings collected during the operation. Piling of landscape debris on Town/private property is prohibited.

- 5.9.2 Edge all curbs, edge of pavement, sidewalks, plant beds and tree wells. Edging shall be done along sidewalks, walkways, asphalt paths, curbs, and road edges during each visit. Grass shall also be edged back where it encroaches upon the street from the swale or other areas. Maintain edge of beds as originally designed.
- 5.9.3 Remove all weeds from curbing, sidewalks, and within three (3) feet of tree wells (chemically or by hand) no string trimming tree wells is permitted. The removal of torpedo grass or sedges by hand is prohibited. Chemical treatment of tree wells shall not exceed the existing three (3) foot diameter Tree Bed. Planting beds and concrete portions of all medians shall be weed free at the completion of the work. Weeding shall include, but not limited to ornamental beds, base of shrubbery, trees, guardrails, fencing and hedges, sidewalks, curb lines, between curb and gutter and edge of pavement, all concrete medians or other areas where weeds exist. Weeds shall be removed during each site visit. Removal of weeds from Tree beds or wells is an item of maintenance to be performed during each maintenance visit. Contractor shall remove all weeds and other wild growth from concrete structures not part of the original landscape design. If sidewalks, asphalt, or recreational trails are present on any assigned segment all, weeds shall be removed by hand or chemical means. If chemical means are used, then three days after application all remaining weeds shall be removed. The Contractor shall exercise extreme care so as not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's expense.
- 5.9.4 Mow all grass areas. Mowing shall be done no lower than four and one half (4.5) inches for St. Augustine and Bahia grass. All mowed areas are to be cut with a rotary type mower with sharp, mulching type blades. Excessive grass clippings left on site must be distributed so as not to leave evidence of clumps and/or haystacks.
 - 5.9.5 Remove and clean all debris, dirt, weeds, grass, trash from curb lines and gutters.
- 5.9.6 String trimming is to be used for areas not accessible to mowing equipment and for areas perpetually saturated which could be damaged by mowing equipment (e.g., bottom of swales, etc.) String trimming under all guardrails is required, unless guardrail has asphalt base, then only spot herbicide treatment shall be used. String trimming shall be done around permanent fixtures and all fixed objects exposed in the turf including but not limited to buildings, signs, sign posts, utility poles, fire hydrants, poles / posts, benches, bulletin boards, bollards, guardrails, trail improvements or other fixtures commonly found in such settings. String trimming shall be done so that desirable vegetation and fixtures are not damaged. String trimming must maintain the required 4.5 inches for St. Augustine and Bahia grass of cut height on slopes. Tree Maintenance tasks include (but are not limited to) weed removal, fertilization, mulch, staking maintenance, and selective tree trimming (water sprouts and suckers) as set forth in Maintenance Frequencies or as directed by Town's Designee. Maintenance Frequencies vary between properties. Tree Bed Weeding and sucker/water sprout trimming on a regular supplemental schedule are outlined in the Maintenance Frequencies.

- 5.9.7 Post mowing clean-up will be completed after each maintenance visit. Base of shrubbery, trees and other areas to maintain a neat and clean appearance. Pathways and sidewalks shall be blown clean or swept prior to leaving the job site. Contractor will coordinate mowing and clean-up so that clean- up can be completed by the end of the day.
- 5.9.8 Trimming, pruning and sucker removal trees will be limbed up to 6' clear trunk and suckers and dead branches will be removed each maintenance visit or as needed and directed by Town's Designee.
- 5.9.9 Evidence of turf insects and other insects such as chinch bugs, sod webworms, and grubs shall be brought to the attention of the Town's Designee.
- 5.9.10 Contractor shall be responsible for the cleaning of all debris from the surfaces and/or adjacent to any curb and gutter or catch basin areas that may exist in the areas to be maintained.
- 5.9.11 Damage to property, turf or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's sole expense.
- 5.9.12 All work to comply with current A.N.S.I. Standards tree, shrub & other plant maintenance.
- 5.9.13 All structures, monuments signs, streetlights and fencing located on medians or rights-of-way___0, shall be checked for graffiti and cobwebs and cleaned each maintenance visit.

5.10 ADDITIONAL MAINTENANCE SCHEDULE

- 5.10.1 <u>Selective Trimming</u> of shrub and ground cover material shall be performed as directed by the Town's Designee. This service shall be done the first visit of each month. Trimmings should be chipped or ground for use as mulch in place by the end of maintenance visit.
- 5.10.2 <u>Tree Maintenance</u>. Includes weed removal, fertilization, mulch, staking maintenance, and selective tree trimming (water sprouts and suckers) as set forth in Maintenance Frequencies herein or as directed by Town's Designee.
- 5.10.3 <u>Invasive Exotic / Hazard Tree Removal</u>. Upon request, Contractor shall provide service to remove and stump grind to surrounding grade incidental invasive exotic or hazard trees. This is a billable item, which may be requested by the Town from time to time on a perproposal basis, in accordance with unit prices (labor and equipment-with-operator rates, as applicable) set forth in line item #s 10 through 28 of the Contractor's Proposal for Auxiliary Services.

If directed to perform Invasive exotic/ Hazard Tree removal, the Contractor will receive a Town- issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

- 5.10.4 <u>Fertilizer</u> will be applied to trees, shrubs, groundcover and all irrigated and non-irrigated turf areas as specified in Section 5.11.1. This is a billable item, in accordance with unit prices (per lb. or per 50 lb. in place) set forth in line item #s 41 44 of the Contractor's proposal for Auxiliary Services.
- 5.10.5 Fire Ant Control as set forth herein or as directed by Town's Designee for: Trailside Park, Sunshine Ranches Equestrian Park, Rolling Oaks Park, Town Hall, Public Safety Facility, and Country Estates Park. During the term of the contract, other park properties may be added as they are developed and opened to the public. This is a billable item for a total of 3 applications, in accordance with unit prices set forth in line item #10 of the Contractor's proposal for Auxiliary Services.
 - A. Provide an initial application of Extinguish Fire Ant Bait to entire property, following manufacturer's recommendations for application amount and methods.
 - B. Provide two additional applications, as directed by Town's Designee (total of 3 applications).
 - C. If fire ants are not totally eradicated, additional call back service will occur, on an as-needed basis, at no additional charge.
 - D. Provide written reports to Town's Designee, following each application, detailing service personnel's observations of the property.
- 5.10.6 <u>Mulching</u>. Contractor shall provide and install, or install only, mulch as per Section 5.11.4 and as set forth in the Maintenance Frequencies herein. This is a billable item, in accordance with unit prices (per cubic yard installed) set forth in line item # 38 of the Contractor's proposal for Auxiliary Services.

If directed to install mulch, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

5.10.7 Catch Basins.

- A. Remove surface debris and vegetation from top of grates each maintenance visit.
- B. Contractor will report in writing to Town's Designee any visible blockage inside catch basins, within 48 hours of finding.

5.10.8 Equestrian Rings/Trail Maintenance.

- A. The Contractor will level off the Trails Show and Practice Rings by dragging on a monthly basis.
- B. Additional dragging maintenance can be requested forty-eight (48) hours in advance. This is a billable item, only if requested to be performed in addition to regularly scheduled monthly service. Contractor shall perform additional dragging maintenance in accordance with prices (per service) set forth in line item # 46 of the Contractor's proposal for Auxiliary Services.
- 5.10.9 <u>Miscellaneous Code Enforcement Maintenance.</u> When mowing/lawn maintenance is required as directed by Code Enforcement or Town Designee, Contractor shall mow and string trim the property to achieve a neat and uniform cut appearance, documenting work with before and after photos. Lawn to be mowed may ordinarily be expected to have growth typically ranging from a height of 18" to 4' prior to mowing.
- 5.10.10 <u>Damage/Vandalism</u>. Incidence of damage/vandalism will be reported to the Town's Designee within 2 hours. Repair for damage/vandalism is not included in this RFP and will be bid separately.

5.11 MAINTENANCE AND FREQUENCY STANDARDS

5.11.1 Fertilizer. On the contract commencement date, as part of Contractor's complete written proposal of his plan for accomplishing the required work, Contractor shall submit a written fertilization plan in accordance with the Maintenance Frequencies herein. The chemical composition of fertilizer must be approved prior to application. Notice shall be given to the Town's Designee as to the areas to be fertilized. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer each delivery time and location. Store in a manner to prevent wetting and deterioration. Contact the Town's Designee a minimum of forty-eight (48) hours in advance of fertilizer delivery with a specified delivery time and location.

Fertilizer and weed control materials shall be applied at rates as established by accepted horticultural standards, manufacturer's recommendations, and as approved by Town's Designee. When applying fertilizer on any tree, shrub or groundcover material on a slope, all of fertilizer application shall be on the top half of the root zone on the upward side of the slope. Fifty percent (50%) of said fertilizer shall be a continuous bead of fertilizer, on the perimeter of the upward side of the tree ring or plant bed.

- A. <u>Trees.</u> Application of 8-2-10 90% sulphur-coated, granular fertilizer per Maintenance Frequencies herein.
- B. Palm Trees.

- i. Applications of 8-2-10 90% sulphur-coated granular fertilizer at a rate of one pound per inch of trunk, measured 4.5' above grade per Maintenance Frequencies herein.
- ii. As required by the Town's Designee, Magnesium Sulfate and/or Manganese Sulfate for palm trees shall be applied at a rate of one-half pound caliper inch of tree trunk measured at 12" above grade.
- iii. Said fertilizer shall be distributed evenly at least 12 inches from the trunk and no greater than 24 inches from the tree trunk.
- iv. Should the root area be on a sloped terrain, seventy-five (75%) of said the fertilizer shall be on the up-slope side of the root system between 24 to 30 inches from the tree trunk. The remainder of the fertilizer shall be distributed evenly on the down slope side of the root system, between six and 12 inches from the tree trunk.
- C. <u>Shrubs and Groundcover</u>. All shrubs are to receive applications of granular 8-2-10 90% of sulphur-coated fertilizer, according to the manufacturer's label. Follow Maintenance Frequency schedule for tree fertilization.
- D. <u>Turf.</u> Application of 15-0-15 50% sulphur-coated with Talstar granular fertilizer following the manufacturer's highest recommended rate per Maintenance Frequencies herein.

A spot treatment of liquid weed control in the turf grass to occur according to the manufacturer's recommendations, and a follow up spot treatment shall occur, weather permitting, as stated by the manufacturer's label.

- 5.11.2 <u>Chemicals.</u> All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.
 - A. <u>List.</u> A written list of proposed chemicals shall include commercial name, application rates, type of usage along with the Material Safety Data Sheet for each chemical shall be submitted to the Town's Designee prior to commencement of the work. All proposed chemicals shall be approved by the Florida Department of Agriculture and used as per manufacturer's label. The Contractor will be required to maintain a copy of all documents, including all Material Safety Data Sheets, in his possession whenever applying chemicals within the Town.
 - B. <u>Records.</u> Records must be kept and retained (with copies provided to the Town's Designee along with the monthly invoice) as prescribed by law for the

use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.

- C. <u>Application</u>. Chemicals shall be applied using methods which prevent drifting onto adjacent property and preventing any toxic exposure to persons or property whether or not they are in or near the Project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.
- D. <u>Damage.</u> Any soil, sod or plants contaminated or damaged by misuse of chemicals as determined by the Town's Designee shall be removed and replaced, at the sole expense of Contractor.
- E. <u>Caution</u>. No chemical with a signal word higher than caution shall be used at any time.
- F. <u>Flags.</u> It is also required that when applying any chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate areas in clear sight and removed within 24 hours once sufficient time period has elapsed.
- G. <u>Indemnification</u>. The hold harmless and indemnification provisions of this RFP shall be applicable to any damages to persons and/or property arising out of or in connection with Contractor's use of chemicals, as a result of a contract award.
- 5.11.3 Herbicide. The Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable federal, state, county and municipal regulations. Herbicides may be used only with prior approval by the Town's Designee as to type, location and method of application. The Contractor shall exercise extreme care so as not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's sole expense.
- 5.11.4 <u>Mulch.</u> Clean, ecologically sustainable Melaleuca mulch ('Florimulch') or approved equal shall be used. Provide product label or sample of type and grade of mulch, for Town approval, prior to delivery.
 - A. <u>Location</u>, <u>Frequency and Amount</u> of mulching as per Maintenance Frequencies or as directed by Town's Designee.
 - B. <u>Installation</u>. Contractor will provide and install all required mulch at the contract unit prices. If directed to install Town supplied mulch, Contractor will transport and install at the labor and equipment-with-operator rates outlined in the Maintenance Proposal for Auxiliary Services.

- C. <u>Compacted Mulch.</u> to be installed so as to not be within 3" of base of plant material.
- 5.11.5 <u>Bahia, St. Augustine, and other Sod Replacement.</u> Where select areas require sod replacement, as directed by the Town's Designee, Contractor shall furnish and install specified sod species in accordance with the provisions of this section. The Contractor shall provide establishment watering or shall coordinate with the Town's Designee to monitor and adjust the irrigation system as required to achieve well-rooted and healthy sod.
 - A. <u>Installation</u>. The Contractor shall prepare the installation site by string trimming all dead and/or brown vegetation to the soil level. The Contractor shall furnish and install said Bahia, St. Augustine or other species of sod as specified. Sod bed shall be moist at time of installation.
 - B. Quality. The sod shall be thick, well matted and evenly cut. The sod shall be strong enough to retain its shape when handled by the top grass blades. The sod pieces shall be a minimum 18" x 24" size. The sod bed is to be well-compacted and even. The sod shall be laid by hand so there are no gaps or voids between pieces. Stagger the sod pieces between rows.
 - C. <u>Slopes.</u> On slopes, the rows shall run 90° to the slope direction. Roll or hand tamp the sod after installation and commence watering. The Contractor shall coordinate with the Town's Designee to monitor and adjust the irrigation system as required to achieve well-rooted and healthy sod. The sod level shall be set so water flow from adjacent surfaces is not impeded. For slopes with a greater than 4:1 ratio, sod shall be pinned in place as required to prevent dislocation.
 - D. Weeds and Pests. The sod and soil below any new sod areas to be replaced shall be guaranteed free of weeds and pests that affect its uniform appearance for ninety (90) days. Sod lines at shrub beds, tree rings and pavements shall be even and sharp.

SECTION 6 GENERAL REQUIREMENTS

6.1 DISPOSAL

No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The Contractor must closely adhere to all local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup. Contractor further agrees to indemnify, defend and hold Town harmless from any such penalties and any injury or damage resulting from such non-compliance.

6.2 DEBRIS

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

The Contractor shall exercise the necessary care to preclude any source of litter by his operations.

6.3 TRAFFIC

The Contractor will be responsible for design, set-up and Maintenance of Traffic (MOT) operations for work being performed within public rights-of-way. MOT plans are to be submitted to the Town for approval prior to implementation. MOT plans shall be prepared by MOT-certified personnel and must be in accordance with and conform to the current edition of the FDOT Roadway and Traffic Design Standards Indexes, the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.

6.4 LAWS AND PERMITS

Contractor shall comply with all applicable federal, state and local laws, regulations and ordinances. It is the responsibility of the Contractor to procure all necessary permits and licenses for performance of all work hereunder.

6.5 COORDINATION WITH TOWN

The Project Manager or Work Crew Supervisor of the Contractor must be available by telephone within thirty (30) minutes of initial call in order to be able to reply to the needs and requests of the Town Designee in an efficient manner Monday through Friday, 7:00 a.m. to 4:00 p.m. The Contractor shall confer with the Town's Designee on a daily basis. Work hours in the Town are between 7:00 a.m. and 5:00 p.m. Upon execution of the contract, the Town will provide the Contractor with after-hours/emergency contact information for the Town's Designee(s).

6.6 COMPLETION OF TASK

The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the Town within 24 hours of notification, unless otherwise agreed upon by Town's Designee.

6.7 ADDITIONAL SERVICES

Additional services required shall be evaluated by both the Town and the Contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at similar sites.

6.8 REPAIRS

The Contractor shall notify the Town, within the same work day as discovered, of any items in need of repair, restoration and/or replacement. The Town may request a proposal for the repair, restoration and/or replacement of the material. The Town reserves the right to seek alternate proposals and to engage the services of others to perform same

6.9 VANDALISM

In the event the Contractor discovers or is made aware of damage, vandalism or theft at a Site specified herein, the Contractor shall notify the Town's Designee within 30 minutes of such discovery.

6.10 STAGING

The Contractor shall be prohibited from having his vehicles enter the sites specified herein without the prior consent of the Town's Designee. The Contractor shall provide a written staging location plan for the Town's approval prior to commencement of any work.

6.11 FORCE MAJEURE

In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the Town reserves the right to adjust, modify or suspend services at any and all locations.

6.12 UNIFORMS

At all times while performing the work subject to RFP, all the Contractor's personnel shall be required to wear uniforms (e.g. work shirts, etc.) clearly identifying the Contractor's company name, and a Contractor- supplied name and photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from Town property.

SECTION 7 SPECIAL REQUIREMENTS

7.1 MEETING WITH TOWN

The Contractor's President/Chief Operating Officer must be available to attend meetings with the Town and/or it's designee within 24 hours of notification.

7.2 COMMUNICATION

For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor who can read, write, and speak English fluently is required. The Project Manager or Work Crew Supervisor shall have proven technical and managerial experience in grounds maintenance. The

Town reserves the right in its sole discretion to approve or disapprove selection of the Project Manager / Work Crew Supervisor.

7.3 ON CALL

The Contractor, or an employee of the Contractor approved by the Town, must be on 24-hour call, at all times, for emergency purposes.

SECTION 8 SPECIAL PROVISIONS

8.1 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the proposal item shall be included in the unit price for the item.

8.2 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Contractor shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures. By submitting its Proposal, Contractor represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Proposal.

Contractor shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any potential modifications to the terms and conditions.

8.3 FREQUENCY OF SERVICE

Contractor shall maintain the contractually covered maintenance areas at the frequency rates required by conventional style mowing and lawn maintenance equipment.

8.4 PROJECT LIMITS

This RFP pertains to the maintenance of publicly owned properties throughout the Town, including but not limited to parks, and recreational trails. The maintenance area is bounded on the north by Griffin Road, the south by Sheridan Street, the east by Flamingo Road and to the west by US 27. See Maintenance Locations /Zones list for all delineated areas to be maintained.

SECTION 9 DEFINITIONS

<u>ADDENDA</u>. Written or graphic instruments which clarify, correct or revise the proposal documents or the Contract Documents for this Request for Proposal.

<u>PROPOSAL</u>. The offer or proposal to perform all services required in this Request for Proposal.

<u>BOARD AND BATTEN.</u> method of supporting plant material which utilizes 2 X 4 (or larger) lumber battens, and burlap wrapping installed on a tree trunk to protect it from injury. Specified for trees of greater than 3 inches in caliper.

<u>BOND</u>. Proposal, performance and payment bonds which guarantee performance of obligations specified in the Contract.

<u>CHANGE ORDER</u>. A document which amends the scope of services, scheduling or pricing within the executed Contract.

<u>CODE ENFORCEMENT.</u> Tasks assigned by Code Enforcement Department or Town Designee separate and distinct from Contract Work to remediate specific private property non-maintenance issues.

<u>CODE ENFORCEMENT MOWING.</u> Mowing of basic turf overgrowth, of property under Code Enforcement action, assigned by Code Enforcement Department or Town Designee. Does not include detailed landscaping maintenance.

<u>CONTRACT.</u> A written Agreement with the Town which incorporate the terms of this RFP, the accepted Proposal, and delineates the Work to be performed and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council.

<u>CONTRACT DOCUMENTS.</u> The Contract, Addenda, Contractor's Proposal (including documentation accompanying the Proposal), the Bonds if required, these General Conditions, and any Drawings, Exhibits and Attachments referenced in this RFP, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

<u>CONTRACT PRICE.</u> The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

<u>CONTRACTOR</u>. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in this RFP.

DAY. Shall mean calendar day, unless otherwise specified.

<u>DEFECTIVE</u>. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

<u>DEFECTIVE WORK</u>. Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

EFFECTIVE DATE OF CONTRACT. The latest execution date of the Contract.

<u>FINAL COMPLETION</u>. Work completed in compliance with industry standards, contract provisions, and passed final inspection.

<u>FIRE ANT CONTROL.</u> The use of chemicals to control of insects utilizing a three times per year schedule. Specified product is Extinguish Ant Bait or approved equal that is non-toxic/harmful to grazing livestock.

<u>INSECTICIDE/FUNGICIDE APPLICATION.</u> Identifying areas of landscape or plant material affected by insects and/or disease and applying corrective chemicals.

JOINT/CRACK CLEANING. Joints and cracks in concrete, asphalt, brick or other hard surfaces paved medians shall be kept clean of weeds at all times. Routine spraying of weed control products shall be used to control weed growth. Any type of joint/crack weed eradication which damages concrete, asphalt, brick or other hard surfaces shall be repaired and restored to its original condition within seven (7) days, at the Contractor's expense, subject to approval by the Town or its Designee.

<u>LANDSCAPE BED.</u> Planted area where shrubs, groundcovers, and /or other plant material and trees are grouped together in a mulched bed.

<u>LITTER REMOVAL</u>. Collection and proper disposal of all trash and debris, including but not limited to items such as paper, cans, bottles, auto parts and dead animals in the Right-of-way.

<u>LODGE POLE AND SISAL.</u> A method of supporting plant material utilizing staking lumber landscape lodge poles and sisal chord or rope to secure the poles to the tree trunk. Specified for trees of three inches caliper or less.

<u>MAINTENANCE</u>. As defined for this RFP, includes but is not be limited to litter, trash and debris removal and proper disposal, mowing, edging, hedge trimming, selective trimming, selective tree trimming, various types of spraying, raking, sweeping, weeding, string trimming, mulching, and other property maintenance services, miscellaneous Code Enforcement maintenance services and other Work as described herein.

<u>PROJECT.</u> The whole or any part of the Work to be provided under this RFP and the Contract Documents.

<u>PROPOSAL.</u> The offer or proposal of a Proposer submitted on the prescribed form(s) and including all information and submission required by the RFP.

<u>ROOT BALL STAKING.</u> A method of supporting plant material which utilizes vertical and horizontal lumber supports around the root ball of a plant. Specified for all trees with sufficient root systems. This is the preferred method of staking trees in Southwest Ranches.

<u>SELECTIVE TRIMMING.</u> Shall include trimming foliage growth specified for select plantings including one or more of the following: removal of low growth, removal of growth over a specified height, removal of dead or diseased plant parts, removal of suckering, sprouting, adventitious growth, removal of seed pods, removal of branches or fronds in paths and/or walkways.

<u>SERVICE CATEGORY.</u> Specific type or style of maintenance services indicated by location or zone (some zones are not applicable and therefore not included in this RFP), as follows:

<u>Service Category D</u>: Type or style of maintenance as defined in this RFP located within Maintenance Zones 33 through 43, Parks and Other Town Property Maintenance.

<u>SITE.</u> An area of ground within the Town, requiring maintenance. (e.g. "Sunshine Ranches Equestrian Park").

<u>SITE INSPECTIONS.</u> Inspections made by the Town to verify the quality of the Work performed or to verify that deficient work has been corrected.

<u>STRING TRIMMING.</u> Shall be used to maintain any area that is not accessible by mowing equipment. In turf areas, string trimming shall be four and one half (4.5) inches in height, depending on types of turf maintained. Scalping of sod areas shall be prohibited. (*See* Section 5.8). The girdling of trees is to be avoided at all times.

<u>SWEEPING/BLOWING.</u> Shall be used to gather post-cut landscape and other debris from hardscape surfaces.

TOWN. Town of Southwest Ranches, Florida.

<u>TREE BED.</u> A circular area extending three (3) foot from a tree trunk, surrounding any individual trees not planted in multiples in landscape beds.

<u>TREE SERVICES.</u> Erection and reset of downed, wind-thrown trees and tree straightening / Staking. Service to upright fallen or downed trees and provide support with specified staking method.

TRASH RECEPTACLE. Any park fixture for the collection of trash and debris. Is to be maintained by daily or weekly removal of trash to a location specified by the Town.

<u>WEEDING</u>. The removal of unwanted plat material to control wild, invasive vegetative growth which was not included in the original landscape design. Weeding shall include, but is not limited to ornamental beds, base of shrubbery, trees, tree beds, guardrails, fencing, hedges, sidewalks, curb lines, between curb and gutter, edge of pavement, all concrete medians or other areas where weeds exist. These areas shall be maintained "weed free" at the completion of the work for each site.

<u>WORK.</u> The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFP, Contract Documents and addendums.

APPENDIX A PROPOSAL FORMS SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ ZONES/SERVICE

CATEGORY D: PARKS AND OTHER TOWN PROPERTY MAINTENANCE – ZONES 33 THROUGH 432

Service Category	Zone #	Location / Zone Name	Total Acres	Area to maintain
D	33	Trailside Park	4	Entire
D	34	Sunshine Ranches Equestrian Park	20	Entire
D	35	Calusa Corners Park	11	Entire
D	36a.	Southwest Meadows Sanctuary Park	26	Entire
D	36b.	Southwest Meadows Sanctuary Park Landscaped areas, weed control	1	Entire
D	37a.	Rolling Oaks Park	44.5	Entire
D	37b.	Rolling Oaks Park Butterfly Garden, weed	1	Entire
D	38.	Frontier Trails Park	30	Improved or cleared areas only (approx. <1 acre). Other areas may be added later
D	39.	Town Hall	2	Entire
D	40.	Public Safety Facility	<1	Entire
D	41.	Stirling Rd. at SW 185 Way "pocket park"	1.6	Entire
D	42.	Country Estates Fishing Hole Park ²	16	Improved or cleared areas only (approx. 5 acres). Other areas may be added later
D	42b.	Country Estates Fishing Hole Park, playground ant bait	<1	
D (6)	43.	Broadwing Building ¹	1.7	Improved or cleared areas (approx. <1 acre) highlighted in the attached drawing

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

^{1.} As applicable, based on Maintenance needed for amenities on site

^{2.} Probable future addition (of whole property or by acre) to Contract.

APPENDIX A PROPOSAL FORMS SERVICE CATEGORIES/MAINTENANCE FREQUENCIES

Location/ Zone/ Service	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
33. Trailside Park	4	24	1	1	1	2	3	3	3	3	2	2	2	1
34. Sunshine Ranches Equestrian Park	20	26	1	1	1	2	3	3	3	3	3	3	2	1
35. Calusa Corners Park	11	20	1	1	1	1	2	2	3	3	2	2	1	1
36a. Southwest Meadows Sanctuary Park	26	12	1	1	1	1	1	1	1	1	1	1	1	1
36b. Southwest Meadows Sanctuary Park Landscaped areas, weed control	1	32	2	2	3	3	3	3	3	3	3	3	2	2
37a. Rolling Oaks Park	44.5	24	1	1	1	2	3	3	3	3	2	2	2	1
37b. Rolling Oaks Park Butterfly Garden, weed	1	32	2	2	3	3	3	3	3	3	3	3	2	2
38. Frontier Trails Park ²	30	12	1	1	1	1	1	1	1	1	1	1	1	1
39. Town Hall	2	24	2	2	2	2	2	2	2	2	2	2	2	2
40. Public Safety Facility	<1	24	2	2	2	2	2	2	2	2	2	2	2	2
41. Stirling Rd. at SW 185 Way "pocket park"	1.6	16	1	1	1	1	1	2	2	2	2	1	1	1
42. Country Estates Fishing Hole Park ²	16	24	2	2	2	2	2	2	2	2	2	2	2	2
42b. Playground ant bait	<1	12	1	1	1	1	1	1	1	1	1	1	1	1
43. Broadwing Building ¹	1.7	6	1	0	1	0	1	0	1	0	1	0	1	0

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

1. As applicable, based on Maintenance needed for amenities on site.

^{2.} Probable future addition (of whole property or by acre) to Contract.

APPENDIX A PROPOSAL FORMS SERVICE CATEGORIES/MAINTENANCE FREQUENCIES

Location/ Zone/ Service	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Fire Ant Control	N/A	3	0	1	0	0	1	0	0	0	0	1	0	0
Tree Bed Weeding	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
Sucker/ water sprout trimming	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
Fertilization	N/A	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	N/A	1-2												

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

- 1. As applicable, based on Maintenance needed for amenities on site.
- 2. Probable future addition (of whole property or by acre) to Contract.

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

Service Category	Location/ Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies")
D	33	Trailside Park 4 acres	\$	\$
D	34	Sunshine Ranches Equestrian Park 20 acres	\$	\$
D	35	Calusa Corners Park 11 acres	\$	\$
D	36a.	Southwest Meadows Sanctuary Park 26 acres	\$	\$
D	36b.	Southwest Meadows Sanctuary Park Landscaped areas, weed control 1 acre	\$	\$
D	37a.	Rolling Oaks Park 44.5 acres	\$	\$
D	37b.	Rolling Oaks Park Butterfly Garden, weed 1 acre	\$	\$
D	38.	Frontier Trails Park 30 acres	\$	\$
D	39.	Town Hall 2 acres	\$	\$
D	40.	Public Safety Facility <1 acre	\$	\$
D	41.	Stirling Rd. at SW 185 Way "pocket park" 1.6 acres	\$	\$
D	42.	Country Estates Fishing Hole Park 16 acres	\$	\$
D	42b.	Playground ant bait <1acre	\$	\$
D	43.	Broadwing Building 1.7 acres	\$	\$

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

GRAND TOTAL - MAINTENANCE PROPOSAL:						
PRICE LIST BY ZO	NE (BASE PROPOSA)	L): \$				
PROPOSER'S	SIGNATURE:					
COMPANY NAME:						

CONTRACTOR'S PROPOSAL FOR AUXILIARY SERVICES

Item	Services	Unit	Unit Price
No.			
1	Parks and Other Town Property Mowing,	Per Acre	\$
	Trimming and Maintenance		_
2	Parks and Other Town Property Mowing	Per Acre	\$
	Only Maintenance		
3	String Trimming Only Maintenance	Per Linear Foot	\$
4	String Trimming Only Maintenance	Per Square Foot	\$
5	Shrub Trimming Only Maintenance	Per Square Foot	\$
6	Weeding Only Maintenance	Per Square Foot	\$
7	Edging Only Maintenance	Per Linear Foot	\$
8	Line of Sight/Brushback	Per Square Foot	\$
9	Herbicide spraying	Per Square Foot	\$
10	Fire Ant Control Service	Per lb. in place	\$
11	Laborer/Groundskeeper	Per hour 8:00 a.m 4:30	\$
	•	p.m., Mon-Fri	
12	Laborer/Groundskeeper	Per hour for all other times	\$
13	Supervisor/Foreman	Per hour 8:00 a.m 4:30	\$
		p.m., Mon-Fri	,
14	Supervisor/Foreman	Per hour for all other times	\$
15	Certified Arborist	Per hour 8:00 a.m 4:30	\$
		p.m., Mon-Fri	T
16	Certified Arborist	Per hour for all other times	\$
17	Skidsteer Loader with bucket, forks and	Per hour =	\$
1,	tree boom attachment with a minimum		Ψ
	operating capacity of 3000 lbs. with		
	operator.		
18	Skidsteer Loader with bucket, forks and	Per day =	\$
10	tree boom attachment with a minimum	Ter day	Ψ
	operating capacity of 3000 lbs. with		
	operator.		
19	Skidsteer Loader with bucket, forks and	Per week =	\$
17	tree boom attachment with a minimum	Ter week	Ψ
	operating capacity of 3000 lbs. with		
	operator.		
20	Skidsteer Loader with bucket, forks and	Per month =	\$
20	tree boom attachment with a minimum		¥
	operating capacity of 3000 lbs. with		
	operator.		
21	Combination Front End Loader and	Per hour =	\$
∠ 1	Backhoe with a minimum operating		Ψ
	weight of 13,000 lbs., with operator		

22	Combination Front End Loader and	Per day =	\$
22	Backhoe with a minimum operating	1 Ci day =	Ψ
	weight of 13,000 lbs., with operator		
23	Combination Front End Loader and	Per week =	\$
23	Backhoe with a minimum operating	Ter week =	Ψ
	weight of 13,000 lbs., with operator		
24	Combination Front End Loader and	Per month =	\$
	Backhoe with a minimum operating		
	weight of 13,000 lbs., with operator		
25	Min. 15,000 GVM Dump Truck with	Per hour =	\$
	Operator		'
26	Min. 15,000 GVM Dump Truck with	Per day =	\$
	Operator	, and the second	
27	Min. 15,000 GVM Dump Truck with	Per week =	\$
	Operator		
28	Min. 15,000 GVM Dump Truck with	Per month =	\$
	Operator		
29	Watering Truck with Operator	Per hour =	\$
30	Watering Truck with Operator	Per day =	\$
31	Watering Truck with Operator	Per week =	\$
32	Watering Truck with Operator	Per month =	\$
33	Hydraulic Bucket Truck with a reach of	Per hour =	\$
	55', with operator		
34	Hydraulic Bucket Truck with a reach of	Per day =	\$
	55', with operator		
35	Hydraulic Bucket Truck with a reach of	Per week =	\$
	55', with operator		
36	Hydraulic Bucket Truck with a reach of	Per month =	\$
	55', with operator		
37	Mowing of turf area – Acreage	Per acre=	\$
38	Melaleuca Mulch	Per Cubic Yard installed	\$
39	Bahia Sod per pallet furnished & installed	Per pallet furnished &	\$
		installed	
40	St. Augustine Sod per pallet furnished &	Per pallet furnished &	\$
	installed	installed	
41	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$
42	15-0-15 – 50% sulphur coated, with	Per 50 lb. in place	\$
	Talstar		
43	Micronutrients: Manganese, in granular	Per lb. in place	\$
	form		

44	Micronutrients: Magnesium, in granular	Per lb. in place	\$			
	form					
45	Removal & Proper disposal of debris	Per Cubic Yard	\$			
46	Sunshine Ranches Equestrian Park Additional Ring and Trail dragging	Per Service	\$			
47	Re-set downed/wind thrown tree	Per Tree	\$			
48	Staking – root ball staking (preferred method)	Per Tree	\$			
49	Staking and guying - board and batten materials (3" caliper or greater)	Per Tree	\$			
50	Staking and guying - lodge poles and sisal materials (3" caliper or less)	Per Tree	\$			
51	Removal of exotic/hazard tree	Per Caliper inch of trunk	\$			
52	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	\$			
	Miscellaneous Code Enforcement Maintenance					
53	Mowing/trimming maintenance	Per Individual Proposal				

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, services, materials equipment, etc., to perform Town Wide Parks and Property Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: _	
DDODOGED'S NAME.	
PROPOSER'S NAME:	
COMPANY NAME:	

The quantities indicated in the Proposal Forms are estimates of the work and intended for evaluation purposes. The Town does not guarantee the quantities shown on the Proposal form. Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

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

The Proposer shall furnish prices for all Proposal items. Failure to do so may render the Proposal invalid and cause its rejection. Also, evidence that the Proposer holds appropriate licenses to perform the Work which is the subject of this Proposal, and as required by Florida Statutes and Local law, must be submitted along with the Proposal. Proposers must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All applicable federal, state and local taxes, and insurance are included in the Proposal price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

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

[Remainder of page intentionally left blank]

PROPOSER INFORMATION

NAM	E:	
ADDI	RESS:	
FEIN:	:	
LICE	NSE NUMBER:	STATE OR COUNTY:
LICE	NSE TYPE:(Attach copy of lice	ense)
LICE	NSE LIMITATIONS, IF ANY:(Atta	ach a separate sheet, if necessary)
LICE	NSEE SIGNATURE:	
LICE	NSEE NAME:	
PROP	OSER'S SIGNATURE:	
PROP	OSER'S NAME:	
PROP	OSER'S ADDRESS:	
PROP	POSER'S PHONE NUMBER: Office	e: Cell:
PROP	POSER'S EMAIL ADDRESS:	
By:		
	Name of Corporation/Entity	
	Address of Corporation/Entity	
	Signature of President or Authoriz	ed Principal
	By:	_
seal)	Title:	(If the Proposer is a Corporation, affix corporate

APPENDIX B DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES OFFICIALLY DESIGNATED REPRESENTATIVE

COUNTY OF
BEFORE ME, the undersigned authority, this day personally appeared, 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 of
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:

- 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 profit 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.

6. Under penalty of perjury, Affian Affidavit and to the best of Affiant's knowledge and	t declares that Affiant has examined this d belief it is true, correct and complete.
AFFIANT FURTHER SAYETH NAUGHT.	
	, Affiant (Print Affiant Name)
The foregoing instrument was acknowledged, 20, by	
	Notary Public
	(Print Notary Name) State of at Large My Commission Expires:

Disclosure of Ownership Interests

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, 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.

Name	Address

APPENDIX C DRUG FREE WORKPLACE

Proposers 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 proposal 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 proposal, 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.

PROPOSER'S SIGNATUI	RE:		 	
PROPOSER:				
		50		

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

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

1.	This sworn statement is submitted to
by	
	e business address is
and (if applicable) its Federal Employer Identification Number (FEIN) is

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal, 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 trail 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.

- 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 proposals or applies to proposal 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]

PROPOSER:	
By:	
(Printed Name)	
(Title)	
Sworn to and subscribed before me thisd	ay of, 20
Personally known	
Or Produced Identification (Type of Identification))
Notary Public - State of	
Notary Signature	
My Commission Expires	
(Printed, typed, or stamped commissioned name of n	otary public)

APPENDIX E NON-COLLUSION AFFIDAVIT

State	of)) ss:	
County of)	
			being first duly sworn deposes and says that:
(1)	He/She is the Agent) of submitted the attached		(Owner, Partner, Officer, Representative of the Proposer that has
(2)	He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;		
(3)	Such Proposal is genuine and is not a collusive or sham Proposal;		
(4)	Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal 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 Proposer, firm, or person to fix any overhead profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead profit, or cost elements of the Proposal price or the Proposal price of any other Proposer or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;		
(5)	by any collusion, cor	nspiracy, connivar of its agents,	ed Proposal are fair and proper and are not tainted ance, or unlawful agreement on the part of the representatives, owners, employees or parties in

[Signatures on next page]

PROPOSER:		
By:	-	
(Printed Name)	_	
(Title)	_	
Sworn to and subscribed before me this	day of	, 20
Personally known		
Or Produced Identification(Type of Identification		
Notary Public - State of		
Notary Signature		
My Commission Expires		
(Printed, typed, or stamped commissioned name of	notary public)	

APPENDIX F CERTIFICATE OF AUTHORITY

State of)				
) ss:				
County of)				
I HEREBY CERTIFY that Owner of (Company name) the Proposal dated execution thereof, attested by	the unde	0, to the rsigned, sl	ne Town	is hereby author of Southwest R the official act	rized to execute anches and his
IN WITNESS WHEREOF, I have	e hereunto	set my hand	d this	_ day of	, 20
				Secretary:	
				(SEAL)	
PROPOSER:					

APPENDIX G CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of)	
) ss:	
County of)	
representatives of a Limited Liability	the Board of Directors of a corporation or authorized Company existing under the laws of the State of the Sta
authorized representative of a Limited Lia the Proposal dated,	
	unto set my hand and affixed the official seal of the ty this, 20
Corporation of Emineur Enabling Compani	, unis, 20
	Secretary:
	(SEAL)
PROPOSER:	

APPENDIX H CERTIFICATE OF AUTHORITY (If Partnership)

State of)		
) ss:		
County of)		
I HEREBY CERTIFY	_	Partners of the	
A partnership existing, 20, th			
"RESOLVED, that, Partnership, be and is hereby a 20, to the Town of South attested by the and deed of this Partnership."	west Ranches and thi	is partnership and that	his execution thereof,
I further certify that sai	d resolution is now in	n full force and effect.	
IN WITNESS WHERE 20	EOF, I have hereunto	set my hand this,	day of,
		Secreta (SEAL	•
PROPOSER:			

APPENDIX I CERTIFICATE OF AUTHORITY (If Joint Venture)

State of)	
) ss: County of)	
I HEREBY CERTIFY that a meeting of the Partners of the	
A corporation existing under the laws of the State of, 20, the following resolution was duly passed and	
"RESOLVED, that,	, as of the
Joint Venture, be and is hereby authorized to execute the Proposal dated 20, to the Town of Southwest Ranches and this partnership and that attested by the and deed of this Joint Venture."	his execution thereof,
I further certify that said resolution is now in full force and effect.	
IN WITNESS WHEREOF, I have hereunto set my hand this, 20	day of,
Secreta (SEAL	•
PROPOSER:	

APPENDIX J PROPOSAL BOND

Bond	d No	
PRO	POSAL BOND	
State	of	_)
) ss:
Cour	nty of	_)
KNC	OW ALL MEN BY THESE PR	ESENTS, that we,
	, as Pr	rincipal, and
South the p	hwest Ranches, a municipalDollars (\$ payment of which sum well an	, as Surety, are held and firmly bound unto the Town of corporation of the State of Florida, in the penal sum of), lawful money of the United States, for d truly to be made, we bind ourselves, our heirs, executors, y and severally, firmly by these presents.
		IGATION IS SUCH that whereas the Principal has submitted20 for:
	"RFP No.: 20-007: Town	-wide Parks and Property Maintenance Services"
NOV	V, THEREFORE,	
(a)	If said Proposal shall be reje	cted, or in the alternate
(b)	said Town the appropriate bonds, and shall in all re acceptance of said Proposal in force and effect, it bein	cepted and the Principal shall properly execute and deliver to Contract Documents, including any required insurance and spects fulfill all terms and conditions attributable to the then this obligation shall be void; otherwise, it shall remain g expressly understood and agreed that the liability of the ms hereunder shall in no event exceed the amount of this
		the above bonded parties have executed this instrument under
	[Signatures on next page]	

PROPOSER:	
By:	
Title:	
	or Partnership Principal)
	(Business Address)
	(City/State/Zip)
SURETY:By:	
(SEAL)	(Business Address)
	(City/State/Zip)
	(Business Phone)
	nust appear on the Treasury Department's most current listorized to transact business in the State of Florida.
Countersigned by Florida Agent:	
	Name:
	Date:

APPENDIX K GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON
PROPOSER:			

70

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

TO THE TOWN OF SOUTHWEST RANCHES:

Southwest Ranches within the limits of the sole responsibility for compliance with all Health regulations, and agree to indemnify including its Council Members, officers	es and agrees that as Contractor for the le Town of Southwest Ranches, Florida, we requirements of the Federal Occupational Sy and hold harmless the Town of Southwest and employees, from and against any and to's failure to comply the second comply to's failure to comply the second complex com	have the Safety and Ranches, all legal
ATTEST	CONTRACTOR	
	BY:	
	Print Name	
	Date:	
PROPOSER:		

APPENDIX M PROPOSER CONFIRMATION OF QUALIFICATIONS

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

At the time of the Proposal, the Proposer 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 Request for Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposers 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 Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal 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.

Proposer:			
Proposer's Name:		-	
Proposer's Address:			
Proposer's Phone Number:		_	
Proposer's Email:		_	
Contractor's License and described in this RFP):	License number(s) (atta	ach copies of license	e(s) required for the work
	[Signatures on	next page]	

PROPOSER:	
State of Florida	
County of	
The foregoing instrument was acknowledged before me this _ by of known to me or who has produced	(Proposer), who is personally
not) take an oath.	as identification and who did (did
WITNESS my hand and official seal.	
NOTARY Public Records of County, Florida	
Notary Signature Name of Notary Public: (Print, Stamp, or type as Commissione	ed)
PROPOSER:	

APPENDIX N PROPOSER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:
Project Name:
Contract Amount:
Contract Date:
Client Name:
Address:
Contact Person:
Contact Person Tel. No.:
Project Name:
Contract Amount:
Contract Date:
Client Name:
Address:
Contact Person:
Contact Person Tel. No.:

Project Name:
Contract Amount:
Contract Date:
Client Name:
Address:
Contact Person:
Contact Person Tel. No.:
PR∩P∩SER·

APPENDIX O SUB-CONTRACTOR LIST

In the form below, the Proposer shall list all Subcontractors to be used on this project if the Proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

CLASSIFICATION OF WORK	NAME	ADDRESS
WUKK		
PROPOSER:		

APPENDIX P ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of any addendum by initialing below	v for each addendum received
Addendum No.1	
Addendum No.2	
Addendum No.3	
Addendum No.4	

[Remainder of page intentionally left blank]

APPENDIX Q LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years:

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:		
PR∩	POSER·		

APPENDIX R W-9

INSERT W-9

APPENDIX S PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

APPENDIX T STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Venessa Redman, Senior Procurement and Budget Officer Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330

Email: vredman@southwestranches.org

REASONS

1	Do not offer this product/service or equivalent.
2	Schedule would not permit.
3	Insufficient time to respond to solicitation.
4	Unable to meet specifications / scope of work.
5	Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6	Specifications not clear.
7	Unable to meet bond and / or insurance requirements.
8	Solicitation addressed incorrectly, delayed in forwarding of mail.
9	Other (Explanation provided below or by separate attachment).
Explanatio	n:
	may delete the names of those persons or businesses who fail to respond to three (3) as, who fail to return this Statement, or as requested.
Desire to re	eceive future Town solicitations? Yes No

COMPANY:		
NAME:		
TITLE:		
ADDRESS:		
TELEPHONE: ()	DATE	

APPENDIX U 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:			_
Street address:			_
City, State, Zip:			
CERTIFIED BY:	(type or print)	_	
TITLE:			
SIGNATURE:		_ DATE:	

APPENDIX V 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).

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. 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.

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. Respondent must be able and willing to comply with the Town's FEMA compliant documentation submission requirements.

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.

EXHIBIT "A" EXAMPLE AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

RFP NO.: 20-007

TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES

AGREEMENT FOR RFP No.: 20-007 TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES

			nt" or "Contract" en the Town of S		
			hereinafter refe		"Town") and
WHERE and	CAS, the Town d	esires to mainta	ain parks and pro	perty within To	own ("Project"):
WHERE	•	advertised a, 2019 ("R	Request for Pro	pposals, RFP 1	No. 20-007 on
WHERE	EAS, proposal	s were received	by the Town on .	January 28, 202	0; and
	,	-	olution No. 202 recommended fo	-	and has
NOW T	HEREFORE, in	consideration	of the foregoing	promises and th	ne 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 RFP 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 RFP, the Contractor's Proposal, 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.
- 1.3 By submitting its Proposal 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 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 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

"RFP No.: 20-007 TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES

- 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 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

Section 3: Compensation & Method of Payment

- 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 amounts 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 delivered 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.

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 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 RFP.
- 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 Broward County

And

Broward County Board of County Commissioners 115 S Andrews Avenue Fort Lauderdale, FL 33301

- 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 One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - B. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: 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 nonowned 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.

- D. <u>ENVIRONMENTAL POLLUTION INSURANCE</u>: The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.
- 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. Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard, Suite 1000 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 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 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, 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.

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 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 RFP 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 RFP 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: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/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.** <u>Termination by Mutual Agreement</u>. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. <u>Termination for Convenience</u>. 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.** <u>Immediate Termination by Town.</u> 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

<u>Pursuant to Florida Statutes, Section 287.133</u>: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Proposal 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 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 at Section 2.4.

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Keith M. Poliakoff, Esq. Saul Ewing Arnstein & Lehr

200 East Las Olas Boulevard

	Fort Lauderdale, Florida 33301
If to Contractor:	

C--:4- 1000

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 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. <u>Independent Contractor</u>. 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.** <u>Materiality and Waiver of Breach</u>. 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.** <u>Joint Preparation</u>. 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.** <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- **I.** <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- **J.** <u>Binding Authority</u>. 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.** <u>Truth-in-Negotiation Certificate</u>. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have	e made and executed this Agreement on the
respective dates under each signature:	, and the TOWN OF
SOUTHWEST RANCHES, signing by and thro	ugh its Mayor duly authorized to execute same
by Council action on the day of	2020.
WWW.HEGGEG	CONTRACTION
WITNESSES:	CONTRACTOR:
	By:
	<i>Dy</i>
	,(title)
	day of 202_
	day or 202_

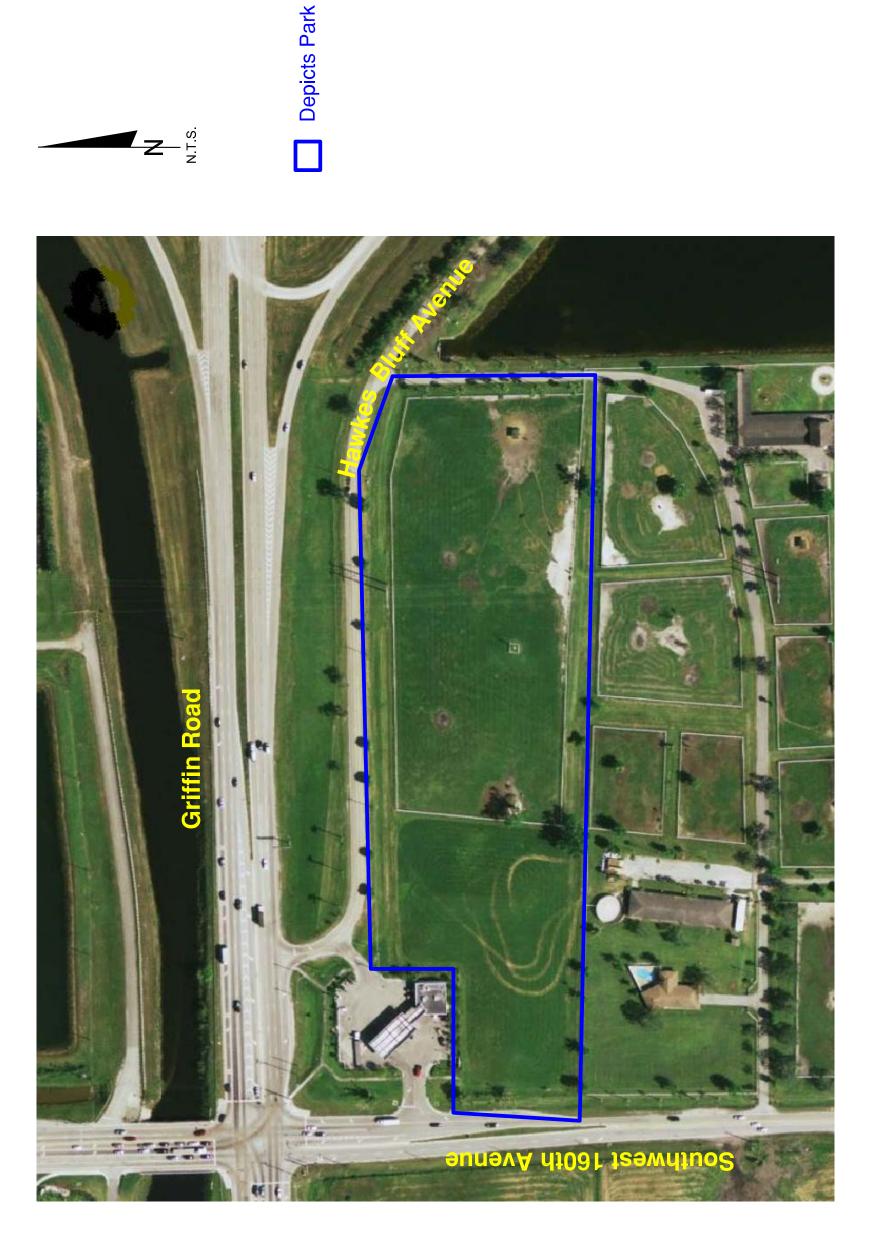
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TOWN OF SOUTHWEST RANCHES

	By: _		
	, –	Doug McKay, Mayor	
	_	day of	202_
	Ву: _		
			, Town Administrator
		day of	202_
ATTEST:			
Russell Muñiz, Assistant Town Administrator/To	wn Clerk	ζ	
APPROVED AS TO FORM AND CORRECT	NESS:		
Keith M. Poliakoff, Town Attorney			



Highlighted area = maintenance SIN 209TH AVE **Broadwing Building** CAPPINAD

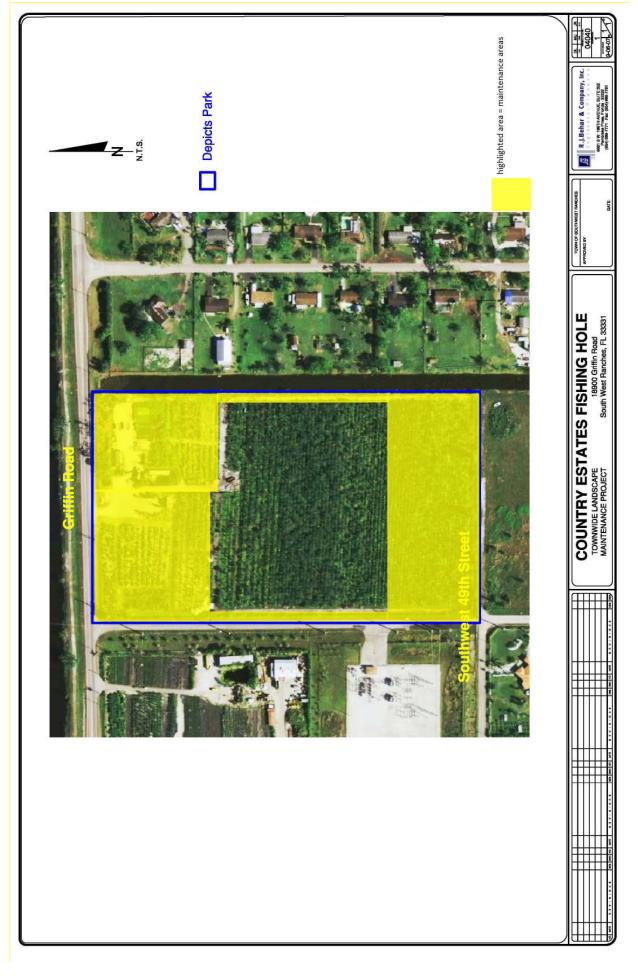


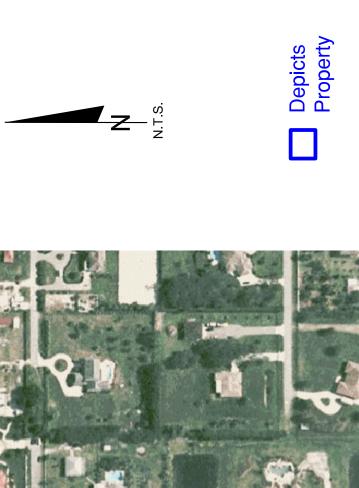
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SOUTHWEST MEADOWS SANCTUARY - CALUSA CORNERS

TOWNWIDE LANDSCAPE MAINTENANCE PROJECT

No Address Assigned







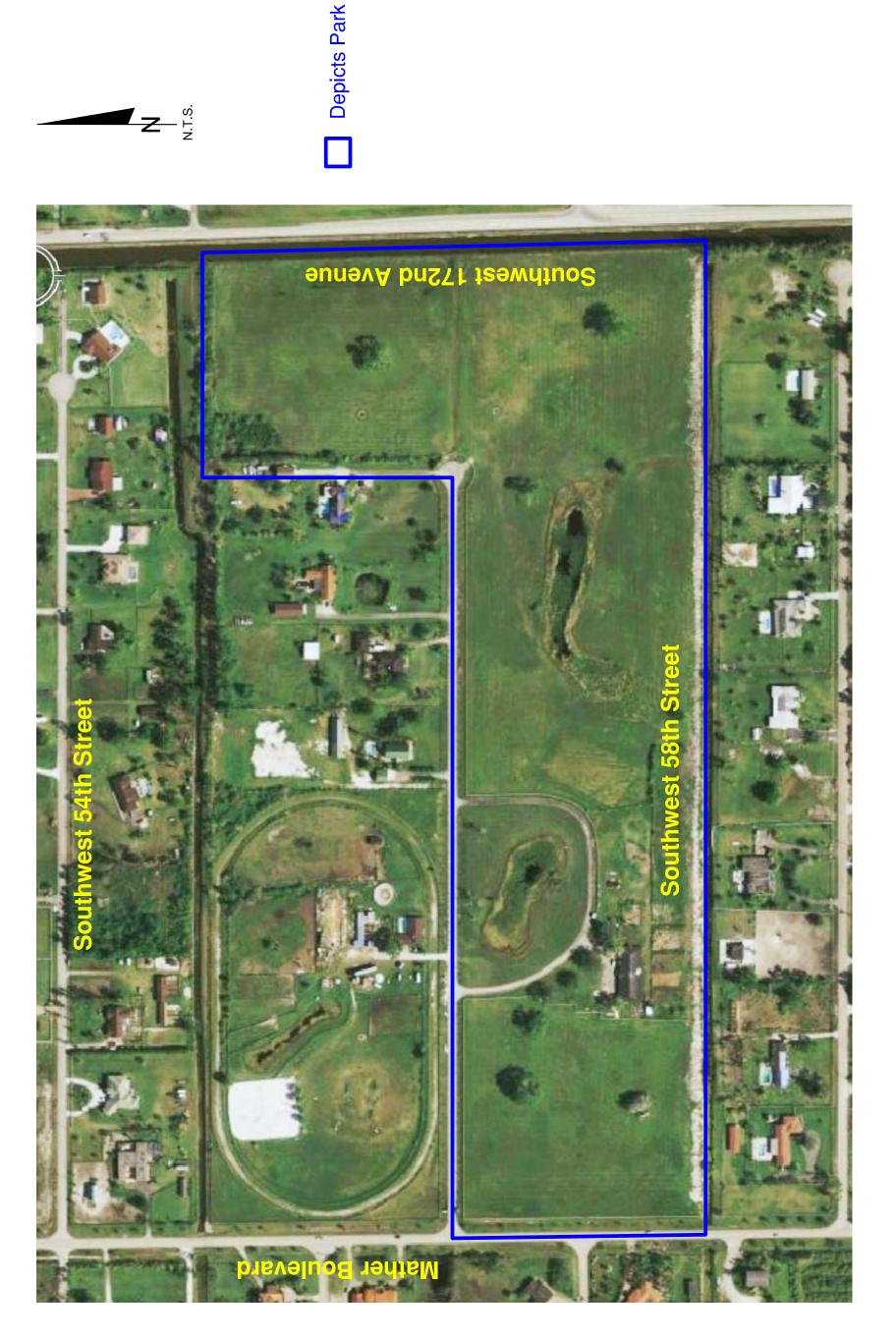
FRONTIER TRAILS
TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT







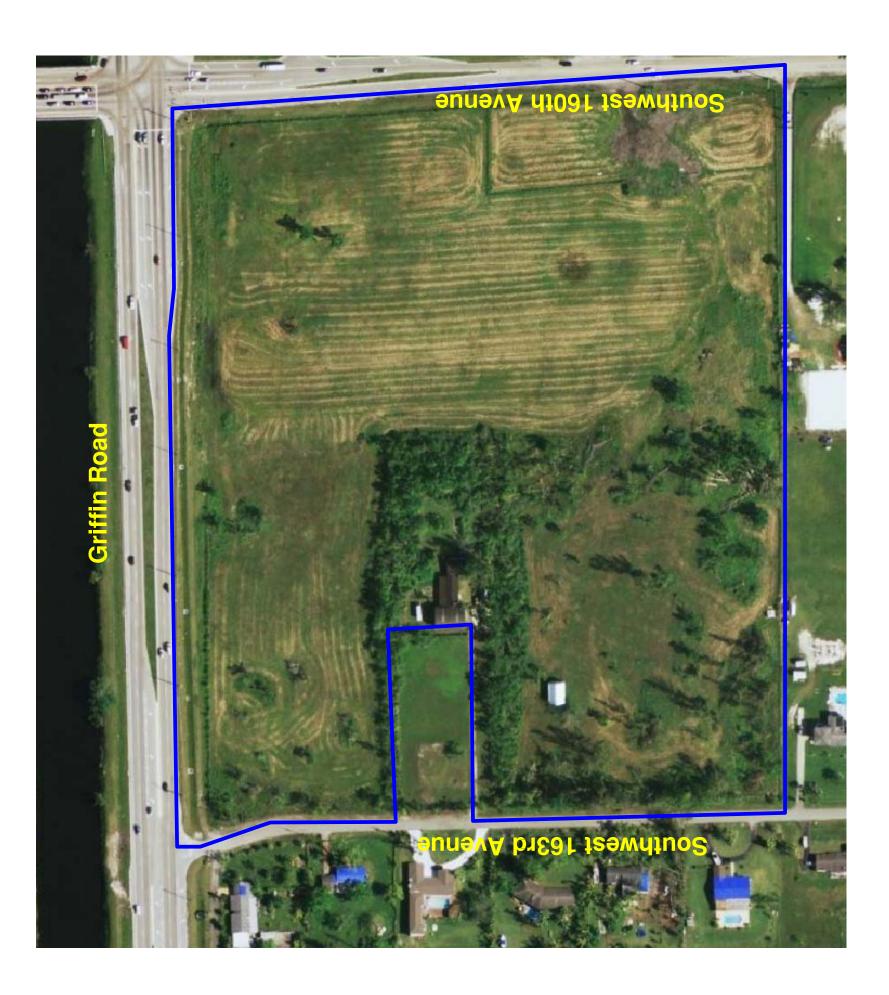
PUBLIC SAFETY FACILITY PROPERTY TOWNWIDE LANDSCAPE MAINTENANCE PROJECT South West Ranches, FL 33331



ROLLING OAKS PASSIVE OPEN SPACE PARK

TOWNWIDE LANDSCAPE MAINTENANCE PROJECT

17630 SW 56th ST South West Ranches, FL 33331



Depicts Park

No Address Assigned SOUTHWEST MEADOWS SANCTUARY

TOWNWIDE LANDSCAPE MAINTENANCE PROJECT

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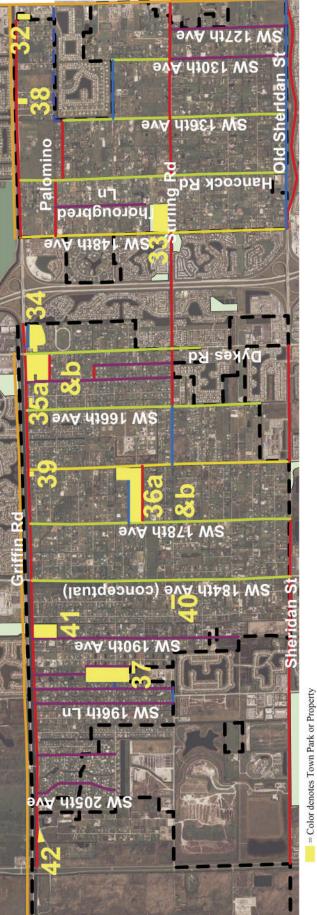


SUNSHINE RANCHES EQUESTRIAN PARK

TOWNWIDE LANDSCAPE MAINTENANCE PROJECT

5840 SW 148 Avenue South West Ranches, FL 33330





Zone 32. Trailside Park: 12498 Griffin Road

Zone 33. Sunshine Ranches Equestrian Park: 5840 SW 148 Avenue

Zone 34. Calusa Corners Park: SE Corner Hawke's Bluff Avenue (Griffin Road) at SW 160 Avenue (Dykes Road)

Zone 35.a. Southwest Meadows Sanctuary Park: SW Corner Griffin Road at SW 160 Avenue (Dykes Road)

Zone 35.b.Southwest Meadows Sanctuary Park: (interior of property above)

Zone 36.a. Rolling Oaks Park: 17630 SW 56 Street

Zone 36.b. Rolling Oaks Park: (interior of property above)

Zone 37. Frontier Trails Park: SW 193rd Lane at SW 51 Manor

Zone 40. Stirling Rd. at SW 185 Way "Pocket Park" Zone 39. Public Safety Facility: 17220 Griffin Road

Zone 38. Town Hall: 13400 Griffin Road

Zone 41. Country Estates Park: 18900 Griffin Road

Zone 42. Broadwing Building: 20951 Griffin Road

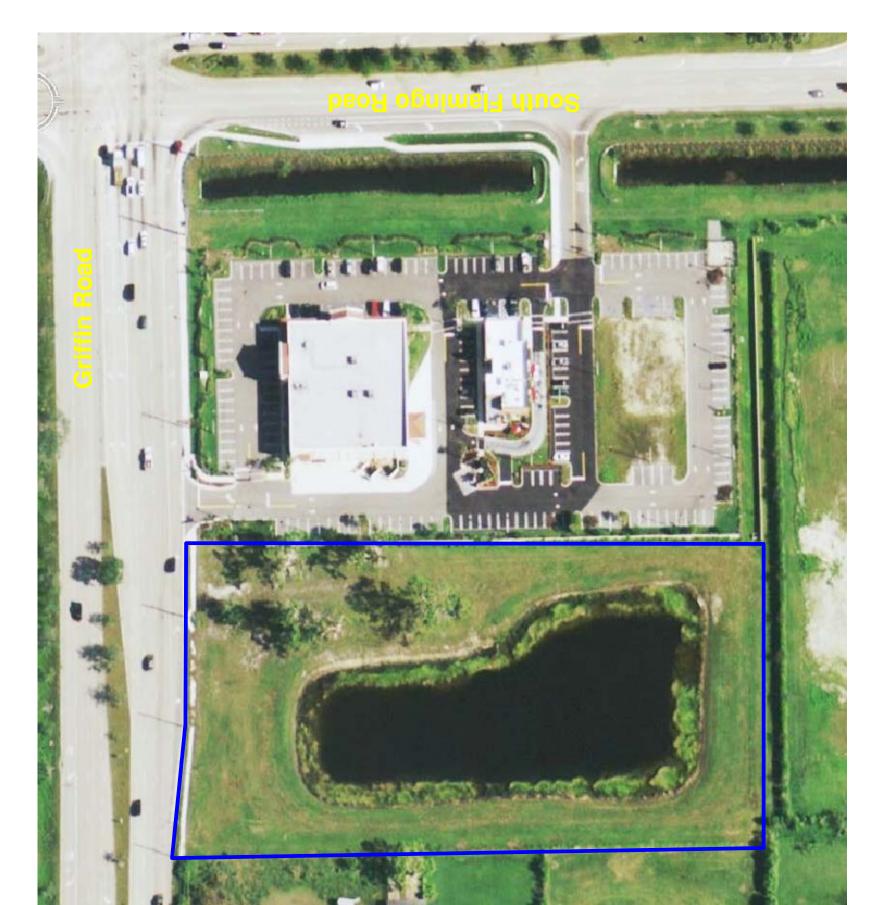
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R.J.Behar & Company, Inc.

12498 Griffin Road South West Ranches, FL 33330 TRAILSIDE PARK
TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT
Sout

ADDENDOM



= town park or property

Zone 33 Trailside Park: 12498 Griffin Road
Zone 34 Sunshine Ranches Equestrian Park: 5840 SW 148 Avenue
Zone 35 Calusa Corners Park: 4701 Hawke's Bluff Avenue (SE Corner Griffin Road at SW 160 Avenue/Dykes Road)
Zone 36.a. Southwest Meadows Sanctuary Park: SW Corner Griffin Road at SW 160 Avenue/Dykes Road)
Zone 36.b.Southwest Meadows Sanctuary Park: (planted areas of property above)
Zone 37.a. Rolling Oaks Park: 17630 SW 56 Street
Zone 37.b. Rolling Oaks Park butterfly garden
Zone 38. Frontier Trails Park: SW 193rd Lane at SW 51 Manor
Zone 39. Town Hall: 13400 Griffin Road
Zone 40. Public Safety Facility: 17220 Griffin Road
Zone 41. Stirling Rd. at SW 185 Way "Pocket Park"

Zone 41. Stirling Rd. at SW 185 Way "Pocket Park" Zone 42. Country Estates Park: 18900 Griffin Road Zone 43. Broadwing Building: 20951 Griffin Road







Exhibit "B"



CONTRACT RENEWAL

This Renewal Agreement ("Agreement") is made and entered into as of ________, 2025 by and between the Town of Southwest Ranches, with its principal office located at 13400 Griffin Road, Southwest Ranches, FL 33330 ("Town"), and EDJ Service, LLC, with its principal office located at 1700 SW 68 Avenue, Plantation, FL 33317 ("Vendor").

WHEREAS, pursuant to Resolution No. 2020-038, on May 14, 2020, the Town and the Vendor entered into an agreement (the "Original Agreement") for the provision of Town-Wide Parks and Property Maintenance services;

WHEREAS, this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Parks and Property Maintenance services for an additional five (5) year term, beginning on May 14, 2025;

WHEREAS, in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year;

WHEREAS, an immediate 2.75% Consumer Price Index (CPI) adjustment is to be activated beginning May 14, 2025;

WHEREAS, for the fiscal year of October 1, 2025 to September 30, 2026, EDJ Service, LLC will provide Town-Wide Parks and Property Maintenance services for an annual base fee of \$133,390.51;

WHEREAS, additional services that may be requested per the RFP pricing menu will also have the 2.75% Consumer Price Index (CPI) adjustment applied;

WHEREAS, any proposed fee increases for maintenance services beyond the fiscal year ending September 30, 2026, must be submitted at least ninety (90) days before the annual renewal date and shall be limited to the Consumer Price Index (CPI) adjustment, with a maximum increase of a 5%, subject to the sole discretion of the Town Administrator;

WHEREAS, the Town and the Vendor desire to renew the Original Agreement under the terms and conditions set forth herein and approved via Resolution No. 2020-038;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Renewal Term**: The term of the Original Agreement is hereby extended for an additional five (5) year term, beginning on May 14, 2025.
- 2. **Compensation**: The Town shall pay the Vendor as outlined above.
- 3. **Scope of Services/Goods**: The Vendor shall continue to provide the services/goods as outlined in the Original Agreement. Any modifications to the scope of services/goods must be agreed upon in writing by both parties.

- 4. **Terms and Conditions**: All terms and conditions of the Original Agreement, except as expressly modified by this Agreement, shall remain in full force and effect during the Renewal Term.
- 5. **Notices**: Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, or by overnight delivery service to the addresses set forth above.
- 6. **Miscellaneous**: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by both parties. Vendor agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement as of the day and year first above written.

TOWN OF SOUTHWEST RANCHES	EDJ SERVICE, LLC
Ву:	By:
Name: Russell Muniz	Name:
Title: Town Administrator	Title:
Date:	Date:

1001.027.2025



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

Russell C. Muniz, ICMA-CM, 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: December Lauretano-Haines, PRF Director

DATE: 4/24/2025

SUBJECT: Contract Renewal Townwide Right of Way Maintenance

Recommendation

Council approval is requested to approve the first modification extending the Agreement with EDJ Service, LLC for Town-Wide Right of Way Maintenance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

B. Enhanced Resource Management

Background

The Town's current 5-year contract for Town-Wide Right of Way Maintenance will expire on May 13, 2025. Town-Wide Right of Way maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 15 years.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget — Municipal Transportation Fund account #101-5100-541-46010 (Maintenance Service/Repair Contracts) and Municipal Transportation Fund account #101-5100-541-53110 (Road Materials-Griffin Road Maintenance). in order to align the contract term dates with the Town's fiscal year, the

first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year (09/30/2026).

Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	4/11/2025	Executive Summary
Resolution	4/11/2025	Resolution
Exhibit "A" Original Agreement	4/8/2025	Exhibit
Original Agreement final pages	4/8/2025	Backup Material
Exhibit "B" Agreement	4/11/2025	Agreement



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 Bob Hartmann, Vice Mayor Jim Allbritton, Council Member Gary Jablonski, Council Member David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council

THRU: Russell Muniz, Town Administrator

FROM: December Lauretano-Haines,

Parks Recreation and Forestry Director

DATE: April 24, 2025

SUBJECT: A Resolution to approve a Contract Renewal, extending the Agree-

ment with EDJ Service, LLC for Town-Wide Right of Way Mainte-

nance services

Recommendation

Council approval is requested to approve the first modification extending the Agreement with EDJ Service, LLC for Town-Wide Right of Way Maintenance.

Strategic Priorities

This item supports the following strategic priorities as identified in the Town's adopted strategic plan.

B. Enhanced Resource Management

Background

The Town's current 5-year contract for Town-Wide Right of Way Maintenance will expire on May 13, 2025. Town-Wide Right of Way maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 15 years.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget – Municipal Transportation Fund account #101-5100-541-46010 (Maintenance Service/Repair Contracts) and Municipal Transportation Fund account #101-5100-541-53110 (Road Materials-Griffin Road Maintenance). In order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it

establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year (09/30/2026).

Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director

RESOLUTION NO. 2025-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND EDJ SERVICE, LLC FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2020-038, on May 14, 2020, the Town and EDJ Service, LLC (the "Vendor") entered into an agreement (the "Original Agreement") for the provision of Town-Wide Right of Way Maintenance services; and

WHEREAS, the initial five (5) year term of the Agreement will expire on May 13, 2025; and

WHEREAS, Section 1.5 of Exhibit "A" to the Agreement allows extensions not to exceed a total of 15 years; and

WHEREAS, this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Right of Way Maintenance services for an additional five (5) year term, beginning on May 14, 2025; and

WHEREAS, in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year; and

WHEREAS, the Agreement provides for proposed fee increases with a maximum increase of 5% annually, subject to the sole discretion of the Town Administrator; and

WHEREAS, the Vendor has proposed a 2.75% Consumer Price Index (CPI) adjustment; and

WHEREAS, the Town and the Vendor desire to renew the Original Agreement; and

WHEREAS, the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with EDJ Service, LLC for five years, specifically through September 30, 2030, under the terms and conditions set forth herein and approved via Resolution No. 2020-036;

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

<u>Section 1.</u> Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

<u>Section 2.</u> Approval. The Town Council hereby approves the Contract Renewal extending the Agreement between the Town of Southwest Ranches and EDJ Service, LLC for Town-Wide Right of Way Maintenance services for an additional (5) year term, specifically through September 30, 2030.

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

<u>Section 4.</u> Effective Date. This Resolution shall become effective immediately upon adoption.

[Signatures on Following Page]

PASSED AND AD	OPTED by the To	own Council of th	e Town of Southwest
Ranches, Florida, this	day of April, 20	25, on a motion b	oy and

nded by	·
Breitkreuz Hartmann Allbritton Jablonski Kuczenski	Ayes Nays Absent Abstaining
	Steve Breitkreuz, Mayor
ATTEST:	
Debra Ruesga, CMC, Town Cl	erk
Approved as to Form and Cor	rectness:
Keith Poliakoff, J.D., Town At	torney

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RESOLUTION NO. 2020 - 036

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF EDJ SERVICE, LLC AS THE LOWEST PRICE MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE RIGHT OF WAY **MAINTENANCE SERVICES** AGREEMENT; **APPROVING** AGREEMENT WITH EDJ SERVICE LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES TO THE **APPROVING** TOWN: Α FY 2019-2020 **BUDGETARY** APPROPRIATION FROM THE GENERAL FUND; APPROVING AN ADDITIONAL EXPENSE NOT TO EXCEED \$14,190.00 (FOURTEEN THOUSAND, ONE HUNDRED AND NINETY DOLLARS AND ZERO CENTS) FOR THE **PRORATED** CONTRACTUAL **AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN** ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN **EFFECTIVE DATE.**

WHEREAS, in December 2019, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 20-008 seeking Town-Wide Right of Way Maintenance Services; and

WHEREAS, on January 28, 2020, the Town received proposals from six responsive and responsible proposers; and

WHEREAS, on February 4, 2020, at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the six (6) proposals, and ranked EDJ Service LLC as the lowest most responsive and responsible bid; and

WHEREAS, the Town Council hereby approves the ranking of the SC and authorizes the Town Administrator to enter into an Agreement with EDJ Service LLC; and

WHEREAS, the project is underfunded in the current fiscal year 2019-2020 budget, and the Town desires to provide funds for this project from its General Fund; and

WHEREAS, EDJ Service LLC and the Town desire to enter into an Agreement for the provision of Town-Wide Right of Way Maintenance Services under the terms and conditions set forth hereinafter;

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. After reviewing all of the information provided, the Town Council hereby approves the Selection Committee's ranking of EDJ Services, LLC as the lowest most responsive and responsible proposer for Town-Wide Right of Way Maintenance Services Agreement.

Section 3. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and EDJ Service LLC in substantially the same form as that attached hereto as Exhibit "B", for Town-Wide Right of Way Maintenance Services.

Section 4. In accordance with the Town Charter and the budget adopted in Ordinance No. 2019-002, the FY 2019-2020 budget is hereby amended as follows:

TRANSPORTATION FUND:

REVENUES: Trans Fd: Transfer from the General Fund (101-0000-381-38101)	INCREASE \$14,190
EXPENSES: Trans Fd.: Landscaping -Maintenance Service (101-5100-541-46010) Trans Fd.: Landscaping -Griffin Road Maint. (101-5100-541-53110) TOTAL	\$ 9,088 <u>\$ 5,102</u> \$14,190
GENERAL FUND: REVENUES: GF: Appropriated Unassigned Fund Balance (101-0000-381-38101)	INCREASE \$14,190
EXPENSES: GF: Transfer to Transportation Fund	\$14,190

Section 5. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with EDJ Service LLC. in substantially the same form as that attached hereto as Exhibit "B" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution

Section 6. This Resolution shall take effect July 1, 2020.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of May 2020, on a motion by You hart men and seconded by Um Jablons Ki

McKay Schroeder Amundson Hartmann Jablonski

Ayes Nays **Absent**

ATTEST

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
36944017.1

TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES



AGREEMENT BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

EDJ SERVICE LLC

FOR

RFP NO.: 20-008
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

AGREEMENT FOR

"RFP No.: 20-008 XXX TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES"

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this day of March 2020 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and EDJ Service, LLC (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to contract for Town-wide Right-of-Way Maintenance Services ("Project"); and

WHEREAS, the Town advertised a Request for Proposals, RFP No. 20-008 on December 13, 2019 ("RFP"); and

WHEREAS, seven (7) Proposals were received by the Town on January 28, 2020; and

WHEREAS, the Town has adopted Resolution No. 2020- <u>036</u> at a public meeting of the Town Council approving the recommended award and has selected EDJ Service, LLC for award of the Project.

WHEREAS, Contractor's Proposal is attached to this Agreement as Exhibit "A-1" and made a part hereof.

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

- Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP 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 RFP, the Contractor's Proposal, 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 workman practices for right-of-way maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal 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

TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

sites and difficulties associated with the execution of the 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.

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

"RFP No.: 20-008 TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES"

- 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.

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, \$205,713.28 Dollars (two hundred and five thousand, seven hundred and thirteen dollars and twenty eight cents) ("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 amounts 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.

Section 4: Assignment

4.1 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, Loss and Damage

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 RFP.
- 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

And

Broward County Board of County Commissioners 115 S Andrews Avenue Fort Lauderdale, FL 33301

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

TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR

TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

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 One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - B. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: 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 nonowned vehicles.
 - **COMMERCIAL GENERAL LIABILITY:** C. 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.
 - D. <u>ENVIRONMENTAL POLLUTION INSURANCE</u>: The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident,

TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR

TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage is acceptable.

- 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. Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard, Suite 1000 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 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.
- 0.13 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.
- 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 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, 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.

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

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 RFP 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 RFP 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: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/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. <u>Termination by Mutual Agreement</u>. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- В. 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. <u>Termination for Cause.</u> 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. <u>Immediate Termination by Town.</u> 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.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.

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 Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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 Proposal 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 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

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and Town hereby waive any rights to a trial by jury.

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:

Keith M. Poliakoff, Esq. Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard Suite 1000 Fort Lauderdale, Florida 33301

If to Contractor:

Evelyn Pagni, President EDJ Services, LLC 4861 SW 106th Avenue Davie, Florida 33328

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 of continuing significance. In addition, Contractor shall provide

TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR

TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. <u>Independent Contractor</u>. 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.** <u>Joint Preparation</u>. 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. <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- **I.** <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- **J.** <u>Binding Authority</u>. 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.** <u>Truth-in-Negotiation Certificate</u>. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: EDJ SERVICE LLC, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \(\frac{14}{4} \) day of \(\frac{March}{2020} \).

[Remainder of page intentionally left blank signature page follows]

Vanco E Blohe	Evelyn Pagni, President EDJ Services, LLC day of March 2020
ATTEST: Municipal Action Administrator/T	TOWN OF SOUTHWEST RANCHES Down McKay, Mayor May day of March, 2020 Andrew D. Berns, Town Administrator May day of March, 2020 Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

EXHIBIT "A-1"

(Contractor's Proposal attached)



Proposal:

Number: RFP No. 20-008

Town-Wide Right of Way Maintenance Services

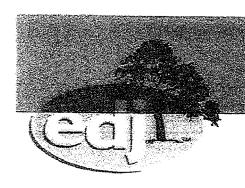
EDJ TREESERVICE LLC/EDJ TREE SERVICE LLC

Nursery: 4861 SW 106TH AVENUE, DAVIE, FL 33328

Business Office: 1700 SW 68th Avenue, Plantation, FL 33317

Telephone: (954) 791-4167 Facsimile: (954) 530-4722 Email: edjservice@aol.com Website: www.edjservice.com





edj Service Inc. is a family owned and operated company based in the Town of Davie (hereinafter "EDJ"). EDJ was started in 1980 and incorporated in 1986. EDJ provides services throughout the Tri-County Area of Miami-Dade, Broward and Palm Beach County. Our Business objectives at the time of start-up was to have a complete Lawn and Landscape Maintenance Company. Our customers' requests were "Dependability and Reliability." We have maintained this motto throughout our 35 years of service.

As a Commercial Lawn and Landscape Maintenance Company, EDJ has provided services for many cities, including but not limited to, the Town of Davie, City of Plantation, City of Parkland and City of Wilton Manors. In addition, EDJ has had the pleasure of working with several condominium associations and strip shopping malls.

Keeping with our business objectives and goals, in 1997, EDJ acquired its own two-acre nursery in the Town of Davie to provide for our customers when needed. In addition, in 2011, EDJ acquired a well-established and accomplished tree service provider. Further establishing EDJ as a complete Lawn and Landscape Maintenance Company.

We currently employ over 45 employees with a wide range of experience from various landscaping services (i.e., installation, irrigation, fertilization, etc.), lawn maintenance, various tree services (i.e., tree trimming, removal, grinding, installation, etc.), pest control and fertilizing. Our employees are fully trained on the newest machines and newest techniques in Lawn and Landscape Maintenance.

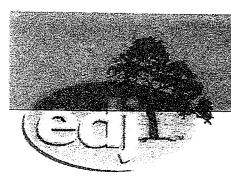
Over the last 40 years, our mission has always stayed the same:

"To keep our communities beautiful while providing excellent customer service, reliability, and friendly staff who are dedicated to creating and maintaining our beautiful surroundings and EDJ SERVICE LLC'S REPUTATION."

We hope in the future that we are afforded the opportunity to prove our value as a service provider. Thank you.

Best Regards,

EDJ Service LLC Family



Ken Allen: Tree Foreman

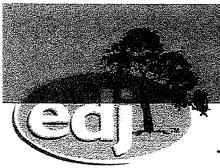
- 1. 12 Years' experience with edj Tree Service
- II. ISA Certified Arborist
- III. FDOT Certified (MOT Intermediate)

Company Structure:

Rick Blaha, Operations Manager, has been with EDJ for over twenty (20) years. He personally inspects all properties that we maintain and notifies all concerned parties of any problematic areas that need to be addressed. All supervisors keep him informed of any problems they see or encounter while they are on the properties. This line of communication is imperative to keeping every place we maintain to their highest standard. Having been working in the field for many years he has the experience and knowledge to make sure that every project and property we do look its best. If there are issues, we address them as soon as possible.

Our company is structured where our grass cutting crews' only mow grass and we have separate crews that maintain just hedges and beds. And we have a separate tree crew with its supervisor being an ISA Certified Arborist. We have found that by doing this our quality of work is greatly improved and problems are reported immediately before they become major.

Our mission has always been to provide our clientele the best quality workmanship within a safe and professional manner. We will go above and beyond what is asked for by our clients to meet and exceed their expectations.



Town-Wide Right of Way Maintenance Plan RFP NO. 20-008

Prepared by: Rick Blaha

Proposed Management Plan:

Successful development requires careful planning, our staff apply critical thinking, great communication and extensive knowledge to every phase of the project. Our approach with Lawn Maintenance is based on the most current and efficient Industry practices.

Our laborers are provided with on the job training to ensure that they understand the expectations of each customer and knowing how to operate equipment properly.

As the Operations Manager I perform field inspections to ensure that our quality and safety procedures are being implemented and having the experience with city accounts has helped edj Service and myself understand how to best maintain Southwest Ranches right of ways.

Lawn Mowing:

- a) One crew of 2 to 3 employees with
 - > 1 Groundsmaster 4000D 11ft finishing mower
 - > 1 Groundsmaster 7500D 96" zero turn
 - 1 John Deere 60" zero turn mower

We currently have 2 crews for this task. These crew's main responsibility is to go out and mow all the right of ways and have everything mowed for the finishing crew that will be behind them. We currently have 3 Groundsmaster 4000D's as well as over 25 zero turns in our fleet. edj will also utilize a pull behind blower that will be pulled behind a truck with strobe lights to blow off medians and right of ways.

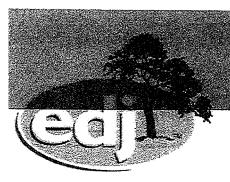
- b) The finishing crew consist of:
 - 6 to 7 men with a 24ft trailer consisting of
 - 2 to 3 zero turns
 - 1 36" zero turn
 - 1 ride on blower
 - 6 weedeaters
 - 3 edger's
 - 5 backpack blowers, and
 - 2 to 3 hedge trimmers.

We currently have 6 crews for this task. This crew is responsible for weed eating, edging, mowing any areas the mow crew could not get, and blowing off all areas. The finishing crews will also be mowing while doing all the finishing work as well.

Hedges and Beds

- a) 10-man crew consisting of:
 - 7 hedge trimmers
 - 3 pole saws
 - 7 backpacks sprayers and
 - 3 blowers.

The crews' sole responsibility is to maintain hedges and beds, edj has noticed through the years that having a separate crew to maintain the hedges and beds provides a much better result than trying to have the finishing crew do everything. This is not to say the finishing crew does not do hedges, they do those as well when needed



4861 SW 106²H AVENUE DAVIE, FLORIDA 33317 PHONE: (954) 791-4167 EAX: (954) 587-5618 EMAIL: edjservice@aol.com

Bushog

The very large areas such as Griffin Rd equestrian trail edj will use their John Deere 5100E tractor pulling a 15ft Schulte batwing bushog.

Edj will be utilizing 1 mow crew and 2 to 3 finishing crews to maintain all the right of ways. Depending on weather and growing conditions we may implore more crews to get the roadways done.

Edj Operations Site

Our nursery located in Davie consist of a fully equipped mechanic shop with two in-house full time Mechanics responsible to perform routine maintenance and all needed repairs, we have spare vehicles and equipment as vehicles come in for routine maintenance or need to have unforeseen maintenance work performed, having our own mechanic shop, onsite fuel tanks and spare vehicles and equipment keeps our business running and on schedule.

APPENDIX A PROPOSAL 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 addenda, if issued, for the lump sum price shown below.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
			 		
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TOTAL BAS	E _P ROPC	SAL PL	US ADD AL	TERNAT	TIVE	
\$ 22	10,00	58.70	<u> </u>		_	
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roposci			12-1-1-			-

PROPOSER INFORMATION

NAME: EDJ SERVICE LLC
1/01 1 5 1 101 1 1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2
ADDRESS: 4861 5W 106 Ave Danie, 7l 33338
FEIN: 59-28/8923
LICENSE NUMBER: 324-236439 STATE OR COUNTY: Drowten
LICENSE TYPE: New Muntercarce / Thousand
(Attach copy of license)
LICENSE LIMITATIONS, IF ANY:
(Attach a separate sheet, if necessary)
LICENSEE SIGNATURE: Willy Klagai.
LICENSEE NAME: EVELYD R. PAGNI
PROPOSER'S SIGNATURE: Milya Duyu -
PROPOSER'S NAME: EVELYN R. PAGNI
PROPOSER'S ADDRESS: 1700 SW 68 AVE. PLANTATION
PROPOSER'S PHONE NUMBER: Office: Cell: Cell: 954-444-2344
PROPOSER'S EMAIL ADDRESS: DISLINICE @ AOL Com
By: Weixi Reggii
Est Series HC
Name of Corporation/Entity Address of Comparison (Fig. 1) Address of Comparison (Fig. 1) Address of Comparison (Fig. 1)
Address of Comments (Bill)
Address of Corporation/Entity
HUMAShigh
Signature of President or Authorized Principal
By: Della Rapie
Title:

APPENDIX "B" PROPOSAL FORMS

SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ZONES

SERVICE CATEGORY A:

RIGHT-OF-WAY MAINTENANCE - ROADS/MEDIANS/SWALES - GRIFFIN ROAD EAST All counts and quantities provided are approximate.

Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Ave.

- a.) North swale All from edge of pavement to top of canal bank
- b.) Medians All
- c.) 3 Retention Ponds
- d.) South swale All from edge of pavement to property line

Zone 2. GRIFFIN ROAD WEST

ROW: west of Dykes Rd. to east of SW 188 Ave.:

- a.) North swale from edge of pavement to top edge of swale Dykes Rd. to SW 188 Ave.
- b.) Medians All
- c.) South swale All

SERVICE CATEGORY B:

RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES

Zone 3. GRIFFIN ROAD/C-11 Canal Bank Trail: From top edge of swale to top of canal bank

- a.) Flamingo Rd. to SW 148 Ave.
- b.) Dykes Rd. to US 27

SERVICE CATEGORY C:

RIGHT-OF-WAY MAINTENANCE - ROADS/MEDIANS/SWALES
Zone 4. Griffin Rd. West
US 27 to Holiday Park entrance

Zone 4a. Dykes Road Median at Sheridan Street

Zone 5. SW 172 Ave. from Griffin to Sheridan St.

- a.) West side
- b.) East side at 4800 SW 172 Avenue plantings in ROW
- c.) East side at 6640 SW 172 Avenue plantings in ROW

- Zone 6. SW 166 Ave. from Griffin to SW 51 Manor, West side
- Zone 7. SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side
- Zone 8. SW 166 Ave. from SW 62 St. to SW 69 St., East side
- Zone 9. Dykes Rd. from SW 66 St. to Segovia Circle N, East and west sides
- Zone 10. Stirling Rd. from Dykes Rd. to SW 166 Ave., Median only
- Zone 11. SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. west of SW 178 Ave., North and south sides, String trimming at Guardrail
- Zone 12. SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St. between SW 68 Court and SW 70 Place, East and west sides, some north sides as per aerials, String trimming at Guardrail
- Zone 13. SW 66 St. between SW 178 and SW 172 Avenues, North side
- Zone 14. Hawke's Bluff Ave. (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary
- Zone 15. SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St., East side
- Zone 16. SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St., East side
- Zone 17. SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive, East side
- Zone 18. SW 50 St. (East Palomino Drive), east of 13601 address only, North side
- Zone 19. SW 50 St. (West Palomino Drive), South side
- Zone 20. SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave., North side
- Zone 21. SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd., West side
- Zone 22. SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway, East side
- Zone 23. SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side
- Zone 24. SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side

Zone 25. South side	SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail),
Zone 26. South side	SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.),
Zone 27. South side, po	SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), ortion of north side, median
Zone 28. (Melaleuca Ro	SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. d.), North side
Zone 29. (Appaloosa Ti	SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. rail), North and south sides, intersection, various
Zone 30.	SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side
Zone 31.	SW 51 Manor swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)
Zone 32.	SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only
Zone 44.	SW 210 Terrace drainage swale

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SERVICE CATEGORIES/MAINTENANCE FREQUENCIES*

Location/ Zone	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Right-of-Way Mowing, Trimming and Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
Canal bank Mowing and Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
String Trimming Only Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
ROW / Line of sight/ Brush back	8+/-			es per ye				1	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	· L		<u> </u>
A. 1&2, C. 4 & C. 4 a. Griffin Road East & West, Dykes Road Median Maintenance	28	1-1	1	Teal	2	3	3	3	3	3	3	3	2
B. 3. C-11 Trail Mowing & String Trimming Maintenance	28	1	1	1	1	2	3	3	3	3	3	2	1
C. 44 SW 210 Terrace Swale Maintenance	24	2	2	2	2	2	2	2	2	2	2	2	2
Shrub/ Landscape Material Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
Fertilization	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	1-2												
Litter Removal	24	2	2	2	2	2	2	2	2	2	2	2	2
Tree bed weeding	6	1	0	1	0	1		1	0	1	0	1	0

PROPOSER'S SIGNATURE: THE PROPOSER'S SIGNATURE: THE SERVICE LLC

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

RIGHT-OF-WAY MAINTENANCE – ROADS/MEDIANS/SWALES

Service Category	Location/ Zone#	Location/Zone Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
A	1	GRIFFIN ROAD EAST ROW: Flamingo Rd. to SW 148 Ave. a.) North swale – All from edge of pavement to top of canal bank b.) Medians – All c.) 3 Retention Ponds d.) South swale – All from edge of	139076	38,941.28
A	2	pavement to property line GRIFFIN ROAD WEST ROW: west of Dykes Rd. to east of SW 188 Ave.: a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave. b.) Medians – All	\$ 1694	47,447
В	3	c.) South swale – All Griffin Road/ C-11 Canal Bank Trail: From top edge of swale to top of canal bank a.) Flamingo Rd. to SW 148 Ave. b.) Dykes Rd. to US 27	1,165	\$ 32,637 \$ 21304
C	4 4A.	Griffin Road West US 27 to Holiday Park entrance Dykes Road median at Sheridan Street	\$ 13591	\$ 3,263
C	5	SW 172 Ave. from Griffin to Sheridan St. a.) West side b.) East side at 4800 SW 172 Avenue – ROW planting c.) East side at 6640 SW 172 Avenue – ROW planting	\$ 5472 387	\$ 1313 - 9,309 \$
С	6	SW 166 Ave. from Griffin to SW 51 Manor, West side	\$ 32380	s 787 ²⁰

				
C	7	SW 166 Ave. south of SW 52 Place	£388	93144
С	8	12,430 s.f. of ROW on West side	\$20	3 / 3/
C	8	SW 166 Ave. from SW 62 St. to SW 69 St., East side	\$ 7947	\$ 1,907 28
С	9	Dykes Rd. from SW 66 St. to Segovia	1048	7 52
		Circle N, East and west sides	\$52 -	18/27/32
C	10	Stirling Rd. from Dykes Rd. to SW 166	1001	2 2164
		Ave., Median only	\$128	\$ 3,074
С	11	SW 50 St. (Park Place), SW 50 Court,		
		SW 55 St., SW 60 St. (Stirling Rd.),	23	0
		SW 66 St., SW 68 St	1017	1 111.20
		west of SW 178 Ave.,	261	6,413
		North and south - Guardrail String	01.	10,1
		trimming	\$	\$
C	12	SW 178 Ave. between SW 54 and SW		
		56 St., between SW 56 and SW 58 St.,	Oil	405456
		between SW 68 Court and SW 70	11074	1/08/1
		Place, East and west sides, some north	168	7,00
		sides - String trimming at Guardrail		/
			\$	\$
C	13	SW 66 St. between SW 178 and SW	6098	141552
~		172 Aves, North side	\$98	\$1,713
C	14	Hawke's Bluff Ave (Adjacent to		, j
		Griffin Rd. west of I-75 interchange)	96	04
		east of Dykes Rd. to Southwest	115	7783
		Ranches / Davie Municipal boundary -	110	01100
	1.5	30,500 s.f. of ROW on north side	\$	\$ '
C	15	SW 148 Ave. (Volunteer Rd.) between	99	76
		Griffin Rd. and Sheridan St., East side	\$552 -	18/3271 -
C	16	SW 142 Ave. (Hancock Rd.) between	2.,83	0 1292
		Griffin Rd. and Sheridan St., East side	\$356	\$ 8,360
C	17	SW 136 Ave. (Holatee Trail) from Old	21	/0
		Sheridan St. to East Palomino Drive,	OL	11-1,60
		East side	\$190	\$4,561
C	18	SW 50 St. (East Palomino Drive), east	2 00	10-20
		of 13601 address only, North side	\$ 32	\$ 187
C	19	SW 50 St. (West Palomino Drive),	. 96	000004
		South side	S/15	\$ 2783 -
C	20	SW 60 St. (Stirling Rd.) between SW	,h	70
		195 and SW 196 Ave., North side	107	- 1907 23
			\$ 19	\$ 1,101
C	21	SW 130 Ave. (Melaleuca Rd.) from	in	40
		Old Sheridan St. to Stirling Rd., West	11	2011 -
~		side	\$165	\$ 1,717
C	22	SW 130 Ave. (Melaleuca Rd.) from		
		55		

		Cainling D.4 to and a formal and a	1 69	d 00
		Stirling Rd. to end of roadway, East side	1913	·4741 95
С	23	SW 72 St. (Old Sheridan St.) from SW	9,11	3 4 7 7
		148 Ave. to SW 127 Ave. (Appaloosa	11/19	1 1.12
		Trail), South side	SOUS	\$ 6,143
С	24	SW 69 St. (Mustang Trail) from SW	01	04
		148 Ave. to SW 127 Ave. (Appaloosa	100	1 143 -
		Trail), South side	8977	\$ 67
C	25	SW 66 St. (Luray Rd.) from SW 148	ah	, pil
		Ave. to SW 127 Ave. (Appaloosa	1	61427
~		Trail), South side	\$417	\$ 6,773
C	26	SW 63 St. (Sunset Lane) from SW 148	47	28
		Ave. to SW 142 Ave. (Hancock Rd.),	79:1	1907
~	07	South side	\$1.1	\$1101
C	27	SW 60 St. (Stirling Rd.) from SW 148		
		Ave. to SW 136 Ave. (Holatee Trail),	07	48
		South side, portion of north side, median	190	11541-
		incutati	110	7,001
			\$	\$
C	28	SW 60 St. (Stirling Rd.) from SW 136	2 23	115 52
		Ave. (Holatee Trail) to SW 130 Ave.	1270	5453
		(Melaleuca Rd.), North side	\$	\$
С	29	SW 60 St. (Stirling Rd.) from SW 130	11	1.4
		Ave. (Melaleuca Rd.) to SW 127 Ave.	196	1/10/01
		(Appaloosa Trail), North and south	110	7,100
С	30	sides, intersection, various	\$	\$
C	30	SW 127 Ave. (Appaloosa Trail) from	17947	112-708
		Old Sheridan St. to Stirling Rd., East side	/ / /	4,001-
С	31	SW 51 Manor Swale / Right-of-Way at	. /0	1/0
		Frontier Trails Park (SW 193 Lane)	1-60	1571140
		Trontier Transfurk (5 W 195 Eane)	\$	13/7
C	32	SW 54 Place from SW 166 Ave to 230'	- 10	27
		east of SW 164 Ter., median only	9160	03/11/20
···			\$' -	,8d, 147 00
C	44	SW 210 Terrace Drainage Swale	\$172.	\$4132.
		-OF-WAY MAINTENANCE – ROADS/	\$1112	5011n
MEDIANS		proximate. The Town reserves the right to add or delete the	d42,	00000
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^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE: Alle Light Sugari COMPANY NAME: EN Service LLC

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

Item No.	Services Unit		Unit Price
1.	ROW Maintenance/Mowing	Per Square Foot	\$,004
2.	String Trimming Only Maintenance	Per Linear Foot (20' +/- width)	\$.49
3.	String Trimming Only Maintenance	Per Square Foot	\$,28
4.	String Trimming Only Maintenance	Per Square Foot	\$.18
5.	Weeding Only Maintenance	Per Square Foot	\$.15
6.	Edging Only Maintenance	Per Linear Foot	\$.03
7.	Line of Sight/Brushback	Per Linear Foot (20' +/- width)	\$ 52
8.	Herbicide spraying	Per Square Foot	\$,24
9.	Laborer/Groundskeeper	Per hour 8:00 a.m 4:30 p.m., Mon-Fri =	\$ 35.34
10.	Laborer/Groundskeeper	Per hour for all other times =	\$ 4201
11.	Supervisor/Foreman	Per hour 8:00 a.m 4:30 p.m., Mon-Fri =	\$ 46.26
12.	Supervisor/Foreman	Per hour for all other times =	\$ 49.52
13.	Certified Arborist	Per hour 8:00 a.m 4:30 p.m., Mon-Fri =	\$ 92,50
14.	Certified Arborist	Per hour for all other times =	\$ 117.50
15.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per hour =	14.38
16.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per day =	74.38 \$ 595 ⁶⁴
17.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per week=	2,975
18.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per month =	\$ 80 11,900 \$005b
19.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per day =	\$ 89856
20.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per week=	\$4492 80 \$17 97120
21.	Combination Front End Loader and Backhoe with a minimum operating	Per month =	\$17,97120

	weight of 13,000 lbs., with operator		
22.	Combination Front End Loader and	Per day =	\$ 16
	Backhoe with a minimum operating		10000
	weight of 13,000 lbs., with operator		870
23.	Min. 15,000 GVM Dump Truck	Per week=	\$227/20
	with Operator		13/3/3-
24.	Min. 15,000 GVM Dump Truck	Per month =	\$12 - 90
	with Operator		13,500 =
25.	Min. 15,000 GVM Dump Truck	Per day =	\$1-204
	with Operator		615
26.	Min. 15,000 GVM Dump Truck	Per week=	\$ 2 22 20
	with Operator		1300
27.	Watering Truck with Operator	Per month =	\$ 16,588
28.	Watering Truck with Operator	Per day =	\$ 829.44
29.	Watering Truck with Operator	Per week=	\$ 4.147.20
30.	Watering Truck with Operator	Per month =	\$ 16,588.8
31.	Hydraulic Bucket Truck with a	Per day =	\$,
	reach of 55', with operator		1.030,32
32.	Hydraulic Bucket Truck with a	Per week=	\$
	reach of 55', with operator		0,131,60
33.	Hydraulic Bucket Truck with a	Per month =	\$ 40
~ .	reach of 55', with operator		20,606
34.	Hydraulic Bucket Truck with a	Per day =	\$ 22
25	reach of 55', with operator		1030
35.	Mowing of turf area – Acreage	Per acre=	\$99.62
36.	Mowing of turf area – ROW (20° +/- width)	Per Linear Foot=	\$ 49
37.	Melaleuca Mulch	Per Cubic Yard installed	\$ 41.00
38.	Bahia Sod per pallet furnished &	Per pallet furnished & installed	\$ 41.00
	installed	To parior farmshed & instance	415-00
39.	St. Augustine Sod per pallet	Per pallet furnished & installed	\$ / .00
	furnished & installed	z es passer tarmismed de mistaned	4100
40.	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$ 500
41.	15-0-15-50% sulphur coated, with	Per 50 lb. in place	\$ _ 00
	Talstar	. F	50
42.	Micronutrients: Manganese, in	Per lb. in place	\$,00
	granular form	,	\$ 600
43.	Micronutrients: Magnesium, in	Per lb. in place	\$ 100
	granular form	•	6-
44.	Removal & Proper disposal of	Per Cubic Yard	\$0.68
	debris		42 -
45.	Fill Material, per cubic yard	Per Cubic Yard	\$ 000
	furnished and installed – Topsoil		38
46.	Fill Material, per cubic yard	Per Cubic Yard	\$ _100
	furnished and installed – Lake sand		16

	or sand fill		
47.	Fill Material, per cubic yard furnished and installed – Concrete screening	Per Cubic Yard	\$ 76 00
48.	Re-set downed / wind thrown tree	Per Tree	\$ 225
49.	Staking – root ball staking – (preferred method)	Per Tree	\$ 7500
50.	Staking and guying - board and batten materials (3" or greater caliper trees)	Per Tree	7500
51.	Staking and guying - lodge poles and sisal materials (3" or less caliper trees)	Per Tree	\$6500
52.	Removal of exotic / hazard tree	Per Caliper inch of trunk	\$53,25
53.	Removal of exotics & vines within planted areas	Per hour =	\$53.25
54.	Griffin Road Right of Way Litter removal along roadsides and median	Per "non-maintenance" Week	\$52868
55.	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation,	2.65 to x Cox of	\$
	and initial watering costs)	Material	
	Miscellaneous Code	Enforcement Services	0-00
56.	Mowing/lawn maintenance	Per individual proposal	7800

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE

COMPANY NAME:

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for prov	viding all labor, materials
equipment, machinery and services to perform Town Wide Park and I	Right-of-Way Maintenance
Services in accordance with the specifications herein.	

PROPOSER'S NAME: ____

COMPANY NAME:

OTHER REQUIRED SIGNATURES AND SUBMITTALS

Proposers are required to complete, provide and/or execute the documents in this section. Response to the Required Signatures and Submittals will be utilized as part of the Town's overall proposal evaluation and contract selection procedure.

PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal, Proposer shall furnish to the Town Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

CONTRACTOR QUALIFICATIONS

Evidence that the Proposer holds appropriate licenses to perform the Work sought in this Proposal, and as required by Florida Statues and Local law, must be submitted with the Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation.

CONFLICTS OF INTEREST

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

[Remainder of page intentionally left blank]

APPENDIX C DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF Brown.
BEFORE ME, the undersigned authority, this day personally appeared of the light of the 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 Owner of EDJ SERVICE LLC
[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: 1700 Sev 68 Ave PLANTATION, FL 33317

- 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 profit 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.

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.

AFFIANT FURTHER SAYETH NAUGHT.

| Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Line | Lin

Disclosure of Ownership Interests

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, 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.

Name	Address
RICHARD BLAHA	1520NW 100 Way Plantation, 1
1	
	
	<u> </u>

APPENDIX D DRUG FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 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.
- 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 Proposal a copy of the statement specified in subsection (1).
- 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 Proposal, 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.

PROPOSER'S SIGNATURE:

PROPOSER: EDJ SERVICE LLC

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 South West Aux
by Aller Huni
for EDD SERVICE LLC
whose business address is 4861 Sw 106 Ave.
Dariel FL 33328
and (if annlicable) its Federal Employer Identification Number (FFIN) is

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail 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.

- 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 Proposals or applies to Proposal 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.
- 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

The statement which I have marked below is true in relation to the entity submitting this

X 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 I (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]

PROPOSER EDT SERVICE LLC
By: Welling Page.
EVELYN R. PAGNI
(Printed Name)
Owals/Mgs.
(Title) Sworn to and subscribed before me this
Sworn to and subscribed before me this
Personally known
3
Or Produced Identification Florida Drivers License
(Type of Identification)
Notary Public - State of Florido
Shague Stocks
Notary Signature
My Commission Expires 02/20/2022
(Printed, typed, or stamped commissioned name of notary public)
Shaqia Desroches
Oliafia nasionius

State of Florida

My Commission Expires 02/20/2022

Commission No. GG 187977

APPENDIX F NON-COLLUSION AFFIDAVIT

State of	f florida) ss:	
County	of Broward.	
t	Kely Khyric.	being first duly sworn deposes and says that:
(1)	He/She is the Out Out Agent) of EDJ Service submitted the attached Proposal;	Owner, Partner, Officer, Representative or the Proposer that has
(2)	He/She is fully informed with respect t Proposal and of all pertinent circumstance	to the preparation and contents of the attached es respecting such Proposal;
(3)	Such Proposal is genuine and is not a coll	lusive or sham Proposal;

- (4) Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal 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 Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

PROPOSER: EDJ SERVICE LLC
By: Delyn Alegai. EVELYN R. PAGNI
(Printed Name) Salsaled Olune (Title) Sworn to and subscribed before me this 16 day of Agualy, 20 20
Personally known
Or Produced Identification Florida Drivers License (Type of Identification)
Notary Public - State of Florida
Notary Signature
My Commission Expires $02/20/2022$
(Printed, typed, or stamped conadia Best of Plorida State of Florida My Commission Expires 02/20/2022 Commission No. GG 187977

APPENDIX H CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of Florida)
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 fan 24, 2020 the following resolution was duly passed and adopted:
"RESOLVED, that Sulfated Liability Company, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, Sulfated 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 23 day of
(SEAL)
PROPOSER. EST SERVICE LLC

APPENDIX K PROPOSAL BOND

Bond	d No	Ochers 6
BID E	BOND	Cashers Cheek.
State	e of)	
) ss:	
Count	nty of)	
KNO	OW ALL MEN BY THESE PRESEN	TS, that we,
	, as Principa	al, and
the pa	thwest Ranches, a municipal corpo Dollars (\$	Surety, are held and firmly bound unto the Town of ration of the State of Florida, in the penal sum of), lawful money of the United States, for y to be made, we bind ourselves, our heirs, executors, severally, firmly by these presents.
	E CONDITION OF THIS OBLIGAT accompanying Proposal, dated	ION IS SUCH that whereas the Principal has submitted20 for:
		FP No.: 20-008: of Way Maintenance Services"
NOW	W, THEREFORE,	
(a)	If said Proposal shall be rejected,	or in the alternate
(b)	said Town the appropriate Contr bonds, and shall in all respects acceptance of said Proposal, then in force and effect, it being exp	and the Principal shall properly execute and deliver to act Documents, including any required insurance and suffill all terms and conditions attributable to the this obligation shall be void; otherwise, it shall remain ressly understood and agreed that the liability of the ereunder shall in no event exceed the amount of this
	IN WITNESS WHEREOF, the above research corporate party being hereto exercised representative.	ove bonded parties have executed this instrument under, 20, the name and the corporate seal affixed and these presents being duly signed by its

[Signatures on next page]

PROPOSER:	
By:	
Title:	
IN PRESENCE OF:	
(Indi	ividual or Partnership Principal)
(SEAL)	
	(Business Address)
	(City/State/Zip)
	(Business Phone)
SURETY:By:	
(SEAL)	(Business Address)
	(City/State/Zip)
	(Business Phone)
<u>IMPORTANT</u>	
Surety companies executing (circular 570 as amended) and	bonds must appear on the Treasury Department's most current list I be authorized to transact business in the State of Florida.
Countersigned by Florida Age	ent:
	Name:
	Date:

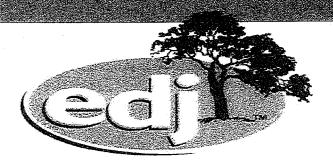
TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-00%

APPENDIX K GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON
1 + sellastatea	1.01.0	954	
Coty of Plantatero Reblie Works	750NW91PR.	107	Ster Tolgers
Reblie Works	Mandatur, FL		037 67 55 7
City & Plantale	ix 9151 NW2 XX	954	Phil Goodrick
Parkin Rec.	Plantation	, 🔐	I pel soowier
Town o/Dene	4901 Orange Dr	954	Keren Montaldi
Public Works	Danie, FL	327-3943	ľ
Cety & Parklan	Danie, FL Dasco Parkside De	954	Kristine
Bublic Works		757-4119	Veselinoria
	\$ 3650 NE 12 Due	954	Lyzateth Feore
Leisiere Seine	es Oakland Pork, Fl	561-6190	
South Broward	6591 SW 160Ave	954	Ose Ostain
Orange Det	6591 SW 160Ave Southwest Ranche	680-3025	0

Collectional Contacts



- 1. SOUTH BROWARD DRAINAGE DISTRICT Contact: Mr. Joe Certin (954) 680-3025 Fax# (954) 680-3339 <u>JoeC@SBDD.org</u> Work Experience: 2010 to present Lawn maintenance of facilities and awarded various Citywide contracts to remove trees or Palms, remove vegetation, shrubs and grind stumps.
- 2. City of Hollywood 2600 Hollywood Blvd. Hollywood, FL 33022 Contact: Joshua Collazo 954 921 3043 <u>JCollazo@Hollywoodfl.org</u>. Since 2016 and ongoing City wide Tree trimming and Removals till 2022.
- 3. City of Margate 6199 NW 10th Street, Margate Fl. 33063 Contact: Ben Trapani – 954-975-3306 <u>Btrapani@Margatefl.com</u> Since 2018-19 Ongoing Citywide Tree Trimming, Removal and Replacements
- 4. CITY OF PLANTATION Department of Public Works, 750 NW 91 Ave., Plantation, Florida. Contact Name: Steve Rodgers, Ph# (954)419-3305. Fax# (954) 452-2548. Srodgers@Plantation.org. Work Experience: Since 1981 to present and on-going, maintain Sunrise Blvd. in Plantation, medians and right-of-ways and also Peters Rd in Plantation, medians and right-of-ways. Tree trimming and tree Removal.
- 5. CITY OF PLANTATION- Department of Parks and Recreation, 9151 NW 2nd St., Plantation, Florida. Contact Name: Phil Goodrich 954-452-2511. Fax# (954) 452-2519. Work Experience: Since 1983 to present Maintained over 130 acres of Park, ball fields and common ground at Plantation Central Park. In 1993, awarded contract to do Plantation Sunset Park, Volunteer park and equestrian area and still maintaining them. Also have done Tree trimming and tree removals at these parks.
- 6. TOWN OF DAVIE Department of Public Works, 6901 Orange Dr., Davie, Florida. Contact Name:. Kevin Montaldi 954-327-3943 Fax# (954) 797-1246. Kevin.Montaldi@davie-fl.gov. Work Experience: Awarded numerous to present contracts to maintain various Parks throughout the Town and maintenance of roadways, medians and right-of-ways. We have also won several contracts to do various landscape installations, tree trimming and removals.
- 7. CITY OF COCONUT CREEK Parks and Natural Resources, 4800 West Copans Road, Coconut Creek, Florida 33063. Contact Name: John Teteris. Phone number (954) 448-1498. Contracted in 2008 to do Landscape Maintenance Services to Parks and roadsides in the South District and currently still under contract. Also tree trimming, removals, and tree installations.

- 8. CITY OF PARKLAND Public Works Department, 6500 Parkside Drive, Parkland, Florida, 33067. Contact: Kristine Veselinovic (954) 757-4119 kveselinovic@cityofparkland.org. Work Experience: Since 2012. Tree Trimming and removal. Installation of Palms and trees and bushhogging.
- 9. CITY OF OAKLAND PARK Leisure Services, 3650 NE 12th Avenue, Oakland Park, FL Contact Name: Lyzabeth Fiore 954-561-6190 Fax #(954) 630-4352. Since 1996 to 2019 have won numerous contracts to do maintenance medians, right-of-ways and Parks with tree trimming, removal and installation.
- 10. Seminole Tribe of Florida Purchasing Dept. Susana Tromp 954 966 6300 X 11373 Fax: 954-967-3571 <u>SusanaTromp@semtribe.com</u>. Just acquired agreement to do Tree Trimming and Removals at various Seminole tribes.
- 11. CITY OF BOCA RATON 201 W. Palmetto Park Road, Boca Raton, Fl. 33432 Contact: Wayne Johnson – 561-416-3439 WJOHNSON@MYBOCA.USA. Since 2016 – 2019 Ongoing Citywide Tree Trimming and Removal

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

TO THE TOWN OF SOUTHWEST RANCHES:

PROPOSER: ENT SERVICE LLC

-	dges and agrees that as Contractor for the Town of
sole responsibility for compliance with	f the Town of Southwest Ranches, Florida, we have the all requirements of the Federal Occupational Safety and nify and hold harmless the Town of Southwest Ranches,
including its Council Members, office	ers and employees, from and against any and all legal ue to EDT SERVICE UC's failure to comply with such
regulations.	
Dance EBlake	EDJ SERVICE LLC
ATTEST	CONTRACTOR
	BY: Melyn Jugai
	EVELYNR. PAGNI
	Print Name
	· ·
	Date: 1-23-2020.

APPENDIX N PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer 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 Request For Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposer's 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 Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal 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.

and that the Town sharp be relying on his representation with respect to a Contract award.
Proposer: Allend Mani
Proposer's Name: FOT SERVICE LLC
Proposer's Address: 4861 Sw 106 Ave
Darie F-1 33328
Proposer's Phone Number: 954 791-4167
Proposer's Email: elfpernece (DAd. Com
Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):
#324-236430
40486.
1145299

[Signatures on next page]

RFP NO. 20-008
PROPOSER: EDT Seine LLC
State of Florida
County of Besurace
The foregoing instrument was acknowledged before me this day of fullary, 20 22 by Everyn R Pagn of Ed Service LLC (Proposer), who is personally known to me or who has produced Florida Drivers License as identification and who did (did not) take an oath.
WITNESS my hand and official seal.
NOTARY Public Records of Brown County, Florida Notary Signature County, Florida
Shaqia Desroches State of Florida My Commission Expires 02/20/2022 Commission No. GG 187977
Name of Notary Public: (Print, Stamp, or type as Commissioned)

PROPOSER: EDJ SERVICE LLC

APPENDIX O PROPOSER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:
Project Name: Teux & Kinds acepe Maint of Central sork Siene
Contract Amount: 4300 000
Contract Date: 1993 Ord Still Going
Client Name: Lity of Plantation Chips Reviewty
Address: 9151 NW 2 me Al. Plantation
Contact Person: M. Phil Goodrick
Contact Person Tel. No.: 954-452-25//
Project Name: Thurs Tours Cupe // Kint tarks
Contract Amount: # 445.000
Contract Date: 30/9 + ONGOING
Client Name: Burn of Dane - Rublic Works
Address: 6901 Orunge Dr. Danie
Contact Person: Kerry Mentulli
Contact Person Tel. No.: 954 - 327 - 3943

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO (20-008)
Project Name New 1 Hands Cape 1/ luny. Merks 4 1) DW
Contract Amount: 495 000
Contract Date: 20/84 Orgoling
Client Name: City of Mikfurd - Bublic Works
Address: 6500 Parksele Dr. Barkland, Fh.
Contact Person: Kristine Visilinovie
Contact Person Tel. No.: 954 757-4119.

PROPOSER: EDJ SERVICE LLC

APPENDIX P SUB-CONTRACTOR LIST

In the form below, the Proposer shall list all Subcontractors to be used on this project if the Proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

CLASSIFICATION OF	NAME	ADDRESS
WORK		
Flillisation	JKA PENCENTROP	MosSW 59 AVE Plantation, FL.
	·	

PROPOSER EDT SERVICE LLC

APPENDIX Q ACKNOWLEDGEMENT OF ADDENDA

Proposer shall ind	cate receipt of any addendum by initialing below for each addendum received
Addendum No.1	
Addendum No.2	
Addendum No.3_	
Addendum No.4	

[Remainder of page intentionally left blank]

APPENDIX R LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years:

1.	Name and Location of project: CITY OF OAKIAND PARK
	Parks & ROW
2.	Contact information for Project Owner:
	a. Name: City of Ole Kland tark Dusure Slute
	b. Address: 3650 NE 124 AVR. Oaklush Park
	c. Phone: 954561-6196
	d. Email:
3.	Nature of Claim: Damaged water Pipe
4.	Date of Claim: 11-20 - 2015
5.	Resolution Date of Claim and how resolved: C/q/m Pq/D
	\$ 1474.
6.	If applicable:
	a. Court Case Number: PA
	b. County:
	c. State:
PRO	POSER: FDJ SERVICE LLC.





Claim Details

Logged On As: f121207 Robert Gonzalez



Home

Go Back

Enter a Claim Number: 572829 OK

Action Form	Med Eval	Search ISO Claims	Agent Alert	Underwriter Alert
E-Forms	PIP Reserve Action Form	PIP SIU Action Form Sub Open Report	U/W Inspection	Letter Writing
Letter to Insured	Blank Letter (Adjuster	Salvage Summary PD Check List	Policy (IR web viewer)	Claims Memo to File
Claims Memo to Manager	1	Property Opening/Closing Report	Medical Eval Memo	

Claim: 572829 **EDJ SERVICE INC** Status: CLOSED CLAIM

, 1700 SW 68TH AVE, PLANTATION, FL 333175019

Adjuster JEFF CUTTLE, AIC

Manager JAY M. ARTHUR, AIC PIP Specialist NOT APPLICABLE

Sub Specialist NOT APPLICABLE Policy CPP 9521648

Member

892936 21207-ROBERT GONZALEZ, PA,

Agent LUTCF Date Reported 05/11/2016

Date of Loss 11/20/2015 Date Closed 03/21/2017

Effective Date 04/09/2015

Expiration Date 04/09/2016

Company FFB General

County BROWARD

Description of Loss: INS BUSINESS HAS DMGED A PIPE AND PLUMBING ON THE PREMISES W HILE WORKING AND THERES WATER DMG. DETAILS ARE SCARCE.

CITY OF OAKLAND PARK Claimant:

Major Peril	Limits	Cause Loss	Reserves	Payments	Expenses
COMB BI/PD	1000000	PROP DMG		\$ 1,474.47	\$ 0.00

Ali Claimants		Reserves	Payments	Expenses
	Claim Total		\$ 1,474.47	\$ 0.00

Work Flow Entries (KLWF)

1000	In a La		Ph	ا المسماليس والموا
User	Date	iReminder -	Description	Worked
1	,			
				<u> </u>

Coverage Information

APPENDIX S W-9

INSERT W-9

(Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

Give Form to the requester. Do n send to the IRS.

II II CHI I C	Heveride delvice								
	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.							
	EDJ SERVICE LLC								
	2 Business name/disregarded entity name, if different from above								
раде 3.	Check appropriate box for federal tax classification of the person whose name following seven boxes.	certa	4 Exemptions (codes apply only certain entities, not individuals; s instructions on page 3):						
ğ	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation	☐ Partnership	☐ Tru	st/estate		icuoris o	n pag	e oj.	
e.	single-member LLC							(if any))
ct S	Limited liability company. Enter the tax classification (C=C corporation, S=			S	:				
Print or type. See Specific Instructions on	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from another LLC that is not disregarded from the owner for U.S. federal tax put is disregarded from the owner should check the appropriate box for the tax	om the owner unless the proses. Otherwise, a sin	owner of t gle-memb	the LLC is	3	ption fro	m FA	TCA re	eporting
Sciff	Other (see instructions)				(Applie	s to account	ts maint	ained outs	side the U.
Š	5 Address (number, street, and apt. or suite no.) See instructions.		Reques	ter's nam	e and ad	dress (or	otiona	J)	
ee Oee	4861 sSW 106TH AVENUE								
0,	6 City, state, and ZIP code								
	DAVIE, FL 33328		<u> </u>		·				, <u>.</u>
	7 List account number(s) here (optional)								
Pai	Taxpayer Identification Number (TIN)								
Enter	your TIN in the appropriate box. The TIN provided must match the nam	e given on line 1 to av	oid/	Social:	security I	number			
backu	p withholding. For individuals, this is generally your social security num	iber (SSN). However, 1	for a				1_		
reside	int alien, sole proprietor, or disregarded entity, see the instructions for I is, it is your employer identification number (EIN). If you do not have a r	umber, see How to ge	et a				╛		
TIN, I				or		,			
	If the account is in more than one name, see the instructions for line 1.	Also see What Name	and	Employ	er identi	fication	numi	oer -	
Numt	er To Give the Requester for guidelines on whose number to enter.			5 9	- 2	8 1	8	9 :	2 3
Par	t II Certification			LL	1	ł	<u></u>	l	
Unde	penalties of perjury, I certify that:								
1. The	number shown on this form is my correct taxpayer identification number	er (or I am waiting for	a numb	er to be	issued t	o me); a	and		
Sei	n not subject to backup withholding because: (a) I am exempt from bac vice (IRS) that I am subject to backup withholding as a result of a failur longer subject to backup withholding; and	e to report all interest	o) I have or divide	not beer ends, or	notified (c) the IF	by the	Inter notifi	mai Re ed me	that I
	n a U.S. citizen or other U.S. person (defined below); and								
	FATCA code(s) entered on this form (if any) indicating that I am exemp								
you ha	ication instructions. You must cross out item 2 above if you have been not ave failed to report all interest and dividends on your tax return. For real estailition or abandonment of secured property, cancellation of debt, contributed than interest and dividends, you are not required to sign the certification, but the certification, but the certification is the certification.	ate transactions, item a ons to an individual reti	2 does no rement a	ot apply. mangem	For mor ent (IRA)	tgage in , and ge	iteres eneral	t paid, Iy, pay	, ments
Sign Here			Date ►			· · · · · · · · · · · · · · · · · · ·			
Ge	neral Instructions	• Form 1099-DIV (d funds)	ividends	, includi	ng those	from s	tocks	s or m	utual
noted		 Form 1099-MISC proceeds) 	(various	types of	income	, prizes	, awa	ards, c	r gros
Futur	e developments. For the latest information about developments	• Form 1099-B (sto	ck or mu	tual fun	d sales a	and cert	tain c	ther	

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.

- 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 interes 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 mig



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/)

5/16/201

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR 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 endo If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER SUNZ Insurance Solutions, LLC. ID: (TLR) Workers' Comp Department PHONE (A/C, No. Ext): E-MAIL ADDRESS: c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 FAX (A/C, No): 727-525-727-520-7676 x 3 certs@encorehr.com St. Petersburg, FL 33701 INSURER(S) AFFORDING COVERAGE N/ 347 INSURER A: SUNZ Insurance Company INSURED INSURER B: TLR of Bonita, Inc INSURER C: **EnterpriseHR** 700 Central Avenue Suite 500 INSURER D: St. Petersburg FL 33701 INSURER E: INSURER F: **REVISION NUMBER:** COVERAGES **CERTIFICATE NUMBER: 48715017** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR LIMITS TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE s DAMAGE TO RENTED PREMISES (Ea occurrence) s CLAIMS-MADE OCCUR MED EXP (Any one person) S PERSONAL & ADV INJURY S **GENERAL AGGREGATE** s GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG S 100 POLICY s OTHER: COMBINED SINGLE LIMIT (Ea accident) S **AUTOMOBILE LIABILITY** s BODILY INJURY (Per person) ANY AUTO OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) S AUTOS NON-OWNED PROPERTY DAMAGE HIRED s **AUTOS ONLY** AUTOS ONLY (Per accident) s UMBRELLA LIAB EACH OCCURRENCE s OCCUR **EXCESS LIAB** AGGREGATE s CLAIMS-MADE RETENTION S DED 6/1/2020 6/1/2019 WORKERS COMPENSATION WC016-00001-019 ✓ STATUTE AND EMPLOYERS' LIABILITY 6/1/2018 6/1/2019 WC016-00001-018 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$1,000,000.0 NIA E.L. DISEASE - EA EMPLOYEE \$1,000,000.((Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$1,000,000.0 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage Provided for all leased employees but not subcontractors of: EDJ Service Inc Client Effective: 2/8/18 CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERE ACCORDANCE WITH THE POLICY PROVISIONS.

006

AUTHORIZED REPRESENTATIVE

	ACORD, CERTIFIC	ATE OF LIAB					ATE MMIDDITYYY 10/01/2019
R	RODUCER 954 Obert Gonzalez Insurance Agency 220 S University Dr.	-680-2805	ONLY AN	ID CONFERS I	SUED AS A MATTER NO RIGHTS UPON T ATE DOES NOT AM AFFORDED BY THE	THE END	CERTIFICAT EXTEND O
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1	avie, FL 33328		INSURERS A	AFFORDING CO	VERAGE		NAIC#
	SURED		INSURER A: FIG	orida Farm Bu	reau		02918
	DJ Service, LLC		INSURER 8:				
1.	700 SW 68th Avenue		INSURER C:				
10	lantation, FL 33317		INSURER D:				
F	OVERAGES		INSURER E:				
	THE POLICIES OF INSURANCE LISTED BELC ANY REQUIREMENT, TERM OR CONDITION MAY PERTAIN, THE INSURANCE AFFORDED POLICIES. AGGREGATE LIMITS SHOWN MAY	OF ANY CONTRACT OR OTHER	HER DOCUMENT WIT ID HEREIN IS SUBJEC ID CLAIMS.	H RESPECT TO W T TO ALL THE TER	MICH THIS CERTIFICATE RMS, EXCLUSIONS AND C	MA	Y BE ISSUED O
THE STATE OF	R INSRO TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE IMM/DD/YY)	POLICY EXPIRATION DATE IMMIDDAYY	FIN	ITS	4 200
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER:	CPP 9521648	04/09/2019	04/19/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrince) MED EXP (Any one parson) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$	1,000,0 50,0 5,0 1,000,0 2,000,0 2,000,0
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	HIREDAUTOS NON-OWNEDAUTOS				BODILY INJURY (Per accident)	s	
					PROPERTY DAMAGE (Per sccions)	s	
	GARAGELIABILITY				AUTO ONLY - EA ACCIDENT	S	
	ANYAUTO				OTHER THAN EA ACC AUTO ONLY: AGG	•	
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A	OCCUR CLAIMS MADE	12140 0500505	2412012240		AGGREGATE	5	1,000,0
	PERMOTERIE	UMC 9523565	04/09/2019	04/09/2020		is	
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	WORKERS COMPENSATION AND				WCSTATU- OTH- TORY LIMITS ER	5	
	EMPLOYERS' LIABILITY ANY PROPRIETORPARTNER/EXECUTIVE				E.L. EACH ACCIDENT	s	
	OFFICERMEMBER EXCLUDEO? If yes, describe unger				E.L. DISEASE - EA EMPLOYEE	S	
	SPECIAL PROVISIONS below		İ		EL DISEASE - POLICY LIMIT	5	
	Viner						
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	CVA UNIQUE LOSSO CUERTOS					
MD	OS Builders, Inc. and others per write in respects to General Liability and	tten contract are listed a			ary and non-contrib	utor	y basis
				<u> </u>			
CE	RTIFICATE HOLDER		CANCELLATI				
			DATE THEREOF,	THE SSUING INSURE	ED POLICIES BE CANCELLED B R WILL ENDEAVOR TO MAIL NAMED TO THE LEFT, BUT FA	30	_ DAYS WRITTE! E TO DO SO SHALI
	•		REPRESENTATIVE	s. J	of any kind upon the ins	,UHE1	t, HE ABENIS OF

APPENDIX U 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:
Street address:
City, State, Zip:
Certified By:
(type or print)
Title: Owllr
Signature: 123-2020

APPENDIX V STATEMENT OF NO RESPONSE



Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Procurement and Budget Officer Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330

or

Email: vredman@southwestranches.org

REASONS

1	Do not offer this product/service or equivalent.						
2	Schedule would not permit.						
3	Insufficient time to respond to solicitation.						
4	Unable to meet specifications / scope of work.						
5	Specifications "too tight" (i.e. geared to specific brand or manufacturer).						
6	Specifications not clear.						
7	Unable to meet bond and / or insurance requirements.						
8	Solicitation addressed incorrectly, delayed in forwarding of mail.						
9	Other (Explanation provided below or by separate attachment).						
Explanatio	n:						
	may delete the names of those persons or businesses who fail to respond to three (3) s, who fail to return this Statement, or as requested.						
Desire to re	eceive future Town solicitations? X Yes No						

COMPANY: EDJ SERVICE LLC
NAME: Chiley & Mari
TITLE Preselled / Owner
ADDRESS: 1400 SW 68 Ave Slantation, F-L 33317
TELEPHONE: (44) 791-4167 DATE:

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100. Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA: Business Name: EDJ SERVICE LLC

Receipt #: 324-236430
LAWN MAINTENANCE/LANDSCAL

Business Type:

Owner Name: EVELYN R PAGNI

Business Location: 4861 W 106 AVE

Business Opened:10/06/2010

State/County/Cert/Reg:

DAVIE

Business Phone: 954-791-4167

Exemption Code:

Rooms

Seats

Employees 20

Machines

Professionals

		For	Vending Business Only	<i>y</i>		
Number of Machines:						
Tex Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

EVELYN R PAGNI 1700 SW 68 AVE

PLANTATION, FL

33317

Receipt #52A-18-00007906 Paid 07/26/2019 150.00

2019 - 2020

EDJ Service LLC 1700 SW 68 Ave Plantation FL 33317

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.



City of Plantation
LOCAL BUSINESS
TAX CERTIFICATE

Certificate # 165529

Account # OC15-0804

Valid from 10/01/2018 to 09/30/2019

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED

Classification: (26)d Administration/Management Office

Business Name & Address: EDJ Service LLC 1700 SW 68 Ave Plantation FL 33317

SUSAN X. SLATURY
CITY CLERK SIGNATURE

MOTICE: If Divinged in gold this Codificate must be transferred within 40 days as it becames will and said

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

Business Name: EDJ TREE SERVICE LLC

Receipt #:189C-228296
Business Type: TRIMMING/TREE MAINT

Owner Name: RICHARD E BLAHA

Business Location: 4861 SW 106 AVE

DAVIE

Business Opened:10/13/2009 State/County/Cert/Reg:A-813

Exemption Code:

Business Phone: 954-791-4167

Rooms

Seats

Employees 20

Machines

Professionals

For Vending Business Only						
Number of Machines:						
Tex Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	0.00	0.00	0.00	54.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Wailing Address:

EDJ TREE SERVICE LLC 1700 SW 68 AVE

PLANTATION, FL 33317

Receipt #1CP-18-00013555 Paid 07/30/2019 54.00 07/29/2019 Effective Date

2019 - 2020

		CERTIFICAT	E OF LIA	BILI	TY IN	SURANCE	DEFENDANCE	Date 6/11/2019	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691				A CONTRACTOR OF THE PERSON OF	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
(727) 938-5562			e de la compa	Insurers Affording Coverage					
Insured: South East Personnel Leasing, Inc. & Subsidiar			orios	Insurer A:	Lion Insurance Compan	V	NAIC # 11075		
	, a. cat	2739 U.S. Highway 19 N.	Hic. & Subsidia	ic. & Subsidialies		Insurer B:			
		Holiday, FL 34691			Insurer C:				
		•			Insurer D:				
C ~	verage				insurer E:				
deresent.	CONTRACTOR OF THE REAL PROPERTY.	rsurance listed below have been issued to the insure	d named above for the o	olicy peri	od indicated. No	lvalhstanding any requiremen	them or condition of any contract	or other document	
with s	espect to w	which this certificate may be issued or may pertain, the have been reduced by paid claims.	e insurance afforded by	the policie	es described here	ein is subject to all the terms,	exclusions, and conditions of such	policies. Aggregate	
INSR	7		Po		icy Effective Policy Expiration		Limits		
LTR		Type of Insurance	Policy Number		Date	Date	LIIII	is	
<u> </u>		GENERAL LIABILITY		(IVIIV	VOD/YY)	(MM/DD/YY)		1	
		Commercial General Liability					Each Occurrence	<u> </u>	
	ecistanton de caracterista	Claims Made Occur				CHICAGO MARIA DO CONTRA	Damage to rented premises (E/ occurrence)	W. W.	
	2		m.Bar			# C	Med Exp	\$	
		General aggregate limit applies per:	Market State of the State of th				Personal Adv Injury	10	
	e e e e e e e e e e e e e e e e e e e	Policy Project LOC	t groups			Charles and Charle	General Aggregate	\$	
							Products - Comp/Op Agg	6	
		AUTOMOBILE LIABILITY					Combined Single Limit		
	CELECTOR	Any Auto	ALL MACHINES AND AND AND AND AND AND AND AND AND AND				(EA Accident)	S	
	eacherstain.	All Owned Autos	THE STATE OF THE S				Bodily Injury (Per Person)		
		Scheduled Autos	anyddoche Traeyladio			*100%			
	(Artherio (A)	Hired Autos Non-Owned Autos	######################################				Bodily Injury (Per Accident)	S	
		TOTAL OWNER AND S	entropies manual			#K.	Property Damage		
							(Per Accident)	scarre solder	
		EXCESS/UMBRELLA LIABILITY					Each Occurrence		
		Occur Claims Made	SACTORISM PLANS			The services and the services are the services and the services and the services and the services and the services and the services and the services and the services and the services and the services and the services and the services and the services and the services and the services and the services and the services and the services are the services and the services and the services are the services and the services are the services and the services are the services and the services are the services and the services are the services and the services are the services are the services and the services are the se	Aggregate	100 CO	
Ą		rs Compensation and	WC 71949	01/01/2019	01/01/2020	X WC Statu- OTH	-		
	8	yers' Liability prietor/partner/executive officer/member				Seivesta	E.L. Each Accident	\$1,000,000	
		i? NO				THE STATE OF THE S	E.L. Disease - Ea Employee	\$1,000,000	
	If Yes, d	escribe under special provisions below.					E.L. Disease - Policy Limits	\$1,000,000	
	Other		Lion Incurs	nca Co	mpagy ic A	M Rock Company	ated A (Excellent). AM	2 # 12616	
Desc	riptions	of Operations/Locations/Vehicles/E	AND THE PARTY OF T		THE RESERVE OF THE PERSON NAMED IN	The state of the s	<u> </u>	<u> </u>	
		applies to active employee(s) of South East Pr					Client ID: 91-4 Client Company":	o6-618	
			EDJ	Tree Se	ervice LLC				
		applies to injuries incurred by South East Pers					n: FL		
		not apply to statutory employee(s) or indeper ive employee(s) leased to the Client Company	, -			•	ificatoc@linning.cance	com	
	ct Name		can be obtained by i	axiiig a	request to (72)	7) 937-2130 Greinali Cert	nestes@nominsdrancecompany	.com	
-		8 (BP). REISSUE 02-20-18 (KLR). REISSUE	09-13-18(SS). REISS	SUE 06-1	1-19 (SS)				
							and a	Bo. 40 (0/20-7	
CER	TIFICATE	the late of the same of the companion of the contract of the c		فينجونون كالمتال	CELLATION			ite: 10/9/2015	
		TOWN OF DAVIE		insure	r will endeavor to	mail 30 days written notice to	elled before the expiration date ther to the certificate holder named to the nd upon the insurer, its agents or re	left, but failure to	

6591 ORANGE DRIVE



This Certifies that Richard E. Blaha

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 05/09/2021

Certificate # 28692

Instructor: Ronald C. Appel

FDOT Provider # 134

A&SW Consultants, Inc. Phone: 386-788-9899 55 Inlet Harbor Rd. Ste. 121 Port Orange, www.FloridaMOT.com nicolle@aswconsultants.com





This Certifies that Kenneth R. Allen

Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Intermediate Course.

Date Expires 02/03/2020

Certificate # 14091

Instructor Wallace McCleod

FDOT Provider #

Metro Florida Safety Council

Phone:

954-603-1900

200 SW 6th Street Ste.502

Miami, FL

metrofloridasafetycouncil.co

ffilyons@metrofloridesafetycounc





Department of Environmental Protection



2600 Blair Stone Road, M.S. 3570 Tallahassee, Florida 32399-2400

Congratulations on successfully completing the Florida Green Industries Best Management Practices Trutting Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped to a to better understand Florida's nonpoint source pollution problems and the importance of proper design construction. irrigation, fertilization, pest control, and maintenance of lawns and landscapes, in order to assure minimal adverse environmental effects while achieving customer expectations.

Attached you will find your numbered certificate and wallet card. If there are any errors in the certificate or card, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping? Program at (352) 273-4517 or email gi.bmp@rfas.ufl.edu.

Richard E. Blaha 1861 SW 69TH AVE PLANTATION, FL 33317

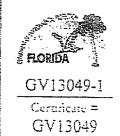
State of Florida DEPARTMENT OF **ENVIRONMENTAL PROTECTION**

Richard E. Blaha

GV13049-1

Caruñcas =

GREEN INDUSTRIES BEST MANAGEMENT PRACTIC TRAINING PROGRAM



Traince II) =

Certificate of Training Best Management Practices Florida Green Industries

IEAS Extension

The undersigned hereby acknowledges that

Richard E. Blaha

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey

issuer

Instructor

Date of Class

DIP Program Administrator

TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

EXHIBIT "B-1"

(Contractor's Proposal attached)

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES RFP NO. 20-008 MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

RIGHT-OF-WAY MAINTENANCE- ROADS/MEDIANS/SWALES

> Service Category	Location/ Zone#	Location/Zone Name	FREQ	SUBMITTED UNIT EDJ	SUBMITTED ANNUAL EDJ	VERIFIED UNIT EDJ
A	1	GRIFFIN ROAD EAST ROW: Flamingo Rd. to SW 148 Ave. a.) No1th swale - All from edge of pavement to top of canal bank b.) Medians -All c.) 3 Retention Ponds d.) South swale - All from edge of pavement to property line				
			28	\$ 1,390.76	\$ 38,941.28	\$ 38,941.28
A	2	GRIFFIN ROAD WEST ROW: west of Dykes Rd. to east of SW 188 Ave.: a.) North swale - from edge of pavement to top edge of swale - Dykes Rd. to SW 188 Ave. b.) Medians -All c.) South swale - All	20	\$ 1,370.70	¥ 30,741.26	3 30,741.20
			28	\$ 1,694.54	\$ 47,447.12	\$ 47,447.12
В	3	Griffin Road/ C-11 Canal Bank Trail: From top edge of swale to top of canal bank a.) Flamingo Rd. to SW 148 Ave. b.) Dvkes Rd. to US 27				
			28	\$ 1,165.62	\$ 32,637.36	\$ 32,637.36
С	4	Griffin Road West US 27 to Holiday Park entrance	28	\$ 135.96	\$ 3,263.04	\$ 3,806.88
С	4A.	Dykes Road median at Sheridan Street	28	\$ 54.72	\$ 1,313.28	\$ 1,532.16
С	5	SW 172 Ave. from Griffin to Sheridan St. a.) West side b.) East side at 4800 SW 172 A venue - ROW planting c.) East side at 6640 SW 172 Avenue - ROW planting			, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
C	6	SW 166 Ave from Criffing to SW 51 Marrow W. C.	16	\$ 387.89	\$ 9,309.36	\$ 6,206.24
		SW 166 Ave. from Griffin to SW 51 Manor, West side	16	\$ 32.80	\$ 787.20	\$ 524.80
TOWN	OF COLUMN	WEST RANCHES FLORIDA TOWN-WIDE RIGHT OF	XXXXXX			-

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE RIGHT OF WAY
MAINTENANCE SERVICES RFP NO. 20-008
MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE
CATEGORY (BASE PROPOSAL):
RIGHT-OF-WAY MAINTENANCE- ROADS/MEDIANS/SWALES

egory	one#	Location/Zone Name	T			
Service Category	Location/ Zone#		FREQ	SUBMITTED UNIT EDJ	SUBMITTED ANNUAL EDJ	VERIFIED UNIT EDJ
MA	WN OF SOU AINTENANC	JTHWEST RANCHES, FLORIDA TOWN-W IDE RIGHT OF V CE SERVICES RFP NO. 20-008	VAY			
С	7	SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side	16	\$ 38.81	\$ 931.44	\$ 620.96
С	8	SW 166 Ave. from SW 62 St. to SW 69 St., East side	16	\$ 79.47	\$ 1,907.28	\$ 1,271.52
С	9	Dykes Rd. from SW 66 St. to Segovia Circle N, East and west sides	16	\$ 52.98	\$ 1,271.52	\$ 847.68
С	10	Stirling Rd. from Dykes Rd. to SW 166 Ave., Median only	16	\$ 128.11	\$ 3,074.64	\$ 2,049.76
С	11	SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St west of SW 178 Ave., North and south - Guardrail String trimming	16	\$ 267.23	\$ 6,413.52	\$ 4,275.68
С	12	SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St., between SW 68 Court and SW 70 Place, East and west sides, some north sides - String trimming at Guardrail	16			
			16	\$ 168.94	\$ 4,054.56	\$ 2,703.04
С	13	SW 66 St. between SW 178 and SW 172 Aves, North side	16	\$ 58.98	\$ 1,415.52	\$ 943.68
C	14	Hawke's Bluff Ave (Adjacent to Griffin Rd. west of 1-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal bounda ry - 30 500 s.f. of ROW on nort h s ide				
C	15	CW 140 A	16	\$ 115.96	\$ 2,783.04	\$ 1,855.36
	13	SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sher idan St., East side	16	\$ 552.99	\$ 13,271.76	\$ 8,847.84
С	16	SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sher idan St., East side	16	\$ 356.83	\$ 8,563.92	\$ 5,709.28
С	17	SW 136 Ave. (Hola tee Trail) from Old Sheridan St. to East Palomino Drive, East side	16	\$ 190.07	\$ 4,561.68	\$ 3,041.12
C	18	SW 50 St. (East Palomino Drive), east of 1360 I address only, North side	16	\$ 32.80	\$ 787.20	\$ 524.80
0	19	SW 50 St. (West Palomino Drive), South side	16	\$ 115.96	\$ 2,783.04	\$ 1,855.36
	20	SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave., North side	16	\$ 79.47	\$ 1,907.28	\$ 1,271.52
	21	SW 130 Ave. (Melaleuc a Rd.) from Old Sherida n St. to S tirli ng Rd., West side	16	\$ 165.60	\$ 3,974.40	\$ 2,649.60

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

RIGHT-OF-WAY MAINTENANCE- ROADS/MEDIANS/SWALES

>	1 +	Location/Zone Name	1	<u></u>		
Service Category	ocation/ Zone#	Location 25th Finance				
e Car	on/ Z		_	SUBMITTED UNIT EDJ	SUBMITTED ANNUAL EDJ	VERIFIED UNIT EDJ
rvic	ocati		FREQ			
	I	UTHWEST RANCHES, FLORIDA TOWN -WIDE RIGHT OF W		1		
MA	INTENAN	C E SERVICES RFP NO. 20-008				
С	22	SW 130 ave Stirling Rd. to end of roadway, East side	16	\$ 197.58	\$ 4,741.92	\$ 3,161.28
С	23	SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Tra il), South side				
			16	\$ 255.96	\$ 6,143.04	\$ 4,095.36
C	24	SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave . (Appaloosa Trail), South side		Ψ233330	0 0,113.01	ψ 4,022.20
			16	\$ 255.96	\$ 6,143.04	\$ 4,095.36
С	25	SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127	10	Ψ 233.30	ψ 0,145.04	ψ 4,025.50
		Ave. (Appaloosa Trail), South side		\$ 255.96	\$ 6,143.04	\$ 4,095.36
			16			
C	26	SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.), South side				
			16	\$ 79.47	\$ 1,907.28	\$ 1,271.52
С	27	SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median				
			16	\$ 190.07	\$ 4,561.68	\$ 3,041.12
С	28	SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side	1.0	\$ 227.23	\$ 5,453.52	\$ 3,635.68
С	29	SW 60 St. (Stirling Rd.) from SW 130 Ave. (Me	16			
		laleuc a Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, in tersection, various	16			
				\$ 196.11	# 4 70C CA	
С	30	SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side		\$ 190.11	\$ 4,706.64	\$ 3,137.76
		Side	16	\$ 179.47	\$ 4,307.28	\$ 2,871.52
С	31	SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)		\$ 65.60	\$ 1,574.40	\$ 1,049.60
			16			·
С	32	SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only		\$ 97.68	\$ 2,344.32	\$ 1,562.88
			16			
С	44	SW 2 IO Terrace Drain age Swale	24	\$ 172.20	\$ 4,132.80	\$ 4,132.80
	AL RIGH S/SW AL	T-OF-WAY MAINTENANCE- ROADS/ ES			\$ 243,558.40	\$ 205,713.28
				_		

Southwest Ranches Council

Mayor Doug McKay Vice Mayor Dee Schroeder Delsa Amundson Bob Hartmann Gary Jablonski



Town Administrator Andrew D. Berns

REQUEST FOR PROPOSALS

RFP No. 20-008

Town of Southwest Ranches is seeking proposals for:

TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

Date issued/available for distribution: December 13, 2019

Proposer shall submit one (1) unbound original, six (6) bound copies of the completed Proposal, and one (1) electronic copy of the entire Proposal in a PDF or similar format, which must be received by the Budget and Procurement Office no later than **Tuesday January 28, 2020, at 11:30 a.m.** local time. See Section 1.7 for mailing instructions.

Mandatory Pre-Proposal Conference: Tuesday, January 7, 2020 at 11:00 a.m. local time. See Section 1.3, of this RFP for the location of the Pre-Proposal Conference.

ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER

CAUTION

Amendments to this Request For Proposals will be posted on the Southwest Ranches Procurement Department's website which can be accessed at http://southwestranches.org/procurement as they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is the proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of Proposals.

Southwest Ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATIVE FORMAT.

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Town of Southwest Ranches, Florida ("Town"), in the Budget and Procurement office, 13400 Griffin Road, Southwest Ranches, Florida, 33330, up to 11:30 a.m., local time, and opened in the Grand Oak Conference Room on Tuesday, January 28, 2020, for all material, labor, equipment and supplies necessary for:

TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

To better manage document disbursement for the Proposal process, the Town will make Proposal documents available on the Southwest Ranches Procurement Department's website which can be accessed at:

http://southwestranches.org/procurement.

To review the Proposal documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the Proposal documents, or contact Venessa Redman at (954) 434 0008 ext. 7467, or e mail at vredman@southwestranches.org.

It is recommended that all Proposers download and submit a disclosure form for the project of interest. This information is used to notify Proposers via email of project information updates (Addendums, Proposal date changes, etc.). The disclosure form download is also available on the website listed above.

All Proposals shall be submitted in accordance with General Provisions, Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Mandatory Pre-Proposal Conference will be held on Tuesday, January 7, 2020 at 11:00 a.m., in the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Proposals requested shall be set forth in the Proposal and the Proposal Form attached to and forming a part of the Specifications.

Prior to execution of a contract, Proposer shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Proposer does not have a written non-discrimination policy, Proposer shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.35, of the Request For Proposals.

The Town reserves the right to reject any or all Proposals.

CONTRACT DATA

Contract Title: Town-Wide Right of Way Maintenance Services

Contract Number: RFP No.: 20-008

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road

Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator

13400 Griffin Road

Southwest Ranches, FL 33330

Phone: 954-434-0008 Fax: 954-434-1490

Designated Contract

Manager: December Lauretano-Haines, Parks Recreation

and Open Space Manager

13400 Griffin Road

Southwest Ranches, FL 33330

Phone: 954-434-0008 Fax: 954-434-1490

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposals ("RFP") is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida ("Town"), by and through its Procurement and Budget Department ("Department"). The Department is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (*See* Section 1.8).

1.2 PURPOSE OF THE PROJECT

The Department is soliciting proposals from qualified and experienced firms for all material, labor, equipment and supplies necessary for Right of Way Maintenance Services. Which includes the removal of litter, trash & debris and proper disposal, mowing, edging, hedge trimming, selective trimming, tree maintenance, various types of spraying, raking, sweeping, weeding, string trimming, mulching, fertilization, and other landscape maintenance services as required.

1.3 MANDATORY PRE-PROPOSAL CONFERENCE

All Proposers are **required** to have a representative attend a Mandatory Pre-Proposal Conference, which will be held in the Town's Grand Oak Conference Room or Council Chambers located at Town Hall on **Tuesday**, **January 7**, **2020** at **11:00** a.m. local time.

At this meeting, maps will be distributed showing all areas where work is to be performed. There will be a Town representative available to answer questions relative to this RFP however, proposers should not rely on any representations, statements or explanations other than those made by this RFP or a formal Amendment to the RFP. Any questions or comments arising subsequent to the Pre-Proposal Conference must be presented, in writing, to the Contact Person (See Section 1.8) prior to the date and time stated in the Timetable (See Section 1.6).

A PROPOSERS FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE SHALL RESULT IN DISQUALIFICATION OF ITS PROPOSAL.

All proposers shall be required to sign an attendance sheet, which will be collected at the end of the Mandatory Pre-Proposal Conference. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the Mandatory Pre-Proposal Conference.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days' notice.

1.4 QUALIFICATIONS OF PROPOSERS

All Proposers to this RFP shall have demonstrated experience in right of way maintenance services.

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

1.5 OPPORTUNITY OFFERED

The initial contract for services ("Contract") is for a five (5) year term. The Contract may be renewed upon mutual agreement of the parties, subject to the terms and conditions of the Contract. Extensions of the Contract may not exceed fifteen (15) years.

Upon completion of the initial term of the Contract, the maximum annual fee may be increased on annual basis at the Town's discretion. Such increase shall not exceed five percent (5%) of the annual fee under the existing Contract.

Contractor acknowledges that the annual fee is the maximum amount payable to the Contractor and limits the Towns monetary obligation under the Contract. The monetary limitation does not constitute a limitation upon contractor's obligation to perform services under the Contract.

1.6 TIMETABLE

The anticipated schedule and deadline for this RFP is as follows:

Activity	Date, Time and Location
RFP available for download on website	On or about: Friday, December 13, 2019 at:
	http://southwestranches.org/procurement
Mandatory Pre-Proposal Conference	11:00 a.m. local time, on Tuesday, January 7,
	2020 at Town's Grand Oak Conference Room
	located at Town Hall.
Deadline for Submission of Written	Tuesday, January 21, 2020, at the Office of the
Comments/Questions	Procurement, 13400 Griffin Road, Southwest
	Ranches, FL 33330.
Response to Written Comments/Questions	
Deadline for Submission of Proposals	11:30 a.m. local time, on Tuesday, January 28,
	2020, at the Office of the Procurement, 13400
	Griffin Road, Southwest Ranches, FL 33330.
Public Opening	11:30 a.m. local time, on Tuesday, January 28,
	2020, at the Grand Oak Conference Room,
	13400 Griffin Road, Southwest Ranches, FL
	33330.
Selection Committee meeting(s); and	Tuesday, February 4, 2020, 11:00 a.m.
	Wednesday, February 5, 2020, beginning at
Oral Presentations (by invitation, if necessary)	11:00 a.m.
Award Date	February 27, 2020

1.7 PROPOSAL SUBMISSION

Proposals must be accompanied by a Cashier's Check or Proposal Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base Proposal to guarantee a contract is promptly executed, Payment Bond and Performance Bond and Insurance Certificates are furnished. The return of Cashier's Checks or other cash security to Proposers shall be subject to the time periods for payment in the Florida Prompt Payment Act, Section 287.70, et seq. It is anticipated that Proposals will be opened at 11:30 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Tuesday, January 28, 2020.

All Proposals must be submitted on 8 1/2 x 11-inch paper. One (1) unbound original and six (6) hard copies of the complete Proposal must be received by the Town no later than 11:30 a.m. local time on Tuesday, January 28, 2020. Proposers must also submit an electronic copy of the Proposal on CD or flash drive in PDF or similar format. The original and all copies must be submitted in a sealed envelope or container. The Proposers complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name Address Phone Number

> Town of Southwest Ranches Venessa Redman, Sr. Procurement & Budget Officer Procurement Department 13400 Griffin Road Southwest Ranches, FL 33330

RFP No.: 20-008

TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

Due Date: Tuesday, January 28, 2020

Hand carried Proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Town.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper of envelope used by such service.

The submission of a signed Proposal by a Proposer will be considered by the Town as constituting a legal offer by the Proposer to provide services required by this RFP at the proposed price identified therein.

No Proposals will be accepted after the deadline for submission of Proposals or at any location other than the location designated in this RFP.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:30 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

1.8 CONTACT PERSON

The individual designated as the "Contact Person" for the RFP is:

Venessa Redman, Senior Budget and Procurement Officer 13400 Griffin Road Southwest Ranches, FL 33330 Phone: 954 434 0008 Ext. 7467

Fax: 954 434 1490

Email: vredman@southwestranches.org

1.9 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e mail, U.S. Mail no later than Tuesday, January 28, 2020, to the address listed in this RFP Timetable (See Section 1.6) or fax number or e mail address listed for the Contact Person (See Section 1.8). The request must contain the proposer's name, address, phone number, facsimile number and e mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and e mail address.

Changes to this RFP, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of Proposals. Proposers should not rely on any representations, statements, or explanation other than those made by this RFP or in any Amendment to this RFP. Where there appears to be a conflict between this RFP and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFP will be posted on Town of Southwest Ranches Purchasing Department website which can be accessed at http://southwestranches.org/procurement/.

It is the sole responsibility of Proposers to routinely check for any Amendments that may have been issued prior to the deadline for submission of proposals. Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (See Section 1.6) that proposer has received all Amendments to this RFP prior to the submission of its proposal.

1.10 PROCUREMENT CODE

Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town

1.11 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, lobbyist, or consultant and the Town Council members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee. See Article IX, Sec. 2 208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

During the effective period of the Cone of Silence, any party that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the selection committee, the procurement consultant, Herb Hyman, CPPO, CPPB and/or the Town Council relative to this RFP, except as may be permitted or required during public meetings of the Town Council.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFP award to said Proposer voidable by the Town, at the Town's sole discretion.

1.12 PUBLIC OPENING

A public opening, of Proposals, will take place on Tuesday, January 28, 2020, at 11:30 a.m. local time in the Town Grand Oak Conference Room.

The identity of the Proposers and respective total Proposal price shall be read aloud. However, no additional information set forth in the Proposal shall be made public until the time of a notice of an "Intended award" or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of Proposals, the Town will look for any unbalanced Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize. The Town intends to award a Contract to the lowest, responsive and responsible Proposer in accordance with the terms of this RFP and the Town's Procurement Code.

In the award of a Contract pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

1.13 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this RFP are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any Proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the RFP, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

The Town reserves the right to reject any or all portions of any Proposal, to reject all Proposals, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein, are for proposal purposes only and, will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Proposers guarantee their commitment, compliance, and adherence to all requirements of this RFP by submission of their proposals.

2.2 PROPOSAL FORMAT AND CONTENT

2.2.1 <u>Technical Proposal</u>. Proposals must contain all of the documents included in the appendix, each fully completed, signed and notarized, as required. Failure of a Proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

Proposers must use the Proposal form(s) furnished by the Town and included in the appendix of the RFP. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the Proposal documents may invalidate the Proposal. Also, Proposals having an erasure or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A Proposal submission in pencil will not be accepted.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (*See* Section 1.6) or the proposal shall be deemed non-responsive.

The Department reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient ability to perform under the Agreement.

Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

2.3 PROPOSAL SCHEDULE

Each proposer shall submit a completed Proposal Schedule, included as Appendix "A". Pricing in the Proposal Schedule shall include all labor, equipment and materials necessary to complete the work in accordance with the contract documents, schedules and plans, all addenda, if issued.

Proposer warrants that the prices, terms and conditions quoted in the Proposal Schedule will be firm for a period of ninety (90) days from the date of the Proposal opening. If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk, and errors will not release the Proposer from performance of the Contract at the Proposal price.

2.4 MODIFIED PROPOSALS

Proposers may submit a modified Proposal to replace all or any portion of a previously submitted Proposal until the deadline for submission of Proposals specified in the RFP Timetable (See Section 1.6). The Town will only consider the latest proposal submitted.

2.5 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn, only by written notification to the Town, prior to the opening of Proposals. (See Section 1.6). After the opening of Proposals, they shall be irrevocable for a period of one hundred and twenty (120) days. Unless withdrawn, as provided in this subsection, a Proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a Proposal without permission of the Town before 120 days have elapsed from the date of the opening of Proposals may be debarred and are subject to forfeiture of the Proposal Security.

2.6 LATE PROPOSAL, LATE MODIFIED PROPOSAL

Proposals and/or modifications to Proposals received after the deadline for submission of Proposals specified in the RFP Timetable (See Section 1.6) shall not be considered.

2.7 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all Proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the Proposals received as a result of this RFP. In addition, the Town of Southwest Ranches Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next lowest, responsive and responsible Proposer, or to readvertise the project, in its sole discretion when deemed to be in the best interests of the Town.

2.8 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of Proposals to the Town, or any work performed in connection therewith, shall be borne by the Proposer.

2.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

2.10 RIGHT TO PROTEST

For purposes of this RFP, the term "Purchasing Code" shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference ("Bid Protest"). By responding to this RFP, all Proposers agree that the Bid Protest procedures set forth in the Code are applicable to this RFP and shall comply with said procedures.

Any Proposer may protest any recommendations for award of the Contract in accordance with Protest Procedures by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Director of Purchasing at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for this RFP and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Proposer, including the financial position, experience, staffing, equipment, materials, and references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

2.12 EVALUATION OF PROPOSALS

Proposals will be evaluated by the Selection Committee (the "SC") process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town's Procurement Code. The SC will analyze Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices. The SC may require an interview or presentation to assist their evaluation of the services and prices being offered.

Proposals shall be evaluated based on the following point system:

Evaluation Criteria	Dointo
1. Price (Proposal Forms);	Points 40
2. Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Right of Way Maintenance Services;	25
3. Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of services to be provided;	10
4. Past and present performance including information disclosed by references;	10
5. Price of auxiliary services from Maintenance Proposal: Price List by Service;	10
6. Professional certifications and memberships.	5
TOTAL POINTS	100

2.13 PROFESSIONAL ORGANIZATIONS

In accordance with the evaluation factors (*See* Section 2.12), preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:

- A. Certificate of Training, Best Management Practices, Florida Green Industries, issued by the Florida Department of Environmental Protection.
- B. Certification (any/all) from Florida Nursery Growers & Landscape Association (FNGLA).
- C. Membership in Florida Nursery Growers & Landscape Association (FNGLA).
- D. Membership in Florida Urban Forestry Council (FUFC).
- E. Membership in Florida Turfgrass Association (FTGA).

2.14 AWARD

The Town intends to award a contract to the lowest, responsive and responsible Proposer whose Proposal meets the requirements of this RFP, and in accordance with the Town's Procurement Code.

The Town reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. Final determination and award of Contract shall be made by the Town Council.

In the award of a Contract pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

2.15 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RFP. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.16 ASSIGNMENT

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

2.17 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re-advertise the RFP, in its sole discretion.

2.18 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Proposer shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.19 COMPLIANCE WITH LAW

Proposer shall comply with all applicable laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to this RFP and any Contract awarded. Proposer shall obtain and maintain any and all permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.20 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Proposer

or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

2.21 INDEMNIFICATION

To the fullest extent permitted by Florida law the Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract or anyone else for whose actions Proposer may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.22 SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of this RFP or any Contract awarded.

2.23 DEFAULT PROVISION

In case of default by the Proposer, the Town may procure the articles or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

2.24 GOVERNING LAW

The validity of this RFP and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.25 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFP. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.26 REMEDIES FOR BREACH

Should the selected Proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure to perform and Proposer shall have fourteen (14) days to cure such failure or within time frames as set forth in the Contract. If Proposer fails to cure, then the

Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Proposer for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

2.27 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a Proposal 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. Proposer 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.

In accordance with Florida Statutes, 119.071(1)(b)(2) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the Proposals, proposals, or final replies, whichever is earlier.

To the extent that Proposer 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 RFP process, Proposer shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Proposer agrees to keep and maintain public records required by the Town in Proposer's possession or control in connection with Proposer's performance under this RFP 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. Proposer 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 Proposer does not transfer the records to the Town.

Upon completion of the Contract, Proposer agrees, at no cost to Town, to transfer to the Town all public records in possession of the Proposer or keep and maintain public records required by the Town to perform the service. If the Proposer transfers all public records to the Town upon completion of the Contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the Contract, the Proposer 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.

Proposer'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 PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434 0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

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

Proposer shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract.

2.29 CONTRACT PROVISIONS (EXHIBIT "A")

- 2.29.1 <u>Agreement</u>. The selected Proposer will be required to execute a contract in a form and substance similar to the attached Example Agreement (Exhibit "A"), subject to negotiated exceptions.
- 2.29.2 <u>Authorization to Sign</u>. In addition to executing the Agreement, the selected Proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected Proposer is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected Proposer is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

2.30 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Proposer is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposer shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Proposer, his agents, subcontractors, or any person the Proposer utilizes in the completion of his contract. Proposer shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish

these documents or to have required licensure will be grounds for rejecting the Proposal as non-responsive.

The Proposal shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

2.31 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected Proposer to provide certified copies of all insurance policies specified in the Agreement (Exhibit "A"). The selected Proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the Agreement (See Exhibit "A"). Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained therein, as well as the Town's review or acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected Proposer under the Agreement.

Prior to award and prior to commencing Work, the Successful Proposer shall provide to the Town certified copies of all insurance policies. The insurance policies shall provide coverage as outlined below:

- 2.31.1 <u>Worker's Compensation Insurance</u> is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Proposer shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- 2.31.2 <u>Business Automobile Liability Insurance</u> Proposer 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.
- 2.31.3 <u>Commercial General Liability</u>. Proposer 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.

2.31.4 <u>Environmental Pollution Insurance</u>: The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

2.32 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES Attn: Andrew D. Berns, Town Administrator 13400 Griffin Road. Southwest Ranches, FL 33330

and

Broward County Board of County Commissioners 115 S. Andrews Avenue Fort Lauderdale, FL 33301

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposer and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposers are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding. The Proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Proposal protest or sue the Town by virtue of such cancellation or rescission.

2.33 SECURITY AND BONDING REQUIREMENTS

Simultaneous with the delivery of an executed Proposal to the Town, Proposers shall furnish a Proposal Security in an amount equal to five percent (5%) of the total gross amount of the Proposal. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

2.34 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any Proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a Proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.35 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions 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.

Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Proposer further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Agreement, disqualification or debarment of Proposer from participating in Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.36 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit ("DOIA") must be completed on behalf of any individual or business entity that seeks to do business with the Town. 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.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.37 CONFLICT OF INTEREST

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

2.38 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, proposals, or replies on leases of real property to a 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 s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public entity Crimes, and submit it with its proposal.

SECTION 3 CONTRACT

3.1 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any

governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, unless otherwise specifically stated.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding, shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

3.2 CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order or Change Directive. Upon receipt of a Change Order or written Change Directive, Contractor shall promptly proceed with the Work included in the Change Order or Change Directive.

The Town and Contractor shall execute appropriate Change Orders or Change Directives which may include: 1) additions, deletions or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in section 3.4— "Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work".

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required to be given to a surety, the giving of such notice will be Contractor's responsibility, and the amount of each applicable Bond may be adjusted accordingly.

3.3 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Proposal price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities shown in the Proposal and Proposal Form are approximate only and are subject to either increase or decrease. The quantities indicated are estimates based on the scope of the project. Unless authorized by the Town, via Change Order or Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Proposal, Proposal Form and Contract.

3.3.1 <u>Change Order</u>. The Contract may be changed only by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges

and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for change in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town in its sole discretion, shall decide, whether to issue a written Change Order.

3.3.2 <u>Unit Prices</u>. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price item multiplied by the quantity. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor's overhead and profit.

3.4 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. The quality and acceptance of workmanship will be determined during site inspections by the Town. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

- 3.4.1 Owner May Stop the Work. If Work is defective, Contractor fails to supply sufficiently skilled workers, suitable materials or equipment, fails to furnish or perform the Work in a manner that will result in Work that strictly conform to the Contract Documents, the Town may order Contractor to Stop the Work, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.
- 3.4.2 <u>Correction or Removal of Defective Work.</u> If required by Town, Contractor shall within twenty-four (24) hours and at its sole expense, correct all defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal nor shall Contractor be entitled to any time extension in connection therewith.
- 3.4.3 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in Section 3.3 "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.
- 3.4.4 <u>Town May Correct Defective Work</u>. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within twenty-four (24) hours of notice, the Town may take all action necessary to correct the defect. In exercising the rights and

remedies under this paragraph Town shall proceed expeditiously. The Town reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on line items in the Proposal Forms.

3.4.5 <u>Contractor's Failure to Perform.</u> Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have fifteen (15) days thereafter to cure such failure. If Contractor is unable or unwilling to cure such Failure to Perform, then Town shall receive a refund equal to the actual cost of a third party to cure such failure and may immediately terminate any contract award for default. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.

3.4.6 <u>Termination for Convenience</u>. The Town shall have the right to terminate the contract for convenience upon thirty (30) days written notice. In the event of a Termination for Convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination but shall have no further liability or responsibility to the Contractor. Contractor hereby waives any and all claims for additional compensation and damages, including but not limited loss of anticipated profits on work not performed. In the event a termination for default is later determined by a court of competent jurisdiction to be wrongful or without cause, the termination shall automatically be deemed one for convenience and Contractor's sole compensation shall be in accordance with this section. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

3.5 SUSPENSION OF WORK AND TERMINATION

The Town may terminate all Work if Contractor violates any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract terminate the services of the Contractor. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the costs of completing the Work exceeds the unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive Proposals for the Work except as required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing, or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for unfinished or defective Work and such payment shall not be evidence of acceptance of any defective Work.

Upon thirty day (30) written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at the Town's convenience. In such case, Contractor shall be paid for all Work executed 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.

3.6 PAYMENT

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

Contractor shall render all Work to the Town at the quoted price stipulated in the Proposal and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said prices stipulated in Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant to any written Change Order executed by Town and Contractor in accordance with the terms and conditions of this RFP and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town determines in its sole discretion.

No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

The Town Administrator may withhold, in whole or in part, payment for Work deemed inadequate or defective which has not been remedied in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town. Payment may be withheld for Contractor's failure to comply with terms, conditions or requirements of the Agreement.

3.7 METHOD OF PAYMENT

The method of payment (check/credit card) is at the Town's discretion. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card ("P-CARD"). Payments made by P-CARD shall be accepted on a "same as cash" basis. No other costs,

including but not limited to, service charge, fee, or penalty shall be billed to the Town, for payments rendered by P-Card.

3.8 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Proposer shall have full responsibility with respect to physical conditions in or relating to existing surface structures. By submitting its Proposal, Proposer represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Proposal.

Proposer shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 3.2 – "Changes in the Work".

In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown within the Contract Documents, from those ordinarily encountered, or of an unusual nature, Contractor, without disturbing the conditions and before performing any Work, shall within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the differing conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

It shall be Proposers responsibility to locate any underground or overhead utility lines or equipment.

SECTION 4 RESPONSIBILITIES

4.1 PROPOSER'S RESPONSIBILITIES

4.1.1 <u>Supervision of Work.</u> Proposer shall supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Proposer shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for the Work. Proposer shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

- 4.1.2 <u>Communication</u>. For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.
- 4.1.3 <u>Safety Precautions</u>. The Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work subject to this RFP and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.
- 4.1.4 <u>Debris Removal.</u> All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, at both the trial and appellate levels, caused by Proposer's improper disposal, site cleanup or failure to comply with any applicable environmental laws.
- 4.1.5 <u>Sub-contractor</u>. If the Proposer intends to use sub-contractors to perform any work pursuant to the RFP, the sub-contractors are subject to prior approval by the Town. Proposer shall be fully responsible to the Town for all acts and omissions of any sub-contractors, suppliers, other persons and organizations performing or furnishing any of the Work under the Contract to the same extent in which Proposer is responsible for Proposer's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.
- 4.1.6 <u>Site Conditions.</u> All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Proposer shall keep the Work Site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Proposer shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town.
- 4.1.7 <u>Loss Prevention</u>. Proposer shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Work Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items.
- 4.1.8 <u>Sales Tax.</u> As set forth in the terms of this RFP, Proposer shall pay all sales, consumer, use and other similar taxes and should not include taxes in Proposal prices. The Town

is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Proposer to procure all necessary permits and licenses the cost of which shall be deemed included in the Proposal price.

4.2 LANDSCAPE MAINTENANCE BASE STANDARDS

On the contract commencement date, as part of Contractor's complete written proposal of his plan for accomplishing the required work, Contractor shall submit a written proposal for a one-time initial cleanup for the purpose of establishing a base standard for ongoing maintenance of trees, shrubs, turf and other plantings. The initial clean-up shall include, but is not limited to, weeding of landscape beds, shaping and trimming of trees and shrubs per Town specifications as provided in Section 5.10 and in the table of Maintenance Frequencies for landscape material trimming.

4.3 QUANTITY AND FREQUENCY OF MOWING AND MAINTENANCE SERVICES

The area and limits of mowing/maintenance have been previously established and are distinguishable in the field.

Areas have been inventoried and calculated as to quantity and provided as a courtesy. It shall be the responsibility of the Contractor to verify the quantity of maintenance to be accomplished. Any discrepancies or disagreements concerning quantities shall be mutually resolved in writing prior to beginning work in any area in question. The Contractor shall submit written schedules of maintenance defining frequencies and locations. Contractor's failure to notify the Town in advance of any discrepancies or disagreements shall result in a waiver of any claims by Contractor relating thereto.

The Contractor shall complete one (1) cutting cycle for roadside and median areas within thirty (30) days of beginning the cycle, weather permitting, as determined by the Town's Designee. Mowing will commence the first week of each month and mowing continuously until completion of the cycle (cycle = 30 days.) Areas specified in this RFP shall be mowed in accordance with frequencies set forth in the Maintenance Frequencies herein.

Mowing shall not be completed if bad weather conditions may result in damage to turf, irrigation or other components (i.e., tracking mud onto sidewalks). Contractor must contact the Town's Designee to discuss re-scheduling. If possible, completion of mowing shall take place within seven (7) days of contracted schedule. Areas perpetually saturated shall be string trimmed (e.g., bottom of swales, etc.).

4.4 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Proposer to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing

in this paragraph shall create a duty by the Town to Proposer or anyone else to exercise this right. The Proposer shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

4.5 EQUIPMENT STORAGE AND MOBILIZATION

The Proposer must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents and shall be responsible for the storage of all materials and equipment at Proposer's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties. No equipment shall be parked overnight in the medians, right-of-way or on Town Property without the Town's prior written consent.

4.6 HOURS OF OPERATION

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

SECTION 5 SCOPE OR SERVICES

5.1 BACKGROUND

The Town is located in Southwest Broward County, includes thirteen (13) square miles and is home to over 7,344 residents. The Town's environment is rural, filled with grazing animals, nurseries, farms, an abundance of wildlife and unique scenery. Most properties utilize wells for potable water.

There are seven (7) parks within Town limits, comprised of one hundred and fifty-two (152) acres and in various stages of development.

The roadways are comprised of two-lane local roads and rural section collector roads. The Town is currently responsible for the maintenance of eighty-two (82) miles of right-of-way. The rights-of-way include; curbs, gutters, sidewalk and equestrian trails.

The Town operates a multi-use, non-vehicular recreational trail system along its roadways within the right-of-way or by cooperative agreement with landowners. The trail system is currently in various stages of development.

5.2 PROJECT LIMITS

This RFP pertains to the maintenance of publicly owned properties throughout the Town, including but not limited to Roads, Rights-of-Way, and Recreational Trail. The maintenance area are bounded on the north by Griffin Road, the south by Sheridan Street, the east by Flamingo Road and to the west slightly beyond US 27. See Maintenance Locations /Zones list for all delineated areas to be maintained.

5.3 ADDITIONS OR DELETIONS OF MAINTENANCE AREA

At the Town's discretion, it may add new maintenance areas, delete maintenance areas, reduce the frequency of service, discontinue service by Contractor or request the resumption of service to a previously discontinued area, at any given time during the life of the Contract. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms. Upon the Town's written request to the Contractor to add a new maintenance area to the Contract or resume service to a previously terminated maintenance area, Contractor shall commence maintenance to said area within ten (10) days. Service to locations deleted by the Town for durations less than the remaining life of the contract may be resumed at any time for the originally proposed contract value.

At the Town's discretion, it may delete maintenance areas or the frequency of maintenance from the contract at any given time during the life of the contract, for the life of the contract, or lesser durations. The Town shall give the Contractor ten (10) calendar day's written notice prior to the deletion of a maintenance area for any given period of time. Deleted areas, if less than the entire maintenance area, shall be evaluated using unit prices in the proposal forms.

5.4 DAMAGE BY CONTRACTOR

Any damage to the road, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the Contractor shall be repaired, at the Contractors expense, to the Town's satisfaction. Failure to restore damages within three (3) working days, following written notification, shall result in a deduction from Contractor's next invoice of the Town's expenses for labor, material, services or equipment, including all related Administrative costs incurred by the Town to restore the property to its original condition. Notification shall be by letter, fax or email.

5.5 CONTRACTOR'S PERSONNEL

Contractor shall employ personnel competent to perform the work specified herein. The Town reserves the right to request the removal of a Contractor's employee from performing maintenance upon the Town's property where such employee's performance or actions are detrimental to the Town. Contactor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. (*See* Drug-Free Workplace Certification Form).

5.6 CONTRACTOR'S VEHICLES

Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1-½ inch letters. In addition, vehicles shall bear a magnetic sign on each side stating "Contractor for Southwest Ranches Public Works" when performing work hereunder.

5.7 QUALITY OF SERVICES

The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be addressed by the Contractor in accordance with Section 3.4.

For each re-inspection required, the Town shall have the discretion to deduct a flat fee of five hundred (\$500) dollars per site re-inspection.

5.8 ROUTINE MOWING / MAINTENANCE SCHEDULE

Contractor shall maintain the contractually covered landscaped areas at the frequency rates prescribed on the Scope of Services – Maintenance Frequencies with conventional production style mowing and lawn maintenance equipment. Exceptions to the specified schedule may be granted by the Town's Designee.

Maintenance shall include, but is not limited to, the following and shall be performed during each maintenance visit:

- 5.8.1. Upon arriving at a job site, the Contractor shall inspect the area and <u>prior</u> to mowing shall remove all litter, glass, rocks, dead foliage, metal, branches, palm fronds, animals, critters or other debris subject to becoming a projectile if engaged by a mower. The Contractor shall, at his own expense, remove and properly dispose of all waste materials, i.e., cans, bottles, paper, and trimmings collected during the operation. Piling of landscape debris on Town/private property is prohibited.
- 5.8.2 Edge all curbs, edge of pavement, sidewalks, plant beds and tree wells. Edging shall be done along sidewalks, walkways, asphalt paths, curbs, and road edges during each visit. Grass shall also be edged back where it encroaches upon the street from the swale or other areas. Maintain edge of beds as originally designed.
- 5.8.3 Remove all weeds from curbing, sidewalks, and within three (3) feet of tree wells (chemically or by hand) no string trimming tree wells is permitted. The removal of torpedo grass or sedges by hand is prohibited. Chemical treatment of tree wells shall not exceed the existing three (3) foot diameter Tree Bed. Planting beds and concrete portions of all medians shall be weed free at the completion of the work. Weeding shall include, but not limited to ornamental beds, base of shrubbery, trees, guardrails, fencing, hedges, sidewalks, curb lines, between curb and gutter and edge of pavement, all concrete medians or other areas where weeds exist. Weeds shall be removed during each site visit. Contractor shall remove all weeds and other wild growth from concrete structures not part of the original landscape design. If sidewalks, asphalt, or recreational trails are present on any assigned segment all weeds shall be removed by hand or chemical means. If chemical means are used, then three days after application all remaining weeds shall be removed. The Contractor shall exercise extreme care so as not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's expense.

- 5.8.5 Mow all grass areas. Mowing shall be done no lower than four and one half (4.5) inches for St. Augustine and Bahia grass. All mowed areas are to be cut with a rotary type mower with sharp, mulching type blades. Excessive grass clippings left on site must be distributed so as not to leave evidence of clumps and/or haystacks.
 - 5.8.6 Remove and clean all debris, dirt, weeds, grass, trash from curb lines and gutters.
- 5.8.7 String trimming is to be used for areas not accessible to mowing equipment and for areas perpetually saturated which could be damaged by mowing equipment (e.g., bottom of swales, etc.) String trimming under all guardrails is required, unless guardrail has asphalt base, then only spot herbicide treatment shall be used. String trimming shall be done around permanent fixtures and all fixed objects exposed in the turf including but not limited to buildings, signs, sign posts, utility poles, fire hydrants, poles / posts, benches, bulletin boards, bollards, guardrails, trail improvements or other fixtures commonly found in such settings. String trimming shall be done so that desirable vegetation and fixtures are not damaged. String trimming must maintain the required 4.5 inches for St. Augustine and Bahia grass of cut height on slopes.
- 5.8.8 Post mowing clean-up will be completed after each maintenance visit. Base of shrubbery, trees and other areas to maintain a neat and clean appearance. Pathways and sidewalks shall be blown clean or swept prior to leaving the job site. Contractor will coordinate mowing and clean-up so that clean- up can be completed by the end of the day.
- 5.8.9 Trimming, pruning and sucker removal trees will be limbed up to 6' clear trunk and suckers and dead branches will be removed each maintenance visit or as needed and directed by Town's Designee.
- 5.8.10 Evidence of turf insects and other insects such as chinch bugs, sod webworms, and grubs shall be brought to the attention of the Town's Designee.
- 5.8.11 Contractor shall be responsible for the cleaning of all debris from the surfaces and/or adjacent to any curb and gutter or catch basin areas that may exist in the areas to be maintained.
- 5.8.12 Damage to property, turf or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's sole expense.
- 5.8.13 All work to comply with current A.N.S.I. Standards tree, shrub & other plant maintenance.
- 5.8.14 All structures, monuments signs, streetlights and fencing located on medians or right of way, shall be checked for graffiti and cobwebs and cleaned each maintenance visit.

5.9 ADDITIONAL MAINTENANCE SCHEDULE

5.9.1 <u>Selective Trimming</u> of shrub and ground cover material shall maintain plant material not to exceed thirty-six (36) inches in height or as directed by the Town's Designee

within safe sight triangles. This service shall be done the first visit of each month. Trimmings shall be removed, chipped or ground for use as mulch in place by the end of maintenance visit. Schedule for all other shrub and ground cover trimming is contained in the Scope of Services – Maintenance Frequencies.

- 5.9.2 <u>Street Tree Maintenance</u>. Includes weed removal, fertilization, mulch, staking maintenance, and selective tree trimming (water sprouts and suckers) as set forth in Maintenance Frequencies herein or as directed by Town's Designee.
- 5.9.3 <u>Invasive Exotic/Hazard Tree Removal</u>. Upon request, Contractor shall provide service to remove and stump grind to surrounding grade incidental invasive, exotic, or hazard trees. This is a billable item, which may be requested by the Town from time to time on a per-proposal basis, in accordance with unit prices (labor and equipment-with-operator rates, as applicable) set forth in line item #s 9 through 26 and 52 of the Contractor's Proposal for Auxiliary Services.

If directed to perform Invasive Exotic/Hazard Tree Removal, the Contractor will receive a Town- issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

- $5.9.4 \, \underline{\text{Fertilizer}}$ will be applied to trees, shrubs, groundcover and all irrigated and non-irrigated turf areas as specified in Section 5.10. This requirement does not include north of Griffin Road. This is a billable item, in accordance with unit prices (per lb. or per 50 lb. in place) set forth in line item #s 40 43 of the Contractor's proposal for Auxiliary Services.
- 5.9.5 <u>Mulching</u>. Contractor shall provide and install, or install only, mulch as per Section 5.10 and as set forth in the Maintenance Frequencies herein. This is a billable item, in accordance with unit prices (per cubic yard installed) set forth in line item # 37 of the Contractor's proposal for Auxiliary Services.

If directed to install mulch, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

5.9.6 Catch Basins.

- A. Remove surface debris and vegetation from top of grates each maintenance visit.
- B. Contractor will report in writing to Town's Designee any visible blockage inside catch basins, within 48 hours of finding.
- 5.9.7 <u>Miscellaneous Code Enforcement Maintenance</u>. At the request of the Town's Designee, Contractor shall provide mowing/lawn maintenance services at designated properties under Enforcement Action. All Code Enforcement Maintenance shall require 4" x 6" color photos capturing both before and after maintenance conditions.

- 5.9.8 <u>Damage/Vandalism</u>. Incidence of damage/vandalism will be reported to the Town's Designee within 2 hours. Repair for damage/vandalism is not included in this RFP and will be bid separately.
- 5.9.9 <u>Debris Auxiliary Removal</u> and proper disposal of litter, glass, rocks, dead foliage, metal, branches, palm fronds, or other debris as set forth in Maintenance Frequencies herein or as directed by Town's designee. **This is a billable item, in accordance with unit prices set forth in line item #54 of the Contractor's Proposal for Auxiliary Services.** If directed to perform Auxiliary removal and proper disposal of litter, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made in accordance with monthly payment terms and conditions.

5.10 MAINTENANCE AND FREQUENCY STANDARDS

5.10.1 <u>Fertilizer.</u> On the contract commencement date, as part of Contractor's complete written proposal of his plan for accomplishing the required work, Contractor shall submit a written fertilization plan in accordance with the Maintenance Frequencies herein. The chemical composition of fertilizer must be approved prior to application. Notice shall be given to the Town's Designee as to the areas to be fertilized. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer each delivery time and location. Store in a manner to prevent wetting and deterioration. Contact the Town's Designee a minimum of forty-eight (48) hours in advance of fertilizer delivery with a specified delivery time and location.

Fertilizer and weed control materials shall be applied at rates as established by accepted horticultural standards, manufacturer's recommendations, and as approved by Town's Designee. When applying fertilizer on any tree, shrub or groundcover material on a slope, all of fertilizer application shall be on the top half of the root zone on the upward side of the slope. Fifty percent (50%) of said fertilizer shall be a continuous bead of fertilizer, on the perimeter of the upward side of the tree ring or plant bed.

A. <u>Trees.</u> Application of 8-2-10 90% sulphur-coated, granular fertilizer per Maintenance Frequencies herein.

B. Palm Trees.

- i. Applications of 8-2-10 90% sulphur-coated granular fertilizer at a rate of one pound per inch of trunk, measured 4.5' above grade per Maintenance Frequencies herein.
- ii. As required by the Town's Designee, Magnesium Sulfate and/or Manganese Sulfate for palm trees shall be applied at a rate of one-half pound caliper inch of tree trunk measured at 12" above grade.
- iii. Fertilizer shall be distributed evenly at least 12 inches from the trunk and no greater than 24 inches from the tree trunk.

- iv. Should the root area be on a sloped terrain, seventy-five (75%) of said the fertilizer shall be on the up-slope side of the root system between 24 to 30 inches from the tree trunk. The remainder of the fertilizer shall be distributed evenly on the down slope side of the root system, between six and 12 inches from the tree trunk.
- C. <u>Shrubs and Groundcover</u>. All shrubs are to receive applications of granular 8-2-10 90% of sulphur-coated fertilizer, according to the manufacturer's label.
- D. <u>Turf.</u> Application of 15-0-15 50% sulphur-coated with Talstar granular fertilizer following the manufacturer's highest recommended rate per Maintenance Frequencies herein.

A spot treatment of liquid weed control in the turf grass to occur according to the manufacturer's recommendations, and a follow up spot treatment shall occur, weather permitting, as stated by the manufacturer's label.

- 5.10.2 <u>Chemicals</u>. All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.
 - A. <u>List.</u> A written list of proposed chemicals shall include commercial name, application rates, type of usage along with the Material Safety Data Sheet for each chemical shall be submitted to the Town's Designee prior to commencement of the work. All proposed chemicals shall be approved by the Florida Department of Agriculture and used as per manufacturer's label. The Contractor will be required to maintain a copy of all documents, including all Material Safety Data Sheets, in his possession whenever applying chemicals within the Town.
 - B. <u>Records</u>. Records must be kept and retained (with copies provided to the Town's Designee included with the monthly invoice) as prescribed by law for the use of pesticides of all operations. Records must include: dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
 - C. <u>Application</u>. Chemicals shall be applied using methods which prevent drifting onto adjacent property and preventing any toxic exposure to persons or property whether or not they are in or near the Project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.
 - D. <u>Damage</u>. Any soil, sod or plants contaminated or damaged by misuse of chemicals, as determined by the Town's Designee, shall be removed and replaced, at Contractor's expense.

- E. <u>Caution</u>. No chemical with a signal word higher than caution shall be used at any time.
- F. <u>Flags</u>. When applying chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate areas in clear sight and removed within 24 hours.
- G. <u>Indemnification</u>. The hold harmless and indemnification provisions of this RFP shall be applicable to any damage to persons and/or property arising out of or in connection with Contractor's use of chemicals.
- 5.10.3 <u>Herbicide</u>. The Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable federal, state, county and municipal regulations. Herbicides may be used only with prior approval by the Town's Designee as to type, location, and method of application. The Contractor shall exercise extreme care to avoid over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's sole expense.
- 5.10.4 <u>Mulch.</u> Clean, ecologically sustainable Melaleuca mulch ('Florimulch') or approved equal shall be used. Provide product label or sample of type and grade of mulch, for Town approval, prior to delivery.
 - A. <u>Location, Frequency and Amount</u> of mulching as per Maintenance Frequencies or as directed by Town's Designee.
 - B. <u>Installation</u>. Contractor will provide and install all required mulch at the contract unit prices. If directed to install Town supplied mulch, Contractor will transport and install at the labor and equipment-with-operator rates outlined in the Maintenance Proposal for Auxiliary Services.
 - C. <u>Compacted Mulch.</u> to be installed so as to not be within 3" of base of plant material.
- 5.10.5 <u>Bahia, St. Augustine, and other Sod Replacement.</u> Where select areas require sod replacement, as directed by the Town's Designee, Contractor shall furnish and install specified sod species in accordance with the provisions of this section. The Contractor shall provide establishment watering or shall coordinate with the Town's Designee to monitor and adjust the irrigation system to achieve well-rooted and healthy sod.
 - A. <u>Installation</u>. The Contractor shall prepare the installation site by string trimming all dead and/or brown vegetation to soil level. The Contractor shall furnish and install Bahia, St. Augustine or other species of sod as specified. Sod bed shall be moist at time of installation.

- B. Quality. The sod shall be thick, well matted and evenly cut. The sod shall be strong enough to retain its shape when handled by the top grass blades. The sod pieces shall be a minimum 18" x 24" in size. The sod bed is to be well-compacted and even. The sod shall be laid by hand so there are no gaps or voids between pieces. Stagger the sod pieces between rows.
- C. <u>Slopes.</u> On slopes, the rows shall run 90° to the slope direction. Roll or hand tamp the sod after installation and commence watering. The Contractor shall coordinate with the Town's Designee to monitor and adjust the irrigation system to achieve well-rooted and healthy sod. The sod level shall be set so water flow from adjacent surfaces is not impeded. For slopes with a ratio greater than 4:1, sod shall be pinned in place to prevent dislocation.
- D. Weeds and Pests. The sod and soil below any new sod areas to be replaced shall be guaranteed free of weeds and pests that affect its uniform appearance for ninety (90) days. Sod lines at shrub beds, tree rings and pavements shall be even and sharp.

SECTION 6 GENERAL REQUIREMENTS

6.1 DISPOSAL

No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The Contractor must closely adhere to all local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup. Contractor further agrees to indemnify, defend and hold Town harmless from any penalties, injury or damage resulting from non-compliance.

6.2 DEBRIS

All debris removed from Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with local, state and federal regulations.

The Contractor shall exercise the necessary care to preclude any source of litter from his operations.

6.3 TRAFFIC

The Contractor will be responsible for design, set-up and Maintenance of Traffic (MOT) operations for work being performed within public rights-of-way. MOT plans are to be submitted to the Town for approval prior to implementation. MOT plans shall be prepared by MOT-certified personnel and must be in accordance with and conform to the current edition of the FDOT Roadway and Traffic Design Standards Indexes, the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.

When mowing areas within ten (10) feet of the travel way, the equipment shall be operated in the direction of traffic. Cuttings shall not be side discharged into roadways. This provision does not apply when the specific worksite is protected by the Contractor's flagmen and/or warning signs in accordance with the Manual on Uniform Traffic Control Devices.

6.4 LAWS AND PERMITS

Contractor shall comply with all applicable federal, state and local laws, regulations and ordinances. It is the responsibility of the Contractor to procure all necessary permits and licenses for performance of all work hereunder.

6.5 COORDINATION WITH TOWN

The Project Manager or Work Crew Supervisor of the Contractor must be available by telephone within thirty (30) minutes to respond to the needs and requests of the Town Designee in an efficient manner, Monday through Friday, 7:00 a.m. to 4:00 p.m. The Contractor shall confer with the Town's Designee on a daily basis. Work hours in the Town are between 7:00 a.m. and 5:00 p.m. Upon execution of the contract, the Town will provide the Contractor with afterhours/emergency contact information for the Town's Designee(s).

6.6 COMPLETION OF TASK

The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the Town within 24 hours of notification, unless otherwise agreed upon by Town's Designee.

6.7 ADDITIONAL SERVICES

Additional services required shall be evaluated by both the Town and the Contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at similar sites.

6.8 REPAIRS

The Contractor shall notify the Town, within the same work day as discovered, of any items in need of repair, restoration and/or replacement. The Town may request a proposal for the repair, restoration and/or replacement of the material. The Town reserves the right to seek alternate proposals and to engage the services of others to perform repairs.

6.9 VANDALISM

In the event the Contractor discovers or is made aware of damage, vandalism or theft at a Site specified herein, the Contractor shall notify the Town's Designee within 30 minutes of such discovery.

6.10 STAGING

The Contractor shall be prohibited from having his vehicles enter Work Sites without the prior consent of the Town's Designee. The Contractor shall provide a written staging location plan for the Town's approval prior to commencement of any work.

6.11 FORCE MAJEURE

In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the Town reserves the right to adjust, modify or suspend services at any and all locations.

6.12 UNIFORMS

At all times while performing the work subject to RFP, all the Contractor's personnel shall be required to wear uniforms (e.g. work shirts, etc.) clearly identifying the Contractor's company name, and a Contractor- supplied name and photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from Town property.

SECTION 7 SPECIAL REQUIREMENTS

7.1 MEETING WITH TOWN

The Contractor's President/Chief Operating Officer must be available to attend meetings with the Town and/or it's designee within 24 hours of notification.

7.2 COMMUNICATION

For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor who can read, write, and speak English fluently is required. The Project Manager or Work Crew Supervisor shall have proven technical and managerial experience in grounds maintenance. The Town reserves the right in its sole discretion to approve or disapprove selection of the Project Manager / Work Crew Supervisor.

7.3 ON CALL

The Contractor, or an employee of the Contractor approved by the Town, must be on 24-hour call, at all times, for emergency purposes.

7.4 EMERGENCY

In the event of an emergency including but not limited to: storm, tornado, hurricane, auto accident, or any other emergency, that causes a roadway or pedestrian area to be obstructed, the contractor shall be available on a first priority basis (within 24 hours). Contractor shall remove obstruction and legally dispose of same at an EPA or Town approved dump site.

SECTION 8 SPECIAL PROVISIONS

8.1 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the proposal item shall be included in the unit price for the item.

8.2 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Contractor shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures. By submitting its Proposal, Contractor represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Proposal.

Contractor shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any potential modifications to the terms and conditions.

8.3 FREQUENCY OF SERVICE

Contractor shall maintain the contractually covered maintenance areas at the frequency rates required by conventional style mowing and lawn maintenance equipment.

8.4 METHOD OF OPERATION

The Contractor will be responsible for the pickup and removal of all debris from the right-of-way, medians, and retention ponds, before commencement of mowing.

Mowing cycles shall commence at the east boundary of the Work Site and proceed continuously toward the west boundary. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Town's Designee authorizes the Contractor to change the pattern. Each cutting cycle is to be completed in its entirety prior to beginning another cycle. On the contract commencement date, Contractor shall furnish a complete written proposal of his plan for accomplishing the required work.

At the conclusion of each working day, all required maintenance shall be completed within the Work Site. All grass trimmings must be swept/blown off roadways and sidewalks. Grass trimmings and debris must not be blown onto roadways. Blowing or sweeping of grass trimmings into storm sewers is illegal. Violators are subject to Local, County & State fines and must remove any illegal deposits within twenty-four (24) hours. If this requirement is violated, the Contractor will be held responsible for the cost to appropriately clean drainage system.

SECTION 9 DEFINITIONS

<u>ADDENDA</u>. Written or graphic instruments which clarify, correct or revise the proposal documents or the Contract Documents for this Request for Proposal.

<u>PROPOSAL</u>. The offer or proposal to perform all services required in this Request for Proposal.

<u>BOARD AND BATTEN.</u> method of supporting plant material which utilizes 2 X 4 (or larger) lumber battens, and burlap wrapping installed on a tree trunk to protect it from injury. Specified for trees of greater than 3 inches in caliper.

<u>BOND</u>. Proposal, performance and payment bonds which guarantee performance of obligations specified in the Contract.

<u>CHANGE ORDER</u>. A document which amends the scope of services, scheduling or pricing within the executed Contract.

<u>CODE ENFORCEMENT.</u> Tasks assigned by Code Enforcement Department or Town Designee separate and distinct from Contract Work to remediate specific private property non-maintenance issues.

<u>CODE ENFORCEMENT MOWING.</u> Mowing of basic turf overgrowth, of property under Code Enforcement action, assigned by Code Enforcement Department or Town Designee. Does not include detailed landscaping maintenance.

<u>CONTRACT.</u> A written Agreement with the Town which incorporate the terms of this RFP, the accepted Proposal, and delineates the Work to be performed and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council.

<u>CONTRACT DOCUMENTS.</u> The Contract, Addenda, Contractor's Proposal (including documentation accompanying the Proposal), the Bonds if required, these General Conditions, and any Drawings, Exhibits and Attachments referenced in this RFP, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

<u>CONTRACT PRICE.</u> The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

<u>CONTRACTOR</u>. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in this RFP.

DAY. Shall mean calendar day, unless otherwise specified.

<u>DEFECTIVE.</u> An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not

meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

<u>DEFECTIVE WORK</u>. Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

<u>EFFECTIVE DATE OF CONTRACT.</u> The latest execution date of the Contract.

<u>FINAL COMPLETION</u>. Work completed in compliance with industry standards, contract provisions, and passed final inspection.

<u>FIRE ANT CONTROL.</u> The use of chemicals to control of insects utilizing a three times per year schedule. Specified product is Extinguish Ant Bait or approved equal that is non-toxic/harmful to grazing livestock.

<u>INSECTICIDE/FUNGICIDE APPLICATION.</u> Identifying areas of landscape or plant material affected by insects and/or disease and applying corrective chemicals.

JOINT/CRACK CLEANING. Joints and cracks in concrete, asphalt, brick or other hard surfaces paved medians shall be kept clean of weeds at all times. Routine spraying of weed control products such as Round Up and Nutsedge shall be used to control weed growth. Any type of joint/crack weed eradication which damages concrete, asphalt, brick or other hard surfaces shall be repaired and restored to its original condition within seven (7) days, at the Contractor's expense, subject to approval by the Town or its Designee.

<u>LANDSCAPE BED.</u> Planted area where shrubs, groundcovers, and /or other plant material and trees are grouped together in a mulched bed.

<u>LINE OF SIGHT BRUSH BACK.</u> Occasional cutting back of overgrowth of shrubs and trees that extend into the road right-of- way obstructing the line of sight (LOS) vision. This work may occur up to or more than eight (8) times per year as directed by the Town's Designee.

<u>LITTER REMOVAL</u>. Collection and proper disposal of all trash and debris, including but not limited to items such as paper, cans, bottles, auto parts and dead animals in the Right-of-way.

<u>LODGE POLE AND SISAL.</u> A method of supporting plant material utilizing staking lumber landscape lodge poles and sisal chord or rope to secure the poles to the tree trunk. Specified for trees of three inches caliper or less.

<u>MAINTENANCE</u>. As defined for this RFP, includes but is not be limited to litter, trash and debris removal and proper disposal, mowing, edging, hedge trimming, selective trimming, selective tree trimming, various types of spraying, raking, sweeping, weeding, string trimming, mulching, and other property maintenance services, miscellaneous Code Enforcement maintenance services and other Work as described herein.

<u>PROJECT.</u> The whole or any part of the Work to be provided under this RFP and the Contract Documents.

<u>PROPOSAL.</u> The offer or proposal of a Proposer submitted on the prescribed form(s) and including all information and submission required by the RFP.

<u>RIGHT OF WAY BRUSH BACK.</u> Regularly scheduled cutting back of overgrowth of shrubs and trees within Town's right-of-way, each maintenance visit.

<u>ROOT BALL STAKING.</u> A method of supporting plant material which utilizes vertical and horizontal lumber supports around the root ball of a plant. Specified for all trees with sufficient root systems. This is the preferred method of staking trees in Southwest Ranches.

ROW. Right-of-Way or Rights of Way.

<u>SELECTIVE TRIMMING.</u> Shall include trimming foliage growth specified for select plantings including one or more of the following: removal of low growth, removal of growth over a specified height, removal of dead or diseased plant parts, removal of suckering, sprouting, adventitious growth, removal of seed pods, removal of branches or fronds in paths and/or walkways.

<u>SERVICE CATEGORY.</u> Specific type or style of maintenance services indicated by location or zone (some zones are not applicable and therefore not included in this RFP), as follows:

<u>Service Category A:</u> Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 1 and 2, Griffin Road East and West Right-of Way Maintenance.

<u>Service Category B:</u> Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zone 3, Griffin Road / C-11 Canal Bank Trail Right-of Way Maintenance.

<u>Service Category C:</u> Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 4 through 32 and 44, Right-of Way Maintenance.

<u>Service Category D</u>: Type or style of maintenance as defined in this RFP located within Maintenance Zones 33 through 43, Parks and Other Town Property Maintenance.

SITE. An area of ground within the Town, requiring maintenance. (e.g. "Griffin Road West").

<u>SITE INSPECTIONS.</u> Inspections made by the Town to verify the quality of the Work performed or to verify that deficient work has been corrected.

<u>STRING TRIMMING.</u> Shall be used to maintain any area that is not accessible by mowing equipment. In turf areas, string trimming shall be four and one half (4.5) inches in height, depending on types of turf maintained. Scalping of sod areas shall be prohibited. (*See* Section P/Quality). The girdling of trees is to be avoided at all times.

<u>SWEEPING/BLOWING.</u> Shall be used to gather post-cut landscape and other debris from hardscape surfaces.

TOWN. Town of Southwest Ranches, Florida.

<u>TREE BED.</u> A circular area extending three (3) foot from a tree trunk, surrounding any individual trees not planted in multiples in landscape beds.

<u>TREE SERVICES</u>. Erection and reset of downed, wind-thrown trees and tree straightening / Staking. Service to upright fallen or downed trees and provide support with specified staking method.

TRASH RECEPTACLE. Any park fixture for the collection of trash and debris. Is to be maintained by daily or weekly removal of trash to a location specified by the Town.

<u>WEEDING</u>. The removal of unwanted plat material to control wild, invasive vegetative growth which was not included in the original landscape design. Weeding shall include, but is not limited to ornamental beds, base of shrubbery, trees, tree beds, guardrails, fencing, hedges, sidewalks, curb lines, between curb and gutter, edge of pavement, all concrete medians or other areas where weeds exist. These areas shall be maintained "weed free" at the completion of the work for each site.

<u>WORK.</u> The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFP, Contract Documents and addendums.

APPENDIX A PROPOSAL 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 addenda, if issued, for the lump sum price shown below.

<u>ITEM</u>	DESCRIPTION	<u>UNITS</u>	QUANTITY	UNIT PRICE	TOTAL PRICE

TOTAL BAS	E PROPOSAL PLUS A	ADD ALTERNAT	IVE	
\$				
Proposer				

The quantities indicated in the Proposal and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the Proposal form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

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

The Proposer shall furnish prices for all Proposal items. Failure to do so may render the Proposal invalid and cause its rejection. Also, evidence that the Proposer holds appropriate licenses to perform the Work which is the subject of this Proposal, and as required by Florida Statutes and local law, must be submitted along with the Proposal. Proposers must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

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

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

[Remainder of page intentionally left blank]

PROPOSER INFORMATION

NAME:	
ADDRESS:	
FEIN:	
LICENSE NUMBER:	STATE OR COUNTY:
LICENSE TYPE:(Attach copy of lice	ense)
	ach a separate sheet, if necessary)
LICENSEE SIGNATURE:	
LICENSEE NAME:	
PROPOSER'S SIGNATURE:	
PROPOSER'S NAME:	
PROPOSER'S ADDRESS:	
PROPOSER'S PHONE NUMBER: Office	e: Cell:
PROPOSER'S EMAIL ADDRESS:	
Ву:	
Name of Corporation/Entity	
Address of Corporation/Entity	
Signature of President or Authorize	ed Principal
By:	_
Title:seal)	(If the Proposer is a Corporation, affix corporate

APPENDIX "B" PROPOSAL FORMS

SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ZONES

SERVICE CATEGORY A:

RIGHT-OF-WAY MAINTENANCE - ROADS/MEDIANS/SWALES - GRIFFIN ROAD EAST All counts and quantities provided are approximate.

Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Ave.

- a.) North swale All from edge of pavement to top of canal bank
- b.) Medians All
- c.) 3 Retention Ponds
- d.) South swale All from edge of pavement to property line

Zone 2. GRIFFIN ROAD WEST

ROW: west of Dykes Rd. to east of SW 188 Ave.:

- a.) North swale from edge of pavement to top edge of swale Dykes Rd. to SW 188 Ave.
- b.) Medians All
- c.) South swale All

SERVICE CATEGORY B:

RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES

Zone 3. GRIFFIN ROAD/C-11 Canal Bank Trail: From top edge of swale to top of canal bank

- a.) Flamingo Rd. to SW 148 Ave.
- b.) Dykes Rd. to US 27

SERVICE CATEGORY C:

RIGHT-OF-WAY MAINTENANCE - ROADS/MEDIANS/SWALES

Zone 4. Griffin Rd. West

US 27 to Holiday Park entrance

Zone 4a. Dykes Road Median at Sheridan Street

Zone 5. SW 172 Ave. from Griffin to Sheridan St.

- a.) West side
- b.) East side at 4800 SW 172 Avenue plantings in ROW
- c.) East side at 6640 SW 172 Avenue plantings in ROW

- Zone 6. SW 166 Ave. from Griffin to SW 51 Manor, West side
- Zone 7. SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side
- Zone 8. SW 166 Ave. from SW 62 St. to SW 69 St., East side
- Zone 9. Dykes Rd. from SW 66 St. to Segovia Circle N, East and west sides
- Zone 10. Stirling Rd. from Dykes Rd. to SW 166 Ave., Median only
- Zone 11. SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. west of SW 178 Ave., North and south sides, String trimming at Guardrail
- Zone 12. SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St. between SW 68 Court and SW 70 Place, East and west sides, some north sides as per aerials, String trimming at Guardrail
- Zone 13. SW 66 St. between SW 178 and SW 172 Avenues, North side
- Zone 14. Hawke's Bluff Ave. (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary
- Zone 15. SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St., East side
- Zone 16. SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St., East side
- Zone 17. SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive, East side
- Zone 18. SW 50 St. (East Palomino Drive), east of 13601 address only, North side
- Zone 19. SW 50 St. (West Palomino Drive), South side
- Zone 20. SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave., North side
- Zone 21. SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd., West side
- Zone 22. SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway, East side
- Zone 23. SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side
- Zone 24. SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side

Zone 25.	SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail),
South side	

- Zone 26. SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.), South side
- Zone 27. SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median
- Zone 28. SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side
- Zone 29. SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, intersection, various
- Zone 30. SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side
- Zone 31. SW 51 Manor swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)
- Zone 32. SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only
- Zone 44. SW 210 Terrace drainage swale

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SERVICE CATEGORIES/MAINTENANCE FREQUENCIES*

Location/	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Zone Right-of-Way Mowing, Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
and Maintenance													
Canal bank Mowing and Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
String Trimming Only Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
ROW / Line of sight/ Brush back	8+/-	Up to	8 times	s per ye		rected			•				
A. 1&2, C. 4 & C. 4 a. Griffin Road East & West, Dykes Road Median Maintenance	28	1	1	1	2	3	3	3	3	3	3	3	2
B. 3. C-11 Trail Mowing & String Trimming Maintenance	28	1	1	1	1	2	3	3	3	3	3	2	1
C. 44 SW 210 Terrace Swale Maintenance	24	2	2	2	2	2	2	2	2	2	2	2	2
Shrub/ Landscape Material Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
Fertilization	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	1-2												
Litter Removal	24	2	2	2	2	2	2	2	2	2	2	2	2
Tree bed weeding	6	1	0	1	0	D'C CIC	0	1	0	1	0	1	0

PROPOSER'S SIGNATURE:	
COMPANY NAME:	

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

RIGHT-OF-WAY MAINTENANCE – ROADS/MEDIANS/SWALES

Service Category	Location/ Zone #	Location/Zone Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
A	1	GRIFFIN ROAD EAST ROW: Flamingo Rd. to SW 148 Ave. a.) North swale – All from edge of pavement to top of canal bank b.) Medians – All c.) 3 Retention Ponds d.) South swale – All from edge of		
A	2	pavement to property line GRIFFIN ROAD WEST ROW: west of Dykes Rd. to east of SW 188 Ave.: a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave. b.) Medians – All c.) South swale – All	\$	\$
В	3	Griffin Road/ C-11 Canal Bank Trail: From top edge of swale to top of canal bank a.) Flamingo Rd. to SW 148 Ave. b.) Dykes Rd. to US 27	\$	\$ \$
С	4	Griffin Road West US 27 to Holiday Park entrance	\$	\$
С	4A.	Dykes Road median at Sheridan Street	\$	\$
С	5	SW 172 Ave. from Griffin to Sheridan St. a.) West side b.) East side at 4800 SW 172 Avenue – ROW planting c.) East side at 6640 SW 172 Avenue – ROW planting	\$	\$
С	6	SW 166 Ave. from Griffin to SW 51 Manor, West side	\$	\$

С	7	SW 166 Ave. south of SW 52 Place		
		12,430 s.f. of ROW on West side	\$	\$
С	8	SW 166 Ave. from SW 62 St. to SW 69		·
		St., East side	\$	\$
С	9	Dykes Rd. from SW 66 St. to Segovia		
		Circle N, East and west sides	\$	\$
С	10	Stirling Rd. from Dykes Rd. to SW 166		·
		Ave., Median only	\$	\$
С	11	SW 50 St. (Park Place), SW 50 Court,		
		SW 55 St., SW 60 St. (Stirling Rd.),		
		SW 66 St., SW 68 St		
		west of SW 178 Ave.,		
		North and south - Guardrail String		
		trimming	\$	\$
C	12	SW 178 Ave. between SW 54 and SW		
		56 St., between SW 56 and SW 58 St.,		
		between SW 68 Court and SW 70		
		Place, East and west sides, some north		
		sides - String trimming at Guardrail		
			\$	\$
C	13	SW 66 St. between SW 178 and SW		
		172 Aves, North side	\$	\$
C	14	Hawke's Bluff Ave (Adjacent to		
		Griffin Rd. west of I-75 interchange)		
		east of Dykes Rd. to Southwest		
		Ranches / Davie Municipal boundary -		
		30,500 s.f. of ROW on north side	\$	\$
C	15	SW 148 Ave. (Volunteer Rd.) between		
		Griffin Rd. and Sheridan St., East side	\$	\$
С	16	SW 142 Ave. (Hancock Rd.) between		
		Griffin Rd. and Sheridan St., East side	\$	\$
С	17	SW 136 Ave. (Holatee Trail) from Old		·
		Sheridan St. to East Palomino Drive,		
		East side	\$	\$
С	18	SW 50 St. (East Palomino Drive), east		
		of 13601 address only, North side	\$	\$
С	19	SW 50 St. (West Palomino Drive),		
		South side	S	\$
С	20	SW 60 St. (Stirling Rd.) between SW		
		195 and SW 196 Ave., North side		
			\$	\$
С	21	SW 130 Ave. (Melaleuca Rd.) from		
		Old Sheridan St. to Stirling Rd., West		
		side	\$	\$
С	22	SW 130 Ave. (Melaleuca Rd.) from		

		Stirling Rd. to end of roadway, East			
		side	\$	\$	
C	23	SW 72 St. (Old Sheridan St.) from SW			
		148 Ave. to SW 127 Ave. (Appaloosa			
		Trail), South side	\$	\$	
C	24	SW 69 St. (Mustang Trail) from SW			
		148 Ave. to SW 127 Ave. (Appaloosa			
		Trail), South side	\$	\$	
C	25	SW 66 St. (Luray Rd.) from SW 148			
		Ave. to SW 127 Ave. (Appaloosa			
		Trail), South side	\$	\$	
C	26	SW 63 St. (Sunset Lane) from SW 148			
		Ave. to SW 142 Ave. (Hancock Rd.),	1.		
		South side	\$	\$	
C	27	SW 60 St. (Stirling Rd.) from SW 148			
		Ave. to SW 136 Ave. (Holatee Trail),			
		South side, portion of north side,			
		median			
			d.	¢.	
<u> </u>	20	CW (0 Ct (Ct'-1' - D 1) from CW 126	\$	\$	
C	28	SW 60 St. (Stirling Rd.) from SW 136			
		Ave. (Holatee Trail) to SW 130 Ave.	¢	•	
C	20	(Melaleuca Rd.), North side	\$	\$	
C	29	SW 60 St. (Stirling Rd.) from SW 130			
		Ave. (Melaleuca Rd.) to SW 127 Ave.			
		(Appaloosa Trail), North and south	¢	\$	
С	30	sides, intersection, various	\$	Ф	
C	30	SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East			
		side	\$	\$	
С	31	SW 51 Manor Swale / Right-of-Way at	Ψ	Ψ	
C	31	Frontier Trails Park (SW 193 Lane)			
		Trontier Trans Lark (SW 193 Lane)	\$	\$	
С	32	SW 54 Place from SW 166 Ave to 230'	Ψ	Ψ	
	32	east of SW 164 Ter., median only			
		cast of 5 % 10 1 Tel., illedian only	\$	\$	
С	44	SW 210 Terrace Drainage Swale	\$	\$	
		T-OF-WAY MAINTENANCE – ROADS/	\$		
	NS/SWALES		Ψ		
		~			

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE:	
COMPANY NAME:	

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

Item No.	Services	Unit	Unit Price
1.	ROW Maintenance/Mowing	Per Square Foot	\$
2.	String Trimming Only Maintenance	Per Linear Foot (20' +/- width)	\$
3.	String Trimming Only Maintenance	Per Square Foot	\$
4.	String Trimming Only Maintenance	Per Square Foot	\$
5.	Weeding Only Maintenance	Per Square Foot	\$
6.	Edging Only Maintenance	Per Linear Foot	\$
7.	Line of Sight/Brushback	Per Linear Foot (20' +/- width)	\$
8.	Herbicide spraying	Per Square Foot	\$
9.	Laborer/Groundskeeper	Per hour 8:00 a.m 4:30 p.m., Mon-Fri =	\$
10.	Laborer/Groundskeeper	Per hour for all other times =	\$
11.	Supervisor/Foreman	Per hour 8:00 a.m 4:30 p.m., Mon-Fri =	\$
12.	Supervisor/Foreman	Per hour for all other times =	\$
13.	Certified Arborist	Per hour 8:00 a.m 4:30 p.m., Mon-Fri =	\$
14.	Certified Arborist	Per hour for all other times =	\$
15.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per hour =	\$
16.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per day =	\$
17.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per week=	\$
18.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per month =	\$
19.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per day =	\$
20.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per week=	\$
21.	Combination Front End Loader and Backhoe with a minimum operating	Per month =	\$

	weight of 13,000 lbs., with operator		
22.	Combination Front End Loader and	Per day =	\$
	Backhoe with a minimum operating		T
	weight of 13,000 lbs., with operator		
23.	Min. 15,000 GVM Dump Truck	Per week=	\$
	with Operator		
24.	Min. 15,000 GVM Dump Truck	Per month =	\$
	with Operator		
25.	Min. 15,000 GVM Dump Truck	Per day =	\$
	with Operator		
26.	Min. 15,000 GVM Dump Truck	Per week=	\$
	with Operator		
27.	Watering Truck with Operator	Per month =	\$
28.	Watering Truck with Operator	Per day =	\$
29.	Watering Truck with Operator	Per week=	\$
30.	Watering Truck with Operator	Per month =	\$
31.	Hydraulic Bucket Truck with a	Per day =	\$
	reach of 55', with operator		
32.	Hydraulic Bucket Truck with a	Per week=	\$
	reach of 55', with operator		
33.	Hydraulic Bucket Truck with a	Per month =	\$
	reach of 55', with operator		
34.	Hydraulic Bucket Truck with a	Per day =	\$
	reach of 55', with operator		
35.	Mowing of turf area – Acreage	Per acre=	\$
36.	Mowing of turf area – ROW (20' +/-	Per Linear Foot=	\$
	width)		
37.	Melaleuca Mulch	Per Cubic Yard installed	\$
38.	Bahia Sod per pallet furnished & installed	Per pallet furnished & installed	\$
39.	St. Augustine Sod per pallet	Per pallet furnished & installed	\$
27.	furnished & installed	Ter panet rannished & mistaned	Ψ
40.	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$
41.	15-0-15-50% sulphur coated, with	Per 50 lb. in place	\$
	Talstar	r	
42.	Micronutrients: Manganese, in	Per lb. in place	\$
	granular form	1	
43.	Micronutrients: Magnesium, in	Per lb. in place	\$
	granular form	1	
44.	Removal & Proper disposal of	Per Cubic Yard	\$
	debris		
45.	Fill Material, per cubic yard	Per Cubic Yard	\$
	furnished and installed - Topsoil		
46.	Fill Material, per cubic yard	Per Cubic Yard	\$
	furnished and installed – Lake sand		

	or sand fill				
47.	Fill Material, per cubic yard furnished and installed – Concrete screening	Per Cubic Yard	\$		
48.	Re-set downed / wind thrown tree	Per Tree	\$		
49.	Staking – root ball staking – (preferred method)	Per Tree	\$		
50.	Staking and guying - board and batten materials (3" or greater caliper trees)	Per Tree	\$		
51.	Staking and guying - lodge poles and sisal materials (3" or less caliper trees)	Per Tree	\$		
52.	Removal of exotic / hazard tree	Per Caliper inch of trunk	\$		
53.	Removal of exotics & vines within planted areas	Per hour =	\$		
54.	Litter removal along roadsides and median	Per "non-maintenance" Week	\$		
55.	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	\$		
	Miscellaneous Code l	Enforcement Services			
56.	Mowing/lawn maintenance Per individual proposal				

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE:	
COMPANY NAME:	

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, machinery and services to perform Town Wide Park and Right-of-Way Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE:	
PROPOSER'S NAME:	
COMPANY NAME:	

OTHER REQUIRED SIGNATURES AND SUBMITTALS

Proposers are required to complete, provide and/or execute the documents in this section. Response to the Required Signatures and Submittals will be utilized as part of the Town's overall proposal evaluation and contract selection procedure.

PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal, Proposer shall furnish to the Town Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

CONTRACTOR QUALIFICATIONS

Evidence that the Proposer holds appropriate licenses to perform the Work sought in this Proposal, and as required by Florida Statues and Local law, must be submitted with the Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation.

CONFLICTS OF INTEREST

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

[Remainder of page intentionally left blank]

APPENDIX C DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF I		_				
		undersigned , her				
first duly swo	orn, under oa	th, deposes and st	ates as follow	s:		•
1.	Affiant app	pears herein as:				
[] an individ	ual or					
[] the			_ of			
Corp., XYZ	Ltd. Partners	prietor, president, ship, etc.]. The Af own of Southwest	ffiant or the en	ntity the Affian	nt represents he	_
2.	Affiant's a	ddress is:				

- 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 profit 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.

6. Under penalty of perjury, Affian Affidavit and to the best of Affiant's knowledge an	t declares that Affiant has examined this d belief it is true, correct and complete.
AFFIANT FURTHER SAYETH NAUGHT.	
	, Affiant (Print Affiant Name)
The foregoing instrument was acknowledged, 20, by	before me this day of, [] who is as identification and who
	Notary Public
	(Print Notary Name) State of at Large My Commission Expires:

Disclosure of Ownership Interests

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, 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.

Name	!		Address	

APPENDIX D DRUG FREE WORKPLACE

Proposers 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 Proposal a copy of the statement specified in subsection (1).
- 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 Proposal, 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.
- 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.

PROPOSER'S SIGNATURE:						
PROPOSER:						

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
by	
	business address is

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail 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.

5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, me	ans
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 Proposals or applies to Proposal	on
contracts for the provision of goods or services let by a public entity, or which otherw	vise
transacts or applies to transact business with a public entity. The term "person" includes th	ose
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 sworn statement. (Indicate which statement applies.)	this
Neither the entity submitting this sworn statement, nor any of its officers, direct executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted public entity crime subsequent to July 1, 1989.	the
The entity submitting this sworn statement, or one or more of its officers, directed executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of public entity crime subsequent to July 1, 1989.	the

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]

PROPOSER:		
By:		
(Printed Name)		
(Title)		
Sworn to and subscribed before me this	day of	, 20
Personally known		
Or Produced Identification		
(Type of Identifi	cation)	
Notary Public - State of		
Notary Signature		
My Commission Expires		
(Printed, typed, or stamped commissioned nan	ne of notary public)	

APPENDIX F NON-COLLUSION AFFIDAVIT

State	of	_) ss:
Coun	ity of	_)
		being first duly sworn deposes and says that:
(1)	He/She is the	(Owner, Partner, Officer, Representative orthe Proposer that has osal;
(2)	•	with respect to the preparation and contents of the attached circumstances respecting such Proposal;
(3)	Such Proposal is genuine an	d is not a collusive or sham Proposal;
(4)	Neither the said Proposer nor any of its officers, partners, owners, agents, represent employees or parties in interest, including this affiant, have in any way conspired, connived or agreed, directly or indirectly, with any other Proposer, find person to submit a collusive or sham Proposal in connection with the Work for what attached Proposal has been submitted; or to refrain from bidding in connection with Work; or have in any manner, directly or indirectly, sought by agreement or collust communication, or conference with any Proposer, firm, or person to fix any over profit, or cost elements of the Proposal or of any other Proposer, or to fix any over profit, or cost elements of the Proposal price or the Bid price of any other Propose secure through any collusion, conspiracy, connivance, or unlawful agreeme advantage against (Recipient), or any person interested in the proposed Work;	

[Signatures on next page]

The price or prices quoted in the attached Proposal are fair and proper and are not tainted

by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in

(5)

interest, including this affiant.

PROPOSER:		
By:		
(Printed Name)		
(Title)	_	
Sworn to and subscribed before me this	_day of	, 20
Personally known		
Or Produced Identification(Type of Identificati	on)	
Notary Public - State of		
Notary Signature		
My Commission Expires		
(Printed, typed, or stamped commissioned name of	f notary public)	

APPENDIX G CERTIFICATE OF AUTHORITY (If Individual/Sole Proprietor)

State of)			
) ss:			
County of)			
I HEREBY CERTIFY that				, as Principal or is hereby authorized to execute of Southwest Ranches and his
Owner of (Company name)				is hereby authorized to execute
execution thereof, attested by	the un	dersigned,	shall be	the official act and deed of
IN WITNESS WHEREOF, I hav	ve hereunt	to set my ha	and this	_ day of, 20
				Secretary:
				(SEAL)

PROPOSER:

APPENDIX H CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of)		
) ss:		
County of)		
representatives of a Limite	d Liability Compa	ny existing ur	s of a corporation or authorized nder the laws of the State of following resolution was duly
authorized representative of a the Proposal dated, Ranches and this Corporation by the Secretary of the Corporation affixed, shall be the official a	n or Limited Liability Con or Limited Liability oration or Limited Loct and deed of this Control	company, be and, 20_ ty Company and Liability Compa Corporation or L	
I further certify that said reso IN WITNESS WHEREOF, Corporation or Limited Liabi	I have hereunto set	my hand and	affixed the official seal of the
	, <u>-</u>		,
			Secretary:
			(SEAL)
PROPOSER:			

APPENDIX I CERTIFICATE OF AUTHORITY (If Partnership)

State of)	
) ss:	
County of)	
I HEREBY CERTIFY that a meeting of the Partners of the	
A partnership existing under the laws of the State of, 20, the following resolution was duly pas	
"RESOLVED, that,Partnership, be and is hereby authorized to execute the Proposal	, as of the
20, to the Town of Southwest Ranches and this partnership attested by the and deed of this Partnership."	and that his execution thereof,
I further certify that said resolution is now in full force and	l effect.
IN WITNESS WHEREOF, I have hereunto set my hand 20	this, day of,
	Secretary: (SEAL)
DD OD OSED.	

APPENDIX J CERTIFICATE OF AUTHORITY (If Joint Venture)

State of)	
County of) ss:	
I HEREBY CERTIFY that a meeting of the Partners of the	
A corporation existing under the laws of the State of, 20, the following resolution was duly passed and	
"RESOLVED, that,	, as of the
Joint Venture, be and is hereby authorized to execute the Proposal dated 20, to the Town of Southwest Ranches and this partnership and tha attested by the and deed of this Joint Venture."	t his execution thereof,
I further certify that said resolution is now in full force and effect.	
IN WITNESS WHEREOF, I have hereunto set my hand this 20	, day of,
Secret	earw
(SEA)	•
PROPOSER:	

APPENDIX K PROPOSAL BOND

Bond	No	
BID B	SOND	
State of	of	_)
) ss:
Count	y of)
KNOV	W ALL MEN BY THESE PRI	ESENTS, that we,
	, as Pr	incipal, and
Southve the pa	west Ranches, a municipal ofDollars (\$yment of which sum well and	, as Surety, are held and firmly bound unto the Town of corporation of the State of Florida, in the penal sum of), lawful money of the United States, for d truly to be made, we bind ourselves, our heirs, executors, and severally, firmly by these presents.
		GATION IS SUCH that whereas the Principal has submitted20 for:
	Town-Wide l	"RFP No.: 20-008: Right of Way Maintenance Services"
NOW,	, THEREFORE,	
(a)	If said Proposal shall be reject	cted, or in the alternate
(b)	said Town the appropriate of bonds, and shall in all resacceptance of said Proposal, in force and effect, it being	epted and the Principal shall properly execute and deliver to Contract Documents, including any required insurance and spects fulfill all terms and conditions attributable to the then this obligation shall be void; otherwise, it shall remain g expressly understood and agreed that the liability of the ms hereunder shall in no event exceed the amount of this
		he above bonded parties have executed this instrument under

[Signatures on next page]

PROPOSER:	
Ву:	
Title:	
IN PRESENCE OF: _	Individual or Partnership Principal)
(SEAL)	ndividual of Partnership Principal)
	(Business Address)
	(City/State/Zip)
D	(Business Phone)
(SEAL)	(Business Address)
	(City/State/Zip)
	(Business Phone)
	ng bonds must appear on the Treasury Department's most current li and be authorized to transact business in the State of Florida.
Countersigned by Florid	Agent:
	Name:
	Date:

APPENDIX L GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON

77

PROPOSER:

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

TO THE TOWN OF SOUTHWEST RANCHES:

Southwest Ranches within the limits of the sole responsibility for compliance with all Health regulations, and agree to indemnify including its Council Members, officers	es and agrees that as Contractor for the re Town of Southwest Ranches, Florida, we requirements of the Federal Occupational Say and hold harmless the Town of Southwest and employees, from and against any and to's failure to comply we have the comply we have the complex of the comple	have the afety and Ranches, all legal
ATTEST	CONTRACTOR	
	BY:	
	Print Name	
	Date:	
PROPOSER:		

APPENDIX N PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer 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 Request For Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposer s 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 Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal 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.

Proposer:	
Proposer's Name:	
Proposer's Address:	
Proposer's Phone Number:	
Proposer's Email:	
Contractor's License and License number(edescribed in this RFP):	s) (attach copies of license(s) required for the work
[Signatu	res on next page]

PROPOSER:		
State of Florida		
County of		
The foregoing instrument was acknowledged before me this _by of known to me or who has produced not) take an oath.	(Proposer), wh	o is personally
WITNESS my hand and official seal.		
NOTARY Public Records of County, Florida		
Notary Signature		
Name of Notary Public: (Print, Stamp, or type as Commissione	ed)	
PROPOSER:		

APPENDIX O PROPOSER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:

Project Name:

Contract Amount:

Contract Date:

Client Name:

Address:

Contact Person:

Contact Person Tel. No.:

Project Name:

Contract Amount:

Contract Date:

Client Name:

Address:

Contract Date:

Contract Person:

Contact Person:

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

APPENDIX P SUB-CONTRACTOR LIST

In the form below, the Proposer shall list all Subcontractors to be used on this project if the Proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

CLASSIFICATION OF WORK	NAME	ADDRESS
PROPOSER:		

APPENDIX Q ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of any addendum by initialing below for each addendum received
Addendum No.1
Addendum No.2
Addendum No.3
Addendum No.4

[Remainder of page intentionally left blank]

APPENDIX R LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years:

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:		
DDO	DOCED.		

APPENDIX S W-9

INSERT W-9

APPENDIX T PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

APPENDIX U 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:		_		
Street address:				
City, State, Zip:				
Certified By:	(type or print)		_	
Title:				
Signature:		Date:		

APPENDIX V STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Procurement and Budget Officer Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330

or

Email: vredman@southwestranches.org

REASONS

1	Do not offer this product/service or equivalent.
2	Schedule would not permit.
3	Insufficient time to respond to solicitation.
4	Unable to meet specifications / scope of work.
5	Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6	Specifications not clear.
7	Unable to meet bond and / or insurance requirements.
8	Solicitation addressed incorrectly, delayed in forwarding of mail.
9	Other (Explanation provided below or by separate attachment).
Explanatio	n:
	may delete the names of those persons or businesses who fail to respond to three (3) as, who fail to return this Statement, or as requested.
Desire to r	eceive future Town solicitations? Yes No

COMPANY:	
TELEPHONE: (DATE:

APPENDIX W 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).

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. Respondents must be able and willing to comply with the Town's FEMA Compliant documentation submission requirements.

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.

EXHIBIT "A"



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

RFP NO.: 20-008
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

AGREEMENT FOR

"RFP No.: 20-008 TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

THIS IS AN AGREEMENT ("Agreement	" or "Contract") made and entered into on this
day of 2020 by and between	n the Town of Southwest Ranches, a Municipal
Corporation of the State of Florida, (he	reinafter referred to as "Town") and
	(hereinafter referred to as "Contractor").
WHEREAS, the Town desires to contra	ct for Town-wide Right-of-Way Maintenance
Services ("Project"); and	
WHEREAS, the Town advertised a R, 202_ ("RF	equest For Proposals, RFP No. 20-008 on P"); and
WHEREAS, Proposals were receive 201_; and	d by the Town on,
Town Council approving the	
selected	for award of the Project.
WHEREAS, Contractor's Proposal is attamade a part hereof.	ched to this Agreement as Exhibit "A-1" and
NOW THEREFORE, in consideration of	f the foregoing promises and the mutual terms

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 RFP 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 RFP, the Contractor's Proposal, 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.

and conditions herein, the Town and Contractor hereby agree as follows:

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 workman practices for right-of-way maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.

1.3 By submitting its Proposal 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 sites and difficulties associated with the execution of the 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.

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

"RFP No.: 20-008 TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES"

- 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.

Section 3: Compensation & Method of Payment

- 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 amounts 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 delivered 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.

Section 4: Assignment

4.1 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, Loss and Damage

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 RFP.
- 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

And

Broward County Board of County Commissioners 115 S Andrews Avenue Fort Lauderdale, FL 33301

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. <u>WORKER'S COMPENSATION</u>: 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 **One Hundred Thousand Dollars** (\$100,000) for each incident, and **One Hundred Thousand Dollars** (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - B. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: 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 nonowned vehicles.
 - **COMMERCIAL GENERAL LIABILITY:** C. 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.

- D. <u>ENVIRONMENTAL POLLUTION INSURANCE</u>: The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.
- 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. Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard, Suite 1000 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 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 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, 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.

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

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 RFP 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 RFP 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: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/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.** <u>Termination by Mutual Agreement</u>. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- В. 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.** <u>Immediate Termination by Town.</u> 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.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.

Section 19: Public Entity Crimes Information Statement

<u>Pursuant to Florida Statutes, Section 287.133</u>: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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 Proposal 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 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

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and Town hereby waive any rights to a trial by jury.

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:

Keith M. Poliakoff, Esq.

Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard Suite 1000 Fort Lauderdale, Florida 33301

If to Contractor:	
Castian 22. Missallanaans	

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 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. <u>Independent Contractor</u>. 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.

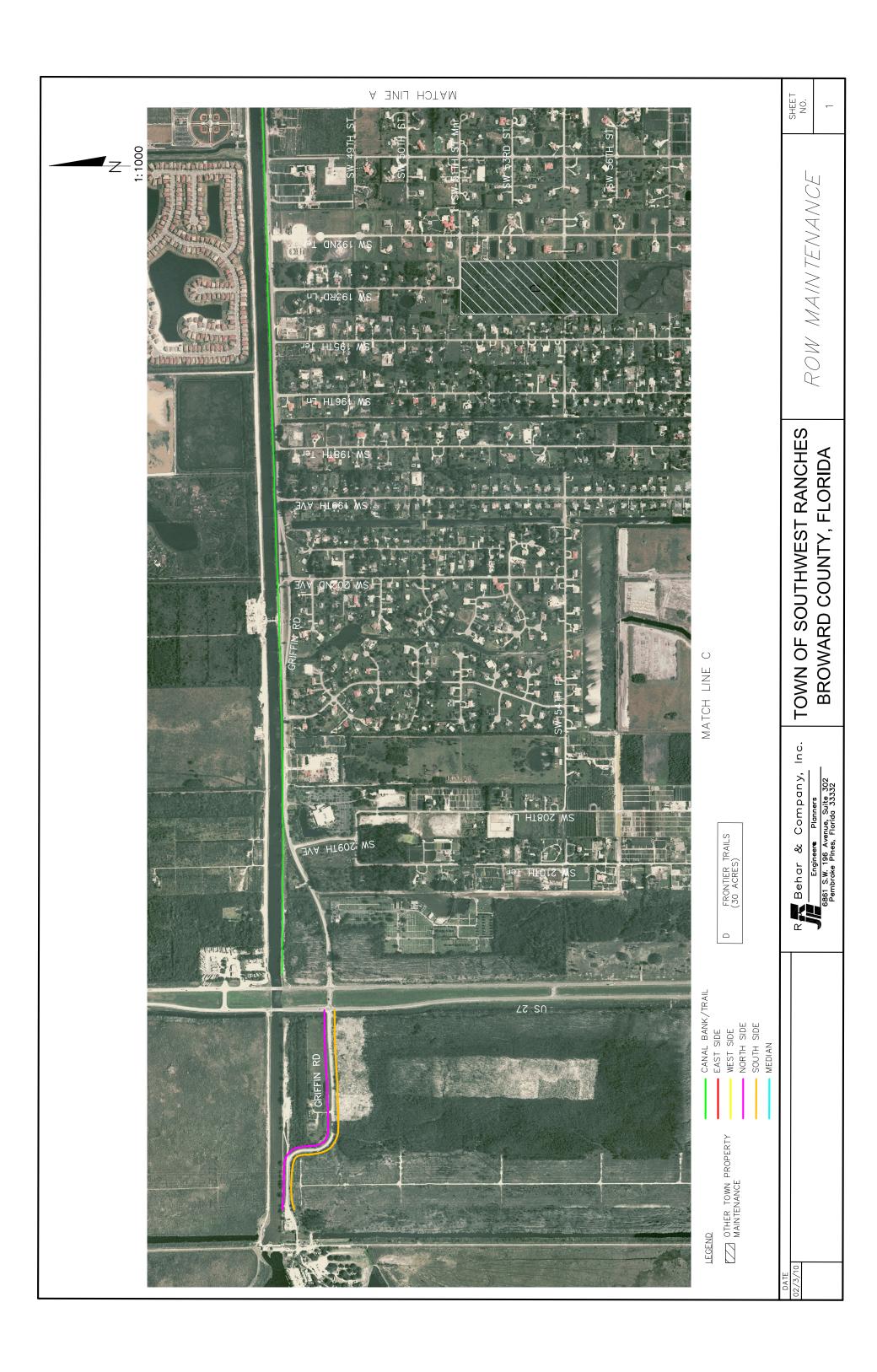
- **E.** Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, 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.** <u>Materiality and Waiver of Breach</u>. 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.** <u>Joint Preparation</u>. 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.** <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- **I.** <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- **J.** <u>Binding Authority</u>. 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.** <u>Truth-in-Negotiation Certificate</u>. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have respective dates under each signature:	
SOUTHWEST RANCHES, signing by and through	
by Council action on the day of	
WITNESSES:	CONTRACTOR:
	By:
	,(title)
	day of 202_
	TOWN OF SOUTHWEST RANCHES
	By:
	Doug McKay, Mayor
	day of 202_

	By:		
		Andrew D. Berns, Town Administrator	
	day of	202_	
ATTEST:			
Russell Muñiz, Assistant Town Administrator/	Гown Clerk		
APPROVED AS TO FORM AND CORRECT	CTNESS:		
Keith M. Poliakoff Town Attorney			

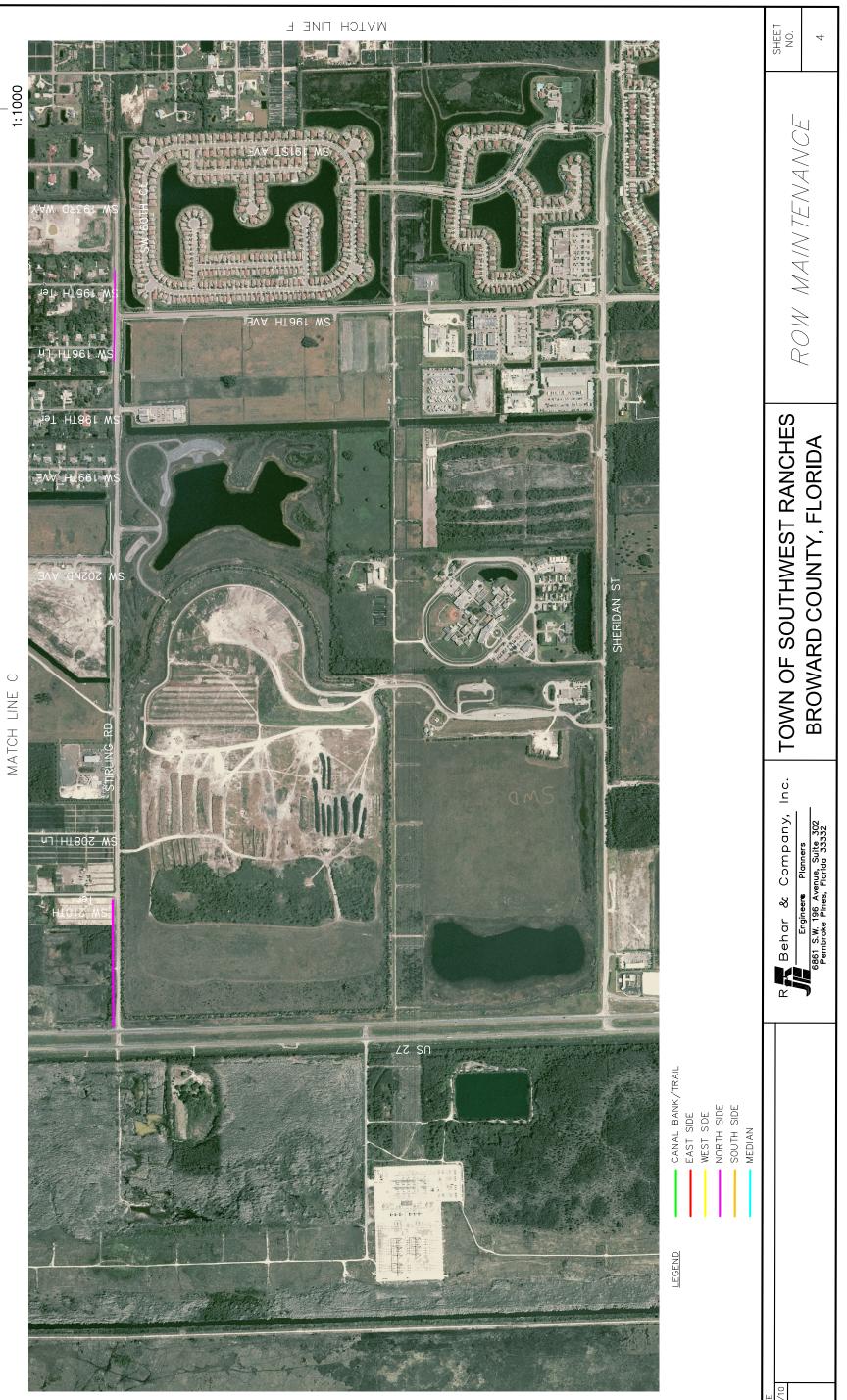






MATCH LINE B

DATE 02/3/10

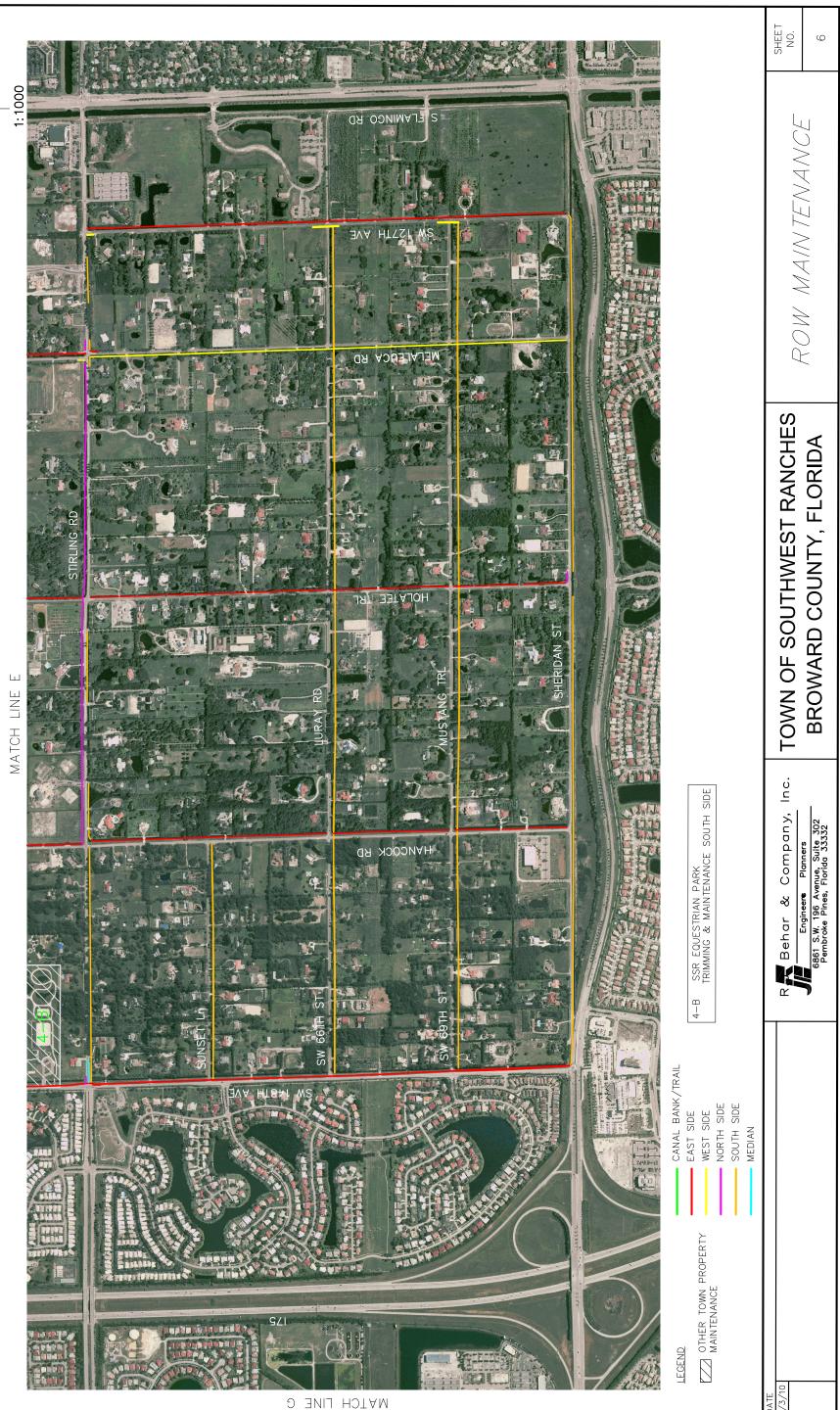


DATE 02/3/10

MATCH LINE G SHEET NO. ROW MAINTENANCE TOWN OF SOUTHWEST RANCHES BROWARD COUNTY, FLORIDA MATCH LINE Company, Inc. Engineere Planners 6861 S.W. 196 Avenue, Suite 302 Pembroke Pines, Florida 33332 RA Behar & (TOWN HALL (LANDSCAPE BED MAINTENANCE ONLY) TRAIL CANAL BANK/ EAST SIDE WEST SIDE NORTH SIDE SOUTH SIDE MEDIAN ZZ OTHER TOWN PROPERTY MAINTENANCE LEGEND

MATCH LINE F

1:1000 1:1000



ADDENDUMS

	or sand fill		
47.	Fill Material, per cubic yard furnished and installed – Concrete screening	Per Cubic Yard	\$
48.	Re-set downed / wind thrown tree	Per Tree	\$
49.	Staking – root ball staking – (preferred method)	Per Tree	\$
50.	Staking and guying - board and batten materials (3" or greater caliper trees)	Per Tree	\$
51.	Staking and guying - lodge poles and sisal materials (3" or less caliper trees)	Per Tree	\$
52.	Removal of exotic / hazard tree	Per Caliper inch of trunk	\$
53.	Removal of exotics & vines within planted areas	Per hour =	\$
54.	Griffin Road Right of Way Litter removal along roadsides and median	Per "non-maintenance" Week	\$
55.	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	\$
	Miscellaneous Code l	Enforcement Services	
56.	Mowing/lawn maintenance Per individual proposal		

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE:	
COMPANY NAME:	

Property Id: **Please see map disclaimer



January 21, 2020

Zone C44-SW 210 Terrace drainage swale

1:1,200 0 55 110 220 ft 15 30 60 m

**This is a drainage swale and corresponding catch basins. There is a fence at the site and contractors will have a key to access for maintenance. Maintenance of the site also include the area directly adjacent to the street outside the fence.

Flight Date : Jan. 2 to Jan. 29, 2019 Broward County Property Appraiser



= town park or property

Zone 33 Trailside Park: 12498 Griffin Road
Zone 34 Sunshine Ranches Equestrian Park: 5840 SW 148 Avenue
Zone 35 Calusa Corners Park: 4701 Hawke's Bluff Avenue (SE Corner Griffin Road at SW 160 Avenue/Dykes Road)
Zone 36.a. Southwest Meadows Sanctuary Park: SW Corner Griffin Road at SW 160 Avenue/Dykes Road)
Zone 36.b.Southwest Meadows Sanctuary Park: (planted areas of property above)
Zone 37.a. Rolling Oaks Park: 17630 SW 56 Street
Zone 37.b. Rolling Oaks Park butterfly garden
Zone 38. Frontier Trails Park: SW 193rd Lane at SW 51 Manor
Zone 39. Town Hall: 13400 Griffin Road
Zone 40. Public Safety Facility: 17220 Griffin Road
Zone 41. Stirling Rd. at SW 185 Way "Pocket Park"

Zone 41. Stirling Rd. at SW 185 Way "Pocket Park" Zone 42. Country Estates Park: 18900 Griffin Road Zone 43. Broadwing Building: 20951 Griffin Road







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Exhibit "B"



CONTRACT RENEWAL

This Renewal Agreement ("Agreement") is made and entered into as of ______, 2025 by and between the Town of Southwest Ranches, with its principal office located at 13400 Griffin Road, Southwest Ranches, FL 33330 ("Town"), and EDJ Service, LLC, with its principal office located at 1700 SW 68 Avenue, Plantation, FL 33317 ("Vendor").

WHEREAS, pursuant to Resolution No. 2020-036, on May 14, 2020, the Town and the Vendor entered into an agreement (the "Original Agreement") for the provision of Town-Wide Right of Way Maintenance services:

WHEREAS, this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Right of Way Maintenance services for an additional five (5) year term, beginning on May 14, 2025;

WHEREAS, in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year;

WHEREAS, an immediate 2.75% Consumer Price Index (CPI) adjustment is to be activated;

WHEREAS, for the fiscal year of October 1, 2025 to September 30, 2026, EDJ Service, LLC will provide Town-Wide Right of Way Maintenance services for an annual base fee of \$250,256.26;

WHEREAS, additional services that may be requested per the RFP pricing menu will also have the 2.75% Consumer Price Index (CPI) adjustment applied;

WHEREAS, any proposed fee increases for maintenance services beyond the fiscal year ending September 30, 2026, must be submitted at least ninety (90) days before the annual renewal date and shall be limited to the Consumer Price Index (CPI) adjustment, with a maximum increase of a 5%, subject to the sole discretion of the Town Administrator;

WHEREAS, the Town and the Vendor desire to renew the Original Agreement under the terms and conditions set forth herein and approved via Resolution No. 2020-036;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Renewal Term**: The term of the Original Agreement is hereby extended for an additional five (5) year term, beginning on May 14, 2025.
- 2. **Compensation**: The Town shall pay the Vendor as outlined above.
- 3. **Scope of Services/Goods**: The Vendor shall continue to provide the services/goods as outlined in the Original Agreement. Any modifications to the scope of services/goods must be agreed upon in writing by both parties.
- 4. **Terms and Conditions**: All terms and conditions of the Original Agreement, except as expressly modified by this Agreement, shall remain in full force and effect during the Renewal Term.

- 5. **Notices**: Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, or by overnight delivery service to the addresses set forth above.
- 6. **Miscellaneous**: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by both parties. Vendor agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement as of the day and year first above written.

TOWN OF SOUTHWEST RANCHES	EDJ SERVICE, LLC	
By:	Ву:	
Name: Russell Muniz	Name:	
Title: Town Administrator	Title:	
Date:	Date:	
1001.028.2025		



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

Russell C. Muniz, ICMA-CM, 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: December Lauretano-Haines, PRF Director

DATE: 4/24/2025

SUBJECT: Contract Renewal Townwide Irrigation Maintenance

Recommendation

Council approval is requested to approve the first modification extending the Agreement with Budget Sprinkler Repair, LLC for Town-Wide Irrigation Maintenance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

B. Enhanced Resource Management

Background

The Town's current 5-year contract for Town-Wide Irrigation Maintenance will expire on May 13, 2025. Town-Wide Irrigation maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 15 years.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget — General Fund account #001-3600-572-46040 (Grounds Maintenance) and Municipal Transportation Fund account #101-5100-541-53110 (Road Materials-Griffin Road Maintenance). In order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is

slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year (09/30/2026).

Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	4/11/2025	Executive Summary
Resolution	4/11/2025	Resolution
Exhibit "A" Original Agreement	4/17/2025	Exhibit
Exhibit "B" Agreement	4/11/2025	Agreement



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 Bob Hartmann, Vice Mayor Jim Allbritton, Council Member Gary Jablonski, Council Member David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council

THRU: Russell Muniz, Town Administrator

FROM: December Lauretano-Haines,

Parks Recreation and Forestry Director

DATE: April 24, 2025

SUBJECT: A Resolution to approve a Contract Renewal, extending the Agree-

ment with Budget Sprinkler Repair, LLC for Town-Wide Irrigation

Maintenance Services

Recommendation

Council approval is requested to approve the first modification extending the Agreement with Budget Sprinkler Repair, LLC for Town-Wide Irrigation Maintenance.

Strategic Priorities

This item supports the following strategic priorities as identified in the Town's adopted strategic plan.

B. Enhanced Resource Management

Background

The Town's current 5-year contract for Town-Wide Irrigation Maintenance will expire on May 13, 2025. Town-Wide Irrigation maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 15 years.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget – General Fund account #001-3600-572-46040 (Grounds Maintenance) and Municipal Transportation Fund account #101-5100-541-53110 (Road Materials-Griffin Road Maintenance). in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period

that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year (09/30/2026).

Staff Contact:
December Lauretano-Haines, Parks Recreation and Forestry Director

RESOLUTION NO. 2025-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BUDGET SPRINKLER REPAIR, LLC FOR TOWN-WIDE IRRIGATION MAINTENANCE **SERVICES:** (5) APPROVING AN ADDITIONAL FIVE YEAR TERM; **AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN** ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2020-037, on May 14, 2020, the Town and Budget Sprinkler Repair, LLC (the "Vendor") entered into an agreement (the "Original Agreement") for the provision of Town-Wide Irrigation Maintenance services; and

WHEREAS, the initial five (5) year term of the Agreement will expire on May 13, 2025; and

WHEREAS, Section 1.5 of Exhibit "A" to the Agreement allows extensions not to exceed a total of 15 years; and

WHEREAS, this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Irrigation Maintenance services for an additional five (5) year term, beginning on May 14, 2025; and

WHEREAS, in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year; and

WHEREAS, the Agreement provides for proposed fee increases with a maximum increase of 5% annually, subject to the sole discretion of the Town Administrator; and

WHEREAS, the Vendor has proposed a 3% Consumer Price Index (CPI) adjustment; and

WHEREAS, the Town and the Vendor desire to renew the Original Agreement; and

WHEREAS, the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with Budget Sprinkler Repair, LLC for five years, specifically through September 30, 2030, under the terms and conditions set forth herein and approved via Resolution No. 2020-037;

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

<u>Section 1.</u> Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

<u>Section 2.</u> Approval. The Town Council hereby approves the Contract Renewal extending the Agreement between the Town of Southwest Ranches and Budget Sprinkler Repair, LLC for Town-Wide Irrigation Maintenance services for an additional (5) year term, specifically through September 30, 2030.

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

<u>Section 4.</u> Effective Date. This Resolution shall become effective immediately upon adoption.

[Signatures on Following Page]

PASSED AND ADOPTED	by the Town Council of the Town o	f Southwest
hes, Florida, thisday o	f <u>April</u> , 2025, on a motion by	and
nded by		
Breitkreuz Hartmann Allbritton Jablonski Kuczenski	Ayes Nays Absent Abstaining	
	Steve Breitkreuz, Mayor	
ATTEST:		
Debra Ruesga, CMC, Town	n Clerk	
Approved as to Form and	Correctness:	
Keith Poliakoff, J.D., Towr	n Attorney	

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RESOLUTION NO. 2020 - 037

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF BUDGET SPRINKLER REPAIR, LLC AS THE LOWEST PRICED MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE IRRIGATION MAINTENANCE AND REPAIR SERVICES; APPROVING AN AGREEMENT WITH BUDGET SPRINKLER REPAIR, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE **TOWN-WIDE IRRIGATION** MAINTENANCE SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in December 2019, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 20-006 seeking Town-Wide Irrigation Maintenance Services; and

WHEREAS, on January 28, 2020, the Town received proposals from four responsive and responsible proposers; and

WHEREAS, on February 4, 2020, at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the four (4) proposals, and ranked Budget Sprinkler Repair, LLC as the lowest most responsive and responsible proposer; and

WHEREAS, the Town Council hereby approves the ranking of the SC and authorizes the Town Administrator to enter into an agreement with Budget Sprinkler Repair, LLC; and

WHEREAS, the project is funded in the current fiscal year 2019-2020, and the Town desires to provide funds for this project from its General Fund; and

WHEREAS, Budget Sprinkler Repair, LLC and the Town desire to enter into an Agreement for the provision of Town-Wide Irrigation Maintenance and Repair Services under the terms and conditions set forth hereinafter;

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. After reviewing all the information provided, the Town Council hereby approves the selection of Budget Sprinkler Repair, LLC, as the lowest priced most responsive and responsible proposer, for Town-Wide Irrigation Maintenance and Repair Services.

Section 3. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Budget Sprinkler Repair, LLC in substantially the same form as that attached hereto as Exhibit "B", for Town-Wide Irrigation Maintenance and Repair Services.

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

Section 5. This Resolution shall take effect on July 1, 2020.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of May 2020, on a motion by May and seconded by Martmann.

McKay
Schroeder
Amundson
Hartmann
Jablonski

Ayes Nays Absent

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Twon Attorney

36944170.1

TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES



AGREEMENT BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

BUDGET SPRINKLER REPAIR, LLC

RFP NO.: 20-006 TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

AGREEMENT FOR "RFP No.: 20-006 TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this day of May, 2020, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Budget Sprinkler Repair, LLC (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to contract for Town-wide Irrigation Maintenance Services ("Project"); and

WHEREAS, the Town advertised a Request For Proposals, RFP No. 20-006 on December 13, 2020 ("RFP"); and

WHEREAS, seven (7) Proposals were received by the Town on January 28, 2020; and

WHEREAS, the Town has adopted Resolution No. 2020- 331 at a public meeting of the Town Council approving the recommended award and has selected Budget Sprinkler Repair, LLC for award of the Project.

WHEREAS, Contractor's Proposal is attached to this Agreement as Exhibit "A-1" and made a part hereof.

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 RFP 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 RFP, the Contractor's Proposal, 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 workman practices for irrigation maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal 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 sites and difficulties associated with the execution of the 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.

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

"RFP No.: 20-006 TOWN-WIDE IRRIGATION MAINTENANCE SERVICES"

- 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.

Section 3: Compensation & Method of Payment

- Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$24,120 Dollars (Twenty four thousand one hundred and twenty 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 amounts 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. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property.

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, 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. 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, (b) 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

4.1 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, Loss and Damage

- 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.
- 5.2 Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work, or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for.

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 RFP.
- 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

And

Broward County Board of County Commissioners 115 S Andrews Avenue Fort Lauderdale, FL 33301

- 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 One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

- B. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: 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 nonowned 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.
- D. ENVIRONMENTAL POLLUTION INSURANCE: The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage is acceptable.
- 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. Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard, Suite 1000 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 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 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, 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.

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 legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Contractor represents that all persons performing Work under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach 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 RFP 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 RFP 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: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN

ADMINISTRATOR/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. <u>Termination by Mutual Agreement</u>. 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. <u>Immediate Termination by Town.</u> 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.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.

Section 19: Public Entity Crimes Information Statement

<u>Pursuant to Florida Statutes, Section 287.133</u>: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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 Proposal 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 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

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and Town hereby waive any rights to a trial by jury.

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:

Keith M. Poliakoff, Esq. Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard Suite 1000 Fort Lauderdale, Florida 33301

If to Contractor:

Donato Vicario Budget Sprinkler Repair, LLC 7007 NW 40th Street Coral Springs, FL 33065

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. <u>Audit and Inspection Rights and Retention of Records</u>. 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 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. <u>Independent Contractor</u>. 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. <u>Joint Preparation</u>. 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. <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- I. <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. <u>Binding Authority</u>. 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. <u>Truth-in-Negotiation Certificate</u>. 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.

[remainder of page intentionally left blank signature page follows]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BUDGET SPRINKLER REPAIR, LLC and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 4 day of March 2020.

WITNESSES:

CONTRACTOR:

Donato Vicario, Manager

Budget Sprinkler Repair, LLC 4 day of May 2020

TOWN OF SOUTHWEST RANCHES

Doug McKay, Mayor

day of May 2020

Andrew D. Berns, Town Administrator

14/2 day of May 2020

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff Town Attorney

EXHIBIT "A-1"

(Contractor's Proposal attached)



Budget Sprinkler Repair LLC 7007 NW 40th St Coral Springs, FL 954-729-6054 Den@BedgetSprinklerRepair.com www.BudgetSprinklerRepair.com

Company Profile

Budget Sprinkler Repair LLC offers quality service and products at affordable prices for today's economy. We have combined over 50 years of experience in the irrigation field and cover all aspects of irrigation from new installations to maintenance programs. We are fully licensed and insured serving residential and commercial properties in the South Florida area since 2011. Our on-staff technicians are committed to offering the highest level of service and attention to detail is our main goal and philosophy.

Budget Sprinkler Repair offers full troubleshooting covering all aspects of your irrigation needs from something as minor as a broken sprinkler head to issues as technical as setting parameters for VFD drives and Smart pump stations. We offer full maintenance programs that will save customers bundles in the long run, full warranty repairs that include parts and all necessary labor, and full installation of new systems including the design layout and accompanying blueprint. We are versed in all different styles of irrigation systems and currently maintain systems that are analog, digital, Wi-Fi, hydraulic, two wire, city water, well water, canal water, reclaimed water, pressurized systems, and pump start systems. We have been able to save customers significant amounts of money on their monthly water bills by minimizing wasted water and using low volume nozzles. We can also convert city water systems to run off of a canal if one is accessible or have a well installed and convert to a well system.

Water conservation is very important in todays world. Due to heavy use of fresh water, the levels have decreased in the aquifer, which in turn has allowed saltwater intrusion into our fresh water supply. By trying to conserve water we can help our environment and save money. Budget Sprinkler Repair does all it can to help customers conserve water, as well as help the environment at the same time.

At Budget Sprinkler Repair we also put attention to detail in every aspect of the client relationship and strive to be as open and transparent on all related issues. We compose detailed invoices and estimates that will not leave customers in the dark. We have a fulltime office that is accessible to meet all of your scheduling needs. Due to the organization and detail we consistently show we have done extensive amounts of work with HOA's, property management companies, apartment complexes, shopping plazas, malls, and residential customers. We make every effort to tackle any situation presented with assertiveness and give every option on how to commence moving forward so the customer can decide what best suits them. We leave no stone unturned.



We cover all aspects of installation and service from pump repair and replacement, valve troubleshooting and repair, timer repair and replacement, full revamps (such as adding and/or moving placement of heads for coverage, as well as to prevent rust stains), scheduled rust system maintenance, scheduled irrigation system maintenance, micro & drip irrigation, water conservation, repair loss of prime (water) & fluctuating water pressure, and wire & valve location. We only use commercial grade equipment supplied by the best manufacturers in the business such as Rain Bird and Goulds.

Our staff is composed of the owner and operator Donato Vicario who has over 14 years of experience in the irrigation field. Born in 1983, he started his irrigation career in 2006 helping install new irrigation systems for new construction that was being done at a rapid pace in the city of Parkland. He quickly moved up the ranks from helper to technician and acquired his Certificate of Competency in 2011 and started Budget Sprinkler Repair with the intention of standing out from his peers by showing a determination and attention to detail that is not often found in the industry. Under his tutelage the company has grown into one of the leaders in the green industry. He is also the listed Qualifier for Budget Sprinkler Repair LLC. Donato Vicario studied business administration at Broward College.

Jeff Horn is the lead residential technician. Jeff has over 19 years of experience in the green industry working with both landscape and irrigation companies. Born in 1975, Jeff started in the industry in 2001 and studied business administration at University of South Florida. Jeff is customer focused and driven to exceed expectations time and time again. The professionalism and upfront approach Jeff provides to his customers is second to noise.

Roberto Larrazabal is the lead commercial technician. Roberto has over 19 years in the green industry and is fully bi-lingual in English and Spanish. Roberto is a great team leader and is very dedicated to his craft. He is a hard worker who cares for his customers and his company.

Company Directory

President / Operator / Supervisor: Donato Vicario Irrigation Manager / Lead Technician: Jeff Hom

Field Supervisor / Irrigation Technician: Roberto Larrazabal

Office Manager: Catherine Vicario

Budget Sprinkler Repair LLC License # 11-CLS-17720-X



Budget Sprinkler Repair LLC 7007 NW 40th St Coral Springs, FL 954-729-6054 Don@BudgetSprinklerRepair.com www.BudgetSprinklerRepair.com

COMPANY REFERENCES

SIMON PROPERTY GROUP Coral Square Mall 9469 West Atlantic Blvd. Coral Springs, FL 33071 Contact: Abraham Garcia -Operations Director Phone: 407-304-6695

Email: Abraham.Garcia@simon.com Dates: March 2014 to present

Synopsis: Replace pump station with a new 20 Horsepower 480v VFD drive pump station. Convert pressurized system to a pump start system due to excessive mainline breaks and the old age of the system. Repair neglected sprinkler system by repairing malfunctioning electric valves, major PVC breaks in roots and under asphalt and all necessary head repairs. After system brought back fully functional maintain and service system on a regular basis.

WEST BROWARD COMMUNITY MANAGEMENT

820 South State Rd 7 Plantation, FI 33317 Contact: Tom Flore Phone: 954-581-8686 Email: tom@wbmanage.com Dates: January 2014 to present

Properties:

Villas of Inverrary Lauderhill, FL

Gardens at Bonaventure 14 East Weston, FL

Jacaranda Cove Plantation, FL Jacaranda Villas Plantation, FL Plantation Racquet Club Plantation, FL

Habitat II

Synopsis: Install new control wire throughout certain properties where the wire was deteriorated to the point beyond repair, repair existing control wire and electric valves that were compromised or malfunctioning in order to get systems fully operational. Repair Habitat II association which consists of 82 buildings that were extremely neglected by replacing pumps, timers, valves, major PVC breaks in roots and under asphalt and all necessary head repairs. After all systems brought back fully functional maintain and service systems on a regular basis.

INNOMAX USA

1801 West Sample Rd Building 1801 West Sample Rd Pompano Beach, FL Contact: Stephane Maltais Phone: 954-661-0801

Email: stephane.maltais@gmail.com

Dates: April 2019 to present

Synopsis: Replace pump station with a new 5 horsepower pump station with pump start relay and digital timer. Repair existing system throughout perimeter of property for full coverage of complete new landscape design. Repair existing control wire, replace all existing electric valves, repair major PVC breaks in roots, and all necessary head repairs. Install 3 new construction zones around refurbished building and new construction building. New zones for irrigation system designed and blueprinted by Budget Sprinkler Repair.



TMG Management 3303 West Commercial Blvd Suite #170 Fort Lauderdale, FL 33309

Property: Ridgewood Davie, FL

Contact: Suze Noonan Phone: 954-782-7820

Email: suze@tmg-propertymanagement.com

Dates: December 2017 to present

Synopsis: During the widening of Pine Island Rd parts of existing irrigation system including mainline and control wire were destroyed. Install 2000ft of 3" Schedule 40 PVC mainline and necessary control wires to repair system back together. Convert pressurized system to a pump start system due to excessive mainline breaks and the old age of the system. Repair neglected sprinkler system by repairing malfunctioning electric valves, major PVC breaks in roots and all necessary head repairs. After system brought back fully functional maintain and service system on a regular basis.

New Group Management

1140 NE 163 St.

North Miami Beach, FL 33162

Contact: Karen Hernandez Phone: 305-949-1050

Email: karen@newgroupmanagement.com

Dates: July 2014 to present

Properties:

County Line Rd Plaza @ 6301 County Line Rd. Miramar, FL 33023 Magnolia Shops Plaza @ 9545 Westview Dr. Coral Springs, FL Walgreens Plaza @ 8197 - 8199 N University Dr. Tamarac, FL Winn Dixie Plaza @ 7015 N University Dr. Tamarac, FL 33321 Additional small plazas and Residential properties

Synopsis: County Line Rd Plaza consisted of a full refurbishment which required repairing existing system throughout perimeter of property for full coverage of new landscape. Repair existing control wire, replace malfunctioning electric valves, repair major PVC breaks in roots, and all necessary head repairs. Install 2 new construction zones around refurbished building. New zones for irrigation system designed and blueprinted by Budget Sprinkler Repair. Repair neglected sprinkler system by repairing malfunctioning electric valves, major PVC breaks in roots and under asphalt and all necessary head repairs. After system brought back fully functional maintain and service system on a regular basis.

Magnolia Shops Plaza consists of numerous mainline breaks in sleeves under the main roadways that required excavation and repair.

Repair all properties for neglected sprinkler systems by repairing malfunctioning electric valves, major PVC breaks in roots and under asphalt and all necessary head repairs. After system brought back fully functional maintain and service systems on a regular basis.



Ramblewood East Community 4139A NW 88 Ave. Coral Springs, FL 33065 ramblewoodeastcondo@gmail.com Contact: Ron Buchholz Phone: 954-815-8366

Email: wisepretzelman@aol.com Dates: October 2012 to present

Synopsis: Repair Ramblewood East community which consists of 80 buildings that were extremely neglected by replacing pumps, timers, valves, major PVC breaks in roots and under asphalt and all necessary head repairs. After all systems brought back fully functional maintain and service systems on a regular basis.

RG Development 731 Shotgun Rd. Sunrise, FL 33326

Contact: Fernan Restrepo Ir Phone: 954-348-5195

Email: fernanjr@rgdevelopment.net Dates: January 2015 to present

Properties:

Broward Lakes Business Park Sunrise, Fl. Wingate Commons Plaza Oakland Park, Fl. Coral Creek Plaza Coral Springs, Fl.

Synopsis: Repair all properties for neglected sprinkler systems by repairing malfunctioning electric valves, major PVC breaks in roots and under asphalt and all necessary head repairs. After system brought back fully functional maintain and service systems on a regular basis.



Proposed Maintenance Plan

Management Proposal

Services to the city of Southwest Ranches Irrigation Maintenance will consist of full system checks for 6 different locations / irrigation pump stations. Locations include two pump stations on East Griffin Rd., two pump stations on West Griffin Rd., one pump station at City Hall, and one pump station at Sunshine Ranches Equestrian Park. The base proposal for all stated locations will include cleaning and adjusting all sprinkler heads and nozzles and straightening, raising up, burying pop up sprinkler heads as necessary to ensure proper coverage. Any parts that are replaced we will refer to the components price list. Timers will be sealed to avoid pest infestation. If any posts are present in timer during maintenance, we will treat accordingly.

NOTE: Some of the existing timers are infested with ants.

East Griffin Rd.

Consists of two pump stations that are both 7.5 horsepower 240volt pump stations that draw from the canal. They are normal digital wire systems and both timers consist of 16 zones a piece. There do not seem to be any special items / services needed for these two irrigation systems.

West Griffin Rd.

Consists of two pump stations that are both 25 horsepower 480volt pump stations that draw from the canal. They are digital two wire systems and West timers consists of 26 zones and East timer consists of 24 zones. There do not seem to be any special items / services needed for these two irrigation systems.

City Hall

Consists of one pump station that is 2 horsepower 240volt pump station that draws from a well. It is a normal digital wire system and timer consists of 6 zones. There is a chemical injection system tied into the pump station to treat the well water for iron deposits and avoid rust stains on the building and surrounding areas. The chemical system will need to be serviced monthly along with the sprinkler system. Chemical will need to be refilled on a monthly basis.



Sunshine Ranches Equestrian Park

Consists of one pump station that is 15 horsepower 240volt pump station that draws from a canal. It is a normal digital wire system and timer consists of 34 zones. There do not seem to be any special items / services needed for these two irrigation systems.

Budget Sprinkler Repair LLC proposes to furnish under base proposal:

-One (two to three man) Irrigation crew to operate the above stated sprinkler systems one time per month. Base proposal includes cleaning and adjusting all sprinkler heads and nozzles and straightening, raising up, burying pop up sprinkler heads as necessary to ensure proper coverage. Any major repairs (any PVC repair over 2" or any issue with mainline, valves, wire, or pump stations) will require a separate estimate and approval from the city of Southwest Ranches before repair is made. All invoices and estimates will be issued the following day after service is complete.

-One (one man) irrigation crew to visit the above stated sprinkler system one time per week, or as necessary, except on the week of the irrigation maintenance if it is not necessary.

-All Irrigation crews will have trucks fully stocked and ready to make repairs on site. All repairs will be made on site except major repairs that require the City of Southwest Ranches approval. Any parts that are replaced we will refer to the components price list.

Budget Sprinkler Repair LLC proposes to furnish as auxiliary services offered:

- -Auxiliary services that may be required for major repairs are as listed:
- a) wire locator to trace and troubleshoot wire issues
- b) voltage/amp meter to troubleshoot pump panels and pump problems
- c) voltage meter for two wire system to detect voltage drop in two wire path
- d) decoder for two wire system to set up timer and valves
- e) Ditch Witch trencher for any new installation work
- d) concrete saw for any pipe or wire installation across roadways
- e) generator to provide power along roadways for power tools where electric is not accessible
- f) Sawzall's to cut out and remove roots and debris that damage PVC lines and systems

The management team provided for services to the City of Southwest Ranches Irrigation Maintenance will consist of supervisor, Donato Vicario who is owner and operator of Budget Sprinkler Repair LLC and has had his Broward County Certificate of Competency since 2011. Donato has 14 years total experience in irrigation and studied business administration at Broward College. Irrigation manager and lead technician, Jeff Horn who has 19 years of experience in irrigation and studied business administration at University of South Florida. Field supervisor and irrigation technician Roberto Larrazabal who has 19 years of experience in irrigation and is bilingual in English and Spanish.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000 VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA: Business Name: BUDGET SPRINKLER REPAIR LLC

Receipt N: 182-245852
Business Type: (SPRINGLER REPAIR)

Owner Name: DONATO VICARIO Business Location: 7007 N W 40 ST

CORAL SPRINGS

Business Opened:11/15/2011 State/County/Cert/Reg:11-CLS-17720-X Exemption Code:

Business Phone: 954-818-9647

Employees

Machines

Professionals

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

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

DONATO VICARIO 7007 N W 40 ST CORAL SPRINGS, FL

33065

Receipt #02A-18-00007702 Paid 07/26/2019 27.00

2019 - 2020



Development Services Department Business Tax Office 9500 West Sample Road, Coral Springs, FL 33065 Mon-Thur: 7:30AM - 5FM, Fri: 7:30AM - 2:30FM Phone: 954-344-5965

LOCAL BUSINESS TAX RECEIPT

BUDGET SPRINKLER REPAIR, LLC 7007 NW 40 ST DONATO VICARIO CORAL SPRINGS FL 33065

License #:

BT65275

Expiration Date:

September 30, 2020

Amount:

\$145.85

Payment Date

August 26, 2019

Type of Business:

HOME BASED BUSINESS

Business Location:

7007 NW 40 ST

POST THIS BUSINESS TAX RECEIPT IN A CONSPICUOUS PLACE

ALL WINDOW SIGHS SHALL COMPLY WITH LAND DEVELOPMENT CODE CHAPTER 18

CONDITIONS

(If no conditions exist, then TYPE OF BUSINESS is only condition)

DATE ADDED

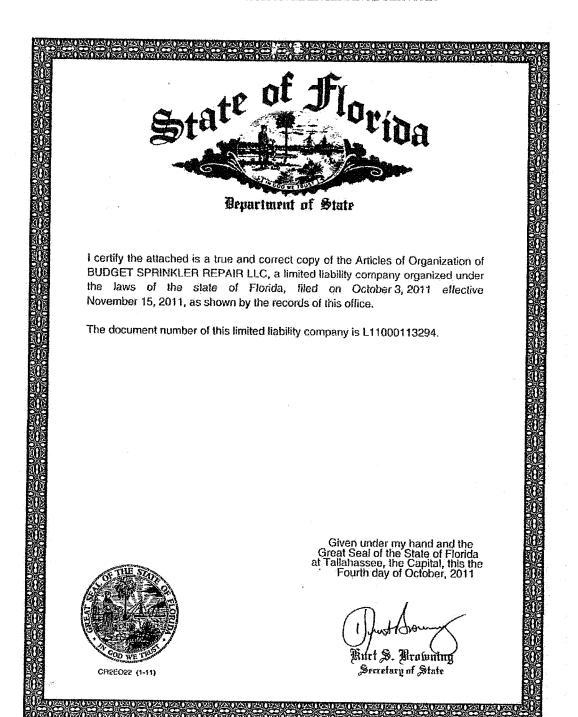
REQUIRED DATE SATISFY DATE

TYPE

STATUS

DEPARTMENT

NOTES:





IRRIGATION SPECIALTY CONTRACTOR

11-CLS-17720-X VICARIO, DONATO - QUALIFYING **BUDGET SPRINKLER REPAIR LLC** 7007 NW 40 STREET **CORAL SPRINGS FL 33065** EXPIRES 08/31/2021



CERTIFICATE OF COMPETENCY
Detach and SIGN the reverse side of this COUNTY card IMMEDIATELY upon receipt You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

> VICARIO, DONATO 7007 NW 40 STREET CORAL SPRINGS FL 33065

503-207 (Rev. 1/12) FG20124790B

BROWARD COUNTY, FLORIDA CERTIFICATE OF COMPETENCY

IRRIGATION SPECIALTY CONTRACTOR ITAGENERAL PECHALIF CONTRACTI-CLS-17720-X
VICARIO, DONATO - QUALIFYING
BUDGET SPRINKLER REPAIR LLC
7007 NW 40 STREET
CORAL SPRINGS FL 33065

EXPIRES 08/31/2021



5600 Hiatus Road Tamarac, FL 33321 800-940-7277 www.goldcoastschools.com "The Proof is in the Passing!"

CERTIFICATE OF COMPLETION

Donato Vicario 7007 NW 40 St. Coral Springs, FL 33065

License Numbers: Specially Contractor 11-CLS-17720-X

2013-07-12

Director Authorized Signature

The student named in the report has ecopyleted the referenced manners in accordance with the requirements of the CHB, ECLB, Architecture Board, Inspection Board, and Dade County.

Contracting in Broward County - A Review of Chapter 9 - Internet Version - 1 hr

Approval: Broward County Central Examining Board of General Construction Trades

Continuing Education Provider Numbers:				
CILB: 0000983	Architects: 8087			
ECLB: 0000983	Inspectors: 203			
Dade: D-022	Engineers: 0003342			

Important note: Student information must be properly logged for students to obtain full credit for attendance. Gold Coust School of Construction, Inc. assumes no reaponability for incomplete, unreadable, or incorrect license information reporting. The student is responsible for accurately listing all numbers for which he or she is requesting credit. Fallows to accurately report this information will result in non-continuing education credit to be received by the student, which could result in tense suspension. ALL LICENSE INFORMATION PROVIDED BY THE STUDENT MUST BE COMPLETE AND ACXARATE FOR CS CREDIT TO BE ISSUED.



5600 Hiatus Road Tamarac, FL 33321 800-732-9140 www.goldcoastschools.com "The Proof is in the Passing!"

CERTIFICATE OF COMPLETION

Donato Vicario 7007 NW 40 St. Coral Springs, FL 33065 License Numbers: Specially Contractor 11-CLS-17720-X

2013-07-12

Director ethorized Signature The student named in the report has completed the referenced courses in accordance with the requirements of the CH.B. F.T.B. Architecture Board, Importion Board, and Dade County.

OSHA Safety Basics, 1 Hour - Internet Version

CILB: #0607924 ECLB: #0800041 Miami-Dade: #D022-064 FBAID: AR.01 (9877882) BCAIB: by reciprocity (General) FBPE: CE Provider #0003342 (AOP)

Important note: Student information must be properly logged for students to obtain full credit for attendance. Gold Coast School of Communical Inc. assumes no responsibility for incomplete, unreadable, or incorrect license information reporting. The student is responsible for accurately listing all numbers for which he or she is requesting credit. Faither to accurately report this information will result in to continuing advantant credit to be received by the student, which could result in license suspension. ALL LICENSE INFORMATION PROVIDED BY THE STUDENT MUST BE COMPLETE AND ACCURATE FOR CS CREDIT TO BE ISSUED.



5600 Hiatus Road Tamarae, FL 33321 800-940-7277 www.goldcoastschools.com "The Proof is in the Passing!"

CERTIFICATE OF COMPLETION

Donato Vicario 7007 NW 40 St.

License Numbers:

Specialty Contractor 11-CLS-17720-X

Coral Springs, FL 33065

2013-07-12

Director
Authorized Signature

The student asset in the report has completed the referenced contrast in accordance with the requirements of the CTLB, RCLB, Architecture Bond, Impection Board, and Dade Commy.

1 hour, Successful Business Practices - Internet Version

CILB: 0010730 (BSP) ECLB: 008226 (B)

Dade: 057

Architects: AO.01.1623 - 9877737 (Optional)

Inspectors: by reciprocity (General) Engineers: Provider #0003342 (AOP)

CillB: 0000983 Architects: 8087
ECLB: 0000983 Inspectors: 203
Dade: D-022 Engineers: 0003342

Important note: Student information must be properly logged for students to obtain full credit for attendance. Gold Coast School of Construction, Inc. assumes no responsibility for incomplete, unreadable, or incorrect license information reporting. The student is responsible for accurately listing oil numbers for which are rule to reporting result in a continuing education credit to be received by the student, which could result in license suspension. ALL LICENSE INFORMATION PROVIDED BY THE STUDENT MUST DE COMBLETE AND ACCURATE FOR CS CREDIT TO BE ISSUED.



5000 Himus Road Tamarac, FL 33321 800-940-7277 www.goldcoastschools.com "The Proof is in the Possing!"

CERTIFICATE OF COMPLETION

Donato Vicario 7007 NW 40 St. Coral Springs, FL 33065 License Numbers: Specialty Contractor 11-CLS-17720-X

2013-07-12

Director
Asuborized Signature

The student named in the report has completed the referenced courses in accordance with the requirements of the CLIB, ECLIB, Architectura Burd, Stripection Board, and Dide County.

Workers' Comp Overview 2013 (1-hour) - Internet Version

CILB: 0010732 (WC) ECLB: 0008225 (C) Miami-Dade: #D022-061

FBAID: #AO.01.1625 - 9877739 (Optional) BCAIB: #0010732 by reciprocity (General) FBPE: CE Provider #0003342 (AOP)

Important note: Student information must be properly logged for students to obtain full credit for attendance. Gold Coast School of Coastraction, Ioc. assumes no responsibility for incomplete, unreadable, or incorrect lisense information reporting. The student is responsible for accurately listing all numbers for which he or she is requesting credit. Faiture to accurately report this information will result in no continuing obtaining continuing obtaining obtaining obtaining and accurately the student, which could result in license suspension. ALL LICENSE INFORMATION PROVIDED BY THE STUDENT MUST BE COMPLETE AND ACCURATE FOR CS CREDIT TO BE ISSUED.

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES REP NO. 20-406

APPENDIX A- PROPOSAL 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 addenda, if issued, for the lump sum price shown below.

<u>item</u>	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
Rust Chemical	City Hall	ı	12	30,00	360.00
Mist Heads	City Hall	1	13	15.00	225.00
Mist Heads	Equestrian Park	1	15	15,00	225.00
Rotors	Equestrian Park	1	26	25.60	5(9),00
Rotors	West Griffen Rd.	1	35	25.00	875.00
Relors	East Grillen Rd.	1	25	25,90	625,00
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TOTAL B	ASE PROPOSAL PI	LUS ADD ALTE	RNATIVE	**************************************	L		
Proposer_	Budget Sprinkler Repair LLC / Donato Vicario						
	· · .	39		F	RFP 20-006		

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES REP NO. 20-406

The quantities indicated in the Proposal and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the Proposal form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

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

The Proposer shall furnish prices for all Proposal items. Failure to do so may render the Proposal invalid and cause its rejection. Also, evidence that the Proposer holds appropriate licenses to perform the Work which is the subject of this Proposal, and as required by Florida Statutes and local law, must be submitted along with the Proposal. Proposers must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

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

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

[Remainder of page intentionally left blank]

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RFP 20-006

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES REP NO. 28-696

PROPOSER INFORMATION

NAME: Budget Sprinkler Repair LLC
ADDRESS: 7007 NW 40th St Coral Springs, FL
FEIN: 45-3562411
LICENSE NUMBER: 11-CLS-17720-X STATE OR COUNTY: Broward
LICENSE TYPE: Irrigation Specialty Contractor (license attached)
(Attach copy of license)
LICENSE LIMITATIONS, IF ANY: (Attach a separate sheet, if necessary)
LICENSEE SIGNATURE: Do pato Vinario
Donato Vicario
PROPOSER'S SIGNATURE: PROPOSER'S NAME: Donato Vicario
PROPOSER'S ADDRESS: 7007 NW 40th St Coral Springs, FL 33065
PROPOSER'S PHONE NUMBER: Office: 954-729-6054 Cell:
PROPOSER'S EMAIL ADDRESS: Don@BudgetSprinkferRepair.com Denate Vicario
By: Budget Sprinkler Repair LLC
Name of Corporation/Entity
7007 NW 40th St Coral Springs, FL 33065 Address of Corporation/Entity
Donato Vicano
Signature of President or Authorized Principal
By: Oanato Vicario
Title: Owner/President (If the Proposer is a Corporation, affix corporate
seal)

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APPENDIX "B" PROPOSAL FORMS

SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ZONES

SERVICE CATEGORY A:

IRRIGATION MAINTENANCE - ROADS/MEDIANS/SWALES - GRIFFIN ROAD EAST

Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Avc.

- a.) North swale All from edge of pavement to top of canal bank
- b.) Medians All
- c.) 3 Retention Ponds
- d.) South swale All from edge of pavement to property line

Zone 2. GRIFFIN ROAD WEST

ROW; west of Dykes Rd. to east of SW 188 Ave.:

- a.) Medians All
- b) South swale Alt

SERVICE CATÉGORY D:

IRRIGATION MAINTENANCE - PARKS AND OTHER TOWN PROPERTY

Zone 34. Sunshine Ranches Equestrian Park - 20 acres

Zone 39. Town Hall - 2 acres

Location/ Zone	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Segu	Oct	Nov	Dec
irrigation wet test and report	12	1	1	1	. 1	1	1	1	1	1	1	1	1

All counts frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

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RFP 20-006

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

IRRIGATION MAINTENANCE - ROADS

Service Category	Location/ Zone#	Unit Price Per Service		nnual Price – (Frequencies as per Maintenance Frequencies" sheets)
A	1 (Griffin Rd Fast)	\$ 480.00	\$	5,760.00
A	2 (Griffin Rd West	\$ 930,00	\$	11,160.00
the second secon	L IRRIGATION ANCE – ROAD		\$ 16,92	29,00

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

TRRIGATION MAINTENANCE - PARKS AND OTHER FACILITIES

Service Category	Location/ Zone #	Location/Zone Name	Unit Price per service	Annual Price — (Frequencies as per "Maintenance Frequencies" sheets)
D	34	Sunshine Ranches Equestrian Park — 20 acres	\$ 510.00	\$ 6120.00
D	1	Town Hall -<2 acres, with rust inhibition	\$ 90.00	5 1.080.00
	L IRRIGATI ACILITIES	ON MAINTENANCE - PARKS AND	\$ 7,200,0	Ю
		GATION MAINTENANCE ST BY ZONE (BASE PROPOSAL):	\$ 24,120	

PROPOSER'S SIGNA	TURE: Do vote Vicario
COMPANY NAME:	Budget Sprinkler Repair LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-406

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

Item No.	Services	Unit	Unit Price
1.	Irrigation Supervisor	Per hour 8,00 a.m 4/30 p.m., Mon-Fri-	\$ 75.00
		Per hour for all other times =	\$ 115,00
2.	Irrigation Technician	Per heur \$ 00 a.m 4.30 p.m., Mont-Fri	\$ 55.00
		Per bour for all other times	85.00
3.	Irrigation Laborer	Per hour 8.00 a.m 4.30 p.m. Mon-l'ii	\$ 35:00
		Per hour for all other times "	60.00

HRRIGATION SYSTEM COMPONENTS (FURNISH AND INSTALL):

Item No.	Services	Unit	Unit Price
4.	Rainbird 6" Pop UP	Each	\$ 15.00
5.	Corresponding Rainbird 6" nozzles as per plans/specs	Each	\$ 2.50
6.	Rainbird 12" Pop UP	Each	\$ 25,00
7.	Corresponding Rainbird 12" nozzles as per plans/specs	Each	\$ 2.50
8.	Rainbird 1800 series-(06 -12)	Each	\$ 25,00
9.	Corresponding 1800 series nozzles as per plans/spacs	Each	\$ 2.50
10.	Rainbird 5000 series - Rotor heads	Each	\$ 25.00
11.	Corresponding 5000 series nozzles as per plans/specs	Each	\$ 2.50
12.	Rainbird 7005 series - Rotor heads	Each	\$ 85,00
13.	Corresponding 7005 series novzles as per plans/specs	Each	\$ 2.50
14.	Rainbird 8005 series - Rotor heads	Each	\$ 85.00
15.	Corresponding 8005 series nozzles as per plans/specs	Each	\$ 2,50
16.	Rainbird Talon series - Rotor heads	Each	\$ 90.00 discontin
17.	Corresponding Talon series nozzles as per plans/specs	Each	S 2.50 discontilinu
18.	Ell	Each	\$ 2.00
19.	Funny pipe	Per foot	\$ 2.90
20.	NDS 10" Round valve box	Each	S 65.00
21.	NDS 12" X 17" Rectangular valve box	Each	\$ 83.00
22,	Amtech 12" X 18" Rectangular valve	Each	\$ 95,00
23	Rainbird 300 BPE Electric Remote	Each	\$ 495.00

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE BRIGATION MAINTENANCE SERVICES RFP NO. 20-006

	Control Valves		
24.	Rainbird PGA series 2" Electric Remote Control Valves	Each	\$ 315.00
25.	Rainbird 5LRC 5 ½" quick coupling Valves	Ench	\$ 185,00
26.	Rainbird PEBPRS-D "Control Valve"	Each	\$ 365.00
27.	Rainbird 200 series Electric Remote Control Valve	Each	\$ 275.09
28.	Rainbird PRS Dial pressure	Each	\$ 65,00

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity-frequency of service.

PROPOSER'S SIGNATURE Do rate Veraucos

COMPANY NAME: Budget Sprinkler Repair LLC

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-096

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, machinery and services to perform Town Wide Irrigation Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: Do-mato Uciracio

PROPOSER'S NAME: Donato Vicario

COMPANY NAME: Budget Sprinkler Repair LLC

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

OTHER REQUIRED SIGNATURES AND SUBMITTALS

Proposers are required to complete, provide and/or execute the documents in this section. Response to the Required Signatures and Submittals will be utilized as part of the Town's overall proposal evaluation and contract selection procedure.

PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal, Proposer shall furnish to the Town Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

CONTRACTOR QUALIFICATIONS

Evidence that the Proposer holds appropriate licenses to perform the Work sought in this Proposal, and as required by Florida Statues and local law, must be submitted with the Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation.

CONFLICTS OF INTEREST

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

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

APPENDIX C DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES OFFICIALLY DESIGNATED REPRESENTATIVE

2. Affiant's address is: 7007 NW 40th St Coral Springs, FL

first duly sworn, under oath, deposes and states as follows: 1. Affiant appears herein as: [] an individual or	Donato Vicario	ersigned authority, this day r, hereinafter referred to as "Affian	
] an individual or	first duly sworn, under oath, depo	oses and states as follows:	
• **	I. Affiant appears he	erein as:	
] an individual or		
18) the President/ Owner of Budget Sprinkler Repair	[8] the President/ Owner	of Budget Sprinkler Repair	

- 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 profit 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.
- 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.

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

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.

The foregoing instrument was acknowledged before me this OS day of Tary 2000, by Day Of Tory Old United as identification and who did take an oath.

HEATHER SMOLLETT Notary Public Symplot HEATHER SMOLLETT Notary Public Symplot HEATHER SMOLLETT Notary Public Symplot Heather Smollett Notary Public Symplot Heather Smollett Notary Public Symplot Heather Smollett Notary Public Symplot Heather Smollett Notary Public Symplot Public Notary Public Notary Public Notary Public Notary Public Notary Public Notary Name)

My Commission Expires:

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP.NO: 20-006

Disclosure of Ownership Interests

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, 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.

Name	Address
None	
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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

APPENDIX D DRUG FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 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.
- Give each employee engaged in providing the commodities or contractual services that are under Proposal 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 Proposal, 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.

PROPOSER'S SIGNATURE: Donato Vicario

PROPOSER: Budget Sprinkler Repair LLC / Donato Vicario

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TOWN OF SOUTHWEST RANCHES, FLORIDA FOWN-WIDE IRRIGATION MAINTENANCE SERVICES REF NO. 20-006

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.

l.	This sworn statement is submitted to		es	
by	Donato Vicario			·
for	Budget Sprinkler Repair LLC	همان د دادی و دونونوسون کور نکل کو پیشن پذیر		٠
	e business address is			
and (i	if applicable) its Federal Employer Identification Number	(FEIN) is	45-3562411	
2. Statut	I understand that a "public entity crime" as defined in tes, means a violation of any state or federal law by a pool to the transaction of business with any public entity	Paragraph erson with	respect to and direct	Ļ

- I understand that a "public entity crime" as defined in Paragraph 287.134(1)g), Profited 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, theff, 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 trail 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.

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

5. I understand that a "person" as defined in Para. 287.133(1) (c), 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 Proposals or applies to Proposal 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,

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.

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.

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 I (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]

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES REP NO. 20-006

PROPOSER: Budget Sprinkter Repair LLC	
By: Devoto Vicino	
Donato Vicario	
(Printed Name)	
President / Owner	
(Title)	
Swom to and subscribed before me this 95 day of 16	n
Personally known	
Or Produced Identification (Type of Identification)	and the state of
Notary Public - State of	
Nhacolto-	
Notary Signature	11.00
21 - 121	
My Commission Expires 3/8/	
· · · · · · · · · · · · · · · · · · ·	The state of the s
(Printed, typed, or stamped commissioned name of notary public)	HEATHER SMOLLETT. MY COMMISSION # GG 066271 EXPIRES: February 3, 2021 Bonded Thin Nitary Public Underwitters

54

TOWN OF SOUTHWEST RANCHES, FLÖRIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-606

APPENDIX F NON-COLLUSION AFFIDAVIT

State of Florida) ss: County of Broward) Donato Vicario being first duly sworn deposes and says that: (1) He/She is the Owner (Owner, Partner, Officer, Representative of Agent) of Budget Sprinkler Repair LLC the Proposer that has submitted the attached Proposal; (2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
Donato Vicario Donato Vicario
(1) He/She is the Owner (Owner, Partner, Officer, Representative of Agent) of Budget Sprinkler Repair LLC the Proposer that has submitted the attached Proposal; (2) He/She is fully informed with respect to the preparation and contents of the attached
(1) He/She is the Owner (Owner, Partner, Officer, Representative of Agent) of Budget Sprinkler Repair LLC the Proposer that has submitted the attached Proposal; (2) He/She is fully informed with respect to the preparation and contents of the attached
(2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
(3) Such Proposal is genuine and is not a collusive or sham Proposal;
(4) Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal 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 Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
[Signatures on next page]

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES REP.NO. 201016

RFP NO. 20-006
PROPOSER: Budget Sprinkter Repair LLC / Donato Vicario
By: Deireto Vinco
Donato Vicario
(Printed Name)
President / Owner
(Tide)
Sworn to and subscribed before me this 25 day of Jan 2020
Personally known V
Or Produced Identification
(Type of Identification)
Notary Public - State of FL-
Notary Signature
My Commission Expires 2/3/2/
by Commission expires
(Printed, typed, or stumped commissioned name of notary public) HEATHER SMOLLETT EXPIRES, February 3, 2021 Reced than Neary Full Underwiters

TOWN OF SOUTHWEST RANCHES TOWN-WIDE IRRIGATION MAINTENA	, FLORIDA NCE SERVICES	<i>[</i> _	
RFP NO. 20-1006			
APPENDIX G	12 10 1 %		
CERTIFICATE OF AUTHORITY (If Indiv	vidual/Sole Proprie	etor)	
State of)			
) ss:		/	
•	/	,	
County of)			
Owner of (Company name) the Proposal dated	in howalty and	, us Principal or	
the Proposal dated 20 , to the T	own of Southwest	Ranches and his	
execution thereof, attested by the undersigned, shall	be the official a	et and deed of	
Budget Sprinkler Repair LLC (Company Na	mey		
	A		
		20	
IN WITNESS WHEREOF, I have hereunto set my hand thi	sday ot	, Z9,	
San San San San San San San San San San	<u> </u>		
	Secretary:		
	(SEAL)		
\mathcal{L}_{i}			
f			
$f_{ij} = f_{ij}$			
/			
/.			
PROPOSER: Budget Sprinkler Repair LLC / Donato Vicar	rio		
PROPOSER: Hanger Spanical Repair Clear Donate View	_		
<i>f</i>			
1			
57			
		RFP 20-006	

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFF NO. 20-006

APPENDIX H CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of Florida)
County of Broward) ss:
representatives of a Limited Lia	ing of the Board of Directors of a corporation or authorized bility Company existing under the laws of the State of rank at 15, 2020, the following resolution was duly
the Proposal dated, $\underline{\underline{J}\alpha a u \alpha c}$ Ranches and this Corporation or Li by the Secretary of the Corporation	ario, as President of the Corporation or ed Liability Company, be and is hereby authorized to execute, 25
I further certify that said resolution	is now in full force and effect.
IN WITNESS WHEREOF, I have Corporation or Limited Liability Co	hereunto set my hand and affixed the official seal of the mpany this 25 day of 112001, 2020.
	De ato Vivance
	(SEAL)

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PROPOSER: Budget Sprinkler Repair LLC / Donato Vicario

NA

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP.NO. 20-006

APPENDIX I CERTIFICATE OF AUTHORITY (If Partnership)

			p ^p
State of)		
) ss:		<i></i>
County of			L
THEREBY CERTI	IFY that a meeting of the	e Partners of the	
	Manager State of the State of t		
, 20	_, the following resolution		dopted:
"RESOLVED, the Partnership, be and is here	ıt,		, as of the
Partnership, be and is here 20, to the Town of Sc	eby authorized to execu-	te the Proposal dated	his execution thereof
aftested by the and deed of this Partnershi		<u> </u>	half be the official act
I further certify tha	it said resolution is now i	in full force and effect.	
IN WITNESS WII	IEREOF, I have hereunt	o set my hand this, d	ay of
40	y p ^{rod}		
	general and the second	Secretar	y:
		(SEAL)	
PROPOSER:	ghamman an an an an an an an an an an an an a	herya da Manamatikaliya sida e	
g de la companya de l			
r ^{ef}			
	59		

NA

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

APPENDIX J CERTIFICATE OF AUTHORITY (If Joint Venture)

State of)		
County of) ss:		
I HEREBY CERTIFY that a meeting of the Partic	sers of the	- 12-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
A corporation existing under the laws of the, 20, the following resolution was	State ofs duly passed and adopted:	, held on
"RESOLVED, that, Joint Venture, be and is hereby authorized to execute the		as of the
20, to the Town of Southwest Rauches and this par	rtnership and that his execution shall be the c	n thereof,
I further certify that said resolution is now in full	force and effect.	
IN WITNESS WHEREOF, I have hereunto set a	my hand this, day of	marating and a construction of the symmetry of the
	Secretary: (SEAL)	om maga i paga minin wa waka mada paga g
PROPOSER:	ANT-THEORY.	a e tota

60

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-4066

		APPENDIX PROPOSAL BO			
Bon	d Na.				
BID	BOND				
State	of)	J	1	
) 55:			
Cour	ny of	_)			
KNC	OW ALL MEN BY THESE PR	ESENTS, that we,			
أسرنينيت	, as I	rincipal, and	<i></i>	THE PARTY OF THE P	
admi THE	nigment of which sum well as nistrators and successors joint CONDITION OF THIS OBL ecompanying Proposal, dated_	ly and severally, fire IGATION IS SUC	I that whereas the 120 for:	ts.	
urou		ic teriginion (terms	chance our rices		
	v, THEREFORE,				
(a)	If said Proposal shall be reju				
(b)	If said Proposal shall be ac said Town the appropriate bonds, and shall in all a acceptance of said Proposal in force and effect, it bein Surety for any and all cla obligation as herein stated.	Contract Documer espects fulfill all then this obligation ig expressly under	nts, including any recrns and condition shall be void; off stood and agreed the	equired insurance a ms attributable to perwise, it shall rem that the liability of	nd the ain the
heir of ea	IN WITNESS WHEREOF, several seals this day of cirl corporate party being he rigned representative.	the above bonded pereto affixed and	arties have execute, 20, the name these presents bein	I this instrument une and the corporate s ig duly signed by	der eal its
		Signatures on nex	t page]		
		-61		RFP 20-006	

TOWN-WIDE IRRIGA	IWEST RANCHES, FLORIDA HÓN MAINTENANCE SERVICES -P NO. 20-006
PROPOSER:	- , , , , , , , , , , , , , , , , , , ,
By:	
Title:	
IN PRESENCE OF: (Individual or Part (SEAL)	nership Principal)
	(Business Address)
	(City/State/Zip)
SURETY:	
(SEAL)	(Búsiness Address)
	(City/State/Zip)
/	(Business Phone)
IMPORTANT Surety companies executing bonds must a (circular 570 as amended) and be authorized	ppear on the Treasury Department's most current list d to transact business in the State of Florida.
Countersigned by Florida Agent:	
	Name:
/	Dates
1	
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NA

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE PRIGATION MAINTENANCE SERVICES RFP NO. 20-006

APPENDIX L GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	PHONE NUMBER	CONTACT PERSON
		/
· · · · · · · · · · · · · · · · · · ·		
7		

PRÓPOSER:		
*	63	RFP 20-006

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

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

TO THE TOWN OF SOUTHWEST RANCHES:

Budget Sprinkler Repair, 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 Budget Sprinkler Repairs failure to comply with such			
regulations. (Attitute Market Budget Sprinkler Repair			
ATTEST	CONTRACTOR		
	BY: Duato Vicario		
	Donato Vicario		
	Print Name		
	Date: 1/25/20		

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PROPOSER: Budget Sprinkler Repair LLC / Donato Vicario

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

APPENDIX N PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer 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 Request For Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposer's 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 Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal 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.

Proposer:	Budget Sprinkler Repair LLC	
Proposer's Name:	25 - 2 3 M - 1	gengal en en en en en en en en en en en en en
Proposer's Address	7007 NW 40th St.	na.
	Coral Springs, FL 33065	narinen.
Proposer's Phone N	lumber: 954-729-6054	
Proposer's Email:	Don'g BudgetSprinklerRepair a	nin
Contractor's License described in this RI		ttach copies of license(s) required for the work
14-CLS-17720-X		
	an in a managarahahahaha	
	(Sionatures o	in next pagel

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES
RFP.NO.

PROPOSER REP.NO.

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this Stay of 10 20 20 by Dericate Vical of Brown 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 Breithing County, Florida

Lincold Witness Manual Action of Breithing County, Florida

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

PROPOSER: Budget Sprinkler Repair LLC/ Donato Vicario



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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES REP NO. 20-006

APPENDIX O PROPOSER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:	
Project Name: Coral Square Mall	non an hamme are a physicisch de Parker
Contract Amount: \$117,000.00	
Contract Date: 11/23/2017	
Client Name: Simon Property Group	
Address: 9469 W. Atlantic Blvd Coral Springs, FL	
Contact Person: Abroham Garcia	
Contact Person Tel. No.: 954-755-5552	.,
Project Name: Ridgewood HOA Phase I, H, III / Pine Island Roadways	
Confract-Amount: \$45,000.00	
Contract Date: 12/9/2017	
Client Name: TMG Property Management	**************************************
Address: 3303 W. Commercial Blvd, Suite 170-G Fort Lauderdale, FL	····
Contact Person: Suze Noonan	
Contact Person Tel. No.: (954) 782-7820	

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

Project Name: 1891 West Sample Rd.	
S49,009.00 Contract Amount:	
Contract Date:	
Address: 1891 West Sample Rd. Deerfield Beach, FL. 33964	
Contact Person Tel. No.: (955)/661 49801	
Project Name: 1801 West Sample Rd. Contract Amount: 11/50/19 Contract Date: 1800 West Sample Rd. Decrived Beach, VL 33064 Address: 1801 West Sample Rd. Decrived Beach, VL 33064 Contact Person: Stephane Moltais Contact Person Fel. No.: 1955/661-0801 PROPOSER: Budget Sprinkler Repair LLC / Donato Vicario	

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

APPENDIX P SUB-CONTRACTOR LIST

In the form below, the Proposer shall list all Subcontractors to be used on this project if the Proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

CLASSIFICATION OF WORK	NAME	ADDRESS
None		
No. of the second secon		

PROPOSER: Budget Sprinkler Repair LLC/Donato Vicario

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-106

APPENDIX Q ACKNOWLEDGEMENT OF ADDENDA

roposer shall indicate receipt of any addendum by initialing below for each addendum received.							
idum No.1 DV							
Addendum No.2							
Addendum No.3							
Addendum No.4							

[Remainder of page intentionally left blank]

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TOWN OF SOLITHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES REP NO. 20-006

APPENDIX R LIABILITY CLAIMS

Pica 1.	Name	following information for all Liability Claums for the past ten (10) years: and Location of project: NONE.
2.		ct information for Project Owner:
	a.	Name:
	b.	Address:
	c.	Phone:
	· ď.	Email:
3.	Nature	e of Claim:
	·	
4.	Date o	f Claim:
5,	Resoh	ntion Date of Claim and how resolved:
6.		licable:
	a,	Court Case Number:
	b.	County:
	c.	State:
PRC	POSER:	Budget Sprinkler Repair LLC / Donato Vicario

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TOWN OF SOUTHWEST RANCHES, FLORIDA FOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

> APPENDIX S W-9

> INSERT W-9

SEE NEXT PAGE for W-9 Form

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com	W.	.9
	ctober	

Request for Taxpayer

Give Form to the

	ctober 2018)	Identification Numb	er and Certificat	requester. Do not send to the IRS.				
Department of the Transury Internal Revenue Sertes Ca to www.irm.gov/FormW9 for in			tructions and the latest inf	-	senu w um ma.			
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Budget Sprinkker Reprint 114:							
l	2. Business name/disregarded entity name, if different from above							
page 3.	fotowing seven l	m in		4 Exemplians foodes apply only to certain entities, not individuals; see instructions on page 3):				
200	Individual/solution		La Parmerano La	Exempt payee code (diany)				
Print or type. Specific leatractions on page	Note: Check U.C if the U.C another U.C t	y conypany. Embr the tex discriftion (G-C corporation, S the appropriate for in the fine above for the tex classification is a leading as a single-member LEO that is disorganized for half is not disorganized from the owner for U.S. federal tax p if from the owner should check the appointing box in the L	n of the single-member owner. In the coviner refers the owner process. Otherwise, a single-me	If the single-member owner. On not check the curver usless the owner of the LLC is code of a cod				
8	Other (see ins		manifest the Post of the Park was the safe from the advantage of the park of the park of the Park of t			turcs must be action to the U.S.)		
US.		r, street, and apt. or suite no.) See Instructions.	Requ	ester's name i	nd address	(optional)		
See	7007 NW 49th							
	6 City, state, and 7							
1	Coral Springs							
	7 List account num	ber(s) here (mittered)						
	Taxoa	yer Identification Number (TIN)		·	······································			
		propriete box. The TiN provided must metch the name	ne olven on line 1 to avoid	Secial sec	wity munt	er l		
backu	withholding. For	individuals, this is generally your social security nur ristor, or disregarded critity, see the instructions for	nber (SSN). However, for a	TT	7 [
entitio	s, it is your empto	yer identification number (EIN). If you do not have a c			لــا^ لـ			
TIIV, la		. Some the second control to a the Sant continue the Pine of	Alan can 18/6 at Alaman and	Gr.	dantifort	on number		
		n more than one name, see the instructions for line 1 prestor for guidelines on whose number to enter.	. PUSO SEE VYNAT IYAME AHO	1-1-1				
				4 5 .	3 5	6 2 4 1 1		
Part	II Certifi	sation						
Under	penalties of perju	ry, I certify that:						
2.1 am Serv	not subject to ba	n fris form is my correct texpayer identification numl ckup withholding because: (a) I am exempt from bar, i subject to backup withholding as a result of a failur ackup withholding; and	kup withholding, or (b) I have	e not been no	titled by	he Internal Revenue		
		other U.S. person (defined below); and						
		thered on this form (if any) indicating that I am exemp						
you has acruint	ve falled to report i	s. You must cross out hem? above if you have been ten all interest and dividends on your tex recum. For real as int of secured property, cancellation of deith, contribution idends, you are not required to sign the certification, b	ture transactions, kem 2 does ans to un individual retkemen	not apply. For	r mortgage (IFA), and	interest paid, governiy, payments		
Sign Here	Signature of U.S. person	Donato Vicario	Date #	1/7/2020				
Gen	eral Instr	uctions	• Form 1039-DIV (divident	ds, including	those from	stocks or mutual		
Section noted.	n references are t	of the Internal Flevenue Code unless otherwise	• Form 1099-MISC (varior proceeds)	rs types of he	come, pro	es, awards, or gross		
related	to Form W-9 and	or the latest information about developments its instructions, such as legislation enacted	 Form 1099-B (stock or r transactions by brokers) 	radual lond s	dos and c	ertain other		
	·	s, go to www.ira.gov/FormW9.	Form 1093-S (proceeds from real estate transactions)					
Purp	ose of Fon	m	• Form 1099-K (merchant	card and this	d party no	fwork transactions)		
Intorma	ation return with t	orm W-9 requester) who is required to file an ne IRS must obtain your correct taxpayer	 Form 1098 (home mortg 1098-T (tu/tion) 	age interest).	1098-E (s	tideré loan intenesti,		
Identific	cation number (II)	N) which may be your social security number or Identification number (ITIM), adoption	• Form 1099-C (canceled					
laxpay	er Identification n	inher (ATIN), or employer identification number	 Form 1099 A (acquisition 					
(EIM), to amoun	o report on an ink t reportable on ar	rmation return the amount paid to you, or other information return. Examples of information	Use Form W-9 only if you allen), to provide your con	ect TIN.		-		
	1099-INT (interes	not firstled to, the full using. It earned or paid)	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.					

FOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

> APPENDIX T PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

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TOURS OF CONTINUEST DANIONES BY ODDA S

ACORD	CERTIFICATE OF LIABILITY INSURANCE
	BUDGE-1
	TOWN-WIDE IRRIGATION MAINTENANCE SERVICE
	CONTRACT FOR
	TOWN OF SOUTHWEST RANCHES, FLORIDA

OP ID: MSAM DATE (MINIDOWYYY) 01/27/2020 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(les) 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). 877-304-2323 CONTACT Marlon Sam PRODUCER
M&L Insurance Agency, Inc.
2885 N.University Dr. Sto. 110
Coral Springs, FL 32056
Dayld Vaandering PHONE (ACC, Mr. Ext): 877-304-2323 [ACC, Mr. Ext): marion@mlinsurance.net FAX 100:954-840-0320 INSURERUST AFFORDING COVERAGE 35378 WEURER B. MetLife Auto & Home NSIMED BUDGET SPRINKLER REPAIR LLC 7007 NW 40TH STREET CORAL SPRINGS, FL 33065 26298 NSURER C: BISURERD: MOURER E: MSURERF: 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 PERSOD 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. TYPE OF IMBURANCE POLICY NUMBER A X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO REVITED PREMISES (Eaccure CLAIMS-MADE X OCCUR 100,000 SEP6801 X 02/05/2018 02/05/2020 5,000 MED EXP (Any one person) 2,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER

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ACORD 26 (2016/03)

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	116 S. ANDREWS AVE. FT. LAUDERDALE, FL 33301				Authorized representative David Vaandering					

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ACORD 25 (2016/03)

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-406

APPENDIX U 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 fier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization:	Budget Sprinkler Repair LLC
Street address:	7007 NW 40th St
City, State, Zir	Coral Springs, FL 33065
Certified By:	Donato Vicario
	(type or print)
Title:	resident / Owner
Signature: <u>D</u>	Secto Vilaco Date 1/25/20

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RFP 20-006

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTÉNANCE SERVICES RFP NO. 26-006

APPENDIX V STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Procurement and Budget Officer Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330 or Email: vredman@southwestranches.org

REASONS

1.	Do not offer this product/service or equivalent.	
2	Schedule would not permit.	
3	Insufficient time to respond to solicitation.	
4	Unable to meet specifications / scope of work.	
5	Specifications "too tight" (i.e. geared to specific brand or manufacturer).	
б	Specifications not clear.	
7	Unable to meet bond and / or insurance requirements.	
8	Solicitation addressed incorrectly, delayed in forwarding of mail.	
9	Other (Explanation provided below or by separate attachment).	
Explanatio	on:	
and the second s		
The Town	may defete the names of those persons or businesses who fail to respond to tos, who fail to return this Statement, or as requested.	hree (3)
Desire to r	receive future Town solicitations? X Yes No	

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RFP 20-006

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE BRIGATION MAINTENANCE SERVICES RFP NO. 20-006

COMPANY: Budget Sprinkler Repair LLC			
NAME:			
HTLE: President / Owner			
ADDRESS: 7007 NW 40th St Coral Springs, FL	and the second second		
TELEPHONE: (_954)729-6054	DATE: _	1/25/20	

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TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

APPENDIX W 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), Plorida 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 COMP-TROLLER 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment us 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).

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).

II. 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

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES REP NO. 20-006

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.

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

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. Respondents must be able and willing to comply with the Town's FEMA Compliant documentation submission requirements.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 IJ.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.

Southwest Ranches Council

Mayor Doug McKay Vice Mayor Dee Schroeder Delsa Amundson Bob Hartmann Gary Jablonski



Town AdministratorAndrew D. Berns

REQUEST FOR PROPOSALS

RFP No. 20-006

Town of Southwest Ranches is seeking proposals for:

TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

Date issued/available for distribution: December 13, 2019

Proposer shall submit one (1) unbound original, six (6) bound copies of the completed Proposal, and one (1) electronic copy of the entire Proposal in a PDF or similar format, which must be received by the Budget and Procurement Office no later than **Tuesday**, **January 28**, **2020**, at **11:45 a.m.** local time. *See* Section 1.7 for mailing instructions.

Mandatory Pre-Proposal Conference: Tuesday, January 7, 2020 at 12:00 p.m. local time. *See* Section 1.3, of this RFP for the location of the Pre-Proposal Conference.

ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER

CAUTION

Amendments to this Request For Proposals will be posted on the Southwest Ranches Procurement Department's website which can be accessed at http://southwestranches.org/procurement as they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is the proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of Proposals.

Southwest Ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATIVE FORMAT.

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Town of Southwest Ranches, Florida ("Town"), in the Budget and Procurement office, 13400 Griffin Road, Southwest Ranches, Florida, 33330, up to 11:45 a.m., local time, and opened in the Grand Oak Conference Room on Tuesday, January 28, 2020, for all material, labor, equipment and supplies necessary for:

TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

To better manage document disbursement for the Proposal process, the Town will make Proposal documents available on the Southwest Ranches Procurement Department's website which can be accessed at:

http://southwestranches.org/procurement.

To review the Proposal documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the Proposal documents, or contact Venessa Redman at (954) 434 0008 ext. 7467, or e mail at vredman@southwestranches.org.

It is recommended that all Proposers download and submit a disclosure form for the project of interest. This information is used to notify Proposers via email of project information updates (Addendums, Proposal date changes, etc.). The disclosure form download is also available on the website listed above.

All Proposals shall be submitted in accordance with General Provisions, Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Mandatory Pre-Proposal Conference will be held on Tuesday, January 7, 2020 at 12:00 p.m., in the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Proposals requested shall be set forth in the Proposal and the Proposal Form attached to and forming a part of the Specifications.

Prior to execution of a contract, Proposer shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Proposer does not have a written non-discrimination policy, Proposer shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.35, of the Request For Proposals.

The Town reserves the right to reject any or all Proposals.

CONTRACT DATA

Contract Title: Town Wide Irrigation Maintenance Services

Contract Number: RFP No.: 20-006

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road

Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator

13400 Griffin Road

Southwest Ranches, FL 33330

Phone: 954-434-0008 Fax: 954-434-1490

Designated Contract

Manager: December Lauretano-Haines, Parks Recreation

and Open Space Manager

13400 Griffin Road

Southwest Ranches, FL 33330

Phone: 954-434-0008 Fax: 954-434-1490

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposals ("RFP") is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida ("Town"), by and through its Procurement and Budget Department ("Department"). The Department is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (*See* Section 1.8).

1.2 PURPOSE OF THE PROJECT

The Department is soliciting proposals from qualified and experienced firms for all material, labor, equipment and supplies necessary for Irrigation Maintenance Services. Irrigation Maintenance Services, including but not limited to, irrigation maintenance, repair service, and other maintenance services as required.

1.3 MANDATORY PRE-PROPOSAL CONFERENCE

All Proposers are **required** to have a representative attend a Mandatory Pre-Proposal Conference, which will be held in the Town's Grand Oak Conference Room or Council Chambers located at Town Hall on **Tuesday**, **January 7**, **2020**, **at 12:00 p.m. local time**.

At this meeting, maps will be distributed showing all areas where work is to be performed. There will be a Town representative available to answer questions relative to this RFP however, proposers should not rely on any representations, statements or explanations other than those made by this RFP or a formal Amendment to the RFP. Any questions or comments arising subsequent to the Pre-Proposal Conference must be presented, in writing, to the Contact Person (See Section 1.8) prior to the date and time stated in the Timetable (See Section 1.6).

A PROPOSERS FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE SHALL RESULT IN DISQUALIFICATION OF ITS PROPOSAL.

All proposers shall be required to sign an attendance sheet, which will be collected at the end of the Mandatory Pre-Proposal Conference. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the Mandatory Pre-Proposal Conference.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days' notice.

1.4 QUALIFICATIONS OF PROPOSERS

All Proposers to this RFP shall have demonstrated experience in irrigation maintenance services.

Evidence that the Proposer holds appropriate licenses to perform the work subject to this Proposal, and as required by Florida Statues and local law, must be submitted along with

Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

1.5 OPPORTUNITY OFFERED

The initial contract for services ("Contract") is for a five (5) year term. The Contract may be renewed upon mutual agreement of the parties, subject to the terms and conditions of the Contract. Extensions of the Contract may not exceed fifteen (15) years.

Upon completion of the initial term of the Contract, the maximum annual fee may be increased on annual basis at the Town's discretion. Such increase shall not exceed five percent (5%) of the annual fee under the existing Contract.

Contractor acknowledges that the annual fee is the maximum amount payable to the Contractor and limits the Towns monetary obligation under the Contract. The monetary limitation does not constitute a limitation upon contractor's obligation to perform services under the Contract.

1.6 TIMETABLE

The anticipated schedule and deadline for this RFP is as follows:

Activity	Date, Time and Location
RFP available for download on website	On or about: Tuesday, December 13, 2019 at:
	http://southwestranches.org/procurement
Mandatory Pre-Proposal Conference	12:00 p.m. local time, on Tuesday January 7,
	2020 at Town's Grand Oak Conference Room
	located at Town Hall.
Deadline for Submission of Written	Tuesday, January 21, 2020, at the Office of the
Comments/Questions	Procurement, 13400 Griffin Road, Southwest
	Ranches, FL 33330.
Deadline for Submission of Proposals	11:45 a.m. local time, on Tuesday, January 28,
	2020, at the Office of the Procurement, 13400
	Griffin Road, Southwest Ranches, FL 33330.
Public Opening	11:45 a.m. local time, on Tuesday, January 28,
	2020, at the Grand Oak Conference Room,
	13400 Griffin Road, Southwest Ranches, FL
	33330.
Selection Committee meeting(s); and	Tuesday, February 4, 2020, 12:00 p.m.
	Wednesday, February 5, 2020, beginning at
Oral Presentations (by invitation, if necessary)	12:00 p.m.
Award Date	Thursday, January 23, 2020.

1.7 PROPOSAL SUBMISSION

Proposals must be accompanied by a Cashier's Check or Proposal Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base Proposal to guarantee a contract is promptly executed, Payment Bond, Performance Bond and Insurance Certificates are furnished. The return of Cashier's Checks or other cash security to Proposers shall be subject to the time periods for payment in the Florida Prompt Payment Act, Section 287.70, et seq. It is anticipated that Proposals will be opened at 11:45 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Tuesday, January 28, 2020.

All Proposals must be submitted on 8 1/2 x 11-inch paper. One (1) unbound original and six (6) hard copies of the complete Proposal must be received by the Town no later than 11:45 a.m. local time on Tuesday, January 28, 2020. Proposers must also submit an electronic copy of the Proposal on CD or flash drive in PDF or similar format. The original and all copies must be submitted in a sealed envelope or container. The Proposers complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name Address Phone Number

> Town of Southwest Ranches Venessa Redman, Sr. Procurement & Budget Officer Procurement Department 13400 Griffin Road Southwest Ranches, FL 33330

RFP No.: 20-006

TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

Due Date: Tuesday, January 28, 2020

Hand carried Proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Town.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper of envelope used by such service.

The submission of a signed Proposal by a Proposer will be considered by the Town as constituting a legal offer by the Proposer to provide services required by this RFP at the proposed price identified therein.

No Proposals will be accepted after the deadline for submission of Proposals or at any location other than the location designated in this RFP.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

1.8 CONTACT PERSON

The individual designated as the "Contact Person" for the RFP is:

Venessa Redman, Senior Budget and Procurement Officer 13400 Griffin Road Southwest Ranches, FL 33330 Phone: 954 434 0008 Ext. 7467

Fax: 954 434 1490

Email: vredman@southwestranches.org

1.9 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e mail, U.S. Mail no later than Tuesday, January 21, 2019, to the address listed in this RFP Timetable (*See* Section 1.6) or fax number or e mail address listed for the Contact Person (*See* Section 1.8). The request must contain the proposer's name, address, phone number, facsimile number and e mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and e mail address.

Changes to this RFP, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of Proposals. Proposers should not rely on any representations, statements, or explanation other than those made by this RFP or in any Amendment to this RFP. Where there appears to be a conflict between this RFP and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFP will be posted on Town of Southwest Ranches Purchasing Department website which can be accessed at http://southwestranches.org/procurement/.

It is the sole responsibility of Proposer to routinely check for any Amendments that may have been issued prior to the deadline for submission of proposals. Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.8) that proposer has received all Amendments to this RFP prior to the submission of its proposal.

1.10 PROCUREMENT CODE

Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town

1.11 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, lobbyist, or consultant and the Town Council members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee. See Article IX, Sec. 2 208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

During the effective period of the Cone of Silence, any party that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the selection committee, the procurement consultant, Herb Hyman, CPPO, CPPB and/or the Town Council relative to this RFP, except as may be permitted or required during public meetings of the Town Council.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFP award to said Proposer voidable by the Town, at the Town's sole discretion.

1.12 PUBLIC OPENING

A public opening, of Proposals, will take place on Tuesday, January 28, 2020, at 11:45 a.m. local time in the Town Grand Oak Conference Room.

The identity of the Proposers and respective total Proposal price shall be read aloud. However, no additional information set forth in the Proposal shall be made public until the time of a notice of an "Intended award" or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of Proposals, the Town will look for any unbalanced Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize. The Town intends to award a Contract to the lowest, responsive and responsible Proposer in accordance with the terms of this RFP and the Town's Procurement Code.

In the award of a Contract pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

1.13 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this RFP are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information. Parties shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any Proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the RFP, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

The Town reserves the right to reject any or all portions of any Proposal, to reject all Proposals, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein, are for proposal purposes only and, will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Proposers guarantee their commitment, compliance, and adherence to all requirements of this RFP by submission of their proposals.

2.2 PROPOSAL FORMAT AND CONTENT

2.2.1 <u>Technical Proposal</u>. Proposals must contain all of the documents included in the appendix, each fully completed, signed and notarized, as required. Failure of a Proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

Proposers must use the Proposal form(s) furnished by the Town and included in the appendix of the RFP. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the Proposal documents may invalidate the Proposal. Also, Proposals having an erasure or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A Proposal submission in pencil will not be accepted.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (*See* Section 1.6) or the proposal shall be deemed non-responsive.

The Department reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient ability to perform under the Agreement.

Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive. Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any non-minor irregularity relating to the proposal.

2.3 PROPOSAL SCHEDULE

Each proposer shall submit a completed Proposal Schedule, included as Appendix "A". Pricing in the Proposal Schedule shall include all labor, equipment and materials necessary to complete the work in accordance with the contract documents, schedules, plans, and all issued addenda.

Proposer warrants that the prices, terms and conditions quoted in the Proposal Schedule will be firm for a period of ninety (90) days from the date of the Proposal opening. If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk, and errors will not release the Proposer from performance of the Contract at the Proposal price.

2.4 MODIFIED PROPOSALS

Proposers may submit a modified Proposal to replace all or any portion of a previously submitted Proposal until the deadline for submission of Proposals specified in the RFP Timetable (*See* Section 1.6). The Town will only consider the latest proposal submitted.

2.5 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn, only by written notification to the Town, prior to the opening of Proposals. (*See* Section 1.6). After the opening of Proposals, they shall be irrevocable for a period of one hundred and twenty (120) days. Unless withdrawn, as provided in this section, a Proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a Proposal, without permission of the Town, prior to the expiration of the 120-day timeframe may be debarred and are subject to forfeiture of the Proposal Security.

2.6 LATE PROPOSAL, LATE MODIFIED PROPOSAL

Proposals and/or modifications to Proposals received after the deadline for submission of Proposals specified in the RFP Timetable (*See* Section 1.6) shall not be considered.

2.7 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all Proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the Proposals received as a result of this RFP. In addition, the Town of Southwest Ranches Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next lowest, responsive and responsible Proposer, or to readvertise the project, in its sole discretion.

2.8 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of Proposals, or any work performed in connection therewith, shall be borne by the Proposer.

2.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

2.10 RIGHT TO PROTEST

For purposes of this RFP, the term "Purchasing Code" shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference ("Bid Protest"). By responding to this RFP, all Proposers agree that the Bid Protest procedures set forth in the Code are applicable to this RFP.

Any Proposer may protest a recommendation for award, by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Director of Purchasing at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for this RFP and the Contract Award. Also, price, responsibility, and responsiveness of the Proposer, including the financial position, experience, staffing, equipment, materials, and references of Contractor, and past history of service by Contractor to the Town and/or with other units of state, and/or local government in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

2.12 EVALUATION OF PROPOSALS

Proposals will be evaluated by the Selection Committee (the "SC") process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town's Procurement Code. The SC will analyze Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices. The SC may require an interview or presentation to assist their evaluation of the services and prices being offered.

Proposals shall be evaluated based on the following point system:

Evaluation Criteria	
	Points
1. Price (Proposal Forms);	40

2. Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Irrigation Maintenance Services;	25
3. Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of services to be provided, including table or organization and auxiliary services, and compliance with 2 CFR 200.	10
4. Past and present performance including information disclosed by references;	10
5. Price of auxiliary services from Maintenance Proposal: Price List by Service;	10
6. Professional certifications and memberships.	5
TOTAL POINTS	100

2.13 PROFESSIONAL ORGANIZATIONS

In accordance with the evaluation factors (*See* Section 2.12), preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:

- A. Certificate of Training, Best Management Practices, Florida Green Industries, issued by the Florida Department of Environmental Protection.
- B. Certification (any/all) from Florida Nursery Growers & Landscape Association (FNGLA).
- C. Membership in Florida Nursery Growers & Landscape Association (FNGLA).
- D. Membership in Florida Urban Forestry Council (FUFC).
- E. Membership in Florida Turfgrass Association (FTGA).

2.14 AWARD

The Town intends to award a contract to the lowest, responsive and responsible Proposer whose Proposal meets the requirements of this RFP, and in accordance with the Town's Procurement Code.

The Town reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town. Final determination and award of Contract shall be made by the Town Council.

In the award of a Contract, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

2.15 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RFP. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.16 ASSIGNMENT

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

2.17 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re-advertise the RFP, in its sole discretion.

2.18 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Proposer shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.19 COMPLIANCE WITH LAW

Proposer shall comply with all applicable laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to this RFP and any Contract awarded. Proposer shall obtain and maintain any and all permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.20 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Proposer

or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor is responsible.

2.21 INDEMNIFICATION

To the fullest extent permitted by Florida law the Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract or anyone else for whose actions Proposer may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.22 SECONDARY/OTHER VENDORS

The Town reserves the right, in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner, to seek other sources without violating the intent of this RFP or the Contract awarded.

2.23 DEFAULT PROVISION

In case of default by the Proposer, the Town may procure the articles or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

2.24 GOVERNING LAW

The validity of this RFP, the Contract awarded and the interpretation of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.25 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFP. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.26 REMEDIES FOR BREACH

Should the selected Proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure and Proposer shall have fourteen (14) days to cure such failure or within time frames as set forth in the Contract. If Proposer fails to cure, then the Town

shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Proposer for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

2.27 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a Proposal 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. Proposer 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.

In accordance with Florida Statutes, 119.071(1)(b)(2) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the Proposals, proposals, or final replies, whichever is earlier.

To the extent that Proposer 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 RFP process, Proposer shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Proposer agrees to keep and maintain public records required by the Town in Proposer's possession or control in connection with Proposer's performance under this RFP 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. Proposer 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 Proposer does not transfer the records to the Town.

Upon completion of the Contract, Proposer agrees, at no cost to Town, to transfer to the Town all public records in possession of the Proposer or keep and maintain public records required by the Town to perform the service. If the Proposer transfers all public records to the Town upon completion of the Contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the Contract, the Proposer 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.

Proposer'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 PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434 0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

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

Proposer shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Contract for cause.

2.29 CONTRACT PROVISIONS (EXHIBIT "A")

- 2.29.1 <u>Agreement</u>. The selected Proposer will be required to execute a contract in a form and substance similar to the attached Example Agreement (Exhibit "A"), subject to negotiated exceptions.
- 2.29.2 <u>Authorization to Sign</u>. In addition to executing the Agreement, the selected Proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected Proposer is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected Proposer is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

2.30 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Proposer is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposer shall be liable for any damage or loss to the Town occasioned by negligence, intentional acts, or omissions of the Proposer, his agents, subcontractors, or any person the Proposer utilizes in the completion of his contract. Proposer shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish

these documents or to have required licensure will be grounds for rejecting the Proposal as non-responsive.

The Proposal shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

2.31 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected Proposer to provide certified copies of all insurance policies specified in the Agreement (Exhibit "A"). The selected Proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the Agreement (See Exhibit "A"). Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained therein, as well as the Town's review or acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected Proposer under the Agreement.

Prior to award and prior to commencing Work, the Successful Proposer shall provide to the Town certified copies of all insurance policies. The insurance policies shall provide coverage as outlined below:

- 2.31.1 <u>Worker's Compensation Insurance</u> is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Proposer shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- 2.31.2 <u>Business Automobile Liability Insurance</u> Proposer 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.
- 2.31.3 <u>Commercial General Liability.</u> Proposer 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.

2.32 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES Attn: Andrew D. Berns, Town Administrator 13400 Griffin Road. Southwest Ranches, FL 33330

and

Broward County Board of County Commissioners 115 S. Andrews Avenue Fort Lauderdale, FL 33301

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposer and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of the vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposers are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided in the appendix and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding. The Proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Proposal protest or sue the Town by virtue of such cancellation or rescission.

2.33 SECURITY AND BONDING REQUIREMENTS

Simultaneous with the delivery of an executed Proposal to the Town, Proposers shall furnish a Proposal Security in an amount equal to five percent (5%) of the total gross amount of the Proposal. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's payable to the Town of Southwest Ranches, Florida and drawn on a Florida bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

2.34 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any Proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a Proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.35 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions 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.

Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Proposer further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Agreement, disqualification or debarment of Proposer from participating in Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.36 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit ("DOIA") must be completed on behalf of any individual or business entity that seeks to do business with the Town. 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.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.37 CONFLICT OF INTEREST

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

2.38 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, proposals, or replies on leases of real property to a 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 s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public entity Crimes, and submit it with its proposal.

SECTION 3 CONTRACT

3.1 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the proposal item shall be included in the unit price for the item.

3.2 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied

whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, unless otherwise specifically stated.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding, shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

3.3 CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order or Change Directive. Upon receipt of a Change Order or written Change Directive, Contractor shall promptly proceed with the Work included in the Change Order or Change Directive.

The Town and Contractor shall execute appropriate Change Orders or Change Directives which may include: 1) additions, deletions or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in section 3.4— "Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work".

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required to be given to a surety, the giving of such notice will be Contractor's responsibility, and the amount of each applicable Bond may be adjusted accordingly.

3.4 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Proposal price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities shown in the Proposal and Proposal Form are approximate only and are subject to either increase or decrease. The quantities indicated are estimates based on the scope of the project. Unless authorized by the Town, via Change Order or Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Proposal, Proposal Form and Contract.

3.4.1 <u>Change Order</u>. The Contract may be changed only by a Change Order or Change Directive approved by the Town. Any increase or decrease in the Contract Price or adjustment

in the Contract Time shall be based on written notice, by the Contractor to the Town. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for change in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town in its sole discretion, shall decide, whether to issue a written Change Order.

3.4.2 <u>Unit Prices</u>. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price item multiplied by the quantity. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor's overhead and profit.

3.5 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. The quality and acceptance of workmanship will be determined during site inspections by the Town. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

- 3.5.1 Owner May Stop the Work. If Work is defective, Contractor fails to supply sufficiently skilled workers, suitable materials or equipment, fails to furnish or perform the Work in a manner that will result in Work that strictly conform to the Contract Documents, the Town may order Contractor to Stop the Work, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.
- 3.5.2 <u>Correction or Removal of Defective Work</u>. If required by Town, Contractor shall within twenty-four (24) hours and at its sole expense, correct all defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal nor shall Contractor be entitled to any time extension in connection therewith.
- 3.5.3 Acceptance of Defective Work. Instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in Section 3.3 "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.

- 3.5.4 <u>Town May Correct Defective Work</u>. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within twenty-four (24) hours of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously. The Town reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on line items in the Proposal Forms.
- 3.5.5 <u>Contractor's Failure to Perform.</u> Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have fifteen (15) days thereafter to cure such failure. If Contractor is unable or unwilling to cure such Failure to Perform, then Town shall receive a refund equal to the actual cost of a third party to cure such failure and may immediately terminate any contract award for default. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.
- 3.5.6 <u>Termination for Convenience</u>. The Town shall have the right to terminate the contract for convenience upon thirty (30) days written notice. In the event of a Termination for Convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination, but shall have no further liability or responsibility to the Contractor. Contractor hereby waives any and all claims for additional compensation and damages, including but not limited to loss of anticipated profits on work not performed. In the event a termination for default is later determined by a court of competent jurisdiction to be wrongful or without cause, the termination shall automatically be deemed one for convenience and Contractor's sole compensation shall be in accordance with this section. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

3.6 SUSPENSION OF WORK AND TERMINATION

The Town may terminate all Work if Contractor violates any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract terminate the services of the Contractor. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the costs of completing the Work exceeds the unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive Proposals for the Work except as required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for unfinished or defective Work and such payment shall not be evidence of acceptance of any defective Work.

Upon thirty day (30) written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at

the Town's convenience. In such case, Contractor shall be paid for all Work executed 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.

3.7 PAYMENT

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

Contractor shall render all Work to the Town at the quoted price stipulated in the Proposal and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at prices stipulated in Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant to any written Change Order executed by Town and Contractor in accordance with the terms and conditions of this RFP and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town determines in its sole discretion.

No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

The Town Administrator may withhold, in whole or in part, payment for Work deemed inadequate or defective which has not been remedied in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town. Payment may be withheld for Contractor's failure to comply with terms, conditions or requirements of the Agreement.

3.8 METHOD OF PAYMENT

The method of payment (check/credit card) is at the Town's discretion. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card ("P-CARD"). Payments made by P-CARD shall be accepted on a "same as cash" basis. No other costs,

including but not limited to, service charge, fee, or penalty shall be billed to the Town, for payments rendered by P-Card.

3.9 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Proposer shall have full responsibility with respect to physical conditions in or relating to existing surface structures. By submitting its Proposal, Proposer represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Proposal.

Proposer shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 3.2 – "Changes in the Work".

In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown within the Contract Documents, from those ordinarily encountered, or of an unusual nature, Contractor, without disturbing the conditions and before performing any Work, shall within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the differing conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

It shall be Proposers responsibility to locate any underground or overhead utility lines or equipment.

SECTION 4 RESPONSIBILITIES

4.1 PROPOSER'S RESPONSIBILITIES

- 4.1.1 <u>Meeting with the Town.</u> The Contractor's President/Chief Operating Officer must be available to attend meetings with the Town and/or it's designee within 24 hours of notification.
- 4.1.2 On Call. The Contractor, or an employee of the Contractor approved by the Town, must be on 24-hour call, at all times, for emergency purposes.

<u>Supervision of Work.</u> Proposer shall supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Proposer shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for the Work. Proposer shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

- 4.1.4 <u>Communication</u>. For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.
- 4.1.5 <u>Safety Precautions</u>. The Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work subject to the RFP and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.
- 4.1.6 <u>Debris Removal</u>. All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with local, state and federal regulations. Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, at both the trial and appellate levels, caused by Proposer's improper disposal, site cleanup or failure to comply with any applicable environmental laws.
- 4.1.7 <u>Sub-contractor</u>. If the Proposer intends to use sub-contractors to perform any work pursuant to the RFP, the sub-contractors are subject to prior approval by the Town. Proposer shall be fully responsible to the Town for all acts and omissions of any sub-contractors, suppliers, other persons and organizations performing or furnishing any of the Work under the Contract to the same extent in which Proposer is responsible for Proposer's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.
- 4.1.8 <u>Site Conditions.</u> All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Proposer shall keep the Work Site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Proposer shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town.

- 4.1.9 <u>Loss Prevention</u>. Proposer shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Work Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items.
- 4.1.10 <u>Sales Tax.</u> As set forth in the terms of this RFP, Proposer shall pay all sales, consumer, use and other similar taxes and should not include taxes in Proposal prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Proposer to procure all necessary permits and licenses the cost of which shall be deemed included in the Proposal price.

4.2 IRRIGATION MAINTENANCE BASE STANDARDS

Prior to the commencement of the maintenance program, the Contractor shall have thirty (30) days from the execution of the contract to inspect the irrigation systems and prepare an initial inspection report cataloging existing damage, incorrect operation and coverage to the Town. After this initial inspection report, the Contractor shall be responsible for the integrity of the systems and repairs as referenced in Section 4.3.1, below.

4.3 MONTHLY REPORTS

Contractor shall provide to the Town's Designee written irrigation schedules and written monthly reports regarding the function of the irrigation systems, and itemizing all authorized repairs performed.

The Contractor's monthly invoice shall itemize all components replaced by the Contractor in accordance with unit prices set forth in the Contractor's proposal.

The Contractor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be the responsibility of the Contractor as described in Section 5.7 Quality of Services.

4.4 OPERATION AND MAINTENANCE OF IRRIGATION SYSTEM

The Contractor shall be responsible for the operation and maintenance of the automatic irrigation systems and for setting and adjusting the time clocks and water sensor devices to ensure proper watering of all plant material and turf in the landscape. The Contractor shall notify the Town's Designee of any sprinkler system malfunctions within 24 hours of the Contractor's observation of said malfunction(s).

4.4.1 <u>Riser Repair.</u> The Contractor shall be responsible for the labor and supervision for minor irrigation repairs to the risers, sprinkler heads, any lines up to and including two (2) inches in diameter, as required to keep the systems operating. Major repairs to main lines, pumps and intake piping and any incidental items shall be reimbursed by the Town. Reimbursable repair work shall require authorization by the Town's Designee prior to commencement.

- 4.4.2 <u>Irrigation timers</u> shall be checked at least once (1) per week or as may otherwise be required.
- 4.4.3 <u>Monthly Maintenance</u>. The Contractor shall, at least once (1) per month, fully operate all irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the Contractor's operation shall be replaced with the same equipment and by the same manufacturer as originally installed unless otherwise approved by the Town's Designee.
- 4.4.4 <u>Capacity</u>. The irrigation shall be capable of providing 1½ inch of water to all turf and shrub beds each week or as often as required to provide for a uniform lush green landscape appearance. The systems shall be adjusted by the Contractor during the various seasons. The Contractor shall be required to make all repairs within a minimum twenty-four (24) hour time period or sooner as directed by the Town's Designee. Any form of damage to the irrigation systems must be reported to the Town's Designee in writing within 24 hours of discovery.
- 4.4.5 <u>Drought Conditions.</u> Contractor shall irrigate as necessary during periods of little or no rainfall using the automatic irrigation systems and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Contractor is responsible for compliance with any water restrictions imposed by any local, county or state agencies.
- 4.4.6 <u>Rust Inhibition</u>. The Contractor shall add chemical injections for rust inhibition to the system(s) and will be responsible for monthly maintenance of chemicals, as needed or directed by the Town's Designee.

4.5 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Proposer to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Proposer or anyone else to exercise this right. The Proposer shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

4.6 EQUIPMENT STORAGE AND MOBILIZATION

The Proposer must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents, and shall be responsible for the storage of all materials and equipment at Proposer's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties. No equipment shall be parked overnight in the medians, right-of-way or on Town Property without the Town's prior written consent.

4.7 HOURS OF OPERATION

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

SECTION 5 SCOPE OF SERVICES

5.1 PROJECT LIMITS

This RFP pertains to the maintenance of publicly owned properties throughout the Town, including but not limited to Roads, Rights-of-Way, and Recreational Trail. The maintenance area is bounded on the north by Griffin Road, the south by Sheridan Street, the east by Flamingo Road and to the west slightly beyond US 27. See Maintenance Locations /Zones list for all delineated areas to be maintained.

5.2 ADDITIONS OR DELETIONS OF MAINTENANCE AREA

At the Town's discretion, it may add new maintenance areas, delete maintenance areas, reduce the frequency of service, discontinue service by Contractor or request the resumption of service to a previously discontinued area, at any given time during the life of the Contract. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms. Upon the Town's written request to the Contractor to add a new maintenance area to the Contract or resume service to a previously terminated maintenance area, Contractor shall commence maintenance to said area within ten (10) days. Service to locations deleted by the Town for durations less than the remaining life of the contract may be resumed at any time for the originally proposed contract value.

At the Town's discretion, it may delete maintenance areas or the frequency of maintenance from the contract at any given time during the life of the contract, for the life of the contract, or lesser durations. The Town shall give the Contractor ten (10) calendar day's written notice prior to the deletion of a maintenance area for any given period of time. Deleted areas, if less than the entire maintenance area, shall be evaluated using unit prices in the proposal forms.

5.3 DAMAGE BY CONTRACTOR

Any damage to the road, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the Contractor shall be repaired, at the Contractors expense, to the Town's satisfaction. Failure to restore damages within three (3) working days, following written notification, shall result in a deduction from Contractor's next invoice of the Town's expenses for labor, material, services or equipment, including all related Administrative costs incurred by the Town to restore the property to its original condition. Notification shall be by letter, fax or email.

5.4 CONTRACTOR'S PERSONNEL

Contractor shall employ personnel competent to perform the work specified herein. The Town reserves the right to request the removal of a Contractor's employee from performing maintenance upon the Town's property where such employee's performance or actions are detrimental to the Town. Contactor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. (*See* Drug-Free Workplace Certification Form).

5.5 CONTRACTOR'S VEHICLES

Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1-½ inch letters. In addition, vehicles shall bear a magnetic sign on each side stating "Contractor for Southwest Ranches Public Works" when performing work hereunder.

5.6 QUALITY OF SERVICES

The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be addressed by the Contractor in accordance with Section 3.4.

For each re-inspection required, the Town shall have the discretion to deduct a flat fee of five hundred (\$500) dollars per site re-inspection.

SECTION 6 GENERAL REQUIREMENTS

6.1 DISPOSAL

No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The Contractor must closely adhere to all local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup. Contractor further agrees to indemnify, defend and hold Town harmless from any penalties, injury or damage resulting from non-compliance.

6.2 LAWS AND PERMITS

Contractor shall comply with all applicable federal, state and local laws, regulations and ordinances. It is the responsibility of the Contractor to procure all necessary permits and licenses for performance of all work hereunder.

6.3 COMPLETION OF TASK

The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the Town within 24 hours of notification, unless otherwise agreed upon by Town's Designee.

6.4 ADDITIONAL SERVICES

Additional services required shall be evaluated by both the Town and the Contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at similar sites.

6.5 REPAIRS

The Contractor shall notify the Town, within the same work day as discovered, of any items in need of repair, restoration and/or replacement. The Town may request a proposal for the repair, restoration and/or replacement of the material. The Town reserves the right to seek alternate proposals and to engage the services of others to perform repairs.

6.6 VANDALISM

In the event the Contractor discovers or is made aware of damage, vandalism or theft at a Site specified herein, the Contractor shall notify the Town's Designee within 30 minutes of such discovery.

6.7 STAGING

The Contractor shall be prohibited from having his vehicles enter Work Sites without the prior consent of the Town's Designee. The Contractor shall provide a written staging location plan for the Town's approval prior to commencement of any work.

6.8 FORCE MAJEURE

In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the Town reserves the right to adjust, modify or suspend services at any and all locations.

6.9 UNIFORMS

At all times while performing the work subject to RFP, all of the Contractor's personnel shall be required to wear uniforms (e.g. work shirts, etc.) clearly identifying the Contractor's company name, and a Contractor- supplied name and photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from Town property.

SECTION 7 SPECIAL REQUIREMENTS

7.1 COMMUNICATION

For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor who can read, write, and speak English fluently is required. The Project Manager or Work Crew Supervisor shall have proven technical and managerial experience in grounds maintenance. The

Town reserves the right in its sole discretion to approve or disapprove selection of the Project Manager / Work Crew Supervisor.

7.2 EMERGENCY

In the event of an emergency including but not limited to: storm, tornado, hurricane, auto accident, or any other emergency, that causes a roadway or pedestrian area to be obstructed, the contractor shall be available on a first priority basis (within 24 hours). Contractor shall remove obstruction and legally dispose of same at an EPA or Town approved dump site.

SECTION 8 DEFINITIONS

<u>ADDENDA</u>. Written or graphic instruments which clarify, correct or revise the proposal documents or the Contract Documents for this Request for Proposal.

PROPOSAL. The offer or proposal to perform all services required in this Request for Proposal.

<u>BOARD AND BATTEN.</u> method of supporting plant material which utilizes 2 X 4 (or larger) lumber battens, and burlap wrapping installed on a tree trunk to protect it from injury. Specified for trees of greater than 3 inches in caliper.

<u>BOND</u>. Proposal, performance and payment bonds which guarantee performance of obligations specified in the Contract.

<u>CHANGE ORDER</u>. A document which amends the scope of services, scheduling or pricing within the executed Contract.

<u>CODE ENFORCEMENT.</u> Tasks assigned by Code Enforcement Department or Town Designee separate and distinct from Contract Work to remediate specific private property non-maintenance issues.

<u>CODE ENFORCEMENT MOWING.</u> Mowing of basic turf overgrowth, of property under Code Enforcement action, assigned by Code Enforcement Department or Town Designee. Does not include detailed landscaping maintenance.

<u>CONTRACT.</u> A written Agreement with the Town which incorporate the terms of this RFP, the accepted Proposal, and delineates the Work to be performed and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council.

<u>CONTRACT DOCUMENTS.</u> The Contract, Addenda, Contractor's Proposal (including documentation accompanying the Proposal), the Bonds if required, these General Conditions, and any Drawings, Exhibits and Attachments referenced in this RFP, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

<u>CONTRACT PRICE</u>. The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

<u>CONTRACTOR</u>. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in this RFP.

<u>DAY</u>. Shall mean calendar day, unless otherwise specified.

<u>DEFECTIVE</u>. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

<u>DEFECTIVE WORK</u>. Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

EFFECTIVE DATE OF CONTRACT. The latest execution date of the Contract.

<u>FINAL COMPLETION</u>. Work completed in compliance with industry standards, contract provisions, and passed final inspection.

<u>FIRE ANT CONTROL</u>. The use of chemicals to control of insects utilizing a three times per year schedule. Specified product is Extinguish Ant Bait or approved equal that is non-toxic/harmful to grazing livestock.

<u>INSECTICIDE/FUNGICIDE APPLICATION.</u> Identifying areas of landscape or plant material affected by insects and/or disease and applying corrective chemicals.

JOINT/CRACK CLEANING. Joints and cracks in concrete, asphalt, brick or other hard surfaces paved medians shall be kept clean of weeds at all times. Routine spraying of weed control products shall be used to control weed growth. Any type of joint/crack weed eradication which damages concrete, asphalt, brick or other hard surfaces shall be repaired and restored to its original condition within seven (7) days, at the Contractor's expense, subject to approval by the Town or its Designee.

<u>LANDSCAPE BED.</u> Planted area where shrubs, groundcovers, and /or other plant material and trees are grouped together in a mulched bed.

<u>LINE OF SIGHT BRUSH BACK.</u> Occasional cutting back of overgrowth of shrubs and trees that extend into the road right-of- way obstructing the line of sight (LOS) vision. This work may occur up to or more than eight (8) times per year as directed by the Town's Designee.

<u>LITTER REMOVAL</u>. Collection and proper disposal of all trash and debris, including but not limited to items such as paper, cans, bottles, auto parts and dead animals in the Right-of-way.

<u>LODGE POLE AND SISAL.</u> A method of supporting plant material utilizing staking lumber landscape lodge poles and sisal chord or rope to secure the poles to the tree trunk. Specified for trees of three inches caliper or less.

<u>MAINTENANCE</u>. As defined for this RFP, includes but is not be limited to litter, trash and debris removal and proper disposal, mowing, edging, hedge trimming, selective trimming, selective tree trimming, various types of spraying, raking, sweeping, weeding, string trimming, mulching, and other property maintenance services, miscellaneous Code Enforcement maintenance services and other Work as described herein.

<u>PROJECT.</u> The whole or any part of the Work to be provided under this RFP and the Contract Documents.

<u>PROPOSAL.</u> The offer or proposal of a Proposer submitted on the prescribed form(s) and including all information and submission required by the RFP.

<u>RIGHT OF WAY BRUSH BACK.</u> Regularly scheduled cutting back of overgrowth of shrubs and trees within Town's right-of-way, each maintenance visit.

<u>ROOT BALL STAKING.</u> A method of supporting plant material which utilizes vertical and horizontal lumber supports around the root ball of a plant. Specified for all trees with insufficient root systems. This is the preferred method of staking trees in Southwest Ranches.

ROW. Right-of-Way or Rights of Way.

<u>SELECTIVE TRIMMING.</u> Shall include trimming foliage growth specified for select plantings including one or more of the following: removal of low growth, removal of growth over a specified height, removal of dead or diseased plant parts, removal of suckering, sprouting, adventitious growth, removal of seed pods, removal of branches or fronds in paths and/or walkways.

<u>SERVICE CATEGORY.</u> Specific type or style of maintenance services indicated by location or zone (some zones are not applicable and therefore not included in this RFP), as follows:

<u>Service Category A:</u> Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 1 and 2, Griffin Road East and West Right-of Way Maintenance.

<u>Service Category D</u>: Type or style of maintenance as defined in this RFP located within Maintenance Zones 33 through 43, Parks and Other Town Property Maintenance.

SITE. An area of ground within the Town, requiring maintenance. (e.g. "Griffin Road West").

<u>SITE INSPECTIONS.</u> Inspections made by the Town to verify the quality of the Work performed or to verify that deficient work has been corrected.

<u>STRING TRIMMING.</u> Shall be used to maintain any area that is not accessible by mowing equipment. In turf areas, string trimming shall be four and one half (4.5) inches in height, depending on types of turf maintained. Scalping of sod areas shall be prohibited. (*See* Section P/Quality). The girdling of trees is to be avoided at all times.

<u>SWEEPING/BLOWING.</u> Shall be used to gather post-cut landscape and other debris from hardscape surfaces.

TOWN. Town of Southwest Ranches, Florida.

TREE BED. A circular area extending three (3) foot from a tree trunk, surrounding any individual trees not planted in multiples in landscape beds.

<u>TREE SERVICES.</u> Erection and reset of downed, wind-thrown trees and tree straightening / Staking. Service to upright fallen or downed trees and provide support with specified staking method.

TRASH RECEPTACLE. Any park fixture for the collection of trash and debris. Is to be maintained by daily or weekly removal of trash to a location specified by the Town.

<u>WEEDING</u>. The removal of unwanted plat material to control wild, invasive vegetative growth which was not included in the original landscape design. Weeding shall include, but is not limited to ornamental beds, base of shrubbery, trees, tree beds, guardrails, fencing, hedges, sidewalks, curb lines, between curb and gutter, edge of pavement, all concrete medians or other areas where weeds exist. These areas shall be maintained "weed free" at the completion of the work for each site.

<u>WORK.</u> The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFP, Contract Documents and addendums.

APPENDIX A- PROPOSAL 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 addenda, if issued, for the lump sum price shown below.

<u>ITEM</u>	DESCRIPTION	<u>UNITS</u>	QUANTITY	UNIT PRICE	TOTAL PRICE

TOTAL BA	SE PROPOSAL PLUS ADD ALTERNATIVE
\$	
Proposer	

The quantities indicated in the Proposal and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the Proposal form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

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

The Proposer shall furnish prices for all Proposal items. Failure to do so may render the Proposal invalid and cause its rejection. Also, evidence that the Proposer holds appropriate licenses to perform the Work which is the subject of this Proposal, and as required by Florida Statutes and local law, must be submitted along with the Proposal. Proposers must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

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

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

[Remainder of page intentionally left blank]

PROPOSER INFORMATION

NAME:	
ADDRESS:	
FEIN:	
LICENSE NUMBER:	STATE OR COUNTY:
LICENSE TYPE:(Attach copy of lice	ense)
	ach a separate sheet, if necessary)
LICENSEE SIGNATURE:	
LICENSEE NAME:	
PROPOSER'S SIGNATURE:	
PROPOSER'S NAME:	
PROPOSER'S ADDRESS:	
PROPOSER'S PHONE NUMBER: Office	e: Cell:
PROPOSER'S EMAIL ADDRESS:	
Ву:	
Name of Corporation/Entity	
Address of Corporation/Entity	
Signature of President or Authorize	ed Principal
By:	_
Title:seal)	(If the Proposer is a Corporation, affix corporate

APPENDIX "B" PROPOSAL FORMS

SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ZONES

SERVICE CATEGORY A:

IRRIGATION MAINTENANCE - ROADS/MEDIANS/SWALES - GRIFFIN ROAD EAST

Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Ave.

- a.) North swale All from edge of pavement to top of canal bank
- b.) Medians All
- c.) 3 Retention Ponds
- d.) South swale All from edge of pavement to property line

Zone 2. GRIFFIN ROAD WEST

ROW: west of Dykes Rd. to east of SW 188 Ave.:

- a.) Medians All
- b) South swale All

SERVICE CATEGORY D:

IRRIGATION MAINTENANCE - PARKS AND OTHER TOWN PROPERTY

Zone 34. Sunshine Ranches Equestrian Park – 20 acres

Zone 39. Town Hall – 2 acres

Location/	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Zone													
Irrigation wet test and report	12	1	1	1	1	1	1	1	1	1	1	1	1

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

IRRIGATION MAINTENANCE - ROADS

Service Category	Location/ Zone #	Unit Price Per Service	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
A	20π π	¢	¢ sheets)
A	1	y	φ
A	2	\$	\$
SUBTOTAL IRRIGATION		\$	
MAINTENA	NCE – ROAD	S	

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

IRRIGATION MAINTENANCE - PARKS AND OTHER FACILITIES

Service Category	Location/ Zone #	Location/Zone Name	Unit Price per service	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	34	Sunshine Ranches Equestrian Park –		
		20 acres	\$	\$
D	1	Town Hall – <2 acres, with rust		
		inhibition	\$	\$
SUBTOTAL OTHER FA	L IRRIGATIO CILITIES	\$		
GRAND TOTAL – IRRIGATION MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL):				

PROPOSER'S SIGNA	TURE:	
COMPANY NAME:		

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

Item No.	Services	Unit	Unit Price
1.	Irrigation Supervisor	Per Square Foot	\$
2.	Irrigation Technician	Per Linear Foot (20' +/- width)	\$
3.	Irrigation Laborer	Per Square Foot	\$

IRRIGATION SYSTEM COMPONENTS (FURNISH AND INSTALL):

Item No.	Services	Unit	Unit Price
4.	Rainbird 6" Pop UP	Each	\$
5.	Corresponding Rainbird 6" nozzles as per plans/specs	Each	\$
6.	Rainbird 12" Pop UP	Each	\$
7.	Corresponding Rainbird 12" nozzles as per plans/specs	Each	\$
8.	Rainbird 1800 series— (06 -12)	Each	\$
9.	Corresponding 1800 series nozzles as per plans/specs	Each	\$
10.	Rainbird 5000 series – Rotor heads	Each	\$
11.	Corresponding 5000 series nozzles as per plans/specs	Each	\$
12.	Rainbird 7005 series – Rotor heads	Each	\$
13.	Corresponding 7005 series nozzles as per plans/specs	Each	\$
14.	Rainbird 8005 series – Rotor heads	Each	\$
15.	Corresponding 8005 series nozzles as per plans/specs	Each	\$
16.	Rainbird Talon series – Rotor heads	Each	\$
17.	Corresponding Talon series nozzles as per plans/specs	Each	\$
18.	Ell	Each	\$
19.	Funny pipe	Per foot	\$
20.	NDS 10" Round valve box	Each	\$
21.	NDS 12" X 17" Rectangular valve box	Each	\$
22.	Amtech 12" X 18" Rectangular valve box	Each	\$
23.	Rainbird 300 BPE Electric Remote	Each	\$

	Control Valves		
24.	Rainbird PGA series 2" Electric Remote Control Valves	Each	\$
25.	Rainbird 5LRC 5 1/2" quick coupling Valves	Each	\$
26.	Rainbird PEBPRS-D "Control Valve"	Each	\$
27.	Rainbird 200 series Electric Remote Control Valve	Each	\$
28.	Rainbird PRS Dial pressure regulating device	Each	\$

^{*}All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE:	
G01.D11.V11.V1	
COMPANY NAME:	

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, machinery and services to perform Town Wide Irrigation Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE:	
PROPOSER'S NAME:	
COMPANY NAME:	

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Exhibit "B"



CONTRACT RENEWAL

This Renewal Agreement ("Agreement") is made and entered into as of _______, 2025 by and between the Town of Southwest Ranches, with its principal office located at 13400 Griffin Road, Southwest Ranches, FL 33330 ("Town"), and Budget Sprinkler Repair, LLC, with its principal office located at 7997 NW 128 Lane, Parkland, FL 33076 ("Vendor").

WHEREAS, pursuant to Resolution No, 2020-037, on May 14, 2020, the Town and the Vendor entered into an agreement (the "Original Agreement") for the provision of Town-Wide Irrigation Maintenance services:

WHEREAS, this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Irrigation Maintenance services for an additional five (5) year term, beginning on May 14, 2025;

WHEREAS, in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year;

WHEREAS, an immediate 3% Consumer Price Index (CPI) adjustment is to be activated;

WHEREAS, for the fiscal year of October 1, 2025 to September 30, 2026, Budget Sprinkler Repair, LLC will provide Town-Wide Irrigation Maintenance services for an annual base fee of \$27,737.90;

WHEREAS, additional services that may be requested per the RFP pricing menu will also have the 3% Consumer Price Index (CPI) adjustment applied;

WHEREAS, any proposed fee increases for maintenance services beyond the fiscal year ending September 30, 2026, must be submitted at least ninety (90) days before the annual renewal date and shall be limited to the Consumer Price Index (CPI) adjustment, with a maximum increase of 5%, subject to the sole discretion of the Town Administrator:

WHEREAS, the Town and the Vendor desire to renew the Original Agreement under the terms and conditions set forth herein and approved via Resolution No. 2020-037;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Renewal Term**: The term of the Original Agreement is hereby extended for an additional five (5) year term, beginning on May 14, 2025.
- 2. **Compensation**: The Town shall pay the Vendor as outlined above.
- 3. **Scope of Services/Goods**: The Vendor shall continue to provide the services/goods as outlined in the Original Agreement. Any modifications to the scope of services/goods must be agreed upon in writing by both parties.
- 4. **Terms and Conditions**: All terms and conditions of the Original Agreement, except as expressly modified by this Agreement, shall remain in full force and effect during the Renewal Term.

- 5. **Notices**: Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, or by overnight delivery service to the addresses set forth above.
- 6. **Miscellaneous**: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by both parties. Vendor agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement as of the day and year first above written.

TOWN OF SOUTHWEST RANCHES	BUDGET SPRINKLER REPAIR, LLO
By:	By:
Name: Russell Muniz	Name:
Title: Town Administrator	Title:
Date:	Date:
<u></u>	<u> </u>

1001.026.2025



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

Russell C. Muniz, ICMA-CM, 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 C. Muñiz, Town Administrator

FROM: Keith Poliakoff, Town Attorney

DATE: 4/24/2025

SUBJECT: Appointment of an Alternate Special Magistrate

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

Background

In accordance with Chapter 162, Florida Statutes, the Town is required to retain a Special Magistrate to preside over the Town's Code Compliance Hearings. In Resolution 2024-042, the Town Council appointed Michael Garcia Esq. of Michael Garcia, PA, to serve as the Town's Special Magistrate.

In the event of conflicts and scheduling conflicts, the Town needs an alternate Magistrate to preside over code compliance cases. Accordingly, the Town desires to piggyback off of the City of Dania Beach's selection of Harry Hipler, Esq. of Harry Hipler, P.A. as its Alternate Magistrate.

Fiscal Impact/Analysis

The Special Magistrate's hourly rate is recovered within the Town's hearing fee schedule.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	4/23/2025	Resolution
Dania Beach Resolution 2022-098	4/23/2025	Backup Material
Harry Hipler Agreement Dania Beach	4/23/2025	Backup Material

RESOLUTION NO. 2025 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PIGGYBACKING OFF OF THE CITY OF DANIA BEACHES' PROCUREMENT AND APPOINTING HARRY HIPLER, ESQ., OF HARRY HIPLER, P.A., AS THE TOWN'S ALTERNATE SPECIAL MAGISTRATE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH HARRY HIPLER, PA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 162, Florida Statutes, the Town is required to retain a Special Magistrate to preside over the Town's Code Enforcement Hearings; and

WHEREAS, in Resolution 2024-042, the Town Council appointed Michael Garcia Esq. of Michael Garcia, PA, to serve as the Town's Special Magistrate; and

WHEREAS, in the event of conflicts and scheduling conflicts, the Town needs an Alternate Magistrate to preside over code enforcement cases; and

WHEREAS, the Town desires to piggyback off of the City of Dania Beach's selection of Harry Hipler, Esq. of Harry Hipler, P.A. as its Alternate Magistrate;

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 piggybacks off of the City of Dania Beach's procurement of Harry Hipler, Esq. of Harry Hipler, P.A., and selects Harry Hipler, Esq. as the Alternate Special Magistrate for the Town, in accordance with Chapter 162, Florida Statutes.

Section 3: This Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this <u>24th</u> day of <u>April</u> ,	2025 on	a mo	tion by		
and seconded by	<u>.</u>				
Breitkreuz Hartmann Allbritton Jablonski Kuczenski	Ayes Nays Absent				
ATTEST:	Steve E	Breitki	reuz, May	or	
Debra Ruesga, Town Clerk					
Approved as to Form and Correctness:					
Keith M. Poliakoff, Town Attorney					

RESOLUTION NO. 2022-098

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPOINTING HARRY M. HIPLER, THOMAS J. ANSBRO, AND THE FIRM OF NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A., TO ACT AS CODE COMPLIANCE SPECIAL MAGISTRATES FOR MUNICIPAL CODE COMPLIANCE PROCEEDINGS AND SETTING THE COMPENSATION FOR SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utilizes a Special Magistrate system for code compliance; and

WHEREAS, to ensure that the City adheres to best practices, including procurement practices, on April 8, 2022, the City issued Request for Proposals ("RFP") No. 22-016 for Special Magistrate Services; and

WHEREAS, pursuant to the RFP, the City sought persons that are members in good standing with the Florida Bar and eligible to practice law in the State of Florida, with experience at providing the required Professional Special Magistrate Services; and

WHEREAS, the City received three responses, all of which are qualified to provide Special Magistrate Services; and

WHEREAS, the City desires to utilize the services of all three respondents to ensure that there is always a Special Magistrate available to oversee the Code Compliance hearings;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission appoints Harry M. Hipler, Thomas J. Ansbro and the firm of Nason, Yeager, Gerson, Harris & Fumero, P.A., to act as Code Enforcement Special Magistrates for municipal code compliance proceedings. A copy of the proposed Special Magistrate Letter Agreement, which includes the compensation for services, is attached as Exhibit "A" and is made a part of and incorporated into this Resolution by this reference. Although, the appointees shall serve at the pleasure of the City Commission, pursuant to the RFP, the appointees are being provided a letter agreement with an initial two (2) year term, with an option to renew for two (2) additional two (2) year time periods for a cumulative total of six

(6) years, using the same terms, conditions, and pricing of the original agreement provided that funds are available and appropriated by the City Commission.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 28, 2022.

ATTEST:

HOMAS SCHNEIDER, CMC

CITY CLERK

SHED 198

TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS

CITYATTORNEY



City of Dania Beach

City Attorney's Office

DANIA BEACH SEA IT. LIVE IT. LOVE IT. 100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

SAMPLE AGREEMENT

5. It is further agreed to that you must submit a detailed invoice to the City Code Compliance Division, Attention: Eric Walton, Code Compliance Manager, within fifteen (15) days after the end of the preceding month. Invoices shall include the date of the hearing over which you presided, the total number of hours worked (rounded to

the nearest tenth), and a brief summary of the work performed. Any reimbursement of out-of-pocket expenses outlined above requires the submission of invoices, bills and receipts. If any errors are discovered in any invoice, City will inform you and will request revised copies of such invoices. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions, and the parties agree to cooperate by promptly conferring to resolve the disputed portion of the invoice.

- 6. This Agreement may be cancelled by the City upon five (5) days' prior written notice with or without cause. Upon such termination, you shall be entitled only to such fees and costs earned as of the date of termination. In the event you deem it necessary to cancel this Agreement, you shall give thirty (30) days' prior written notice to the City Attorney's office.
- 7. In connection with the Special Magistrate duties, it is understood and agreed to that you shall neither represent clients in lawsuits, quasi-judicial proceedings, or administrative matters involving the City, nor shall you represent any client in a property-related matter with a reasonable potential of becoming a respondent before a Special Magistrate, so long as you serve as Special Magistrate for the City. Further, you shall not receive a referral fee for referring a current or future potential client to another attorney, if such client is pursuing or intends to pursue any claim against the City in a court of law, any arbitration hearing, or before a state or local government administrative board.
- 8. The City will indemnify and defend you in your capacity as a Special Magistrate for Municipal Code Compliance proceedings from any cause of action that may arise from the performance of your duties as Special Magistrate on behalf of the City, within the scope and course of your employment.

Very truly yours,

Agreed to and accepted by:	Eve A. Boutsis, City Attorney
Signature	
PRINT Name	
Date:, 2022	
FAR·la	



City of Dania Beach City Attorney's Office

DANIA BEACH

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

June 29, 2022

Mr. Harry Hipler 215 North Federal Highway Dania Beach, Florida 33004

Subject: Special Magistrate Retainer Agreement-Harry Hipler

Dear Mr. Hipler,

This Retainer Agreement shall confirm that you agree to act as a Code Compliance Special Magistrate for the City of Dania Beach (the "City") under the following terms and conditions:

- 1. Pursuant to the authority provided by City Resolution to be adopted by the City Commission, this will serve as your appointment as a Special Magistrate for Code Compliance commencing on July 14, 2022. The Code Compliance Hearings are scheduled on the second Thursday of the month and begin at 9:00 a.m. You will serve at the pleasure of the City Commission.
- 2. It is agreed to that you will be compensated for your services on an hourly basis at the rate of One Hundred Fifty Dollars (\$150.00) per hour, excluding travel time to and from Special Magistrate hearings and meetings.
- 3. It is also agreed to that you may bill for reasonable out-of-pocket expenses in connection with our Special Magistrate duties, including but not limited to, such ordinary expenses as postage, telephone calls (a copy of the telephone bill must be submitted with the request), photocopy charges (\$0.15 per page) and courier charges.
- 4. As a Code Compliance Special Magistrate, you will be responsible for the preparation for and attendance at scheduled Special Magistrate Hearings, review of the final order(s) and such other duties as the City may assign to you. Additionally, you shall adhere to Chapter 162, Florida Statutes, Chapter 2, of the City Code of Ordinances and the City's Zoning and Land Development Codes as they relate to Code Compliance matters, the Florida Rules of Civil Procedure, Rules of Evidence, and all other City ordinances relevant to Code Compliance.
- 5. It is further agreed to that you must submit a detailed invoice to the City Code Compliance Division, Attention: Eric Walton, Code Compliance Manager, within fifteen (15) days after the end of the preceding month. Invoices shall include the date of the hearing over which you presided, the total number of hours worked (rounded to

the nearest tenth), and a brief summary of the work performed. Any reimbursement of out-of-pocket expenses outlined above requires the submission of invoices, bills and receipts. If any errors are discovered in any invoice, City will inform you and will request revised copies of such invoices. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions, and the parties agree to cooperate by promptly conferring to resolve the disputed portion of the invoice.

- 6. This Agreement may be cancelled by the City upon five (5) days' prior written notice with or without cause. Upon such termination, you shall be entitled only to such fees and costs earned as of the date of termination. In the event you deem it necessary to cancel this Agreement, you shall give thirty (30) days' prior written notice to the City Attorney's office.
- 7. In connection with the Special Magistrate duties, it is understood and agreed to that you shall neither represent clients in lawsuits, quasi-judicial proceedings, or administrative matters involving the City, nor shall you represent any client in a property-related matter with a reasonable potential of becoming a respondent before a Special Magistrate, so long as you serve as Special Magistrate for the City. Further, you shall not receive a referral fee for referring a current or future potential client to another attorney, if such client is pursuing or intends to pursue any claim against the City in a court of law, any arbitration hearing, or before a state or local government administrative board.
- 8. The City will indemnify and defend you in your capacity as a Special Magistrate for Municipal Code Compliance proceedings from any cause of action that may arise from the performance of your duties as Special Magistrate on behalf of the City, within the scope and course of your employment.

Very truly yours,

Eve A. Boutsis

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Eve A. Boutsis, City Attorney

Agreed to and accepted by:

Hally

Signature

PRINT Name

Date: 6-29 - , 2022

EAB:la