



Southwest Ranches Town Council

REGULAR MEETING Agenda of April 27, 2017

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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. 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.

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Resolutions

- 8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SECOND MODIFICATION TO THE AGREEMENT WITH A.C. SCHULTES OF FLORIDA, INC. D/B/A JAFFER WELL DRILLING; APPROVING AN ADDITIONAL ONE (1) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE SECOND MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH FLORIDA CONSTRUCTION & ENGINEERING, INC. FOR CONSTRUCTION OF YEAR TWO OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS PROGRAM FOR SW 130TH AVENUE (MELALEUCA ROAD), SW 127TH AVENUE (APPALOOSA TRAIL), SW 56TH STREET, AND SW 128TH AVENUE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PROPOSAL IN THE AMOUNT OF THIRTY THOUSAND, ONE HUNDRED FORTY-SEVEN DOLLARS AND ZERO CENTS (\$30,147.00) FOR PUBLIC RIGHT-OF-WAY TREE PRUNING BY PRESTIGE PROPERTY MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2007-058, RELATING TO THE TOWN'S HOURLY COMPENSATION RATE SCHEDULE FOR SPECIAL MAGISTRATE SERVICES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF PLAYGROUND SAFETY SURFACING MATERIAL FOR THE SUNSHINE RANCHES EQUESTRIAN AND COUNTRY ESTATES FISHING HOLE PARKS FROM A & A PLAYGROUNDS FOR AN AMOUNT NOT TO EXCEED TWENTY ONE THOUSAND DOLLARS AND ZERO CENTS (\$21,000.00); AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED FORTY-THREE THOUSAND ONE HUNDRED SEVENTY DOLLARS AND TWENTY-FIVE CENTS (\$143,170.25) WITH WEEKLEY ASPHALT PAVING, INC. TO COMPLETE THE COUNTRY ESTATES PARK BALLFIELD IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
14. Approval of Minutes
 - a. March 9, 2017 Regular Meeting
15. 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.

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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
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andy Berns, Town Administrator
FROM: Sandra Luongo, General Services Manager
DATE: 4/27/2017
SUBJECT: A.C. SCHULTES OF FLORIDA, INC. D/B/A JAFFER WELL DRILLING

Recommendation

It is in the best interest of the Town to extend the Agreement with A. C. Shultes d/b/a Jaffer Well Drilling, Inc. as the Town's preferred provider for installation, testing and repair of fire protection water wells a second-one (1) year term, specifically through May 9, 2018.

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

On May 9, 2013, pursuant to Resolution No. 2013-040, the Town Council approved an agreement with A. C. Shultes d/b/a Jaffer Well Drilling, Inc. to provide installation, testing and repair of fire protection water wells for the Town. The initial Agreement was for three years with two (2) - one (1) year options to renew. The initial three (3) year term expired on May 9, 2016. The first-one (1) year extension is due to expire on May 9, 2017.

Fiscal Impact/Analysis

Funds for the installation, testing, replacement, maintenance and repair of fire protection water wells are budgeted in line items 001-3100-5200-63120 for \$15,000 and 001-3100-5200-49100

in the amount of \$15,000 totaling \$30,000 for fiscal year 2017.

The amount of \$30,000 in total is proposed to be budgeted for fiscal year 2018.

Staff Contact:

Sandra Luongo, General Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Jaffer 2nd Amend Reso - TA Approved	4/19/2017	Resolution
Jaffer 2nd Amendment Agreement - TA Approved	4/18/2017	Agreement

RESOLUTION NO. 2017 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SECOND MODIFICATION TO THE AGREEMENT WITH A.C. SCHULTES OF FLORIDA, INC. D/B/A JAFFER WELL DRILLING; APPROVING AN ADDITIONAL ONE (1) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE SECOND MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 9, 2013, pursuant to Resolution No. 2013-040, the Town Council approved an agreement with A.C. Schultes of Florida, Inc. d/b/a/ Jaffer Well Drilling (hereinafter referred to as "Jaffer Well Drilling") to provide installation, testing and repair of fire protection water wells for the Town; and

WHEREAS, the initial term expired on May 9, 2016; and

WHEREAS, on April 28, 2016, pursuant to Resolution No. 2016-029, the Town Council approved the First Amendment to the Agreement, which extended the Initial Term, for an additional year; and

WHEREAS, the First Amendment to the Agreement is set to expire on May 9, 2017, and

WHEREAS, the Town's staff has performed a review of the contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to extend the Agreement with Jaffer Well Drilling as the Town's preferred provider for installation, testing and repair of fire protection water wells an additional and final one (1) year term, specifically through May 9, 2018;

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 Second Modification to the Agreement with Jaffer Well Drilling, in substantially the same form as that attached hereto as Exhibit "A", to provide installation, testing and repair of fire

protection water wells for the Town for an additional one (1) year term, specifically through May 9, 2018.

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

Section 4: 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 _____, 2017, on a motion by _____ and seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney

SECOND AMENDMENT
TO INSTALLATION, TESTING AND REPAIR OF FIRE PROTECTION WATER
WELLS SERVICES AGREEMENT BY
AND BETWEEN THE TOWN OF SOUTHWEST RANCHES, FLORIDA
AND A.C. SCHULTES OF FLORIDA, INC. D/B/A JAFFER WELL DRILLING

THIS SECOND AMENDMENT is made and entered into this ____ day of May, 2017 by and between the TOWN OF SOUTHWEST RANCHES, a municipal corporation organized and existing under the laws of the State of Florida, which municipality is fully located within the boundaries of Broward County, Florida (hereinafter referred to as "TOWN") and A.C. Schultes of Florida, Inc. d/b/a/ Jaffer Well Drilling (hereinafter referred to as "Jaffer Well Drilling").

WITNESSETH:

WHEREAS, on May 9, 2013, pursuant to Resolution No. 2013-040, the Town Council approved an agreement with Jaffer Well Drilling, Inc. to provide installation, testing and repair of fire protection water wells for the Town; and

WHEREAS, the initial Agreement expired on May 9, 2016; and

WHEREAS, on April 28, 2016, pursuant to Resolution No. 2016-029, the Town Council approved the First Amendment to the Agreement, which extended the Initial Term, for an additional year; and

WHEREAS, the First Amendment to the Agreement is set to expire on May 9, 2017, and

WHEREAS, the Town's staff has performed a review of the contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to extend the Agreement with Jaffer Well Drilling, Inc. as the Town's preferred provider for installation, testing, and repair of fire protection water wells for one (1) additional year, specifically through May 9, 2018;

NOW, THEREFORE, in consideration of the sum hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The above recitals are true and correct and incorporated herein.
2. The term of the Agreement is hereby extended through May 9, 2018.
3. All other Sections remained unchanged shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

SECOND AMENDMENT TO THE INSTALLATION, TESTING AND REPAIR OF FIRE PROTECTION WATER WELLS BETWEEN THE TOWN OF SOUTHWEST RANCHES, FLORIDA AND JAFFER WELL DRILLING, INC., FLORIDA

WITNESSES:

CONTRACTOR:

JAFFER WELL DRILLING, INC.

By: _____
Najib B Halwani., President

____ day of _____ 2017

WITNESSES:

TOWN:

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor

____ day of _____ 2017

By: _____
Andrew D. Berns, Town Administrator

____ day of _____ 2017

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith A. Poliakoff, Town Attorney

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Town of Southwest Ranches
13400 Griffin Road
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(954) 434-0008 Town Hall
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Town Council
Doug McKay, *Mayor*
Steve Breitzkreuz, *Vice Mayor*
Freddy Fisikelli, *Council Member*
Gary Jablonski, *Council Member*
Denise Schroeder, *Council Member*

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 4/27/2017
SUBJECT: Fiscal Year 2017 Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program Improvements

Recommendation

To place this item on the agenda for Council consideration and approval to enter into an agreement with Florida Construction and Engineering Inc. for the Fiscal Year 2017 Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program Improvements.

Strategic Priorities

- A. Sound Governance
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

Background

On February 15, 2017, the Town advertised Invitation for Bid (IFB) 17-002 for the Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program Improvements. Due to budget constraints, the project was divided into a base bid and three (3) alternative bids. ***The base bid will solely be used to determine the lowest bidder.***

- The base bid includes the resurfacing of Appaloosa Trail (SW 127th Avenue) and Melaleuca Drive (SW 130th Avenue) from Stirling Road to Old Sheridan Street.

- Alternate 1 consists of the drainage piping and structures associated with the base bid.
- Alternate 2 includes the resurfacing of Melaleuca Drive (SW 130th Avenue) north of Stirling Road, SW 128th Avenue, and SW 56th Street.
- Alternate 3 consists of the drainage piping and structures associated with Alternate 2.

On March 21, 2017, the Town received five (5) responses.

Proposer	Base Bid Amount (ranked lowest to highest)	Alternate 1	Alternate 2	Alternate 3	TOTAL for Base Bid and all Alternates
Florida Construction & Engineering, Inc	\$340,637.86	\$94,576.00	\$328,782.27	\$43,636.75	\$807,632.88
Southeastern Engineers & Contractors	\$364,046.30	\$59,915.00	\$330,418.30	\$28,710.50	\$783,090.10
Weekley Asphalt Paving, Inc.	\$383,583.53	\$101,247.40	\$389,783.20	\$50,770.00	\$925,384.13
Maggolc Inc.	\$384,447.60	\$54,190.00	\$254,036.00	\$24,910.00	\$717,583.60
JVA Engineering & Contractor, Inc.	\$493,955.70	\$66,655.00	\$363,403.90	\$32,020.00	\$956,034.60

After reviewing the bids, it was determined that Florida Construction and Engineering Inc. was the lowest responsive and responsible bidder that met the requirements of IFB 17-002.

Fiscal Impact/Analysis

This project currently has an approved budget of \$495,000, comprising of \$450,000 plus \$45,000 of anticipated increase to contingency reserve for the FY 2016-2017 Town Budget (Line Item #101-5100-541-63280 Infrastructure – Roadway Paving / TSDOR). Therefore, a contract award in excess of the \$495,000 will also necessitate a FY 2017 budget amendment from the following available sources:

\$129,678 from the existing Transportation TSDOR contingency/commitment reserve as of September 30, 2016 and/or from the unassigned General Fund Fund Balance reserve account. The impacted account numbers are:

TRANSPORTATION FUND:

REVENUES:

101-0000-399-39900

AMOUNT:

up to \$129,678

EXPENDITURES:

101-5100-541-63280

up to \$129,678

Explanation:

To reduce Transportation Fund-TSDOR contingency/commitment reserve and increase the TSDOR construction project appropriation for FY 2017.

GENERAL FUND & TRANSPORTATION FUND:**REVENUES:**

001-0000-399-39900

\$129,678

101-0000-381-38101

\$129,678

AMOUNT:

Amount greater than

Amount greater than

EXPENDITURES:

001-3900-581-91101

\$129,678

101-5100-541-63280

\$129,678

Amount greater than

Amount greater than

Explanation:

To reduce unassigned General Fund Fund Balance reserves and transfer the funding to the Transportation Fund ultimately providing an increase in TSDOR construction project appropriation for FY 2017.

Staff Contact:

Rod Ley, Town Engineer

ATTACHMENTS:

Description

TSDOR Year 2 Reso - TA Approved

Agreement

Florida Construction and Engineering Bid

Upload Date

4/19/2017

4/3/2017

4/3/2017

Type

Resolution

Agreement

Backup Material

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RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH FLORIDA CONSTRUCTION & ENGINEERING, INC. FOR CONSTRUCTION OF YEAR TWO OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS PROGRAM FOR SW 130TH AVENUE (MELALEUCA ROAD), SW 127TH AVENUE (APPALOOSA TRAIL), SW 56TH STREET, AND SW 128TH AVENUE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Drainage and Infrastructure Advisory Board (DIAB) and Town Council have approved Year Two of the TSDOR 25-year plan subject to annual review and amendment of those roads scheduled for construction five (5) fiscal years and beyond; and

WHEREAS, the group of roads scheduled for construction in FY 2017 have been reviewed by Town legal staff and have determined to have no encumbered right of way issues; and

WHEREAS, surveying and engineering services have been completed; and

WHEREAS, on February 15, 2017 the Town advertised Invitation for Bid (IFB) No. 17-002 for "Transportation Surface Drainage Ongoing Rehabilitation Program (TSDOR)" in accordance with purchasing policy; and

WHEREAS, on March 21, 2017, the Town received five (5) responses; and

WHEREAS, after reviewing the bids, it was determined that Florida Construction & Engineering, Inc. provided the lowest most responsive and responsible base bid; and

WHEREAS, the Town Council believes that entering into an agreement with Florida Construction & Engineering, Inc. for these services is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2: Approval. The Town Council hereby approves entering into an Agreement with Florida Construction & Engineering, Inc. for the improvements to SW 130th Avenue (Melaleuca Road), SW 127th Avenue (Appaloosa Trail), SW 56th Street, and SW 128th Avenue, in substantially the same form as that attached hereto as Exhibit "A".

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

Section 4: Budget Amendment (if necessary). This project currently has an approved budget of \$495,000, comprising of \$450,000 plus \$45,000 of anticipated increase to contingency reserve for the FY 2016-2017 Town Budget (Line Item #101-5100-541-63280 Infrastructure – Roadway Paving / TSDOR). Therefore, a contract award for more than the \$495,000 in total (base bid and/or alternatives) will necessitate a FY 2017 budget amendment and will be inserted here in detail if elected by Council.

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

[Signatures on Following Page]

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

Ranches, Florida, this ____ day of _____, _____ on a motion by

_____ and seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

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EXHIBIT “A”

AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FLORIDA CONSTRUCTION & ENGINEERING INC.

FOR

TRANSPORTATION SURFACE DRAINAGE ONGOING REHABILITATION
(TSDOR) PROGRAM

IFB No. 17-002

**AGREEMENT FOR
TRANSPORTATION SURFACE DRAINAGE ONGOING REHABILITATION (TSDOR)
PROGRAM**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 27th day of April 2017 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Florida Construction & Engineering Inc., (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to resurface and potential full depth roadway rehabilitation/reconstruction of Melaleuca Road (SW 130th Avenue), SW 56th Street, SW 128th Avenue, Appaloosa Trail (SW 127th Avenue), re-shaping drainage swales as needed, re-striping, and maintenance of traffic (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 17-002 on February 15, 2017 (“IFB”); and

WHEREAS, five (5) bids were received by the Town on March 21, 2017; and

WHEREAS, the Town has adopted Resolution No. 2017-____ at a public meeting of the Town Council approving the recommended award and has selected Florida Construction & Engineering 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.

- 13 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Contract Price (as defined below). Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).
- 14 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

**TRANSPORTATION SURFACE DRAINAGE ONGOING REHABILITATION (TSDOR)
PROGRAM**

- 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 ninety **(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. This Section 2.4.2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Contractor shall achieve final completion of the Work within **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 \$340,637.86 Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4 Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.
- 3.5 A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take

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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

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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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
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- 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

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subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

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

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which any Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

Section 17: Public Records

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT

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TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Section 18: Termination

The Agreement may be terminated upon the following events:

- 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

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Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

E. Immediate Termination by Town. In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

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

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

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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 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

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

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by the agreement between the Town and its design professional for this Project, the design professional

shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

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

If to Town:

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

With a copy to:

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

If to Contractor:

Section 33: Miscellaneous

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

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- 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

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this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Florida Construction & Engineering Inc., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 27th day of April 2017.

WITNESSES:

CONTRACTOR:

By: _____
_____, (title)
____ day of _____ 201_

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
____ day of _____ 201_

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

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR 2017 Roadway Improvements
IFB No. 17-00x

Florida Construction & Engineering, Inc

BID AND PROPOSAL FORM

BIDDER: _____

BASE BID (SOUTH OF STIRLING) page 1 of 2						
ITEM DESCRIPTION	UNITS	Appaloosa Trail / SW 127th Ave.	Melaleuca (south) / SW 130th Ave.	QUANTITY TOTALS	Unit Cost	COST
101-1* MOBILIZATION	LS	-	-	1	10,572.80	10,572.80
102-1 MAINTENANCE OF TRAFFIC	LS	-	-	1	3,024.00	3,024.00
104-10-3 SEDIMENT BARRIER	LF	10450	10410	20,860	1.54	32,124.40
110-1-1 CLEARING AND GRUBBING	LS	-	-	1	5,750.00	5,750.00
120-1 REGULAR EXCAVATION (swale grading)	LF	1180	3437	4,617	9.02	41,645.34
160-4 TYPE B STABILIZATION (Reconstruction)	SY	N/A	N/A	N/A	N/A	N/A
285-706 OPTIONAL BASE GROUP 6 (Reconstruction)	SY	N/A	N/A	N/A	N/A	N/A
285-709 OPTIONAL BASE GROUP 9 (widening and pavement repairs)	SY	N/A	48	48	61.60	2,956.80
327-70-1 MILLING (1")	SY	12435	12565	25,000	2.41	60,250.00
334-1-13 SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (1" resurfacing)	TN	678.9	645.8	1324.7	125.44	166,170.37
334-1-13 SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (Reconstruction)	TN	N/A	N/A	N/A	N/A	N/A
570-1-2 PERFORMANCE TURF, SOD (swales)	SY	1940	1930	3,870	3.90	15,093.00

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR 2017 Roadway Improvements
IFB No. 17-00x

BASE BID (SOUTH OF STIRLING) page 2 of 2						
SIGNING AND PAVEMENT MARKINGS						
ITEM DESCRIPTION	UNITS	Appaloosa Trail / SW 127th Ave.	Melaleuca (south) / SW 130th Ave.	QUANTITY TOTALS	Unit Cost	COST
700-1-11 SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	N/A	N/A	N/A	N/A	N/A
710-11-111 PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	LF	265	N/A	265	1.29	341.85
711-11-125 PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	120	115	235	5.82	1,367.70
710-11-211 PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	LF	40	1000	1040	1.29	1,341.60
BASE BID PRICE TOTAL						\$340,637.86

*Pay Item 101-1 includes incidental cost such as Testing, Surveying, and other items needed to complete the project.

BID ALTERNATE #1 (DRAINAGE STRUCTURES) SOUTH OF STIRLING						
ITEM DESCRIPTION	UNITS	Appaloosa Trail / SW 127th Ave.	Melaleuca (south) / SW 130th Ave.	QUANTITY TOTALS	Unit Cost	COST
0425 1541 INLETS, DT BOT, TYPE D, <10'	EA	5	5	10	4,474.65	44,746.50
430 175 118 18" CONCRETE PIPE	LF	0	45	45	87.40	3,933.00
430 175 124 24" CONCRETE PIPE	LF	177	130	307	149.50	45,896.50
BID ALTERNATE #1 PRICE TOTAL						\$94,576.00

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR 2017 Roadway Improvements
IFB No. 17-00x

BIDDER: *Florida Construction Engineering and Construction* **BID AND PROPOSAL FORM**

BID ALTERNATE #2 (NORTH OF STIRLING) page 1 of 2									
ITEM DESCRIPTION	UNITS	Melaleuca (north) / SW 130th Ave.	SW 56th Street	SW 128th Ave.	SW 130th Ave East	QUANTITY TOTALS	Unit Cost	COST	
101-1* MOBILIZATION	LS	-	-	-	-	1	10,662.40	10,662.40	
102-1 MAINTENANCE OF TRAFFIC	LS	-	-	-	-	1	3,024.00	3,024.00	
104-10-3 SEDIMENT BARRIER	LF	4480	2700	2400	660	10240	1.54	15,769.60	
110-1-1 CLEARING AND GRUBBING	LS	-	-	-	-	1	54,419.15	54,419.15	
120-1 REGULAR EXCAVATION (swale grading)	LF	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
160-4 TYPE B STABILIZATION (Reconstruction)	SY	N/A	2500	2380	735	5615	11.12	62,438.80	
285-706 OPTIONAL BASE GROUP 6 (Reconstruction)	SY	N/A	2500	2380	735	5615	15.74	88,380.10	
285-709 OPTIONAL BASE GROUP 9 (widening and pavement repairs)	SY	14	N/A	N/A	N/A	14	63.25	885.50	
327-70-1 MILLING (1")	SY	5270	N/A	N/A	N/A	5270	2.41	12,700.70	
334-1-13 SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (1" resurfacing)	TN	288.9	N/A	N/A	N/A	288.9	125.44	36,239.62	
334-1-13 SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (Reconstruction)	TN	N/A	174.5	118.7	41.8	335	125.44	42,022.40	
570-1-2 PERFORMANCE TURF, SOD (swales)	SY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR 2017 Roadway Improvements
IFB No. 17-00x

BID ALTERNATE #2 (NORTH OF STIRLING) page 2 of 2									
SIGNING AND PAVEMENT MARKINGS									
	ITEM DESCRIPTION	UNITS	Melaleuca (north) / SW 130th Ave.	SW 56th Street	SW 128Th Ave.	SW 130th Ave East	QUANTITY TOTALS	Unit Cost	COST
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	N/A	1	1	1	3	336.00	1,008.00
710-11-111	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	LF	N/A	N/A	N/A	N/A	N/A	N/A	N/A
711-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	10	N/A	N/A	N/A	10	11.20	112.00
710-11-211	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	LF	100	N/A	N/A	N/A	100	11.20	1,120.00
BID ALTERNATE #2 PRICE TOTAL								\$328,782.27	

*Pay Item 101-1 includes incidental cost such as Testing, Surveying, and other items needed to complete the project.

BID ALTERNATE #3 (DRAINAGE STRUCTURES) NORTH OF STIRLING									
ITEM DESCRIPTION		UNITS	Melaleuca (north) / SW 130th Ave.	SW 56th Street	SW 128th Ave.	SW 130th Ave East	QUANTITY TOTALS	Unit Cost	COST
0425 1541	INLETS, DT BOT, TYPE D, <10'	EA	3	2	N/A	N/A	5	4,474.65	22,373.25
430 175 118	18 " CONCRETE PIPE	LF	50	0	N/A	N/A	50	87.40	4,370.00
430 175 124	24 " CONCRETE PIPE	LF	90	23	N/A	N/A	113	149.50	16,893.50
			BID ALTERNATE #3 PRICE TOTAL						\$43,636.75

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

The quantities indicated in the Bid and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the bid form.

The Substantial Completion of the Project shall occur no later than **Ninety (90) calendar days** from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than **One Hundred - 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
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

NAME: Florida Construction & Engineering, Inc.

ADDRESS: 155 Bentley Drive, Miami Springs, FL 33166

FEIN: 59-2768130

LICENSE NUMBER: CGC038438
CUC1225044

STATE OR COUNTY: Florida

LICENSE TYPE: General Contractors Under ground and utility and excavation

(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: Hamid R. Djahanshahi Isabel M. Fernandez

LICENSEE NAME: Hamid Djahanshahi, Isabel Fernandez

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: Florida Construction & Engineering, Inc.

BIDDER'S ADDRESS: 155 Bentley Drive, Miami Springs, FL 33166

BIDDER'S PHONE NUMBER: Office: (305)883-7601 Cell: (786) 271-0656

BIDDER'S EMAIL ADDRESS: fce52@yahoo.com

By: _____

Florida Construction & Engineering, Inc

Name of Corporation/Entity

155 Bentley Drive, Miami Springs, FL 33166

Address of Corporation/Entity

Signature of President or Authorized Principal

By: Hamid R. Djahanshahi

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: _____

H.R. Djalil

Florida Construction & Engineering, Inc.
BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

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 Florida Construction & Engineering, Inc.
for Transportation Surface Drainage Ongoing Rehabilitation
whose business address is 155 Bentley Drive, Miami Springs, FL 33166

_____ 59-2768130
and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

BIDDER: Florida Construction & Engineering, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

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.)

 x 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]

Florida Construction & Engineering, Inc.
BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

By: HR. Djahanshahi
Hamid R. Djahanshahi

(Printed Name)
President

(Title)

Sworn to and subscribed before me this 21st day of MARCH, 2017

Personally known to me.

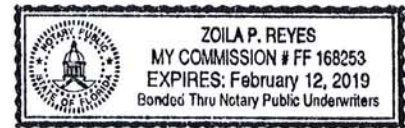
Or Produced Identification _____
(Type of Identification)

Notary Public - State of Florida

Zoila P. Reyes

Notary Signature

My Commission Expires Feb 12, 2019



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

BIDDER: Florida Construction & Engineering INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of MIAMI DADE) ss:

Hamid R. Djahanshahi being first duly sworn deposes and says that:

- (1) He/She is the President (Owner, Partner, Officer, Representative or Agent) of FCE 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]

Florida Construction & Engineering, Inc.
BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

By: HR. Djani
Hamid R. Djahanshahi

(Printed Name)
President

(Title)

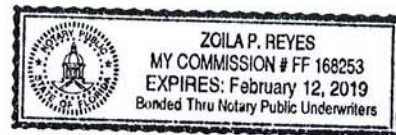
Sworn to and subscribed before me this 21st day of MARCH, 2017,

Personally known to me

Or Produced Identification _____
(Type of Identification)

Notary Public - State of FLORIDA

Zoila P. Reyes
(Notary Signature)



My Commission Expires: Feb 12, 2019

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

BIDDER: Florida Construction & Engineering, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of Florida)
County of Miami Dade) 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 21ST MARCH, 2017, the following resolution was duly passed and adopted:

"RESOLVED, that HANID DJAHANSHEIN, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, MARCH 21, 2017, 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 21ST day of MARCH, 2017.

H.N.D. Jall
Secretary:

(SEAL)

BIDDER: Florida Const & Eng Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

Bond No. 9852

BID BOND

State of Florida)
County of Broward) ss:

KNOW ALL MEN BY THESE PRESENTS, that we, Florida Construction & Engineering, Inc.
United States Fire Insurance Company

, as Principal, and United States Fire Insurance Company
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 Five Percent of Amount Bid Dollars
(\$ 5% of Amount Bid), 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 March 21 2017 for

"IFB No. 17-002:
"IFB No. 17-002 Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program

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 21st day of March, 2017, the name and the corporate seal of each corporate
party being hereto affixed and these presents being duly signed by its undersigned representative.

BIDDER: Florida Construction & Engineering, Inc.

[Signatures on next page]

IFB 17-002

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

By: H.R.D. [Signature]

Title: PRESIDENT

IN PRESENCE OF: HAMID R. OJAHANSHAH
(Individual or Partnership Principal)

(SEAL)

155 Bentley Drive
(Business Address)

Miami Springs, Florida 33166
(City/State/Zip)

305-883-7601
(Business Phone)

SURETY: United States Fire Insurance Company

By:

[Signature]
Warren M. Alter, Attorney-in-Fact

(SEAL)

305 Madison Avenue
(Business Address)

Morristown, NJ 07962
(City/State/Zip)

(973) 490-6600
(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:

[Signature]
Name: Warren M. Alter, Florida Resident Agent

Date: March 21, 2017

IFB 17-002

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00952429518

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Warren M. Alter, David T. Satine

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2018.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



A.R.S.

Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019**

Sonia Scala

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21st day of March 20 17
UNITED STATES FIRE INSURANCE COMPANY



A. Wright

Al Wright, Senior Vice President

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

Bond No. 9852

BID BOND

State of Florida)
County of Broward) ss:

KNOW ALL MEN BY THESE PRESENTS, that we, Florida Construction & Engineering, Inc., as Principal, and United States Fire Insurance Company, 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 Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid), 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 March 21 2017 for

**"IFB No. 17-002:
"IFB No. 17-002 Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program**

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 21st day of March, 2017, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

BIDDER: Florida Construction & Engineering, Inc.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

By: H.R. Djall

Title: PRESIDENT

IN PRESENCE OF: Hamid R. Djahanshahi
(Individual or Partnership Principal)

(SEAL)

155 Bentley Drive
(Business Address)

Miami Springs, Florida 33166
(City/State/Zip)

305-883-7601
(Business Phone)

SURETY: United States Fire Insurance Company

By: Warren M. Alter

Warren M. Alter, Attorney-in-Fact

(SEAL)

305 Madison Avenue
(Business Address)

Morristown, NJ 07962
(City/State/Zip)

(973) 490-6600
(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:

Warren M. Alter

Name: Warren M. Alter, Florida Resident Agent

Date: March 21, 2017

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00952429518

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Warren M. Alter, David T. Satine

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2018.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz

Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019**

Sonia Scala

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21st day of March 20 17
UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

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
	Please see attached references		

BIDDER: FCE

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

TO THE TOWN OF SOUTHWEST RANCHES:

Hamid R. Djahanshahi

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

Florida Construction & Engineering, Inc

ATTEST

CONTRACTOR

BY: 

Hamid R. Djahanshahi

Print Name

Date: 03/20/2017

Florida Construction & Engineering, Inc.

BIDDER: _____

BIDDER CONFIRMATION OF QUALIFICATIONS

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

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

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

Bidder: Florida Construction & Engineering, Inc.

Bidder's Name: Hamid R. Djahanshahi

Bidder's Address: 155 Bentley Drive, Miami Springs, FL 33166

Bidder's Phone Number: (305)883-7601

Bidder's Email: fce52@yahoo.com

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

CGC038438

CUC1225044

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

BIDDER: Florida Construction & Engineering, Inc.

State of Florida

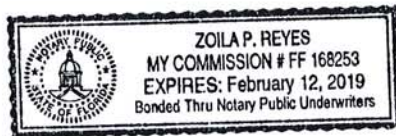
County of Miami Dade

The foregoing instrument was acknowledged before me this 21ST day of MARCH, 2017 by HANID OJAHANSHALI of FLORIDA CONST ENGR INC (Bidder), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Miami Dade County, Florida


Notary Signature



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

BIDDER: FCE

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

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: Park and Ride Facility at Florida City
Contract Amount: \$2,991,894.30
Contract Date: 2014-2015
Client Name: Miami Dade County Transit
Address: West Palm Drive between NW 2nd Ave. & NW 3rd Ave, Florida City
Contact Person: Javier Salmon
Contact Person Tel. No.: 786-469-5273 jsalmon@miamidade.gov

Project Name: New Restroom Facilities for Blakey Park
Contract Amount: \$129,360.00
Contract Date: City of Homestead Park & Public Works
Client Name: 13300 SW 6th Street, Homestead, FL 33030
Address: Dennis R. Mayten
Contact Person: Dennis R. Mayten
Contact Person Tel. No.: 305-224-4842 dmaytan@cityofhomestead.com

Project Name: Seaboard Marine Cargo Terminal Redevelopment
Contract Amount: \$4,479,553.00
Contract Date: 2013
Client Name: Miami-Dade Seaport Department
Address: Seaport Miami
Contact Person: Kari Garland
Contact Person Tel. No.: 305-37-3235 kari@miamidade.gov

BIDDER: Florida Construction & Engineering, Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002

SUB-CONTRACTOR LIST

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

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

Florida Construction & Engineering, Inc.

BIDDER: _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No.1 _____ yes we received



Addendum No.2 _____ Yes we received



Addendum No.3 _____

Addendum No.4 _____

[Remainder of page intentionally left blank]

BIDDER: _____ Florida Construction & Engineering, Inc.

LIABILITY CLAIMS

N/A

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

1. Name and Location of project: _____

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

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

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

BIDDER: FCE

INSERT W – 9

1 page

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above FLORIDA CONSTRUCTION & ENGINEERING, Inc.	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ 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. <input type="checkbox"/> Other (see instructions) ▶ _____	
	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 155 Bentley Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Miami Springs, FL 33176	
	7 List account number(s) here (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	7	6	8	1	3
								0

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you 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 ▶ H.R.O. [Signature]	Date ▶ 03.21.17
------------------	--	------------------------

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.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Mara Semper, Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: msemper@southwestranches.org

N/A

REASONS

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

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? ☐ Yes ☐ No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/7/2016

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 Coastal Insurance Group 150 Westward Drive Miami Springs FL 33166-1660		CONTACT NAME: THOMAS L WEBB Agent PHONE (A/C, No, Ext): 305-887-5999 FAX (A/C, No): 305-887-7809 E-MAIL ADDRESS: msantelices@coastalinsgroup.com	
INSURED FLORC-1 FLORIDA CONSTRUCTION AND ENGINEERING, INC P.O. Box 1426 Miami Springs FL 33266		INSURER(S) AFFORDING COVERAGE INSURER A: American Builders INSURER B: NATIONAL BUILDERS INS CO. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 937577856

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROJECT AGG <input checked="" type="checkbox"/> PRIMARY * GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLP0160313-03	10/24/2016	10/24/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		WCV0146787 02	5/25/2016	5/25/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

COMMERCIAL/RESIDENTIAL GENERAL CONTRACTOR.

CERTIFICATE HOLDER

CANCELLATION 30days

TOWN OF SOUTHWEST RANCHES
13400 Griffin Road
Southwest Ranches FL 33330-2628

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

F
R
O
M

LOCAL BUSINESS TAX
City Of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Business name . : FLA. CONSTRUC. & ENGINEER. INC Ctl nbr . : 548
Location addr . : 155 BENTLEY DRIVE

Number/Class . : 17 00000851 CONTRACTORS MAINTAINING OFFICE
Issue date . . : 9/29/16 Expiration date . : 9/30/17
Business Tax . . : 66.85
Penalty : .00
Total : 66.85

MIAMI SPRINGS LOCAL BUSINESS TAX RECEIPT
2016 - 2017

THIS IS NOT AN INVOICE--DO NOT PAY--THIS IS YOUR LICENSE!

Applicant/Qualifier

T
O

FLA. CONSTRUC. & ENGINEER. INC
155 BENTLEY DRIVE
MIAMI SPRINGS FL 33166

000752

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



1685578

BUSINESS NAME/LOCATION

FLORIDA CONSTRUCTION & ENGINEERING INC
155 BENTLEY DR
MIAMI SPRINGS FL 33166

RECEIPT NO.

RENEWAL
1685578

EXPIRES

SEPTEMBER 30, 2017

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

FLORIDA CONSTR & ENGINEERING INC

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC038438

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 09/12/2016
FPPU14-16-003205

Worker(s) 1

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 nongovernmental 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

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC038438	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



D'JAHANSHAH, HAMID R
FLORIDA CONSTRUCTION & ENGINEERING INC
P O BOX 1426
MIAMI SPRINGS FL 33266



ISSUED: 06/21/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606210000990

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



LICENSE NUMBER	
CUC1225044	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

FERNANDEZ, ISABEL MARGARITA
FLORIDA CONSTRUCTION & ENGINEERING INC.
155 BENTLEY DRIVE
MIAMI SPRINGS FL 33166



ISSUED: 08/25/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608250002593

List of the Job

FLORIDA CONSTRUCTION & ENGINEERING, INC.

JOBS COMPLETED

74	HALEY SOFGE TOWERS LIFE SAFETY UPGRADE	MDHA	\$	979,000.00	100 %	2003	J.J. GARCIA	(305) 644-5268
80	BUILDING 3040 LIFE SAFETY UPGRADE	MIA	\$	104,187.00	100 %	2004	TITUS CRISAN	(305) 876-7898
81	BRENTWOOD PARK	MD PARKS & REC	\$	688,493.00	100%	2005	RICHARD CABRERA	(305) 986-9680
81	BUILDING 40 OPA-LOCKA AIRPORT	MDAD	\$	122,000.00	100%	2005	TOM HART	(305) 546-8957
82	BUILDING 47 OPA-LOCKA AIRPORT	MDAD	\$	90,022.00	100%	2005	TOM HART	(305) 546-8957
83	NEWBERG APARTMENTS	MDHA	\$	930,758.00	100 %	2005	J.J. GARCIA	(305) 644-5268
85	BUILDING 716 RE-ROOFING	MDAD	\$	2,026,161.00	100%	2006	TOM HART	(305) 546-8957
86	TERMINAL "E" MIAMI INTERNATIONAL AIRPORT	MDAD	\$	405,420.00	100%	2006	WALTER SADETSKY	(305) 876-7840
88	WYNWOOD HOMES	MDHA	\$	678,735.00	100%	2006	JORGE ZALDIVAR	(305) 644-5214
90	SLAT INSULATION	MD TRANSIT	\$	349,000.00	100%	2007	NURY PEREZ	(305) 889-6702
91	SCOTT CARVER HOMES	MDHA	\$	2,870,557.00	100%	2007	ALBERTO PERDIGO	(786) 486-0491
92	PINECREST FIRE STATION NO. 49	MD FIRE RESCUE	\$	1,003,264.00	100%	2008	EDWARD VILLAREA	(786) 331-4509
93	SEAPORT PARKING DEMOLITION	MD SEAPORT AUTHORITY	\$	143,073.51	100%	2008	JUAN BERGOUIGNA	(305) 347-4974
51	COUNTRY VILLAGE PARK	MD PARKS & REC	\$	210,671.54	100%	2009	JOSE HERNANDEZ	(305) 596-4460
54	MILLER POND PARK	MD PARKS & REC	\$	945,486.25	100%	2009	JOSE HERNANDEZ	(305) 755-5465
55	MIAMI AIRPORT BLDG 700	MDAD	\$	23,100.47	100%	2009	MIKE GOMEZ	(305) 876-8357
56	CALEB CENTER - LOBBY ENCLOSER	GENERAL SERVICES ADM	\$	191,872.80	100%	2011	PATRICIA CICERO	(305) 375-5893
57	GWEN CHERRY PARK AQUATIC CENTER	MD PARKS & REC	\$	625,375.00	100%	2011	RICHARD CABRERA	(305) 755-5464
58	SEAPORT WHARF ACCESS	MD SEAPORT	\$	1,515,365.00	100%	2012	SAMEER MAJEED	(305) 347-4885
59	SEAPORT C3	MD SEAPORT	\$	1,496,060.00	100%	2012	NICK PEREZ	(305) 347-3238
60	SEABOARD MARINE CARGO TERM REDEVELOP	MD SEAPORT	\$	4,479,553.00	100%	2012	KARI GARLAND	(305)-347-3235
61	SEAPORT WHARF ACCESS BRIDGE/PARKING	MD SEAPORT	\$	206,106.00	100%	2012	PEDRO ROMAN	(305)-347-3243
62	40 YEAR RECERTIFICATION BLDG #2	MD TRANSIT	\$	84,402.50	100%	2012	GEORGE MALDONA	(786) 473-4369
8	MIA UPPER & LOWER DRIVE	MIA MCC	\$	232,100.00	100%	2012	GREG TAI	(305)-876-8444
64	ARRA Municipalities GROUP C - BUS SHELTERS	MD TRANSIT	\$	377,338.07	100%	2013	JAVIER SALMON	(305)-375-3111
66	MIA - CHILER Package B	MCM, LLC	\$	42,460.00	100%	2014	JOSE MORALES	(305)-541-0000
67	MIA - CHILLER Package J	MCM, LLC	\$	25,500.00	100%	2014	JOSE MORALES	(305)-541-0000
74	PARK & RIDE FACILITY AT FLORIDA CITY	MD TRANSIT	\$	2,991,894.30	100%	2014	JAVIER SALMON	(305)-375-3111
69	PARKSIDE I EXTERIOR STAIR REPLACEMENT	MDHA	\$	97,494.55	100%	2014	MARCOS CAINES	(786) 469-4123
70	WESTWIND LAKE PHASE I	MIAMI DADE COUNTY	\$	545,221.10	100%	2014	MERCEDES BARREI	(305)-375-1733
72	DRAINAGE IMPROVEMENT PROJECT	MIAMI DADE COUNTY	\$	435,790.98	100%	2014	ALFONSO DUARTE	(305) 375-2392 EXT 4684
75	MULTIPLES SITES 20130163	MIAMI AVIATION DEPART.	\$	150,000.00	100%	2015	Ana M. Finol	(305) 876-8310
80	Curtiss Mansion Site Improvements	City of Miami Springs	\$	346,608.91	100%	2016	Tammy romero	305-805-5035

CONTRACTOR: FLORIDA CONSTRUCTION & ENGINEERING, INC.

FLORIDA CONSTRUCTION & ENGINEERING, INC.

<u>OWNER</u>	<u>DEPARTMENT</u>	<u>JOB VALUE</u>	<u>% Comp.</u>	<u>Contact</u>	<u>Contact #</u>
1 KINGS BAY STREETScape IMPROVEMENTS	CITY OF CORAL GABLES	\$ 397,649.25	99%	Julia Abraham	(305) 460-5059
2 PARKING GARAGE 2&6	CITY OF CORAL GABLES	\$ 1,405,810.16	99%	Ernesto Pino	(305) 460-5000
3 DRAINAGE IMP. SW 55 ST 7 185TH WAY	SOUTHWEST RANCHES	\$ 138,516.81		EMILY McCORD	(954) 343-7453
4 CALUSA PARK	SOUTHWEST RANCHES	\$ 105,116.00		EMILY McCORD	(954) 343-7454

Appendix #1

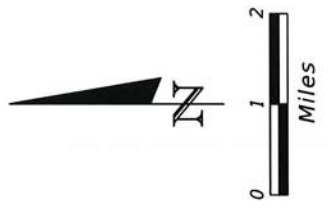
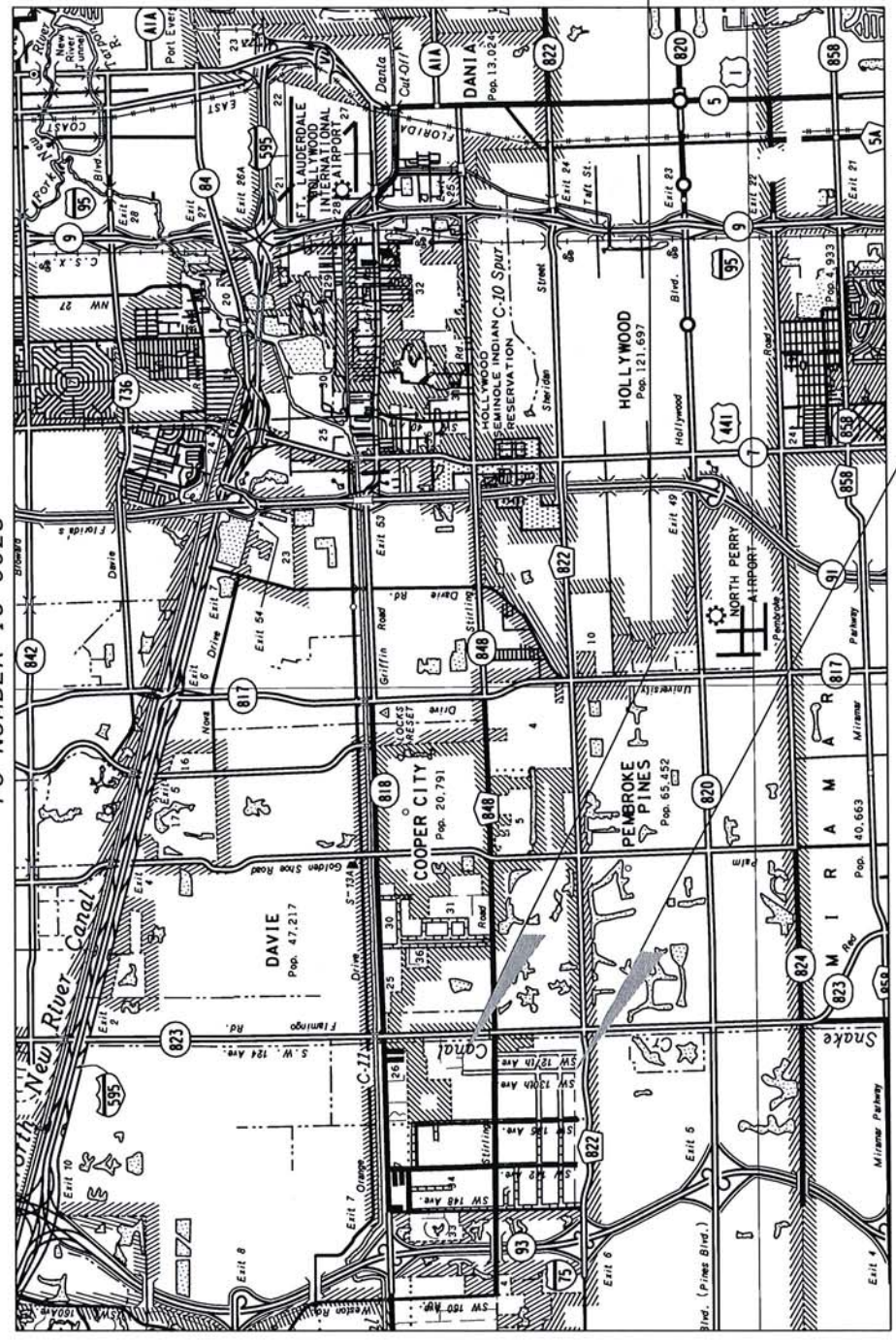
over 3
FCE

COMPONENT
WAY PLANS
DESCRIPTION
ET
Y OF PAY ITEMS
SECTIONS
NOTES/DRAINAGE STRUCTURES
SECTIONS

BROWARD COUNTY
SW 130th AVE (MELALEUCA RD)
SW 127th AVE (APPALOOSA TRL)
SW 128TH ST
SW 130TH AVE
SW 56th ST

LOCATION OF PROJECT

PO NUMBER 16-0028



ROADWAY TO BE
ERDMAN
5405 OK
WEST Pk
561-753
PLANS
ERDMAN
5405 OK
WEST Pk
561-753
VENDOR
CERT IF

END PROJECT
NOTE: HAVE
DESIGN CRIT
MANUAL OF
FOR DESIGN
FOR STREET
DATED MAY

FEDERAL HIC
MANUAL ON
DATED 5/20

ROADWAY
ENGINEER

NOTE: LENGTH OF PROJECT IS BASED ON
THE BASELINE CONSTRUCTION STATIONING

LENGTH OF PROJECT		
ROADWAY	LINEAR FEET	MILES
	15,547.60	3.030

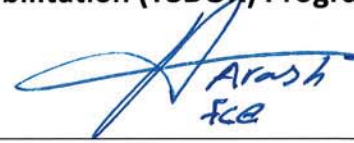
KEY SHEET REVISIONS	
DATE	DESCRIPTION
03/08/2017	Pre-Bid Revision

THWEST RANCHES
JNCIL

McKAY
AYOR)
REITKREUZ
MAYOR)
SCHROEDER
'L MEMBER)
ABLONSKI
'L MEMBER)
' FISKELLI
'L MEMBER)

DS AND SPECIFICATIONS:
Transportation, 2016 Design Standards and
as amended herein, and 2015 Standard
and Bridge Construction, as amended by
of
is click on the "Design Standards" link
site:
.flus/rddesign/
specifications for Road and Bridge
the "Specifications" link at the

TOWN OF SOUTHWEST RANCHES, FLORIDA
IFB Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program
IFB No. 17-002



ADDENDUM 2

Provided below are responses to questions asked during the March 7, 2017 pre-bid meeting and received after the meeting. All questions addressed were received prior to the March 14, 2017 questions and answer deadline. A copy of the meeting attendee list is also attached. Additionally, IFB No. 17-002 is revised to move certain drainage items from the base bid to Bid Add Alternate 3.

Questions and Answers

1. *What is the engineer's cost estimate for the project?*

Answer: Please refer to attachment on page 2

2. *What is the Town's Budget for the project?*

Answer: The estimated budget is \$450,000. Please refer to page 21 of the Town's budget book posted on the website (see link below for your convenience).

<http://southwestranches.org/wp-content/uploads/2013/05/Adopted-Budget-Fiscal-Year-2016-2017.pdf>

3. *Are there any union requirements for the project?*

Answer: There are no stated or specific union requirements indicated the IFB.

4. Bid Add Alternate 3 is added. Please refer to attachment on page 6. This Bid Addendum separates the drainage bid items from the base roadway bid items. The drainage quantities are unchanged.

Attachments:

Engineer's Cost Estimate
Add Alternate 3
March 7, 2017 Pre-Bid Meeting Attendee List



Reference Questionnaire

(Please have a minimum of three (3) references complete this form and submit with Bid documents)

Giving reference for: Florida Construction And Engineering Inc.
(name of company)

Firm giving Reference: City Of Homestead Parks And Recreation
Address: 350 S.E. 6 Ave. Homestead, Fl. 33033
Phone: 305-224-4570
Fax: 305-224-4581
Email: d.maytan@CityOfHomestead.com

1. Q: Name of project and scope of services, what was the awarded dollar value?
A: Harris Field Bathrooms
Blakley Park Bathrooms
2. Q: Did the vendor meet the project budget and what was the project budget?
A: Yes. \$144,000.00 \$150,000.00
3. Q: Have there been any change orders, and if so how many?
A: Yes - 1
4. Q: Did they meet the project deadline?
A: Yes
5. Q: Was the project manager easy to get in contact with?
A: Yes. Always there when you called him.
6. Q: Would you use them again?
A: Yes
7. Q: Overall, what would you rate their performance? (Scale from 1-5)
A: ☐ 5 Excellent ☒ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable
8. Q: Is there anything else we should know, that we have not asked?
A: Great Company to work with on projects

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Dennis Ray Title: Director Of Parks And Recreation
Print Name: Dennis Ray Maytan Jr. Date: 6-2-15



Reference Questionnaire

(Please have a minimum of three (3) references complete this form and submit with Bid documents)

Giving reference for: FLORIDA CONSTRUCTION & ENGINEERING
(name of company)

Firm giving Reference: YDT.
Address: 701 HW 1ST CT.
Phone: 786 47347110
Fax:
Email: J SALMON @ MIAMI.DADE. GOV.

1. Q: Name of project and scope of services, what was the awarded dollar value?
A: 344 PARK & RIDE \$ 2.9 MILLION.
2. Q: Did the vendor meet the project budget and what was the project budget?
A: yes
3. Q: Have there been any change orders, and if so how many?
A: NO.
4. Q: Did they meet the project deadline?
A: yes
5. Q: Was the project manager easy to get in contact with?
A: yes
6. Q: Would you use them again?
A: yes
7. Q: Overall, what would you rate their performance? (Scale from 1-5)
A: ☐ 5 Excellent ☒ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable
8. Q: Is there anything else we should know, that we have not asked?
A: RESPONSIBLE & VERY KNOWLEDGABLE

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: [Signature] Title: YDT PROJECT MANAGER

Print Name: JAVIER SALMON Date: JUNE 2ND / 2015.

Reference Questionnaire

(Please have a minimum of three (3) references complete this form and submit with Bid documents)

Giving reference for: Florida Construction & Engineering, Inc
(name of company)

Firm giving Reference: Miami Dade County Park & Recreation
Address: 11395 SW 79th Street, Miami, FL 33173
Phone: 305-596-4460 Ext. 239
Fax: 305-270-4910
Email: dc93@miamidade.gov

1. Q: Name of project and scope of services, what was the awarded dollar value?

A: Princetonian Park

2. Did the vendor meet the project budget and what was the project budget?

A: \$142,021.00, yes

3. Have there been any change orders, and if so how many?

A: yes, 3

4. Q: Did they meet the project deadline?

A: yes

5. Q: Was the project manager easy to get in contact with?

A: yes

6. Q: Would you use them again?

A: yes

7. Q: Overall, what would you rate their performance? (Scale from 1-5)

A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

8. Q: Is there anything else we should know, that we have not asked?

A: NO

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: [Signature] Title: Construction Supervisor

Print Name: Dan Crawford Date: 2/18/2014

Reference Questionnaire

(Please have a minimum of three (3) references complete this form and submit with Bid documents)

Giving reference for: Florida Construction & Engineering, Inc.
(name of company)

Firm giving Reference: Miami Dade Aviation Department

Address: P.O. Box 592075

Phone: 305-876-7840

Fax: 305-876-0347

Email: WSAdetsky@Miami-DadeAirport.com

1. Q: Name of project and scope of services, what was the awarded dollar value?
A: TERMINAL "E" MIAMI INTER
2. Q: Did the vendor meet the project budget and what was the project budget?
A: Yes
3. Q: Have there been any change orders, and if so how many?
A: NO
4. Q: Did they meet the project deadline?
A: Yes
5. Q: Was the project manager easy to get in contact with?
A: Yes
6. Q: Would you use them again?
A: Yes
7. Q: Overall, what would you rate their performance? (Scale from 1-5)
A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable
8. Q: Is there anything else we should know, that we have not asked?
A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Walter Sadecky Title: PROJECT MANAGER

Print Name: WALTER SADECKY Date: 2/18/2014

Reference Questionnaire

(Please have a minimum of three (3) references complete this form and submit with Bid documents)

Giving reference for: Florida Construction & Engineering, Inc.
(name of company)

Firm giving Reference: MDFRD

Address: 9300 NW 41st Street

Phone: 786-331-4509

Fax: 786-331-4501

Email: Edward.villareal@miamida.gov

1. Q: Name of project and scope of services, what was the awarded dollar value?

A: Fire station # 49 in pinecrest.

2. Did the vendor meet the project budget and what was the project budget?

A: Yes \$875,500

3. Have there been any change orders, and if so how many?

A: Yes 3 within the contingency/allowance

4. Q: Did they meet the project deadline?

A: yes

5. Q: Was the project manager easy to get in contact with?

A: yes

6. Q: Would you use them again?

A: yes

7. Q: Overall, what would you rate their performance? (Scale from 1-5)

A: ☐ 5 Excellent ☒ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

8. Q: Is there anything else we should know, that we have not asked?

A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Edward Villareal

Title: Construction Manager

Print Name: Edward Villareal

Date: 02/18/2014

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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
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: December Lauretano-Haines, Parks, Recreation, and Open Space Coordinator
DATE: 4/27/2017
SUBJECT: PUBLIC RIGHT OF WAY TREE PRUNING

Recommendation

It is requested that Council consider approval of a proposal by Prestige Property Maintenance, Inc. for public Right-of-Way Tree Pruning.

Strategic Priorities

D. Improved Infrastructure

Background

The Town's Urban Forestry Management plan provides for annual pruning maintenance of trees on public property on a rotating basis and this maintenance is now due to be completed. In accordance with unit prices in their current maintenance contracts, Prestige Property Maintenance has provided their comprehensive proposal for this scheduled maintenance. Staff and the Contractor have prioritized trees to be pruned and Contractor's proposal is in accordance with unit prices in the contract.

Fiscal Impact/Analysis

Tree maintenance is a budgeted line item in the PROS 2017 budget. The Prestige work would be completed with budgeted funds in the amount of \$30,147 from Tree Maintenance/Preservation (001-3600-572-46050)

Staff Contact:

December Lauretano-Haines, Parks Recreation and Open Space Coordinator

ATTACHMENTS:

Description	Upload Date	Type
Reso - Tree Pruning - TA Approved	4/13/2017	Resolution
Proposal	4/7/2017	Backup Material

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PROPOSAL IN THE AMOUNT OF THIRTY THOUSAND, ONE HUNDRED FORTY-SEVEN DOLLARS AND ZERO CENTS (\$30,147.00) FOR PUBLIC RIGHT-OF-WAY TREE PRUNING BY PRESTIGE PROPERTY MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town's Urban Forestry Management plan provides for annual pruning maintenance of all trees on public property on a rotating basis; and

WHEREAS, In February 2015, in compliance with the Town's procurement procedures, the Town entered into Agreements for the provision of Town-Wide Rights of Way and Parks and Property Maintenance Services by Prestige Property Maintenance, Inc. ("Prestige"); and

WHEREAS, Prestige has provided a proposal for public Right-of-Way tree pruning in accordance with line-item pricing set forth in the Agreements and with work priorities set by the Town; and

WHEREAS, the project is funded in the Parks Recreation and Open Space - General Fund budget for the current fiscal year 2016-2017; and

WHEREAS, Prestige and the Town desire to enter into an Agreement for the provision of public Right-of-Way tree pruning under the terms and conditions set forth in the Agreements and proposal attached hereto as Exhibit "A";

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 an Agreement between the Town of Southwest Ranches and Prestige Property Maintenance, Inc. in substantially the same form as that attached hereto as Exhibit "A", for public Right-of-Way Tree Pruning in the amount of Thirty Thousand, One Hundred Forty-Seven Dollars and Zero Cents (\$30,147.00) and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

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

Ranches, Florida, this ____ day of _____, 2017, on a motion by _____ and
seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

114002900.1



3300 SW 46 Ave
Davie, FL 33314-2215
Tel: 954-584-3465
Toll Free: 800-972-5331
Fax: 954-584-2185
www.prestigepmm.com

TOWN OF SOUTHWEST RANCHES

April 6, 2017

Public Works

13400 Griffin Road

Southwest Ranches, Florida 33330

(954) 34

3-7452 via e-mail: dlauretano@southwestranches.org

ATTN: December Lauretano-Haines

RE: Tree Pruning

As per our drive through request tree removal and pruning throughout SOUTHWEST RANCHES, I am submitting the following proposal for your consideration:

PRIORITY # 1: SW 162nd Avenue

- Right of way clearance of areca palms, bishofia, callistemon, etc. for oversized vehicles. Clearing and side arm style clean up of select areas on east side of road

Total for Priority # 1

\$ 1,600.00

PRIORITY # 2: Griffin Road - Flamingo Road to SW 188 Avenue

- Trimming of bauhينيا, gumbo limbo, green buttonwood, live oak, cypress, royal poinciana and sabal palms in median, south side berms and 3 lake areas
- Removal of dead trees to include 6 slash pines, 3 gumbo limbo, 2 poinciana and 5 sabal palms
- Removal of lead trees west of SW 166 Avenue in south berm
- Cut back exotics in planted areas, including south berm east of Bonaventure Blvd.

Total for Priority # 2

\$ 25,160.00

PRIORITY # 3:

- Hancock Road (SW 142 Ave from Luray to Old Sheridan St): Trimming of 30 oak trees \$ 1,500.00
- Volunteer Road: Prune approx 74 select oak and mahogany trees , along road, at discretion of City representative, for vehicle and trail clearance. \$ 1,887.00

Total for Priority # 3 \$ 3,387.00

TOTAL FOR THIS PROPOSAL \$ 30,147.00*

* Trimming will be done according to County and National Arborist Association standards. Cost of permits, fees or inspections are not included in this contract. (Tree trimming certificate # A-406)

We appreciate the opportunity to bid your work. In the event any litigation arises out of this agreement, the prevailing party will be entitled to attorneys fees plus and cost associated with. If you have any further questions, please do not hesitate to contact me.

ACCEPTED BY: _____ (Print name)

SIGNATURE / TITLE: _____

DATE: _____

PRESTIGE PROPERTY MAINTENANCE, INC.

Sincerely,



Tom Jacob
Director of Operations



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

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

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 4/27/2017
SUBJECT: Magistrate Compensation Increase

Recommendation

Motion to approve the resolution.

Strategic Priorities

A. Sound Governance

Background

The Town Council appointed Eugene Steinfeld as Special Magistrate on November 9, 2000 to hear matters pertaining to code enforcement and other matters as authorized by the Town Council. The original rate of compensation of \$ 100 per hour was increased to \$125 pursuant to Resolution 2007-058. The Special Magistrate seeks to increase the rate of compensation to \$175 per hour which is in conformity with industry standards.

Fiscal Impact/Analysis

The Special Magistrate's hourly rate is recovered within the Town's hearing fee schedule.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Special Magistrate Compensation Reso - TA Approved	4/19/2017	Resolution

RESOLUTION NO. 2017-0

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2007-058, RELATING TO THE TOWN'S HOURLY COMPENSATION RATE SCHEDULE FOR SPECIAL MAGISTRATE SERVICES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 9, 2000, pursuant to Resolution No. 2001-3, the Town Council set its hourly compensation rate schedule for Special Magistrate services at \$100 per hour; and

WHEREAS, on April 19, 2007, pursuant to Resolution No. 2007-58, the Town Council increased its hourly compensation rate schedule for Special Magistrate services, to \$125 per hour; and

WHEREAS, the Town Council wishes to modify its hourly compensation rate schedule from \$125 per hour to \$175 per hour, which is in conformity with industry standards; and

WHEREAS, the Town's Special Magistrate's hourly compensation rate is recovered within the Town's hearing fee schedule; and

WHEREAS, the Town Council believes that this compensation rate amendment is in the best interest of the health, safety, and welfare of its residents.

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 amends Resolution No. 2001-3 to set the compensation rate schedule for the Town's Special Magistrate at \$175 per hour.

Section 3: Conflicts. All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 4: 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 _____, 2017, on a motion by

_____ and seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney



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

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

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: December Lauretano-Haines, PROS Coordinator
DATE: 4/27/2017
SUBJECT: Playground Safety Surfacing Material

Recommendation

It is requested that Council consider approval of procurement of playground surfacing material from A & A Playgrounds for the Sunshine Ranches Equestrian and Country Estates Fishing Hole Parks.

Strategic Priorities

D. Improved Infrastructure

Background

The Town's Parks Maintenance program provides for periodic replenishment of safety surfacing material within playgrounds and this maintenance is now due to be completed. The Town solicited competitive proposals from Playmore Recreational Products and Services, Landscape Structures, Inc./Rep services, Inc., and A & A Playgrounds. Upon review of all proposals, A & A Playgrounds' proposal provides the highest amount of surfacing material at the most competitive pricing for the combined products and services sought, including purchase, freight, site-off loading, and installation necessary for completion of the project.

Fiscal Impact/Analysis

Playground safety surfacing material is a budgeted item in the PROS Fiscal Year 2017

approved budget. The work would be completed utilizing the full \$21,000 of budgeted funds from the Miscellaneous Maintenance (001-3600-572-46110) account.

Staff Contact:

December Lauretano-Haines,
Parks Recreation and Open Space Coordinator

ATTACHMENTS:

Description	Upload Date	Type
Playground Reso - TA Approved	4/13/2017	Resolution
Comparison of Proposals	4/4/2017	Backup Material

RESOLUTION NO. 2017 – XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF PLAYGROUND SAFETY SURFACING MATERIAL FOR THE SUNSHINE RANCHES EQUESTRIAN AND COUNTRY ESTATES FISHING HOLE PARKS FROM A & A PLAYGROUNDS FOR AN AMOUNT NOT TO EXCEED TWENTY ONE THOUSAND DOLLARS AND ZERO CENTS (\$21,000.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town's parks management program provides for periodic replenishment of playground safety surfacing material; and

WHEREAS, the project is funded in the Parks Recreation and Open Space - General Fund budget for the current fiscal year 2016-2017; and

WHEREAS, the Town solicited competitive proposals from Playmore Recreational Products and Services, Landscape Structures, Inc./Rep services, Inc., and A & A Playgrounds; and

WHEREAS, upon review of all proposals, A & A Playgrounds has provided the most competitive pricing for combined products and services in the project; and

WHEREAS, A & A Playgrounds and the Town desire to enter into an Agreement for the provision of playground safety surfacing material under the terms and conditions set forth in the proposals attached hereto as Exhibit "A";

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 procurement from A & A Playgrounds for use in the Sunshine Ranches Equestrian and Country Estates Fishing Hole Parks for an amount not to exceed \$21,000.

Section 3. The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary 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 _____, 2017, on a motion by _____ and seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

114002906.1

EXHIBIT A
Town of Southwest Ranches
Sunshine Ranches Equestrian Park and Country Estates Fishing Hole Park
Playground Surface Material purchase and installation
Comparison of Proposals

A&A Playgrounds	
Manufacturer	Irvine Wood Recovery
Equipment Product Line	Engineered Wood Fiber for playground
Cooperative Purchasing	N/A
Purchase Lump sum (500 CY= 42.00 / CY delivered & installed)	\$ 21,000.00
Install	included
Shipping	included
TOTAL Purchase, shipping and Install*	\$ 21,000.00
Total price per cubic yard: purchased, shipped, installed:	\$ 42.00
Playmore Recreational Products	
Manufacturer	unspecified
Equipment Product Line	Engineered Wood Fiber for playground
Cooperative Purchasing	Manatee County Schools #16-0025-MR
Purchase 425 CY @ \$27.73 / CY	\$ 11,785.25
Install 425 CY @ \$15 / CY	\$ 6,375.00
Shipping	\$ 2,815.00
TOTAL Purchase, shipping and Install	\$ 20,975.25
Total price per cubic yard: purchased, shipped, installed:	\$ 49.35
Rep Services, Inc.	
Manufacturer	Irvine Wood Recovery
Equipment Product Line	Engineered Wood Fiber for playground
Cooperative Purchasing	Clay County #13/14-8
Purchase 385 CY @ \$26.13 / CY	\$ 10,058.13
Install 385 CY @ \$15 / CY	\$ 5,775.00
Shipping	\$ 5,040.00
TOTAL Purchase, shipping and Install	\$ 20,873.13
Total price per cubic yard: purchased, shipped, installed:	\$ 54.22

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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
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 4/27/2017
SUBJECT: Country Estates Park Ballfield Improvements

Recommendation

To place this item on the agenda for Council consideration and approval to enter into an agreement with Weekley Asphalt Paving Inc. (Weekley) for the Country Estates Park Ballfield Improvements.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

Background

The Town purchased Country Estates Park in 2004 with grant funds from Broward County and Florida Communities Trust. A playground, restroom, picnic pavilion, nature trail, multipurpose trail, and parking improvements have already been constructed in the park as part of the Town's committed responsibilities per grant requirements.

On March 1, 2017, the Town advertised Invitation for Bid (IFB) 17-004 for the Country Estates Park Ballfield Improvements. On April 3, 2017, the Town received one (1) response. Weekley Asphalt Paving Inc.'s revised bid tabulation, as negotiated and modified, and as the

lowest responsive and responsible bid, came in at \$143,170.25.

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

The Recreation, Forestry, and Natural Resources Advisory Board has prioritized this project.

Fiscal Impact/Analysis

The Town budgeted \$150,000 for this improvement in the FY 2017-2018 Town Budget in Account # 301-5300-572-63200 (Infrastructure – Country Estates Park). The Town was awarded a \$50,000 Florida Recreation Development Assistance Program (FRDAP) grant and the Aster Knight Parks Foundation graciously donated \$20,000 to develop the ballfields in Country Estates Park. Surveying, engineering design, and permitting costs totaled \$6,829.75. After the appropriation of funds to cover these respective soft costs, the remaining budget for the completion of the project is \$143,172.25.

Weekley Asphalt Paving Inc.'s original bid came in at \$160,831.10. However, after discussing financial limitations, Weekley reduced their bid amount to \$143,170.25. The overall savings came out to an 11% reduction. The project is anticipated to be constructed within budget and on schedule.

Staff Contact:

Rod Ley, P.E., Town Engineer

December Haines, PROS Coordinator

Emily Aceti, Community Services Coordinator

ATTACHMENTS:

Description	Upload Date	Type
CE Ballfields Reso - TA Approved	4/18/2017	Resolution
Agreement	4/17/2017	Agreement

RESOLUTION NO. 2017-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED FORTY-THREE THOUSAND ONE HUNDRED SEVENTY DOLLARS AND TWENTY-FIVE CENTS (\$143,170.25) WITH WEEKLEY ASPHALT PAVING, INC. TO COMPLETE THE COUNTRY ESTATES PARK BALLFIELD IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town purchased Country Estates Park in 2004 with grant funds from Broward County and Florida Communities Trust; and

WHEREAS, the Town has grant requirements to develop the Country Estates Park; and

WHEREAS, the Town was awarded a \$50,000 Florida Recreation Development Assistance Program (FRDAP) grant to develop ballfields in Country Estates Park; and

WHEREAS, the Aster Knight Parks Foundation graciously donated \$20,000 to develop the ballfields in Country Estates Park; and

WHEREAS, this project is specifically named in the FY 2017-2018 Town Budget; and

WHEREAS, the Town budgeted \$150,000 for this improvement in Account # 301-5300-572-63200 (Infrastructure – Country Estates Park); and

WHEREAS, surveying, engineering and permitting costs total \$6,829.75; and

WHEREAS, on March 1, 2017, the Town advertised Invitation for Bid (IFB) 17-004 for the Country Estates Park Ballfields; and

WHEREAS, on April 3, 2017, the Town received one (1) response; and

WHEREAS, after reviewing the bid, it was determined that Weekley Asphalt Paving Inc. was the lowest responsive and responsible bidder that met the requirements of IFB 17-004; and

WHEREAS, Weekley Asphalt Paving, Inc.'s revised bid tabulation came in at \$143,170.25; 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 Recreation, Forestry, and Natural Resources Advisory Board has prioritized this project; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby approves an Agreement in the amount of One Hundred Forty-Three Thousand One Hundred Seventy Dollars and Twenty-Five Cents (\$143,170.25) with Weekley Asphalt Paving, Inc. for the Country Estates Park Ballfields, in accordance with the terms and conditions contained within the procurement and the Agreement attached hereto as Exhibit "A", which is incorporated herein by reference.

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 _____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

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EXHIBIT "A"
AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
WEEKLEY ASPHLAT PAVING, INC
FOR
COUNTRY ESTATES BALLFIELDS

IFB No. 17-004

**AGREEMENT FOR
COUNTRY ESTATES BALLFIELDS**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 27th day of April 2017 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Weekley Asphalt Paving, Inc (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to furnish two (2) seeded athletic fields at Country Estates Park with associated concrete sidewalk providing American Disabilities Act (ADA) access. Project elements also consist of grading, framework and concrete sidewalk installation, tree protection, earthwork, clearing, and installation of erosion control measures (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 17-004 on March 1, 2017 (“IFB”); and

WHEREAS, one (1) bid was received by the Town on April 3, 2017; and

WHEREAS, the Town has adopted Resolution No. 2017- ____ at a public meeting of the Town Council approving the recommended award and has selected Weekley Asphalt Paving, 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

IFB 17-004

regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

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

Section 2: Term of this Agreement and Agreement Time

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

COUNTRY ESTATES BALLFIELDS

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

IFB 17-004

Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

- 2.4.2 Given that the parties agree that time is of the essence with respect to this Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

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

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

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;

- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of \$143,170.25 Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4 Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.
- 3.5 A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The

IFB 17-004

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.

IFB 17-004

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

- 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.

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

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

Section 11: Non-discrimination

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

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

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

Section 17: Public Records

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

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

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

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

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

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

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

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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 Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

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

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furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional

shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

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

If to Town:

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

With a copy to:

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

If to Contractor:

Section 33: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any

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compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.

- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

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

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

- C. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall

not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

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

[Signatures on next page]

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Weekley Asphalt Paving, Inc, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 27th day of April 2017.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____ (title)
____ day of _____ 201__

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
____ day of _____ 201__

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 201__

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

March 9, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitzkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

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 Mayor McKay at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Proclamation – Purple Heart City

Luis Colon and Sergeant First Class Julius Sallette (Retired) were on hand to receive the Proclamation.

4. Public Comment

The following member of the public addressed the Town Council: Mary Gay Chaples.

5. Board Reports

Newell Hollingsworth, Chair of the Comprehensive Planning Advisory Board, indicated that the Board will be discussing the five acres owned by the Town and making suggestions to change the Plan that would affect this property. In April, he would like the Board to discuss possible changes to the Plan for the Industrial Use category since the Town has now acquired the former CCA site.

Mary Gay Chaples, Chair of the Recreation, Forestry, and Natural Resources Advisory Board, announced that her Board would also be discussing the 5 acre property owned by the Town.

6. Council Member Comments

Council Member Schroeder was thankful that Sara Fisikelli was feeling better. She congratulated Council Member Jablonski on his showing at the Chili Cook Off event. She felt that Town Council meetings should be cancelled if no items are scheduled for them. Mayor McKay agreed, and believed most residents don't come to meetings unless they have an issue. Prior to that they typically call their Council Members to voice their concerns. He felt that having the meetings even though nothing was scheduled was a waste of staff time.

Vice Mayor Breitzkreuz did not agree with cancelling meetings when nothing was scheduled. He felt that it was critical for scheduled meetings to be held as they provided residents an opportunity to address the Town Council with any of their concerns. He relayed an incident concerning a roof permit on his home. His contractor was very complimentary of CAP

Government, Inc., the Town's contracted building permit services provider. He also advised that in mid-April his family would be having a large family gathering. As part of the gathering he acquired a parking permit from the Town. He was surprised to find that the permit for parking was costlier than the roofing permit and felt that the Town should re-examine these fees.

Council Member Jablonski spoke about the Water Matters event that would be held on March 11th at Tree Tops Park and advised that PROS Coordinator December Lauretano-Haines and Board Member Chris Brownlow would be on hand representing the Town. He advised that the Rolling Oaks Civic Association would be hosting an Easter Egg Hunt at the park on April 1st. Lastly, he felt that scheduled meetings of the Town Council should be held even if nothing is scheduled for them.

Mayor McKay advised that he and Council Member Schroeder would be participating in the Cooper City Founder's Day Parade. He invited everyone to Water Matters Day. He also advised that he, Council Member Schroeder, and Vice Mayor Breitkreuz would be in Tallahassee for Broward Days. Lastly, he was also happy to hear that Sara Fisikelli was feeling better.

7. Legal Comments

Town Attorney Poliakoff advised that the Town was successful in the Second Motion for Summary Judgement hearing in the Pembroke Pines/CCA case. This means that the Town is now going to trial. He wrote a letter to Pembroke Pines to schedule the trial. In that notice a provision exists to seek mediation. Pembroke Pines advised the court that they had already tried mediation and wished to forgo that and go straight to trial. He felt this was going to be a tough trial. A critical component of the Town's argument depended upon the admissibility of an affidavit from Former Executive Associate Director Mead, which proved that the reason that ICE backed out of coming to Southwest Ranches was because of opposition from the City of Pembroke Pines.

8. Administration Comments

Town Administrator Berns spoke about a resident that took issue with the Town's fee of \$170 for a tree removal permit. Upon researching the issue, he advised that the fee was based on two inspections performed by the Town's landscape inspector at \$80 per inspection as well as a \$10 administrative fee. The resident was explained the methodology supporting the fees and was now satisfied with the explanation. He provided an update on the Solid Waste and Bulk Collection RFP, and stated that a pre-bid meeting was held March 2nd. He was hopeful that good proposals would be submitted. He thanked Town Attorney Poliakoff for including enforceable provisions in the contract that would compel satisfactory performance. Regarding the Town Council Meetings, he summarized that no clear consensus of Council was evident to provide direction and therefore he would continue with no changes to current policy. Mayor McKay asked that Town Administrator Berns allow staff to leave early on nights when nothing was scheduled. Town Administrator Berns advised that he often allows staff to leave after the Council Member Comments portion of the meeting as he was never sure when a resident issue would come up that would require staff attention. Council Member Schroeder didn't support having meetings with nothing on them. There was a cost to the Town. She believed we could redo the calendar to reflect that the meeting was cancelled.

9. Approval of Minutes

- a. February 9, 2017 Regular Meeting

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

MOTION: TO APPROVE THE MINUTES AS AMENDED.

10. Adjournment – Meeting was adjourned at 7:58 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 27th day of April, 2017.*

Doug McKay, 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.