



Southwest Ranches Town Council

REGULAR MEETING

Agenda of October 23, 2025

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Steve Breitkreuz	Jim Allbritton	Russell C. Muniz, ICMA-CM	Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Bob Hartmann	Gary Jablonski David S. Kuczenski, Esq.	<u>Town Financial Administrator</u> Emil C. Lopez, CPM	<u>Town Clerk</u> 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 - Honoring Kylin Reynolds, Recipient of the Girl Scout Gold Award

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.
- Request 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

Ordinance - 1st Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION OF APPROXIMATELY 59 ACRES FROM AGRICULTURAL TO US HIGHWAY 27 BUSINESS, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 BETWEEN THE C-11 CANAL TO THE NORTH, STIRLING ROAD TO THE SOUTH, AND

MENORAH GARDENS CEMETERY TO THE EAST; PROVIDING FOR TRANSMITTAL TO THE BROWARD COUNTY PLANNING COUNCIL AND STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-8)

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH ALL WATER SERVICE, LLC IN THE AMOUNT OF THIRTY-SIX THOUSAND, THIRTY-NINE DOLLARS AND TWENTY-FOUR CENTS (\$36,039.24) FOR WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES OF THE FOUR (4) TRANSIENT NON-COMMUNITY WATER SYSTEMS AND APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO PLATS AND CHAPTER 2025-164, LAWS OF FLORIDA (SENATE BILL 784); DESIGNATING THE ADMINISTRATIVE AUTHORITY AND ADMINISTRATIVE OFFICIAL FOR RECEIPT, REVIEW AND APPROVAL OF PLAT AND REPLAT APPLICATIONS; DIRECTING THAT THE TOWN CONFORM ITS RECEIPT, REVIEW AND APPROVAL PROCESSES FOR PLAT AND REPLAT APPLICATIONS TO THE REQUIREMENTS OF CHAPTER 2025-164, AND TO THE EXTENT NECESSARY DECLARING A ZONING IN PROGRESS THAT THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") BE INTERPRETED AND APPLIED IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF CHAPTER 2025-164 AND THAT IN THE EVENT OF A CONFLICT, CHAPTER 2025-164 SHALL APPLY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

12. 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.

Proclamation

Proclamation Honoring Kylin Reynolds Recipient of the Girl Scout Gold Award

WHEREAS, the Girl Scout Gold Award is the highest achievement in Girl Scouting, representing extraordinary leadership, dedication to community service, and a commitment to making the world a better place; and

WHEREAS, Kylin Reynolds, a proud resident of the Town of Southwest Ranches and a member of Girl Scouts of Southeast Florida, has earned this distinguished honor through her exceptional efforts, vision, and perseverance; and

WHEREAS, Kylin's Gold Award project, titled "Let's Get Physical! Promoting Healthy Lives and Well-Being," addressed a critical issue in our community by tackling the growing issue of youth inactivity by using the power of storytelling to encourage children to embrace movement as a fun and rewarding part of daily life; and

WHEREAS, through her project, Kylin demonstrated outstanding leadership, problem-solving skills, and a deep sense of civic responsibility, inspiring her peers and making a lasting contribution to the Town of Southwest Ranches; and

WHEREAS, the Town Council recognizes the importance of empowering young women to become leaders and change-makers, and celebrates the achievements of Girl Scouts who exemplify courage, confidence, and character;

NOW, THEREFORE, BE IT PROCLAIMED, that the Town Council of the Town of Southwest Ranches establishes October 23, 2025 as "Girl Scout Gold Award Day" in honor of Kylin Reynolds and encourages all residents to join in recognizing her remarkable accomplishments and the positive impact she has made on our community.

Steve Breitkreuz, 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, MBA, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Debra M. Ruesga, *Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muñiz, Town Administrator
FROM: Jeff Katims, Town Planner
DATE: 10/23/2025
SUBJECT: Bergeron - US 27 Land Use Map Amendment

Recommendation

Approval on (new) first reading with conditions enumerated in the original staff report to be satisfied prior to second reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

Bergeron US 27, LLC and Bergeron SW Ranches US 27, LLC request to change the future land use map designation of 58.7 gross acres from Agricultural to US Highway 27 Business. *Council approved this application on first reading October 24, 2024. A new first reading is required* because the State Land Planning Agency/Department of Commerce ("DOC") recently changed its longstanding interpretation and application of the statute governing land use plan amendments.

The Broward County Planning Council previously transmitted municipal amendments to DOC following Board of County Commissioners approval. DOC no longer allow this practice and now requires that municipalities transmit their amendments independently of Broward County. Failure to do so renders the transmittal null and void and requires a new transmittal hearing. Accordingly, the item is presented for re-approval and transmittal to DOC.

The Ordinance will require a second reading and adoption by the Council upon the completion of DOC review and county approval of the parallel amendment to the Broward County Land Use Plan. The first Board of County Commissioners hearing on the application was scheduled to occur on October 21st.

The original staff report is provided as backup with no updates. The rezoning ordinance is not affected by the DOC policy and will return to a future Council agenda together with second reading of this land use plan amendment ordinance.

Fiscal Impact/Analysis

N/A

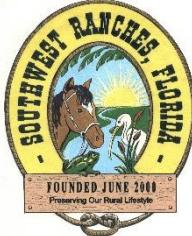
Staff Contact:

Jeff Katims, Town Planner

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	10/17/2025	Backup Material
Ordinance First Reading - TA Approved	10/16/2025	Ordinance
Staff report	10/18/2024	Executive Summary
Petitioner's Justification Letter	10/18/2024	Backup Material

Town of Southwest Ranches Business Impact Estimate Form



*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title of proposed ordinance:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION OF APPROXIMATELY 59 ACRES FROM AGRICULTURAL TO US HIGHWAY 27 BUSINESS, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 BETWEEN THE C-11 CANAL TO THE NORTH, STIRLING ROAD TO THE SOUTH, AND MENORAH GARDENS CEMETERY TO THE EAST; PROVIDING FOR TRANSMITTAL TO THE BROWARD COUNTY PLANNING COUNCIL AND STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE.(APPLICATION NO. PA-20-8)

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the Town;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - Development orders and development permits, as defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the Town;
 - Sections 190.005 and 190.046;
 - Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur.

- (b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

- (c) An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information/methodology for preparation, if any:

ORDINANCE NO. 2026 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION OF APPROXIMATELY 59 ACRES FROM AGRICULTURAL TO US HIGHWAY 27 BUSINESS, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 BETWEEN THE C-11 CANAL TO THE NORTH, STIRLING ROAD TO THE SOUTH, AND MENORAH GARDENS CEMETERY TO THE EAST; PROVIDING FOR TRANSMITTAL TO THE BROWARD COUNTY PLANNING COUNCIL AND STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-8)

WHEREAS, Bergeron US 27, LLC and Bergeron SW Ranches US 27, LLC ("Petitioner") is the owner of 58.7 gross acres along the east side of US Highway 27 within the Town, as more particularly described in Exhibit "A" of this Ordinance ("Property"); and

WHEREAS, Petitioner has filed Application No. PA-20-8 to amend the land use plan map designation of the Property from Agricultural to US Highway 27 Business; and

WHEREAS, the Property is situated within the geographical area designated in Future Land Use Policy 1.8-a of the Town of Southwest Ranches Comprehensive Plan ("Comprehensive Plan") for the US Highway 27 Business land use plan category; and

WHEREAS, said Policy 1.8-a. requires that the Town of Southwest Ranches Town Council ("Town Council") consider the extent to which each application submitted for land use plan amendment furthers the intent and spirit of the policies under Future Land Use Objective 1.8 in determining whether to approve the application; and

WHEREAS, the Comprehensive Plan further requires that a land use plan amendment application for US Highway 27 Business affirmatively demonstrate that it is consistent with all of the performance standards established within Part 2. "Permitted Uses In Future Land Use Categories" of the Future Land Use Element; and

WHEREAS, every such application for plan amendment must be submitted concurrently with a rezoning application to the implementing zoning district; and

WHEREAS, Petitioner submitted a concurrent application for rezoning to the US Highway 27 Planned Business District, which implements the requested land use plan designation; and

WHEREAS, the Town of Southwest Ranches Comprehensive Plan Advisory Board reviewed the proposed amendment at its October 17, 2024 meeting and recommended approval; and

WHEREAS, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on October 24, 2024 and recommended that the Town Council adopt the proposed amendment; and

WHEREAS, the Town Council finds that the amendment is internally consistent with the goals, objectives, policies, and performance standards of the adopted Comprehensive Plan.

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

Section 1: Ratification. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2: Map Amendment. The Agricultural land use plan map designation of the Property, legally described in Exhibit "A" attached hereto, and made a part hereof, is hereby amended to US Highway 27 Business.

Section 3: Broward County Planning Council Transmittal. That the Town hereby transmits the corresponding application for amendment to the Broward County Land Use Plan to the Broward County Planning Council with a recommendation of approval.

Section 4: F.S. Chapter 163 Transmittal. That the Town hereby transmits the amendment to the State Land Planning Agency under the expedited state review procedure and directs the Town Planner to transmit the adopted amendment to the State Land Planning Agency immediately following the final reading and adoption of this Ordinance.

Section 5: Recertification. That the Town Planner is hereby directed to apply to the Broward County Planning Council for recertification of the Future Land Use Map subsequent to the effective date of this Ordinance.

Section 6: Effective Date. This Ordinance shall take effect 31 days after the State Land Planning Agency notifies the Town that the adopted plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the State Land Planning Agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

PASSED ON FIRST READING this ____ day of ____, 2025 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of ____, 2026, on a motion made by _____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Hartmann	_____	Nays	_____
Allbritton	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Kuczenski	_____		

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.081.2025

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1

A PORTION OF TRACTS 51, 52, 61, AND 62, OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH $89^{\circ}46'19''$ WEST, ALONG THE SOUTH LINE OF SAID SECTION 27 FOR 1317.07 FEET; THENCE NORTH $01^{\circ}19'41''$ WEST, ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST ONE-QUARTER (SE $\frac{1}{4}$) OF SAID SECTION 27, FOR 874.72 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE NORTH $89^{\circ}57'39''$ WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 90.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $01^{\circ}20'39''$ EAST, 322.40 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD AND A POINT ON A CIRCULAR CURVE CONCAVE NORTHERLY FROM WHICH A RADIAL LINE BEARS NORTH $24^{\circ}26'02''$ WEST; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1849.86 FEET AND A CENTRAL ANGLE OF $24^{\circ}12'21''$, AN ARC DISTANCE OF 781.52 FEET TO A POINT OF TANGENCY; THENCE SOUTH $89^{\circ}46'15''$ WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE 97.45 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH $45^{\circ}14'08''$ WEST, 69.95 FEET; 2) NORTH $00^{\circ}50'31''$ WEST 150.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; 3) NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1442.00 FEET AND A CENTRAL ANGLE OF $11^{\circ}36'38''$, AN ARC DISTANCE OF 292.21 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH $89^{\circ}57'39''$ EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 933.35 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2

A PORTION OF TRACTS 61 AND 62, OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH $89^{\circ}46'19''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 1,754.27 FEET; THENCE NORTH $00^{\circ}12'20''$ WEST ALONG THE WESTERLY BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $89^{\circ}46'19''$ WEST ALONG THE SOUTH LINE OF SAID TRACTS 61 AND 62 FOR 565.42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516, BEING THE ARC OF A CIRCULAR CURVE CONCAVE WESTERLY FROM WHICH A RADIAL LINE BEARS NORTH $88^{\circ}28'43''$ WEST; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1442.00 FEET, A CENTRAL ANGLE OF $02^{\circ}21'48''$, FOR AN ARC DISTANCE OF 59.48 FEET TO A POINT OF TANGENCY; 2) NORTH $00^{\circ}50'31''$ WEST 150.00 FEET; 3) NORTH $44^{\circ}45'52''$ EAST 71.46 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD; THENCE NORTH $89^{\circ}46'15''$ EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 94.04 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1969.86 FEET, A CENTRAL ANGLE OF $12^{\circ}22'13''$, FOR AN ARC DISTANCE OF 425.30 FEET TO A POINT ON SAID WEST BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK"; THENCE SOUTH $00^{\circ}12'20''$ EAST ALONG SAID WEST BOUNDARY LINE 305.73 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 3

A PORTION OF TRACTS 6, 7, 8, 25 AND 26, OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 E, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°46'19" WEST ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1,754.27 FEET; THENCE SOUTH 00°12'20" EAST ALONG THE WESTERLY BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°12'20" EAST ALONG SAID WESTERLY BOUNDARY LINE 339.38 FEET; THENCE SOUTH 89°46'19" WEST ALONG THE NORTH LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE", AS RECORDED IN PLAT BOOK 110, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 350.00 FEET TO THE NORTHWEST CORNER OF SECTION "B" OF SAID PLAT; THENCE SOUTH 89°23'54" WEST 27.00 FEET TO A POINT ON A LINE 27.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 00°11'26" EAST ALONG SAID PARALLEL LINE 712.00 FEET; THENCE NORTH 89°23'54" EAST 27.00 FEET TO A POINT ON SAID WEST LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 00°11'26" EAST ALONG SAID WEST LINE 249.22 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 26; THENCE SOUTH 89°47'45" WEST ALONG THE SOUTH LINE OF SAID TRACTS 25 AND 26 FOR 299.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) NORTH 00°50'31" WEST 610.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; 2) NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1358.00 FEET, A CENTRAL ANGLE OF 11°47'41", FOR AN ARC DISTANCE OF 279.55 FEET TO A POINT OF TANGENCY; 3) NORTH 10°57'10" EAST 200.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; 4) NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1442.00 FEET, A CENTRAL ANGLE OF 08°38'10", FOR AN ARC DISTANCE OF 217.35 FEET; THENCE NORTH 89°46'19" EAST ALONG THE NORTH LINE OF SAID TRACTS 6, 7 AND 8, FOR 566.16 FEET TO THE POINT OF BEGINNING.

PARCEL 4

A PORTION OF TRACTS 39, 40, 57, AND 58, OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 SAID SECTION 34; THENCE SOUTH 89°49'12" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 34 FOR 2106.07 FEET TO A POINT ON THE WEST LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE NORTH 00°11'26" WEST ALONG SAID WEST LINE 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°49'12" WEST, ALONG THE SOUTH LINE OF TRACTS 57 AND 58, 284.27 FEET; THENCE NORTH 00°50'31" WEST 1300.56 FEET; THENCE NORTH 89°47'45" EAST ALONG THE NORTH LINE OF SAID TRACTS 39 AND 40, FOR 299.06 FEET TO A POINT ON SAID WEST LINE; THENCE SOUTH 00°11'26" EAST ALONG SAID WEST LINE 1300.59 FEET TO THE POINT OF BEGINNING.

PARCEL 5

PORTION OF TRACTS 72 AND 89, AND TRACTS 71 AND 90 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTH 89°49'10" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 34 FOR 1977.86 FEET; THENCE SOUTH 00°11'00" EAST 10.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 71 AND THE POINT OF BEGINNING; THENCE SOUTH 00°11'00" EAST ALONG THE EAST LINE OF SAID TRACTS 71 AND 90 FOR 1300.68 FEET; THENCE SOUTH 89°50'34" WEST, ALONG THE SOUTH LINE OF SAID TRACTS 89 AND 90, 397.30 FEET TO A POINT ON A LINE 278.00 FEET EAST OF AND PARALLEL WITH THE BASELINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE NORTH 00°50'31" WEST ALONG SAID PARALLEL LINE, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 25, FOR 1300.61 FEET; THENCE NORTH 89°49'12" EAST ALONG THE NORTH LINE OF SAID TRACTS 71 AND 72, FOR 412.25 FEET TO THE POINT OF BEGINNING.

PARCEL 6

PORTION OF TRACTS 104 AND 121, AND TRACTS 103 AND 122, OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°51'57" WEST ALONG THE SOUTH LINE OF SAID SECTION 34 FOR 1980.10 FEET; THENCE NORTH 00°11'00" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 122 AND THE POINT OF BEGINNING; THENCE SOUTH 89°51'57" WEST ALONG THE SOUTH LINE OF SAID TRACTS 121 AND 122 FOR 331.49 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 02°25'14" WEST 45.04 FEET; 2) NORTH 45°29'17" WEST 70.27 FEET; 3) NORTH 00°50'31" WEST 1206.27 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 104; THENCE NORTH 89°50'51" EAST ALONG THE NORTH LINE OF SAID TRACTS 103 AND 104 FOR 397.07 FEET TO THE NORTHEAST CORNER OF SAID TRACT 103; THENCE SOUTH 00°11'00" EAST ALONG THE EAST LINE OF SAID TRACTS 103 AND 122 FOR 1300.68 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING A TOTAL OF 2,430,932 SQUARE FEET (55.8065 ACRES), MORE OR LESS.

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TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

DATE: October 24, 2024

SUBJECT: Land Use Plan Amendment Application No. PA-20-8
Rezoning Application No. RZ-24-23

LOCATION: Generally located on the east side of US Highway 27 between the C-11 Canal to the north and Stirling Road to the south.

**OWNER/
PETITIONER:** Bergeron US 27, LLC
Bergeron SW Ranches US 27, LLC

AGENT: Keiser Legal, PLLC; Heather Jo Allen, Esq., AICP

REQUESTS:

- 1) Amend the Future Land Use Map designation of approximately 58.7 acres from Agricultural to US Highway 27 Business.
- 2) Rezone approximately 58.7 acres from A-1, Agricultural Estate to US Highway 27 Planned Business District.

PUBLIC NOTICE: Newspaper advertisement, sign posting and mail notices to Town property owners within 1,500 feet of the subject property

EXHIBITS: *Exhibits to this staff report:*

Location Map
Existing Future Land Use Map
Existing Zoning Map

Exhibit to the Rezoning Ordinance:

Master development plan, including architectural style standards

Backup materials to the rezoning application:

Property survey
Petitioner's justification
Mail notice radius map
Mailing list

BACKGROUND AND PROCESS

The Town created the US Highway 27 Business land use category in January 2017 via Ordinance No. 2017-02. The category applies exclusively to land that abuts the US 27 corridor. The Town amended the category in February 2021 via Ordinance No. 2021-006. Ordinance No. 2021-007 adopted the companion zoning regulations.

An applicant seeking a land use plan amendment to US Highway 27 Business must file a concurrent application for rezoning to US Highway 27 Planned Business District, which requires an applicant to submit a conceptual master plan and architectural design guidelines.

A Broward County Land Use Plan amendment is also required before the Town can change the land use and zoning. Should the Council approve the applications, the Broward County land use plan amendment process will into mid-2025. The Town can expect to adopt the land use plan and rezoning ordinances on second reading at the conclusion of the Broward County amendment process.

RELATED APPLICATIONS

Plat. The amendment site must be platted prior to issuance of any building permit. The applicant submitted a plat for review.

Master development plan amendments. Since the Petitioner did not provide level of detail and specificity required prior to approval of a site development plan, one or more amendments to the master development plan will be required.

Site plans. Full site plans are required prior to construction, and subject to Council approval. The applicant will submit site plans for individual parcels as they are ready to be developed.

Development agreement. The applicant submitted an application for development agreement that seeks to guarantee the ability to develop the amendment site under the existing comprehensive plan policies and zoning regulation. The development agreement is under review.

APPLICATION HIGHLIGHTS

- Net site area: 56.55 acres
- Proposed retail/commercial: 116,000 square feet on 14.70 acres
- Proposed light industrial: 600,00 square feet on 38.19 acres
- Wetland mitigation: 3.66 acres
- Layout: Commercial nodes at Stirling, Griffin roads (see master development exhibit)
- Access: US 27 (1 driveway)
Griffin Road (4 driveways)
Stirling Road (2 driveways)
(see master circulation and access exhibit)

MASTER DEVELOPMENT PLAN

A land use plan amendment to US Highway 27 Business is required to be accompanied by an application for rezoning. The US 27 Zoning regulations require submittal of a master development plan. The Petitioner's master development plan includes the following components:

- Master land use plan:
Provides for up to 116,000 square feet of retail/commercial use on 14.70 acres (2.0 acres at Stirling Road and 12.7 at Griffin Road (both side), and 600,00 square feet light industrial use on 38.19 acres. The maximum amount of light industrial use would be slightly less than twice the amount proposed for the BBX site. The maximum amount of retail/commercial would be commensurate with the developed floor area of Coquina Plaza within the Town south of the main east-west access road (i.e. excludes Lowes, OPH, self-storage, etc.).
- The US 27 District is a planned development district, meaning that the applicant has the flexibility to propose certain development standards based upon locational contexts and the unique impacts of different land uses. As such, the master development plan proposes 25-foot setbacks from all streets (including the US 27 frontage road), 25-foot setbacks from rear property lines, and no internal side setback requirement. Building height would be as provided in the district regulations.
- Master circulation and access plan:
Provides for one driveway onto US 27 via a frontage road that would run parallel to US 27 from Stirling road to Griffin Road and provide circulation between and access to individual development parcels or sites. A second access drive onto Stirling and Griffin is shown for the commercial parcels. The 9.23 acres of commercial located north of Griffin Road would obtain its access from driveways onto Griffin Road. The access points onto Stirling Road and Griffin Road will be further evaluated at the time of platting, noting that FDOT has restricted the frontage road driveway onto Stirling Road to right in, right-out.
- Master utilities plan:
Provides for schematic drainage and extension of Pembroke Pines water and sanitary sewer lines north along US 27.
- Master landscape plan:
Provides for the location and minimum depth of perimeter landscape buffers and thematic landscaping information for the perimeter buffers and property frontage treatment on US 27, Stirling and Griffin roads. Specifically, the plan provides for:
 - 25-foot landscape area and swale along US 27 with typical plant materials
 - 25-foot landscape area and swale along the east (rear) boundary of the development parcels with typical plant materials.
- Architectural style standards:
Provides for an adaptation of Florida Vernacular architecture to industrial buildings. This architecture has routinely been applied to retail and low-rise office development, but not industrial buildings. The standards include a combination of requirements and guidance

to best apply this architectural style to industrial buildings and to allow for creativity in specific building design.

IMPACTS TO PUBLIC FACILITIES

Roads

Projected 2045 traffic without the amendment is projected to be near capacity on Sheridan Street east of SW 172nd Avenue and on Griffin Road east of Dykes Road. The amendment would cause this portion of Sheridan Street to exceed capacity, while the levels of service on Griffin Road east of Bonaventure Boulevard will be near capacity. Levels of service (LOS) are provided below. The design capacity of the various roadways is represented by a LOS of D. A driver will experience a LOS D as relatively congested. A LOS of E or F represents traffic volumes that exceed design capacity. Broward County Planning Council will perform its own traffic impact analysis and may require mitigation measures where impacts are significant and where the amendment would cause the LOS to fail.

Generalized PM Peak Hour Levels of Service

Road	2023	2045	2045 with LUPA Traffic
US 27	B	B	C
Sheridan St. E. 196 Ave.	D	D	E
Griffin Rd. W. 172 Ave.	C	C	C
Griffin Rd. E. 172 Ave.	D	D	D
Griffin Rd. 160 Ave. to I-75	D	D	D
Stirling Road W. of 192 Ave.	B	D	D

Potable water and sanitary sewer

The applicant provided a letter from the City of Pembroke Pines indicating a capability and capacity to serve the property. The Town Council recently adopted an amendment to the comprehensive plan authorizing municipal water and sanitary sewer service from providers other than Sunrise. The applicant will need to obtain a service agreement from Pembroke Pines.

Parks

The amendment does not increase demand for parks.

Schools

The amendment does not increase demand for schools.

Drainage

The applicant has provided a drainage analysis as part of the application backup. The analysis provides for perimeter stormwater retention swales to collect and distribute stormwater to three proposed outfalls. The proposed onsite wetland mitigation area will also provide stormwater attenuation. During site planning for development, secondary stormwater conveyance systems will be designed and permitted for direct connection to the perimeter swale and berm system.

The onsite wetland mitigation area is currently 3.66 acres to be under conservation easement. Offsite mitigation is provided through purchase of 10 credits from the Hole in the Donut Mitigation Bank

Solid waste

The applicant has provided a letter from Waste Management confirming its ability to serve the amendment.

ANALYSIS

The following Comprehensive Plan policies and ULDC requirements provide specific direction for land use along US 27 under the US Highway 27 Business designation.

FLUE POLICY 1.8-a: The Town Council shall consider the extent to which each application submitted for land use plan amendment, rezoning and development furthers the intent and spirit of the policies hereunder in determining whether to approve the application.

FLUE POLICY 1.8-b: A petitioner for the US Highway 27 Business designation shall demonstrate to the satisfaction of the Town Council one of the following: that there is a Town need for such land use; that the resulting development will substantially benefit the Town; or that it is not reasonable to expect the parcel to be developed with a rural residential use.

Staff finding: the Applications cite the tax revenue that will be generated by development of the amendment site and the unsuitability of the amendment site for rural residential use. Both justifications are consistent with the reasons for the Town's establishment of the requested land use category.

FLUE POLICY 1.8-c: No US Highway 27 Business designation may border any parcel with a rural land use plan designation. This shall not apply to any rural residential parcel under unified control with a property designated US Highway 27 Business.

Staff finding: one of the parcels within the Applications border a parcel with a rural land use plan designation.

FLUE POLICY 1.8-d: There shall be no nonresidential, nonagricultural building, structure, parking, storage or use within two hundred (200) feet of an abutting local Town street other than Stirling Road, nor shall there be any such structure, parking, storage or use within two hundred (200) feet of any parcel with a rural land use plan designation, unless such parcel is under unified control with the parcel designated US Highway 27 Business. Open space use, including buffers and drainage retention for a US Highway 27 Business use is not subject to this restriction

Staff finding: this Policy shall govern the proposed locations of buildings proposed via amendment to the master development plan.

FLUE POLICY 1.8-e: Access to development shall be from US 27, Stirling Road, or Griffin Road only.

Staff finding: the master development plan provides for access only from US 27, Stirling Road and Griffin Road.

- (i) Since U.S. 27 is a Class 2 Controlled Access Facility, the Town will not approve an application to amend the Land Use Plan Map to US Highway 27 Business until a conceptual master access management plan ("access plan") shall have been accepted by the Florida Department of Transportation (FDOT) for the entire US 27 corridor within the Town.

Staff finding: the Petitioner obtained a pre-application approval from FDOT for its single driveway opening onto US Highway 27 utilizing a frontage road concept within the FDOT right-of-way. The approval will need to be renewed, as it expired in May, 2024.

- (ii) It shall be the responsibility of an applicant for such map amendment to prepare the access plan and coordinate its acceptance by FDOT and Broward County Highway Construction and Engineering Department, and to coordinate the plan with owners of all other properties with frontage on US 27.

Staff finding: the Petitioner will be required to coordinate the access plan with Broward County HCED as it pertains to driveways accessing Griffin Road. The Petitioner is the only property owner on the east side of the US 27 corridor within the Town.

- (iii) The access plan, as may be amended with the consent of FDOT, shall be binding upon all properties.

Staff finding: the master development plan, inclusive of access and circulation, is consistent with the FDOT conceptual access approval and will control access to all parcels within the amendment site.

- (iv) The Town will not approve a plat application for property fronting US 27 until the applicant has submitted the plat to FDOT for review and obtained approval.

Staff finding: the Town will enforce this Policy prior to plat approval.

FLUE POLICY 1.8-f: Permit those land uses, not to exceed a Floor Area Ratio (F.A.R.) of 0.75, per the US Highway 27 Business Category permitted uses subsection of this Element.

Staff finding: the master development plan limits the F.A.R. to less than 0.32 based upon the developable area of the amendment site, excluding wetland mitigation and rights-of-way.

FLUE POLICY 1.8.g: Buildings shall not exceed forty (40) feet in height, measured to the highest point on the building, including parapets and roof-mounted equipment, provided that the Town Council may authorize up to eight (8) additional feet of height after consideration of a line-of-site study demonstrating that the additional height will not adversely affect any property with a rural land use plan designation.

Staff finding: the master development plan reflects this requirement.

FLUE POLICY 1.8-h: Every development shall provide at least twenty-five percent (25%) pervious area.

Staff finding: the master development plan requires 25 percent pervious area.

FLUE POLICY 1.8-i: Development shall utilize extensive buffering in order to screen the development from properties with a rural land use plan designation, and shall utilize pleasing architecture and building placement to emphasize and showcase the building(s), while locating parking and outdoor storage areas behind the buildings or otherwise screening them from U.S. Highway 27, Stirling Road and Griffin Road. Developers shall provide Florida Vernacular architecture of Caribbean or Cracker style, or combination thereof. This architecture generally promotes generous roof overhangs, colonnades, porches and balconies, and sloped standing seam metal roofs. The land development regulations shall provide further architectural guidance. The Town Council may approve variations that are consistent with the Town's rural character. However, stucco walls in combination with flat, unarticulated rooflines or Mediterranean-style tile roofs that are typical of commercial development in South Florida are prohibited as a means of complying with the architectural requirement.

Staff finding: the amendment site does not border any property with a rural land use plan designation. The master development plan does include perimeter landscape buffers. The master development plan includes architectural design standards consistent with the Florida Vernacular architecture of Caribbean style.

FLUE POLICY 1.8-j: Developments shall be designed and operated so as to minimize demand for public safety services both on and off-site. This may include using Crime Prevention Through Environmental Design principles, careful selection of businesses and land uses, avoiding late night operating hours, erecting barriers adjacent to rural residential uses, and providing on-site security.

Staff finding: this Policy shall be enforced during the site planning process.

FLUE POLICY 1.8-k: Developments shall adhere to the Town's dark-sky outdoor lighting regulations and policies, and are strongly encouraged to take additional measures that mitigate the development's ambient lighting impact on the Town. By way of example, a development could reduce the height of parking lot lighting fixtures by spacing the lower fixtures closer together, using advanced cut-off designs, and limiting the hours during which the lighting is on.

Staff finding: this Policy shall be enforced during the site planning process.

FLUE POLICY 1.8-l: Developments shall design primary identification signage, and specifications for individual tenant signage, that compliment and coordinate with the architecture and landscaping of the development, and that enhance the built environment.

Staff finding: the design standards in the master development plan address this requirement.

FLUE POLICY 1.8-n: Applications for land use plan amendment to establish a US Highway 27 Business designation shall be filed concurrently with a complete application for rezoning to the applicable planned development zoning district.

Staff finding: rezoning Application No. RZ-24-23 was filed for concurrent consideration with land use plan amendment Application No. PA-20-8.

FLUE POLICY 1.8-p: All land designated US Highway 27 Business shall be connected to, or be the subject of a binding agreement providing for the connection to, a municipal water and sewer system prior to issuance of any permit for the construction of any building or roofed structure. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

Staff finding: the staff report includes a recommended condition of approval that the Petitioner obtain a service agreement from Pembroke Pines prior to adoption of the amendment.

Additional requirements under the US Highway 27 Business permitted uses section:

- The Town shall carefully consider potential environmental, traffic and quality of life impacts before changing the land use plan map designation of any parcel to US Highway 27 Business.

Staff finding: the list of permitted uses in the US 27 Zoning District was developed with environmental considerations, including noise, at the forefront. Specific proposed uses will be further evaluated for environmental impact in accordance with the US 27 Zoning District regulations. The amendment can be expected to cause Sheridan Street to have a failing level of service east of SW 196th Avenue by 2045. This portion of Sheridan Street is forecast to approach maximum capacity by 2045 without the amendment. Staff required the Petitioner to analyze the traffic impact to Griffin Road with the assumption that it would be favored for east-west travel over Sheridan Street. The analysis concludes that the amendment will degrade the level of service on most segments of Griffin Road but will not cause any of them to have failing level of service, noting that Griffin Road between Dykes Road and I-75 would closely approach capacity.

- An application for land use plan amendment to designate a property as US Highway 27 Business must affirmatively demonstrate that the amendment is consistent with all of the performance standards established herein. Every such application for plan amendment shall be submitted concurrently with a rezoning application to an implementing zoning district.
 1. Development shall not generate levels of noise, vibration, odor, dust, fumes, smoke, glare, or night-time illumination that are incompatible with residential land uses east of US Highway 27.

Staff finding: the permitted uses in the US 27 Zoning District were selected based upon their potential compatibility with residential land uses east of the amendment site. Those uses that may require individual review to ensure their compatibility are designated special exception uses or subject to additional regulations to control potentially incompatible characteristics.

2. Municipal sanitary sewer and potable facilities must be in place, or the provision of municipal sanitary sewer and potable facilities must be the subject of a binding agreement with a municipality to serve any parcel designated US Highway 27 Business, prior to issuance of any permit for the construction of any building or roofed structure. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

Staff finding: the staff report includes a recommended condition of approval that the Petitioner obtain a service agreement from Pembroke Pines prior to adoption of the amendment.

3. Development shall not involve use of any chemicals, substances or processes that create byproducts that are combustible, carcinogenic, biohazardous, or are otherwise toxic to humans or animals. The land development regulations may permit fuel storage tanks for emergency generators and for the purpose of servicing vehicles or equipment used in the regular course of business, provided that any such tanks may be required to exceed the installation, containment, inspection and other requirements of Article 27, Chapter 10, "Storage Tanks" of the Broward County Code of Ordinances, as may be amended from time to time.

Staff finding: the US 27 Zoning District regulations implement this Policy.

4. Any use – the nature of which may be considered dangerous, or which may potentially compromise the comfort, peace, enjoyment, health or safety of the community or any property with a Rural Ranches, Rural Estate or Agricultural land use plan map designation - shall be prohibited.

Staff finding: the US 27 Zoning District regulations implement this requirement.

5. All development shall provide for north-south cross-access to abutting parcels in accordance with the conceptual master access management plan for the US-27 corridor (see FLUE Policy 1.8-e.). Such access may include dedication and construction of a frontage drive and/or site design that anticipates driveway connections or drive aisle connections with abutting properties, and which provides cross-access easements for such connections.

Staff finding: the master development plan complies with this requirement.

Rezoning criteria

ULDC Section 051-050(B) requires that all land included in an application for rezoning to US 27 District shall be owned by or be under the complete control of the applicant, whether the applicant be an individual, partnership, corporation, other entity, group, or agency.

Staff finding: the land included in Application No. RZ-24-23 is owned by the Bergeron family of companies.

ULDC Section 130-030 requires that the Town Council evaluate the following criteria in determining whether to grant a rezoning. These include consideration of materials provided by the petitioner, the public and the staff report, as well as the following criteria enumerated in the ULDC. Staff findings are shown in *italics*, below.

(A) That the request does NOT meet any of the following criteria whereby the request would be considered contract, or spot zoning:

(1) The proposed rezoning would give privileges not generally extended to similarly situated property in the area.

Staff finding: the rezoning affords land uses and development intensities that are available to other properties with frontage on US Highway 27, in accordance with the Comprehensive Plan.

(2) The proposal is not in the public's best interest and it only benefits the property owner.

Staff finding: the Town established the US 27 Zoning District because of the tax revenue benefits to its residents.

(3) The proposed zoning request violates the Town's Comprehensive Plan.

Staff finding: the zoning request is consistent with the Comprehensive Plan.

(4) The proposed change will result in an isolated district unrelated to adjacent or nearby districts.

Staff finding: the Comprehensive Plan and ULDC specifically provide for the requested zoning at the proposed location due to its unique siting characteristics. Therefore, the proposed change will not result in an isolated district unrelated to adjacent or nearby districts.

If the Town Council finds that the rezoning request does not constitute spot zoning, then the Council must next evaluate the request in conjunction with the four criteria contained immediately below. In evaluating the four criteria contained in (B) below, the Council shall consider the three criteria contained in (C) below.

(B) A zoning modification may be approved if the applicant can demonstrate by competent substantial evidence that the request is consistent with one of the following four criteria:

(1) That there exists an error or ambiguity that must be corrected.

Staff finding: the request is not the result of an error or ambiguity.

(2) That there exists changed or changing conditions that make approval of the request appropriate.

Staff finding: the requested zoning designation was established with specific applicability to lands fronting the US Highway 27 corridor.

- (3) That substantial reasons exist why the property cannot be used in accordance with the existing zoning.

Staff finding: while the Property can be used for agricultural purposes in accordance with the existing zoning, the Town has planned for more intensive uses that are most suitable for its limited-access highway frontage with the strategic purpose of diversifying the Town's tax base.

- (4) That the request would advance a public purpose, including but not limited to, protecting, conserving, or preserving environmentally critical areas and natural resources.

Staff finding: the request will advance the Town's objective of diversifying its tax base.

Staff finds that the application satisfies three of the above criteria, and warrants further consideration under "(C)", below.

- (C) When determining if one of the four (4) criteria delineated in (B), above, has been satisfied, the following considerations shall be made:

- (1) That the request is compatible with surrounding zoning districts and land uses.

Staff finding: the US 27 zoning and land use categories were designed to allow only those uses the Town deemed compatible with surrounding zoning districts and land uses, and provides procedures and development standards to further their compatibility.

- (2) That the request is consistent with, or furthers the goals, objectives, policies, and the intent of the Town's Comprehensive Plan and the Town's Future Land Use Map.

Staff finding: the request is consistent with, and furthers, Objective 1.8 and the policies thereunder, and is generally consistent with the overall goals, objectives, policies, and intent of the Comprehensive Plan as articulated throughout the Future Land Use Element.

- (3) That the anticipated impact of the application would not create an adverse impact upon public facilities such as schools and streets.

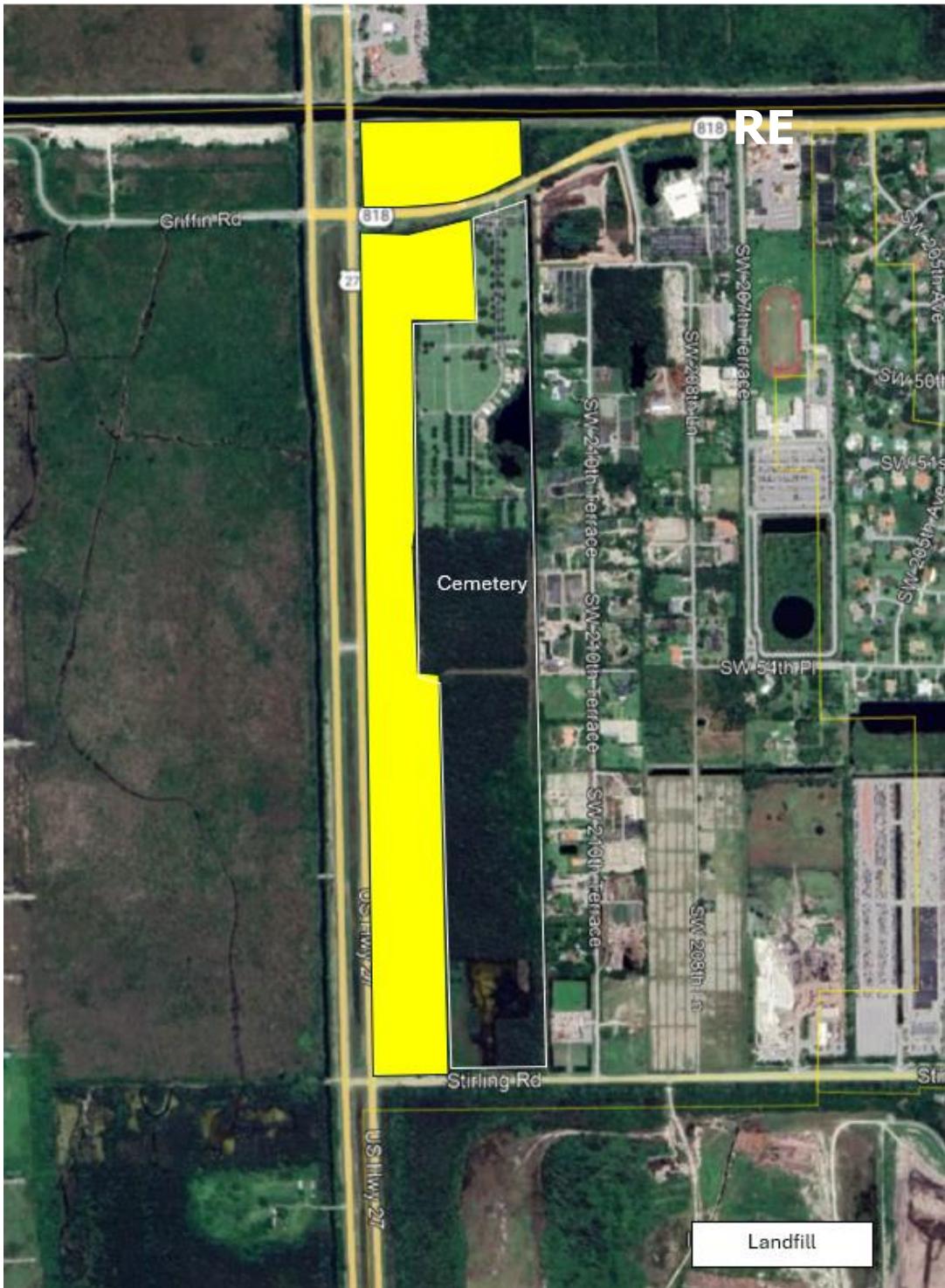
Staff finding: the proposed rezoning will not increase demand for schools or parks, can be served by City of Pembroke Pines potable water and sanitary sewer systems, and is within the capability of the Town's police and fire departments to provide service. Solid waste collection and disposal capacity is available to serve the development that would be authorized by the rezoning, and the developer will be responsible for providing adequate on and/or offsite stormwater drainage. The rezoning will increase traffic on Griffin Road, with the segment between 172nd Avenue and I-75 forecast to closely approach maximum capacity but is not forecast to cause a failing level of service. The rezoning is forecast to cause failing level of service for most of Sheridan Street at the Town's boundary. The Broward County Planning Council will perform its own traffic impact analysis and may require mitigation for those impacts it considers significant and those that it forecasts to cause a failing level of service.

STAFF RECOMMENDATION

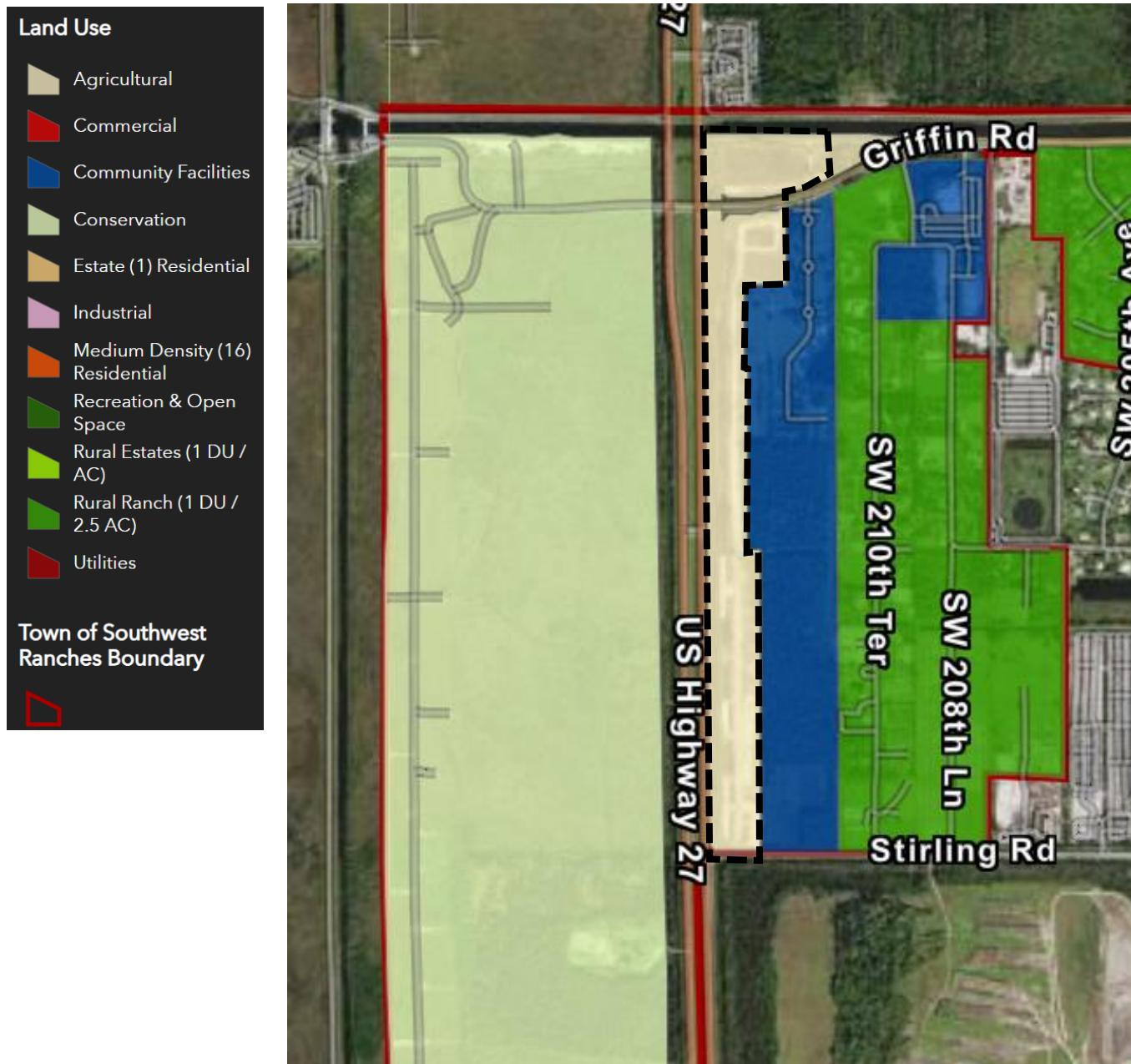
Staff recommends that the Town Council approve Application Nos. PA-20-8 and RZ-24-23 on first reading, subject to Petitioner's compliance with the following conditions prior to second reading:

1. Continue to work with staff to refine the architectural design guidelines.
2. Continue to work with staff to refine the landscape elements of the conceptual plan.
3. Obtain an agreement with the City of Pembroke Pines to provide potable water and sanitary sewer service to the amendment site.
4. Obtain a new FDOT pre-application approval with proposed development intensity per the Applications. The existing approval expired in May 2024 and reflects a slightly lower development intensity.

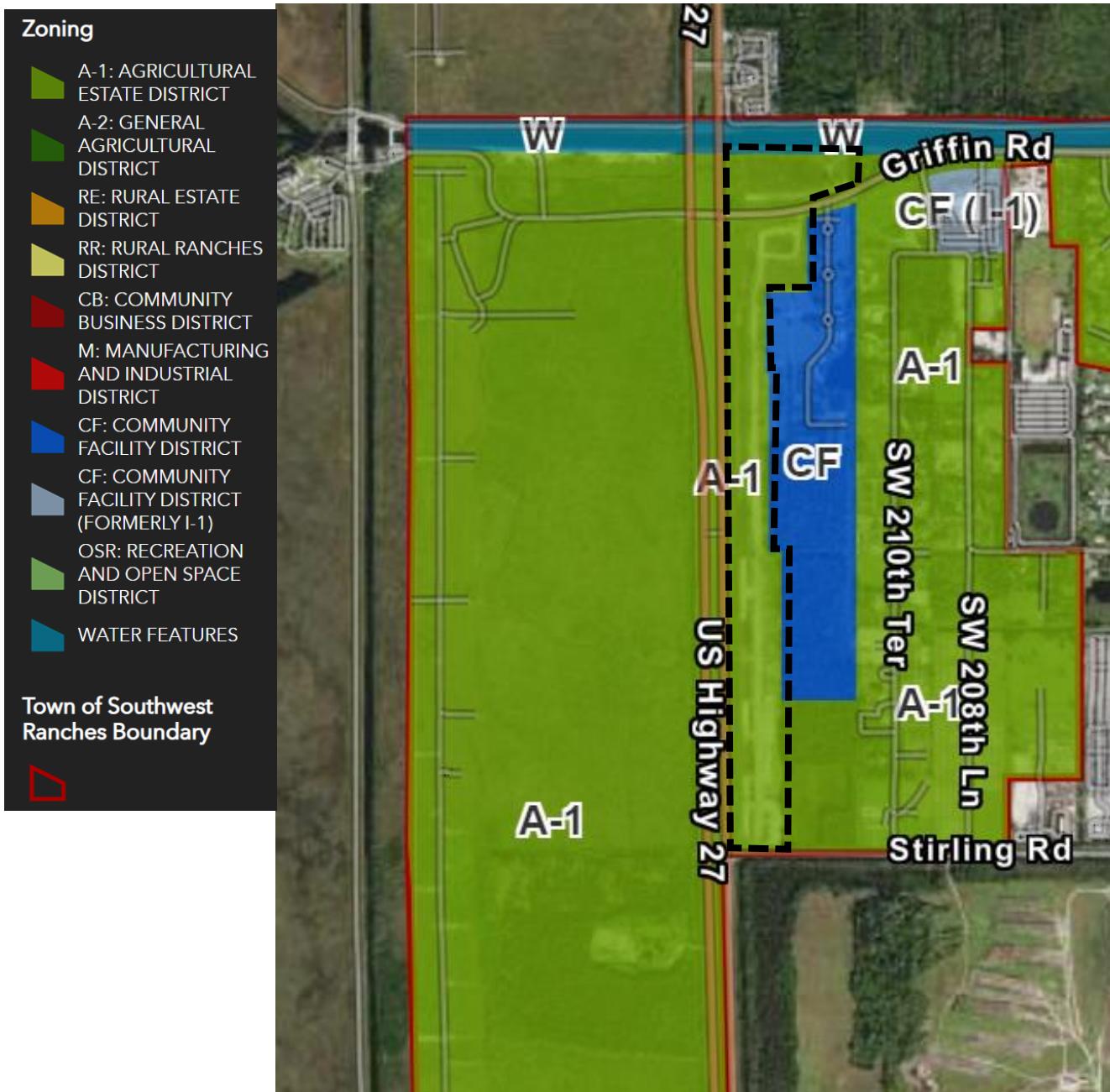
Location Map



Existing Future Land Use Map



Existing Zoning Map



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**US 27 Business Center
Land Use Plan Amendment
Statement of Use and Justification
Revised: September 21, 2023**

Bergeron US 27, LLC and Bergeron SW Ranches US 27, LLC (collectively referred to hereinafter as the “Applicant”) are the owners of the +/- 58.7 gross acre property generally located along the east side of United States Highway 27 (“US 27”) between Stirling Road to the south and the South New River (C-11) Canal to the north (“Property”) in the Town of Southwest Ranches (“Town”) within Broward County (“County”), Florida. The Property consists of twelve (12) parcels identified by the following folio numbers pursuant to the County Property Appraiser’s website: 5039-27-02-0160; 5039-27-02-0210; 5039-27-02-0220; 5039-34-01-0020; 5039-34-01-0100; 5039-34-01-0170; 5039-34-01-0280; 5039-34-01-0340; 5039-34-01-0431; 5039-34-01-0430; 5039-34-01-0420; and 5039-34-01-0570. The Property is technically designated Agricultural on both the Town’s and County’s Future Land Use (“FLU”) Maps and is within the A-1 Agricultural Estate (“A-1”) zoning district, though it is located within a specific corridor the Town Council has more recently identified as US Highway 27 Planned Business District through adoption of associated comprehensive plan and zoning measures discussed below. The Property is a portion of the Everglades Land Company Subdivision as recorded in Plat Book 2, Page 1 of the Public Records of Miami-Dade County. The Property is currently vacant and underutilized as agricultural cattle grazing. Adjacent land uses are summarized in the table below.

Adjacent Land Uses	
North	<ul style="list-style-type: none"> • South New River (C-11) Canal • Seminole Travel Center/Truck Stop (North of the Canal) <ul style="list-style-type: none"> ◦ FLU: Commercial (City of Weston); Commerce (County) ◦ Zoning: C-1, Commercial (City of Weston) • South Florida Water Management District (North of the Canal) <ul style="list-style-type: none"> ◦ FLU: Agricultural (City of Weston); Agriculture (County) ◦ Zoning: AE, Agricultural Estates (City of Weston)
South	<ul style="list-style-type: none"> • Stirling Road • Broward County Landfill (South of Stirling Road) <ul style="list-style-type: none"> ◦ FLU: Community (County) ◦ Zoning: A-6, Agricultural-Disposal (County)
East	<ul style="list-style-type: none"> • Menorah Gardens & Funeral Chapel <ul style="list-style-type: none"> ◦ FLU: Community Facilities (Town); Community (County) ◦ Zoning: CF, Community Facility District (Town)
West	<ul style="list-style-type: none"> • US 27 Highway • South Florida Water Management District <ul style="list-style-type: none"> ◦ FLU: Conservation (Town); Agriculture (County) ◦ Zoning: A-1, Agricultural Estate District (Town)

US Highway 27 Business Land Use and Zoning Categories

On January 26, 2017, the Town Council adopted Ordinance No. 2017-02, which amended the text of the Future Land Use Element of the Town Comprehensive Plan (“Plan”) to establish a new land use designation entitled “US Highway 27 Business.” In adopting Ordinance No. 2017-02, the Town Council agreed with the Town Comprehensive Plan Advisory Board (“CPAB”) that the US 27 corridor is “unsuitable or marginal for rural residential use” and is more suitable for light industrial and business development that would diversify the Town’s tax base. As such, the Town Council adopted Future Land Use Objectives and Policies that would “form the framework for evaluating land use plan amendment petitions seeking the US Highway 27 designation” as well as “evaluating companion petitions for rezoning and site plan” while also protecting the Town’s rural character and lifestyle. The US Highway 27 Business category provisions of the Plan were amended by the Town Council on February 11, 2021, pursuant to Ordinance No. 2021-006, along with regulations added to the Town Unified Land Development Code (“ULDC) to create the necessary associated zoning classification entitled “US Highway 27 Planned Business District” and district regulations to implement the US Highway 27 Business Future Land Use category. The Town’s Plan was subsequently recertified by the Broward County Planning Council on June 24, 2021.

US 27 Business Center

Because the Property is located entirely within the US Highway 27 Planned Business District, the Applicant is submitting companion applications to effectuate the Town’s land use policy for its commercial / industrial development. Specifically, the Applicant proposes a planned development, the US 27 Business Center, consisting of approximately 116,000 square feet of commercial uses and 600,000 square feet of industrial uses (“Project”). The companion

applications include: (1) a land use plan amendment (“LUPA”) to accomplish the Town’s desired conversion from the Agricultural land use designation to the US Highway 27 Business designation intended for the Property with a text amendment to delete from the US Highway 27 Business Future Land Use Element (“FLUE”) Policy and Performance Standards unsustainable language that would require water and sewer connection for the proposed project to be exclusively to the distant City of Sunrise water and sewer systems instead of immediately adjacent systems with sufficient capacity and to clarify that connection to municipal water and sewer systems is required prior to the issuance of a permit for any building with occupiable space as defined by the Florida Building Code, rather than any building or roofed structure; (2) an aligning rezoning of the Property from the A-1 Agricultural Estate zoning district to the US Highway 27 Planned Business District with a text amendment to ULDC Section 051-040(L) to clarify that connection to municipal water and sewer systems is required prior to the issuance of a permit for any building with occupiable space as defined by the Florida Building Code, rather than any building or roofed structure; (3) an associated application to plat the Property; and (4) a development agreement to provide assurances that the development of the Property will be permitted in accordance with the regulations for the US Highway 27 Business land use designation and the US Highway 27 Planned Business District zoning as well as the US 27 Business Center Design Guidelines, the Property’s Master Development Plan, and any amendments thereafter regarding same.

This Statement of Use and Justification demonstrates that the LUPA to accomplish the Town’s desired conversion from the Agricultural land use designation to the US Highway 27 Business designation intended for the Property with a text amendment to delete unsustainable language from the US Highway 27 Business FLUE Policy and Performance Standards that would require water and sewer connection for the proposed project to be exclusively to the distant City of Sunrise water and sewer systems instead of immediately adjacent systems with sufficient capacity and to clarify that connection to municipal water and sewer systems is required prior to the issuance of a permit for any building with occupiable space as defined by the Florida Building Code, rather than any building or roofed structure, complies with all applicable provisions of the Plan and the ULDC.

Land Use Plan Amendment

As noted above, the Applicant is respectfully requesting a LUPA to accomplish the Town’s contemplated conversion from the Agricultural designation to the US Highway 27 Business designation created by the Town for this area with a minor, but vital text, amendment to enable the viability of the Town’s Plan because the current wording of the Policy and Performance Standards requiring that the Applicant secure water and sewer service exclusively from the City of Sunrise is not economically (or legally) viable. Applicant respectfully submits that the proposed LUPA with the corresponding text amendment would render the future land use objective and policies for the US 27 Business designation adopted by the Town achievable. Specifically, prior to adopting the amendments to the Town Plan that created the US Highway 27 Business land use category, the Town specifically tasked its CPAB to identify potential locations for commercial and industrial development. Based on CPAB’s recommendations, the Town made findings that the US 27 corridor is most suitable for business uses that would diversify the Town’s tax base while

protecting the rural character and lifestyle that Town residents enjoy. The Town took special consideration of the existing surrounding uses in drafting and approving its US Highway 27 Business land use category. The companion applications described above seek to apply the framework provided by the Town within the Plan to implement the US Highway 27 Business land use category upon the Property in a reasonable manner. The proposed LUPA is aligned with the Town's vision and provides the Town with a development opportunity that will transform vacant property into a substantial revenue producing development and employment center while remaining consistent with the Town's goals; and this request is the result of the growing need for commercial and industrial uses in southwest Broward County, which is uniquely situated to service the tri-county area and beyond.

Text Amendment

The only barrier to achieving the Town's vision for the US Highway 27 Business land use category is the impracticable limitation that water and sewer service be provided exclusively by the City of Sunrise, which would require connections spanning four (4) miles from the Property. The Applicant respectfully submits that the following simple corresponding amendments would enable the viability of the Town's vision and fulfill all of its applicable objectives by allowing connection to any municipal provider:

FLUE POLICY 1.8-p: All land designated US Highway 27 Business shall be connected to, or shall enter into a binding agreement providing for the connection to, municipal the City of Sunrise water and sewer systems prior to issuance of any permit for the construction of any building with occupiable space as defined by the Florida Building Code or roofed structure. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

Performance Standards A.2. Municipal City of Sunrise sanitary sewer and potable facilities must be in place, or the provision of municipal City of Sunrise sanitary sewer and potable facilities must be the subject of a binding agreement with a municipality the City of Sunrise to serve any parcel designated US Highway 27 Business, prior to issuance of any permit for the construction of any building with occupiable space as defined by the Florida Building Code or roofed structure. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

The rationale for this requested deletion of the City of Sunrise limitation is multi-faceted. Any one of the following three reasons would justify approval of the requested text amendment. First, designating the City of Sunrise as the exclusive provider is akin to a monopolistic business regulation that has no place in a comprehensive land use plan. In this context, it is noteworthy that the language of FLUE Policy 1.8 and Performance Standard A.2 are inconsistent with the Town's Plan as a whole which properly avoids this type of business regulation and allows citizens to obtain services from any available municipal source. For example, Town Plan Utilities Element Policy

1.2-1 states that: “The Town shall coordinate with the City of Sunrise and Cooper City Utilities and other adjacent municipalities to ensure potable water facilities are provided to meet the Town’s short-term and long-term future needs.” Also, Town Plan FLUE Policy 1.7-f states that: *all land with a Commercial designation shall be connected to municipal water and sewer* and the development review requirements within the Future Land Use Implementation section of the Town Plan refers to public potable water and sanitary sewer public facilities. Furthermore, the requirement to connect to the facilities of the City of Sunrise for this Property conflicts with the Town Plan FLUE Policy 1.17-b, which states that: *It shall be the general policy of the Town not to finance or otherwise cause the extension of public potable water systems within its boundaries except as necessary to serve its governmental facilities.* Finally, it should also be noted that the proposed text amendments would also be more consistent with ULDC Section 051-040(L) of the US Highway 27 Planned Business District regulations, which states (including the requested clarification of the type of structure requiring connection):

Water and sewer. No permit for the construction of any building with occupiable space as defined by the Florida Building Code or roofed structure may be issued until the development is connected to, or the subject of a binding agreement for, connection to *municipal* water and sewer systems. No certificate of occupancy, temporary or otherwise, may be issued until the property is served by municipal water and sewer.

Second, the requirement is impracticable. The closest connection to water and sewer facilities is located directly adjacent to the southern portion of the Property within the US 27 Highway right-of-way and is serviced by the City of Pembroke Pines. Presently, there are existing residents in the Town whose water and sewer services are supplied by the City of Pembroke Pines, and the City of Pembroke Pines is also willing to provide water and sewer services to the Property. Please see the City of Pembroke Pines Water and Sewer Availability letter dated April 11, 2023, attached hereto as Exhibit “A.” The closest City of Sunrise water and sewer facilities suitable in size to serve the Property are located at the southeast corner of Griffin and Dykes Road, which is over four (4) miles from the Property. Please see the City of Sunrise Water and Sewer Availability letter dated October 18, 2022, attached hereto as Exhibit “B.” There is no assembled contiguous right of way for water and sewer lines over that four (4) mile span. The Griffin Road right-of-way in this area is owned by multiple entities including the South Florida Water Management District, Broward County, and the Town. Furthermore, a number of private property owners of parcels adjacent to Griffin Road have not dedicated the portions of their parcels necessary to meet the ultimate right-of-way width of Griffin Road shown on the County’s Trafficways map. The Applicant has no legal means to assemble such water and sewer pipeline corridor, and even if the Applicant had such legal means, the cost of assembling the corridor would be both astronomical and unrelated to the impacts of the Applicant’s proposed development since there is water and sewer connection already available at the Property. In addition, construction of watermain and sewer main extension infrastructure spanning over four (4) miles in order to connect to City of Sunrise facilities is in itself cost-prohibitive, which cost is in excess of ten (10) million dollars. Please see the engineer’s cost estimate attached hereto as Exhibit “C.” (Notably, his cost estimate

does not include the additional cost of lift stations or chlorination repump stations that may be necessary to address public safety concerns with respect to the substantial length of the lines that would necessitate these additional improvements to maintain water pressure and water quality levels over the more than four (4) miles needed to connect to City of Sunrise water facilities.) The time required to construct this infrastructure would add crippling delay for the proposed project, another form of unsustainable cost.

Third, application of the City of Sunrise limitation in FLUE Policy 1.8 and Performance Standard A.2 would be legally unsustainable for various reasons including that it would require imposition of permitting conditions that would clearly be illegal under Florida law (that is a “prohibited exaction” under §70.45 Fla. Stat.) as well as unconstitutional under both state and federal law. Specifically, conditioning approval of the proposed planned development upon the Applicant’s extension of water and sewer infrastructure over the four (4) mile span described above lacks any rational nexus to the impacts of the Applicant’s proposed project. The water and sewer infrastructure needs of the Applicant’s proposed development can be met by connection to the municipal water and sewer facilities existing immediately adjacent to the Property. There is no rational nexus between creating over four (4) miles of infrastructure and the infrastructure needs of the proposed US 27 Business Center (or any development of the Property). Likewise, the cost of creating the infrastructure discussed above far exceeds what would be roughly proportional to the water and sewer infrastructure impacts or service needs of the Applicant’s proposed planned development. Granting the Applicant’s requested text amendment would enable the viability of the Town’s adopted land use policy for the Property, fulfill all of its applicable objectives, and avoid entanglement in legal disputes.

Overall Plan Consistency

The Applicant will further demonstrate below that the LUPA is consistent with the Town Comprehensive Plan.

FLUE Goal 1: Ensure the preservation of the town’s rural lifestyle.

As noted above, the Town Council found that the US 27 corridor is most suitable for business uses that would diversify the Town’s tax base while protecting the rural character and lifestyle that Town residents enjoy. The Town Council adopted a comprehensive set of policies, use restrictions, and zoning regulations applicable to the proposed US 27 Business Center that would ensure the preservation of the Town’s rural lifestyle.

FLUE Objective 1.1. Protect all residential areas designated on the Town's Future Land Use Map in order to preserve the Town's existing rural character and lifestyle, while respecting those existing and constitutionally protected property rights of its individual landowners. {BCPC Objective 7.01.00}

As discussed above, the Applicant's proposed LUPA with text amendment deleting the City of Sunrise limitation in the US Highway 27 Business category FLUE Policy 1.8-p and Performance Standard A.2 would be consistent with the objective to respect constitutionally protected property rights of landowners within the Town. This is a policy also mandated by state law. (See §163.3161(10) Fla. Stat.). Unless deleted, this limitation on the municipal water and sewer source will require conditioning approval of the very development which the Town's adopted policy for this area seeks to promote in an unconstitutional manner by imposing permitting conditions that exact infrastructure and associated costs which are unrelated to the proposed development and/or disproportionate to its infrastructure service needs.

FLUE Policy 1.1-b: Land Use Plan amendments to more intensive categories shall be prohibited unless consistent with, and authorized by, FLUE Objective 1.3 and particularly policies 1.3-c, 1.3-d, and 1.3-e pertaining to evaluation of land use plan amendment requests; 1.8 (US Highway 27 Business Category); 1.12 (Community Facilities Category), or unless the Town Council determines that the more intensive use is consistent with, and furthers the overall goal to protect the Town's rural lifestyle. {BCPC Objective 7.01.03}

The Applicant is seeking to amend the Property's land use designation from Agricultural to US Highway 27 Business as specifically contemplated by the Town and permitted pursuant to this Policy.

FLUE Policy 1.1-f: The Town Council shall maintain a rural orientated lighting ordinance regulating all public and private properties.

It should be noted that ULDC Section 051-040(K)(1) applicable to the US 27 Planned Business Center requires mitigation of potential ambient outdoor lighting impacts by limiting the height of parking lot lighting fixtures to twenty-five (25) feet. Thus, the proposed amendment will make the Property more consistent with this policy.

FLUE Objective 1.3: Encourage the elimination of incompatible or inconsistent land uses and prevent future suburban blight. Continue implementing land use programs to encourage the elimination of existing incompatible land uses and prevent future incompatible land uses from occurring. {BCPC OBJECTIVE 14.02.00. Measurement: criteria and standards utilized to evaluate all land use plan amendments to determine compatibility with the town's rural character and its adopted comprehensive plan.}

The Applicant is requesting the LUPA in order to develop the vacant and underutilized Property with a combination of compatible commercial and light industrial development as approved and

permitted by the Town in the Town Plan Policies for the US Highway 27 Business land use category and the ULDC regulations applicable to the US Highway 27 Planned Business District. The Town Plan Policies and ULDC regulations have been carefully designed to mitigate any impacts of the US Highway 27 Business Center upon adjacent land uses.

FLUE Policy 1.3-a: The Town's Land Development regulations shall protect whenever possible all existing and planned rural residential areas from disruptive land uses and nuisances and provide standards for achieving compatibility between different land uses. {BCPC Policy 1.04.04}

The US Highway 27 Business land use category policies and the US Highway 27 Planned Business District regulations create a framework for protecting rural residential areas, which are located to the east of the Menorah Gardens & Funeral Chapel property that provides a substantial buffer between the Property and the existing residential community further east ranging from approximately four hundred twenty (420) feet in width to approximately eight hundred twenty (820) feet in width and averaging nearly seven hundred feet (700) in width. The Applicant's proposal is consistent with that framework.

FLUE Policy 1.3-c: The compatibility of existing and future land uses shall be a primary consideration in the review and approval of amendments to the Broward County and the Southwest Ranches Land Use Plans. {BCPC Policy 14.02.01}

In adopting the US Highway 27 Business land use category, the Town Council found that the US 27 corridor is most suitable for business uses and ensured compatibility of existing and future land uses of the surrounding area by implementing a framework of Plan policies and ULDC regulations to protect the Town's rural character and lifestyle. The Broward County Planning Council recertified the Town Plan, including the US Highway 27 Business land use category on June 24, 2021. At this time, the Applicant is simply seeking to amend the Property's land use designation in order to implement the Town's vision for the US 27 corridor.

FLUE Policy 1.3-d: New non-residential Land Use Plan designations shall be located on US-27 and designed in a manner that does not adversely impact existing and designated rural residential areas. {BCPC Policy 14.02.02}

The Property fronts US 27. The Town Council adopted a comprehensive set of Plan policies and ULDC regulations for evaluating the LUPA, rezoning, and master plan request in order to protect the Town's rural character and lifestyle. These policies and regulations are addressed in detail herein.

FLUE Policy 1.3-n: In order to preserve rural residential neighborhoods and protect the nighttime environment from the effects of excessive lighting and/or excessive glare, the Town shall maintain lighting standards that regulate the maximum intensities and disbursement of outdoor lighting and excessive glare from outdoor lighting within the Town.

It should be noted that ULDC Section 051-040(K)(1) applicable to the US 27 Planned Business Center requires mitigation of ambient outdoor lighting impacts by limiting the height of parking lot lighting fixtures to twenty-five (25) feet.

FLUE Objective 1.8: US Highway 27 Business land use category - Establish and maintain a US Highway 27 Business land use category exclusively for the US Highway 27 corridor, allowing only carefully planned development that is designed to be compatible with adjacent rural residential land uses as substantially buffered by the existing cemetery and open space, and which would be environmentally neutral. Measurement: designation of a US Highway 27 Business category.

In adopting the US Highway 27 Business land use category, the Town Council found that the US 27 corridor, and Applicant's Property in particular, is most suitable for commercial and light industrial business uses and ensured compatibility of existing and future land uses of the surrounding area by implementing a framework of Plan policies and ULDC regulations to protect the Town's rural character and lifestyle. At this time, the Applicant is simply seeking to amend the Property's land use designation in order to implement the Town's vision for its Property, which is located entirely within the US 27 corridor.

FLUE Policy 1.8-a: The Town has identified the US 27 Corridor as appropriate for business uses on the land use plan map. The Town created the US Highway 27 Business Category for this purpose. Only parcels west of US Highway 27 and parcels fronting the east side of US 27 that are buffered from Rural Ranch land use designations by an intervening Open Space or Community Facilities land use designation are eligible for this designation, including parcels that also front Griffin Road or Stirling Road. Parcels designated US Highway 27 Business on the land use plan map must only be developed and used in strict compliance with the following policies. The Town Council shall consider the extent to which each application submitted for land use plan amendment, rezoning and development furthers the intent and spirit of the policies hereunder in determining whether to approve the application.

The Property is entirely eligible and was specifically contemplated for the proposed land use designation. It is isolated from Rural Ranch land use designations in the Town by substantial buffering on the east by the existing Menorah Gardens & Funeral Chapel property, which ranges from approximately four hundred twenty (420) feet in width to approximately eight hundred twenty (820) feet in width and averages nearly seven hundred feet (700) in width, on the west by US 27, on the south by the Broward County landfill, and on the north by the South New River Canal.

FLUE Policy 1.8-b: A petitioner for the US Highway 27 Business designation shall demonstrate to the satisfaction of the Town Council one of the following: that there is a Town need for such land use; that the resulting development will substantially benefit the Town; or that it is not reasonable to expect the parcel to be developed with a rural residential use.

At the direction of the Town Council, the Town CPAB identified the US 27 corridor as an area of the Town unsuitable for rural residential use but rather appropriate for nonresidential and nonagricultural uses without diminishing the Town's rural character or impinging upon the rural lifestyle enjoyed by the Town's residents. Based upon this finding, the Town amended its Plan to create the US Highway 27 Business land use category, which may be applied to the Property due to its location along the east side of US 27 in the Town. As such, the Town Council has determined that there is a Town need for light industrial and commercial uses, that development, such as the US 27 Planned Business Center, will substantially benefit the Town by providing a substantial tax base and employment center, and that it is not reasonable to expect the Property to be developed with a rural residential use.

FLUE Policy 1.8-c: No US Highway 27 Business designation may border any parcel with a rural land use plan designation. This shall not apply to any rural residential parcel under unified control with a property designated US Highway 27 Business.

The Property does not border any parcel with a Rural Land Use Plan designation.

FLUE Policy 1.8-d: There shall be no nonresidential, nonagricultural building, structure, parking, storage or use within two hundred (200) feet of an abutting local Town street other than Stirling Road, nor shall there be any such structure, parking, storage or use within two hundred (200) feet of any parcel with a rural land use plan designation, unless such parcel is under unified control with the parcel designated US Highway 27 Business. Open space use, including buffers and drainage retention for a US Highway 27 Business use is not subject to this restriction.

No nonresidential, nonagricultural building, structure, parking, storage or use will be placed within two hundred (200) feet of an abutting local Town street other than Stirling Road, and no such structure, parking, storage or use will be placed within two hundred (200) feet of any parcel with a rural land use plan designation.

FLUE Policy 1.8-e: Access to development shall be from US 27, Stirling Road, or Griffin Road only.

Access to the Property shall remain limited to access through US Highway 27, Stirling Road, and/or Griffin Road.

(i) Since U.S. 27 is a Class 2 Controlled Access Facility, the Town will not approve an application to amend the Land Use Plan Map to US Highway 27 Business

until a conceptual master access management plan (“access plan”) shall have been accepted by the Florida Department of Transportation (FDOT) for the entire US 27 corridor within the Town.

Please refer to the Pre-Application Letter provided by FDOT on May 1, 2023 and attached hereto as Exhibit “D.”

(ii) *It shall be the responsibility of an applicant for such map amendment to prepare the access plan and coordinate its acceptance by FDOT and Broward County Highway Construction and Engineering Department, and to coordinate the plan with owners of all other properties with frontage on US 27.*

Please refer to the Pre-Application Letter provided by FDOT on May 1, 2023.

(iii) *The access plan, as may be amended with the consent of FDOT, shall be binding upon all properties.*

The Applicant acknowledges this Policy.

(iv) *The Town will not approve a plat application for property fronting US 27 until the applicant has submitted the plat to FDOT for review and obtained approval.*

The Applicant acknowledges this Policy.

FLUE Policy 1.8-f: Permit those land uses, not to exceed a Floor Area Ratio (F.A.R.) of 0.75, per the US Highway 27 Business Category permitted uses subsection of this Element.

The Property will be developed in accordance with the land uses and floor area ratio permitted by the US Highway 27 Business land use category.

FLUE Policy 1.8.g: Buildings shall not exceed forty (40) feet in height, measured to the highest point on the building, including parapets and roof-mounted equipment, provided that the Town Council may authorize up to eight (8) additional feet of height after consideration of a line-of-site study demonstrating that the additional height will not adversely affect any property with a rural land use plan designation.

The Applicant acknowledges this Policy. The Property will be developed in accordance with the height restriction.

FLUE Policy 1.8-h: Every development shall provide at least twenty-five percent (25%) pervious area.

The Applicant acknowledges this Policy. At least twenty-five percent (25%) pervious area will be provided.

FLUE Policy 1.8.i: Development shall utilize extensive buffering in order to screen the development from properties with a rural land use plan designation, and shall utilize pleasing architecture and building placement to emphasize and showcase the building(s), while locating parking and outdoor storage areas behind the buildings or otherwise screening them from U.S. Highway 27, Stirling Road and Griffin Road. Developers shall provide Florida Vernacular architecture of Caribbean or Cracker style, or combination thereof. This architecture generally promotes generous roof overhangs, colonnades, porches and balconies, and sloped standing seam metal roofs. The land development regulations shall provide further architectural guidance. The Town Council may approve variations that are consistent with the Town's rural character. However, stucco walls in combination with flat, unarticulated rooflines or Mediterranean-style tile roofs that are typical of commercial development in South Florida are prohibited as a means of complying with the architectural requirement.

The Applicant acknowledges this Policy. Please see the US 27 Business Center Design Guidelines for more information that demonstrates the proposed amendment is consistent with this policy.

FLUE Policy 1.8-j: Developments shall be designed and operated so as to minimize demand for public safety services both on and off-site. This may include using Crime Prevention Through Environmental Design principles, careful selection of businesses and land uses, avoiding late night operating hours, erecting barriers adjacent to rural residential uses, and providing on-site security.

The Applicant acknowledged this Policy and will consider it when selecting business and tenants for the Property.

FLUE Policy 1.8-k: Developments shall adhere to the Town's dark-sky outdoor lighting regulations and policies, and are strongly encouraged to take additional measures that mitigate the development's ambient lighting impact on the Town. By way of example, a development could reduce the height of parking lot lighting fixtures by spacing the lower fixtures closer together, using advanced cut-off designs, and limiting the hours during which the lighting is on.

The Applicant acknowledges this Policy and notes that ULDC Section 051-040(K)(1) applicable to the US 27 Planned Business Center at site plan approval for a specific development of all or any portion of the Property provides for, when possible, mitigation of potential ambient outdoor lighting impacts in addition to limiting the height of parking lot lighting fixtures to twenty-five (25) feet.

FLUE Policy 1.8-l: Developments shall design primary identification signage, and specifications for individual tenant signage, that compliment and coordinate with the architecture and landscaping of the development, and that enhance the built environment.

The Applicant acknowledges this Policy. At site plan approval for a specific development of all or any portion of the property, signage will be designed to complement and coordinate with the architecture and landscaping of the US 27 Business Center to enhance the built environment. Please see the US 27 Business Center Design Guidelines for more information that demonstrates the proposed amendment is consistent with this policy.

FLUE Policy 1.8-m: The land development regulations shall establish a zoning classification in the form of a planned development district, whereby the specific permitted uses, development standards and a conceptual development plan for the property are made part of the rezoning and will govern use and development of the property supplemental to regulations contained within the land development regulations. The land development regulations for the planned development district shall require that conceptual development plans incorporate all of the applicable elements of the US 27 conceptual master access management plan, which shall be adopted by reference.

The Applicant acknowledges this Policy. Please refer to the Rezoning Statement of Use and Justification for more information regarding the master development plan and compliance with applicable ULDC regulations.

FLUE Policy 1.8-n: Applications for land use plan amendment to establish a US Highway 27 Business designation shall be filed concurrently with a complete application for rezoning to the applicable planned development zoning district.

The Applicant acknowledges this Policy. A companion application for rezoning of the Property from the A-1 Agricultural District to the US Highway 27 Planned Business District has been filed concurrently with this LUPA.

FLUE Policy 1.8-o: The Town shall implement land development regulations to protect adjacent rural areas from potential negative impacts of business developments.

The Applicant acknowledges this Policy and has demonstrated compliance with ULDC regulations applicable to the US 27 Business Center in the Rezoning and Master Development Plan sections below.

FLUE POLICY 1.8-p: *All land designated US Highway 27 Business shall be connected to, or shall enter into a binding agreement providing for the connection to, the City of Sunrise water and sewer systems prior to issuance of any permit for the construction of any building or roofed structure. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.*

As noted above, the Applicant is requesting that the Town Council adopt amendments to the text of the Plan and the proposed amendments to the text of the Plan ensure consistency between the Policies of the Plan and the ULDC regulations.

FLUE OBJECTIVE 1.15: *Ensure that public facilities and services meet level of service standards adopted in the Town's comprehensive plan, and that the Town's development regulations make appropriate provision for power distribution infrastructure. {BCPC Obj 11.00.00} Measurement: Adoption of Concurrency Standards in the Town's Land Development Code consistent with State and County law.*

Please refer to the County LUPA Application package included herein which provides an analysis of public facilities and services and demonstrates that all level of service standards are met.

FLUE POLICY 1.15-b: *To maintain the level of service standards identified within the Town's Comprehensive Plan, the Town shall, prior to final action on amendment to the Land Use Plan, determine whether adequate public facilities and services will be available when needed to serve the proposed development. {BCPC Policy 11.01.03}*

Please refer to the County LUPA Application package included herein which provides an analysis of public facilities and services and demonstrates that all level of service standards are met.

FLUE POLICY 1.15-c: *Prior to plat approval, the Town shall ensure that the public facilities and services necessary to meet the level of service (LOS) standards established within the Town's Comprehensive Plan will be available consistent with Concurrency requirements in subsection 163.3202(g), Florida Statutes, and section 163.3180, Florida Statutes, as amended, and the Concurrency Management policies included within Goal 8.00.00 of the Broward County Land Use Plan. {BCPC Policy 11.01.04}*

Please refer to the County LUPA Application package included herein which provides an analysis of public facilities and services and demonstrates that all level of service standards are met.

Section 2: Permitted Uses in Future Land Use Categories

US Highway 27 Business Category: Performance Standards

The intent of the US Highway 27 Business Category is to: *facilitate a limited range of "clean" light industrial and business uses along the US 27 corridor that are not a threat to the potable water quality of the Biscayne Aquifer or to the peaceful enjoyment of residential properties to the*

east. Before adopting an amendment, such as the proposed LUPA, to change the land use designation of any parcel to US Highway 27 Business, the Town shall *carefully consider potential environmental, traffic and quality of life impacts* and the Applicant must demonstrate that the proposed LUPA is consistent with all of the performance standards below. Additionally, every such application for a LUPA shall be submitted concurrently with a rezoning application to an implementing zoning district.

The Applicant will demonstrate below that the LUPA is consistent with the US Highway 27 Business Category Performance Standards below. The Applicant is also requesting a rezoning of the Property from the A-1 Agricultural Estate zoning district to the US Highway 27 Planned Business District, which is discussed in more detail in the Rezoning Statement of Use and Justification.

A. *Performance Standards.*

1. Development shall not generate levels of noise, vibration, odor, dust, fumes, smoke, glare, or night-time illumination that are incompatible with residential land uses east of US Highway 27 that can be detected from any property with a Agricultural, Rural Ranch or Rural Estate land use plan map designation.

The Applicant acknowledges this standard. As development plans for the Property progress and site plan approval is requested for development of the US 27 Business Center, the Applicant will demonstrate that the proposed development does not generate levels of noise, vibration, odor, dust, fumes, smoke, glare, or night-time illumination that can be detected from residential land uses east of US 27. Development will also comply with all applicable provisions of the ULDC, in particular, Article 51 of the ULDC, which specifies development regulations for the US Highway 27 Planned Business District, and which were carefully crafted to protect existing residential communities to the east of US 27.

2. City of Sunrise sanitary sewer and potable facilities must be in place, or the provision of City of Sunrise sanitary sewer and potable facilities must be the subject of a binding agreement with the City of Sunrise to serve any parcel designated US Highway 27 Business, prior to issuance of any permit for the construction of any building or roofed structure. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

As noted above, the Applicant is requesting that the Town Council adopt amendments to the text of the Plan, and the proposed amendments to the text of the Plan ensure consistency between the Policies of the Plan and the ULDC regulations.

3. Development shall not involve use of any chemicals, substances or processes that create byproducts that are combustible, carcinogenic, biohazardous, or are otherwise toxic to humans or animals. The land development regulations may permit fuel storage tanks for emergency generators and for the purpose of servicing vehicles or equipment used in the

regular course of business, provided that any such tanks may be required to exceed the installation, containment, inspection and other requirements of Article 27, Chapter 10, "Storage Tanks" of the Broward County Code of Ordinances, as may be amended from time to time.

The Applicant acknowledges this standard. As development plans for the Property progress and site plan approval is requested for development of the US 27 Business Center, the Applicant will demonstrate compliance with the standard. Should fuel storage be proposed as an accessory use, the Applicant will comply with ULDC Section 51-30(D) regulating fuel storage and the installation, containment, inspection and other requirements of Article 27, Chapter 10, "Storage Tanks" of the Broward County Code of Ordinances.

4. Any use – the nature of which may be considered dangerous, or which may potentially compromise the comfort, peace, enjoyment, health or safety of the community or any property with a Rural Ranches, Rural Estate or Agricultural land use plan map designation - shall be prohibited.

Uses proposed within the US 27 Business Center will be limited to those permitted pursuant to ULDC Section 51-20.

5. All development shall provide for north-south cross-access to abutting parcels in accordance with the conceptual master access management plan for the US-27 corridor (see FLUE Policy 1.8-e.). Such access may include dedication and construction of a frontage drive and/or site design that anticipates driveway connections or drive aisle connections with abutting properties, and which provides cross-access easements for such connections.

The Applicant acknowledges this standard. Please refer to the Pre-Application Letter provided by FDOT on May 1, 2023, and the Master Circulation and Access Plan showing the proposed frontage road that will provide for north-south access throughout the Property.

FUTURE LAND USE IMPLEMENTATION:

The Applicant will demonstrate below that the Development Review Requirements of the Implementation Section of the Town's Future Land Use Element of the Comprehensive Plan are met:

A. Traffic circulation, recreational, drainage and flood protection, public potable water where applicable, solid waste and sanitary sewer public facilities, septic tanks, where applicable, and services will be available to meet established level of service standards, consistent with Chapter 163.3202(g) Florida Statutes and the concurrency management policies included with the goal of the Town's Land Use Plan.

Please refer to the County LUPA application package included herein, which provides an analysis of public facilities and services.

B. Local streets and roads will provide safe, adequate access between buildings within the proposed development and the traffic ways identified on the Broward County Traffic Ways Plan prior to occupancy.

The Applicant acknowledges this standard. Please refer to the Pre-Application Letter provided by FDOT on May 1, 2023, and the Master Circulation and Access Plan, which includes a frontage road along US 27 and access to the Property from Griffin and Stirling Roads and US 27.

C. Fire protection service will be adequate to protect people and property in the proposed development.

Fire services are provided to the Property pursuant to the Interlocal Agreement between the Town of Davie and the Town of Southwest Ranches for Delivery of Emergency Medical, Fire Protection, and Fire Prevention Services recorded in Official Records Book 50374, Page 1550 of the Public Records of Broward County. The Applicant contacted the Town of Davie Fire Rescue Department regarding the US 27 Business Center prior to submitting this development application package to the Town of Southwest Ranches. No concerns were raised regarding the adequacy of fire protection services to the master plan area. The Applicant will continue to work with the Town of Davie Police and Fire Rescue Departments as development plans progress for the Property.

D. Police protection service will be adequate to protect people and property in the proposed development.

Police services are provided to the Property pursuant to the Interlocal Agreement between the Town of Davie and the Town of Southwest Ranches for Police Services recorded in Official Records Book 50374, Page 1520 of the Public Records of Broward County. The Applicant contacted the Town of Davie Police Department regarding the US 27 Business Center prior to submitting this development application package to the Town of Southwest Ranches. No concerns were raised regarding the adequacy of police protection services to the master plan area. The Applicant will continue to work with the Town of Davie Police Department as development plans progress for the Property.

E. School sites and school buildings will be adequate to serve the proposed development.

No residential uses are proposed. As such, this standard does not apply.

F. Development does not include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR), Part 77, Subpart B, unless the Federal Aviation Administration issues, or has issued within the previous ninety (90) days, a written acknowledgment that said structure or alteration would not constitute a hazard to air navigation and does not require increases to minimum instrument right altitudes within a terminal area, increases to minimum obstruction clearance altitudes, or any other operational modifications at any existing airport or

heliport or any planned or proposed airport as described in Federal Aviation Regulations (FAR) Part 77.21 (c)(2).

The Applicant acknowledges this standard.

Conclusion

In its current condition as a vacant, privately owned property having no significant environmental features that would require protection, the Property provides minimal community value. The proposed LUPA would provide employment opportunities during the construction phases and a long-term tax revenue stream to the Town. For these reasons, the Property would be better utilized as an industrial/commercial development and employment center. As discussed in detail above, the Plan and ULDC provisions applicable to the US Highway 27 Business Future Land Use category and the US Highway 27 Planned Business District result in a comprehensive set of policies, use restrictions, and zoning regulations that were carefully crafted to protect the Town's rural character and lifestyle, while enhancing the tax base. The LUPA is consistent and compatible with existing and proposed uses in the area; and the Property is substantially separated from properties to the south, west and north by three (3) major thoroughfares, while the Menorah Gardens & Funeral Chapel property provides a substantial buffer between the Property and rural residential uses further east. The Applicant is respectfully requesting Town Council approval of the LUPA to accomplish the Town's contemplated conversion from the Agricultural designation to the US Highway 27 Business designation created by the Town for this area with a minor, but vital text, amendment to enable the viability of the Town's Plan and to effectuate the Town's land use policy and vision for commercial and industrial development within the US27 corridor.

Exhibit “A”
City of Pembroke Pines
Water and Sewer Availability Letter



PEMBROKE PINES
CITY COMMISSION

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Iris A. Siple
VICE MAYOR
DISTRICT 3
954-450-1030
isiple@ppines.com

Jay D. Schwartz
COMMISSIONER
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
954-450-1030
acastillo@ppines.com

Thomas Good, Jr.
COMMISSIONER
DISTRICT 1
954-450-1030
tgood@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

April 11, 2023

Ron Bergeron
19612 SW 69th Place
Pembroke Pines, FL 33332

RE: Request for Letter of Service Availability for Bergeron US-27 Business Center located in the Town of Southwest Ranches, FL.

Dear Mr. Bergeron:

The City of Pembroke Pines has the capacity and capability of providing water and wastewater services to the Bergeron US-27 Business Center located east of US 27 between Stirling Road and the C-11 canal within the Town of Southwest Ranches.

Providing utility services to this site is subject to the Town of Southwest Ranches providing a letter of approval to the City of Pembroke Pines to serve this parcel. Upon receipt of the Town's approval, the Pembroke Pines Commission will consider this request.

Sincerely,

Charles F. Dodge

Charles F. Dodge
City Manager

CFD/md

Exhibit “B”
City of Sunrise
Water and Sewer Availability Letter



Community Development - Engineering Division

1601 NW 136 Ave., Bldg. A Sunrise, FL 33323 P: 954.746.3270 F: 954.746.3287

October 18, 2022

Bill Barbaro, P.E.
Carnahan Proctor & Cross
814 S. Military Trail
Deerfield Beach, FL 33442

Via Email: BBarbaro@cpc-eng.com

Re: **Water and Sewer Availability**
Griffin Road, US HWY 27
Weston, FL 33332 (Folio #'s 503927020160, 503927020210, 503927020220, 503934010020, 503934010100, 503934010170, 503934010280, 503934010340, 503934010431, 503934010430, 503934010420 and 503934010570)

Dear Mr. Barbaro:

The above referenced properties are located within the water and sewer utility service area of the City of Sunrise. Please be advised that there is a 12-inch watermain, as well as a 14-inch sewer force main on the South East corner of Griffin Rd and Dykes Rd approximately 4 miles from the properties. Both a watermain and sewermain extension would be required.

Please note that the information provided within this letter is an approximation based on the City's schematic water and sewer atlas, and the City recommends that this information be verified through field inspections and as-built information prior to any civil engineering design.

The City has reserved no water and sewer plant capacity for your project and makes no representation to any party that water and sewer plant capacity is available until a party executes a Utility Service Permit with the City and pays the Plant Connection Fees based upon proposed water consumption.

If you wish to reserve plant capacity for your project, please begin by completing the City of Sunrise Utility Service Permit Questionnaire and returning it to this department along with all required attachments. The Utility Service Permit Questionnaire and Fee Schedule are available at the document library on the City's website: <https://www.sunrisefl.gov/our-city/advanced-components/document-central/-folder-182>. Plant Connection Fees are governed by the City's Code of Ordinances, Section 15-119, which may be found at https://library.municode.com/fl/sunrise/codes/code_of_ordinances

If we may be of further assistance to you, please advise.

Sincerely,
CITY OF SUNRISE

Ravindra Ramgulam, P.E.
City Engineer

Exhibit “C”
Engineer’s Cost Estimate

Engineer's Opinion of Probable Construction Cost (EOPCC)

Project:	US 27 Business Center - City of Sunrise Utility Extension				
Project Number:	210300	US 27 Business Center - Town of Southwest Ranches			
		Date: 11/09/2022			
Item	Description	Unit	Quantity	Unit Price	Total
Water Main Extension					
1	16" PVC Water Main	LF	28,666	\$ 103.75	\$ 2,974,097.50
2	16"x16" Tapping Sleeve	EA	1	\$ 9,375.00	\$ 9,375.00
3	16" Cap & Blowoff	EA	1	\$ 2,812.50	\$ 2,812.50
4	16" Gate Valve	LS	1	\$ 156,250.00	\$ 156,250.00
5	16" Wet Tap	EA	1	\$ 8,750.00	\$ 8,750.00
6	Air Release Valve in Concrete Vault	EA	4	\$ 9,375.00	\$ 37,500.00
7	Sampling Points	EA	25	\$ 875.00	\$ 21,875.00
8	30" Steel Casing for Jack & Bore	LF	289	\$ 750.00	\$ 216,750.00
9	Fittings	LS	1	\$ 16,250.00	\$ 16,250.00
Water Main Extension Subtotal					\$ 3,443,660.00
Force Main Extension					
9	10" PVC Force Main	LF	28,757	\$ 75.00	\$ 2,156,775.00
10	10"x10" Tapping Sleeve	EA	1	\$ 7,500.00	\$ 7,500.00
11	10" Cap & Blowoff	EA	1	\$ 2,250.00	\$ 2,250.00
12	10" Gate Valve	LS	1	\$ 131,250.00	\$ 131,250.00
13	Air release Valve in Concrete Vault	EA	6	\$ 8,750.00	\$ 52,500.00
14	10" Wet Tap	EA	1	\$ 8,750.00	\$ 8,750.00
15	24" Steel Casing for Jack & Bore	LF	490	\$ 687.50	\$ 336,875.00
16	Fittings	LS	1	\$ 25,000.00	\$ 25,000.00
Force Main Extension Subtotal					\$ 2,720,900.00
Roadway / Site Restoration					
17	2" Asphalt Pavement	SY	445	\$ 20.00	\$ 8,900.00
18	8" Limerock Base	SY	445	\$ 18.75	\$ 8,343.75
19	12" Compacted Subgrade	SY	445	\$ 7.50	\$ 3,337.50
20	Sod	SY	63,633	\$ 3.75	\$ 238,624.99
21	Remove Asphalt Pavement	SY	445	\$ 26.25	\$ 11,681.25
22	Pavement Markings & Signage Restoration	LS	1	\$ 31,250.00	\$ 31,250.00
23	Remove & Reset Existing Guardrail	LF	500	\$ 56.25	\$ 28,125.00
Roadway / Site Restoration Subtotal					\$ 330,262.49
Subtotal Construction Cost					\$ 6,494,822.49
Soft Cost					
24	Engineering, Survey & Permitting (15% of Construction Costs)	LS	1	\$ 0.15	\$ 974,223.37
25	Mobilization (9% of Construction Costs)	LS	1	\$ 0.09	\$ 584,534.02
26	Maintenance of Traffic (7% of Construction Costs)	LS	1	\$ 0.07	\$ 454,637.57
27	Contingency (25% of Construction Costs)	LS	1	\$ 0.25	\$ 1,623,705.62
Soft Cost Subtotal					\$ 3,637,100.59
TOTAL ESTIMATED CONSTRUCTION COST					\$ 10,131,923.08

Exhibit “D”
Florida Department of Transportation
Pre-Application Letter



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 1, 2023

THIS PRE-APPLICATION LETTER IS VALID UNTIL – May 1, 2024
THIS LETTER IS NOT A PERMIT APPROVAL

William Barbaro P.E.
Carnahan Proctor and Cross Inc.
814 S. Military Trail Deerfield Beach, FL 33076

Dear William Barbaro P.E.:

RE: Pre-application Review for **Category E Driveway**, Pre-application Meeting Date: **October 20, 2022**
Broward County - Town of Southwest Ranches; SR 25; Sec. # 86060000; MP: 6.5; Access Class - 2;
Posted Speed - 60; SIS - SIS Corridor; FDOT Ref. Project:

Request: Right-in/right-out driveway on US 27, located approximately 2,800 feet north of Stirling Road.

SITE SPECIFIC INFORMATION

Project Name & Address: **Bergeron US 27 Business Center** – Lat: 26.05184 Lon: -80.43325
Property Owner: **Bergeron US 27 LLC**; Parcel Size: **56 Acres**
Development Size: **165,500 SF Business Park, 543,800 SF General Light Industrial**

REQUEST APPROVED

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

- A minimum driveway length of 140 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided.
- If a gate is proposed, a minimum driveway length of 100 feet to the call box and/or gate house, and a turnaround area before the gate are required.
- A right turn lane is required and shall meet the minimum requirements in the Florida Design Manual (FDM) and shall provide space for a buffered bicycle lane.
- Main Driveway: Provide a southbound acceleration lane along SR 25/US-27, south of the median opening. Provide queueing analysis at the proposed main driveway.
- Stirling Road: Restrict Stirling Road access to a channelized right-in-only.
- Griffin Road: Provide a widened inbound area to accommodate expected heavy vehicles, the turning path will have to be verified at the time of permit. AutoTURN analysis is required.

Traffic Impact Study shall be submitted to the Department (Traffic Operations and Planning Office) at the time of permit, including all the above-mentioned conditions.

Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <https://osp.fdot.gov>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter.

Sincerely,

Carina Harvey
District Access Management Manager

cc: Anthony Beecher
File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\Pre-application Letter Template.docx

www.dot.state.fl.us



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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: December Lauretano-Haines, PRF Director
DATE: 10/23/2025
SUBJECT: Agreement with All Water Service, LLC for Water System Regulatory and Maintenance Services

Recommendation

Town Council consideration to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

B. Enhanced Resource Management

Background

The Florida Department of Environmental Protection (FDEP) has classified four Town of Southwest Ranches water systems as Transient Non-Community Water Systems at the following locations:

1. 13400 Griffin Road, Southwest Ranches, FL 33330 (Town hall)
2. 17220 Griffin Road, Southwest Ranches, FL 33331 (Volunteer Fire Department)
3. 17630 SW 56th St, Southwest Ranches, FL 33331 (Rolling Oaks)
4. 18900 Griffin Road Southwest Ranches, FL 33332 (Country Estates Park)

In accordance with FDEP recommendations, the Town has contracted with All Water Service, LLC, a Florida licensed operator, to maintain the systems and to assist the Town in complying with State and Federal rules and regulations that apply to Public Water Systems (PWS). In accordance with the terms and conditions of Agreement # 20-014, and its allowable

extensions, All Water Service, LLC, has performed these services from October 22, 2020 through the present.

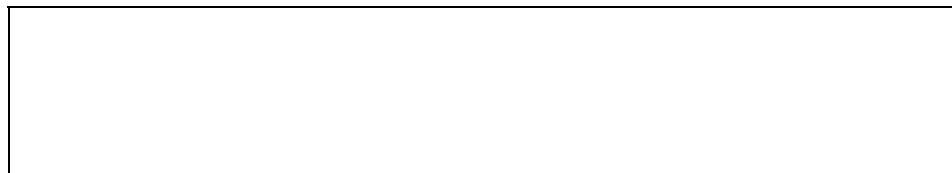
In preparation for expiration of Agreement # 20-014 on October 30, 2025, on July 15, 2025, the Town advertised Request for Proposal (RFP) #25-018 for "Water System Regulatory and Maintenance Services" in accordance with the Town's purchasing policy and in compliance with Federal, State & Local requirements. The Town received one (1) response from All Water Service, LLC.

Since All Water Service, LLC has maintained the systems and ensured the Town's compliance with the various State and Federal rules and regulations that apply to Public Water Systems, maintains a valid drinking water license, and is an FDEP approved vendor, after reviewing the proposal, it was determined that All Water Service LLC provided the lowest responsive and responsible base bid that met the requirements of RFP 25-018.

Fiscal Impact/Analysis

The Town budgeted Thirty-Two Thousand, Nine Hundred and Eighty-Nine Dollars and Eighty-Four Cents (\$32,989.84) for these services in the FY 2025-2026 adopted Town Budget. Thus, a budget amendment in the amount of Three Thousand, Forty-Nine Dollars and Forty Cents (\$3,049.40) is required to fund these services in Fiscal Year 2025-2026, as follows:

Locations	RFP25-018	FY2025-2026 Adopted Budget	Budget Amendment Amount: INCREASE	Account#
Volunteer Fire	\$ 8,146.08	\$ 6,680.00	\$ 1,466.08	001-3200-522-43110
Town Hall	\$ 9,297.72	\$ 8,600.00	\$ 697.72	001-3900-519-43110
PROS Rolling Oaks Park	\$ 9,297.72	\$ 8,854.92	\$ 442.80	001-3600-572-43110
PROS Country Estates Park	\$ 9,297.72	\$ 8,854.92	\$ 442.80	001-3600-572-43110
TOTAL	\$36,039.24	\$32,989.84	\$3,049.40	



Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	10/1/2025	Executive Summary
Resolution - TA Approved	10/16/2025	Resolution
Agreement	10/1/2025	Agreement
Original Agreement	10/1/2025	Backup Material

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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

COUNCIL MEMORANDUM

TO: Honorable Mayor and Town Council

THRU: Russell Muñiz, Town Administrator

FROM: December Lauretano-Haines, Parks Recreation and Forestry Director

DATE: October 23, 2025

SUBJECT: Agreement with All Water Service, LLC for Water System Regulatory and Maintenance Services

Recommendation

Town Council consideration to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priority

B. Enhanced Resource Management

Background

The Florida Department of Environmental Protection (FDEP) has classified four Town of Southwest Ranches water systems as Transient Non-Community Water Systems at the following locations:

1. 13400 Griffin Road, Southwest Ranches, FL 33330 (Town hall)
2. 17220 Griffin Road, Southwest Ranches, FL 33331 (Volunteer Fire Department)
3. 17630 SW 56th St, Southwest Ranches, FL 33331 (Rolling Oaks)
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In accordance with FDEP recommendations, the Town has contracted with All Water Service, LLC, a Florida licensed operator, to maintain the systems and to assist the Town in complying with State and Federal rules and regulations that apply to Public Water Systems (PWS). In accordance with the terms and conditions of Agreement # 20-014, and its allowable extensions, All Water Service, LLC, has performed these services from October 22, 2020 through the present.

In preparation for expiration of Agreement # 20-014 on October 30, 2025, on July 15, 2025, the Town advertised Request for Proposal (RFP) #25-018 for "Water System Regulatory and Maintenance Services" in accordance with the Town's purchasing policy and in compliance with Federal, State & Local requirements. The Town received one (1) response from All Water Service, LLC.

Since All Water Service, LLC has maintained the systems and ensured the Town's compliance with the various State and Federal rules and regulations that apply to Public Water Systems, maintains a valid drinking water license, and is an FDEP approved vendor, after reviewing the proposal, it was determined that All Water Service LLC provided the lowest responsive and responsible base bid that met the requirements of RFP 25-018.

Fiscal Impact/Analysis

The Town budgeted Thirty-Two Thousand, Nine Hundred and Eighty-Nine Dollars and Eighty-Four Cents (\$32,989.84) for these services in the FY 2025-2026 adopted Town Budget. Thus, a budget amendment in the amount of Three Thousand, Forty-Nine Dollars and Forty Cents (\$3,049.40) is required to fund these services in Fiscal Year 2025-2026, as follows:

Locations	RFP25-018	FY2025-2026 Adopted Budget	Budget Amendment Amount: INCREASE	Account#
Volunteer Fire	\$ 8,146.08	\$ 6,680.00	\$1,466.08	001-3200-522-43110
Town Hall	\$ 9,297.72	\$ 8,600.00	\$ 697.72	001-3900-519-43110
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PROS Country Estates Park	\$ 9,297.72	\$ 8,854.92	\$ 442.80	001-3600-572-43110
TOTAL	\$36,039.24	\$32,989.84	\$3,049.40	

Staff Contact:

December Lauretano-Haines

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH ALL WATER SERVICE, LLC IN THE AMOUNT OF THIRTY-SIX THOUSAND, THIRTY-NINE DOLLARS AND TWENTY-FOUR CENTS (\$36,039.24) FOR WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES OF THE FOUR (4) TRANSIENT NON-COMMUNITY WATER SYSTEMS AND APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to contract services to provide for water system regulatory and maintenance services for four (4) Transient Non-Community Water Systems; and

WHEREAS, on July 15, 2025, in furtherance of the Town's Procurement Code and policy, the Town advertised a Request for Proposal (RFP) #25-018 for "Water System Regulatory and Maintenance Services" in compliance with Federal, State & Local 2CFR 200 Compliance requirements; and

WHEREAS, on August 12, 2025, the Town received one (1) response to its request for proposals from All Water Service, LLC; and

WHEREAS, on August 27, 2025, the Town's selection committee, at a publicly advertised meeting, reviewed and ranked the only proposal received using the RFP selection criteria listed and found the vendor to be reasonable and responsive; and

WHEREAS, All Water Service, LLC's bid tabulation for the Base Bid equals Thirty-Six Thousand, Thirty-Nine Dollars and Twenty-Four Cents (\$36,039.24); and

WHEREAS, the Town budgeted Thirty-Two Thousand, Nine Hundred Eighty-Nine Dollars and Eighty-Four Cents (\$32,989.84) for these services in the FY 2025-2026 adopted Town Budget; and

WHEREAS, a budget amendment utilizing unassigned fund balance (reserves – 001-0000-399-39900) in the amount of Three Thousand, Forty-Nine Dollars and Forty Cents (\$3,049.40) is required to fund these services in Fiscal Year 2025-2026; and

WHEREAS, the initial term of the Agreement is anticipated to be three (3) years; and

WHEREAS, the Town Administrator reserves the right to extend the agreement for up to two (2) additional two (2) -year periods, with three percent (3%) annual increases, subject to mutual agreement and satisfactory performance; and

WHEREAS, the Town of Southwest Ranches desires to enter into an agreement 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 recitals above are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves entering into an Agreement with All Water Service, LLC in the amount of Thirty-Six Thousand, Thirty-Nine Dollars and Twenty-Four Cents (\$36,039.24) for the Water System Regulatory and Maintenance Services for the four (4) Transient Non-Community Water Systems in substantially the same form as that attached hereto as Exhibit "A".

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

Section 4. The Town Council approves a budget amendment, as follows:

Locations	RFP25-018	FY2025-2026 Adopted Budget	Budget Amendment Amount: INCREASE	Account#
Volunteer Fire	\$ 8,146.08	\$ 6,680.00	\$1,466.08	001-3200-522-43110
Town Hall	\$ 9,297.72	\$ 8,600.00	\$ 697.72	001-3900-519-43110
PROS Rolling Oaks Park	\$ 9,297.72	\$ 8,854.92	\$ 442.80	001-3600-572-43110
PROS Country Estates Park	\$ 9,297.72	\$ 8,854.92	\$ 442.80	001-3600-572-43110
TOTAL	\$36,039.24	\$32,989.84	\$3,049.40	

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 23rd day of October 2025 on a motion by

_____ and seconded by _____.

Breitkreuz	_____
Hartmann	_____
Allbritton	_____
Kuczenski	_____
Jablonski	_____

Ayes	_____
Nays	_____
Absent	_____
Abstaining	_____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.080.2025

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

Town Administrator
Russell Muñiz



REQUEST FOR PROPOSALS (RFP)

RFP No. 25-18

Town of Southwest Ranches
is seeking proposals for:

WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES

Proposer shall submit **ONLINE** using the DemandStar E-bidding platform at <http://www.demandstar.com>. Please refer to the instructions on the following page of this RFP – Page 2.

Non-Mandatory Pre-Proposal Conference: Tuesday, July 22, 2025 at 9:00 a.m. local time. See Section 1.3, of this RFP for the location of the Pre Proposal Conference.

The complete submittal must uploaded **ONLINE** no later than **11:00 a.m. EST Thursday, August 7, 2025**. Facsimile submittals will not be accepted. Responses to this RFP after such date and time will NOT be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

CAUTION

Amendments to this RFP will be posted on the Southwest Ranches website Procurement page 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 the 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 solicitation document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Division.

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

Date issued/available for distribution: July 15, 2025

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

ADVERTISEMENT FOR PROPOSALS

The Town of Southwest Ranches, Florida, will receive sealed proposals online via the Demandstar.com E-bidding platform until **11:00 AM, Thursday, August 7, 2025**, at which time the system will publicly open and the Procurement Officer Christina Semeraro will read the Proposer entity names aloud:

"RFP No: 25-18 – WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES"

The Town is soliciting proposals from qualified and experienced firms for all material, labor, tools, equipment, machinery and supplies necessary for monitoring and maintenance of the Transient Non-Community ("TNWS") water system in compliance with local, county and Environmental Protection Agency ("EPA") regulations.

Vendor registration and Bid specifications can be obtained free of charge from:

<https://www.southwestranches.org/procurement/2025-2/>

We've Gone Paperless!

ONLINE SUBMITTAL INSTRUCTIONS: Submitting a Proposal via DemandStar – For Non-Registered Vendors

Vendors who are **not currently registered** with DemandStar may still participate in this solicitation. DemandStar allows non-registered vendors to **upload their proposal responses electronically** at no cost by following the steps below:

1. Visit: <https://www.demandstar.com>
2. Click on the **"GET STARTED"** link at the top of the homepage.
3. You will be prompted to either log in or create a **free DemandStar account** for proposal submission only.
4. In the search bar, enter **"Town of Southwest Ranches"** and locate the appropriate event number (e.g., **IFB 25-01**).
5. Click the bid title and then select **"Submit Electronic Response"**.
6. Follow the system instructions to upload your response documents and confirm your submission.

Important:

- Submissions must be completed and received by the deadline specified in the solicitation.
- Late submissions will not be considered.

If you encounter any technical issues during the upload process, please contact **DemandStar Vendor Support** at support@demandstar.com or call **(866) 273-1863**.

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

REQUEST FOR PROPOSALS (RFP)

SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposal (RFP) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (the “Town”), by and through its Procurement Office (“Officer”). The Officer is the *sole* point of contact concerning this RFP. All communications regarding this RFP must be done through the Officer (*See* Section 1.6, Contact Person).

1.2 PURPOSE

The Town is soliciting proposals from qualified and experienced firms for all material, labor, tools, equipment, machinery and supplies necessary for monitoring and maintenance of the Transient Non-Community water system (“TNWS”) in compliance with local, county and Environmental Protection Agency (EPA) regulations. The TNWS Sites include:

1. **Town Hall** – 13400 Griffin Road, Southwest Ranches, FL
2. **Volunteer Fire Department** – 17270 Griffin Road, Southwest Ranches, FL
3. **Rolling Oaks Barn** – 17630 SW 56th Street Southwest Ranches, FL
4. **Country Estates Fishing Hole Park** – 18900 Griffin Road, Southwest Ranches, FL

Reference Proposal Format, Required Forms, and Price Proposal Form for complete submittal instructions.

The initial term of the resulting Contract shall be three (3) years. The Town reserves the right to renew the Contract for up to two (2) additional two-year terms, contingent upon mutual agreement of the parties and subject to the same terms and conditions set forth in the Contract.

Final pricing may be subject to negotiation prior to contract award, based on the Town’s evaluation of value and scope alignment.

While it is the Town’s strong preference that the awarded firm perform all services directly, proposals involving subcontractors may be considered if clearly identified and justified in the proposal.

1.3 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 June 15, 2025, at: https://www.southwestranches.org/procurement

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Non-Mandatory Pre-Proposal Conference	9:00 am on Tuesday, July 22, 2025 at Grand Oaks Conference Room – Town Hall – 13400 Griffin Road, Southwest Ranches, FL
Deadline for Written Comments/Questions	July 29, 2025
Response to Written Comments/Questions	August 1, 2025
Deadline for Submission of Proposals	No later than 11:00 a.m. EST Thursday, August 7, 2025 **Submit ONLINE using the DemandStar E-bidding platform at http://www.demandstar.com**
Public Opening (Note: For RFP's only Proposer Names are read aloud into the record)	11:00 a.m. EST Thursday, August 7, 2025 TEAMS LINK TO OPENING – CLICK HERE Meeting ID: 278 589 972 263 2 Passcode: cY9bb66i
Selection Committee meeting(s) and Oral Presentations (if necessary)	To Be Determined
Negotiations	To Be Determined
Award Date	To Be Determined

*The Town reserves the right to modify the timetable. Upon modification of the Timetable, notice will be provided to all proposers online via the Town website and on DemandStar.

1.4 PROPOSAL SUBMISSION

Proposer shall submit **ONLINE** using the DemandStar E-bidding platform at <http://www.demandstar.com>. Please refer to the instructions on Page 2 of this RFP.

The complete submittal must uploaded **ONLINE** no later than **Thursday, August 7th by 11:00 a.m. EST**. Facsimile submittals will not be accepted. Responses to this RFP after such date and time will NOT be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

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

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uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

1.5 CONTACT PERSON

The individual designated as “Contact Person” for this RFP is:

Christina Semeraro, Procurement Officer
13400 Griffin Road
Southwest Ranches, Florida 33330
Phone: 954-434-0008
Fax: (954) 434-1490
Email: csemeraro@swranches.org

1.6 PROCUREMENT CODE

Article IX of the Town’s Code of Ordinances (ORD 22-005) 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.

1.7 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 Contractor. 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.

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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.

1.8 PUBLIC OPENING

A public opening of sealed Proposals, will take place on **Thursday, August 7, 2025, at 11:00 a.m.** in Town Hall and online as a TEAMS meeting (reference Section 1.3 herein).

The identity of the Proposers 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 "Recommendation of Award" or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119, as amended.

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.

1.9 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e-mail, no later than **July 29, 2025**, to the e-mail address listed for the Contact Person (*See* Section 1.5). The request must contain the RFP number, proposer's name, address, phone 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 website which can be accessed at <https://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 received 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.

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 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,

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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.

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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 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 1.4). 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 1.5). After the opening of Proposals, they shall be irrevocable for a period of ninety (90) 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 ninety (90) day timeframe 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 1.4) 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 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 best value Proposer, or to re-advertise the project, in its sole discretion.

2.6 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. 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.

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2.7 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.

2.8 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, the proposer agrees 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 a recommendation of award, by submitting a written protest with the required fee within five (5) business days after posting the Notice of Award Recommendation.

2.9 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).

2.10 CONTRACT AWARD

The contract shall be awarded to the top ranked firm which successfully negotiates a contract in accordance with the terms of this RFP and on terms that the Town determines is fair, reasonable, and competitive.

The terms of the contract will be consistent with this RFP, the Town’s Procurement Code, and applicable law. The Selection/Negotiation Committee will negotiate a contract with the top ranked firm. If negotiations with the top ranked firm are not successful, then the Committee shall proceed to negotiate with the next ranked firm, unless there is an objection from the Town Council as set forth in the Procurement Code.

The rankings and/or the contract shall be prepared by the Town Attorney and ultimately subject to the approval of the Town Council.

The Town reserves the right to reject any or all responses to this RFP, to waive any or all non-material irregularities and technicalities, to re-advertise, with or without changes in the scope of work, to award a contract in whole or in part, or to take any other such actions that may be deemed to be in the best interests of the Town. The Town may, in its sole discretion, modify the insurance requirement to the extent deemed necessary or commercially reasonable.

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2.11 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, as Exhibit "A". No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

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2.17 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.

2.18 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.

2.19 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.

2.20 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.

2.21 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form, which is attached to this RFP, as Exhibit A. 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 proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure to perform, and Proposer shall have ten (10) 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.

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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 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.

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 bids, 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 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**

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RECORDS AT EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; PHONE: (954) 434-0008; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

2.24 CONTRACT PROVISIONS (EXHIBIT "A")

Agreement:

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.

Authorization to Sign:

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.

2.25 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.

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 Contractor (or his agents) or any person or subcontractor the Contractor 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. Prior to award and in any event prior to commencing Work, the Successful

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Proposer shall provide the Town with certified copies of all insurance policies providing coverage which meets the requirements as outlined below:

2.26 WORKER'S COMPENSATION

Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida 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 accident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

2.27 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Contractor shall carry business automobile liability insurance with minimum limits of Two Hundred and Fifty Thousand Dollars (\$250,000) 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.

2.28 COMMERCIAL GENERAL LIABILITY:

Contractor shall carry Commercial General Liability Insurance with limits of not less than Two Hundred and Fifty Thousand Dollars (\$250,000) per occurrence combined single limit for bodily injury and property damage, and not less than Five Hundred Thousand Dollars (\$500,000) 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, 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.

2.29 PROFESSIONAL LIABILITY

If the Proposer is to provide professional services under this agreement, the Proposer must provide the Town with evidence of Professional Liability insurance with at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Contractor's operations or premises, any person directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnification under this contract.

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Russell Muniz, Town Administrator
13400 Griffin Road.
Southwest Ranches, FL 33330

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***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.

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.

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. 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.

2.30 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 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.

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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.

2.32 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit (“DOIA”) (reference the Forms section) 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.

2.33 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.

2.34 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 Contractor 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 (reference the Forms section) and submit it with its proposal.

2.35 PAYMENT

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

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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 Proposer's failure to comply with terms, conditions, or requirements of the Agreement.

2.36 UNIT PRICES

The Proposer 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 reasonably inferable for the completion of the proposal item shall be included in the unit price for the item.

2.37 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, Proposer finds a conflict, error or discrepancy in the Contract Documents, Proposer 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 Proposer for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Proposer shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

2.38 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 3.5- "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.

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2.39 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.

Change Order. 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.

Unit Prices. 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.

2.40 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.

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

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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.

Correction or Removal of Defective Work. 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.

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 3.4 – "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.

Town May Correct Defective Work. 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.

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.

Termination for Convenience. 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.

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Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

2.41 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 within 30 days of work completion, 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.

2.42 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.

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2.43 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 2.38 – “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 3

SCOPE OF SERVICES

I. Specifications and Requirements:

Task	Description
1. Equipment and System Description	<ul style="list-style-type: none">• Maintain and provide a detailed inventory and description of all relevant equipment and systems.• Include type and condition: Documentation of tanks, valves, pumps, timers, aerators, sterilization components (with sizes, brands, estimated age, and condition).• Provide observations, recommendations, concerns, or potential upgrades.• Submit complete inventory within 60 calendar days of contract start; keep updated throughout the contract.
2. Water Quality Monitoring and Reporting	<ul style="list-style-type: none">• Ensure compliance with all regulatory standards and remediation as required.• Conduct on-site inspections, maintain lab test records, document treatment procedures, and communicate with Town and agencies.• Submit water quality reports on a defined frequency: weekly, monthly, quarterly, annually, or as directed.
3. System Equipment & Maintenance Services	<ul style="list-style-type: none">• Perform routine maintenance on tanks, delivery equipment, timers, and controls.• Maintain regeneration cycles, power supply, salt levels, water softener efficiency.• Inspect inlets/outlets, valves, pressure, leaks, and overall water cleanliness and odor.• Maintain all equipment: pressure/brine tanks, pumps, timers, aerators, chemical tanks.• Maintenance tasks shall be performed accordingly to a clearly defined weekly, monthly, quarterly, annual maintenance schedule.
4. Chemical Use and Levels	<ul style="list-style-type: none">• Manage and document chemical use including chlorine, potassium, etc. and others as necessary.• Maintain a chemical use and dosing schedule available to the Town.
5. Service Calls and Emergency Response	<ul style="list-style-type: none">• Handle minor repairs; major repairs require Town authorization.• Respond to service calls with specified rates:<ul style="list-style-type: none">- Non-Emergency: Contract hourly rate- Emergency: After-hours/immediate-response rate

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6. Environmental Compliance	<ul style="list-style-type: none">• No chemicals, fuels, oils, solvents to be disposed in catch basins or on the ground.• Strictly comply with all EPA and environmental regulations.• Contractor is responsible for non-compliance penalties and cleanup.• Indemnify the Town for any penalties, injuries, or damages.
7. Coordination and Meetings	<ul style="list-style-type: none">• Participate in periodic on-site meetings with Town staff.• Meeting schedule to be set by Contract Administrator.

II. Additional Requirements:

1. All work involving the use of chemicals shall be in compliance with all federal, state and local laws. No chemical, 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.
2. The Contractor shall be responsible for performing all routine services necessary to maintain compliance with applicable regulatory standards. In the event that corrective actions or remediation beyond routine maintenance are required to bring the system into compliance, the Contractor shall promptly notify the Town and obtain written authorization prior to proceeding. Such corrective work shall be considered outside the scope of this contract and may be subject to separate compensation.

SECTION 4 SPECIAL PROVISIONS

PROPOSAL FORMAT

Section #	Required Item	Included (✓)
1	Knowledge of Applicable Regulations – Description of proposer's knowledge of relevant local, county, and EPA regulations. Regulatory citations included and clearly referenced in the submitted plan. Furnish copies of minimum licenses: <ul style="list-style-type: none">• Class A Drinking Water License from the FL Department of Environmental Protection• FL General Contractor License	<input type="checkbox"/>
2	Performance and Compliance Approach – Description of the frequency and method used to implement the proposed plan. Demonstrated approach to ensuring compliance with all regulatory requirements.	<input type="checkbox"/>
3	Client References – Provide contact information for current and/or past clients familiar with similar services performed by the proposer. References should reflect relevant experience and recent work.	<input type="checkbox"/>
4	Sample Reports – Sample inspection and laboratory reports. Confirmation that reports comply with applicable regulations and are uploaded to the appropriate County website(s).	<input type="checkbox"/>
5	Proposed Plan and Understanding of Town Needs – Tailored plan specific to the Town of Southwest Ranches. Clear, measurable deliverables addressing the maintenance and monitoring of the four (4) NTSW systems.	<input type="checkbox"/>
6	Price – Provided Separately – Detailed, clearly defined costs as per Required Forms – Price Proposal Form.	<input type="checkbox"/>
7	Attach Required Forms and paperwork requested – Reference Section 5	<input type="checkbox"/>

EVALUATION CRITERIA

The following criteria will be used in the evaluation, shortlisting, and ranking process:

- **Qualifications and Experience**
- **Price Proposal**
- **Knowledge of Regulations**
- **Performance References**
- **Reporting and Compliance**
- **Proposed Plan and Understanding of Town Needs**

EVALUATION OF PROPOSALS

Responses to this RFP will be evaluated by a Selection/Negotiation Committee appointed by the Town Administrator. The evaluation will follow the criteria outlined in this RFP and adhere to the Town's Procurement Code. Proposals that fail to provide the requested information or meet the minimum qualification criteria will be disqualified.

Post-Submittal Process:

1. Initial Review and Compliance Check
 - Proposals are reviewed to ensure compliance with submission requirements and minimum qualification criteria herein.
2. Evaluation by Selection Committee
 - Each submission will be evaluated based on the Evaluation Criteria provided in this RFP.
 - The ranking methodology is ordinal ranking, where #1 is the highest ranked firm, #2 is the next ranked firm, and so forth.
 - The Selection Committee will score proposals individually and may develop a shortlist of no fewer than three (3) firms deemed most qualified.
 - If fewer than three (3) responses are received from qualified firms, the minimum number for shortlisting and ranking purposes shall not apply.
3. Public Presentations/Interviews (Optional)
 - Shortlisted firms may be invited to provide public presentations regarding their qualifications, project approach, and ability to furnish the required services.
 - Presentation appointments will be scheduled and communicated to firms. Proposer presentations/interviews are closed to the public.
4. Final Ranking
 - Following presentations/interviews (as applicable), the Selection Committee will deliberate and vote on a final ranking of firms based on the Evaluation Criteria.
 - Each voting member will rank the shortlisted firms according to their assessment of qualifications and alignment with the Town's objectives.
5. Recommendation for Award

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- The Selection Committee will recommend the Proposer(s) whose proposal offers the "best value" to the Town, considering the evaluation criteria and the Town's overall best interest.
- If no contract negotiation is required, the Town Administrator may proceed to present the ranking and award recommendation(s) to the Town Council. If negotiation is required with the number one ranked firm, the committee and/or purchasing negotiator shall proceed to meet with the number one ranked firm as soon as practicable. The negotiated contract(s) will be forwarded by the purchasing negotiator to the Town Administrator for final consideration by the awarding authority.

AWARD OF CONTRACT(S)

The Town reserves the right to award the contract based on the proposal that provides the best overall value, not necessarily the lowest price. While the Town allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the Town. The Town reserves the right to request additional information or clarification from Proposers as needed to ensure a thorough evaluation.

As deemed necessary and in the Town's best interest, the Town reserves the right to:

- Reject any or all responses.
- Waive any minor irregularities or technicalities in responses received.
- Award to one or more Contractor(s), if such an approach is determined to be in the best interest of the Town.

There is no obligation on the part of the Town to award the proposal to the lowest priced Proposer. The Town reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the Town, and to waive any irregularity or technicality in the proposals received. All proposals shall be subject to negotiation, and the Town shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest. The Town's decision shall be final.

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**SECTION 5
REQUIRED FORMS**

OFFEROR'S QUALIFICATION STATEMENT
[Please print/type clearly]

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

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: _____ Cell: _____

PROPOSER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal By: _____
Title: _____

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

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PRICE PROPOSAL FORM

Proposals shall include all associated costs required to perform the services described, including professional fees, insurance, materials, equipment, installation labor, and any other resources necessary for a complete and functional non-transient water system. The undersigned hereby submits the following cost proposal:

1. Town Hall – 13400 Griffin Road, Southwest Ranches, FL (PWSID: 4064402)

Additional Information:

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2. Volunteer Fire Department – 17270 Griffin Road, Southwest Ranches, FL

Additional Information:

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3. Rolling Oaks Barn – 17630 SW 56th Street Southwest Ranches, FL (PWSID: 4064413)

Additional Information:

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**4. Country Estates Fishing Hole Park – 18900 Griffin Road, Southwest Ranches, FL
 (PWSID: 406441)**

Description	Monthly	Weekly	Quarterly	Annual	TOTAL PRICE
Equipment					
*					
*					
*					
*					
Water Quality					
*					
*					
*					
*					
Chemicals					
*					
*					
*					
*					
SUBTOTAL (D) CARRY FORWARD					\$

Additional Information:

TOTAL BASE PROPOSAL (A+B+C+D) \$ _____

Price Proposal Continued on Next Page...

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5. Service Calls for Repairs and Incidentals - Specified rates:

a) Contract hourly rate (Non-Emergency Rate):

\$ _____ (As applicable, provide attachment with specific positions and corresponding hourly rates)

b) Contract hourly rate (Emergency Rate) After-hours/immediate-response rate:

\$ _____ (As applicable, provide attachment with specific positions and corresponding hourly rates)

c) Mark-Up - Provide mark-up percentage for new equipment and materials purchased in reference to above Service Calls:

_____ %

Proposer Name: _____ **Date:** _____

Authorized Representative (Print): _____ **Signature:** _____

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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 _____

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DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

**TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
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 the 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.

[Signatures on next page]

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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.

Affiant

(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ____ day of _____, 2025,

by _____ (name of person acknowledging).

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

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Disclosure of Ownership Interests

Affiant must identify all entities and individual's 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

**TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18**

SUBCONTRACTOR LIST (if applicable)

Proposer **shall disclose any and all subcontractors** that will be used in the performance of the work under this contract. The Town strongly prefers that all work be self-performed. If subcontractors are proposed, their roles and qualifications must be clearly identified below.

Subcontractors shall not perform work unsupervised; at no time shall a subcontractor be left on-site without oversight by the Contractor unless prior written approval is granted by the Town.

Subcontractor Name Scope of Work License Number (if applicable) Contact Information

Check here if no subcontractors will be used and all work will be self-performed.

By signing below, the proposer certifies that the information provided above is true and complete and understands that any undisclosed subcontracting may be grounds for disqualification or contract termination.

Firm Name:

Authorized Representative (Print):

Signature:

Date:

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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 FIRM: _____

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TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA
STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Para. 287.133(1) (a), Florida Statutes, means:

- (i). A predecessor or successor of a person convicted of a public entity crime; or
- (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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5. I understand that a “person” as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which 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]

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

PROPOSER: _____

By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ____ day of _____, 2025,

by _____ (name of person acknowledging).

Notary Public - State of _____

Notary Signature

My Commission Expires _____

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

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TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
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NON-COLLUSION AFFIDAVIT

State of _____) ss:

County of _____)

_____ being first duly sworn deposes and says that:

- (1) He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, 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;
- (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; and
- (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 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
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ____ day of _____, 2025,

by _____ (name of person acknowledging).

Notary Public - State of _____

Notary Signature

My Commission Expires _____

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

**TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18**

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of _____)
County of _____) ss:

I HEREBY CERTIFY that _____, as Principal or Owner

of (Company name) _____, is hereby authorized to execute the
Proposal dated _____

____20____, to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of _____.

(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this day of , 20 .

Secretary:

(SEAL)

PROPOSER FIRM:

**TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18**

CERTIFICATE OF AUTHORITY (If Partnership)

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

A partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as of the Partnership, be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the shall be the official act and deed of this Partnership.”

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

IN WITNESS WHEREOF, I have hereunto set my hand this , day of , 20 .

Secretary:

(SEAL)

PROPOSER FIRM:

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
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CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, _____, 20____, 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 _____, 20 ____.

Secretary:

(SEAL)

PROPOSER FIRM:

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
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CERTIFICATE OF AUTHORITY (If Joint Venture)

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

A corporation existing under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as
_____ of the Joint Venture be and is hereby
authorized to execute the Proposal dated, _____ 20____, to the Town of Southwest
Ranches official act and deed of this Joint Venture.”

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

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20__.

Secretary:

(SEAL)

PROPOSER FIRM :

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
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GOVERNMENTAL CONTACT INFORMATION

Please list name of agency, address, phone number, contact person and email of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL

Proposer's Firm: _____

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TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

ANTI-LOBBYING CERTIFICATION

Pursuant to the requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and applicable State of Florida lobbying regulations, the undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. The undersigned acknowledges and affirms compliance with the applicable State of Florida lobbying registration and disclosure requirements for entities seeking to influence state or municipal decisions, including but not limited to executive branch lobbying for procurement contracts valued at \$20,000 or more, and any applicable local ordinances governing lobbying activities within Florida municipalities.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Contractor/Company Name: _____
Authorized Representative (Print Name): _____ Title: _____
Signature: _____ Date: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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

TO THE TOWN OF SOUTHWEST RANCHES:

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

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

Proposer's Firm: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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 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 another Contractor 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(s) (attach copies of license(s) required for the work described in this RFP):

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

PROPOSER FIRM: _____

By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ____ day of _____, 2025,

by _____ (name of person acknowledging).

Notary Public - State of _____

(Notary Signature)

My Commission Expires: _____

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

PROPOSER EXPERIENCE

In order to receive consideration for an award, it is a requirement that the following "Information Sheet" be completed and returned with your response to this RFP.

Proposer (company name): _____

Address: _____

Telephone No: _____ () _____

Contact person: _____ Title: _____

Number of years in business: _____ Years _____

Address of nearest facility: _____

Provide three (3) companies or governmental agencies where these services have been provided
(attach matching letters of recommendation):

1. Company Name: _____

Telephone No: _____ () _____

Contact Person: _____

Title: _____

Contract Amount: _____

Project: _____

Email: _____

Date Services Provided: _____

2. Company Name: _____

Telephone No: _____ () _____

Contact Person: _____

Title: _____

Contract Amount: _____

Project: _____

Email: _____

Date Services Provided: _____

3. Company Name: _____

Telephone No: _____ () _____

Contact Person: _____

Title: _____

Contract Amount: _____

Project: _____

Email: _____

Date Services Provided: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
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LIABILITY CLAIMS

Please list the following information for all/any Liability Claims for the past five (5) years. If none state NONE:

1. Name and Location of project: _____

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

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

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

PROPOSER FIRM: _____

W-9

INSERT IRS FORM W – 9
Must be the current IRS form October 2018 revision,
signed, dated and legible W-9

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TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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:

Christina Semeraro
Town Procurement Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: csemmeraro@swranches.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 No

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING

PROVIDE PROOF OF E-VERIFY REGISTRATION

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

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

To access your Company's MOU:

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

DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.

E-Verify Information:

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

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

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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act.

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

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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/Contractor 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.

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

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

Q. PROCUREMENT OF RECOVERED MATERIALS

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

R. DAVIS-BACON ACT REQUIREMENTS

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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AGREEMENT FOR
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
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THIS IS AN AGREEMENT (the “Contract”) made and entered into on this _____ day of _____, 2025, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and _____ (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to contract for Contractor Services to provide professional services related to the WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES (the “Services”); and

WHEREAS, the Town advertised a Request for Proposals (RFP), RFP No. 25-18 on _____; and

WHEREAS, _____ proposals were received by the Town on _____; and

WHEREAS, the Town has adopted Resolution No. 2025- _____ at a public meeting of the Town Council approving the recommended award and has selected _____ for award of the Project; and

WHEREAS, Contractor’s Proposal is attached to this Contract as Exhibit “_____” 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 Contractor services to update the methodology and fees for the fire assessment program performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.

Section 2: Term of this Contract and Contract Time

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

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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.

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.

2.5 The initial contract for service is for a three (3) year term. The Contract may be renewed for two (2) additional terms of two (2) years each, upon mutual agreement of the parties, subject to the terms and conditions of the Contract.

Section 3: Compensation & Method of Payment

3.1 Contractor shall render all Work to the Town under the Contract for a total monthly, not to exceed, _____ (_____ 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

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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 monthly 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 requires 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

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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. **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 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 non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY**: Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent Contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- D. **PROFESSIONAL LIABILITY INSURANCE**: in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate.

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.

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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.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
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 insurers 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.

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- 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 to 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.

Contractor shall pay all sales, consumer, use and other similar taxes. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

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

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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

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

Section 17: Termination

The Contract may be terminated upon the following events:

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

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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.

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.

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E. Immediate Termination by the Town. 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 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

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 Contractor 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: 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 20: 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 21: 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

Section 22: 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 23: 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 24: Time is of the Essence

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

Section 25: Days

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

Section 26: 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 27: 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 28: 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 29: 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

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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 30: 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.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Section 31: Miscellaneous

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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. Independent Contractor. 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.

C. 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.

D. 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

E. 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.

F. Joint Preparation. 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.

G. Drug-Free Workplace. Contractor shall maintain a drug-free workplace.

H. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

I. 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.

J. Truth-in-Negotiation Certificate. 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.

K. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's EVerify System to verify the employment eligibility of: 1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and 2. All persons (including subvendors/subContractors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches; and 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

L. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list 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 Contractor under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: _____ and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the _____ day of _____ 2025.

WITNESSES:

CONTRACTOR:

By: _____

Title: _____

____ day of _____ 2025

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

____ day of _____, 2025

By: _____
Russell Muñiz, Town Administrator

____ day of _____, 2025

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

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Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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



D'ANGELO, LEONARDO

LDS GC SERVICES CORP
242 BUTTON BUSH LANE
WELLINGTON FL 33414 *

LICENSE NUMBER: CGC1526388

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/07/2024

Do not alter this document in any form.

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



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2025

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

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

PRODUCER State Farm 	Jane Freilich 13790 NW 4th Street, #104 Sawgrass Int. Corporate Park Sunrise FL 333256216		CONTACT NAME: Jane Freilich PHONE (A/C, No. Ext): 954-370-8484 E-MAIL ADDRESS: jane.freilich.cw60@statefarm.com	FAX (A/C, No.):
			INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED ALL WATER SERVICES, LLC. & LDSGC SERVICES INC. 242 BUTTON BUSH LN WELLINGTON FL 334146313	INSURER A: State Farm Mutual Automobile Insurance Company		25178	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
	OTHER:						MED EXP (Any one person)	\$		
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY		N	N	J27 4601-E15-59	05/15/2025	11/15/2025	PERSONAL & ADV INJURY	\$	
	UMBRELLA LIAB		OCCUR				GENERAL AGGREGATE	\$		
	EXCESS LIAB		CLAIMS-MADE				PRODUCTS - COMP/OP AGG	\$		
	DED <input type="checkbox"/> RETENTION \$							\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N		N / A					PER STATUTE	OTHE- R	\$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT		\$
								E.L. DISEASE - EA EMPLOYEE		\$
							E.L. DISEASE - POLICY LIMIT		\$	

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

CERTIFICATE HOLDER

CANCELLATION

Town of Southwest Ranches 13400 Griffin Road Southwest ranches	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE 	
FL 33330	This form was system-generated on 06/11/2025	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2025

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

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

PRODUCER	CONTACT NAME: GIGA Solutions	
	PHONE: (407) 261-0000, Ext: 1000	FAX: (407) 261-0000
E-MAIL: certs@gigasolves.com		ADDRESS:
INSURER A: Service American Indemnity Company		NAIC # 39152
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: PN2V2ENE

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR. W/D	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
						EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ex occurrence)	\$
	GENL. AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROD. <input type="checkbox"/> SECT. <input type="checkbox"/> LOC OTHER					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PERSONAL & ADV INJURY	\$
	UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS-MADE				GENERAL AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$					PRODUCTS - COMPROP AGG	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	RT25MW07390124705 N/A	05/01/2025	05/01/2026	X PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	\$ \$ \$ \$ \$

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

Coverage applies only to injuries incurred by Florida Resource Management and subsidiaries active employees. Coverage does not apply to statutory employees or independent contractors of the client company or any other entity. A list of the active employees leased to the client company may be obtained by faxing a request to (941) 343-6118 or by calling (941) 343-6160.

Coverage provided for all leased employees, but not subcontractors of: All Water Service, LLC (eff. 8/21/23)

CERTIFICATE HOLDER

CANCELLATION

Town of South West Ranches 13400 Griffin Rd Southwest Ranches, FL 33330 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

October 23, 2025 Regular Meeting



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/24

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

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

PRODUCER		CONTACT NAME: Usha Atwood Office Hrs: Mon - Thurs 9am - 4pm	
ATWOOD INSURANCE AGENCY INC 14300 SW 36th Ave Rd Ste A Ocala, FL 34473		PHONE (A/C, No. Ext): (352)620-5194	FAX (A/C, No):
		E-MAIL ADDRESS: atwoodinsurance99@gmail.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Evanston Insurance Co	
INSURED		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Y	3AA723779	11/01/24	11/01/25	EACH OCCURRENCE	\$	1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$					100,000			
	MED EXP (Any one person)	\$					5,000			
	PERSONAL & ADV INJURY	\$					1,000,000			
	GENERAL AGGREGATE	\$					2,000,000			
	PRODUCTS - COMP/OP AGG	\$					included			
		\$								
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident)	\$		
							BODILY INJURY (Per person)	\$		
							BODILY INJURY (Per accident)	\$		
							PROPERTY DAMAGE (Per accident)	\$		
								\$		
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE	\$		
							AGGREGATE	\$		
								\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N	N / A				PER STATUTE		OTH-ER	
							E.L. EACH ACCIDENT			
							E.L. DISEASE - EA EMPLOYEE			
							E.L. DISEASE - POLICY LIMIT			

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

Certificate Holder is named as additional insured

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.

AUTHORIZED REPRESENTATIVE

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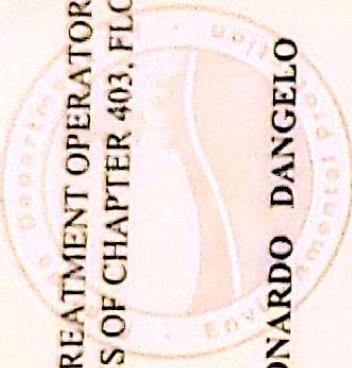
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State of Florida
Department of Environmental Protection

ISSUED: 02/28/2023

THE CLASS A DRINKING WATER TREATMENT OPERATOR NAMED BELOW IS
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2025



LEONARDO DANGELO

RON DESANTIS

GOVERNOR

SECRETARY

DISPLAY IS REQUIRED BY LAW

SHAWN HAMILTON

State of Florida
Department of Environmental Protection

ISSUED: 02/28/2023

THE CLASS A WASTEWATER TREATMENT OPERATOR NAMED BELOW IS
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 04/30/2025

LEONARDO DANGELO

RON DESANTIS

GOVERNOR

SECRETARY

DISPLAY IS REQUIRED BY LAW

SHAWN HAMILTON

SECRETARY

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To view CEUs click on LICENSE NUMBER.					Expiration Date
Name	License Type/Class	License Number	Status	Original Issue Date	Effective Date
DANGELO, LEONARDO	DWA	00008087	ACTIVE	29-NOV-94	26-MAR-25
DANGELO, LEONARDO	WWA	0007896	ACTIVE	08-NOV-93	26-MAR-25

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ONLINE SERVICES

Apply for a License

[Verify a Licensee](#)[View Food & Lodging Inspections](#)[File a Complaint](#)[Continuing Education Course Search](#)[View Application Status](#)[Find Exam Information](#)[Unlicensed Activity Search](#)[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

12:22:17 PM 8/20/2025

Licensee Information

Name:	D'ANGELO, LEONARDO (Primary Name)
	LDS GC SERVICES CORP (DBA Name)
Main Address:	242 BUTTON BUSH LANE
	WELLINGTON Florida 33414
County:	PALM BEACH

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1526388
Status:	Current,Active
Licensure Date:	04/20/2018
Expires:	08/31/2026

Special Qualifications

Qualification Effective

Construction Business	04/20/2018
-----------------------	------------

Alternate Names

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[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

**SECTION 5
REQUIRED FORMS**

OFFEROR'S QUALIFICATION STATEMENT
[Please print/type clearly]

NAME: LEONARDO D'ANGELO

ADDRESS: 242 BUTTON BUSH LN WELLINGTON FL. 33414

FEIN: 82-4758429

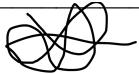
LICENSE NUMBER: 8087 STATE OR COUNTY: FL

LICENSE TYPE: DRINKING WATER CLASS A
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: N/A
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: 

LICENSEE NAME: LEONARDO D'ANGELO

PROPOSER'S SIGNATURE: 

PROPOSER'S NAME: LEONARDO D'ANGELO

PROPOSER'S ADDRESS: 242 BUTTON BUSH LN WELLINGTON FL. 33414

PROPOSER'S PHONE NUMBER: Office: _____ Cell: (321) 960-9975

PROPOSER'S EMAIL ADDRESS: allwaterservice321@hotmail.com

By: Leonardo D'Angelo

All Water Service

Name of Corporation/Entity

242 BUTTON BUSH LN WELLINGTON FL. 33414

Address of Corporation/Entity



Signature of President or Authorized Principal By: Leonardo D'Angelo
Title: President

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

PRICE PROPOSAL FORM

Proposals shall include all associated costs required to perform the services described, including professional fees, insurance, materials, equipment, installation labor, and any other resources necessary for a complete and functional non-transient water system. The undersigned hereby submits the following cost proposal:

1. Town Hall – 13400 Griffin Road, Southwest Ranches, FL (PWSID: 4064402)

Additional Information: price is guaranteed for 1 year. Cost adjustments will be made if needed.

**TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18**

2. Volunteer Fire Department – 17270 Griffin Road, Southwest Ranches, FL

Additional Information: PRICE GUARANTEED FOR 1 YEAR

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
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3. Rolling Oaks Barn – 17630 SW 56th Street Southwest Ranches, FL (PWSID: 4064413)

Additional Information: 1 YEAR PRICE GUARANTEE

TOWN OF SOUTHWEST RANCHES, FLORIDA
 WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
 RFP NO. 25-18

**4. Country Estates Fishing Hole Park – 18900 Griffin Road, Southwest Ranches, FL
 (PWSID: 406441)**

Description	Monthly	Weekly	Quarterly	Annual	TOTAL PRICE
Equipment	282.18			3,386.16	
*AND CHEMICALS					
*					
*					
*					
Water Quality	300.69			3,608.28	
*BI-WEEKLY CHECKS BY FL.					
*LICENSE OPERATOR					
*					
*					
Chemicals	191.94			2,303.28	
*Annual Chemical Analysis					
*Quarterly Lab Analysis Bacts (2)					
*					
*					
SUBTOTAL (D) CARRY FORWARD					<u>\$ 9,297.72</u>

Additional Information: PRICE GUARANTEED FOR 1 YEAR

TOTAL BASE PROPOSAL (A+B+C+D) \$ 36,039.24

Price Proposal Continued on Next Page...

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

5. Service Calls for Repairs and Incidentals - Specified rates:

a) Contract hourly rate (Non-Emergency Rate):

\$ 155.00 (As applicable, provide attachment with specific positions and corresponding hourly rates)

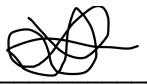
b) Contract hourly rate (Emergency Rate) After-hours/immediate-response rate:

\$ 240.00 (As applicable, provide attachment with specific positions and corresponding hourly rates)

c) Mark-Up - Provide mark-up percentage for new equipment and materials purchased in reference to above Service Calls:

15 %

Proposer Name: Leonardo D'Angelo Date: 08/10/2025

Authorized Representative (Print): Leonardo D'Angelo Signature: 

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. 1 LD

Addendum No. 2 LD

Addendum No. 3 _____

Addendum No. 4 _____

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TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

**TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF Palm Beach**

BEFORE ME, the undersigned authority, this day personally appeared Leonardo D'Angelo, 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 the Town Council.

2. Affiant's address is: 242 BUTTON BUSH LN WELLINGTON FL. 33414

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.

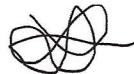
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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.



Affiant
Leonardo D'Angelo

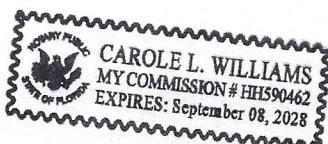
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this 10th day of August, 2025,

by Leonardo D'Angelo (name of person acknowledging).



Carole L. Williams
Notary Public

Carole L. Williams
(Print Notary Name)
State of Florida at Large
My Commission Expires: 9/8/2028

**TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18**

Disclosure of Ownership Interests

Affiant must identify all entities and individual's 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

**TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18**

SUBCONTRACTOR LIST (if applicable)

Proposer **shall disclose any and all subcontractors** that will be used in the performance of the work under this contract. The Town strongly prefers that all work be self-performed. If subcontractors are proposed, their roles and qualifications must be clearly identified below.

Subcontractors shall not perform work unsupervised; at no time shall a subcontractor be left on-site without oversight by the Contractor unless prior written approval is granted by the Town.

Subcontractor Name Scope of Work License Number (if applicable) Contact Information

EUROFINS ENVIRONMENTAL TESTING, CERTIFIED STATE LAB, Florida Cert# E861142 PHONE # 954-391-9334

Sutter Filtration CHEMICAL SUPPLIER AND EQUIPMENT MAINTENANCE PHONE # 954-793-7778

Michael Judson Bi weekly checks FL DW "B" 16090 PHONE # 954-790-1143

Check here if no subcontractors will be used and all work will be self-performed.

By signing below, the proposer certifies that the information provided above is true and complete and understands that any undisclosed subcontracting may be grounds for disqualification or contract termination.

Firm Name: All Water Service

Authorized Representative (Print): Leonardo D'Angelo

Signature: 

Date: 08/10/2025

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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 FIRM: All Water Service

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TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA
STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Southwest Ranches
by Leonardo D'Angelo
for All Water Service
whose business address is 242 BUTTON BUSH LN WELLINGTON FL. 33414

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4758429

2. LD 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. LD I understand that “convicted” or “conviction” as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Para. 287.133(1) (a), Florida Statutes, means:

- (i). A predecessor or successor of a person convicted of a public entity crime; or
- (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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.)

LD 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.

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

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

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

PROPOSER: Leonardo D'Angelo

By: All Water Service

Leonardo D'Angelo

(Printed Name)

President

(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this 10 day of August, 2025,

by Leonardo D'Angelo (name of person acknowledging).

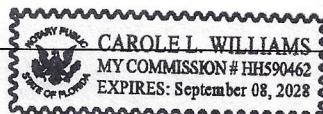
Notary Public - State of

Florida

Carole L. Williams

Notary Signature

My Commission Expires



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

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TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

NON-COLLUSION AFFIDAVIT

State of Florida) ss:

County of Palm Beach)

Leonardo D'Angelo being first duly sworn deposes and says that:

- (1) He/She is the OWNER (Owner, Partner, Officer, Representative or Agent) of All Water Service, 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;
- (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; and
- (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 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
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

By: All Water Service

Leonardo D'Angelo
(Printed Name)

President
(Title)

The foregoing instrument was acknowledged before me by means of

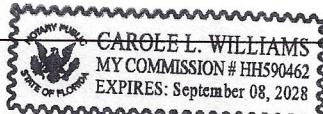
physical presence or online notarization,

this 10 day of August, 2025,

by Leonardo D'Angelo (name of person acknowledging).

Notary Public - State of Florida
Carole L. Williams
Notary Signature

My Commission Expires _____



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

**TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18**

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of Florida _____)
County of Palm Beach _____) ss:

I HEREBY CERTIFY that Leonardo D'Angelo, as Principal or Owner

of (Company name) All Water Service, is hereby authorized to execute the
Proposal dated

08/10 2025, to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of **All Water Service**.

(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this 10 day of August, 2025.

Secretary:

(SEAL)

PROPOSER FIRM: All Water Service

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)
County of _____) ss:

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

A partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as of the Partnership, be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the shall be the official act and deed of this Partnership.”

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

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20__.

Secretary:

(SEAL)

PROPOSER FIRM:

**TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18**

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, _____, 20____, 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 _____, 20 ____.

Secretary:

(SEAL)

PROPOSER FIRM:

**TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18**

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

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

A corporation existing under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as
_____ of the Joint Venture be and is hereby
authorized to execute the Proposal dated, _____ 20____, to the Town of Southwest
Ranches official act and deed of this Joint Venture.”

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

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20__.

Secretary:

(SEAL)

PROPOSER FIRM :

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

GOVERNMENTAL CONTACT INFORMATION

Please list name of agency, address, phone number, contact person and email of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL

Proposer's Firm: All Water Service

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TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

ANTI-LOBBYING CERTIFICATION

Pursuant to the requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and applicable State of Florida lobbying regulations, the undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. The undersigned acknowledges and affirms compliance with the applicable State of Florida lobbying registration and disclosure requirements for entities seeking to influence state or municipal decisions, including but not limited to executive branch lobbying for procurement contracts valued at \$20,000 or more, and any applicable local ordinances governing lobbying activities within Florida municipalities.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Contractor/Company Name: All Water Service
Authorized Representative (Print Name): Leonardo D'Angelo Title: President
Signature:  Date: 08/10/2025

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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

TO THE TOWN OF SOUTHWEST RANCHES:

All Water Service, 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 _____'s failure to comply with such regulations.

Leonardo D'Angelo
ATTEST

All Water Service
CONTRACTOR

BY: _____

Leonardo D'Angelo
Print Name

Date: 08/10/2025

Proposer's Firm: All Water Service

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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 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 another Contractor 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: All Water Service

Proposer's Name: Leonardo D'Angelo

Proposer's Address: 242 Button Bush Ln,
Wellington, Fl. 33414

Proposer's Phone Number: 321 960 9975

Proposer's Email: allwaterservice321@hotmail.com

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

DW"A"8087

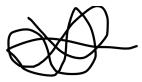
WW "A" 7896

CGC 1526388

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

PROPOSER FIRM: All Water Service

By: 

Leonardo D'Angelo
(Printed Name)

President
(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this 10 day of August, 2025,

by _____ (name of person acknowledging).

Notary Public - State of _____

_____ (Notary Signature)

My Commission Expires: _____

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

PROPOSER EXPERIENCE

In order to receive consideration for an award, it is a requirement that the following "Information Sheet" be completed and returned with your response to this RFP.

Proposer (company name): All Water Service
Address: 242 BUTTON BUSH LN WELLINGTON FL. 33414
Telephone No: 321 960 9975 ()
Contact person: Leonardo D'Angelo Title: President
Number of years in business: 35 Years
Address of nearest facility: N/A

Provide three (3) companies or governmental agencies where these services have been provided (attach matching letters of recommendation):

1. Company Name: Town of Southwest Ranches
Telephone No: ()
Contact Person: DECEMBER AND RHOMAS hOLT
Title: _____
Contract Amount:
Project:
Email:
Date Services Provided: SINCE 2020

2. Company Name: Seminole Truck Stop
Telephone No: ()
Contact Person: LOURDES DANIELS
Title: OWNER
Contract Amount:
Project:
Email:
Date Services Provided: SINCE 2012

3. Company Name: Sawgrass Recreation Facility
Telephone No: ()
Contact Person: Mike Sovorns
Title: OWNER
Contract Amount:
Project:
Email:
Date Services Provided: SINCE 2012

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

LIABILITY CLAIMS

Please list the following information for all/any Liability Claims for the past five (5) years. If none state NONE:

1. Name and Location of project: NONE

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: _____

PROPOSER FIRM: _____

W-9

INSERT IRS FORM W – 9
Must be the current IRS form October 2018 revision,
signed, dated and legible W-9

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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:

Christina Semeraro
Town Procurement Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: csemmeraro@swranches.org

REASONS

- Do not offer this product/service or equivalent.
- Schedule would not permit.
- Insufficient time to respond to solicitation.
- Unable to meet specifications / scope of work.
- Specifications "too tight" (i.e. geared to specific brand or manufacturer).
- Specifications not clear.
- Unable to meet bond and / or insurance requirements.
- Solicitation addressed incorrectly, delayed in forwarding of mail.
- 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 No

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____

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TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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

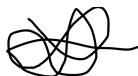
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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



Signature of Contractor's Authorized Official

Leonardo D'Angelo President

Name and Title of Contractor's Authorized Official

08/10/2025

Date

INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING

PROVIDE PROOF OF E-VERIFY REGISTRATION

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

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

To access your Company's MOU:

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

DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.

E-Verify Information:

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

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

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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act.

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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/Contractor 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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

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

Q. PROCUREMENT OF RECOVERED MATERIALS

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

R. DAVIS-BACON ACT REQUIREMENTS

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



Signature of Contractor's Authorized Official

LEONARDO D'ANGELO President

Name and Title of Contractor's Authorized Official

08/10/2025

Date

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.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Leonardo D'Angelo

2 Business name/disregarded entity name, if different from above.

ALL WATER SERVICE LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor C corporation S corporation Partnership Trust/estate
 LLC. Enter the tax classification (C – C corporation, S – S corporation, P – Partnership) _____
 Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
 Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "S" as its tax classification, and you are using this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.

4 Address (number, street, and apt. or suite no.). See instructions.

242 Button Bush Ln

6 City, state, and ZIP code
Wellington, FL 33414

7 List account number(s) here (optional)

Requestor's name and address (optional)

(Applies to accounts maintained outside the United States)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number								
8	2	-	4	7	5	8	4	2

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

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person

Date 08/10/2025

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EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

ALL WATER SERVICE, LLC

FOR

**WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18**

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

AGREEMENT FOR
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this _____ day of _____, 2025, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and All Water Service, LLC (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to contract for Contractor Services to provide professional services related to the WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES (the “Services”); and

WHEREAS, the Town advertised a Request for Proposals (RFP), RFP No. 25-18 on July 15, 2025; and

WHEREAS, one (1) proposal was received by the Town by the August 12, 2025 deadline; and

WHEREAS, the Town has adopted Resolution No. 2025- _____ at a public meeting of the Town Council approving the recommended award and has selected All Water Service, LLC for award of the Project; and

WHEREAS, Contractor’s Proposal is attached to this Contract as Exhibit “A” 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 Contractor services and all applicable codes, ordinances, rules, laws and regulations governing the Work.

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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:

WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

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.

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.

2.5 Prices shall remain firm and fixed during the first year of the contract in accordance with Exhibit “A.” The initial term of the resulting contract shall be three (3) years, with two (2) additional two-year renewal options.

During the second and third years of the initial term, contract prices shall automatically increase by three percent (3%) annually.

For any renewal periods, the Contractor shall submit any proposed contract price increases in writing at least ninety (90) days prior to the renewal date. Requests received after such date shall not be considered and the contract price shall remain unchanged for that renewal period. Increases for renewal periods shall be limited to three percent (3%) for each two-year period, or the U.S. Consumer Price Index (CPI), whichever is lower, and are subject to the discretion of the Town Administrator.

The Mark-Up percentage shall remain firm and fixed for the life of the agreement.

Section 3: Compensation & Method of Payment

3.1 Contractor shall perform all Work for the Town under this Contract in accordance with the unit prices and rates set forth in Exhibit “A.” The Town reserves the right to increase or decrease quantities of the Work and to order optional additional items or services, in its sole discretion, at the prices established in Exhibit “A.”

3.1.1 “Non-Emergency Rates” shall apply during regular Town business hours. The “Emergency Rate” shall apply outside of Town’s regular town business hours to include Town-observed holidays.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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- 3.2 Except as provided in Section 3.1 and 3.1.1 with respect to as-needed services ordered at the agreed rates, 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 otherwise exceeds the amounts defined in Section 3.1 or 3.1.1, 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 monthly 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 requires 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

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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. **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 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 non-owned vehicles.

C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the

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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. PROFESSIONAL LIABILITY INSURANCE: in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate.

- 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.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
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.

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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 insurers 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 to 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.

Contractor shall pay all sales, consumer, use and other similar taxes. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

Section 9: Indemnification

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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

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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

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

Section 17: Termination

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** 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

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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. Immediate Termination by the Town. 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 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

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 Contractor 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: 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

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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 20: 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 21: 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 22: 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 23: 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 24: Time is of the Essence

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

Section 25: Days

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

Section 26: 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 27: 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 28: 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

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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 29: 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 30: 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

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With a copy to:

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

If to Contractor:

Leonardo D'Angelo
All Water Service
242 Button Bush Ln.
Wellington, FL 33414

Section 31: 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. Independent Contractor.** 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.
- C. 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

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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.

- D. 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.
- E. 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.
- F. Joint Preparation.** 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.
- G. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- H. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- I. 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.
- J. Truth-in-Negotiation Certificate.** 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.
- K. Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in

TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18

order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's EVerify System to verify the employment eligibility of: 1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and 2. All persons (including subvendors/subContractors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches; and 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

L. Discriminatory Vendor List Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list 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 Contractor under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

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**TOWN OF SOUTHWEST RANCHES, FLORIDA
WATER SYSTEM REGULATORY AND MAINTENANCE SERVICES
RFP NO. 25-18**

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: ALL WATER SERVICE, LLC and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 10th day of September 2025.

WITNESSES:

Carole L. Willoris
Joshua Willoris

By:

ALL WATER SERVICE, LLC:

Leonard D'Angelis

John C. H. Stoll

President

Title:

10th day of September 2025

TOWN OF SOUTHWEST RANCHES

By:

Steve Breitkreuz, Mayor

day of , 2025

By:

Russell Muñiz, Town Administrator

day of , 2025

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.052.2025

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Jeff Katims, Town Planner
DATE: 10/23/2025
SUBJECT: Resolution - Plat and Replat Applications - Senate Bill 784

Recommendation

Town Council Consideration to approve the resolution.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

Senate Bill 784, which became effective July 1, 2025 requires that all Florida municipalities approve plats administratively, without requiring a public hearing, approval or action by the local governing body. The bill requires that the Town designate an “administrative authority” to review and process plat submittals, and to designate the administrative official responsible for approving plats. This Resolution accomplishes these requirements by designating the town planner as the reviewing authority and the town administrator as the approving authority.

This Resolution is an interim measure until such time as the Town amends its ULDC to conform to the new legislation. Most Broward municipalities have enacted similar resolutions, are preparing amendments to their land development regulations or have begun administratively approving plats without any formal action by their governing bodies, with the intent of eventually amending their regulations.

Fiscal Impact/Analysis

Not Applicable.

Staff Contact:

Jeff Katims, Town Planner

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	10/16/2025	Resolution
SB 784	10/7/2025	Backup Material

RESOLUTION NO. 26-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO PLATS AND CHAPTER 2025-164, LAWS OF FLORIDA (SENATE BILL 784); DESIGNATING THE ADMINISTRATIVE AUTHORITY AND ADMINISTRATIVE OFFICIAL FOR RECEIPT, REVIEW AND APPROVAL OF PLAT AND REPLAT APPLICATIONS; DIRECTING THAT THE TOWN CONFORM ITS RECEIPT, REVIEW AND APPROVAL PROCESSES FOR PLAT AND REPLAT APPLICATIONS TO THE REQUIREMENTS OF CHAPTER 2025-164, AND TO THE EXTENT NECESSARY DECLARING A ZONING IN PROGRESS THAT THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") BE INTERPRETED AND APPLIED IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF CHAPTER 2025-164 AND THAT IN THE EVENT OF A CONFLICT, CHAPTER 2025-164 SHALL APPLY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 20, 2025, the Governor approved Senate Bill 784, which is now Chapter 2025-164, Laws of Florida (Chapter 2025-164), which amends Chapter 177, Florida Statutes, to require the Town to administratively approve a plat or replat that meets the statutory requirements for recording of plats and replats, which are set forth in Section 177.091, Florida Statutes; and,

WHEREAS, Chapter 2025-164 requires the Town Council to designate an "administrative authority" to receive, review and process plat or replat submittals, and to designate, by resolution or ordinance, the administrative official responsible for approving, approving with conditions, or denying the proposed plat; and,

WHEREAS, the ULDC will require significant amendments in order to be consistent with the new state law; however, the new state law took effect on July 1, 2025;

WHEREAS, as Chapter 2025-164 is now in effect, the Town Council has determined that it is in the best interest of the Town to adopt this Resolution to designate an administrative authority and administrative official responsible for approving, approving with conditions or denying plats and replats, and;

WHEREAS, the Town Council declares a zoning in progress to ensure that in processing, reviewing and approving plats and replats, the Town shall act in conformance with state law, and that the ULDC shall be interpreted and applied to do so, until such time that the Town Council enacts amendments to the ULDC to make it consistent with Chapter 2025-164.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

Section 2. The Town Council hereby designates the Town Planner as the Administrative Authority to receive, review and process plat or replat submittals.

Section 3. The Town Council hereby designates the Town Administrator as the Administrative Official responsible for approving, approving with conditions, or denying a plat or replat.

Section 4. The Town Council hereby directs the Town Administration to receive, review, process, as well as approve, approve with conditions, or deny, all plats and replats in a manner consistent with Chapter 2025-164. In the event of any conflicts between Chapter 2025-164 and the ULDC, the requirements of Chapter 2025-164 shall prevail.

Section 5. To the extent necessary, the Town Council declares a zoning in progress until such time as the ULDC is amended to conform with the requirements of Chapter 2025-164.

Section 6. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

[Signatures On Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of October 2025, on a motion by _____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Hartmann	_____	Nays	_____
Allbritton	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Kuczenski	_____		

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.081.2025

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CHAPTER 2025-164

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 784

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term "administrative authority"; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats plat by designated county or municipal official governing bodies.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect

oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)(1) Before a plat or replat is offered for recording, it must be administratively approved as required by this section by the appropriate governing body, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both governing body, two plats or replats must be prepared and each county or municipality governing body has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees the governing bodies having said jurisdiction agree that one plat is mutually acceptable.

(5)(2) Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the

State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats plat.—After the approval by the appropriate administrative authority governing body required by s. 177.071, the plat or replat must shall be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they will shall not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor June 20, 2025.

Filed in Office Secretary of State June 20, 2025.