

# TOWN OF SOUTHWEST RANCHES



## INVITATION FOR BIDS

### COUNTRY ESTATES BALLFIELDS

IFB No. 17-004

Date: March 1, 2017

TOWN OFFICIALS

Doug McKay, Mayor

Steve Breitkreuz, Vice Mayor

Freddy Fisikelli, Council Member

Gary Jablonski, Council Member

Dee Schroeder, Council Member

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Ballfields  
IFB No. 17-004

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PREPARED BY WINNINGHAM & FRADELY, INC. DATED NOVEMBER 2016

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Ballfields  
IFB No. 17-004

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**CONTRACT DATA**

Contract Title: Country Estates Ballfields

Contract Number: IFB No.: 17-004

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road  
Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator  
13400 Griffin Road  
Southwest Ranches, FL 33330  
Phone: 954-434-0008  
Fax: 954-434-1490

Designated Contract Manager:  
Rod Ley  
Town Engineer  
13400 Griffin Road  
Southwest Ranches, FL 33330  
Phone: 954-434-0008  
Fax: 954-434-1490

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Ballfields  
IFB No. 17-004

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**Date: March 1, 2017**

**PUBLIC NOTICE OF INVITATION FOR BIDS (IFB)**

The Town of Southwest Ranches, Florida, hereinafter referred to as Town, will receive sealed Bids at the Office of Mara Semper, Town Procurement and Budget Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until 11:00 a.m., Monday, April 3, 2017 at which time they will be publically opened and read for:

**“IFB No.: 17-004 Country Estates Ballfields”**

The project includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary and reasonably inferable from the Contract Documents for proper construction and completion of the project consisting of the furnishing of two (2) sodded athletic fields at Country Estates Park with associated concrete sidewalk providing American Disabilities Act (ADA) access. Project elements also consist of grading, formwork and concrete sidewalk installation, tree protection, earthwork, clearing, and installation of erosion control measures.

A non-mandatory Pre-Bid Meeting is scheduled for 11:00 a.m., Wednesday, March 15, 2017 in the Southwest Ranches Grand Oaks conference room, 13400 Griffin Road, Southwest Ranches, FL 33330.

The awarded contractor will be required to execute a contract with the Town of Southwest Ranches in substantially the form attached hereto as Exhibit “A.”

Bids must be accompanied by a Cashier’s Check or Bid Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base bid as a guarantee that in the event the contract is awarded to the Bidder, they will promptly enter into a contract, and furnish any Payment Bond and Performance Bond, and Insurance Certificates required by the terms of this Invitation for Bids. The return of Cashier’s Checks or other cash security to Bidders shall be subject to the time periods for payment in the Florida Prompt Payment Act, Section 287.70, *et seq.* It is anticipated that bids will be opened at 11:00 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Monday, April 3, 2017. Any bid(s) delivered or received after 11:00 a.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

**In accordance with Florida Statutes, Section 119.071(1)(b)(2), bids are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.**

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

Questions concerning this IFB should be sent via **facsimile** or **emailed** to:

Mara Semper, Procurement and Budget Officer

Phone: 954-434-0008

Fax Number: 954-434-1490

Email: [msemper@southwestranches.org](mailto:msemper@southwestranches.org)

## **INSTRUCTIONS TO BIDDERS**

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

Bid packages can be obtained through DemandStar, downloaded from the Southwest Ranches website at: <http://www.southwestranches.org/procurement/> or by contacting Mara Semper by email at [msemper@southwestranches.org](mailto:msemper@southwestranches.org) or calling 954-343-7477.

### **1. COPIES OF SUBMISSION**

One **unbound original**, four (4) bound copies, and one compact disk of the entire Bid, Bid Form and required submittal documents in PDF format shall be submitted to the Town of Southwest Ranches at the office of Ms. Mara Semper, Procurement and Budget Officer, Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Sealed bids clearly marked "**IFB No.: 17-004 Country Estates Ballfields**" **must be received by the Procurement and Budget Officer either by mail or hand delivery, no later than 11:00 a.m. local time, Monday, April 3, 2017.** A public opening will take place at 11:00 a.m. in the Town's Grand Oaks conference room located at Town Hall on the same date.

The identity of the Bidders and respective total bid price shall be read aloud. However, neither the bids nor information set forth therein shall be made public until the time of a notice of an "Intended award" or 30 days from the Bid Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

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

### **2. ADDENDA OR ADDITIONAL INFORMATION**

Any questions or requests for clarifications concerning this IFB shall be submitted in writing by facsimile or E-mail and directed to Ms. Mara Semper, Procurement and Budget Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches FL, 33330; By Fax number (954) 434-1490; or E-mail address: [msemper@southwestranches.org](mailto:msemper@southwestranches.org). The IFB number and title shall be referenced on all correspondence and in the subject section of the email. **All questions must be received no later than seven (7) calendar days prior to the scheduled bid opening date but no later than noon on Monday, March 27, 2017.** All responses to questions/clarifications, if deemed necessary by the Town, will be posted on the Town Website at <http://www.southwestranches.org/procurement/> or through DemandStar. No questions will be received verbally, and/or, after the deadline. Bidders are hereby notified that a "Cone of Silence" is hereby imposed from the date of advertising and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award. A Bidder who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

3. **SECURITY AND BONDING REQUIREMENTS:**

**i. BID SECURITY**

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

**ii. PERFORMANCE AND PAYMENT BONDS**

In lieu of furnishing payment and performance bonds for the Project, the successful Bidder agrees that, notwithstanding the requirements of law, if any, to the contrary, retainage withheld on progress payments shall be 15% of the Contract Price to ensure Bidder's faithful and timely performance of the Contract.

**iii. NON-COMPLIANCE**

An awarded Bidder's failure to timely deliver an executed Contract, and any Performance Bond, Payment Bond, and Insurance Certificates required by the terms of this Invitation for Bids, all in forms acceptable to the Town, shall result in the cancellation of any Contract and the Bidder's forfeiture of any and all bid securities.

4. **BIDDER WARRANTY**

Bidder warrants that the prices, terms and conditions quoted in the bid will be firm for a period of 90 days from the date of the bid opening. Incomplete, unresponsive, irresponsible, vague, and ambiguous responses to the Invitations for Bid will be cause for rejection, as determined in the sole discretion of the Town.

5. **GUARANTEES**

No guarantee or warranty is given or implied by the Town as to a minimum or total amount of services that may or may not be purchased from any resulting contract or award. The quantities and frequencies provided herein are for proposal purposes only and will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

6. **BID WITHDRAWAL**

Any Bidder may withdraw its bid prior to opening of bids by providing a written notice to the Town. After bids are opened, they shall be irrevocable for a period of ninety (90) days. Bidders who unilaterally withdraw a bid without permission of the Town before 90 days have elapsed from the date of the opening of bids may be debarred and are subject to forfeiture of the Bid Security.

7. **CONE OF SILENCE**

A Cone of Silence is hereby imposed and made applicable to this IFB, and in accordance with the Town's Procurement Code. The Cone of Silence shall become effective from the time this IFB is advertised, and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award, rejects all responses, or takes other action which ends the IFB process. During the effective time period of the Cone of Silence, any person or entity which submits a bid/response, or that will be subject to evaluation under the terms of this IFB, shall not have any communication with the members of the Town Council relative to this IFB, except as may be permitted or required during public meetings of the Town Council. **NOTE:** A Bidder who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

A "**Cone of Silence**" means a prohibition on any communication regarding a particular request for proposal, request for qualification or invitation to bid, and as set forth in the Town's Procurement Code.

8. **NOTICE TO PROCEED**

After execution of the Contract, the Town anticipates issuance of a Notice to Proceed or other written work authorization to the Contractor, or as otherwise set forth in the Contract. Contractor shall be required to attend a pre-construction meeting. The date, time and place of the meeting will be set by the Town. A Notice to Proceed may be issued at the pre-construction meeting.

Contractor shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until Contractor submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties. The receipt of all necessary building and regulatory permits by Contractor, if any, is a condition precedent to the issuance of a Notice to Proceed. Contractor warrants to the Town that it shall expeditiously apply for all building permits and shall thereafter, diligently and continuously perform such Work to achieve Substantial Completion and Final Completion, within the times set forth in the Contract Documents, with time being of the essence. To the extent set forth in the Contract, the Town may, in its sole discretion, impose liquidated damages for failure to complete the Work within the time required.

Contractor shall furnish sufficient forces and equipment and shall Work such hours, including overtime operations, as may be necessary to timely perform the Work in accordance with the schedules submitted by Contractor to the Town for its approval. If Contractor falls behind the progress schedule, Contractor shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of Work within the project limits as may be required, at no additional cost to the Town.

9. **EQUAL EMPLOYMENT OPPORTUNITY/COMPLIANCE WITH GRANT TERMS**

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

physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

Additionally, to the extent that this Project is funded in whole or in part by any Federal, State, or local grant, the Contractor shall comply with any and all applicable grant terms or conditions, including State of Florida "Florida Recreational Development Assistance Program (FRDAP)" Grant. It is up to the Bidders to inquire and ascertain what grants/ters apply to this IFB.

**10. PUBLIC ENTITY CRIMES**

Pursuant to the provisions of section 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list".

**11. CONFLICT OF INTEREST**

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Bidders must disclose with their Bids, 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.

**12. TAXES**

To the fullest extent provided by Florida law, Bidders should not include taxes in bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

**13. SUBMISSION OF BIDS**

It is the responsibility of the Bidder to ensure that the Bid reaches the Office of the Procurement and Budget Officer on or before the closing hour and date shown on the public notice of this Invitation for Bid. The Town is not responsible for the Bidder's costs associated with preparation of the bid or proposal.

**14. BID FORMS**

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

**15. MISTAKE**

If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Bidders are responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the Bidder from performance of the Contract, if awarded, at the Bid price.

**16. DELIVERY**

All delivery costs and charges for materials shall be included in the Bid price. Delivery shall be freight on board (F.O.B.) to the project site in the Town of Southwest Ranches, Florida.

**17. LIABILITY, INSURANCE, LICENSING & PERMITS**

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 Bid 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 Bidder (or his agents) or any person or subcontractor the Bidder utilizes in the completion of his contract as a result of the Bid. 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 Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise.

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

**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, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than

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Five Hundred Thousand Dollars (\$500,000) for each accident, and Five Hundred Thousand Dollars (\$500,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

Contractor shall carry business automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) 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 One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

**D. ENVIRONMENTAL POLLUTION INSURANCE:**

The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

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

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

**\*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.**

Bidders are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

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

**18. AWARD OF CONTRACT**

The Town reserves the right to accept or reject any and/or all Bids or parts of bids, to waive any informality, irregularities or technicalities, to re-advertise for Bids, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications. Final determination and award of Contract shall be made by the Town Council.

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

In the award of a Contract pursuant to this IFB, 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.

**19. BID CONSIDERATIONS**

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

**20. ASSIGNMENT**

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

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

**21. DISPUTES**

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this IFB. Any default under this IFB shall subject Bidder to liability for any and all damages to Town caused thereby. Bidder 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.

**22. CANCELLATION**

Failure on the part of the awarded Bidder to comply with the terms of this IFB and 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 Bid security. In that event, the Town may proceed to award the Contract to the next lowest, responsive and responsible Bidder, or to re-advertise the project, and in its sole discretion whenever deemed in the best interests of the Town.

**23. RELATION TO PARTIES**

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

**24. COMPLIANCE WITH LAW**

Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this IFB 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.

**25. WAIVER OF LIABILITY**

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

**26. INDEMNIFICATION**

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

**27. 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 this IFB or any Contract awarded.

**28. DEFAULT PROVISION**

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

**29. GOVERNING LAW**

The validity of this IFB and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this IFB or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

**30. REMEDIES FOR BREACH**

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

**31. WRITTEN CONTRACT**

The successful Bidder 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 IFB, the accepted Bid, and include a termination for convenience clause, liquidated damages 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 IFB. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

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

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

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

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY**

**TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: [RMUNIZ@SOUTHWESTRANCHES.ORG](mailto:RMUNIZ@SOUTHWESTRANCHES.ORG); RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.**

[End of Section]

## GENERAL CONDITIONS

### A. DEFINITIONS

**Contract:** The written agreement between Town and Bidder whose bid has been accepted, covering the Work to be performed, and which incorporates the other Contract Documents to be made a part thereof and as referenced therein.

**Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

**Bid:** The offer or proposal of a Bidder submitted on the prescribed form(s) and including all information and submission required by the IFB.

**Bonds:** Bid, performance and payment bonds and other instruments of security.

**Change Order:** A document which is signed by Contractor and Town and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

**Construction Change Directive:** A document which is signed by the Town which directs the Contractor to proceed with revised or changed Work, where the Town and Contractor cannot agree on an adjustment in the Contract Price or the Contract Time, or both, issued on or after the Effective Date of the Contract. The subject of a Construction Change Directive may be the basis for a Change Order if later agreed to by the Town and Contractor.

**Contract Documents:** The Contract, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid), the Bonds if required, these General Conditions, and any Drawings, Exhibits and Attachments referenced in this IFB, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

**Contract Price:** The monies payable by Town to the Contractor under the Contract Documents as stated in the Contract for the full and timely performance of the Work.

**Contractor:** The person, firm or corporation with whom Town has entered into the Contract with for performance of the Work.

**Day:** Shall mean calendar day, unless otherwise specified.

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

**Effective Date of the Contract:** The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver, subject to formal acceptance by the Town Council.

**Final Completion:** This term shall mean that point at which, as certified in writing by the Town Engineer or other person designated in the Contract, the Project is at a level of final completion in strict compliance with the Contract, and that Contractor has furnished all Project-close out documentation including, but not limited to, final lien waivers from Contractor and all lower-tiered subcontractors and suppliers, written

warranties and guarantees, written O&M Manuals, Record as-built drawings, all as required by the Contract Documents.

**Project:** The whole or any part of the total construction of the Work to be provided under this IFB and the Contract Documents.

**Substantial Completion:** This term shall mean that point at which, as certified in writing by the Town Engineer or other person designated in the Contract, the Project is at a level of completion in strict compliance with the Contract such that the Town or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose, and as defined in the Contract Documents. However, partial use or occupancy of the Project shall not necessarily result in the Project being deemed substantially complete, and such partial use or occupancy shall not necessarily be evidence of Substantial Completion.

**Town:** The Town of Southwest Ranches, Florida.

**Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

## **B. PRELIMINARY MATTERS**

### **Upon completion of Construction**

The Contractor shall notify and request Town for a substantial or final completion inspection. Payment to Contractor will be dependent upon satisfactory completion of the Work and in strict accordance with the Contract Documents.

## **C. 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, whether such reference by specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations or permit in effect at the time of executing the Contract, except as may otherwise be specifically stated. Clarifications and interpretations of the Contract Documents may be issued by the Town.

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

**Amending and Supplementing Contract Documents**

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof as outlined in this section, Item G – “Changes in the Work”, and pursuant to the Contract.

**D. PHYSICAL CONDITONS**

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

Contractor shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 2, Item G – “Changes in the Work”.

Contractor shall have full responsibility for reviewing and checking all information and data, for locating all Underground Facilities, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in chapter 556, Florida Statutes, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

**E. INSURANCE**

Throughout the term of the Contract and for all applicable statutes of limitation periods, Contractor shall maintain in full force and effect all of the insurance coverages as set forth in the terms of this IFB.

**F. CONTRACTOR’S RESPONSIBILITIES**

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for construction. Contractor shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

Contractor shall keep on the Project site at all times during the progress of the Work a competent resident superintendent and shall supply competent, suitably qualified personnel to perform construction as required by the Contract Documents. For purposes of communicating the Town’s needs, the resident superintendent must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all OSHA safety requirements while performing the Work. As a minimum, all personnel performing the work subject to this IFB and any Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees (at both the trial and appellate levels), to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

If the Bidder intends to use sub-contractors to perform any work pursuant to this IFB, these sub-contractors are subject to prior approval by Town. Contractor shall be fully responsible to Town for all acts and omissions of any sub-contractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Contractor shall keep the Project site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items not designated for removal, relocation, replacement or improvement in the course of construction.

As set forth in the terms of this IFB, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in Bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Contractor to procure all necessary permits and licenses the cost of which shall be deemed included in the Bid price.

**G. CHANGES IN THE WORK**

Without invalidating the Contract and without notice to any surety, the Town may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a written Change Order or written Construction Change Directive. Upon receipt of a Change Order or written Construction Change Directive, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

**Change Orders and Construction Change Directives**

The Town and Contractor shall execute appropriate Change Orders or Construction Change Directives covering changes in the Work which are ordered by the Town which may include: **1)** additions, deletions or revisions to the scope of services; **2)** acceptance of defective Work under this section, Item I – "Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work"; or **3)** correcting defective Work under this section, Item I – "Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work".

**Surety**

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

**H. CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME**

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

**Change Order**

The Contract may only be changed by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice by the Contractor delivered promptly to the Town (but in no event later than seven (7) days) after the acknowledgement or occurrence of the event giving rise to the claim and stating the general nature of the claim. Within fourteen (14) days thereafter, notice of the amount of the claim with all supporting data shall cover all amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. 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 an increase or decrease in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum (which may include an allowance for overhead and profit) or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town shall decide, in its sole discretion, whether to issue and agree to a Change Order, and verbal representations or instructions may not be relied upon by the Contractor.

**Unit Prices**

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item times the estimated quantity of each item. The estimated quantities of items are not guaranteed.

Each unit price will be determined to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

**I. WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

In addition to any manufacturer's warranties, Contractor warrants and guarantees to the Town that all work will be in strict accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided below.

**Owner May Stop the Work**

If the Work is defective or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will strictly conform to the Contract Documents, Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of Town to stop the 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 promptly, as directed and at its sole expense, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Town, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

**One Year Correction Period**

In the event any work is found to be defective within one year after the date of Final Completion, Contractor shall promptly, without cost to Town and in accordance with Town's written instructions, either correct such defective Work, or, if it has been rejected by Town, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be promptly paid by Contractor. Nothing in this IFB or the Contract shall be construed as a limitation on any right or remedy for breach of the Contract or defects in the Work. All rights set forth herein and in the Contract shall be deemed cumulative and in addition to any rights or remedies which may be afforded by Florida law.

**Acceptance of Defective Work**

If, instead of requiring correction or removal and replacement of defective Work, the Town prefers to accept it, the Town may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work (such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Town shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, Town may make a claim therefore as provided in this section, Item H – "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount and consistent with the above will be paid by Contractor to Town promptly upon requests.

**Town may Correct Defective Work; Chapter 558, F.S. Not Applicable.**

If Contractor fails within a reasonable time, as determined by the Town, after written notice by the Town, to proceed to correct defective Work or to remove and replace rejected Work as required by Town, or if Contractor fails to perform the Work in strict accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Town may, after seven (7) day's written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, Town may exclude Contractor from all or part of the site, take possession of all or part of the Work, suspend Contractor's services related thereto, and take possession of Contractor's tools, appliances, construction equipment, and machinery at the site and incorporate in the Work all materials and equipment stored at the site. Contractor shall allow Town and its representatives, agents and employees such access to the site and Contractor's tools, appliances, construction equipment and machinery as may be necessary to enable Town to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of Town in exercising such rights and remedies will be charged against Contractor in a Change Order that incorporates the necessary revisions in the Contract Documents with respect to the Work; and Town shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the decrease or amount due the Town, Town may make claim therefor as provided in this section, Item H – "Change in the Contract Price or Contract Time" against Contractor and its surety without prejudice to any other right or remedies available to Town and regardless of whether or not the Contract is terminated. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, including paralegals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Notwithstanding the requirements of any bond to the contrary, Contractor and its surety remain liable for all costs and charges in accordance with this paragraph regardless of whether Contractor is terminated.

**Chapter 558, F.S. Does Not Apply:** The Contractor and the Town understand and agree that chapter 558, Florida Statutes (Construction Defects), shall not apply to the Contract or claims, if any, by the Town arising out of or relating to this IFB or the Contract. The Contractor and the Town further hereby agree to "opt out" of the procedures set forth at chapter 558, Florida Statutes.

**J. PAYMENT**

The payment to Contractor is for all materials, labor, services, equipment and all else necessary or reasonably inferable to construct and 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 prices stipulated in the Bid and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said prices stipulated in Bid 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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
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be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this IFB and the Contract, and with the same formality and of equal dignity associated with the original execution of the Contract.

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

The Town shall pay the Contract Price to the Contractor in accordance with the procedures set forth in chapter 218.70, Florida Statutes, "Local Government Prompt Payment Act." Progress payments may be submitted by Contractor to the Town for partial completion of the Work, but no more than once monthly, for the period ending at end of the month. Each payment request must be accompanied by all necessary supporting information and documentation. Subject to the provisions of section 218.735, Florida Statutes, each progress payment shall be reduced by ten (10) percent for retainage. The final retainage will be released after Final Completion of the Project, and after Town's receipt of acceptable reports and other Project-close out documentation required by the Contract Documents, including but not limited to certification of Contractor's payment to all lower-tiered subcontractors and suppliers providing labor, materials or services on the Project, but no earlier than 30 days of the Contractor's last progress payment request.

The Contractor's final payment request must be accompanied by written notice from Contractor that the entire Work has been completed in strict accordance with the Contract Documents. The Town will make a final inspection and notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective; provided however, that nothing herein shall waive or release claims for latent defects or the Contractor's obligations to correct defective work set forth hereinabove. Contractor shall immediately take such measures as are necessary to remedy such deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with Section I above, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed in connection with the Work or there are other items entitling the Town to set-off against the amount due. 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; provided however, that Contractor shall nonetheless be required to furnish partial and final releases of liens and other evidence as may be deemed acceptable by the Town to confirm that all lower-tiered subcontractors and suppliers on the Project have been paid.

**K. SUSPENSION OF WORK AND TERMINATION**

The Town may, at any time and without cause, suspend Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor. Contractor shall resume work on a date so determined by the Town. Contractor shall not be allowed an increase in the Contract Price for any such

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suspension lasting not more than ninety (90) days. If, through no fault of Contractor, the Work is suspended for a period of more than ninety (90) days, then Contractor may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice to the Town including reasonable overhead and profit thereon except as otherwise limited by this IFB or the Contract; provided however, that in no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed. The Town may terminate all Work if Contractor violates in any substantial way any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract, terminate the services of the Contractor, exclude Contractor from the site, take possession of the Work including Contractor's tools, appliances, construction equipment and machinery, and finish the Work as the Town may deem expedient under the circumstances. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs of completing the Work (including correction of defective Work) exceed such unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive bids for the Work except as may otherwise be required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for defective Work or otherwise and such payment shall not be evidence of acceptance of any defective Work.

Upon written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract for the convenience of Town. In such case, Contractor shall be paid for all Work executed and any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

**L. EQUIPMENT**

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

**M. EQUIPMENT STORAGE AND MOBILIZATION**

The Contractor must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents, and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties.

**N. HOURS OF OPERATION**

The Contractor shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

**O. CONTRACTOR'S PERFORMANCE**

The Contractor shall commence the performance of the Work identified in the Notice to Proceed or other written authorization on the effective date of the Notice to Proceed and shall diligently and continuously prosecute its performance to and until Substantial Completion and Final Completion of the Work. The Contractor shall accomplish Substantial Completion and Final Completion of each assigned task within the allotted calendar days indicated in the Notice to Proceed.

**[End of Section]**

**TENTATIVE SCHEDULE OF EVENTS**

The **tentative schedule** of events relative to this procurement shall be as follows. Town reserves the right to modify the tentative dates.

<b><u>Event</u></b>	<b><u>Date</u></b>
1. Issuance of Invitation for Bids	Wednesday, March 1, 2017
2. Pre-Bid Meeting	Wednesday, March 15, 2017 @ 11:00 a.m.
3. Deadline for Request for Clarification	Monday, March 27, 2017 @ 12:00 noon
4. Bids Due / Opening of Bids	Monday, April 3, 2017 @ 11:00 a.m.
5. Completion of Bid Evaluations	TBD
6. Award of Contract (Town Council Action)	TBD
7. Pre-Construction Meeting	TBD
8. Issue Notice to Proceed (NTP)	TBD
9. Substantial Completion of Project	45 Calendar Days
10. Final Completion of Project	60 Calendar Days

**[Remainder of page intentionally left blank]**

**BID/PROPOSAL SCHEDULE**  
**TOWN OF SOUTHWEST RANCHES**  
**BALLFIELD IMPROVEMENTS FOR**  
**COUNTRY ESTATES PARK**  
**PROJECT NO. S16.0003**

Notice to All Respondents

It is the intent of the Owner to award this contract based on the Grand Total Base Bid/Proposal for all bid/proposal items. In the event of a discrepancy between written figures and numbers, the former shall govern. In the event of latent multiplication or addition errors, the Respondent recognizes that these are clerical errors and may be corrected by the Owner.

For each payment item, Respondent agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. A more detailed description of the Pay Items is located in the Contract Documents.

<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
1	Lump Sum	Mobilization / Demobilization	\$	\$
2	Lump Sum	Temporary pollution prevention	\$	\$
3	Lump Sum	Clearing and grubbing	\$	\$
4	5300 Cubic Yards	Furnish and install clean fill (including swale) for	\$	\$
5	15,000 Square Yard	Seeding	\$	\$
6	2 Each	Concrete mitered and sections	\$	\$
7	15 Linear Feet	8 Inch DIP Drainage Culvert	\$	\$
8	20 Linear Feet	5' Wide Concrete Sidewalk (4" thick)	\$	\$
9	1 Each	8' x 8' Concrete Landing Pad (4" thick)	\$	\$
<b>TOTAL</b>				<b>\$</b>

BIDDER \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
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The quantities indicated in the Bid and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the bid form.

The Substantial Completion of the Project shall occur no later than **Forty-Five (45) calendar days** from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than **Sixty (60) calendar days** from date of issuance of the Notice to Proceed.

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

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

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

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

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Ballfields  
IFB No. 17-004

---

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: \_\_\_\_\_

BIDDER'S SIGNATURE: \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_

BIDDER'S PHONE NUMBER: Office: \_\_\_\_\_ Cell: \_\_\_\_\_

BIDDER'S EMAIL ADDRESS: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name of Corporation/Entity

\_\_\_\_\_  
Address of Corporation/Entity

\_\_\_\_\_  
Signature of President or Authorized Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_ (If the Bidder is a Corporation, affix corporate seal)

**DRUG FREE WORKPLACE**

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**BIDDER'S SIGNATURE:** \_\_\_\_\_

BIDDER: \_\_\_\_\_  
**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)**

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**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.

BIDDER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Ballfields  
IFB No. 17-004

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

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

**[Signatures on next page]**

BIDDER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Ballfields  
IFB No. 17-004

---

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

My Commission Expires \_\_\_\_\_

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

BIDDER: \_\_\_\_\_



TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Ballfields  
IFB No. 17-004

---

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Personally known \_\_\_\_\_

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

My Commission Expires: \_\_\_\_\_

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

BIDDER: \_\_\_\_\_











TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Ballfields  
IFB No. 17-004

---

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN PRESENCE OF: \_\_\_\_\_  
(Individual or Partnership Principal)

(SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

SURETY: \_\_\_\_\_

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**GOVERNMENTAL CONTACT INFORMATION**

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

<b>NAME OF AGENCY</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>CONTACT PERSON</b>

BIDDER: \_\_\_\_\_

**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: \_\_\_\_\_

BIDDER: \_\_\_\_\_

**BIDDER CONFIRMATION OF QUALIFICATIONS**

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

At the time of the Bid, the Bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation for Bids.

All license, certificate and experience requirements must be met by the Bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by Bidders who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, Bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Phone Number: \_\_\_\_\_

Bidder's Email: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[Signatures on next page]**

BIDDER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Ballfields  
IFB No. 17-004

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State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_ (Bidder), who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of \_\_\_\_\_ County, Florida

\_\_\_\_\_  
Notary Signature

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

BIDDER: \_\_\_\_\_

**BIDDER EXPERIENCE QUESTIONNAIRE**

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

List comparable contract experience and client references:

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

BIDDER: \_\_\_\_\_

**SUB-CONTRACTOR LIST**

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

<b><u>CLASSIFICATION OF WORK</u></b>	<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>

BIDDER: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No.1 \_\_\_\_\_

Addendum No.2 \_\_\_\_\_

Addendum No.3 \_\_\_\_\_

Addendum No.4 \_\_\_\_\_

**[Remainder of page intentionally left blank]**

**BIDDER:** \_\_\_\_\_

**LIABILITY CLAIMS**

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

1. Name and Location of project: \_\_\_\_\_  
\_\_\_\_\_
2. Contact information for Project Owner:
  - a. Name: \_\_\_\_\_
  - b. Address: \_\_\_\_\_
  - c. Phone: \_\_\_\_\_
  - d. Email: \_\_\_\_\_
3. Nature of Claim: \_\_\_\_\_  
\_\_\_\_\_
4. Date of Claim: \_\_\_\_\_
5. Resolution Date of Claim and how resolved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. If applicable:
  - a. Court Case Number: \_\_\_\_\_
  - b. County: \_\_\_\_\_
  - c. State: \_\_\_\_\_

BIDDER: \_\_\_\_\_

**INSERT W – 9**

**1 page**

**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:

Mara Semper, Procurement and Budget Officer  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330

or

Email: [msemper@southwestranches.org](mailto:msemper@southwestranches.org)

**REASONS**

1. \_\_\_\_\_ Do not offer this product/service or equivalent.
2. \_\_\_\_\_ Schedule would not permit.
3. \_\_\_\_\_ Insufficient time to respond to solicitation.
4. \_\_\_\_\_ Unable to meet specifications / scope of work.
5. \_\_\_\_\_ Specifications “too tight” (i.e. geared to specific brand or manufacturer).
6. \_\_\_\_\_ Specifications not clear.
7. \_\_\_\_\_ Unable to meet bond and / or insurance requirements.
8. \_\_\_\_\_ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. \_\_\_\_\_ Other (Explanation provided below or by separate attachment).

Explanation: \_\_\_\_\_

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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: \_\_\_\_\_



**EXHIBIT "A"**  
**AGREEMENT**  
**BETWEEN THE**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  

---

**FOR**  
**COUNTRY ESTATES BALLFIELDS**  
**IFB No. 17-004**

**AGREEMENT FOR  
COUNTRY ESTATES BALLFIELDS**

**THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_ by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and \_\_\_\_\_ (hereinafter referred to as “Contractor”).**

**WHEREAS**, the Town desires to \_\_\_\_\_ (“Project”); and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. \_\_\_\_\_ on \_\_\_\_\_, 201\_ (“IFB”); and

**WHEREAS**, \_\_ bids were received by the Town on \_\_\_\_\_, 201\_; and

**WHEREAS**, the Town has adopted Resolution No. 201\_- \_\_\_\_ at a public meeting of the Town Council approving the recommended award and has selected \_\_\_\_\_ for award of the Project.

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

**Section 1: Scope of Services**

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Contract Price (as defined below). Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).
- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year(s) from the Final Completion Date (as defined below). If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

**Section 2: Term of this Agreement and Agreement Time**

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

**COUNTRY ESTATES BALLFIELDS**

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **Forty-Five (45) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement (“Substantial Completion Date”).
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all of the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
  - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
  - (iii) All Work has been completed; and
  - (iv) The Town’s engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

2.4.2 Given that the parties agree that time is of the essence with respect to this 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.

**Liquidated Damages** (“LD’s”) – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **Forty-Five (45) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor. This Section 2.4.2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Contractor shall achieve final completion of the Work within **Fifteen (15) days after the date of Substantial Completion or no later than Sixty (60) days from the issuance of the Notice to Proceed** (“Final Completion Date”). Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town’s design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;

- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

**Section 3: Compensation & Method of Payment**

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of \$\_\_\_\_\_ Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of 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 any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4 Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.
- 3.5 A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or

complete Work in accordance with the Contract Documents, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of

the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the Town to a set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

**Section 4: Assignment**

No assignment of this Agreement or of the Work hereunder by Contractor shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

**Section 5: Contractor's Responsibility for Safety**

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

**Section 6: Insurance**

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.

- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability by the Town to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
  - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** 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 **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars (\$2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
  - D. **ENVIRONMENTAL POLLUTION INSURANCE:**  
The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Ballfields  
IFB No. 17-004

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- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:
- Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, Florida 33330
- And
- Keith M. Poliakoff, Esq.  
Arnstein & Lehr  
200 East Las Olas Boulevard  
Suite 1000  
Fort Lauderdale, Florida 33301
- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town’s actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor’s obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

**Section 7: Copyrights and Patent Rights**

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

**Section 8: Laws and Regulations**

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

**Section 9: Taxes and Costs**

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

**Section 10: Indemnification**

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

**Section 11: Non-discrimination**

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article

constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which any Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

**Section 12: Sovereign Immunity**

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Town’s Sovereign Immunity defense or any other of the Town’s immunities and limitations on liability as provided for in Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

**Section 13: Prevailing Party Attorneys’ Fees**

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal at all levels, the prevailing party shall be entitled to recover the reasonable costs of such action so incurred, including, without limitation, reasonable attorney’s fees and costs and expert witness fees and costs incurred.

**Section 14: No Third Party Beneficiaries**

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

**Section 15: Funding**

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 16: Manner of Performance**

Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

**Section 17: Public Records**

The Town is subject to Chapter 119, Florida Statutes, “Public Records Law.” No claim of confidentiality or proprietary information in 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. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town’s

contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

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

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

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

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

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

**Section 18: Termination**

The Agreement may be terminated upon the following events:

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Ballfields  
IFB No. 17-004

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- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

**Section 19: Public Entity Crimes Information Statement**

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

**Section 20: Use of Awarded Bid by Other Governmental Units**

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

**Section 21: Change Orders and Modification of Agreement**

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

**Section 22: No Waiver of Rights**

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

**Section 23: Jurisdiction and Venue**

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

**Section 24: WAIVER OF RIGHT TO JURY TRIAL**

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

**Section 25: Gender**

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

**Section 26: Time is of the Essence; Liquidated Damages**

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.4.2.

**Section 27: Days**

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

**Section 28: Written Mutual Agreement**

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

**Section 29: No Amendment or Waiver**

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

**Section 30: Severability**

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

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

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

shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy

furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

**Section 32: Notice**

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

If to Town:

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

With a copy to:

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

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 33: Miscellaneous**

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

such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Ballfields  
IFB No. 17-004

---

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement 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 \_\_\_\_\_ 2017.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ (title)  
\_\_\_ day of \_\_\_\_\_ 201\_

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Doug McKay, Mayor  
\_\_\_ day of \_\_\_\_\_ 201\_

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator  
\_\_\_ day of \_\_\_\_\_ 201\_

**ATTEST:**

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney

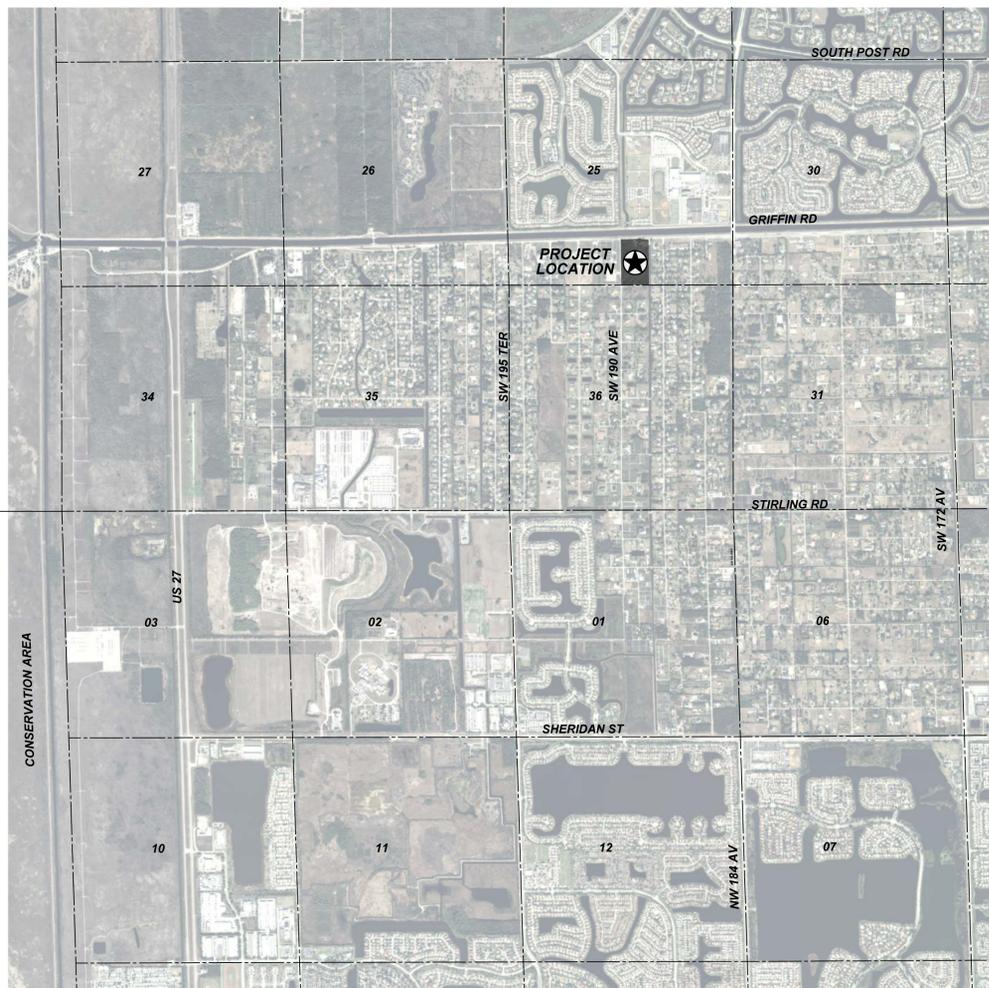
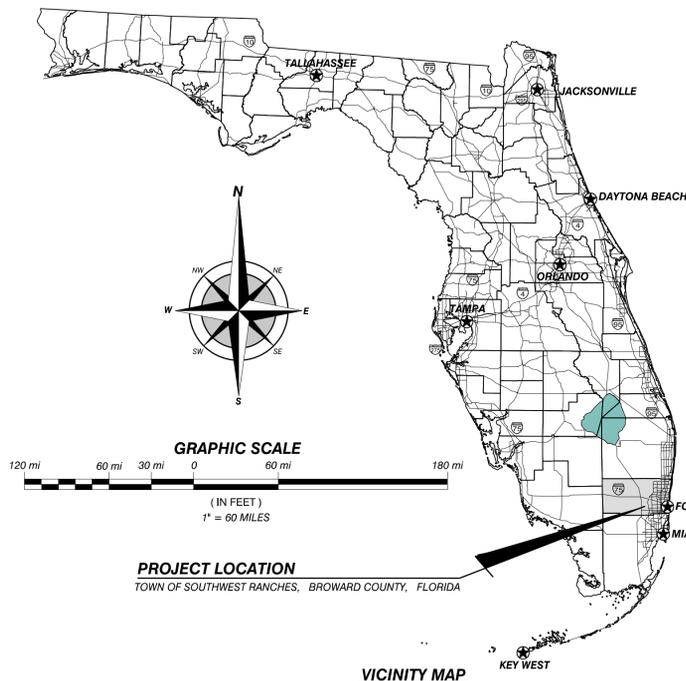


**EXHIBIT "B"**

DRAWINGS AND CONSTRUCTION PLANS  
PREPARED BY WINNINGHAM & FRADELY, INC. DATED NOVEMBER 2016

# COUNTRY ESTATES PARK- OPEN PLAY AREA

## TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA TOWN OF SOUTHWEST RANCHES



DESCRIPTION	SHEET NUMBER
TEMPORARY POLLUTION PREVENTION - PLAN	TPP1 OF 3
TEMPORARY POLLUTION PREVENTION - GENERAL NOTES	TPP2 OF 3
TEMPORARY POLLUTION PREVENTION - DETAILS	TPP3 OF 3
TRAIL IMPROVEMENTS - PLAN	1 OF 1

**DESCRIPTION:**  
ALL THAT PART OF TRACT 52 SOUTH OF THE SOUTH NEW RIVER CANAL AND ALL OF TRACT 61, OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 AND SOUTH HALF OF SECTION 25, TOWNSHIP 50 S., RANGE 39 E.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

ALSO KNOWN AS:  
ALL THAT PORTION OF TRACT 52 THAT LIES SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL AND ALL OF TRACT 61 IN SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST, ALL OF THE ABOVE ACCORDING TO THE PLAT OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 AND SOUTH HALF OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST", AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM  
PARCEL 121  
A PORTION OF TRACT 52, OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 AND SOUTH HALF OF SECTION 25, TOWNSHIP 50 S., RANGE 39 EAST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND LYING IN SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST, BROWARD COUNTY, FLORIDA CONVEYED TO BROWARD COUNTY, FLORIDA BY VIRTUE OF WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 20978, PAGE 952, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25;  
THENCE NORTH 00°07'32" WEST ALONG THE EAST LINE OF SAID SECTION 25 FOR 1156.60 FEET; THENCE SOUTH 88°07'59" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE C-11 CANAL FOR 1992.08 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 00°34'35" EAST FOR 26.19 FEET; THENCE NORTH 88°56'04" WEST FOR 179.42 FEET; THENCE NORTH 01°52'01" WEST FOR 17.00 FEET; THENCE NORTH 88°07'59" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE C-11 CANAL FOR 179.78 FEET TO THE POINT OF BEGINNING;

### SECTION 102010 GEOTECHNICAL DATA

- I. INVESTIGATION**
- SOIL AND SUBSURFACE INVESTIGATIONS WERE CONDUCTED AT SITE. RESULTS OF WHICH ARE FOUND WITHIN THE REPORT ISSUED BY UNIVERSAL ENGINEERING SERVICES, INC.
  - A COPY OF THE REPORT WILL BE AVAILABLE UPON REQUEST.
  - BIDDERS ARE URGED TO EXAMINE SOILS INVESTIGATION DATA AND MAKE OWN INVESTIGATION OF SITE PRIOR TO SUBMITTING BID PROPOSAL.
  - THERE WILL BE NO INCREASE NOR DECREASE IN CONTRACT PRICE OR UNIT PRICES AS A RESULT OF DIFFERENT SOIL CONDITIONS, IF ANY.
- II. INTERPRETATION**
- THE TOWN OF SOUTHWEST RANCHES DISCLAIMS ANY RESPONSIBILITY FOR ACCURACY, TRUE LOCATIONS AND EXTENT OF SOILS INVESTIGATION THAT HAS BEEN PREPARED BY OTHERS.
  - THE TOWN OF SOUTHWEST RANCHES DISCLAIMS ANY RESPONSIBILITY FOR INTERPRETATIONS OF DATA BY BIDDERS, AS IN PROJECTING SOIL BEARINGS VALUES, ROCK PROFILES, SOIL STABILITY AND THE PRESENCE, LEVEL AND EXTENT OF UNDERGROUND WATER.
  - SOIL INVESTIGATION DATA IS NOT PART OF THE CONTRACT DOCUMENTS.

### SECTION 02200 - EARTHWORK

- I. GENERAL**
- A. SCOPE**  
THE WORK UNDER THIS SECTION INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING AS SHOWN ON THE DRAWINGS AND AS INDICATED HEREIN.
- FINAL GRADING ASSOCIATED WITH FACILITIES AND INFRASTRUCTURE AS SHOWN ON THE CONSTRUCTION DRAWINGS.
  - DEMOLISHING, EXCAVATING, BACKFILLING AND COMPACTING.
- B. TESTING**
- MAXIMUM DENSITY AT OPTIMUM MOISTURE WILL BE DETERMINED IN ACCORDANCE WITH ASTM D1557-78 AND FIELD DENSITY IN ACCORDANCE WITH ASTM D2922-08.
  - IN EACH CONSTRUCTION LAYER, ONE DENSITY TEST FOR EVERY 4,000 SQUARE FEET OF OVERLAYING TRAIL AREA WILL BE MADE AND PAID FOR BY CONTRACTOR.
- C. PROTECTION**
- ALL EARTHWORK CLOSE TO THE KNOWN LOCATION OF ANY UNDERGROUND INSTALLATIONS MUST BE DONE CAREFULLY AND BY HAND. PROTECT THESE INSTALLATIONS TO PREVENT ANY DAMAGE OR BREAKS.
  - PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS AND ANY OTHER FACILITIES IN THE AREAS OF WORK. BARRICADE OPEN EXCAVATIONS.
  - COMPLY WITH ALL GOVERNING BUILDING SAFETY AND ENVIRONMENTAL REGULATIONS.
- II. FILL PRODUCTS**
- ALL WORK WITHIN DESIGNATED FUTURE DEVELOPMENT AREAS, AND NOT IN WETLAND AREAS, INTENDED TO INCLUDE ALL PAVEMENT, BUILDINGS AND UTILITY LINES IS TO USE ONLY THE FILL DESCRIBED BELOW. THIS IS FILL TYPE "A".
- SUITABLE FILL MATERIAL TO BE A CLEAN SELECT MATERIAL, CONTAINING NO MORE THAN 5 PERCENT BY WEIGHT ORGANIC MATTER AND NO MANMADE DEBRIS OF ANY DESCRIPTION, WHICH MEETS THE REQUIREMENTS OF ASTM D 2487 UNIFIED CLASSIFICATIONS GW GP GP-GM SP SW OR SP-SM EXCEPT THAT WHEN PLACED IN THE WET BELOW THE GROUND WATER LEVEL, SUITABLE MATERIALS ARE LIMITED TO COARSE GRAVEL MATERIAL MEETING THE REQUIREMENTS OR GW GP SP OR SW CLASSIFICATIONS.
- ALL BACKFILL AND FILL MATERIALS SHALL BE FREE OF ROCK OR GRAVEL LARGER THAN 3 INCHES NO MORE THAN 12% IS TO PASS THE #200 SIEVE.
- UNSATURABLE OR UNSATISFACTORY MATERIAL: ORGANIC MATERIALS, MUCK, MARL, ROOTS, RUBBISH OR DEBRIS OTHER THAN SOILS.
- III. EXECUTION**
- A. GENERAL**
- REMOVE UNSUITABLE SOIL OR MATERIAL AS ENCOUNTERED. UNSUITABLE SOIL OR MATERIAL IS AS DEFINED IN I.A. ABOVE. ALL VEGETATION, DEBRIS, CONCRETE OR OTHER UNSUITABLE MATERIALS SHALL BE DISPOSED OF IN AREAS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE TOWN OF SOUTHWEST RANCHES.
  - ROCK THAT EXTENDS INTO THE REQUIRED EXCAVATION SHALL BE REMOVED AS PART OF THE CONTRACT AND AT NO ADDITIONAL COST TO THE TOWN.
  - ORGANIC SOIL AND MUCK WHICH IS REMOVED SHALL BE SPREAD ON SITE IN AREAS DIRECTED BY THE TOWN. IT IS INTENDED TO USE ON-SITE MUCK IN PLANTING AREAS AND SOME INTERIOR BERMS AS DIRECTED BY THE TOWN. EXCESS MATERIAL SHALL BE REMOVED FROM THE SITE. NO ORGANIC SOIL OR MUCK CAN BE USED IN THE VICINITY OF ROADWAY, PARKING, OVERFLOW PARKING, SIDEWALKS, BUILDINGS, FUTURE EQUESTRIAN AREA, PLAYGROUND AND SHELTER AREA, OPEN PLAY AREAS OR TRAILS, UNLESS OTHERWISE DIRECTED BY THE TOWN ENGINEER.
- B. EXISTING SOIL COMPACTION**
- SOIL SHALL BE COMPACTED TO 98% MODIFIED PROCTOR (ASTM D1557-78) WITHIN A DISTANCE OF FIVE (5) FEET BEYOND ALL TRAILS, PAVEMENT, AND BUILDING EDGES WITH COMPACTOR RESULTS VERIFIED BY FIELD DENSITY TESTS MADE TWELVE (12) INCHES BELOW EACH COMPACTED SURFACE LAYER (SEE TESTING, PARAGRAPH IV).
- C. FILL AND COMPACTION**
- PLACING FILL BELOW WATER LEVEL
  - SUITABLE COARSE GRANULAR MATERIAL SHALL BE PLACED BY BULK DUMPING INTO EXCAVATION. MATERIAL SHALL BE RESS-COMPACTED FREQUENTLY USING THE PLACEMENT EQUIPMENT (BACKHOE SCOOP, DRAGLINE BUCKET, ETC.). MATERIAL SHALL BE PLACED TO NOT LESS THAN 6 INCHES BUT NOT MORE THAN 10 INCHES ABOVE STATIC GROUND WATER LEVEL AS MEASURED PRIOR TO FILLING.
  - IF WATER LEVEL IS BEING DISPLACED UPWARD DURING FILLING OPERATION, PLACEMENT OF FILL SHALL CEASE PERIODICALLY TO ALLOW WATER TO FALL BACK TO STATIC, PRE-FILLING LEVEL.
  - STATIC ROLLER OR TAMPER SHALL MAKE A MINIMUM FIVE PASSES ON COMPLETED FILL SURFACE.
  - PLACING FILL ABOVE THE GROUND WATER LEVEL
  - FILL SHALL BE PLACED IN LIFTS NOT GREATER THAN 12 INCHES LOOSE THICKNESS FOR MATERIAL COMPACTED BY HEAVY COMPACTOR EQUIPMENT, AND NOT MORE THAN 6 INCHES LOOSE THICKNESS FOR MATERIAL COMPACTED BY HAND OPERATED TAMPERS.
  - EACH FILL LIFT SHALL BE COMPACTED TO 98% RELATIVE COMPACTION. RELATIVE COMPACTION IS DEFINED AS THE RATIO, EXPRESSED AS A PERCENT OF THE DRY SOIL DENSITY AS DETERMINED IN THE FIELD BY ASTM D 2922 (NUCLEAR METHOD) WITH A PROBE DEPTH OF 12 INCHES DIVIDED BY THE MAXIMUM DRY SOIL DENSITY AS DETERMINED IN THE LABORATORY BY ASTM D 1557 (MODIFIED PROCTOR). COMPACTION SHALL BE VERIFIED BY THE TOWN OF SOUTHWEST RANCHES'S GEOTECHNICAL INSPECTOR WHO SHALL ALSO CONFIRM THAT THE FILL MATERIAL BEING PLACED IS THE SAME MATERIAL AS TESTED IN THE LABORATORY.
  - COMPACTION OF SUITABLE FILL AS DEFINED HEREIN IS MOST READILY ACHIEVED BY THE USE OF VIBRATORY ROLLERS WHEN SPACE ALLOWS. FOR SMALL RESTRICTED AREAS, MECHANICAL HAND OPERATED TAMPERS USUALLY PERFORM SATISFACTORILY. PRIOR TO COMMENCEMENT OF COMPACTOR, THE MOISTURE CONTENT OF THE FILL MATERIAL SHALL BE ADJUSTED TO WITHIN PLUS/MINUS 2 PERCENT OF THE OPTIMUM MOISTURE DETERMINED BY ASTM D 1557.
- D. FINISH GRADES**
- THE FINISH GRADES SHALL BE AS SHOWN IN THE DRAWINGS. HOWEVER, IF NOT SO INDICATED, THEY SHALL CONFORM TO THE EXISTING GRADES AND PROVIDE CONDITIONS THAT WILL ENCOURAGE GOOD DRAINAGE AWAY FROM THE TRAILS AND PREVENT STANDING WATER.
  - ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED WITH NO ABRUPT CHANGES IN GRADE OR IRREGULARITIES THAT WILL HOLD WATER.

### GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS & SPECIFICATION OF THE TOWN OF SOUTHWEST RANCHES, SOUTH BROWARD DRAINAGE DISTRICT, SP/MD, AND BROWARD COUNTY.
- PRIOR TO COMMENCING CONSTRUCTION, A PRECONSTRUCTION MEETING SHALL BE REQUIRED BETWEEN THE TOWN OF SOUTHWEST RANCHES, CONTRACTOR, AND ENGINEER.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL GIVE TIMELY NOTIFICATION TO ALL UTILITY COMPANIES WITH FACILITIES IN THE AREA.
- THE LOCATION OF EXISTING FACILITIES WERE PLOTTED FROM AVAILABLE RECORDS. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES, UTILITIES, AND SURVEY MARKERS.
- 48 HOURS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT SUNSHINE (811) TO LOCATE EXISTING UNDERGROUND FACILITIES.
- THE CONTRACTOR AND/OR HIS SUPERINTENDENT SHALL MAINTAIN A MINIMUM OF ONE COPY EACH OF THE FOLLOWING PUBLICATIONS ON THE JOB SITE DURING CONSTRUCTION OF THIS PROJECT:
  - FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, 1991, OR LATEST REVISION.
  - FLORIDA DEPARTMENT OF TRANSPORTATION - ROADWAY AND TRAFFIC DESIGN STANDARDS, JANUARY 2009, OR LATEST REVISION.
  - US DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST REVISION.
- CONSTRUCTION ON LIMITS WILL BE AS DESIGNATED ON PLANS AND CROSS-SECTIONS. FOR ADDITIONAL INFORMATION AND ADDITIONAL TECHNICAL SPECIFICATIONS, REFER TO BID PROPOSAL DOCUMENTS.
- CONTRACTOR(S) SHALL VERIFY THAT ALL PERMITS FOR IMPROVEMENTS SHOWN HEREON, AND AS IDENTIFIED ON COVER SHEET, HAVE BEEN SECURED AND/OR ACTIVE PRIOR TO START OF ANY CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE ALL FENCE, TREE AND VEGETATION REMOVAL w/ TOWN PRIOR TO REMOVAL. ALL FENCES IN CONFLICT w/ PROPOSED IMPROVEMENTS SHALL BE REMOVED AND REPLACED PER TOWN SPECIFICATIONS.
- FILL MATERIAL FOR THIS PROJECT CAN BE GENERATED BY ON-SITE EXCAVATION AND STOCK PILING OR BY IMPORTED FILL MATERIAL PROVIDED BY CONTRACTOR. EXCAVATION OPTION (IF CHOSEN) BY CONTRACTOR WILL BE WITHIN FUTURE POND SHOWN ON MASTER PLAN. CONTRACTOR MUST PROVIDE A SKETCH TO TOWN ENGINEER AS TO THE LOCATION AND TYPICAL SECTION AND MUST BE APPROVED BY TOWN ENGINEER PRIOR TO CONSTRUCTION COMMENCEMENT.
- ALL EXISTING WETLAND AREAS SHALL NOT BE DISTURBED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PROVISIONS OF THE SOUTHWEST RANCHES CODE OF ORDINANCES, CHAPTER 10 ENVIRONMENT, ARTICLE 11 TREE PRESERVATION, AND SHALL MAKE EVERY EFFORT OUTLINED THEREIN TO PREVENT DAMAGE TO EXISTING TREES, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TREE PROTECTION BARRIERS AS SPECIFIED IN THE ORDINANCE. PRIOR TO THE PERFORMANCE OF WORK UNDER THIS CONTRACT, CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO TOWN OF TREE PROTECTION EFFORTS TO BE TAKEN AND IDENTIFY ANY CONFLICTS, CONSTRAINTS OR LIMITS. WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL NOT INCLUDE ACTIVITIES IDENTIFIED IN THE ORDINANCE AS GENERAL PROHIBITIONS, INCLUDING BUT NOT LIMITED TO CHANGES IN GRADE, ROOT COMPACTON, WOUNDING OF TRUNKS OR CANOPY STRUCTURES, PRUNING OR REMOVAL AS REQUIRED TO FACILITATE CONSTRUCTION MAY ONLY BE PERFORMED UPON PERMITTING BY THE TOWN AS THE CONTROLLING AGENCY, IN ACCORDANCE WITH THE ORDINANCE, AND SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IF DAMAGE OCCURS FROM WORK PERFORMED UNDER THIS CONTRACT, RESPONSIBILITY FOR ALL REQUIRED REMEDIATION OF SAID DAMAGE SHALL BE AT THE CONTRACTOR'S EXPENSE.

# TEMPORARY POLLUTION PREVENTION SITE IMPROVEMENTS



Know what's below.  
Call before you dig.



**WINNINGHAM & FRADLEY, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
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APPROVED: EB-0002995  
LB-0002995  
PLOT FILE CREATED: 2/22/2017, 9:50:02 AM  
PROJECT NUMBER: S16.0003 DATE: NOVEMBER 2016

FPL SITE TRACT 60

SCALE: 1" = 40'  
FOR 24" x 36" DRAWING

S.W. 190th AVENUE

S.W. 49th STREET

S.R. 818 (GRIFFIN ROAD)

SOUTH NEW RIVER CANAL (C-II CANAL)

S.B.D.D. CANAL No. 12

**LEGEND**

- JURISDICTIONAL WETLAND
- EXISTING CONCRETE
- EXISTING FACILITIES
- EXISTING SAND LOT
- PROPERTY LINE
- TRACT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- EXISTING INLET
- EXISTING DRAINAGE PIPE
- EXISTING FENCING
- EDGE OF WATER
- EXISTING GRADE
- PROPOSED SILT FENCE
- PROPOSED STRAW BALES



Know what's below.  
Call before you dig.

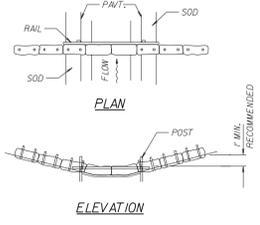
TEMPORARY POLLUTION PREVENTION PLAN  
COUNTRY ESTATES PARK-OPEN PLAY AREA IMPROVEMENTS  
TOWN OF SOUTHWEST RANCHES

WINNINGHAM & FRADLEY, INC.  
ENGINEERS • PLANNERS • SURVEYORS  
111 N.E. 34th STREET, GAINESVILLE, FL 33534 (888) 771-7440 FAX: 954-771-0500 www.winningham.com

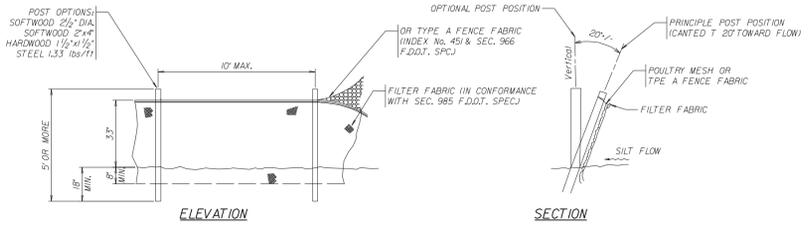
DESIGNED: CJD	DATE: 11/16	APPROVED:	EB-0002995
DRAWN: CJD	DATE: 11/16		LB 0002995
CHECKED:	DATE:		
NO.	REVISIONS	DATE	PROJECT NUMBER S16.0003

SHEET TPP1 OF 3

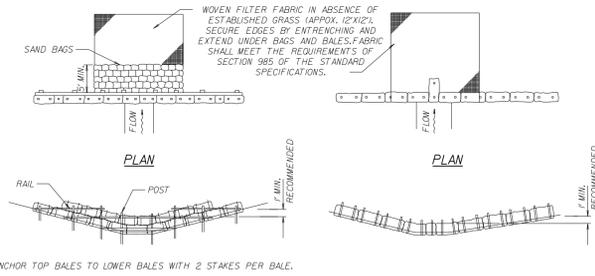




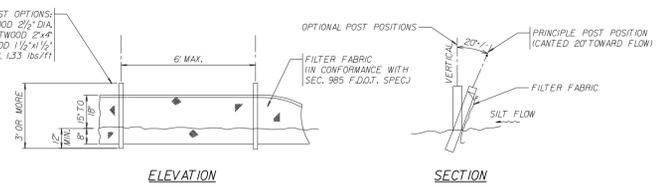
BARRIER FOR PAVED DITCH



TYPE IV SILT FENCE



BARRIERS FOR UNPAVED DITCHES



TYPE III SILT FENCE

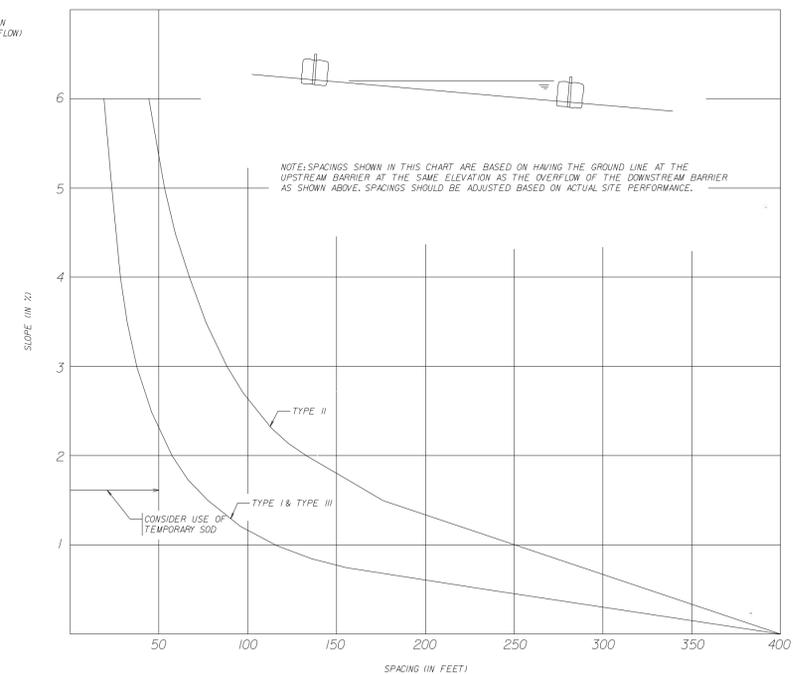
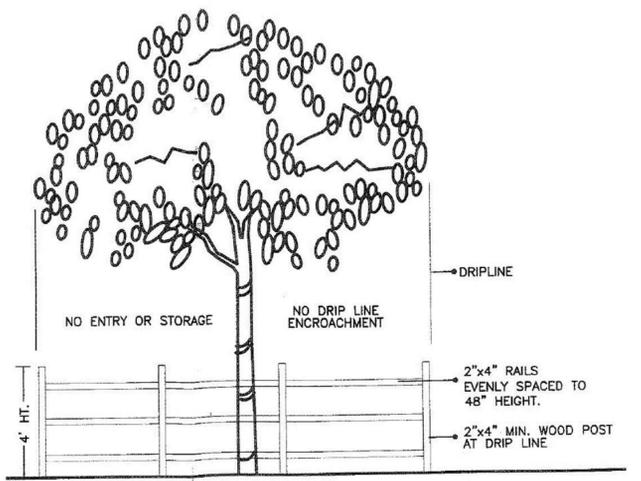


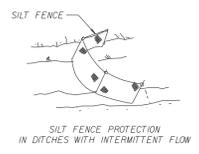
CHART I

RECOMMENDED SPACING FOR BALED HAY BARRIERS AND TYPE III SILT FENCE

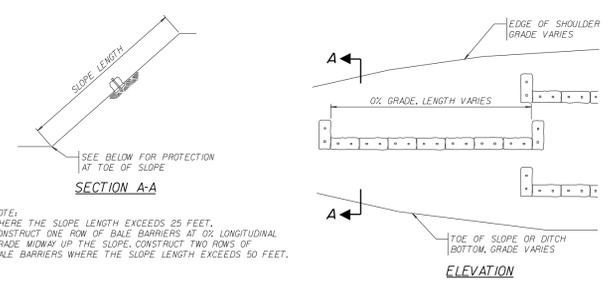


TREE PRESERVATION BARRICADE FENCING DETAIL

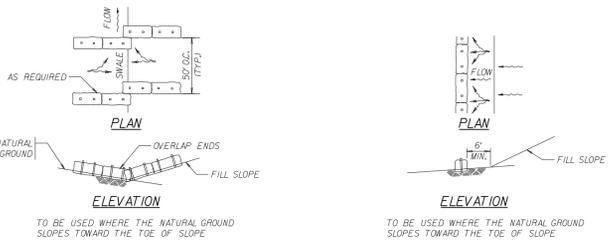
NOTE: THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PROVISIONS OF THE SOUTHWEST RANCHES CODE OF ORDINANCE CHAPTER 10 ENVIRONMENT ARTICLE 10 TREE PRESERVATION AND SHALL MAKE EVERY EFFORT TO AVOID DAMAGE TO EXISTING TREES INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TREE PROTECTION BARRIERS AS SPECIFIED IN THE ORDINANCE PRIOR TO THE PERFORMANCE OF WORK UNDER THIS CONTRACT. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO TOWN OF TREE PROTECTION EFFORTS TO BE TAKEN AND IDENTIFY ANY CONFLICTS WITH RAILS OR LIMITS TO BE PRESERVED UNDER THIS CONTRACT. CONTRACTOR SHALL NOT INCLUDE ACTIVITIES IDENTIFIED IN THE ORDINANCE AS GENERAL PROHIBITIONS INCLUDING BUT NOT LIMITED TO CHANGES IN GRADE, ROOT CUTTING, WOUNDING OF TRUNKS OR LIMBS, STAKING, PRUNING OR REMOVAL OF TREES. ANY PERMITTED TO FACILITATE CONSTRUCTION MAY ONLY BE PERMITTED UPON PERMITTING BY THE TOWN OF THE COUNTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF TREES AND SHALL BE RESPONSIBLE FOR ALL REQUIRED REMEDIATION OF SAID DAMAGE SHALL BE AT THE CONTRACTOR'S EXPENSE.



SILT FENCE APPLICATIONS

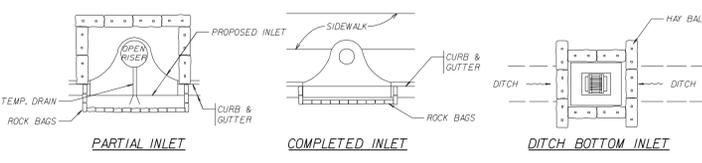


ALONG FILL SLOPE

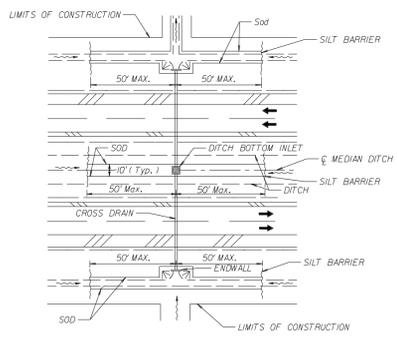


AT TOE OF SLOPE

BARRIERS FOR FILL SLOPES



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



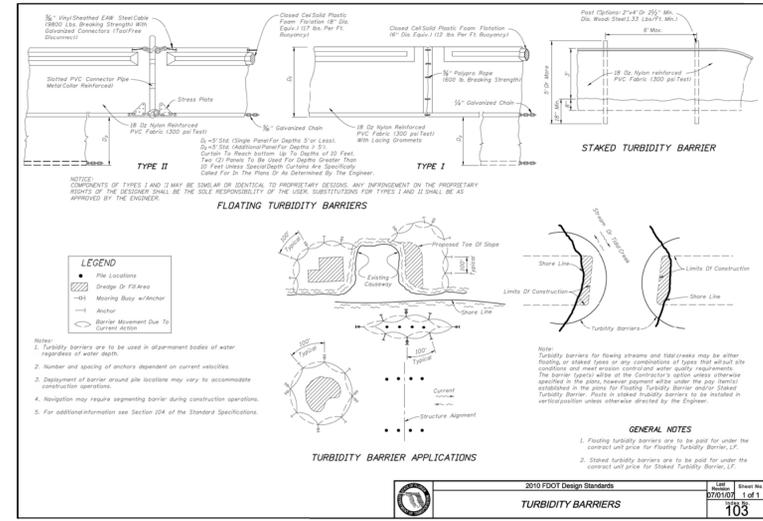
DITCH INSTALLATIONS AT DRAINAGE STRUCTURES

NOTES FOR SILT FENCES

- TYPE III SILT FENCE TO BE USED AT MOST LOCATIONS, WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH CHART I.
- TYPE IV SILT FENCE TO BE USED WHERE LARGE SEDIMENT LOADS ARE ANTICIPATED. SUGGESTED USE IS WHERE FILL SLOPE IS 1:2 OF STEEPER AND LENGTH OF SLOPE EXCEEDS 25 FEET. AVOID USE WHERE THE DETAINED WATER MAY BACK INTO TRAVEL LANES OR OFF THE RIGHT OF WAY.
- DO NOT CONSTRUCT SILT FENCES ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.
- WHERE USED AS SLOPE PROTECTION, SILT FENCE IS TO BE CONSTRUCTED ON 0% LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE.
- SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE, (LFA).

NOTES FOR BALED HAY OR STRAW BARRIERS

- TYPE I AND II BARRIERS SHOULD BE SPACED IN ACCORDANCE WITH CHART I. HAY BALES SHALL BE UTILIZED AT ALL DRAINAGE INLETS UNTIL INSTALLATION OF ROAD ROCK.
- HAY BALES SHALL BE TRENCHED 3" TO 4" AND ANCHORED WITH 2" x 4" OR 1" DIA 4" WOOD STAKES, STAKES OF OTHER MATERIAL OR SHARE PROVIDING EQUIVALENT STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER. STAKES OTHER THAN WOOD SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- RAILS AND POSTS SHALL BE 2" x 4" WOOD, OTHER MATERIALS PROVIDING EQUIVALENT STRENGTH MAY BE USED IF APPROVED BY ENGINEER.
- ADJACENT BALES SHALL BE BUTTED FIRMLY TOGETHER. UNAVOIDABLE GAPS SHALL BE PLUGGED WITH HAY OR STRAW TO PREVENT SILT FROM PASSING.
- WHERE USED IN CONJUNCTION WITH SILT FENCE, HAY BALES SHALL BE PLACED ON THE UPSTREAM SIDE OF THE FENCE.
- BALES TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR BALED HAY OR STRAW, EA. THE UNIT PRICE SHALL INCLUDE THE COST OF FILTER FABRIC FOR TYPE I AND II BARRIERS. SAND BAGS SHALL BE PAID FOR UNDER THE UNIT PRICE FOR SANDBAGGING, CY. ROCK BAGS TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR ROCK BAGS, EA.



FLOATING TURBIDITY BARRIER DETAIL



TEMPORARY POLLUTION PREVENTION DETAILS			
COUNTRY ESTATES PARK-OPEN PLAY AREA IMPROVEMENTS			
TOWN OF SOUTHWEST RANCHES			
<b>WINNINGHAM &amp; FRADLEY, INC.</b>			
ENGINEERS - PLANNERS - SURVEYORS			
111 N.E. 44th STREET, OAKLAND PARK, FL 33304 954-771-7440 FAX 954-771-0298			
DESIGNED: WF1	DATE: 11/16	APPROVED:	EB-0002999
DRAWN: WF1	DATE: 11/16		LB 0002999
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