



# Southwest Ranches Town Council

## REGULAR MEETING Agenda of July 9, 2015

Southwest Ranches Council Chambers  
**7:00 PM THURSDAY**

13400 Griffin Road  
Southwest Ranches, FL 33330

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<u><b>Mayor</b></u> Jeff Nelson	<u><b>Town Council</b></u> Steve Breitreuz Gary Jablonski Doug McKay	<u><b>Town Administrator</b></u> Andrew D. Berns	<u><b>Town Attorney</b></u> Keith M. Poliakoff, J.D.
<u><b>Vice-Mayor</b></u> Freddy Fisikelli		<u><b>Town Financial Administrator</b></u> Martin Sherwood, CPA CGFO	<u><b>Assistant Town Administrator/Town Clerk</b></u> Russell C. Muñiz, MMC

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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Presentation – Legislative Update – Rep. Evan Jenne**
- 4. Presentation – Mission United - Stella Tokar**
- 5. Presentation - #BrowardNext – Barbara Blake Boy**
- 6. Public Comment**
  - All Speakers are limited to 3 minutes.
  - Public Comment will last for 30 minutes.
  - All comments must be on non-agenda items.
  - All Speakers must fill out a request card prior to speaking.
  - All Speakers must state first name, last name, and mailing address.
  - Speakers will be called in the order the request cards were received.
  - Request cards will only be received until the first five minutes of public comment have concluded.
- 7. Board Reports**
- 8. Council Member Comments**
- 9. Legal Comments**
- 10. Administration Comments**
- 11. Resolution – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2001-3, AND THE ASSOCIATED CONTRACT, TO PROPERLY REFLECT THE TOWN'S SPECIAL MAGISTRATE'S LEGAL NAME AS EUGENE M. STEINFELD, P.A.; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 12. Resolution – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH THE SOUTHEASTERN ENGINEERING CONTRACTORS TO COMPLETE THE SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**13. Approval of Minutes****a. June 11, 2015, Regular Town Council Meeting****14. Adjournment**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

**RESOLUTION NO. 2015 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2001-3, AND THE ASSOCIATED CONTRACT, TO PROPERLY REFLECT THE TOWN'S SPECIAL MAGISTRATE'S LEGAL NAME AS EUGENE M. STEINFELD, P.A.; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 9, 2000, pursuant to Resolution No. 2001-3, the Town Council approved an agreement with Eugene Steinfeld to serve as the Special Magistrate for the Town of Southwest Ranches, in accordance with Section 162.03 of the Florida Statutes; and

**WHEREAS**, although Eugene Steinfeld personally serves as the Town's Special Magistrate, the Town desires to amend its Resolution and Contract to reflect Eugene Steinfeld's proper legal name as Eugene M. Steinfeld, P.A.;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**SECTION 1. ADOPTION OF RECITALS.** The above-referenced recitals are true and correct, and are incorporated herein by reference.

**SECTION 2.** The Town Council hereby amends Resolution No. 2001-3, and the associated contract, to properly reflect Eugene Steinfeld's legal name as Eugene M. Steinfeld, P.A..

**SECTION 3. SAVINGS CLAUSE.** If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches,

Florida, this \_\_\_\_ day of July, 2015, on a motion by Council Member \_\_\_\_\_,

seconded by Council Member \_\_\_\_\_.

Nelson \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
McKay \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Jeff Nelson, Mayor

ATTEST:

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

Approved as to legal Form and Correctness

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

112518503.1

EUGENE M. STEINFELD, P.A  
ATTORNEY-AT-LAW  
580 PEBBLE CREEK WAY \* PLANTATION, FLORIDA 33324  
OFFICE (954) 972-8830 \* CELL (954) 224-2617 \* FAX (954) 474-4010

June 9, 2015

Keith Poliakoff  
Town Attorney  
Town of Southwest Ranches  
% Arnstein & Lehr, LLP  
200 East Las Olas Blvd  
Ste 1000  
Ft. Lauderdale, Florida

Dear Mr. Poliakoff,

I have recently formed a "firm" for my private practice of law, which does include my services as a Special Magistrate. I would appreciate if the continued services to the Town of Southwest Ranches would be provided and billed through my private "firm" entitled, Eugene M. Steinfeld, P.A. It would be further appreciated if any Resolutions or Contracts would be amended to reflect the above name of the firm.

If anything else is needed please do not hesitate to contact me.

Thanking you in advance.

Very truly yours,



Eugene M. Steinfeld  
Board Certified Specialist  
City, County, Local Government Law

JUN 11 2015

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Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall  
(954) 434-1490 Fax

**Town Council**  
**Jeff Nelson, Mayor**  
**Freddy Fisikelli, Vice Mayor**  
**Steve Breitkreuz, Council Member**  
**Gary Jablonski, Council Member**  
**Doug McKay, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muñiz, MMC, Assistant Town Administrator**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Nelson and Town Council

**THRU:** Andrew D. Berns, Town Administrator

**FROM:** Clete Saunier, P.E., Public Works Director

**DATE:** June 24, 2015

**SUBJECT:** Agreement with Southeastern Engineering Contractors for the Southwest Ranches Drainage Improvements

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### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with Southeastern Engineering Contractors for the Southwest Ranches Drainage Improvements.

### **Strategic Priorities**

- B. Enhanced Resource Management
- D. Improved Infrastructure

### **Background**

The Town was appropriated \$450,446 from the State Legislature for the Interconnect Drainage improvements. 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 excavation, construction of 18" and 24" diameter HDPE drainage pipe, construction of 24" RCP drainage pipe, construction of concrete drainage inlets with grates, concrete end-walls, rip-rap end wall, filling, swale re-grading, street and driveway repair, installation of grass sod and construction of a 10' wide boat ramp.

The specific project include drainage improvements along SW 195<sup>th</sup> Terrace; SW 210 Terrace and SW 50<sup>th</sup> Place; Dykes Road; Hancock Road and Mustang Trail.

On May 21, 2015, the Town advertised Invitation for Bid (IFB) 15-003 for the Southwest Ranches Drainage Improvements. On June 19, 2015, the Town received seven (7) responses:

<b>Proposer</b>	<b>Amount</b>
LCCI	\$283,509.85
Southeastern Engineering Contractors	\$286,269.90
Coramara Corp	\$337,677.87
Sun Up Enterprises	\$399,777.60
Southern Underground Industries	\$472,669.30
FHP Tectonics Corp.	\$516,075.00
DBF Construction	\$542,448.00

After reviewing the bids, it was determined that Southeastern Engineering Contractors was the lowest responsive and responsible bidder that met the requirements of the IFB.

#### **Fiscal Impact/Analysis**

Funds are available in the Fiscal Year 2015 Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage). A summary of the project expenses are below:

<b>Task</b>	<b>DEP Grant Funds</b>	<b>Town Match</b>	<b>Other Funding Source</b>	<b>Total Task</b>
Thoroughbred Lane and Palomino Trail Drainage	\$65,000.00	\$0.00	\$6507.22	\$71,507.22
Design & Surveying	\$60,314.00	\$0.00	\$8,380.00 (In-kind)	\$68,694.00
Southwest Ranches Drainage Improvements	\$286,269.90	\$0.00	\$0.00	\$286,269.90
<b>Total</b>	<b>\$412,083.90</b>	<b>\$0.00</b>	<b>\$14,887.22</b>	<b>\$426,471.12</b>

#### **Staff Contact:**

Clete Saunier, P.E., Public Works Director



## **RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH THE SOUTHEASTERN ENGINEERING CONTRACTORS TO COMPLETE CERTAIN SOUTHWEST RANCHES DRAINAGE IMPROVEMENT SPECIFICALLY OUTLINED IN IFB NO 15-003, RELATING TO SW 195TH TERRACE, SW 210TH TERRACE, SW 50TH PLACE, DYKES ROAD, HANCOCK ROAD, AND MUSTANG TRAIL, FOR AN AMOUNT NOT TO EXCEED \$286,269.90; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to complete a drainage improvement project; and

**WHEREAS**, the Town's Drainage and Infrastructure Advisory Board has ranked and has prioritized this project; and

**WHEREAS**, this project is specifically named in the FY 2014-2015 Town Budget; and

**WHEREAS**, the State Legislature appropriated \$450,446 for this project through the Florida Department of Environmental Protection; and

**WHEREAS**, pursuant to Resolution 2014-057 the Town entered into an agreement with the Florida Department of Environmental Protection to accept the State's appropriation; and

**WHEREAS**, on May 21, 2015, the Town advertised Invitation for Bid (IFB) 15-003 for certain Southwest Ranches Drainage Improvements as delineated above; and

**WHEREAS**, on June 19, 2015, the Town received seven (7) responses; and

**WHEREAS**, after reviewing the bids, it was determined that Southeastern Engineering Contractors was the lowest responsive and responsible bidder that met the requirements of the IFB; and

**WHEREAS**, the project includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project; and

**WHEREAS**, the Town of Southwest Ranches desires to enter into an Agreement in an amount not to exceed \$286,269.90 under the terms and conditions set forth hereinafter.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

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

**Section 2.** The Town Council hereby approves the Agreement between the Town of Southwest Ranches and Southeastern Engineering Contractors providing the construction of the drainage improvement project as outlined in IFB No 15-003 and in the Agreement attached hereto as Exhibit "A", relating to SW 195th Terrace, SW 210th Terrace, SW 50th Place, Dykes Road, Hancock Road, and Mustang Trail, for an amount not to exceed \$286,269.90.

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

**Section 4.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Nelson	_____
Fisikelli	_____
Breitkreuz	_____
Jablonski	_____
McKay	_____

Ayes	_____
Nays	_____
Absent	_____
Abstaining	_____

\_\_\_\_\_  
Jeff Nelson, Mayor

Attest:

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

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

112525342.1



**EXHIBIT "A"**

**AGREEMENT**

**BETWEEN THE**

**TOWN OF SOUTHWEST RANCHES**

**AND**

**SOUTHEASTERN ENGINEERING CONTRACTOR, INC.**

**FOR**

**TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS**

**IFB No. 15-003**

AGREEMENT FOR  
TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS

**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 Southeastern Engineering Contractor, Inc. (hereinafter referred to as “Contractor”).

**WHEREAS**, the Town desires to select a contractor for the purpose of Drainage Improvements located in areas of Southwest Ranches; and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. 15-003 on May 21, 2015; and

**WHEREAS**, seven (7) bids were received by the Town on June 19, 2015; and

**WHEREAS**, the Town has adopted Resolution No. 2015- \_\_\_\_ at a public meeting of the Town Council approving the recommended award and has selected Southeastern Engineering Contractor, Inc. 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. Contractor further understands and agrees that it must comply with the terms and conditions of the following grant: Office of Greenway Trails – Recreation Trail Program.

- 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 Agreement Sum (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 TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS.
- 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 ninety (90) 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 **90 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.

Contractor shall achieve final completion of the Work within thirty (30) days after the date of Substantial Completion or no later than one hundred twenty (120) 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 Two Hundred Eighty-Six Thousand, Two Hundred Sixty-Nine Dollars and Ninety Cents (\$ 286,269.90).
- 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. 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.

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. 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 Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that 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. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by Town without liability by the Town to Contractor. 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.

**Section 18: Termination**

The Agreement may be terminated upon the following events:

- 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 Agreement Sum 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 or be construed to be in full force and effect. 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



TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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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:

Southeastern Engineering Contractor, Inc.  
Eduardo Dominguez, President  
12054 N.W. 98 Avenue  
Hialeah Gardens, Florida 33018

**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.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: SOUTHEASTERN ENGINEERING CONTRACTORS, INC., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_ 2015.

**WITNESSES:**

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

**CONTRACTOR:**

By: \_\_\_\_\_  
Eduardo Dominguez, President  
\_\_\_\_ day of \_\_\_\_\_ 2015

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Jeff Nelson, Mayor  
\_\_\_\_ day of \_\_\_\_\_ 2015

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator  
\_\_\_\_ day of \_\_\_\_\_ 2015

**ATTEST:**

\_\_\_\_\_  
Russell Muñoz, MMC, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

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

# TOWN OF SOUTHWEST RANCHES



## INVITATION FOR BIDS

### TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS

IFB No. 15-003

Date: May 21, 2015

## BID AND PROPOSAL FORM

### Town of Southwest Ranches Drainage Improvements

#### Bid and Proposal Form Includes Quantities for:

Dykes Road Outfall Connection  
SW 195<sup>th</sup> Terrace – Work Elements 2 & 3  
Hancock Road and Mustang Trail – Work Element 5  
SW 50<sup>th</sup> Street – Work Element 6  
SW 63<sup>rd</sup> Street – Work Element 7

ITEM	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	SP 1	Mobilization	1	LS	\$ <u>42,428.00</u>	\$ <u>42,428.00</u>
2	SP 2	Furnish and Install 24" Dia. RCP Drainage Pipe	30	LF	\$ <u>102.30</u>	\$ <u>3,069.00</u>
3	SP 3	Furnish and Install 4' Dia. Drainage Manhole w/ 8" Walls, 12" Conc. Collar and USF 6611 Type 'C' H-20 Grate	1	EA	\$ <u>2,623.00</u>	\$ <u>2,623.00</u>
4	SP 4	Furnish and Install Rip-Rap Headwall	1	EA	\$ <u>8,662.00</u>	\$ <u>8,662.00</u>
5	SP 5	Construct 10' Wide Conc. Ramp	1	LS	\$ <u>3,634.00</u>	\$ <u>3,634.00</u>
6	SP 6	Excavate Existing Canal	1	LS	\$ <u>3,892.00</u>	\$ <u>3,892.00</u>
7	SP 7	Remove Existing Chain Link Fence	25	LF	\$ <u>2.30</u>	\$ <u>57.50</u>
8	SP 8	Install New 6' High Chain Link Fence and 12' Wide Swing Gate	25	LF	\$ <u>69.00</u>	\$ <u>1,725.00</u>
9	SP 9	Install New Guardrail	20	LF	\$ <u>86.30</u>	\$ <u>1,726.00</u>
10	SP 10	Install Type MELD End Anchorage	2	EA	\$ <u>690.00</u>	\$ <u>1,380.00</u>
11	SP 11	Swale Grading and Restoration	1	LS	\$ <u>3,291.00</u>	\$ <u>3,291.00</u>
12	SP 12	Erosion / Pollution Control	1	LS	\$ <u>617.00</u>	\$ <u>617.00</u>
13	430175118	Furnish and Install 18" Dia. HDPE Drainage Pipe	1,984	LF	\$ <u>28.20</u>	\$ <u>55,948.00</u>
14	0430175124	Furnish and Install 24" Dia. HDPE Drainage Pipe	48	LF	\$ <u>45.00</u>	\$ <u>2,160.00</u>

ITEM	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
15	430175118	Furnish and Install 18" Dia. RCP Drainage Pipe	415	LF	\$ <u>46.00</u>	\$ <u>19,090.00</u>
16	0425 11	Core Drill Exist. Drainage Structure	3	EA	\$ <u>460.00</u>	\$ <u>1,380.00</u>
17	0425 1521	Furnish and Install Ditch Bottom Inlet Type 'C' w/ 8" Walls, 12" Conc. Collar and USF 6611 Type 'C' H-20 Grate	22	EA	\$ <u>2,442.00</u>	\$ <u>53,724.00</u>
18	0425 2 41	Furnish and Install Type 'P' w/ 8" Walls, 12" Conc. Collar and USF 6611 Type 'C' H-20 Grate	1	EA	\$ <u>3,143.00</u>	\$ <u>3,143.00</u>
19	0400 1 2	Furnish and Install Concrete Class I Endwall	3	EA	\$ <u>2,560.00</u>	\$ <u>7,680.00</u>
20	0080	Roadway Cut Repair	8	LS	\$ <u>1,010.00</u>	\$ <u>8,080.00</u>
21	0530 1	Furnish and Install Sand-Cement Rip Rap	1	TN	\$ <u>2,297.00</u>	\$ <u>2,297.00</u>
22	0120 3	Swale Grading and Restoration	2,811	LF	\$ <u>6.20</u>	\$ <u>17,428.00</u>
22A	0105 0160 4	5' Wide, 6" Stabilized Shoulder at 12% Slope in Accordance with Sections 'A-A' and 'C-C'	2,811	LF	\$ <u>2.60</u>	\$ <u>7,308.60</u>
22B	0120 3	Excavate Proposed Swale in Accordance with Section 'B-B'	330	LF	\$ <u>7.60</u>	\$ <u>2,508.00</u>
23	0570 1 1	Furnish and Install Grass Sod, Bahia.	5,420	SY	\$ <u>2.60</u>	\$ <u>14,092.00</u>
24	0522 2	Repair Existing Concrete and Asphalt Driveway Cuts	1	LS	\$ <u>12,144.00</u>	\$ <u>12,144.00</u>
25	0711 11251	Furnish and Install 6" Double Yellow Thermoplastic Pavement Markings	25	LF	\$ <u>55.20</u>	\$ <u>1,380.00</u>
26	0536 73 / 0536 1 1	Remove and Replace Exist. Guardrail	1	LS	\$ <u>575.00</u>	\$ <u>575.00</u>
27		Testing	1	LS	\$ <u>1,523.80</u>	\$ <u>1,523.80</u>
28	43117515201	Maintenance of Traffic	1	LS	\$ <u>2,703.00</u>	\$ <u>2,703.00</u>

\$ 286,263.90

BIDDER: Southeastern Engineering Contractors, Inc

The quantities indicated in the Bid and Proposal Form 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 **NINETY (90) calendar days** from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than **ONE HUNDRED AND TWENTY (120) calendar days** from date of issuance of the Notice to Proceed.

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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The quantities indicated in the Bid and Proposal Form 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 **NINETY (90) calendar days** from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than **ONE HUNDRED AND TWENTY (120) 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 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  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

NAME: Southeastern Engineering Contractor, Inc.

ADDRESS: 12054 N.W. 98 Ave. Hialeah Gardens, FL.

FEIN: 592425850

LICENSE NUMBER: CGC1520810 STATE OR COUNTY: FL.

LICENSE TYPE: Certified General Contractor  
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: None  
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: \_\_\_\_\_

LICENSEE NAME: Eduardo Dominguez

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

BIDDER'S NAME: Eduardo Dominguez

BIDDER'S ADDRESS: 12054 N.W. 98 Ave. Hialeah Gardens, FL

BIDDER'S PHONE NUMBER: Office: (305) 557 4226 Cell: (754) 281 6364

BIDDER'S EMAIL ADDRESS: edd.sec@comcast.net.

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

Southeastern Engineering Contractor, Inc.  
Name of Corporation/Entity

12054 N.W. 98 Ave. Hialeah Gardens, FL  
Address of Corporation/Entity

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

By: Eduardo Dominguez

Title: President

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

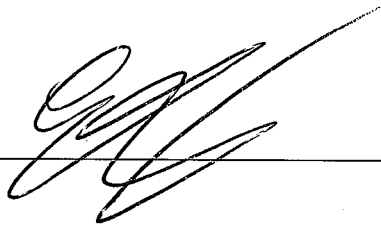
**DRUG FREE WORKPLACE**

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: Southeastern Engineering  
Contractors, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)**

**FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to TOWN OF SOUTHWEST RANCHES  
by Eduardo Dominguez  
for Southeastern Engineering Contractors, Inc.  
whose business address is 12054 N.W. 98 Ave. Hialeah Gardens, FL.

and (if applicable) its Federal Employer Identification Number (FEIN) is 59 242 5850

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: Southeastern Engineering  
Contractors, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which 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: *Southeastern Engineering*  
*Contractors, Inc.*

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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

Eduardo Dominguez

(Printed Name)

President

(Title)

Sworn to and subscribed before me this 19 day of June, 20 15

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

Or Produced Identification N/A

(Type of Identification)

Notary Public - State of Florida

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

My Commission Expires 3-24-19

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



BIDDER: Southeastern Engineering  
Contractors, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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**NON-COLLUSION AFFIDAVIT**

State of FLORIDA )  
County of Broward ) ss:

Eduardo Dominguez being first duly sworn deposes and says that:

- (1) He/She is the Owner (Owner, Partner, Officer, Representative or Agent) of Southeastern Engineering Contractors, Inc. the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

BIDDER: Southeastern Engineering  
Contractors, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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

Eduardo Dominguez  
(Printed Name)

President  
(Title)

Sworn to and subscribed before me this 19 day of June, 20 15,

Personally known

Or Produced Identification N/A  
(Type of Identification)

Notary Public - State of Florida  
[Signature]  
(Notary Signature)

My Commission Expires: 3-24-19

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



BIDDER: Southeastern Engineering  
Contractors, Inc.



TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

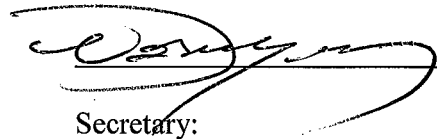
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**CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)**

State of FLORIDA )  
County of BROWARD ) ss:

I HEREBY CERTIFY that Eduardo Dominguez, as Principal or Owner  
of (Company name) Southeastern Engineering, is hereby authorized to execute the Bid dated  
June 19 20 15, to the Town of Southwest Ranches and his execution thereof, attested by the  
undersigned, shall be the official act and deed of Southeastern Engineering Contractors, Inc.  
(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this 19 day of June, 20 15.



Secretary:

(SEAL)

BIDDER: Southeastern Engineering Contractors, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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**CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)**

State of FLORIDA )  
County of BROWARD ) ss:

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of FLORIDA, held on January 15, 2015, the following resolution was duly passed and adopted:

"RESOLVED, that Eduardo Dominguez, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, June 19, 2015, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this 19 day of June, 2015.

  
Secretary:

(SEAL)

BIDDER: Southeastern Engineering  
Contractors, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

**CERTIFICATE OF AUTHORITY (If Partnership)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

N/A

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

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

"RESOLVED, that, \_\_\_\_\_, as of the Partnership, be and is hereby authorized to execute the Bid dated, \_\_\_\_\_, 20\_\_\_\_, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the shall be the official act and deed of this Partnership."

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

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

\_\_\_\_\_  
Secretary:

(SEAL)

BIDDER: Southeastern Engineering  
Contractors, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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

N/A

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_

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

"RESOLVED, that, \_\_\_\_\_ as of the Joint Venture be and is hereby authorized to execute the Bid dated, \_\_\_\_\_ 20\_\_\_\_, to the Town of Southwest Ranches official act and deed of this Joint Venture."

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

IN WITNESS WHEREOF, I have here unto set my hand this \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary:

(SEAL)

BIDDER: Southeastern Engineering  
Contractors, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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Bond No. n/a

**BID BOND**

State of FLORIDA )  
County of MIAMI DADE ) ss:

KNOW ALL MEN BY THESE PRESENTS, that we, SOUTHEASTERN ENGINEERING CONTRACTORS, INC.  
, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of 5% AMOUNT OF BID Dollars (\$ ), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated JUNE 19, 2015 \_\_\_\_ 20\_\_ for

**"IFB No. 15-003: TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS**

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 19TH day of JUNE, 2015, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

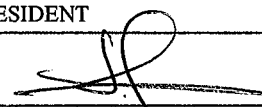
BIDDER: SOUTHEASTERN ENGINEERING CONTRACTORS, INC.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

By: 

Title: EDUARDO DOMINGUEZ, PRESIDENT

IN PRESENCE OF:   
(Individual or Partnership Principal) CORPORATION

(SEAL)

12054 NW 98 AVE

(Business Address)

HIALEAH GARDENS, FL 33018

(City/State/Zip)

305-557-4226

(Business Phone)

SURETY: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By:   
RAMON A. RODRIGUEZ, ATTY-IN-FACT & FL RES AGENT

(SEAL)

1400 AMERICAN LANE, TOWER 1, 18TH FLOOR

(Business Address)

SCHAUMBURG, IL 60196

(City/State/Zip)

847-605-6000

(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: RAMON A RODRIGUEZ

Date: JUNE 19, 2015

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David A. FRENCH, Ramon A. RODRIGUEZ and Fausto ALVAREZ, all of Miami Lakes, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of March, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
Secretary  
Eric D. Barnes

*Thomas O. McClellan*  
Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 12th day of March, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adams*

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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**GOVERNMENTAL CONTACT INFORMATION**

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON
<i>See attached</i>			

BIDDER: **Southeastern Engineering Contractors, Inc**



## REFERENCES

Project Title: Capital Improvement Project.

Contract Amount: \$13, 926, 071.00

Client: City of Golden Beach

Client's Rep.: Ramon Castella, P.E., C3TS, 786-493 8688,  
rcastella@c3ts.com

Project Title: Transfer Pump Station, Contract No. S-806.

Contract Amount: \$28,305,698.00

Client: Miami Dade Water & Sewer

Client's Rep.: Beth A Waters, P.E., Hazen & Sawyers, 305-443 4001,  
bwaters@hazenandsawyer.com

Project Title: Arch Creek Pump Stations & Drainage Improvements.

Contract Amount: \$4,869,000.00

Client: Miami Dade County, Public Works Department

Client's Rep.: Pedro Marsan, P.E., Project Manager, 305-281 9062,  
marsan@miamidade.gov

Project Title: East 4 Ave from E. 25<sup>th</sup> St to E. 32<sup>nd</sup> ST.

Contract Amount: \$920,000

Client: City of Hialeah

Client's Rep.: Alfredo Martinez, Roadway Department, 305- 609 2986  
ALMARTINEZ@hialeahfl.gov

Project Title: FDOT 6242 / SW 57th Ave. from SW 24th St to SW 8th St.

Contract Amount: \$ 3,835,757.42

Client: Florida Department of Transportation

Client's Rep.: Claudio Diaferia, P.E., 305- 986 9939  
[Claudio.Diaferia@dot.state.fl.us](mailto:Claudio.Diaferia@dot.state.fl.us)

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

TO THE TOWN OF SOUTHWEST RANCHES:

Southeastern Engineering

Contractors, Inc., 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

Southeastern's failure to comply with such regulations.  
Engineering Contractors, Inc.

  
ATTEST

Southeastern Engineering Contractors, Inc.  
CONTRACTOR

BY: 

Eduardo Dominguez

Print Name

Date: June 19 / 2015

BIDDER: Southeastern Engineering  
Contractors, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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**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: **Southeastern Engineering Contractors, Inc**

Bidder's Name: Eduardo Dominguez

Bidder's Address: 1964 N.W. 98th Avenue, Hialeah Gardens FL 33018

Bidder's Phone Number: 305 557 4226

Bidder's Email: edd.sec@comcast.net

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

C6C 1520810

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

BIDDER: Southeastern Engineering Contractors, Inc.

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 19 day of June, 2015 by Eduardo Dominguez of Southeastern Engineering Contractors, Inc. (Bidder), who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Dade County, Florida

[Signature]  
Notary Signature



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

BIDDER: Southeastern Engineering Contractors, Inc.



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

DOMINGUEZ, EDUARDO  
SOUTHEASTERN ENGINEERING CONTRACTORS, INC.  
4179 DERBY DR  
DAVIE FL 33330

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CGC1520810

ISSUED 05/19/2014

CERTIFIED GENERAL CONTRACTOR  
DOMINGUEZ, EDUARDO  
SOUTHEASTERN ENGINEERING CONTRACTO

IS CERTIFIED under the provisions of Ch. 489, FS.  
Expiration date: AUG 31, 2016 L1405190000918

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1520810

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016



DOMINGUEZ, EDUARDO  
SOUTHEASTERN ENGINEERING CONTRACTORS, INC.  
4179 DERBY DR  
DAVIE FL 33330

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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**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: See attached  
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: South eastern Engineering  
48 Contractors, Inc.

IFB 15-003

# PROJECT EXPERIENCE

Project Title: **NW 25<sup>th</sup> Street Improvement Project**  
Type of Construction: Roadway, Drainage, 16" Water-Main, 6" & 36" Force-Main  
Contract Amount: \$3,453,378.49  
Type of Contract: Unit Prices  
Completed To Date: 30%  
Client: Florida Department of Transportation  
Client's Rep: Mr. Nick Reynolds, Assistant Project Manager 305-513-4132  
Completion Date: Jun 2015

Project Title: **Pump Stations No. 6 & No. 37**  
Type of Construction: Pump Stations & Site work, Force-Main  
Contract Amount: \$780,463.00  
Type of Contract: Unit Prices  
Completed To Date: 95%  
Client: City of Lauderdale  
Client's Rep: Mr. Indar Maharaja, Capital Project Manager 954-730-4225  
Completion Date: January 31, 2015

Project Title: **San Marcos Island Drainage Improvements**  
Type of Construction: Roadway, Drainage, Pump Station  
Contract Amount: \$2,020,323.11  
Type of Contract: Unit Prices  
Completed To Date: 99%  
Client: City of Miami  
Client's Rep: Mr. Valentine Onuigbo, Construction Manager 305-416-2588  
Completion Date: September 2014

Project Title: **48" Valve & Access Manholes**  
Type of Construction: Roadway, Force-Main  
Contract Amount: \$2,056,302.32  
Type of Contract: Unit Prices  
Completed To Date: 100%  
Client: Miami Dade Water & Sewer  
Client's Rep: Mr. Nelson Cespedes, Project Manager 305-439-8959  
Completion Date: September 2013

Project Title: **Improvements of Palm Avenue**  
Type of Construction: Roadway, Drainage, Water-Main  
Contract Amount: \$8,053,969.09  
Type of Contract: Unit Prices  
Completed To Date: 100%  
Client: Broward County  
Client's Rep: Mr. Bryan Williams, Project Manager 954-577-4562  
Completion Date: August 18, 2014

Project Title: **FDOT 6242/SW 57th Ave. from SW 24th St to SW 8th St.**  
Type of Construction: Roadway & Drainage  
Contract Amount: \$ 3,835,757.42  
Type of Contract: Unit Prices  
Client: Florida Department of Transportation

Client's Rep: Claudio Diaferia, P.E., 305- 986 9939  
Completion Date: November 2013

Project Title: **Transfer Pump Station, Contract No. S-806**  
Type of Construction: Pump Station  
Contract Amount: \$28,305,698.00  
Type of Contract: Unit Prices  
Completed to Date: 100%  
Client: Miami-Dade County Water & Sewer Dept.  
Client's Rep: Mr. John Hoffman, P. E. 786-268-5737  
Completion Date: Jan. 2012

Project Title: **NE 172 ST & NE 170 ST Drainage Improvements.**  
Type of Construction: Roadway, Pump Station, Drainage, and Wells  
Contract Amount: \$ 1,394,767.00  
Type of Contract: Unit Prices  
Client: City of North Miami Beach  
Client's Rep: Mr. Heip Huynh, P.E. City Engineer, 305-9482925  
Completion Date: July 2012



TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

**SUBCONTRACTORS 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.

**CLASSIFICATION OF WORK**

**NAME AND ADDRESS OF SUBCONTRACTOR**

Sodding

ACTION SOD

5700 SW 123 Ave. Miami, FL 33183

Striping

P & J STRIPING INC.

5120 SW 199 AVE MIAMI, FL 33185

BIDDER:

Southeastern Engineering  
Contractors, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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**ACKNOWLEDGEMENT OF ADDENDA**

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

Addenda No.1 ED

Addenda No.2 ED

Addenda No.3 ED

Addenda No.4 ED

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

BIDDER: Southeastern Engineering  
Contractors, Inc.

**ADDENDUM #1**

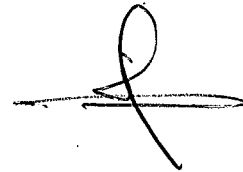
**TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS  
IFB No. 15-003**

**An error was made in the Invitation for Bids Notice on page 6. A mandatory Pre-Bid Meeting is scheduled for 11:00 AM, Monday, June 8, 2015 and NOT June 1<sup>st</sup> as indicated in the 3<sup>rd</sup> paragraph.**

Please remember all questions or concerns regarding are to be submitted in writing to:  
[jromance@southwestranches.org](mailto:jromance@southwestranches.org) .

**Juanita Romance  
Procurement and Special Projects Coordinator  
May 28, 2015**

**Southeastern Engineering Contractors, Inc**



**ADDENDA No. 2**

**TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS  
IFB No. 15-003**

**DATE:** May 28, 2015

**PROJECT NAME:** Town of Southwest Ranches Drainage Improvements

This Addenda is issued to clarify and/or modify the previously issued Invitation for Bid. All requirements not modified herein shall remain in full force and effect as originally set forth.
---

**MODIFICATION(S):**

1. Added the following note adjacent to the existing catch basins on Sheet CP-102:  
"CONTRACTOR TO MORTAR SEAL EXIST. STRUCTURE WALLS TO FRAME AS NEEDED."
2. Added the following note to Sheets CP101, CP102, CP-104, CP105 and CP-106:  
"CONTRACTOR SHALL CLEAN ALL EXISTING DRAINAGE SYSTEM WITHIN PROJECT AREA USING A JET/VACUMMING SYSTEM. REMOVE AND DISPOSE OF THE WATER AND DEBRIS COLLECTED IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS."

**Juanita Romance**  
**Procurement and Special Projects Coordinator**  
**May 28, 2015**

**Southeastern Engineering Contractors, Inc**



**ADDENDA No. 3**

**TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS  
IFB No. 15-003**

**DATE:** June 8, 2015

**PROJECT NAME:** Town of Southwest Ranches Drainage Improvements

This Addenda is issued to clarify and/or modify the previously issued Invitation for Bid. All requirements not modified herein shall remain in full force and effect as originally set forth.
---

**MODIFICATION(S):**

1. The Bid and Proposal Form has been revised as follows:

Item No. 11: Revised from Lump Sum to Linear Feet. Quantity provided.

Item No. 11A: Line item 11A was added and linear feet of stabilized shoulder were provided.

**Juanita Romance**  
**Procurement and Special Projects Coordinator**  
**June 8, 2015**

**Southeastern Engineering Contractors, Inc**



## **ADDENDA NO. 4**

### **TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS IFB No. 15-003**

**DATE:** June 10, 2015

**PROJECT NAME:** Town of Southwest Ranches Drainage Improvements

This Addenda is issued to clarify and/or modify the previously issued Invitation for Bid. All requirements not modified herein shall remain in full force and effect as originally set forth.

#### **MODIFICATION(S):**

Note: Addenda No. 3 and the revised Bid Form for Addenda No. 3 are voided and replaced with the changes in Addenda No. 4 and the revised bid form for Addenda No. 4.

The Bid Form has been revised as follows:

- Line Item No. 22 has been revised to LF.
- Line Item No. 22A has been added.
- Line Item No. 22B has been added.

**Juanita Romance**  
**Procurement and Special Projects Coordinator**  
**June 10, 2015**

**Southeastern Engineering Contractors, Inc**



TOWN OF SOUTHWEST RANCHES, FLORIDA  
Town of Southwest Ranches Drainage Improvements  
IFB No. 15-003

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**OUTSTANDING LIABILITY CLAIMS**

N/A

Please list the following information for **all** outstanding Liability Claims:

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: Southeastern Engineering Contractors, Inc

**Request for Taxpayer  
Identification Number and Certification**

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

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
*Southeastern Engineering Contractors, Inc.*

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

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
☐ C Corporation  
☒ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Other (see instructions) ▶  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
*12054 N.W. 98 Ave.*

**6** City, state, and ZIP code  
*Hialeah Gardens, FL 33018*

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number								
5	9	-	2	4	2	5	8	50

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ *[Signature]* Date ▶ *06-16-15*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if he or she stays in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



## CERTIFICATE OF LIABILITY INSURANCE

SOUTENG-01

STWIGGS

DATE (MM/DD/YYYY)

3/30/2015

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

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

PRODUCER Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME:		
	PHONE (A/C, No, Ext): (305) 822-7800	FAX (A/C, No): (305) 362-2443	
INSURED  Southeastern Engineering Contractors, Inc. 12054 NW 98th Avenue Hialeah Gardens, FL 33018	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: First Mercury Ins. Company		10657
	INSURER B: Ohio Security Insurance Company		24082
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MICGL000005150501	01/31/2015	01/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS165645090	01/31/2015	01/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

Date  
3/30/2015

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

**This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.**

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

## Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> <input type="checkbox"/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	
						Aggregate	
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> OTH-ER
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000

Other

Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616

## Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 92-67-201

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

### Southeastern Engineering Contractors, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

**Project Name:**

ISSUE 03-30-15 (EP)

Begin Date 2/25/2013

CERTIFICATE HOLDER

## CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

*John H. Ponce*



## PROJECT EXPERIENCE

### PROJECTS UNDER CONSTRUCTION

(Fully bonded)

Project Title: Lift Station No. 6 and 37, Rehabilitation  
Type of Construction: Water and Sewer  
Contract Amount: \$765,234  
Type of Contract: Unit Prices  
Completed To Date: 95%  
Client: City of Lauderhill  
Client's Rep: Mr. Indar Maharaj, Capital Project Manager 954-391-2810  
Completion Date: Jan-15

Project Title: NW 25<sup>th</sup> Street Improvement Project  
Type of Construction: Roadway, Drainage, 16" Water-Main, 6" & 36" Force-Main  
Contract Amount: \$3,453,378.49  
Type of Contract: Unit Prices  
Completed To Date: 70%  
Client: Florida Department of Transportation  
Client's Rep: Mr. Nick Reynolds, Assistant Project Manager 305-513-4132  
Completion Date: Apr-15

Project Title: Florida National University  
Type of Construction: Roadway, Drainage, 2" & 3" Water-Main.  
Contract Amount: \$550,000.00  
Type of Contract: Unit Prices  
Completed To Date: 5%  
Client: Tutor Perini  
Client's Rep: Mr. David Timpe, Project Manager 954-733-4211  
Completion Date: Dec-15

	YEAR	MAKE	MODEL	SERIAL#
1		Forklift	V50E	6YJ00870
2		Super Trac	Model 53-12 / 3 Wheel Roller	05A10171
3	1995	Dynapac	CC102 Roller	60111226
4	1995	Caterpillar	Backhoe Loader 436B	07FL00801
5	1995	Caterpillar	938F Wheel Loader	1KM01307
6	1995	Caterpillar	3221 Excavator Model	9RL00760
7	1996	Caterpillar	D3C Track-Type Dozer	6SL01789
8	1996	Caterpillar	938F Wheel Loader	1KM02226
9	1997	Caterpillar	Wheel Loader 938F	1KM00500
10	1998	Caterpillar	325B Excavator	2JRO1714
11	1998	Lee Boy	685 Motor Grader	685222
12	1998	Caterpillar	928G Wheel Loader	6XR01387
13	1999	Caterpillar	Asphalt Drum CB214C	9XK00882
14	1999	Caterpillar	CS563C Soil Drum Compactor	4KN00155
15	1999	Caterpillar	CS-563D Drum Compactor	9MW00160
16	1999	Laymor	6HB Sweeper	C27106-001
17	2000	Caterpillar	Backhoe Loader	4ZN21748
18	2000	Dynapac	Roller	60115423
19	2001	Laymor	8HC Sweeper	28409-005
20	2002	Caterpillar	CB224D Asphalt Drum Compactor	8RZ01204
21	2002	Caterpillar	420D Backhoe Loader	FDP08120
22	2002	Caterpillar	325CL Excavator	BFE00261
23	2004	Lee Boy	685B Grader	40458
24	2006	Caterpillar	416D Backhoe Loader	BFP16040
25	2006	Bobcat	Skid-Steer Loader S250 w/ 74" Bucket	530913566
26	2008	Bobcat	BC 14" Planer	231200884
27	2008	Caterpillar	Hydraulic Excavator 305CCR	HWJ03670
28	2008	Leeboy	Asphalt Paver 7000LD	52961
29	2009	Caterpillar	CB224E Asphalt Drum Compactor	22401431
30	2006	Caterpillar	Excavator Model 314CCR	PCAO1169
31	2010	Bobcat	Bobcat with 8" Bucket Model 418	AB4711374

**Local Business Tax Receipt**Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

1295245

BUSINESS NAME/LOCATION  
SOUTHEASTERN ENGINEERING CONTRACTORS INCREMENTAL  
12054 NW 98 AVE  
HIALEAH GARDENS FL 33018RECEIPT NO.  
1295245**EXPIRES**  
**SEPTEMBER 30, 2015**Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10**OWNER**SOUTHEASTERN ENGR CONTRACTORS  
INC.

Worker(s)

10

**SEC. TYPE OF BUSINESS**196 GENERAL ENGINEERING CONTRACTOR BY TAX COLLECTOR  
E1915**PAYMENT RECEIVED**

BY TAX COLLECTOR

\$45.00 07/16/2014

FPPU11-14-016066

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or non-governmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)**LBT**

# CITY OF HIALEAH GARDENS

10001 N.W. 87TH AVENUE - HIALEAH GARDENS, FLORIDA 33016

## BUSINESS TAX RECEIPT

**Business Name:**

SOUTHEASTERN ENGINEERING CONTRACTORS, INC.  
12054 NW 98 AVENUE  
HIALEAH GARDENS, FL 33016

**Business Type:** ENGINEERING CONTRACTOR

**DATE:** 8/13/2014

**Issued To:**


ED DOMINGUEZ, P.E.  
18100 STIRLING ROAD  
SOUTHWEST RANCHES, FL 33330

**LICENSE NO.:** BL15424

**TOTAL FEE PAID:** \$ 492.50

**Delinquency Fee:** A 10 percent delinquent fee will be imposed if not renewed by October 1 and an additional 5 percent fee is charged for each month thereafter with total fee not to exceed 25 percent.

**NOTES:** NO OUTSIDE STORAGE. NO MECH. WORK. ALL WORK SHALL BE INSIDE BLDG.  
NO PAINTING OF ANY KIND.

  
City License Official

**LICENSE YEAR** 2014 - 2015

**LICENSE MUST BE EXHIBITED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS**

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**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

June 11, 2015

13400 Griffin Road

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Present:

Mayor Nelson

Vice Mayor Freddy Fisikelli

Council Member Steve Breitzkreuz

Council Member Gary Jablonski

Council Member Doug McKay

Andrew Berns, Town Administrator

James Brady, Assistant Town Attorney

Martin Sherwood, Town Financial Administrator

Russell Muñiz, Assistant Town Administrator

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Vice Mayor Fisikelli at 7:03 PM. Mayor Nelson participated by telephone. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**3. Public Comment** – The following members of the public addressed the Town Council: Barry Neunzig, Mike Hanley, and John Eastman.

**4. Board Reports**

None provided.

**5. Council Member Comments**

Council Member Breitzkreuz asked that John Eastman provide him some detail on what he observed and what might still be missing from the work performed by FPL in the Country Estates area. He asked that residents remain patient with the cost proposals that are still being evaluated by the Town for the proposed Southwest Ranches Volunteer Fire Rescue station. Responding to comments from the public he indicated that there was nothing new in the works regarding the Corrections Corporation of America (CCA) site that he was aware of but CCA was still the property owner and what may occur in the future remains to be seen.

Council Member McKay also talked about the costs for the proposed fire station and expressed that the Town was exploring other options. The Town would need to plat the site regardless of what might be done with the site in the future. In regards to CCA, he indicated that he was not aware of anything new occurring.

Council Member Jablonski also reminded everyone about the Grand Opening of the Country Estates Park on Saturday June 27<sup>th</sup>. He also indicated that he was working on some analysis with Town Administrator Berns on the costs for the Volunteer Fire Department.

Vice Mayor Fisikelli spoke on about the possible widening of Griffin Road discussed at the MPO meeting he attended earlier in the day. He indicated that Commissioner Lois Wexler asked if the Town had passed a resolution regarding this. Town Administrator Berns indicated that the Town had not passed such a resolution.

## **6. Legal Comments**

Assistant Town Attorney James Brady announced that the Town has filed two suits asking for the Court's assistance with the barriers along 54<sup>th</sup> place. An answer was due by June 16<sup>th</sup> on one suit and five days later on the second suit. He expected Pembroke Pines to file a Motion to Dismiss on both suits.

## **7. Administration Comments**

Town Administrator Berns advised the discussion regarding CCA may be due to CCA seeking to extend their Plat through Broward County and the South Florida Regional Planning Council, but there has been no new activity with the Town. He advised that staff was working diligently on the details for the Grand Opening of Country Estates Park. He also advised that the MPO has submitted their TIGER Grant application which included the Town's requested project for the bike lane on the north side of Griffin Road west of Bonaventure Boulevard. Lastly, he thanked Sandy Luongo for her efforts in readying the Town in the area of emergency preparedness.

**8. Resolution – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING AND ENCOURAGING THE COLLECTIVE EFFORTS OF MUNICIPALITIES THROUGH THE “#SAFERBY4” INITIATIVE TO REDUCE PREVENTABLE CHILD DEATHS DUE TO DROWNING AND SLEEP HABITS; AUTHORIZING THE TOWN CLERK TO TRANSMIT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

The following motion was made by Council Member McKay, seconded by Council Member Breitkreuz and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE RESOLUTION.

**9. Resolution – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RESPECTFULLY REQUESTING THE BROWARD COUNTY METROPOLITAN PLANNING AGENCY TO AMEND THE LONG RANGE TRANSPORTATION PLAN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO EFFECTUATE THE AMENDMENT OF THE TRAFFICWAYS MAP; AND PROVIDING AN EFFECTIVE DATE.**

The following motion was made by Council Member Breitkreuz, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO AMEND 63<sup>RD</sup> AVENUE TO 63<sup>RD</sup> STREET WITHIN THE RESOLUTION.

The following motion was made by Council Member Breitkreuz, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE AMENDED RESOLUTION.

**10. Approval of Minutes****a. May 14, 2015, Regular Town Council Meeting**

The following motion was made by Council Member Jablonski, seconded by Council Member Breitkreuz and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

**MOTION:** TO APPROVE THE MINUTES.

**11. Adjournment** – Meeting was adjourned at 7:29 p.m.

*Respectfully submitted:*

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*Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on  
this 9<sup>th</sup> day of July, 2015.*

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*Jeff Nelson, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.