

RESOLUTION NO. 2026-035

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING THE SELECTION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING SERVICES AGREEMENT WITH RES FL CONSULTING LLC DBA E-SCIENCES FOR IMPLEMENTATION OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT REQUIREMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town advertised RFQ: 26-006 – Implementation of NPDES MS4 Permit Requirements on February 3, 2026, soliciting sealed Statements of Qualifications from qualified firms to provide professional environmental consulting services for a multi-year contract for the annual implementation of the FDEP NPDES MS4 Permit for the Broward County co-permittees, including the Town; and

WHEREAS, on March 3, 2026, the Town received four (4) responses; and

WHEREAS, on March 12, 2026, the Town's Selection Committee, at a publicly advertised meeting, reviewed and ranked the four (4) responses based on RFQ selection criteria listed; and

WHEREAS, the Selection Committee is recommending RES FL Consulting LLC DBA E-Sciences as the top ranked vendor in accordance with the terms of the RFQ; and

WHEREAS, the selected firm will provide professional services necessary to support the Town's compliance with current and future MS4 permit requirements, including the application of professional judgment to interpret regulatory obligations, identify compliance needs, and recommend or perform appropriate actions to maintain permit compliance, and to assist the Town in responding to regulatory updates or modifications to MS4 permit requirements as may occur during the term of the Agreement; and

WHEREAS, specific tasks, deliverables, schedules, and associated costs shall be defined and authorized through separate annual engagement letters or task work orders, negotiated in accordance with Section 287.055, Florida Statutes, with services to be billed

in accordance with the negotiated hourly rate schedule established in the Agreement, which rates shall remain in effect unless otherwise approved by the Town; and

WHEREAS, any such engagement shall be subject to the availability of appropriated funds, and the total amount authorized in any fiscal year shall not exceed the funds approved by the Town Council through the adopted budget; and

WHEREAS, the continuing contract will have a term of three (3) years, with two (2), one (1) year extensions by mutual agreement of both parties; and

WHEREAS, during any authorized extension term, the Town Administrator may approve adjustments to the hourly rate schedule in accordance with the Consumer Price Index (CPI) methodology set forth in the Agreement not to exceed three (3) percent, upon receipt of sufficient documentation from the consultant supporting such adjustment; 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 the Selection Committee's selection of RES FL Consulting LLC DBA E-Sciences for Implementation of FDEP NPDES MS4 Permit Requirements.

Section 3. The Town Council hereby approves awarding a Continuing Contract with RES FL Consulting LLC DBA E-Sciences as set in Exhibit "A", which has been attached hereto and has been incorporated herein by reference.

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

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

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

Ranches, Florida, this 26th day of March, 2026 on a motion by

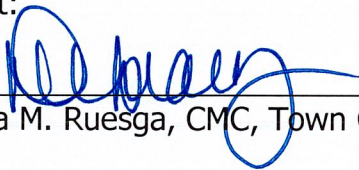
C/m KUCZENSKI and seconded by C/m HARTMANN.

Breitkreuz	<u>YES</u>
Jablonski	<u>YES</u>
Allbritton	<u>YES</u>
Hartmann	<u>YES</u>
Kuczinski	<u>YES</u>

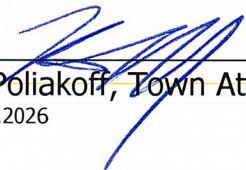
Ayes	<u>5</u>
Nays	<u>1</u>
Absent	<u>1</u>
Abstaining	<u>1</u>


Steve Breitkreuz, Mayor

Attest:


Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney
1001.037.2026

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: RES Florida Consulting, LLC dba E-Sciences Inc., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 18 day of March 2026.

WITNESSES:

RES Florida Consulting, LLC dba E-Sciences Inc.:

N/A – Executed electronically

By: Jana Ash
Jana Ash, Sci IV (title)
18 day of March 2026

Signed

Jana Ash 18/03/2026 3:20 PM

TOWN OF SOUTHWEST RANCHES

By: [Signature]
Steve Breitkreuz, Mayor

26th day of March 2026

By: [Signature]
Russell Muñiz, Town Administrator

26th day of March 2026

ATTEST:

[Signature]
Debra Ruesga, CMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith M. Poliakoff, Town Attorney
1001.2026.033

Exhibit “A”
Negotiated Rate Schedule



34 East Pine Street
Orlando, FL 32801

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

2026 Fee Schedule - SWR

Personnel

<u>Category</u>	<u>Hourly Rate</u>
Director	\$280
Regulatory Manager	\$280
Project Manager, Senior	\$263
Project Manager IV	\$225
Project Manager III	\$195
Project Manager II	\$180
Project Manager I	\$140
Assistant Project Manager	\$110
Estimator	\$120
Ecologist V/Geologist V/Scientist V	\$260
Ecologist IV/Geologist IV/Scientist IV	\$210
Ecologist III/Geologist III/Scientist III	\$170
Ecologist II/Geologist II/Scientist II	\$125
Ecologist I/Geologist I/Scientist I	\$105
Restoration Manager	\$120
Restoration Supervisor	\$110
Restoration Technician I	\$90
Engineer V	\$275
Engineer IV	\$250
Engineer III	\$210
Engineer II	\$160
Engineer I	\$125
Surveyor, Senior	\$165
Survey Technician	\$125
GIS-CAD III	\$205
GIS-CAD II	\$160
GIS-CAD I	\$125
Administrative Staff	\$93

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

RES Florida Consort does not:

(Name of Company)

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

Organization:

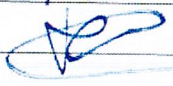
Street address: 312 SE 17th Street Suite 200

City, State, Zip: Fort Lauderdale, FL 33316

Certified By: Justin Freedman

(type or print)

Title: General Manager

Signature:  Date: March 16th 2026

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

(Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: March 16th, 2026 Signed: 

Company Name: DES Florida Consult Name: Justin Freedman

Title: General Manager

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 787.06

787.06 Anti Human trafficking.—

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

_____ does not use coercion for labor or services as defined in FL § 787.06.

(Consultant)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: March 16th, 2026

Signed: 

Company Name: RES Florida Consulting, LLC

Name: Justin Freedman

Title: General Manager

Notarization requirement for above-referenced forms:

State of Florida

County of

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 16 day of March, 2026,

by Justin Freedman (name of person
acknowledging)

Notary Public

Hadit A. Ponke

(Print Notary Name)

State of Florida at Large

My Commission Expires: 5/31/2026

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



HADIT A. APONTE
Notary Public
State of Florida
Comm# HH269427
Expires 5/31/2026

**AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND**

RES Florida Consulting, LLC dba E-Sciences Inc.

This Agreement is entered by and between the Town of Southwest Ranches ("Town") with an address at 13400 Griffin Road, Southwest Ranches, FL 33330 and RES Florida Consulting, LLC dba E-Sciences Inc. ("Consultant") with an address at 6575 West Loop South Suite 300, Bellaire, TX, 77401 for NPDES MS4 Annual Services with the addition of the following specific terms:

SECTION 1. DEFINITIONS

- 1.1 Agreement: Means this document between the Town and the Consultant dated March 26, 2026 and any duly authorized and executed Amendments to Agreement.
- 1.2 Consultant: RES Florida Consulting, LLC dba E-Sciences Inc., the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 Contract Administrator: The Public Works Director of the Town of Southwest Ranches or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 Notice to Proceed: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.5 Project: An agreed scope of work for accomplishing a specific plan or development. The services to be provided by the Consultant shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects.
- 1.6 Task Order: A document setting forth a negotiated detailed scope of services to be performed by the Contactor at fixed contract prices in accordance with this Agreement between the Town and the Consultant.
- 1.7 Town: The Town of Southwest Ranches, a Florida municipality.

SECTION 2. EFFECTIVE DATE

This Agreement is effective upon the respective dates under each signature herein.

SECTION 3. INITIAL CONTRACT PERIOD AND RENEWAL

The initial term of this agreement shall be three (3) years from the date of this agreement. The Town shall have the option to renew this Agreement for two (2) successive one (1) year terms under the same term, conditions, and compensation set forth herein.

Hourly rates set forth in Exhibit "A" shall remain firm and fixed for the initial contract term. During any renewal term, adjustments to hourly rates may be considered annually; however, in no event shall any positional hourly rate increase by more than the lesser of the Consumer Price Index for All Urban Consumers (CPI-U), South Region, or three percent (3%) per contract year. Under no circumstances shall rate adjustments be automatic, and any proposed increase shall be subject to prior written approval by the Town Administrator.

SECTION 4. PRODUCTS, SERVICES, AND PRICING

- 4.1 The Project will be divided into "Tasks." Task Orders shall be prepared by the Consultant and approved by the Town defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable Town code requirements.
- 4.2 Prior to initiating the performance of any services under this Agreement, the Consultant must receive a written Notice to Proceed/ Purchase Order from the Town.
- 4.3 The Consultant shall perform the services described in the Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 4.4 The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order. Town agrees to pay the Consultant as compensation for performance of a services as related to each Task Order under the terms of this Agreements and Not to Exceed amount as agreed upon per Task Order. It is agreed that the method of compensation is that of "Not to Exceed Amount" which meant that the Consultant shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total.

The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "A" to this Agreement. No modification, amendment, or alteration to Exhibit "A" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the Town and Consultant.

No reimbursable expenses are anticipated under this Agreement. Any reimbursable expenses shall require the Town's prior written approval and shall be limited to actual, reasonable, and necessary out-of-pocket costs incurred in the performance of the Services, without mark-up or profit, and supported by itemized invoices and receipts acceptable to the Town.

The Town or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under the Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and equal dignity herewith, prior to any deviation from the term of the Task Order including the initiation of any additional services.

- 4.5 The Consultant shall submit invoices, which are identified by the specific Agreement and Task Order number on a monthly basis in a timely manner for all costs attributable to the Project. The invoice shall identify the nature of the work performed for the Task Order, the total hours actually worked, and the labor category performing the same. The Town shall compensate the Consultant only for hours actually worked and approved by the Town in accordance with the applicable Task Order. No payment shall be made for estimated, unworked, minimum, or standby hours unless expressly authorized in writing by the Town.
- 4.6 The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. The Town shall review the Consultant's invoices and, if inaccuracies or errors are discovered in said invoice, the Town will inform the Consultant within ten (10) working days by email for such inaccuracies or error and request that revised copies of all such documents be re-submitted by the Consultant to the Town.
- 4.7 Electronic payments can be made; for banking information please contact receivables@res.us. Check payments can be mailed to the Consultant at:

RES Florida Consulting, LLC dba E-Sciences Inc.
6575 West Loop South Suite 300
Bellaire, TX 77401

SECTION 5. SITE-SPECIFIC DETAILS HERE (AS APPLICABLE)

The following is a list of services that may be required on an as-needed basis as requested by the Town. The list shall not be construed as an exclusive list of activities that the Consultant may be engaged in. The Town shall have the right, at its discretion, to require additional services that are consistent with the scope of services and those activities typically performed by an environmental engineering consultant and for which has experience, is qualified, and able to perform. All such services shall be performed at the approved hourly positional rates set forth in Exhibit "A," as applicable and as approved by the Town.

- 5.1 Prepare permit applications and attend meetings with various permit agencies.
- 5.2 Make written or verbal reports to the Town Commission, County Commission, and State regulatory agencies.
- 5.3 Assist in applying for and obtaining grants, including preparation of grant applications, meeting with public officials, and performing other services in connection with grant applications.
- 5.4 Review existing ordinances and guidelines and assist in developing new ordinances and guidelines or amendments to existing ordinances and guidelines.
- 5.5 Assist the Town in implementing and maintaining compliance with Federal, State, County, and municipal laws, rules, regulations, and ordinances.
- 5.6 Provide testing or monitoring services with respect to environmental measurements.
- 5.7 Wetland delineations.
- 5.8 Environmental / social justice evaluations.
- 5.9 Water quality evaluations.
- 5.10 Nutrient removal calculations for stormwater systems.
- 5.11 Similar and directly related services not specifically listed.

SECTION 6. NOTICE

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

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

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC

200 South Andrews Avenue, Suite 601
Fort Lauderdale, Florida 33301

If to Consultant:

ATTN: Rachel E. Vitek
RES Florida Consulting, LLC dba E-Sciences Inc.
312 SE 17th Street, Suite 200
Fort Lauderdale FL, 33316
Phone: 954-484-8500

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to pursue legal action regarding this Agreement, the exclusive jurisdiction for any litigation arising from this Agreement shall be in the seventeenth judicial circuit in and for Broward County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim arising out of this Agreement which may be brought by either of the parties hereto. The prevailing party in any action shall be awarded reasonable attorney's fees and costs at all tribunal levels.

SECTION 8. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 9. FUND AVAILABILITY AND USE OF CONSULTANT

Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the Town. In its sole discretion, the Town reserves the right to forgo use of the Consultant for any project which may fall within the scope of services listed herein.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER

The Consultant is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Consultant will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. AUDITING, RECORDS, AND INSPECTION

11.1 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. Consultant acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

11.2 To the extent that Consultant 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, Consultant shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

- 11.3 Consultant agrees to keep and maintain public records required by the Town to perform the service in Consultant's possession or control in connection with Consultant's performance under this Contract 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. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the Town.
- 11.4 Upon completion of the Contract, Consultant agrees, at no cost to Town, to transfer to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant 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.
- 11.5 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 12. INDEMNIFICATION

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

SECTION 13. BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget, as applicable. In such an event, the total cost for the affected service shall be reduced as required. The Consultant shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 14. SCRUTINIZED COMPANIES

Pursuant to Florida Statute § 287.135, Consultant certifies that the company is not participating in a boycott of Israel. Consultant also certifies that Consultant is not on the Scrutinized Companies that Boycott Israel

list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

SECTION 15. INSURANCE

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.

All Insurance Policies shall name and endorse the following as an additional named insured: Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 6

All Insurance Policies shall be endorsed to provide that (a) Consultant's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Consultant's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Consultant shall not be acceptable for providing the required insurance coverages of this Agreement.

If the Consultant fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Consultant shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.

Consultant 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. Consultant shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000) for each incident, and Five Hundred Thousand Dollars (\$500,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Consultant 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:** Consultant 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 Consultants, 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.

Consultant shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement

and, at any time thereafter, upon request by Town. 6.8 Consultant's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits.

Notice shall be sent to: Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, Florida 33330 And Keith M. Poliakoff, Esq. Government Law Group, PLLC 200 South Andrews Avenue Suite 601 Fort Lauderdale, Florida 33301 6.9 Consultant's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

If any of Consultant'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.

The Consultant shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms, and provisions of coverage, has been received and approved by the Town.

If any of Consultant's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Consultant's renewal policies.

UPON EXECUTION OF THIS AGREEMENT, CONSULTANT SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONSULTANT'S WORK UNDER THE AGREEMENT.

The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

Consultant shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.

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

The Town of Southwest Ranches shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

SECTION 16. INSPECTOR GENERAL AND ETHICS

In accordance with Section 10.01 of the Broward County Code of Ordinances, the Consultant understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Consultant understands and agrees to his obligations under this ordinance. The Consultant further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Consultant or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

SECTION 17. ANTI HUMAN TRAFFICKING

Pursuant to Florida Statute § 787.06(13): All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the Town, must have an officer or representative fully execute the corresponding affidavit herein.

OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS

(2 CFR 200 APPENDIX ii COMPLIANCE):

The Consultant 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, Consultant 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 Consultant 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 Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. EQUAL EMPLOYMENT OPPORTUNITY

The Consultant 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 Consultants or sub-grantees). Additionally, all Consultants 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 Consultant 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 authorities having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

C. DAVIS-BACON ACT REQUIREMENTS

Consultants 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.

D. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Consultant 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).

E. FEDERAL CLEAN AIR AND WATER ACTS

Consultant 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).

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

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

H. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Consultant. The Consultant 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 Consultant 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 Consultant 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 Consultant and subcontractor as provided in 29 C.F.R. § 5.12.

I. BUY AMERICAN ACT

The Consultant shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 – as amended and extended).

J. NONDISCRIMINATION

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

K. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

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

L. ENVIRONMENTAL PROTECTION AGENCY (EPA)

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

M. CONFLICTS OF INTEREST

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

N. FLORIDA BUILDING CODE (FBC)

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

O. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Consultant 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 Consultant, constitute a violation of any law or regulation to which Consultant is subject, including, but not limited to, laws and regulations requiring that Consultant conduct its operations in a safe and sound manner.

P. VERIFICATION OF EMPLOYMENT STATUS

Any Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Consultant to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Consultant 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 Consultant under the Agreement.

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Consultants, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Consultant shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 1) All persons employed by a Consultant to perform employment duties within Florida during the term of the contract; and
- 2) All persons (including subvendors/subconsultants/subcontractors) assigned by Consultant to perform work pursuant to the contract with the Town of Southwest Ranches. The Consultant 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 Consultant 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. Consultant 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 Consultant 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 as a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of one (1) year after the date of termination.

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

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

R. PROCUREMENT OF RECOVERED MATERIALS

Consultants shall comply with the requirements of 2 CFR §200.323, as applicable to this Agreement.

S. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENT

Alongside a signed copy of this Agreement, Grantee will provide the Town of Southwest Ranches with a SAM.gov proof of registration and Commercial and Government Entity (CAGE) number. Grantee will continue to maintain an active SAM registration with current information at all times it has an active award under this Agreement.

T. 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 Consultant, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.