

RESOLUTION NO. 2026-070

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH SHAW INTEGRATED & TURF SOLUTIONS, INC. FOR PHASE 1 OF THE TOWN HALL FLOORING REPLACEMENT PROJECT IN THE AMOUNT OF SEVENTY-FOUR THOUSAND NINE HUNDRED AND EIGHTY-SIX DOLLARS AND FORTY-FOUR CENTS (\$74,986.44) AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Hall and Council Chambers floors have remained in place since the building's inception and have become visibly worn and damaged due to years of high foot traffic from residents and visitors; and

WHEREAS, the existing flooring now exhibits significant wear, including stains and holes that diminish the building's appearance and professionalism, creating a less welcoming environment for the public; and

WHEREAS, these deteriorated conditions also present potential safety concerns, including tripping hazards caused by uneven surfaces and exposed areas; and

WHEREAS, replacing the deteriorated flooring will enhance the appearance, safety, and functionality of the Town Hall and Council Chambers; and

WHEREAS, updated flooring will provide a more professional, welcoming, and durable surface better suited to accommodate ongoing public use, staff activity, and official town functions; and

WHEREAS, improvements to the facility support the Town's commitment to maintaining safe, well-kept, and professional public spaces for residents, visitors, and employees; and

WHEREAS, a Program Modification (PM) for flooring replacement for Town Hall and the Council Chambers was approved in the Fiscal Year 2026 Budget by the Town Council in the amount of \$75,000.00; and

WHEREAS, in soliciting quotations it became evident the Fiscal Year 2026 budgeted amount would not be sufficient to complete the project in its entirety; and

WHEREAS, the entire project has been divided into two phases with Phase 1 including the cost of all materials for the entire project and all services necessary to complete the Council Chambers installation portion of the project; and

WHEREAS, Phase 2 of the project will be Eighty-Three Thousand One Hundred Forty-Eight Dollars and Seventy Cents (\$83,148.70) and it is included in Fiscal Year 2027 and will include all services necessary to complete the remainder of Town Hall installation portion of the project; and

WHEREAS, it is determined that the two phases of the flooring replacement project can be awarded through the Sourcewell Solicitation Number: 061323 government cooperative contract attached hereto as Exhibit B; and

WHEREAS, approval of this Resolution authorizes the Town Administrator to approve any change orders related to this project, submitted by Shaw Integrated & Turf Solutions, Inc. in an amount not to exceed Seven Thousand Four Hundred Ninety-Eight Dollars and Sixty-Four Cents (\$7,498.64), which represents no more than ten percent (10%) of the total phase 1 project cost, thereby ensuring the overall project does not exceed Eighty-Two Thousand Four Hundred Eighty-Five Dollars and Eight Cents (\$82,485.08); and

WHEREAS, the Town Council hereby approves utilizing unassigned fund balance (reserves) on any change orders related to this project, submitted by Shaw Integrated & Turf Solutions, Inc. in an amount not to exceed Seven Thousand Four Hundred Eighty-Five Dollars and Eight Cents (\$7,485.08); and

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

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

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

Section 2. The Town Council hereby approves an Agreement with Shaw Integrated & Turf Solutions, Inc. in the amount of Seventy-Four Thousand Nine hundred and Eighty-Six dollars and Forty-Four cents (\$74,986.44) for Phase 1 of the replacement and installation of flooring throughout Town Hall in substantially the same form as attached hereto as Exhibit "A."

Section 3. The Town Council hereby approves utilizing unassigned fund balance (reserves) on any change orders related to this project, submitted by Shaw Integrated & Turf Solutions, Inc. in an amount not to exceed Seven Thousand Four Hundred Eighty-Five Dollars and Eight Cents (\$7,485.08); and

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into an agreement and to sign any and all documents that are necessary and proper to effectuate the intent of this Resolution.

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

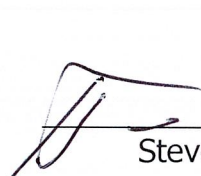
PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 24th day of September, 2026 on a motion by V/m Jablonski and seconded by Qm Kuczenski.

Breitkreuz
Jablonski
Allbritton
Hartmann
Kuczenski

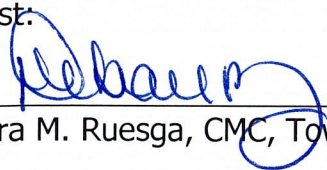
Yes
Yes
Yes
Yes
Yes

Ayes
Nays
Absent
Abstaining

5
0
0
0


Steve Breitkreuz, Mayor

Attest:


Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney

1001.2026.092

Mail Drop 999 P.O. Box 748552
Atlanta, GA 30384-8552



Phone: () -
Fax: () -

EXHIBIT "A"
PHASE 1

Proposal Submitted To Town of Southwest Ranches		Attention Christina Semeraro		Phone (954) 434-0008	Fax () -	Date 09/03/26	
Proposal Name Option 10 (Phase 1)				Job Name Southwest Ranches Town Hall		Job # 211258	
Street 13400 Griffin Rd				Job Street 13400 Griffin Rd		Proposal ID 243216	
City, State and Zip Southwest Ranches, FL 33330--		Architect Sourcewell FL	Date of Plans	Add #	Job City, State and Zip Southwest Ranches, FL 33330--26;	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
OM- (VY927) Moonstruck 9x47 color 150 Ardor	TBS/To Be Selected	12,211.50	SY	\$3.30	\$40,297.95
720 Dustless Gray	00500/Gray	215.00	Bag	\$14.25	\$3,063.75
Pro Grout+ 25 lb bag	TBS/To Be Selected	43.00	Bag	\$39.23	\$1,686.89
Open Market - MRS101 Moisture Resistant Skim Coat & Patching 10 LB Bags - 286CA	00001/MRS101	54.00	Bag	\$17.56	\$948.24
Carpet Demolition (Standard)		296.00	SY	\$1.75	\$518.00
Carpet Disposal		296.00	SY	\$1.37	\$405.52
LVT/VCT Demolition (Standard)		2,664.00	SF	\$0.85	\$2,264.40
Self Leveling up to 1/4"		2,664.00	SF	\$0.53	\$1,411.92
Ceramic/Porcelain Install (excludes material)		2,664.00	SF	\$5.91	\$15,744.24
Hourly Rates for Services not Listed		3.00	Hour	\$83.12	\$249.36
Open Market - Wood Baseboards (primed white)		300.00	LF	\$2.12	\$636.00
Open Market- Installation of Wood Baseboards		300.00	LF	\$2.29	\$687.00
Estimated Freight - Pricing Good for 30 Days		1.00	Each	\$7,073.17	\$7,073.17
Base Bid Total:					\$74,986.44

Proposal Inclusions and Exclusions:

- 30161700-24-SRCWL-ACS
Sourcewell Contract# 061323-SII
- Our remit-to address
SHAW INTEGRATED & TURF SOLUTIONS
PO Box 748552
Atlanta, GA 30384-8552
- Local Contact:Noreen Shouldis Installer: Southeast Floors
- Please e-mail your Purchase Order to Cody Collins at cody.collins@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.
- Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
- Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
- Shaw is not licensed as an asbestos abatement Contractor. If asbestos is discovered at the jobsite, work shall cease immediately. Flooring Contractor/Subcontractor will not resume work until the asbestos has been sealed or abated through a certified asbestos abatement contractor.
- Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
- Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
- Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address
- All pricing is based on work being completed during normal working hours.

Mail Drop 999 P.O. Box 748552
Atlanta, GA 30384-8552
Proposal ID: 243216



Phone: () -
Fax: () -

Proposal Inclusions and Exclusions:

12. SITS License Numbers: AL 57717, AK 198637, AZ ROC340172, AR 425700423, CA 1104309, CT MCO.0904495, DE 2022707978, GA GCCO007817, ID 02790, IA C143575, LA 73789, MN IR793001, MS 24811-SC, MT 265535, NE 25084-22, NM 409483/28744860162022, NV 90225, NC 87924, ND 46612, OR 240563, RI GC-33871, SC 124179, TN 77794, UT 12846822-5501, VA 2705183154, WA SHAWITT789M2, WV WV061877
13. Some of the materials on this proposal/quote are being distributed by a 3rd party vendor. For this reason, Shaw is not able to accept returns or issue a credit. Shaw does not provide warranty for third party products provided by the subcontractor/installation provider.

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Cody Collins Cody Collins \$74,986.44
Email: cody.collins@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 3% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Integrated and Turf Solutions, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.
8. Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action.

ACCEPTANCE OF PROPOSAL: *The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.*

Customer: Town of Southwest Ranches Signed: _____ Date: _____

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates set forth below. The individual executing this Agreement on behalf of Contractor further declares, under penalties of perjury, that he or she has read the foregoing representations and certifications contained in Sections S and T of this Agreement, that the facts stated therein are true and correct, and that he or she is duly authorized to execute this Agreement on behalf of Contractor.

SHAW INTEGRATED & TURF SOLUTIONS, INC and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor, duly authorized to execute the same by Council action on the 24 day of September 2026.

WITNESSES:

Signed by:
Jann Worley
F83A25C9CA3740A...
Signed by:
Michele S Morton
EA4CD2BEA9C14C4...

SHAW INTEGRATED & TURF SOLUTIONS, INC

Signed by:
By: Marissa McKoy
0587C011F456466...
Marissa McKoy, Deputy General Counsel
22nd day of September 2026

TOWN OF SOUTHWEST RANCHES

By: [Signature]
Steve Breitzkreuz, Mayor

24th day of September 2026
By: [Signature]
Russell Muñiz, Town Administrator

24th day of September 2026

ATTEST:

[Signature]
Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith M. Poliakoff, Town Attorney
1001.2026.093

COOPERATIVE AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
SHAW INTEGRATED & TURF SOLUTIONS, 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 Shaw Integrated & Turf Solutions, Inc. ("Contractor") with an address at 616 East Walnut Avenue, Dalton, GA 30721 for the Town Hall Flooring Project utilizing the Department of Management Services contract entitled Flooring Materials, with Related Supplies and Services, an agency of the State of Florida Alternate Contract Source (ACS) No. 30161700-24-SRCWL-ACS which is based upon the Sourcewell government cooperative contract #061323-SII as may be amended from time to time, and attached hereto and made a binding part hereof by this reference, with the addition of the following specific terms:

1. This Agreement includes the solicitation Terms and Conditions, Specifications/Scope of Work, Required Forms, associated addenda, and the Contractor's solicitation response, and Contractor's proposal for the Town Hall Flooring Project, collectively referred to as the "Cooperative Contract."
2. The Cooperative Contract was competitively solicited and awarded by Sourcewell, located in Staples, MN. The Contractor has exhibited by its response to the sealed solicitation publicly advertised on April 25, 2023 for Flooring Materials with Related Supplies and Services that it can provide the required services and agrees to provide the required services to the Town and the parties hereto have agreed to the terms and conditions cited in the Cooperative Contract and herein based on said solicitation and to be bound by the terms of this Agreement, as may be amended by Sourcewell from time to time.

SECTION 1. DEFINITIONS

The following terms in the Cooperative Contract are hereby re-defined for purposes of this agreement as follows:

"Town" shall refer to the Town of Southwest Ranches, a municipal corporation in the State of Florida.

SECTION 2. EFFECTIVE DATE

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

SECTION 3. INITIAL CONTRACT PERIOD

Pursuant to the Award Letter, the contract is valid through December 31, 2027, or until the completion of Phase 2 of the Town Hall Flooring Project, whichever occurs first. Expiration or completion of the Contract shall not affect any warranty or other obligations that, by their terms or nature, survive completion or expiration.

SECTION 4. PROJECT

The Contractor will perform the Town Hall Flooring Project in accordance with the Contractor's project proposal dated September 03, 2026 and attached hereto as Phase 1 (Job #211258/Proposal ID #243216) and project proposal dated August 27, 2026 attached hereto as Phase 2 (Job #213398/Proposal ID #243232).

SECTION 5. PROJECT LOCATION

Unless modified in writing by the Town Administrator or their designee, the locations for installation and associated accessories shall be in adherence to the Contractor's proposals dated August 27, 2026 and September 03, 2026 and attached hereto.

SECTION 6. CONTRACT PROVISIONS

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified, supplemented, or specified herein.

SECTION 7. 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 Contractor:

ATTN: Cody Collins
Shaw Integrated & Turf Solutions, Inc.
3435 Dug Gap Rd., Mail Drop 026-07
Dalton, GA 30720

SECTION 8. 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 9. 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 10. CONFLICT

To the extent that any conflict shall arise between the Town Purchase Order or this Agreement and the terms and conditions of the Cooperative Contract, the terms and conditions of this Agreement and/or the Town Purchase Order shall prevail.

SECTION 11. FUND AVAILABILITY AND USE OF CONTRACTOR

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 forego use of the Contractor for any project which may fall within the scope of services listed herein.

SECTION 12. EQUAL OPPORTUNITY EMPLOYER

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

SECTION 13. AUDITING, RECORDS, AND INSPECTION

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement, 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 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. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

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

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

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

SECTION 14. INDEMNIFICATION

- a. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of Section 11 of the Cooperative Contract and Section 13 of this Agreement shall survive indefinitely.
- b. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs at all tribunal levels.

SECTION 15. 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 Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 16. SCRUTINIZED COMPANIES

Pursuant to Florida Statute § 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor 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 17. INSURANCE

Contractor shall maintain the insurance coverage required pursuant to Section 18 of Sourcewell Contract No. 061323-SII, which requirements are incorporated herein by reference. The Town of Southwest Ranches shall be shown as the additional insured under the required insurance. Evidence of required insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

SECTION 18. INSPECTOR GENERAL AND ETHICS

In accordance with Section 10.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor 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.

OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS

(2 CFR 200 APPENDIX ii 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. 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.

INTENTIONALLY OMITTED

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. 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).

E. 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.

F. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors 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).

G. 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.

H. NONDISCRIMINATION

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

I. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

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

J. 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.

K. CONFLICTS OF INTEREST

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

L. FLORIDA BUILDING CODE (FBC)

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

M. 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.

N. VERIFICATION OF EMPLOYMENT STATUS

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

Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

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 E-Verify 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/subconsultants/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.

O. 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.

P. PROCUREMENT OF RECOVERED MATERIALS

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

Q. 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.

R. 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 consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

S. FOREIGN ENTITY COMPLIANCE

Contractor represents and warrants that it is eligible to contract with the Town under all applicable provisions of Sections 287.138, 288.007, and 692.201 through 692.204, Florida Statutes. By executing this Agreement, Contractor further certifies, under penalty of perjury, that it is not prohibited from contracting with the Town under such statutes and is in compliance with all applicable requirements thereof.

T. HUMAN TRAFFICKING CERTIFICATION

Pursuant to Section 787.06, Florida Statutes, Contractor certifies, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes. Contractor further certifies that the individual executing this Agreement is duly authorized to make this certification on behalf of Contractor.