



Southwest Ranches Town Council

REGULAR MEETING

Agenda of November 9, 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. **Selection of Vice Mayor**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER GARY JABLONSKI AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

4. **Annual Arbor Day Proclamation**
5. **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.

6. **Board Reports**
7. **Council Member Comments**
8. **Legal Comments**
9. **Administration Comments**

Resolutions

10. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC**

SCHOOL FACILITY PLANNING, BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE {Tabled from the October 26, 2017 Regular Meeting}.

- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2016/2017 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND PRESTIGE PROPERTY MAINTENANCE, INC. FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL TWO (2) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND PRESTIGE PROPERTY MAINTENANCE, INC. FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL TWO (2) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND PRESTIGE PROPERTY MAINTENANCE, INC. FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES; APPROVING AN ADDITIONAL TWO (2) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND RELIANCE CONTRACTORS FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES; APPROVING AN ADDITIONAL TWO (2) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, OPPOSING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S CURRENT PLAN TO**

INSTALL A TRAFFIC SIGNAL AS PART OF THE IMPROVEMENTS PLANNED FOR THE INTERSTATE 75 (I-75) INTERCHANGE AT GRIFFIN ROAD; REQUESTING THAT A COPY OF THIS RESOLUTION BE SENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION; AND PROVIDING AN EFFECTIVE DATE.

17. Witt O'Brien Disaster Debris Monitoring & Financial Recovery Assistance Services

Discussion

18. Town Vendors Taking Adverse Positions

19. Approval of Minutes

- a. September 13, 2017 - First Budget Hearing**
- b. September 13, 2017 - Regular Meeting**
- c. September 28, 2017 - Second Budget Hearing**
- d. September 28, 2017 - Regular Meeting**
- e. October 12, 2017 - Regular Meeting**

20. 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.



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: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 11/10/2016
SUBJECT: Appointment of New Vice Mayor

Recommendation

Town Staff is requesting Town Council's consideration and appointment of Vice Mayor of the Town of Southwest Ranches for the upcoming year.

Strategic Priorities

A. Sound Governance

Background

Section 2.03 of the Town's Charter addresses the position of Vice Mayor. The Vice Mayor shall be elected from among Council Members. It requires a majority vote of the Council. This Resolution serves to comply with the Town's Charter by appointing a new Vice Mayor.

The vote takes place in November of each year. The Vice Mayor shall serve for a period of one year. No Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Appointment of Vice Mayor - TA Approved	11/8/2017	Resolution

RESOLUTION NO. 2018 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER GARY JABLONSKI AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4, 2003 the Town's electorate amended Section 2.03 of the Town's Charter to provide for the annual appointment of the Town's Vice Mayor; and

WHEREAS, on November 7, 2006 the Town's electorate further amended Section 2.03 of the Town's Charter to provide that the Vice Mayor shall be elected from among Council Members for a period of one year by a majority of the Council in November of each year; and

WHEREAS, no Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor; and

WHEREAS, this Resolution serves to comply with the Town's Charter by appointing a new Vice Mayor.

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 appoints Council Member Gary Jablonski as the new Vice Mayor of the Town of Southwest Ranches.

Section 3: This Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this 9th day of November 2017, on a motion by _____

and seconded by _____.

McKay	_____
Jablonski	_____
Breitkreuz	_____
Fisikelli	_____
Schroeder	_____

Ayes	_____
Nays	_____
Absent	_____

Doug McKay, Mayor

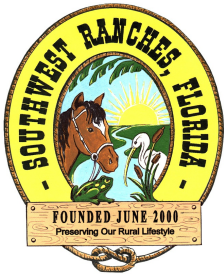
ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney

114525801.1



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

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

Town Council
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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 Open Space Manager
DATE: 10/13/2017
SUBJECT: Annual Arbor Day Proclamation

Recommendation

This proclamation re-establishing the third Friday in January as Southwest Ranches' Arbor Day offered for your consideration and approval.

Strategic Priorities

E. Cultivate a Vibrant Community

Background

December 2007, the Town Council issued a proclamation that every third Friday in January be recognized as Arbor Day in the Town of Southwest Ranches. This proclamation is required annually as part of the Town's re-designation as a "Tree City, USA," which remains a stated goal of the Town's Comprehensive Plan.

Fiscal Impact/Analysis

The Town's annual celebration in observance of Arbor Day, incurs minimal expense – generally below \$1,000 per event.

Funds are available in the Fiscal Year 2018 approved Budget – General Fund account #001-1400-512-48110 (Town Events).

Staff Contact:

December Lauretano-Haines, Parks Recreation and Open Space Manager

ATTACHMENTS:

Description	Upload Date	Type
Annual Arbor Day Proclamation	11/3/2017	Presentation

PROCLAMATION

TOWN OF SOUTHWEST RANCHES

Arbor Day

WHEREAS, in 1872, Sterling Morton Proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, is now observed throughout the Nation and the world; and

WHEREAS, in accordance with the Policies and Goals of the Town of Southwest Ranches' Comprehensive Plan, Adopted May 8, 2003, the Town set forth measurable objectives for the protection and enhancement of critical ecological systems integral to South Florida's and the Town's natural environment, including the maintenance and improvement of Air Quality by increasing tree coverage in the Town and by meeting the standards to become recognized by the National Arbor Day Foundation as a "Tree City USA;" and

WHEREAS, on December 20, 2007, Southwest Ranches was recognized as a Tree City USA; and

WHEREAS, continuing to meet the standards for designation as a Tree City USA provides direction for management of the Town's tree resources, encourages public education about tree care, and promotes a sense of pride in the community; and

WHEREAS, Southwest Ranches has continued to meet all standards and requirements for continuing designation as Tree City USA, and will be recognized in 2018 for its twelfth consecutive year; and

WHEREAS, annual proclamation of Arbor Day in Southwest Ranches is a requirement for continuing recognition as Tree City USA; and

WHEREAS, trees reduce the erosion of topsoil, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community.

NOW, THEREFORE, the Mayor and Town Council do hereby proclaim that that annually, the third Friday in January shall be recognized as **Arbor Day** in the Town of Southwest Ranches. Further the Council urges all citizens to celebrate Arbor Day, to support efforts to protect our tree resources, and to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 9th day of November, 2017

DOUG McKAY, MAYOR



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

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

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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: Jeff Katims
DATE: 11/9/2017
SUBJECT: Resolution approving Third Amendment to Interlocal Agreement for School Planning

Recommendation

Approval.

Strategic Priorities

A. Sound Governance

Background

School concurrency is a county-wide program that is intended to ensure that adequate school facilities are available to serve new residential development. Developers may be required to fund capacity additions where adequate capacity does not otherwise exist. However, before a developer can be required to fund capacity enhancements, the school district is first required to find available capacity at neighboring schools, which results in the equivalent of boundary changes. Also, concurrency does not address the problem of schools that were overcrowded before concurrency went into effect in 2008.

School facility planning and concurrency are coordinated among the county, school board and municipalities through an interlocal agreement ("ILA"). The agreement establishes the procedures and rules for school concurrency. Developer mitigation or boundary changes are triggered when a residential development causes a school to exceed 110 percent of its total (gross) capacity, which includes portables. The ILA sunsets this "level of service standard" at

the end of this school year, reverting to the original and more stringent standard of 100 percent permanent capacity (without portables).

The purpose of the present, interim "110 percent gross" standard was to provide the school district with time to phase out many of the district's portable classrooms (noting that there are some portables built to higher standards than others). The school board stated that, due to changes in State funding formulas that have limited the district's ability to construct additional capacity, it adopted a dual level of service standard. The "either/or" standard classifies a school as within capacity if it can meet either the 100 percent permanent or 110 percent gross standard.

This change has been approved by the school board and the county commission, and now must be ratified by at least 21 of the 37 municipal signatories (75 percent of the municipalities that include at least 50 percent of the county's population).

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	10/23/2017	Resolution
Resolution Exhibit	10/2/2017	Exhibit
Summary of changes to ILA	10/2/2017	Backup Material
Oversight Committee Letter	10/2/2017	Backup Material

RESOLUTION NO. 2018-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING, BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEAREAS, the Second Amended Interlocal Agreement For Public School Facility Planning, Broward County, Florida ("ILA") is a cooperative agreement between the Broward County School Board, Broward County Board of County Commissioners, and a large majority of Broward County municipalities for the sharing of development and facility planning information, and enactment of school concurrency; and

WHEREAS, the ILA establishes a countywide standard for determining whether schools have sufficient capacity to accommodate the students that will be generated from new residential developments, and whether a developer must mitigate its student impact under the school concurrency program; and

WHEREAS, the ILA defines the capacity of each school as 100 percent of the gross capacity of the school, which includes the capacity supplied by portable classrooms; and

WHEREAS, the ILA sunsets the use of portable classrooms for determining school capacity at the end of the 2018/2019 school year; thereafter instituting a new capacity limit equal to 110 percent of permanent capacity as defined in the Florida Inventory of School Houses, which excludes the use of portable classrooms; and

WHEREAS, the School Board determined that the 100 percent gross capacity standard is no longer desirable, because the District is not permitted to construct additional capacity using State funds, due to excess capacity District-wide, thereby leaving school boundary changes as the only remaining mechanism to bring schools into compliance; and

WHEREAS, the ILA Oversight Committee, the School Board, and the County Commission each approved a third amendment to the ILA that would institute an alternative school capacity measurement; and

WHEREAS, the alternative measurement ("level of service standard") would define school capacity as either 110 percent of permanent capacity or 100 percent of gross capacity—whichever results in a greater capacity for a given school - for the purpose of administering school concurrency; and

WHEREAS, in order for the proposed amendment to become effective, at least 21 of the 37 municipal signatories (75 percent of the municipalities that include at least 50 percent of the county's population) must approve the amendment.

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

Section 1. Recitals. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. Approval. That the Town Council of the Town of Southwest Ranches hereby approves the proposed amendments to the ILA, attached as Exhibit "A" hereto.

Section 3. Effectuation. 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. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 26th day of October, 2017 on a motion by _____ and seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

Exhibit “A”



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.: L-17.	MEETING DATE	Jun 13 2017 10:05AM - School Board Operational Meeting	Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
	AGENDA ITEM	ITEMS	
	CATEGORY	L. OFFICE OF PORTFOLIO SERVICES	Time
DEPARTMENT	Facility Planning and Real Estate	Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No	

TITLE:
Proposed Third Amended and Restated Interlocal Agreement for Public School Facility Planning

REQUESTED ACTION:
Approve the Proposed Third Amended and Restated Interlocal Agreement for Public School Facility Planning, Broward County, Florida (ILA) as recommended by the Oversight Committee for Implementation of the Second Amended ILA (Oversight Committee).

SUMMARY EXPLANATION AND BACKGROUND:
The proposed amendment to the Second Amended ILA modifies the adopted Level of Service Standard (LOS), which is currently 100% gross Florida Inventory of School Houses (FISH) capacity until the end of the 2018/19 school year and commencing the 2019/20 school year will revert to 110% permanent FISH capacity.

See Supporting Docs for continuation of Summary Explanation and Background.
This Agreement will be executed by the parties after School Board approval. The revisions were generated by staff in coordination with School Board Cadre Attorney Alan Gabriel, and have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
☐ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:
There is no financial impact to the School District. Therefore, this item does not require a Collaboration Form from the Capital Budget Department.

EXHIBITS: (List)
(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Proposed Third Amended and Restated ILA (4) Oversight Committee Recommended Amendment (5) Working Draft Third Amended and Restated ILA Proposed 12-6-2016 (6) Approximate Timeline for Seeking Approval of Amendment to the ILA

BOARD ACTION: APPROVED (For Official School Board Records Office Only)	SOURCE OF ADDITIONAL INFORMATION:	
	Name: Chris O. Akagbosu	Phone: 754-321-2162
	Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature
Leslie M. Brown
5/11/2017, 2:07:52 PM

Approved In Open
Board Meeting On:

JUN 13 2017

By: Abby M. Freedman
School Board Chair

Continuation of Summary Explanation and Background

The proposed amendment changes the LOS to the higher of: 100% gross capacity or 110% permanent capacity at each of the District's bounded public schools. This proposal provides the District with relief in meeting LOS requirements while maintaining public school concurrency in Broward County. Other minor changes to names and processes are also incorporated into the document to ensure consistency with Florida Statutes and administrative protocols that have changed since the Agreement was last amended.

The Working Draft Third Amended and Restated ILA (Proposed 12/6/2016) was approved for transmittal to the Staff Working Group (SWG) by the School Board on January 18, 2017. The working draft received the unanimous support of the SWG and subsequently the Oversight Committee. However, the Oversight Committee recommended one change to the fourth "Whereas Clause" (as depicted in Exhibit 4) in the working draft of the Proposed Third Amended and Restated ILA (Proposed 12/6/2016) to simplify the explanation of the amendment regarding the LOS. It should be noted that this change does not substantively modify the document as was originally proposed by the School Board.

EXECUTIVE SUMMARY

Proposed Third Amended and Restated Interlocal Agreement for Public School Facility Planning

The Second Amended Interlocal Agreement for Public School Facility Planning (ILA) between The School Board of Broward County, Florida, Broward County, and 27 Broward County Municipalities addresses the coordination of growth management issues and the provision and availability of public school facilities in Broward County. In 2010, the ILA was amended to modify the Level of Service Standard (LOS) from 110% permanent Florida Inventory of School Houses (FISH) capacity to 100% gross FISH capacity (including relocatables) until the end of the 2018/19 school year. Commencing in the 2019/20 school year, the LOS reverts back to 110% permanent FISH capacity.

Growth management law requires that the LOS must be achieved and maintained within the period covered by the five-year schedule of capital improvements. For the purposes of public school concurrency (PSC), the adopted Five-Year District Educational Facilities Plan (DEFP) is considered the financially feasible plan which must demonstrate that the District's bounded public schools meet the LOS by the fifth year of the DEFP. Therefore, the District is faced with the challenge of ensuring that each bounded public school operates within the LOS by the due date. Unlike when PSC was first implemented in 2008, the District is no longer permitted to construct additional capacity utilizing State funds due to its excess capacity Districtwide and is left only with the mechanism of school boundary changes to bring schools into LOS compliance. The proliferation of parent choice and charter schools since adoption of the Second Amended ILA have made it such that school boundary changes do not work effectively to shift student enrollment to meet LOS obligations.

In compliance with the directive contained in the current Second Amended ILA to assess the viability of reverting the LOS back to 110% permanent capacity, District staff have worked collaboratively since 2014 with the Oversight Committee and the Staff Working Group (SWG) to consider various options available to address the challenges of meeting LOS obligations. Both entities unanimously support amending the LOS to the higher of: 100% gross capacity or 110% permanent capacity, depending on school type (Alternate LOS) at each of the District's bounded public schools.

The Florida Department of Education and Department of Economic Opportunity concur that Section 163.3180(6), Florida Statutes (F.S.), provides for a school district and its partner local governments **to define school types in the manner that reflects local conditions for the purpose of establishing a uniform, districtwide level-of-service standard for public schools of the same type**. Therefore, to enable implementation of this alternate LOS concept, the amendment defines the school type by the kind of capacity (relocatable or permanent) available on a school's campus, which also determines the school's functional LOS.

The Alternate LOS contained in the Working Draft Third Amended and Restated ILA (Proposed 12/6/2016) was approved by the School Board for transmittal to the SWG and Oversight Committee and as previously stated, received their unanimous support, with only one minor change to better clarify information in a Whereas Clause regarding the LOS. It should be noted that this amendment would reduce but would not eliminate all LOS deficiencies in the District. Additionally, the amendment would only become effective if approval is obtained from the School Board, Broward County and at least seventy-five percent (75%) of the Municipalities which include at least fifty percent (50%) of the population within Broward County (basically at least 21 of the 37 Municipal Signatories).

**THIRD AMENDED
AND
RESTATED
INTERLOCAL AGREEMENT
FOR
PUBLIC SCHOOL FACILITY PLANNING
BROWARD COUNTY, FLORIDA**

2017

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for the
Third Amended and Restated Interlocal Agreement**

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**THIRD AMENDED
AND
RESTATED
INTERLOCAL AGREEMENT
FOR
PUBLIC SCHOOL FACILITY PLANNING
BROWARD COUNTY, FLORIDA**

This Third Amended and Restated Interlocal Agreement (hereinafter referred to as "Third Amended And Restated Agreement") is entered into between The School Board of Broward County, Florida (hereinafter referred to as "School Board"), Broward County, a political subdivision of the State of Florida (hereinafter referred to as "County"); the City Commission or Town Council of the Cities or Towns of Coconut Creek, Cooper City, Coral Springs, Dania Beach, Davie, Deerfield Beach, Fort Lauderdale, Hallandale Beach, Hollywood, Lauderdale-By-The-Sea, Lauderdale Lakes, Lauderhill, Lazy Lake, Margate, Miramar, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Southwest Ranches, Sunrise, Tamarac, Weston, West Park and Wilton Manors (hereinafter referred to collectively as "Municipalities").

RECITALS

WHEREAS, the Interlocal Agreement for Public School Facility Planning, dated April 8, 2003, (the "Original Agreement") established among other things cooperative planning between the School Board, County and the Municipalities and a voluntary school mitigation program to alleviate overcrowded public schools and create necessary classroom capacity; and

WHEREAS, pursuant to the Amended Interlocal Agreement, dated December 7, 2007, the School Board, County and the Municipalities adopted a public school concurrency program which required all new residential development to comply with development review criteria for public school concurrency and among other things, established a countywide level of service standard for each bounded public elementary, middle and high school at 110% permanent Florida Inventory of School Houses ("FISH"); and

WHEREAS, pursuant to the Second Amended Interlocal Agreement, dated February 2, 2010, the countywide level of service standard was temporarily modified and established at 100% gross FISH capacity for each bounded public school until the end of the 2018/2019 school year; and

WHEREAS, the School Board, County and the Municipalities now wish to amend certain provisions in the Original Agreement, as amended, and to restate the Original Agreement, as

amended, and to define the level of service standard to the higher of: 100% gross capacity (including relocatables) or 110% permanent FISH capacity for the purpose of establishing uniform, districtwide level-of-service standards for public schools of the same type and to delete repealed statutory references and certain other clarifications as hereinafter provided; and

WHEREAS, the School Board, the County and Municipalities recognize their mutual interest for the education, nurture and general well-being of the children within their community; and

WHEREAS, the School Board, the County and the Municipalities recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with the approval of residential units in land development, (2) greater efficiency for the School Board and local governments by siting schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating as feasible the construction of new and expanded schools with the road and sidewalk construction programs of the local governments and requiring new or redevelopment projects containing residential developments to construct sidewalks linking the development to school(s) located within a reasonable distance from the development, (4) as feasible, locating and designing schools to serve as community focal points, (5) encouraging developers of new or redevelopment projects containing residential units to build pedestrian friendly developments that will link their projects to schools located within a reasonable distance from the development, and (6) to enable greater efficiency and convenience by collocating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities; and

WHEREAS, the County and Municipalities have jurisdiction for land use and growth management decisions, including the authority to approve or deny comprehensive plan amendments, rezonings, or other development orders that generate students and impact the public school system; and

WHEREAS, the School Board has the constitutional and statutory responsibility to provide a uniform system of free public schools on a countywide basis; and

WHEREAS, Section 1013.33 Florida Statutes, requires that the location of public educational facilities be reviewed for consistency with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

WHEREAS, Sections 163.3177(6)(h) 1 and 2, Florida Statutes, require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.31777 and 1013.33 Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the

district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, pursuant to Sections 163.31777 and 1013.33 Florida Statutes, the School Board, County and Municipalities are required to update their current Public School Interlocal Agreement; and

WHEREAS, pursuant to Florida Statutes, the School Board, County and Municipalities adopted a public school concurrency program; and

WHEREAS, the School Board, County, and Municipalities have further determined that it is necessary and appropriate for the entities to cooperate with each other to coordinate the approval of residential development with the provision of adequate public school facilities in a timely manner and at appropriate locations, to eliminate any identified deficit of permanent student stations, and to provide capacity for projected new growth; and

WHEREAS, Section 1013.33, Florida Statutes, requires that the location of public educational facilities must be consistent with the comprehensive plan and land development regulations of the appropriate local governing body; and

WHEREAS, Florida Statutes requires that prior to establishing a Public School Concurrency program, the School Board, County, and Municipalities adopt an Interlocal Agreement for public school concurrency to satisfy Section 163.31777, Florida Statutes; and

WHEREAS, the County and Municipalities, also referred to collectively as the "Local Governments," are entering into this Third Amended and Restated Agreement in reliance on the School Board's obligation to prepare, adopt and implement a financially feasible capital facilities program that will result in public schools operating at the adopted level of service standard consistent with the timing specified in the School Board's Adopted Five-Year District Educational Facilities Plan (hereinafter referred to as the "District's Five Year Plan"); and

WHEREAS, the School Board has further committed to update and adopt the District's Five Year Plan yearly to add enough capacity in the new fifth year to address projected growth and to adjust the District's Five Year Plan in order to maintain the adopted level of service standard and to demonstrate that the utilization of school capacity is maximized to the greatest extent possible pursuant to Section 1013.35, Florida Statutes; and

WHEREAS, the School Board, County, and Municipalities have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interests of the citizens and students of Broward County, Florida; and

WHEREAS, the Broward County Charter grants county-wide authority regarding land use plan amendments, plats and certain growth management issues to the Broward County Commission and the Commission has authority over other growth management issues in the unincorporated areas of the county; and

WHEREAS, the Municipalities have certain authority regarding local land use plan amendments, rezoning and other growth management issues within their jurisdictional boundaries; and

WHEREAS, the School Board has the responsibility to provide school facilities to insure a free and adequate public education to the residents of Broward County; and

WHEREAS, the School Board, the County, and the Municipalities enter into this Third Amended and Restated Agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency is hereby acknowledged, the parties mutually agree that the following procedures will be followed in coordinating land use and public school facilities planning:

ARTICLE I RECITALS

Section 1

- 1.1 The above recitals are true and correct and are hereby incorporated as a part of this Third Amended and Restated Agreement.

ARTICLE II JOINT MEETINGS

Section 2

- 2.1 A staff working group comprised of staff representatives from the School Board, the County and the Municipalities (hereinafter referred to as "Staff Working Group") will at least annually meet to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning and to comply with public school concurrency requirements, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, ancillary infrastructure improvements needed to support the schools and safe student access. The County and Municipalities will each appoint one representative and an alternate to the Staff Working Group. The School Board of Broward County Superintendent of Schools, or his designee (hereinafter referred to as "Superintendent") will appoint appropriate staff and an alternate to attend and participate in the Staff Working Group meetings. The School Board, County and Municipalities will each have one vote on the Staff Working Group. The School Board staff shall coordinate and be responsible for scheduling such

meeting(s), taking and maintaining the meeting minutes, and providing notification with at least 30 days advance written notice to the appropriate members. The County and Municipalities will assist the School Board as needed in addressing the needs and carrying out the functions of the Staff Working Group. Representative(s) from the Broward County Planning Council, the South Florida Regional Planning Council, and other applicable agencies will also be notified and invited to attend and participate in the Staff Working Group meetings and functions, but shall not be considered members of the Group, and as such, shall have no vote. The joint workshop sessions will also be opportunities for the County, the Municipalities and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding school facilities planning, offsite improvements and public school concurrency issues. A written report regarding implementation of the Third Amended and Restated Agreement will be prepared by the Staff Working Group and provided to the Oversight Committee referenced in Article XI of this Third Amended and Restated Agreement. Such report shall be the basis for the annual report issued by the Oversight Committee as required by Article XI of this Third Amended and Restated Agreement.

- 2.2 Monitoring and evaluation of the school concurrency process is required pursuant to Section 163.3180(6)(a), Florida Statutes. The Staff Working Group shall, by December 31st of each year, be responsible for preparing the annual assessment report on the effectiveness of School Concurrency. The report shall be a part of the report cited in Subsection 2.1 above, and will be presented to the Oversight Committee.

ARTICLE III

STUDENT ENROLLMENT AND POPULATION PROJECTIONS

- 3.1 In fulfillment of their respective planning duties, the School Board, the County and the Municipalities agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five-year population and student enrollment projections shall be revised regularly and shared at the Staff Working Group meeting described in Subsection 2.1.
- 3.2 The Superintendent shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136 Florida Statutes, where available, as modified by the Superintendent based on development data coordinated with the local governments. The Superintendent may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request, the Superintendent will coordinate with the County and Municipalities regarding development trends and future population projections.

- 3.3 The County will continue to provide population projections that will be utilized to verify the geographic distribution of School Board student projections countywide.

ARTICLE IV

COORDINATING AND SHARING OF INFORMATION

Section 4

- 4.1 Tentative District Educational Facilities Plan: Commencing no later than July 30, 2009, and annually thereafter, the Superintendent shall submit to the County and to each Municipality the tentative District Educational Facilities Plan (hereinafter referred to as the "Tentative Plan"). Upon providing the Tentative Plan to local governments and giving proper notice to the public and opportunity for public comment, the School Board may amend the Tentative Plan to revise the priority of projects, to add, or delete projects, to reflect the impact of change orders, or to reflect the approval of new revenue sources which may become available. The Tentative Plan will be consistent with the requirements of Section 1013.35 Florida Statutes, and include, an inventory of existing school facilities, projected five-year student enrollment projections apportioned by school and geographic area, Florida Inventory of School Houses for each school as approved by the Department of Education, the number of portables in use at each school, the number of portables projected to be in use at each school, five-year capital improvements for pertinent schools, planned new schools, general locations of new schools for the five, ten, and twenty-year time periods, the School District unmet needs and options to reduce the need for additional permanent student stations. The Tentative Plan will also include a financially feasible district facilities work program for a five-year period. The County and Municipalities shall review the Tentative Plan and send written comments to the Superintendent within 30 days after receipt of the draft Tentative Plan, on the consistency of the Tentative Plan with the local comprehensive plan, and whether a comprehensive plan amendment will be necessary for any proposed educational facility for consideration prior to the final adoption hearing.
- 4.2 Information regarding schools scheduled for renovations shall be provided in the Tentative District Educational Facilities Plan.
- 4.3 Educational Plant Survey: At least one year prior to preparation of the Educational Plant Survey which is updated every five (5) years, the Staff Working Group established in Subsection 2.1 will, upon request from the School District, assist the Superintendent in preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, Florida Statutes, and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the applicable land use plan.

- 4.4 Growth and Development Trends: Commencing August 31, 2007 and annually thereafter, the County in conjunction with the Municipalities shall provide the Superintendent with a report on growth and development trends within their jurisdiction. This report may be in tabular and/or graphic, and textual formats and include, but not be limited to the following information, if available:
- (a) The total number of ongoing and remaining residential development units, plat name and number, subdivision name, type, number and mix of bedrooms, expiration date of the development order, section, township and range, and survey or location map;
 - (b) The total number of certificate of occupancy (CO's) issued to date for each ongoing or remaining residential development units by plat name and number, subdivision name, type, number and mix of bedrooms, section, township and range, and survey or location map;
 - (c) The projected phasing of the CO's issued for each ongoing or remaining residential development units for the remaining portion of the year, and by year for the next five years by plat name and number, subdivision name, type, number and mix of bedrooms, section, township and range, and survey or location map;
 - (d) The projected development or potential redevelopment of vacant or other developed land;
 - (e) Residential properties undergoing plat review by plat name and number;
 - (f) Information regarding the conversion or redevelopment of housing or other structures into residential units likely to generate new students; and
 - (g) The identification of any development order(s) issued which contain a requirement for the provision of a school site as a condition of development approval.
- 4.5 Quarterly, the County will provide by correspondence to the Superintendent, the list of all residential plat(s) granted approval by the Broward County Commission during that preceding quarter. At a minimum, the information shall contain the plat name, plat number, residential type, number of units and date of approval. If no plat was approved during the quarter, the County will send correspondence indicating so.
- 4.6 No later than the 15th of each month, after the approval of any land use plan amendment(s), the County will provide by correspondence to the Superintendent, the list of land use plan amendment(s) adopted or denied by the Broward County Commission. At a minimum, the information shall contain the amendment number, residential type, number of residential units if applicable, date adopted, and the effective date of the new land use designation.

ARTICLE V

SCHOOL SITE SELECTION, SIGNIFICANT RENOVATIONS, AND POTENTIAL SCHOOL CLOSURES

Section 5

- 5.1 School Board staff will review potential sites for new schools and proposals for potential closure of existing schools and significant renovations consistent with School Board Policy 5000, to be amended consistent with this Third Amended and Restated Agreement and as may be amended from time to time. The recommendations will be included in the District Educational Facilities Plan.
- 5.2 When the need for a new school is identified in the District Educational Facilities Plan, the Superintendent's Site Review Committee (hereinafter referred to as the "Site Review Committee") will consider a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the District Educational Facilities Plan for significant renovation and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility and other relevant issues. Based on the information gathered during this review for new schools the Site Review Committee will make a recommendation to the Superintendent of one or more sites in order of preference. For those purposes specified in this Article V, the School Board amended School Board Policy 7000 entitled New School Site Selection, to provide for the membership of the Site Review Committee referenced therein, as may be amended from time to time. It shall identify the members and how they shall be appointed. In addition to the current representatives from the South Florida Regional Planning Council and Broward County, the Site Review Committee shall include at least one (1) member who shall be appointed by the Municipalities (additional members may be appointed at the Superintendent's discretion) and at least one (1) "floating member" designated by the city manager or administrator of the affected local governments in which the new school facility may be located. For the purposes of this subsection, a floating member from the affected local governments shall be defined as the local government jurisdiction in which the proposed school facility will be located, or significant renovations or school closures may occur.
- 5.3 In addition to existing criteria utilized by the Site Review Committee and in conformance to pertinent School Board Policy (as may be amended from time to time) regarding the selection of new school sites and school closures, the Superintendent will coordinate information regarding site plans for proposed new schools with the affected local governments in accordance with Sections 1013.33, 1013.36 and other applicable portions of Chapter 1013, Florida Statutes.

- 5.4 Pursuant to Section 1013.33(5), Florida Statutes, at least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the Superintendent shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the Superintendent within 45 days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to Section 1013.33(6), Florida Statutes.
- 5.5 If a local government determines that a proposed school site is consistent with the comprehensive plan pursuant to this Agreement, or at any other time when such a determination is made, the School Board shall follow the procedures contained in Section 1013.33(6), Florida Statutes, as may be amended. If a local government's determination that the proposed school site is inconsistent with the comprehensive plan, the School Board may request a plan amendment consistent with the local government's plan amendment procedures and requirements.

ARTICLE VI

SUPPORTING INFRASTRUCTURE

Section 6

- 6.1 In conjunction with the preliminary consistency determination described in Subsection 5.4 of this Third Amended and Restated Agreement, the School Board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements to public facilities necessary to support each new school or the proposed significant renovation of an existing school, and will enter into a written agreement, or amend a current agreement, if applicable, to be consistent with this Third Amended and Restated Agreement as to the timing, location, and the party or parties responsible for funding, constructing, operating and maintaining the required improvements.

ARTICLE VII

PLAN REVIEW; CONSISTENCY DETERMINATION

Section 7

- 7.1 To the extent required by Section 163.3174, Florida Statutes, as may be amended from time to time, the School Board shall appoint a School District staff member(s) to be its representative on the County and each respective Municipality's local planning agency. Notification of the staff member's name, title and address shall be submitted in a timely manner to the applicable local planning agency.

- 7.2 To the extent required by Section 163.3174, Florida Statutes, as may be amended from time to time, the County, or Municipalities will include the representative appointed by the School Board to serve on its local planning agency, or equivalent agency and the representative will have the opportunity to attend those meetings at which the agency considers comprehensive plan amendments and rezonings (including the allocation of flexibility/reserve units) that would, if approved, increase residential density for the property that is the subject of the application. When available, the School Board representative shall attend and participate in local planning agency meetings at which residential density could increase. The County or Municipality may at its discretion grant voting status to the School Board representative.
- 7.3 As a part of its development review process, the County and Municipalities agree to provide a copy of comprehensive plan amendment and rezoning applications (including the allocation of flexibility/reserve units) that could increase residential density to the Superintendent. At a minimum, the information provided shall include the name of the applicant, application/project number, project name, current and proposed use, existing and proposed land use or zoning designation, existing permitted and proposed and type of units, acreage, survey or location map and section, township and range and the anticipated date the local planning agency may consider this item if such date is determined at the time the information is provided. The County or Municipalities shall provide the deadline for receiving comments from the Superintendent; however, the time provided to the Superintendent for submitting such comments shall be no less than forty-five (45) days from the date the information is provided to the Superintendent. If no deadline is provided together with the information, then the Superintendent shall provide comments no later than thirty (30) days after receipt of the information. Further, the County or Municipalities will provide written quarterly reports to the Superintendent when the application receives final approval from the governing body.
- 7.4 The School Board shall continue to participate in the Broward County land use plan amendment review process through its Broward County Planning Council appointed member.
- 7.5 The School Board shall continue to review non-residential development applications and other pertinent development applications that may affect school properties and participate as necessary on other growth management issues.
- 7.6 The County and the Municipalities agree to notify the Superintendent of proposed land use applications, amendments to the comprehensive plan future land use map, rezonings (including the allocation of flexibility/reserve units), developments of regional impact pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice shall be provided to the Superintendent at the same time as notice is provided to the public for the applications under the provisions of the County or City Code of Ordinances.

- 7.7 The review by the Superintendent or designee regarding land use/comprehensive plan amendments and rezoning (including the allocation of flexibility/reserve units) applications containing residential units shall be classified as "Public Schools Consistency Review (Schools Consistency Review)". The Schools Consistency Review does not constitute public school concurrency review. An applicant for land use/comprehensive plan amendment, and/or rezoning applications (including the allocation of flexibility/reserve units) may delineate the residential type, units and bedroom mix of the project, if known. If the residential type and bedroom mix is not known, the school consistency review shall be based upon the maximum student generation rates for that residential type.
- 7.8 The written comments provided by the Superintendent to the County and Municipalities regarding such will at a minimum:
- (i) Specify the student impacts anticipated to result from the development proposal;
 - (ii) Depict the capacity of the impacted school(s) using capacity formulas as defined by the Department of Education;
 - (iii) Depict ten-year student enrollment projections by planning areas;
 - (iv) Depict the planned capacity improvement(s);
 - (v) Identify alternatives available, and;
 - (vi) Contain a statement that the application will be subject to public school concurrency review at the time of plat or site plan (or functional equivalent) review. School capacity will be reported consistent with Department of Education, Florida Inventory of School Houses.
- 7.9 If the Schools Consistency Review identifies that sufficient capacity is not available at the impacted school(s) or anticipated in the District Educational Facilities Plan to serve the development, the applicant may choose to offer and the School Board may consider voluntary mitigation to address the anticipated student impact. Such voluntary mitigation shall be limited primarily to (i) the dedication of needed school site(s), (ii) the payment of monies to construct and/or the construction of the needed school(s), or (iii) other potential mitigation option(s) consistent with adopted School Board policy and if accepted by the School Board, shall be memorialized in a legally binding agreement.
- 7.10 In reviewing and approving comprehensive plan amendments and rezonings (including the allocation of flexibility/reserve units), the County and Municipalities may consider the following issues consistent with applicable governmental codes and comprehensive plans in addition to such other criteria as may be applicable or appropriate:
- (a) School Board comments provided pursuant to Chapters 163 and 1013, Florida Statutes which may include, but not be limited to:
 - 1. Available capacity consistent with the provisions provided herein or planned improvements to increase school capacity;

2. The provision of school sites and facilities within planned neighborhoods;
 3. Compatibility of land uses adjacent to existing schools and reserved school sites;
 4. The collocation of parks, recreation and neighborhood facilities with school sites;
 5. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
 6. Traffic circulation plans which serve schools and the surrounding neighborhood;
 7. The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools;
 8. The inclusion of school bus stops and turnarounds; and
 9. The installation of appropriate buffers such as, but not limited to, a solid fence or concrete wall, solid hedges or increased setbacks that will ensure compatibility with the adjacent school for any new development that will be located adjacent to an existing school or an identified future school.
- 7.11 In formulating community development plans and programs that may affect public school facilities, the County and Municipalities will provide notice to the Superintendent concerning any workshop or regular meetings which relate to such community development plans and programs and will invite the Superintendent's submission of comments and participation at such meetings.

ARTICLE VIII PUBLIC SCHOOL CONCURRENCY

Section 8

8.1 Required Amendments For Public School Concurrency

- (a) **Initial Comprehensive Plan Amendments Related to the Public School Facilities Element (PSFE) to Satisfy Sections 163.3177 and 163.3180 Florida Statute Requirements:** The amendments to the PSFE and related amendments to the Capital Improvements Element (CIE) and the Intergovernmental Coordination Element (ICE) in the County's and Municipalities comprehensive plans ("school-related element amendments" or school-related element provisions") required to satisfy Sections 163.3177 and 163.3180 Florida Statutes are being adopted into the comprehensive plans of the County and Municipalities concurrently with the execution of this Third Amended and

Restated Interlocal Agreement by the County and Municipalities. Some provisions relevant to public schools may remain in the Future Land Use Element or other elements as may be appropriate.

- (b) **Subsequent School-Related Element Amendments:** Thereafter, the experience under the revised comprehensive plans and the School Board of Broward County's adopted Five-Year "District Educational Facilities Plan" (DEFP) shall be reviewed by the County and Municipalities each year, at the Staff Working Group (SWG) meeting to be held no later than March 31, to determine whether updates to the comprehensive plans are required. At the minimum, the School Board's adopted Five-Year DEFP shall be updated annually by the addition of a new fifth year. Any other amendments to the comprehensive plans shall be transmitted in time to allow their adoption concurrently with the update to the School Board's adopted Five-Year DEFP, where feasible.
- (c) **School Board Review of School -Related Element Amendments:** Unless proposed by the School Board, all school- related element amendments shall be provided by the County to the School Board at least sixty (60) days prior to transmittal (or adoption if no transmittal is required). Municipalities that choose to propose, transmit and adopt identical school-related element amendments as the County shall notify the School Board in writing at least one (1) month prior to its local planning agency (LPA) meeting. Municipalities that choose to propose, transmit and adopt school-related element amendments that are different from the County shall provide the element amendments to the School Board at least sixty (60) days prior to transmittal (or adoption if no transmittal is required). The School Board shall review the school-related element amendments and provide comments, if any, to the relevant local government either (i) in writing at least one (1) week prior to the local planning agency (LPA) meeting on the school-related element amendment, or (ii) by attending and providing comments at the LPA meeting.
- (d) **Countywide Consistency of School-Related Element Amendments:** The County and Municipalities school-related element provisions must be consistent with each other and with the School Board's facilities plan and policies. Each Municipality may choose to adopt all or a portion of the County's school-related element provisions into its comprehensive plan by reference, or it may adopt its own school-related element provisions. If a Municipality adopts its own school-related element provisions, any goal, objective, policy or other provision relevant to the establishment and maintenance of a uniform district-wide school concurrency system shall be substantially the same as its counterpart in the County and Municipalities comprehensive plans. If any school-related element amendment is proposed

that affects the uniform district-wide school concurrency system, it shall only become effective in accordance with Section 14.1 (f) of this Third Amended and Restated Agreement. Once these amendments become effective, then the new requirement shall apply countywide. Each Municipality and the County may adopt the School Board's adopted Five-Year DEFP into its comprehensive plan either by reference or by restatement of the relevant portions of that adopted Five-Year DEFP, but in no event shall a Municipality or the County attempt to modify that adopted Five-Year DEFP. The County and Municipalities agree to coordinate the timing of approval of school-related element amendments, to the extent that it is feasible to do so.

- (e) **Evaluation and Appraisal Report:** In addition to the other coordination procedures provided for in this Third Amended and Restated Interlocal Agreement, at the time of the Evaluation and Appraisal Report (EAR), the County and Municipalities shall schedule at least one (1) SWG meeting with the School Board to address needed updates to the school-related plan provisions.

8.2 Specific Responsibilities

- (a) Broward County and the Municipalities, within 90 days of any comprehensive plan amendments in accordance with this Third Amended and Restated Agreement becoming effective shall amend their respective Land Development Codes (LDC) and adopt the required public school concurrency provisions, consistent with the requirements of this Third Amended and Restated Agreement. Such amendment shall include the public school concurrency management system outlining the development review process for proposed residential developments.
- (b) Broward County and the Municipalities, in accordance with this Third Amended and Restated Agreement shall:
 - 1. Not approve or issue any residential plat or site plan (or functional equivalent) that is not exempted or vested pursuant to Subsection 8.11 of this Third Amended and Restated Agreement until the School District has reported that the school concurrency requirement has been satisfied.
 - 2. Maintain data for approved residential development that was the subject of public school concurrency review. The data shall be provided to the School District in a quarterly report after final approval of the application by the governing body. At the minimum, the data provided shall include the following:
 - a. Development name, local government project number, and if known, School District project number;
 - b. Survey or location map;

- c. Number of dwelling units by residential type unit(s) and bedroom mix;
 - d. Section, Township and Range, and;
 - e. Final adoption and expiration date.
- 3. Transmit residential plats and site plans (or their functional equivalents) and proposed amendments to such plats or site plans to the School District for review and comment, consistent with Subsection 8.13 of this Third Amended and Restated Agreement.
 - 4. Commencing August 31, 2007, and annually thereafter as a part of the growth and development trend as required by Subsection 4.4, provide the total number of the above dwelling units issued certificates of occupancy to the School Board.
- (c) The School Board shall do the following:
- 1. Annually prepare and update its adopted Five-Year DEFP, which for the purposes of public school concurrency shall be considered the financially feasible Five-Year Capital Facilities Plan. The Five-Year Capital Facilities Plan shall reflect the capacity needed to meet the adopted level of service standard (LOS) for the CSAs pertaining to District elementary, middle and high schools, during the five-year period, but no later than the fifth year of the Five-Year Capital Facilities Plan. The data required to demonstrate the achievement and maintenance of the adopted LOS at the elementary, middle and high school level CSAs during the timeframe referenced herein shall be reflected in an LOS Plan contained within each subsequent adopted DEFP.
 - 2. Establish a process to ensure the maximum utilization of capacity at each District elementary, middle and high school and to ensure that the schools are operating at or below the adopted level of service standard (LOS).
 - 3. Annually, no later than October 31st, provide the County and Municipalities with the required School District data related to public school concurrency, and related analysis needed to amend or annually update their comprehensive plans.
 - 4. Review proposed plat and site plan (or functional equivalent) applications for compliance with public school concurrency requirements.

5. As a component of the District's public school concurrency management system, maintain data regarding available capacity at the District's elementary, middle and high school within each CSA after factoring the student impact anticipated from the proposed residential development into the database.
6. Review proposed proportionate share mitigation options for new residential development, and determine acceptability of such proportionate share mitigation options.
7. Prior to the effective date of public school concurrency, amend School Board Policy 1161, entitled Growth Management, to incorporate public school concurrency provisions and delineate the District's public school concurrency management system.
8. As necessary, amend the District Educational Facilities Plan to incorporate funds accepted as proportionate share mitigation.

8.3 Adopted School Board District Educational Facilities Plan (DEFP)

- (a) On or before September 30th of each year, the School Board shall update and adopt its Five-Year DEFP, for Broward County Public Schools. The adopted DEFP shall be considered the financially feasible plan regarding the implementation of public school concurrency.
- (b) At the minimum, the adopted Five-Year DEFP and each annual update shall specify all new construction, expansion and remodeling, which will add capacity to elementary, middle and high schools, and also include information specified in Subsection 4.1 of this Third Amended and Restated Agreement.
- (c) The adopted Five-Year DEFP and each annual update shall include a description of each school project, a listing of funds to be spent in each fiscal year for the planning, preparation, land acquisition, and the actual construction and remodeling of each pertinent school project which adds capacity or modernizes existing facilities; the amount of capacity added, if any; and a generalized location map for planned new schools. Such location maps shall be considered as data and analysis in support of the PSFE of the County's and Municipalities' Comprehensive Plans.
- (d) The adopted Five-Year DEFP and each annual update shall identify the five-year projected student enrollment, capacity and utilization percentage of all elementary, middle and high schools.

- (e) The adopted school boundaries for each elementary, middle and high school, as annually conducted by the School Board shall also become the adopted concurrency service area (as referenced in Section 8.8), and shall be consistent with capacity additions reflected in the adopted Five-Year DEFP. The school boundaries maps shall be considered as data and analysis in support of the PSFE of the County's and Municipalities' Comprehensive Plans.

8.4 Transmittal

- (a) In addition to the provisions pertaining to the Tentative District Educational Facilities Plan as delineated in Article IV of this Third Amended and Restated Agreement, the School Board, upon completion and adoption of the Five-Year DEFP, shall make the District Educational Facilities Plan available to the Local Governments no later than thirty (30) days after adoption of the District Educational Facilities Plan.

8.5 Comprehensive Plans - Development, Adoption and Amendment of the Capital Improvements Element

- (a) Upon adoption of the Five-Year DEFP and transmittal to Local Governments, the County and Municipalities shall adopt the School Board's Five-Year "Adopted District Educational Facilities Plan" or applicable sections of the Adopted DEFP as a part of the Capital Improvements Element (CIE) of their Comprehensive Plans.
- (b) Any amendment, correction or modification to the adopted Five-Year DEFP concerning costs, revenue sources, or acceptance of facilities pursuant to dedications or proportionate share mitigation, once adopted by the School Board, shall be transmitted by the School District to the County and Municipalities within forty-five (45) days after the adoption. The County and Municipalities shall amend their CIE to reflect the changes consistent with the annual update required by the State to their CIE.
- (c) By adopting the Five-Year DEFP into their CIE, the County and Municipalities, shall have neither the obligation nor the responsibility for funding the DEFP.

8.6 Public School Concurrency Standard

- (a) The public school concurrency standard requires Broward County, the Municipalities and the School Board to maintain the adopted Level of Service (LOS) for Broward County Public Schools. The public school concurrency standard requires that all proposed plat and site plan (or functional equivalent) applications containing residential units shall be reviewed to ensure that adequate

school capacity will exist prior to or concurrent with the impact of the proposed residential development, to accommodate the additional student growth at the adopted LOS.

8.7 Commencement

- (a) Public school concurrency described in this Third Amended and Restated Agreement shall commence upon the Comprehensive Plan Amendments related to the public school Facilities Element by the County and Municipalities becoming effective, and the execution of this Third Amended and Restated Agreement by the parties identified herein. However, public school concurrency shall commence no earlier than February 1, 2008.

8.8 Concurrency Service Areas (CSA)

- (a) The School Board, County and Municipalities hereby agree that the CSAs for the implementation of public school concurrency in Broward County shall be measured and applied on a less than district-wide basis.
- (b) The CSA for the implementation of public school concurrency in Broward County shall be the approved school boundaries for elementary, middle and high schools as annually adopted by the School Board. Use of this method will create a separate school concurrency service area boundary map for each elementary, middle and high school, and each such school attendance boundary will become its own CSA. For the purposes of public school concurrency, such CSA shall be effective on the first day of the school year, and end on the last day before the beginning of the next school year.

8.9 Adoption of Concurrency Service Areas

- (a) Adoption of the CSAs shall be as delineated in School Board Policy 5000, entitled Adequate Educational Facilities, Designation of Schools and Attendance Areas, Elimination and Consolidation of Schools, to be amended consistent with the Third Amended and Restated Agreement, and as may be amended from time to time.
- (b) No later than forty-five (45) days after adoption of the CSAs, the School District shall transmit the new CSAs to the County and Municipalities. The County and Municipalities shall incorporate the adopted "Annual School Attendance Areas/Boundaries and School Usage Report" and the School Board's process for modification of the CSAs contained in the "Annual School Attendance Areas/Boundaries and School Usage Report" as data and analysis in support of the PSFE of their Comprehensive Plans.

8.10 Level of Service Standard (LOS)

- (a) In order to ensure that the capacity of schools is sufficient to support student growth, the School Board, County and Municipalities hereby declare and establish the following School Types for the purpose of establishing a uniform, district wide LOS for public schools of the same type:
1. School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).
 2. School Type B is a bounded elementary, middle or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

- (b) The LOS shall be adopted and incorporated into the PSFE of Broward County and the Municipalities' Comprehensive Plans.
- (c) In the review of proposed development applications containing residential units, the LOS for schools containing magnet programs shall be considered the same as stated for each pertinent school level (elementary, middle and high).
- (d) Students attending or anticipated to attend designated stand-alone magnet schools are factored into the five-year student enrollment projections for District schools. Enrollment projections multiply the residing number of students within a concurrency service area by the attending student population rate within a concurrency service area. The attending rate is the number of students found to be attending their assigned school divided by the number of students residing in the area. This is calculated for every area and for all grade levels. This formula accounts for students attending other schools such as charters, magnets, and non-bounded magnet schools.
- (e) Students returning, attending or anticipated to attend charter schools are factored into the five-year student enrollment projections for District schools. Based upon where students reside and the location of each charter school, an "AREA OF INFLUENCE" is created using a geographical radius. The area of influence is comprised of circle radii measured in miles and determined by such factors as the type and size of the subject school(s). A charter school is located at the center of

the radius and captures the percentage of students attending the charter school within each radius. Enrollment projections are adjusted for all elementary, middle and high schools impacted by a charter school until the charter school reaches full enrollment status.

8.11 Exemptions and Vested Development

- (a) The following residential plats and site plans (or functional equivalent) shall be exempt from the requirements of public school concurrency:
 - 1. All residential plats and site plans (or functional equivalent) which generates less than one student in the relevant CSA. Such development shall be subject to the payment of school impact fees.
 - 2. Any amendment to or replat of a residential plat or amendment to a residential site plan (or functional equivalent) which generates less than one additional student. Such development shall be subject to the payment of school impact fees.
 - 3. Any age restricted community with no permanent residents under the age of eighteen (18). Exemption for an aged restricted community shall only be available subject to a recorded Restrictive Covenant limiting the age of all permanent residents to eighteen (18) years and older.
 - 4. As may otherwise be exempted by Florida Statutes.
- (b) The following residential plats and site plans (or functional equivalent) shall be vested from the requirements of public school concurrency:
 - 1. Any residential plat or site plan (or functional equivalent) located within a previously approved comprehensive plan amendment or rezoning which is subject to a mitigation agreement in accordance with the following:
 - (i.) The mitigation to address the impact of the new students anticipated from the development has been accepted by the School Board consistent with School Board Policy 1161, entitled Growth Management, to be amended consistent with this Third Amended and Restated Agreement and as may be amended from time to time, and;
 - (ii.) A Declaration of Restrictive Covenant has been properly executed and recorded by the Developer or the development is located within a boundary area that is subject to an executed

and recorded triparty agreement consistent with School Board Policy 1161, to be amended consistent with this Third Amended and Restated Agreement and as may be amended from time to time.

2. Any residential site plan (or functional equivalent) that has received final approval, which has not expired prior to the effective date of public school concurrency.
 3. Any residential site plan (or functional equivalent) which is included within a residential plat or development agreement for which school impacts have been satisfied for the dwelling units included in the proposed site plan (or functional equivalent). Information regarding each residential site plan (or functional equivalent) shall be transmitted to the School District in a quarterly report. In the transmittal of such residential site plan (or functional equivalent) to the School District, the County or Municipality shall provide additional written information as required in the quarterly report to verify that the units in the application are vested. The County will provide the necessary information to the School Board and Municipalities to identify the vested plats and further specifics to be contained in the adopted land development regulations. As applicable, the Municipalities shall utilize the information provided by the County regarding the vested plat to complete information as required in the quarterly report.
- (c) To be exempt or vested from the requirements of public school concurrency, an owner seeking such a determination shall be required to submit an application to the to the Local Government which shall include written evidence sufficient to verify that the subject development meets the exemptions stated herein, and as such, is exempt from the requirements of public school concurrency.

8.12 Public School Concurrency Management System

- (a) Within 90 days after the public school concurrency plan amendments become effective, Broward County and each Municipality shall adopt public school concurrency provisions into its Land Development Regulations (LDR) consistent with the requirements of this Third Amended and Restated Agreement.
- (b) The County and Municipalities shall amend their LDRs to adopt public school concurrency provisions, which provide procedures for the review of plats and site plans (or functional equivalent).
 1. Any Municipality may choose to adopt the County's public school concurrency regulations, in lieu of its own and agrees to be bound by the

terms and provisions therein until it adopts its own school concurrency ordinance.

2. At any time, a Municipality may opt out of the County's implementing ordinance through implementation of its own school concurrency ordinance.
- (c) Prior to the effective date of public school concurrency, the School Board shall amend its School Board Policies to include public school concurrency provisions consistent with the requirements of this Third Amended and Restated Agreement.

8.13 Review Process

- (a) Broward County, the Municipalities and the School Board shall ensure that the LOS established for each school type and CSA is maintained. No residential plat or site plan (or functional equivalent) application or amendments thereto shall be approved by the County or Municipalities, unless the residential development is exempt or vested from the requirements specified in Subsection 8.11 of this Third Amended and Restated Agreement or until a School Capacity Availability Determination Letter (SCAD) has been issued by the School District indicating that adequate capacity is available. This shall not limit the authority of a Local Government to deny a development permit or its functional equivalent, pursuant to its home rule or governmental regulatory powers for reasons other than school capacity.
- (b) Any applicant submitting a plat or site plan (or functional equivalent) application with a residential component that is not exempt or vested under Subsection 8.11 of this Third Amended and Restated Agreement is subject to public school concurrency and shall be required to submit a Public School Impact Application (PSIA) to the Local Government, for review by the School District including the following:
1. The name, survey or location map of the development;
 2. As applicable, the existing land use or zoning designation, including existing permitted units and type;
 3. The number and type of proposed dwelling units, and if applicable, the bedroom mix (if the type and bedroom mix is not delineated in the application, it shall be reviewed based on the maximum student generation rate for that residential type);
 4. The section, township and range;

5. Age restrictions for occupancy, if any, and;
 6. Any documentation supporting a request for exemption under Subsection 8.11 of this Third Amended and Restated Agreement.
- (c) The Local Government shall ensure the applications for residential plat or site plans (or their functional equivalent) are complete and transmit them to the School District for review. Upon determination that the application is complete, the Local Government shall transmit the PSIA to the School District for review. This process does not preclude the Local Government from requiring that the applicant submit the PSIA directly to the School District for review.
- (d) The School District will review the properly submitted and completed PSIA and verify whether or not sufficient capacity is available at the impacted CSA to accommodate students anticipated from the proposed development. The process for review of the application shall be as follows:
1. The School District shall review, on a first come, first serve basis, the completed PSIA. The SCAD Letter shall be sent to the applicant and the affected Local Government no later than forty-five (45) days after receipt of the PSIA.
 2. Notification shall be provided to the applicant and affected Local Government if the application is incomplete.
 3. As authorized by School Board Policy 1161, the School District will charge a non-refundable application fee payable to the School Board to reimburse the cost to review residential plats and site plans (or functional equivalent) and matters related to public school concurrency. Payment shall be required prior to the commencement of review.
- (e) Student Generation Rates Calculation
1. The determination of students anticipated from a proposed PSIA shall be based on the utilization of the effective, adopted and pertinent student generation rates contained within the Broward County Land Development Code (BCLDC). Update of the student generation rates shall be conducted at least once every three (3) years by the School Board in coordination with the County and Municipalities.

(f) Utilization Determination

1. It shall be the responsibility of the School District to maintain the CSA boundaries and related data.
2. The School District shall determine the impact of a proposed development to assigned school(s) by performing the following procedures:
 - (i.) Deduct the Benchmark Day Enrollment numbers (or subsequent equivalent in case of future name change) from the school's LOS capacity. The "Benchmark Day" enrollment as used herein is the official school student enrollment data to be used for statistical purposes by the District.
 - (ii.) Add or deduct capacity from capital projects over the next three years as reflected in the Adopted DEFP, which may include capacity from a new school in an approved boundary that will become effective in the next school year.
 - (iii.) Deduct the number of students from development approved per Subsections 8.11(b) and 8.13(g) of this Third Amended and Restated Agreement and anticipated to be built within the next three years.
 - (iv.) Deduct the number of students generated from the proposed project.
3. If it is determined that there is no capacity at the assigned school(s) as determined by the procedure described in Subsection 8.13(f)2 above because the projected growth from a residential development causes the adopted LOS to be exceeded in the subject CSA, the School District may, if practical, utilize pertinent options delineated in School Board Policy 5000, to be amended consistent with this Third Amended and Restated Agreement and as may be amended from time to time to ensure maximum utilization at the CSA. Otherwise, all of the CSAs immediately adjacent to the primary impacted CSA will be examined for available capacity before a determination letter is issued indicating that the development has satisfied public school concurrency.
4. If necessary, the School District will reassign previously allocated adjacent capacity to achieve maximum utilization, except where such reassignment:
 - (i.) Creates additional transportation cost impacts due to natural or physical barriers; or
 - (ii.) Results in a violation of federal, State or School Board Policy.

A flowchart providing an example of the public school concurrency process is depicted in Appendix "B", attached hereto and made a part hereof.

(g) Issuance and Term of Public School Concurrency

1. If the School District reviews a development project application and determines that sufficient capacity is available at the adopted LOS to accommodate students anticipated from the development, the School District shall issue a SCAD Letter indicating that adequate school facilities exist to accommodate the student impact.
2. After issuance of the SCAD Letter, the District shall add the reserved seats for the number of students anticipated to its database.
3. County plat approval or local government site plan approval or amendment thereto, which are subject to public school concurrency shall not be approved until the SCAD Letter has been received from the School District confirming that capacity is available in the CSA, or if capacity is not available, that proportionate share mitigation has been accepted by the School Board regarding the proposed development. If a plat and site plan (or functional equivalent) are both required for a development, school concurrency shall be applied during the earlier review.
4. Upon final action by the Local Government regarding the development, the Local Government shall provide information in the quarterly report to the School District indicating that the development was granted final approval or denied. If the plat, site plan (or functional equivalent) received final approval, the development and anticipated students shall be considered vested for up to five (5) years consistent with the period of the underlying approval beginning from the date the Developer received final approval from the Local Government. Vesting of a plat beyond the five years requires that one of the following conditions are met within the five (5) year period: 1) the issuance of a building permit for a principal building and first inspection approval or 2) substantial completion of project water lines, sewer lines and the rock base for internal roads. If the development was denied, the District shall deduct from its database, students associated with the development. Information provided shall be consistent with requirements stated in Subsection 8.2 of this Third Amended and Restated Agreement.
5. The Local Government shall verify prior to issuing a building permit for a residential development that either the requirements of public school concurrency have been satisfied or that the application is exempt or vested from public school concurrency.

6. Once an approved plat, site plan (or functional equivalent) expires, the SCAD Letter will no longer be valid. If an approval is to be extended, as may be permitted by the applicable Local Government, the applicant or the Local Government shall be required to provide written notice to the School District and provide documentation that the extension request was approved.
7. In the event that approved changes in the overall mix of residential units and/or mix of bedrooms result in a net reduction in the amount of units constructed, a refund of any portion of the proportionate share mitigation amount paid may be available only if any such amount has NOT been committed for or used by the District to defray the school impacts originally anticipated to occur as a result of the original development, and only if the applicant restricts the property to the revised mix of residential units and/or mix of bedrooms to justify the refund.
8. If the student impacts from a proposed development causes the adopted LOS in a CSA to be exceeded or increase enrollment in a CSA where there is an existing LOS deficiency, a determination letter shall state why the development is not in compliance, and the applicant shall have thirty (30) days to propose proportionate share mitigation to the School District.
9. If the applicant proposes proportionate share mitigation within the thirty (30) day deadline, upon the subsequent acceptance of the proposed mitigation by the School Board, and upon the execution of a legally binding document between the School Board, local government and applicant, a new SCAD Letter shall state that adequate capacity would be available to accommodate the student impact anticipated from the development, and subject to the mitigation measures outlined in the binding agreement. If the proportionate share mitigation is not agreed to, the SCAD Letter, shall state why the mitigation proposals were rejected and also state why the development is not in compliance with public school concurrency requirements.

8.14 Proportionate Share Mitigation

- (a) The School Board shall consider proportionate share mitigation pursuant to provisions of this Third Amended and Restated Agreement. Such consideration shall be consistent with the mitigation provisions outlined herein and delineated in School Board Policy 1161, to be amended consistent with this Third Amended and Restated Agreement and as may be amended from time to time, regarding public school concurrency. If the proposed mitigation option is accepted and deemed financially feasible by the School Board, the applicant or Local Government shall enter into an enforceable and binding agreement.

- (b) The binding agreement shall be filed against the property by the property owner, reviewed and approved by the School District, and recorded in Broward County public records by the property owner. Subsequently, the recorded agreement shall be provided to the School District, Broward County and Local Government with jurisdiction over the approval of the development order.

8.15 Proportionate Share Mitigation Options

Once it is determined consistent with Sections 8.13 (e) and (f) of this Third Amended and Restated Agreement that there is insufficient capacity at the assigned school(s) to serve the proposed development, a development's total proportionate share mitigation value shall be determined as follows:

- (i.) The number of additional (deficit) students generated by the proposed development that would impact school(s) exceeding the adopted LOS, or that would cause the assigned school(s) to exceed the adopted LOS, multiplied by the Florida Student Station Cost Factors for each school type; plus
- (ii.) That development's share of the land acquisition cost for school sites, if any, as determined and published annually in the adopted Five-Year DEFP.

No land cost shall be applied to mitigation on property that is already owned or controlled by the School District at the time the proportionate share mitigation agreement is being executed. Relocatable classrooms or facilities shall not be considered or accepted as an acceptable proportionate share mitigation option.

- (a) The proportionate share mitigation proposed to address the deficit student station(s) at the affected school(s) shall equate to at least one permanent classroom when the following occurs: (i) The development generates the need for the additional capacity and that capacity is not available; (ii) No classroom additions are available within the first three years of the adopted Five-Year DEFP to accommodate the student(s) generated; and/or (iii) No School District funds are available to provide the needed classroom(s). Mitigation to address the anticipated student impact that necessitate the need for school site(s) shall primarily be the dedication of land. The proportionate share mitigation options to satisfy public school concurrency requirements shall include the following:

1. Provide the needed school site(s) for elementary, middle or high school. Acceptability of dedicated land shall be subject to review and determination by the Superintendent or designee that the subject real property satisfies the

educational and site requirements of the applicable School Board Policy. The timeframe for the conveyance of the dedicated land shall be as agreed to by the School Board, and specified in the binding agreement. The binding agreement shall provide a condition that no building permit(s) will be issued for residential units associated with the plat or site plan until formal conveyance of the school site(s) to the School Board has occurred. If the appraised value of the dedicated site(s) is less than the school impact fees due for the project, the provision of additional funds towards construction of the school(s) or facilities will be required.

2. Pay for the project cost for the construction of school(s) scheduled in the Adopted Five-Year DEFP to relieve the primarily impacted CSA(s) plus the cost of the land acquisition, if any, for school sites as determined and published annually in the Adopted Five-Year DEFP or pay the project cost amount deemed necessary in advance of the time set forth in the Adopted Five-Year DEFP. The costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence. Unless otherwise agreed to by the School Board, payment of the total amount due shall be made no later than thirty (30) days after the first to occur, the plat, site plan (or functional equivalent) receives final approval from the local governing body. This option shall be subject to specific School Board approval.
3. Pay for the project cost regarding the construction of a public school facility utilizing urban school concept(s) adopted by the School Board plus the cost of the land acquisition, if any. Also, the construction of such facility shall meet the State of Florida and the School Districts educational facility requirements. The costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence. Unless otherwise agreed to by the School Board, payment of the total amount due shall be made no later than thirty (30) days after the first to occur, the plat, site plan (or functional equivalent) receives final approval from the local governing body. This option shall be subject to specific School Board approval.
4. Pay for one of the following:
 - (i) Additions to the school(s) located within the primarily impacted CSA(s) or in CSA(s) located immediately adjacent to the primarily impacted CSA(s), as found in the current Adopted Five-Year DEFP, plus the cost of the land acquisition, if any, for

school sites as determined and published annually in the Adopted Five-Year DEFP or pay the project cost amount deemed necessary in advance of the time set forth in the Adopted Five-Year DEFP. The costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence.

- (ii) Needed permanent capacity improvement(s) (e.g. classroom addition) at the primarily impacted CSA(s) or CSA(s) located immediately adjacent to the primarily impacted CSA(s) or provide the number of needed permanent classroom(s) (modular classrooms(s) or similar facility), and the cost of the land acquisition, if any, for school sites as determined and published annually in the Adopted Five Year DEFP. Modular or similar approved facilities shall meet the State of Florida and the School Districts educational facility requirements.

Unless otherwise agreed to by the School Board, payment of the total amount due for 4(i) or 4(ii) above, shall be made no later than one year after the plat, site plan (or functional equivalent) receives final approval from the local governing body. This option shall be subject to specific School Board approval.

- 5. Allow proportionate share mitigation funding to be utilized at a charter school, which at a minimum meets all of the following criteria:
 - a. The charter school or charter school system is owned by a municipal government.
 - b. The charter school or charter school system has been in operation for a minimum of five years.
 - c. The charter school or charter school system provides a complete grade configuration for at least a primary learning center, elementary, middle or high school education.
 - d. The charter school is located within two miles of the proposed development or within the CSA of the impacted public school(s).
 - e. The charter school is built consistent with the state Rules for Educational facilities (SREF) which is contained within the Florida Building Code.

- f. Adopt the same LOS contained in the Third Amended and Restated Agreement.
- g. Adopt the Florida Department of Education (DOE) design criteria formulas to calculate student capacity.
- h. Enroll student population at a 100% of the charter schools contract capacity.
- i. Funding received shall be used pursuant to Section 1013.62, Florida Statutes.

This option shall be subject to specific School Board approval. If the School Board rejects a proposed proportionate share mitigation funding offer at a charter school, the Board shall provide its reasoning for the refusal.

- 6. Other mitigation option(s) may be proposed by an applicant and shall be subject to specific School Board approval. The timeframe for payment of the total amount due or the provision of the specific proportionate share mitigation shall be as agreed to by the School Board and contained in the binding agreement.
- (b) In no circumstance shall the total amount committed to pay for permanent classroom additions or any of the listed mitigation options be less than the school impact fees due for the units as calculated based on the adopted school impact fee schedule specified in the BCLDC and due for the units at the time of payment. The school impact fee due for the project shall be considered included in the total proportionate share mitigation amount due or paid, and shall be credited toward the payment of the school impact fee. Specifics regarding the payment of the proportionate share mitigation shall be included within the binding agreement.
 - (c) In exchange for payment towards the provision of student stations to equate full classroom(s), payment for the construction of a public school facility, or dedication of school site(s), the School District will establish a mitigation bank for the Developer, which would address credits for permanent school capacity in excess of what is required to serve the proposed residential development. In such scenario, the Developer will have the right to sell credits within the affected CSA or adjacent CSA for the excess permanent capacity, upon receiving approval from the School District. Upon granting of such approval, the District shall send written notice to the Developer, with copy to Broward County and the Local Government issuing the development order or functional equivalent for the project. Details concerning excess permanent capacity derived from paid proportionate share mitigation shall

be addressed in the LDRs and in School Board Policy 1161.

- (d) An applicant may request a refund for monies paid (i) if the proposed development is not constructed in any part, or (ii) the plat or site plan (or functional equivalent) approval expires and the approval has not been extended, and (iii) the monies have not been committed or used by the District to defray the school impacts originally anticipated to occur as a result of the proposed development, and (iv) none of the proportionate share mitigation credit has been sold or transferred to subsequent Developer(s).

8.16 Formula for the Calculation of Proportionate Share Mitigation Options

- (a) The general formulas to calculate each proportionate share mitigation are as delineated below.

1. If a Developer elects the Dedication of School Sites option, the need for land shall be as delineated below:

- (i.) Dedication of School Sites

Specific language regarding the thresholds that would trigger the need for school site(s) generated by a residential development shall be as stated in School Board Policy 1161.

Mitigation based on the provision of school site(s) shall be based on the appraised value of the land measured against the cost per student station value amount due for the students generated.

2. Project cost for construction of school(s) or additions to school(s) located immediately adjacent to the primarily impacted CSA(s) as found in the current adopted District Educational Facilities Plan.

The formula regarding the above option shall at the minimum be based on estimated cost of the improvement on the date that the improvement is programmed for construction as provided in Subsection 8.15(a)(2) of this Third Amended and Restated Agreement.

3. Provision of Modular Classroom

Specific language regarding the number of elementary, middle and high school students that constitute a classroom shall be as stated in School Board Policy 1161.

- (b) A Mitigation contribution provided by a Developer to offset the impact of a residential development must be directed by the School Board toward a permanent school capacity project identified in the first three years of the School District's adopted Five-Year DEFP, or as appropriate, scheduled as a new project in the first three years of the adopted Five-Year DEFP. If the School Board accepts proportionate share mitigation based on the latter, the Board shall amend the adopted Five-Year DEFP to include the proportionate share amount or value of the mitigation. Capacity projects identified within the first three (3) years of the Five-Year Capital Facility Plan shall be considered as committed in accordance with the pertinent Sections of this Third Amended and Restated Agreement.
- (c) If capacity projects are planned in years four (4) or five (5) of the School Board's adopted Five-Year DEFP within the same CSA as the proposed residential development, and if the School Board agrees, the Developer may pay his proportionate share to advance the improvement into the first three years of the adopted Five-Year DEFP to mitigate the proposed development in accordance with the formula provided herein.
- (d) Guidelines for the expenditure of proportionate share mitigation funds towards permanent capacity identified in the adopted Five-Year DEFP, shall be as follows:
 - 1. The School Board shall utilize monies paid by applicants, to provide needed permanent capacity at those schools identified in the District's development review report as being impacted by the development.
 - 2. If site constraints or other feasibility issues make it impracticable for the School Board to provide the needed permanent capacity at the affected school(s) as delineated above, as feasible, the School Board will make efforts to provide the needed capacity at school(s) located immediately adjacent to the primarily impacted CSA(s) as found in the current Adopted Five-Year DEFP (s), thus relieving overcrowding at the primary identified impacted school(s).
 - 3. If disbursement of the mitigation funds is not possible as outlined above, the funds will be spent in the applicable school impact fee service area delineated in the adopted BCLDC in a manner that ensures that the impact of the development is still addressed at the primary affected CSA or an adjacent CSA.

8.17 Appeal Process

A Developer or Local Government receiving a SCAD Letter that indicates capacity is not available may implement the applicable process outlined below.

- (a) A Developer adversely impacted by a SCAD Letter made as a part of the public school concurrency process may appeal such determination by written request to the School Board.
- (b) If the School Board rules in favor of the Developer, School District staff shall issue a subsequent SCAD Letter based on the decision of the School Board. If the School Board does not rule in favor of the Developer or upholds the decision of District staff, the Developer may elect to pursue other appropriate measures.
- (c) A Developer adversely impacted by a non-acceptance of proposed proportionate share mitigation made as a part of the public school concurrency process may elect to pursue other appropriate measures.
- (d) A Developer adversely impacted by a Local Government decision made as a part of the public school concurrency process may appeal such decision using the process identified in the Local Government's regulations for appeal of development orders.
- (e) A Local Government adversely impacted by a SCAD Letter made as a part of the public school concurrency process may initiate the process outlined in Subsection 10.1(a) of this Third Amended and Restated Agreement. If the issue cannot be resolved, the Local Government may appeal such determination to the School Board. If the Local Government is not satisfied with the decision of the School Board, the Local Government or the School Board may seek an advisory opinion from the Oversight Committee. If either the School Board or the Local Government is not satisfied with the opinion of the Oversight Committee, either party may pursue the process outlined in Subsection 10.1.(b) of this Third Amended and Restated Agreement.
- (f) If the School Board does not accept proportionate share mitigation proposed by a Local Government, and such decision results in a dispute between the entities, the Local Government or the School Board may seek an advisory opinion from the Oversight Committee. If the Local Government is not satisfied with the opinion of the Oversight Committee, either party may pursue the process outlined in Subsection 10.1.(b) of this Third Amended and Restated Agreement.

ARTICLE IX COLLOCATION AND SHARED USE

Section 9

- 9.1 Collocation and shared use of facilities are important to both the School Board and local governments. In accordance with pertinent School Board growth management policy, the School Board will look for opportunities to collocate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, collocation and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for collocation and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, collocation and shared use of school and governmental facilities for health care and social services will be considered.
- 9.2 To enable the collocation/shared use of public school facilities with Local Government/civic facilities, the Local Governments shall in January of each year provide to the Staff Working Group information on Local Government public/civic facilities planned for inclusion in its five-year capital improvements plan that could potentially be collocated with public school facilities. Upon receipt of the information, the Staff Working Group shall forward the information to the School District. Also, the Local Governments shall examine the annually submitted School Board's Five-Year Tentative DEFP provided pursuant to Subsection 4.1 of this Third Amended and Restated Agreement and include in the written comments back to the School District information regarding the potential public/civic facilities that could be collocated with planned new schools delineated in the Five-Year Tentative DEFP. This requirement shall not prevent the Local Government from providing information on collocation to the Staff Working Group throughout the calendar year. Information provided to the Staff Working Group and School District shall at the minimum include the planned type of public facility, acreage and location/parcel map. Information provided shall be in hard copy and electronic copy. Upon receiving such information, the School District shall organize meetings with the subject Local Government(s) to further pursue and work towards the collocation of the facilities. The entities shall notify the Staff Working Group of their efforts towards collocation of the subject facilities. As part of efforts towards the collocation such facilities in Broward County, the Staff Working Group shall include in all of its meeting agendas, an agenda item relating to the provision information regarding collocation as stated herein. Subsequently, the Staff Working Group shall in its report to the Oversight Committee, advise the Committee of ongoing efforts towards collocation, including information on facilities that have been collocated in the calendar year.

- 9.3 A separate agreement will be developed for each instance of collocation and shared use which addresses, but is not limited to, legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation and shared use once constructed.

ARTICLE X RESOLUTION OF DISPUTES

Section 10

- 10.1 If the parties to this Third Amended and Restated Agreement are unable to resolve any issue in which they may be in disagreement covered in this Third Amended and Restated Agreement, such dispute will be resolved in the following manner:
- (a) First, the disputing parties will meet together through their respective county or municipal manager or administrator and the Superintendent or their respective designee;
 - (b) If the disputing parties are still unable to resolve the dispute, the disputing parties agree to further attempt to resolve the dispute in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes or such other processes deemed mutually agreeable and appropriate by the parties involved.

ARTICLE XI OVERSIGHT PROCESS

Section 11

- 11.1 The School Board, the County and the Municipalities shall each appoint up to five members to serve on a fifteen (15) member committee to monitor the implementation of this Third Amended and Restated Agreement. Committee members shall be notified in writing and advised of the meetings referenced in Article II and shall receive copies of all pertinent reports and documents produced pursuant to this Third Amended and Restated Agreement. The Superintendent shall organize and staff the meetings of this Committee, utilizing the Staff Working Group for assistance as needed. Also, the County and Municipalities shall cooperate as needed to further the work of the Oversight Committee to the extent feasible. The Committee shall appoint a chairperson, meet at least annually to adopt and issue a report to participating local governments, the School Board, the County and the general public on the effectiveness with which this Third Amended and Restated Agreement is being implemented. The Chairperson of the Committee shall preside over the meeting and within thirty (30) days issue the report stated herein regarding successes and failures regarding implementation of the interlocal agreement during the preceding calendar year. The Committee meeting regarding review of the

interlocal agreement shall be conducted as a public meeting advertised to provide opportunity for public participation.

- 11.2 For purposes of selecting the five appointed Municipal members, the Municipalities will appoint the five representatives through a process deemed mutually agreeable and appropriate by those Municipalities who are a party to this Third Amended and Restated Agreement.
- 11.3 The Oversight Committee shall have the powers outlined in Subsections 8.17 (e) and (f) of this Third Amended and Restated Agreement, and as further specified within this Third Amended and Restated Agreement.

ARTICLE XII SPECIAL PROVISIONS

Section 12

12.1 Land Use Authority

The School Board, County and Municipalities specifically acknowledge that each Local Government is responsible for approving or denying comprehensive plan amendments and development orders within its own jurisdiction. Nothing herein represents or authorizes a transfer of this authority to any other party.

ARTICLE XIII EFFECTIVE DATE AND TERM

Section 13

- 13.1 This Third Amended and Restated Agreement shall become effective upon the signatures of the School Board, the County and at least seventy-five percent (75%) of the Municipalities which include at least fifty percent (50%) of the population within Broward County. This Third Amended and Restated Agreement may be cancelled by mutual agreement of the School Board, the County and the respective Municipalities, unless otherwise cancelled as provided or allowed by law.

**ARTICLE XIV
AMENDMENT PROCEDURES**

Section 14

14.1 Process to Amend the Interlocal Agreement

The procedures to amend this Third Amended and Restated Agreement shall be as follows:

- (a) The party wishing to amend one or more of the above-listed items shall be the "Initiating Party." The Initiating Party may be the School Board, County, or Municipality subject to the requirements of public school concurrency.
- (b) The Staff Working Group shall review the proposed amendment and supporting data and analysis.
- (c) The Initiating Party shall submit the proposed amendment to the Staff Working Group. At the minimum, information submitted shall include:
 - 1. A letter addressed to the Chair of the Oversight Committee which notifies the chair of the proposal to amend the Third Amended and Restated Agreement and outlining the proposed amendment(s);
 - 2. A narrative describing the purpose of the proposed amendment and a statement regarding the impact of the proposed amendment on the School Board's Plan and adopted Five-Year DEFP, and the Local Government's Comprehensive Plan and other elements of public school concurrency addressed by this Third Amended and Restated Agreement.
 - 3. The submitted information must also include all data and analysis supporting the proposed amendment. As necessary, the School District will assist the County and Municipalities in the provision of any school related data regarding amendment(s) proposed by them.
- (d) Within sixty (60) days of receipt of a proposed amendment from the Initiating Party, the Staff Working Group shall review the proposed amendment and supporting data and analysis, and provide written recommendation to the Oversight Committee regarding the proposed amendment. Included in the recommendation shall be whether the proposed amendment is consistent with the Comprehensive Plan as required by Sections 163.3177 and 163.3187, F.S. If the proposed amendment is not consistent with the requirements of the cited statutes, the Staff Working Group shall indicate in its recommendation reasons for the inconsistency with the cited statutes. Upon receipt of the Staff Working Group's

recommendation, the Oversight Committee shall meet and make a final recommendation to the School Board, the County and the Municipalities regarding the proposed amendment. In order to resolve any objections to the proposed amendment, designees of the Initiating Party may meet and confer with the Staff Working Group prior to the Staff Working Group's recommendation to the Oversight Committee.

- (e) If the Oversight Committee cannot reach a consensus on the proposed amendment, the matter shall be resolved pursuant to the dispute resolution process set forth in Article X of this Third Amended and Restated Agreement.
- (f) The parties agree that no proposed amendment will be implemented without the transmittal of the Staff Working Group's recommendation to the Oversight Committee, the final recommendation made by the Oversight Committee, and agreed to by the County and the School Board, and at least seventy-five percent (75%) of the Municipalities which include at least fifty percent (50%) of the population within Broward County. Where the consent of the necessary parties to the Interlocal Agreement is not obtained, no proposed amendment will be implemented unless it is determined to be appropriate through the dispute resolution process set forth in Article X of this Third Amended and Restated Agreement.
- (g) The parties agree that, once a proposed amendment has the required consent of each of the necessary signatories to the Third Amended and Restated Agreement or is determined to be appropriate through dispute resolution, each party will undertake work_program, Comprehensive Plan, and regulatory changes necessary to effectuate the amendment.

ARTICLE XV MISCELLANEOUS

Section 15

15.1 Entire Agreement

This Third Amended and Restated Agreement constitutes the entire agreement and understanding between the parties, and supersedes all other agreements concerning the subject matter contained herein. Any amendments to this Third Amended and Restated Agreement shall be in writing and executed by each respective party. Notwithstanding the foregoing, the parties hereto agree and acknowledge that this Third Amended and Restated Agreement is not intended to usurp or modify the authority, rights, or obligations of the School Board, County or Municipalities as such may be provided elsewhere by law.

15.2 Severability

If any one or more of the provisions contained in this Third Amended and Restated Agreement shall for any reason be held invalid, illegal, unlawful, void or unenforceable with respect to any party hereto, the remainder of this Third Amended and Restated Agreement or the application of such provisions to a party other than those to whom is held invalid, illegal, unlawful, void or unenforceable, shall not be affected and each provision of this Third Amended and Restated Agreement shall be valid and enforceable to the fullest extent permitted by law as if such invalid, illegal unlawful, unenforceable or void provision had never been included herein.

15.3 Notices

All notices or other communications (other than notices for meetings as provided for elsewhere in this Third Amended and Restated Agreement) which shall or may be given pursuant to this Third Amended and Restated Agreement shall be in writing and shall be delivered by personal service or by certified mail addressed to the parties at their respective addresses as specified in Exhibit "A", attached hereto and made a part hereof. Any party may from time to time designate any other address for this purpose by written notice to the parties hereto. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

15.4 Governing Law

This Third Amended and Restated Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Third Amended and Restated Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

15.5 Headings

The captions, section numbers, article numbers, title and headings appearing in this Third Amended and Restated Agreement are inserted only for convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Third Amended and Restated Agreement, nor in any way effect this Third Amended and Restated Agreement and shall not be construed to create a conflict with the provisions of this Third Amended and Restated Agreement

15.6 Counterparts

This Third Amended and Restated Agreement may be executed in counterparts, each of which shall be deemed an original.

15.7 Supplementary Agreements

All parties to this Third Amended and Restated Agreement stipulate that the School Board may enter into Supplementary Agreements with individual municipalities to address

individual circumstances. Any such Supplementary Agreement shall not be inconsistent with this Third Amended and Restated Agreement.

15.8 Authority

Each person signing this Third Amended and Restated Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Third Amended and Restated 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 Third Amended and Restated Agreement.

15.9 Indemnification

Each party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

15.10 No Waiver of Sovereign Immunity

Nothing contained in this Third Amended and Restated Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15.11 No Third Party Beneficiaries

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Third Amended and Restated Agreement. None of the parties intend to directly or substantially benefit a third party by this Third Amended and Restated Agreement. The parties agree that there are no third party beneficiaries to this Third Amended and Restated Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Third Amended and Restated Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

15.12 Non-Discrimination

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Third Amended and Restated Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

15.13 Records

Each party shall maintain its own respective records and documents associated with this Third Amended and Restated Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

IN WITNESS WHEREOF, this Third Amended and Restated Interlocal Agreement has been executed on the respective dates under each signature by and on behalf of Broward County, each of the respective Municipalities and the School Board of Broward County, Florida on this _____ day of _____, 2017.

[REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.]

Signature Pages

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Abby M. Freedman
Abby M. Freedman, School Board Chair

Mollie L. Copeland
Witness as to all Signatories
Print Name Mollie L. Copeland

ATTEST: Robert W. Runcie
Robert W. Runcie, Superintendent
Of Schools

Christine Rodriguez
Witness as to all Signatories
Print Name Christine Rodriguez

(CORPORATE SEAL)

State of Florida, Broward County

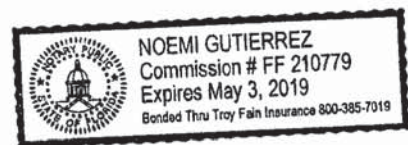
WITNESS my hand and official seal this 13th day of June, 2017

Noemi Gutierrez

Print Name _____

(AFFIX NOTARY SEAL)

My Commission Expires: May 3, 2019



Approved as to form: Barbara Myrick
Barbara Myrick, General Counsel

BROWARD COUNTY through its Mayor, authorized to execute same by Board action on the ____ day of _____, 2017.

ATTEST:

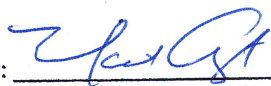
BROWARD COUNTY, by and through its
BOARD OF COUNTY COMMISSIONERS

Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County Commissioners

By: _____
Barbara Sharief, Mayor

_____ Day of _____, 2017.

Approved as to form by
Office of County Attorney
Broward County, Florida
Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:  _____
Maite Azcoitia
Deputy County Attorney

8 Day of August, 2017.

CITY OF COCONUT CREEK through its Mayor, authorized to execute same by Commission action on the _day of _____, 2017.

(CITY SEAL)

CITY OF COCONUT CREEK
a Florida municipal corporation

By: _____
Mary C. Blasi, City Manager

ATTEST:

By: _____
Leslie Wallace May, CMC
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
CITY ATTORNEY

CITY OF COOPER CITY through its Mayor, authorized to execute same by Commission action on the __day of _____, 2017.

CITY OF COOPER CITY, FLORIDA

By: _____
Greg Ross, Mayor

_____ Day of _____, 2017.

ATTEST:

By: _____
Susan Poling, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF CORAL SPRINGS through its Mayor, authorized to execute same by Commission action on the _day of _____, 2017.

CITY OF CORAL SPRINGS, a
Municipal Corporation organized
and existing under the laws of
the State of Florida

By: _____
Walter "Skip" Campbell, Mayor

_____ Day of _____, 2017

ATTEST:

APPROVED AS TO FORM:

By: _____
Debra Dore Thomas, City Clerk

By: _____
John J. Hearn, City Attorney

CITY OF DANIA BEACH through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

ATTEST:

CITY OF DANIA BEACH,
a Florida municipal corporation

Louise Stilson
CITY CLERK

BY: _____
Tamara James
MAYOR-COMMISSIONER

BY: _____
Robert Baldwin
CITY MANAGER

APPROVED FOR FORM
AND CORRECTNESS:

BY: _____
Thomas J. Ansbro, Esquire
CITY ATTORNEY

TOWN OF DAVIE through its Mayor, authorized to execute same by Council action on the _____ day of _____, 2017.

TOWN OF DAVIE, FLORIDA

WITNESSES:

By: _____
Mayor/Councilmember

ATTEST:

By: _____
Town Administrator

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

CITY OF DEERFIELD BEACH through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

CITY OF DEERFIELD BEACH, FLORIDA

Mayor

Attest _____ (Seal)
City Clerk

CITY OF FORT LAUDERDALE through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2017.

CITY OF FORT LAUDERDALE

WITNESSES:

By: _____
Mayor

By: _____
City Manager

(CORPORATE SEAL)

ATTEST:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____, 2017, by John P. Seiler, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did take an oath.

(SEAL) By: _____
Notary Public, State of Florida

STATE OF FLORIDA:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____, 2017, by Lee R. Feldman, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did take an oath.

(SEAL) By: _____
Notary Public, State of Florida

CITY OF HALLANDALE BEACH through its Mayor, authorized to execute same by Commission action on the ___ day of _____, 2017.

ATTEST:

CITY OF HALLANDALE BEACH, FLORIDA

By: _____
MARIO BATAILLE, CITY CLERK

By: _____
MAYOR JOY COOPER

APPROVED AS TO FORM:

JENNIFER MERINO, CITY ATTORNEY

CITY OF HOLLYWOOD through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2017.

CITY OF HOLLYWOOD, FLORIDA

Attest: _____ (Seal)

BY: _____
Patricia A. Cerny, MMC
City Clerk

BY: _____
Josh Levy, Mayor

Approved as to form and legality
For the use and reliance of the
City of Hollywood, Florida, only.

BY: _____
Jeffrey P. Sheffel, City Attorney

TOWN OF LAUDERDALE-BY-THE-SEA through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2017.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Attest: _____ (Seal)

BY: _____
Tedra Allen, Town Clerk

BY: _____
Scot Sasser, Mayor

Approved as to form and legality
For the use and reliance of the
Town of Lauderdale-By-The-Sea, Florida, only.

BY: _____
Susan L. Trevarthen, Town Attorney

CITY OF LAUDERDALE LAKES through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

CITY OF LAUDERDALE LAKES

By: _____
Hazelle P. Rogers., MAYOR

ATTEST:

By: _____
Sharon Houslin, CITY CLERK

Signed, sealed and delivered in
The presence of:

Witness Signature

Printed Name

Witness Signature

Printed Name

CITY OF LAUDERHILL through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2017.

CITY OF LAUDERHILL, FLORIDA

By: _____
Mayor Richard J. Kaplan

ATTEST _____
City Clerk Andrea Anderson

(Seal)

CITY OF MARGATE through its Mayor, authorized to execute same by Commission action on the ____day of _____, 2017.

ATTEST:

CITY OF MARGATE, FLORIDA

By: _____
CITY CLERK, JOSEPH J. KAVANAGH

By: _____
MAYOR, Tommy Ruzzano

By: _____
SAMUEL A. MAY
CITY MANAGER

APPROVED AS TO FORM:

By: _____
Douglas R. Gonzales
CITY ATTORNEY

CITY OF MIRAMAR through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2017.

WITNESSES:

CITY OF MIRAMAR

ATTEST:

City Clerk

BY: _____

City Manager

_____ Day of _____, 2017

(CORPORATE SEAL)

APPROVED AS TO FORM:

BY: _____

City Attorney

CITY OF NORTH LAUDERDALE through its Mayor, authorized to execute same by Commission action on the ___ day of _____, 2017.

CITY OF NORTH LAUDERDALE, a
Florida municipal corporation

By: _____
Ambreen Bhatti, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Patricia Vancheri, City Clerk

By: _____
Samuel S. Goren, City Attorney

CITY OF OAKLAND PARK through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

CITY OF OAKLAND PARK
a Florida municipal corporation

By: _____
JOHN ADORNATO III, MAYOR

ATTEST:

By: _____
RENEE M. SHROUT, CMC, CITY CLERK

APPROVED AS TO FORM:

By: _____
DONALD J. DOODY, CITY ATTORNEY

CITY OF PARKLAND through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2017.

CITY OF PARKLAND

WITNESSES:

By: _____

By: _____

Mayor Christine Hunschofsky

_____ Day of _____, 2017.

By: _____

ATTEST:

By: _____

Jennifer Johnson, City Clerk

By: _____

City Manager Nancy Morando

_____ Day of _____, 2017.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By: _____

City Attorney

TOWN OF PEMBROKE PARK through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

ATTEST:

TOWN OF PEMBROKE PARK

By: _____
Clerk Commissioner

By: _____
Mayor-Commissioner

CITY OF PEMBROKE PINES through its Mayor, authorized to execute same by Commission action on the __ day of _____, 2017.

ATTEST:

CITY OF PEMBROKE PINES, FLORIDA

By: _____
MARLENE GRAHAM, CITY CLERK

By: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

SAM GOREN, CITY ATTORNEY

CITY OF PLANTATION through its Mayor, authorized to execute same by Council action on the _____ day of _____, 2017.

Signed, sealed and delivered in the presence of:

CITY OF PLANTATION

Attest _____

Susan Slattey, City Clerk

By: _____

Witness:

Diane Veltri Bendekovic, Mayor

Typed Name of Witness

As to legal form:

Witness:

By: _____

City Attorney

Typed Name of Witness

CITY OF POMPANO BEACH through its Mayor, authorized to execute same by Commission action on the ___ day of _____, 2017.

Witness:

CITY OF POMPANO BEACH

By: _____
Signature

By: _____
LAMAR FISHER, MAYOR

By: _____
Signature

By: _____
GREG HARRISON, CITY MANAGER

Attest:

By: _____
ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As to Form:

By: _____
MARK BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

TOWN OF SOUTHWEST RANCHES through its Mayor, authorized to execute same by Council action on the __ day of _____, 2017.

TOWN OF SOUTHWEST RANCHES, FLORIDA

By: _____
DOUG MCKAY, MAYOR

ATTEST:

By: _____
RUSSELL MUNIZ, TOWN CLERK

APPROVED AS TO FORM AND CORRECTNESS

By: _____
KEITH POLIAKOFF, TOWN ATTORNEY

CITY OF SUNRISE through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2017.

CITY OF SUNRISE, FLORIDA

BY: _____
Michael J. Ryan, Mayor

This __ day of _____, 2017.

AUTHENTICATION:

Felicia M. Bravo, City Clerk

(SEAL)

Approved as to Form and Legal Sufficiency
Office of the City Attorney, Sunrise, Florida.
Kimberly A. Kisslan, City Attorney
10770 West Oakland Park Boulevard
Sunrise, FL 33351
Telephone: (954) 746-3300

BY: _____
Kimberly A. Kisslan

CITY OF TAMARAC through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2017.

CITY OF TAMARAC

By: _____
Harry Dressler, Mayor

Date: _____

ATTEST: _____

By: _____
Pat Teufel, City Clerk

Date: _____

By: _____
Michael C. Cernech, City Manager

Date: _____

Approved as to form and legal
Sufficiency:

By: _____
Samuel S. Goren, City Attorney

CITY OF WESTON through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2017.

CITY OF WESTON, through its
City Commission

ATTEST:

Patricia A. Bates, City Clerk

By: _____
Daniel J. Stermer, Mayor
_____ day of _____, 2017.

BY: _____
John R. Flint, City Manager
_____ day of _____, 2017.

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

BY: _____
City Attorney
_____ day of _____, 2017.

(CITY SEAL)

CITY OF WEST PARK through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2017.

CITY OF WEST PARK, through its
City Commission

ATTEST:

Alexandra Grant, City Clerk

By: _____
Eric H. Jones, Jr., Mayor

_____ day of _____, 2017.

BY: _____
W. Ajibola Balogun, City Manager

_____ day of _____, 2017.

Approved as to form and legality
for the use of and reliance by the
City of West Park only:

BY: _____
Burnadette Norris-Weeks, City Attorney

(CITY SEAL)

_____ day of _____, 2017.

CITY OF WILTON MANORS through its Mayor, authorized to execute same by Council action on the ____ day of _____, 2017.

CITY OF WILTON MANORS, FLORIDA

By: _____
Gary Resnick, MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____
Kathryn Sims, CMC/AAE
CITY CLERK

By: _____
CITY ATTORNEY

List of Amendments to the Second Amended Interlocal Agreement for Public School Facility Planning

ILA Section	Summary of Existing Provision	Proposed Change
Introduction	N/A	<ol style="list-style-type: none"> 1. Rename Agreement to Third Amended and Restated ILA (and throughout the Agreement) 2. New Whereas Clauses to explain amendment
Article 3	Includes a schedule to begin implementation of public school concurrency and other hard dates for sharing information required by the Agreement	Deletes schedule because <ol style="list-style-type: none"> 1. Hard dates for initial implementation of PSC have passed 2. Agreement already includes provisions that govern timeframes for specific requirements
3.1	Requires annual update of County-wide projections and student enrollment projections	Substitutes “regularly” with “annually” to provide more flexibility because County no longer updates projections each year
4.3	Requires Staff Working Group assistance with Educational Plant Survey	Inserts that this requirement is only necessary upon request by the School District
7.3	Defines a maximum 45-Day review period for comprehensive plan amendments and rezoning applications	Shortens maximum review timeframe to 30 days, consistent with School Board practice
7.8 8.3 (b)(d)&(e) 8.13(g) 18.7	Acknowledges only permanent school capacity	Deletes “permanent”
7.10 (a)(1)	Refers to capacity as “gross” until the end of the 2018/19 school year and commencing 2019/20 school year as “permanent”	Deletes the distinction between “gross” and “permanent” as it relates to school capacity in District development review comments
8.2(c)(3)	Refers to October 15, 2009 and annually thereafter as the deadline for District to provide the County and Municipalities with annual data and analysis	Establishes annually by October 31 as new deadline to enable sufficient time to School District to generate data
8.5(b)	Requires amendments to District Educational Facilities (DEFP) plan to be accomplished by ordinance	Removes requirement since Municipalities opted to adopt the DEFP by reference into their Capital Improvements Element

ILA Section	Summary of Existing Provision	Proposed Change
8.10	Establishes the Level of Service Standard (LOS) as 100% of gross capacity (with relocatable classrooms) until the end of the 2018/19 school year; and commencing at the 2019/20 school year, 110% of the permanent Florida Inventory of School Houses (FISH) capacity as the LOS	Establishes two school types for the purpose of establishing a uniform, district wide LOS <ol style="list-style-type: none"> 1. School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity. 2. School Type B is a bounded elementary, middle or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.
8.10 (e)	Prescribes how student enrollment projections are adjusted when a charter schools closes	Removes statement to enable the District flexibility to react appropriately to school choice
8.13(f)(2)(i)	Refers to Twentieth Day Enrollment	Substitutes Benchmark Day to reflect District enrollment data practices
8.13(g)(6)	Requires notice to School District to prevent expiration of a Final School Capacity Determination (SCAD) Letter	Removes requirement for notice since Final SCAD letters remain valid concurrent with the underlying approval

NOTE: Minor amendments to correct scrivener's errors and obsolete statutes are not reflected in the matrix above.

Prepared by: The School Board of Broward County, Florida, Facility Planning and Real Estate Department

**THE OVERSIGHT COMMITTEE
FOR
THE IMPLEMENTATION OF THE SECOND AMENDED INTERLOCAL AGREEMENT FOR
PUBLIC SCHOOL FACILITY PLANNING, BROWARD COUNTY, FLORIDA**

600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301

Telephone: 754-321-2177

Fax: 754-321-2179

August 9, 2017

The Honorable Barbara Sharief
Mayor, Broward County
115 South Andrews Avenue, Room 421
Fort Lauderdale, Florida 33301

RE: Oversight Committee Recommendation on the Proposed Third Amended and Restated Interlocal Agreement for Public School Facility Planning

Dear Ms. Sharief:

The purpose of this correspondence is to inform you that pursuant to Article XIV (Amendment Procedures) of the Second Amended Interlocal Agreement for Public School Facility Planning (ILA), the Oversight Committee on April 12, 2017 reviewed the proposed Third Amended and Restated ILA and related back-up materials. At the conclusion of deliberations, the Committee unanimously voted to approve the proposed amendments, which include changing the level of service standard (LOS) from the current 100% gross capacity (sunsetting the use of relocatables in the year 2018/19) and commencing the 2019/20 school year, reverting to 110% permanent Florida Inventory of School Houses (FISH) capacity to an Alternate LOS Concept. The Alternate LOS would change the Level of Service Standard (LOS) to the higher of: 100% gross capacity or 110% permanent capacity. The School Board accepted the Oversight Committee's recommendation and acted on June 13, 2017 to approve the Proposed Third Amended and Restated ILA.

The Committee believes that the proposed changes as reflected in the Third Amended and Restated ILA, are a manageable solution to the complex issues that necessitated the changes. Additionally, the Committee is pleased that this solution was reached in partnership with the School Board, School District staff, Broward County staff, Staff Working Group, other stakeholders, and members of the community at large. Implicit in the Oversight Committee's unanimous vote is its resolute request for the School Board, the Broward County Board of County Commissioners, and the 27 Municipal signatories to the Second Amended ILA to promptly approve the Third Amended and Restated ILA.

Furthermore, it can be safely assumed that the Committee agrees that a successful adherence to the tentative schedule regarding consideration of the proposed Third Amended and Restated ILA is very important to ensure that the hard work put forth by all involved yields the desired result. Please be assured that as we go through the process to amend the Agreement, the Oversight Committee will continue to lend its assistance to ensure a successful outcome.



Please contact Chris Akagbosu, Director, Facility Planning and Real Estate Department, Broward County Public Schools at (754) 321-2162, or via E-Mail at chris.akagbosu@browardschools.com if you have additional questions regarding this matter. Also, please copy Mr. Akagbosu on all correspondence regarding this matter.

Sincerely,



Daniel J. Stermer, Chair
Oversight Committee

CA:lw

cc: Broward County Commissioners
Bertha Henry, County Administrator, Broward County
Maite Azcoitia, Deputy Attorney, Broward County

Oversight Committee Members

*Mayor Daniel J. Stermer, Chair • School Board Member Laurie Rich Levinson, Vice Chair • Mayor Christine Hunschofsky, Secretary,
Mayor Joy Cooper • Debby Eisinger • School Board Chair Abby M. Freedman
School Board Member Patricia Good • Lew Naylor • Mikelage Olbel • Mayor Gary Resnick • Roy Rogers • Jonathan Schwartz
Mayor Barbara Sharief • Peter Tingom • Lois Wexler*



Town of Southwest Ranches
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Southwest Ranches, FL 33330-2628

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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: Martin D. Sherwood, Town Financial Administrator
DATE: 11/9/2017
SUBJECT: FY 2016-2017 Year-End Budget Adjustment

Recommendation

It is recommended that the Town Council adopt the attached resolution adjusting the FY 16/17 Town Budget as presented to prevent Fund or Departmental expenditures from exceeding budgeted approved Fund or Departmental appropriations.

Strategic Priorities

A. Sound Governance

Background

Each municipality within the State of Florida is required by State Statute to adopt a balanced budget through a formal public process and to not exceed the appropriations adopted through that process. For the Town of Southwest Ranches, the level for assessing expenditures and appropriations is at the Fund and Departmental levels. None of the Town's five funds (General, Transportation, Capital Projects, Debt Service or Solid Waste) had regular expenditures that exceeded their adopted current budget which would result in a violation of State Statute. However, due to a Federal, State and Local declaration of emergency because of Hurricane Irma during September 2017, the Solid Waste Fund incurred emergency expenditures that were not budgeted resulting in exceeding their total current budget. It shall also be noted that for the fifth consecutive year, the Southwest Ranches Volunteer Fire

Rescue, Inc. (a financial reporting component unit) also did not exceed its adopted total current budget.

A few of the individual General Fund Departments did exceed their total approved budgets. For each of those Departments the Town, in accordance with its charter, needs to adjust the impacted departmental budgets. Adoption of the attached resolution including exhibit A “cleans up” the FY 16/17 budget for overall Town charter compliance.

Fiscal Impact/Analysis

Three of the five Town funds need no revision as no allocation centers (Departments) exceeded budget. The only funds which needs to be addressed is the General Fund and the Solid Waste Fund.

Within the General Fund, two departments require a budgeted line item adjustment to “true-up” between offsetting revenue and expenditure accounts while two departments exceeded their appropriations. The impacted departments are: 1) Legislative, 2) Town Attorney, 3) Building - Permitting Services and 4) Code Enforcement/Zoning Services, respectively.

Legislative expenditures were higher due to the success of Scholarship Education Advisory Board (SEAB) fund raising revenues exceeding budget expectations resulting in an offsetting higher amount of scholarship awards granted (\$13,392). Town Attorney’s expenditures were exceeded due to continued extraordinary and unanticipated litigation, including Code Enforcement activities on behalf of the Town (\$26,907). Building - Permitting Services Department expenditures were higher due to regulatory and/or contractual costs associated with additional permitting and inspection activities (\$149,333). This expense was offset by increased revenues received. Finally, Code Enforcement/Zoning Services had lower expenditures (\$15,688) due to lower zoning services rendered which also resulted in lower planning/zoning permit fees.

Fortunately, most revenue collected and accounts receivables pertaining to revenues also exceeded budgetary expectations. By adjusting for these unexpected increases or decreases in advalorem taxes (\$39,200), utility taxes (\$68,426), franchise fees (\$39,353), communication services taxes (\$1,555), building – permitting fees (\$181,969), fire assessment fees (\$24,794), planning/zoning permit fees (\$9,623), code enforcement/legal recoveries (\$74,228), State Revenue Sharing-Sales Taxes (\$2,136), charges for services-ambulance fees (\$7,577), Judgement & Fines – Traffic Court (\$12,758), and contributions/donations for education/scholarships (\$13,392) and upon reversing the current budget appropriated fund balance of (\$88,423), the above mentioned departmental expenditures are balanced and the utilization of General Fund budgeted unassigned Fund Balance are reduced. **Therefore, this resolution increases the total current budget of the General Fund for Fiscal Year 2016 / 2017 by \$173,945.**

Within the Solid Waste Fund, Hurricane Irma emergency debris monitoring, collection and disposal costs through fiscal year end September 30th, 2017 are estimated at \$635,556 gross. Although it is anticipated that the Town will ultimately recover 95% (or \$603,778) of its gross costs from both Federal and State authorities at least through fiscal year end 2017, the offsetting revenue cannot be recorded until officially approved (which is expected during subsequent fiscal year 2018). **Therefore, this resolution also increases the total current**

budget of the Solid Waste Fund for Fiscal Year 2016 / 2017 by \$635,556.

Staff Contact:

Martin D. Sherwood, Town Financial Administrator
Richard Strum, Controller

ATTACHMENTS:

Description	Upload Date	Type
FY 2016-2017 Year-End Budget Adjust Reso - TA Approved	11/3/2017	Resolution
FY 2016-2017 Year-End Budget Adjust worksheet-Exhibit A	11/7/2017	Resolution

RESOLUTION NO. 2018 -

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END
BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2016-2017
BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on September 29th, 2016, pursuant to Ordinance No. 2016-004, the Town Council approved and adopted the fiscal year 2016/2017 budget; and

WHEREAS, State law and the Town's Ordinance adopting the fiscal year 2016/2017 budget provides for the adjustment of the approved and adopted budget Ordinance via a Resolution; and

WHEREAS, the Town of Southwest Ranches operates as a municipality within the State of Florida and is subject to the laws of the State of Florida related to Municipal Finance; and

WHEREAS, one such provision of law prohibits the expenditure of funds in excess of adopted appropriations; and

WHEREAS, in accordance with the external auditor requirements, and sound budgetary process, year-end budget adjustments are necessary within 60 days of fiscal year end in order to balance the Fiscal Year (FY) 2016/2017 Budget to comply with Florida State Statutes; and

WHEREAS, The Town Council has determined that it is desirable to adjust the Fiscal Year 2016/2017 Adopted Budget to account for variances in actual expenditures and revenues in relation to the current Fiscal Year 2016/2017 Budget;

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

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

Section 2: Authorization. The Town Council of the Town of Southwest Ranches does hereby approve the year-end budget adjustment for Fiscal Year 2016/2017 as attached hereto and incorporated herein by reference as Exhibit "A".

Section 3: Effective Date. This Resolution shall become effective immediately upon its adoption and retroactive for budget Year 2016/2017.

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 M. Poliakoff, J.D., Town Attorney
114514306.1

EXHIBIT A

**TOWN OF SOUTHWEST RANCHES
FYE 2016 / 2017 BUDGET ADJUSTMENTS**

GENERAL FUND

<i>General Fund Revenue</i>	FY 16/17 Current Budget	Budget Change- Increase/ (Decrease)	FY 16/17 Revised Current Budget	Explanation
Advalorum Taxes	5,455,885	39,200	5,495,085	Advalorum tax collections higher than anticipated
Utility Taxes	793,213	68,426	861,639	Unanticipated collections
Franchise Fees	600,121	39,353	639,474	Unanticipated collections
Communication Svcs Taxes	371,541	1,555	373,096	Unanticipated collections
Building - Permitting Fees	419,184	181,969	601,153	Town permitting/inspection fees higher than anticipated
Fire Assessment Fees	1,747,757	24,794	1,772,551	Fire Assessment collections higher than anticipated
Planning/Zoning Permit Fees	104,300	(9,623)	94,677	P&Z Permitting fees lower than originally anticipated
Code Enforcement/Legal Recoveries	160,000	(74,228)	85,772	Code/Lien enforcement recoveries lower than anticipated
SRS-1/2 cent Sales Taxes	493,448	(2,136)	491,312	State revenue sharing lower than anticipated
Charges for Services-Ambulance Fees	124,000	(7,577)	116,423	Public Safety-Ambulance Fee collections lower than anticipated
Judgement & Fines - Traffic Court	125,000	(12,758)	112,242	Traffic Court violations/collections lower than anticipated
Contrib/Donations-Educ/Scholarships	7,500	13,392	20,892	Higher SEAB contributions received than budgeted (\$20,892-\$7,500)
Appropriated Fund Balance	110,570	(88,423)	22,147	Reduction in anticipated utilization of GF Fund Balance
		\$173,945	Total increase to budgeted revenues (net)	
<i>General Fund Department</i>	FY 16/17 Current Budget	Budget Change- Increase/ (Decrease)	FY 16/17 Revised Current Budget	Explanation
Legislative	50,475	13,392	63,867	Higher aid granted for Scholarships than budgeted (\$20,892-\$7,500)
Town Attorney	522,500	26,907	549,407	Extraordinary/Unanticipated (incl. Code Enforcement) Litigation
Building - Permitting Services	300,000	149,333	449,333	Permit processing/EMC costs offset by increased revenues per above
Code Enforcement/Zoning Services	69,300	(15,688)	53,612	Zoning costs lower than originally budgeted
		\$173,945	Total increase to budgeted expenditures (net)	

SOLID WASTE FUND

<i>Solid Waste Fund Revenue</i>	FY 16/17 Current Budget	Budget Change- Increase	FY 16/17 Revised Current Budget	Explanation
Appropriated Net Assets	0	635,556	635,556	Increase in utilization of Solid Waste Fd Net Assets(Gross)
		\$635,556	Total increase to budgeted revenues	
<i>Solid Waste Fund Expenditures</i>	FY 16/17 Current Budget	Budget Change- Increase	FY 16/17 Revised Current Budget	Explanation
Emergency & Disaster Relief Services	0	635,556	635,556	Unanticipated Hurricane Irma Monitoring/Collect/Disposal Costs(Gross)
		\$635,556	Total increase to budgeted expenditures	



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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 Manager
DATE: 10/11/2017
SUBJECT: 1st Modification to Agreement - Prestige Right of Way

Recommendation

Council approval is requested to approve the first modification extending the Agreement with Prestige Property Maintenance Services for Town-Wide Right of Way Maintenance.

Strategic Priorities

D. Improved Infrastructure

Background

The Town's current contract for maintenance of Irrigation will expire on February 12, 2018. Town-wide maintenance has been satisfactory and the vendor has provided a high level of service. The Agreement allows one two (2) year extension.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2018 approved Budget – Municipal Transportation Fund accounts #101-5100-541-46010 and 53110 (Maintenance Services/Repair Contracts and Road Materials-Griffin Road Maintenance).

Staff Contact:

December Lauretano-Haines, Parks Recreation and Open Space Manager

ATTACHMENTS:

Description	Upload Date	Type
Prestige Right of Way Reso - TA Approved	11/3/2017	Resolution
1st Modification to Agreement - Prestige Right of Way	10/12/2017	Backup Material

RESOLUTION NO. 2018-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND PRESTIGE PROPERTY MAINTENANCE, INC. FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL TWO (2) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in September 2014, the Town published a Request for Proposals No. 14-015 seeking Town-Wide Right of Way Maintenance Services; and

WHEREAS, the Town's Selection Committee ("SC") ranked Prestige Property Maintenance, Inc. ("Prestige") the most responsive and responsible vendor; and

WHEREAS, on February 12, 2015, pursuant to Resolution 2015-024, the Town entered into an agreement with Prestige Property Maintenance, Inc. (the "Agreement"); and

WHEREAS, the initial three (3) year term of the Agreement will expire on February 12, 2018; and

WHEREAS, Section 24 of Exhibit "A-1" to the Agreement provides for an extension of one additional two (2) year term, at the sole discretion of the Town; and

WHEREAS, the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with Prestige Property Maintenance, Inc. for two years, specifically through February 12, 2020.

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

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

Section 2. Approval. The Town Council hereby approves the First Modification to the Agreement between the Town of Southwest Ranches and Prestige Property Maintenance, Inc. for Town-Wide Right of Way Maintenance Services for one additional (2) year term, specifically through February 12, 2020.

Section 3. Authorization. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the First 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. Effective Date. This Resolution shall become effective immediately upon 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	_____	Ayes	_____
Breitkreuz	_____	Nays	_____
Fisikelli	_____	Absent	_____
Jablonski	_____		
Schroeder	_____		

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
114514273.1

EXHIBIT A

**FIRST MODIFICATION TO THE AGREEMENT BY AND BETWEEN
THE TOWN OF SOUTHWEST RANCHES FLORIDA AND PRESTIGE
PROPERTY MAINTENANCE, INC FOR TOWN-WIDE RIGHT OF WAY
MAINTENANCE SERVICES**

THIS **FIRST MODIFICATION** is made and entered into the 9th day of November, 2017 by and between the Town of Southwest Ranches, Florida municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "Town") and Prestige Property Maintenance, Inc. for Town-wide Right of Way Maintenance Services, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, in September 2014, the Town published a Request for Proposals No. 14-015 seeking Town-Wide Maintenance Services; and

WHEREAS, the Town's Selection Committee ("SC") ranked Prestige Property Maintenance, Inc. ("Prestige") most responsive and responsible vendor; and

WHEREAS, on February 12, 2015, pursuant to Resolution 2015-024, the Town entered into an agreement with Prestige Property Maintenance, Inc. (the "Agreement"); and

WHEREAS, the initial three (3) year term of the Agreement will expire on February 12, 2018; and

WHEREAS, Section 24 of Exhibit "A-1" to the Agreement provides for an extension of one additional two (2) year term, at the sole discretion of the Town; and

WHEREAS, the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with Prestige Property Maintenance, Inc. for two years, specifically through February 12, 2020.

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. Exhibit "A-1," Section 24 "Contract Term/Extensions," shall be deleted in its entirety and replaced as follows:

24. CONTRACT TERM: The term of this Agreement shall be from February 12, 2018 through February 12, 2020.

3. All other Sections remained unchanged shall remain in full force and effect.

IN WITNESS WHEREOF, this First Modification to the Agreement is accepted and executed as of this 9th day of November, 2017.

WITNESSES:

CONTRACTOR:

Prestige Property Maintenance, Inc.

By: _____

Greg Lica, Controller

TOWN OF SOUTHWEST RANCHES

By: _____

Andrew Berns, Town Administrator

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney

114514273.1

RESOLUTION NO. 2015-024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION COMMITTEE'S DECISION TO RANK PRESTIGE PROPERTY MAINTENANCE AS THE HIGHEST QUALIFIED PROPOSER FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES TO THE TOWN; APPROVING AN AGREEMENT WITH PRESTIGE PROPERTY MAINTENANCE, INC. TO PROVIDE TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES TO THE TOWN; APPROVING AN ADDITIONAL 2014-2015 EXPENSE NOT TO EXCEED \$54,555 (FIFTY-FOUR THOUSAND, FIVE HUNDRED FIFTY FIVE DOLLARS) FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES, WHICH INCLUDES AN ADDITIONAL \$32,755 FOR THE PRORATED CONTRACTUAL INCREASE AND \$21,800 FOR AN INITIAL ONE TIME CLEAN UP; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND AND TRANSPORTATION FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, In September, 2014, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 14-015 seeking Town-Wide Right of Way Maintenance Services; and

WHEREAS, three (3) companies attended the Town's mandatory pre-proposal conference on October 23, 2014 at 11:00 A.M.; and

WHEREAS, on November 20, 2014, the Town opened the responses that it received from Prestige Property Maintenance, Inc. ("Prestige"), SFM Services, Inc., and Superior Landscape and Lawn Service. Inc. (collectively referred to as the "Proposers"); and

WHEREAS, on December 11, 2014, at an advertised public meeting, the Town's Selection Committee ("SC") reviewed the three (3) proposals, and decided to meet with the Proposers for questions and answers at the next scheduled SC meeting; and

WHEREAS, on January 6, 2015, at an advertised public meeting, the Town's Selection Committee ("SC") heard from the Proposers and ultimately ranked Prestige Property Maintenance as the highest qualified proposer; and

WHEREAS, the Town Council hereby accepts the ranking of the SC and authorizes the Town Administrator to enter into an agreement with Prestige; and

WHEREAS, the project is underfunded in the current fiscal year 2014-2015, and the Town desires to provide funds for this project from its General Fund and Transportation Fund; and

WHEREAS, Prestige and the Town desire to enter into an Agreement for the provision of Town-Wide Right of Way Maintenance Services by Prestige 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. After reviewing all the information provided, the Town Council hereby accepts the decision of the SC that the highest qualified proposer for Town-Wide Right of Way Maintenance Services is Prestige Property Maintenance, Inc.

Section 3. 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 Town-Wide Right of Way Maintenance Services.

Section 4. In accordance with the Town Charter and the budget adopted in Ordinance No. 2014-006, the FY 2014-2015 budget is hereby amended by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$54,555 and increasing the Transportation Fund: revenue account 101-0000-381-38101 in the amount of \$54,555; and, correspondingly, increasing the General Fund: Transfer to the Transportation Fund revenue account 001-3900-581-91101 in the amount of \$54,555; increasing the Transportation Fund: Landscaping Maintenance Service expense account 101-5100-541-46010 in the amount of \$7,504; and increasing the Transportation Fund: Landscaping – Griffin Road Maintenance – expense account 101-5100-541-53110 in the amount of \$47,051.

Section 5. The Town Council and authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with Prestige 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 6. This Resolution shall take effect immediately upon its adoption.

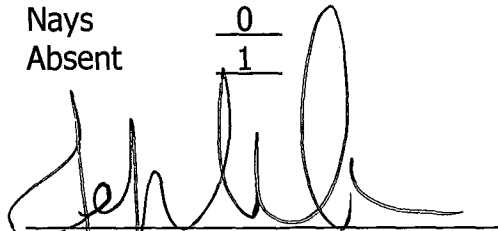
[Signatures on Following Page]

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

Ranches, Florida, this 12th day of February, 2015, on a motion by Council Member Breitkreuz and seconded by Council Member McKay.

Nelson	<u>Absent</u>
Fisikelli	<u>Yes</u>
Breitkreuz	<u>Yes</u>
Jablonski	<u>Yes</u>
McKay	<u>Yes</u>

Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>1</u>

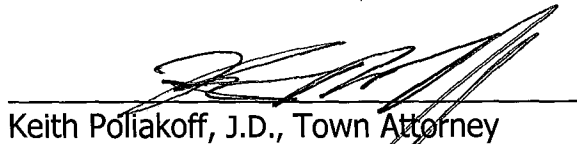

Jeff Nelson, Mayor

ATTEST:



Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, J.D., Town Attorney

112237415.1

AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
PRESTIGE PROPERTY MAINTENANCE, INC.
FOR
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES
RFP No. 14- 015

TOWN – WIDE RIGHT-OF-WAY MAINTENANCE SERVICES
RFP No. 14-015

THIS IS AN AGREEMENT (“Agreement”) made and entered into on this 12th day of February 2015 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and **Prestige Property Maintenance, Inc.** (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to select a contractor for the purpose of **Town-Wide Right-of-Way Maintenance Services (“Project”)**; and

WHEREAS, the Town advertised a Request for Proposals, RFP No. 14-015 on September 17, 2014 (“RFP”); and

WHEREAS, three (3) proposals were received by the TOWN on November 20, 2014; and

WHEREAS, the Town has adopted Resolution No. 2015- 024 at a public meeting of the Town Council approving the recommended award and has selected Prestige Property Maintenance, Inc. for award of the Project; and

WHEREAS, the proposal submitted to the Town by Contractor is attached to this Agreement as Exhibit “A-1” and made a part hereof.

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

1. CONTRACT DOCUMENTS/SCOPE OF WORK: The Contract Documents consist of the following documents: Request for Proposals #14-015 (attached herein as Composite Exhibit “B,” hereinafter interchangeably referred to as the “Scope of Services,” “Services,” or “Work” unless otherwise specified), which is incorporated herein by reference and shall be completely integrated and construed as being a specific part of this Agreement, Contractor’s Proposal (Exhibit “A-1”), this Agreement and any written modifications hereto. In the case of a conflict in the Contract Documents, those requiring the more stringent performance by Contractor shall govern. The Contractor shall provide Town-wide Right-of-Way Maintenance Services for the term of this Agreement, and any approved extensions thereto (as set forth in Section 24 of the RFP). The Work includes but is not limited to the following: furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described and detailed in, or reasonably inferable from, the Contract Documents. Refer also to SCOPE OF SERVICES / SPECIFICATIONS, Sections A-X of the RFP. All Work rendered pursuant to this Agreement by Contractor shall be performed in strict 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 and/or best management 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.

2. LICENSING/PERMITS: Contractor represents that it will maintain at all times during the progress of any Work and any warranty period, all licenses, certificates of competency or other documents required by the Scope of Services evidencing compliance with licensure requirements necessary to practice his profession as required by Florida law, Broward County, and the Town’s Code.

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3. INSURANCE: Contractor shall procure and maintain at all times during the performance of this Agreement, including any approved extensions thereof, all insurance coverages required by, and in the manner specified in, Section 9 of the RFP.

4. INDEMNIFICATION: Contractor's indemnification obligations are set forth in Section 16 of the RFP. Contractor further agrees that in claims against any person indemnified hereunder by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations hereunder shall not be limited by a limitation on amount or type or amount of damages, compensation or benefits payable under worker's compensation acts, disability benefits acts, or other employee benefits acts. The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligent or intentional act or omission of Contractor or any one of its employees, contractors or agents.

5. CHANGES TO SCOPE OF WORK: The Town shall not accept any change orders from the Contractor for the Project unless approved in writing by the Town. By executing this Agreement, Contractor specifically acknowledges that Contractor has performed its due diligence and will perform the Work for the prices stated in Contractor's Proposal attached hereto, for the term of this Agreement, and any approved extensions thereof.

6. COMPENSATION & METHOD OF PAYMENT

- .1 The amount of compensation payable by the Town to Contractor shall be based upon the rates and schedules (interchangeably referred to as the "Contract Price" or "Agreement Sum") as set forth in Composite Exhibit "B" which amount shall be accepted by Contractor as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by Contractor that these amounts are the maximum payable and constitute a limitation upon Town's obligation to compensate Contractor for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- .2 The initial rates and schedules have been adopted by the Town Council as part of the Resolution enacting this Agreement. The Town Council, at its own discretion, may increase the rate by subsequent Resolution.
- .3 Town shall pay Contractor in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Administrator, for failure of Contractor to comply with a term, condition or requirement of this Agreement.
- .4 Town shall not be liable for any cost increases or escalation associated with labor, materials, including but not limited to petroleum, that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined herein as the Agreement Sum, 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 Agreement Sum 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.
- .5 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Contractor to Town, and (b) verification by Town that the Work has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has

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been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.

- .6 Notwithstanding any provision of this Agreement to the contrary, the Town Administrator may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Contractor which has not been remedied or resolved in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town.
- .7 Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the contract.
- .8 In case of default by Contractor, Town may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned or incurred thereby.

7. ASSIGNMENT: Refer to Section 19 of the RFP. No assignment of this Agreement or of the Work hereunder by Contractor shall be valid without the express written consent of the Town Administrator, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator.

8. WARRANTIES: Contractor warrants to the Town that all materials, supplies, equipment and Work under this Agreement will be of good quality, free from faults and defects and in conformance with the Contract Documents.

9. CONTRACTOR'S RESPONSIBILITY FOR SAFETY AND TO PROTECT WORK: 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. Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for through the issuance of a change order to this Agreement.

10. DEFECTIVE WORK: Contractor shall promptly correct or remove, at its sole expense, any defective Work and replace it with non-defective Work. Contractor shall pay all direct, indirect, and consequential costs of such removal or correction.

11. DEFAULT/TERMINATION FOR CAUSE: Refer to Section 22 of the RFP.

- 11.1. In addition, the occurrence of any one or more of the following events will justify Town's termination of Contractor for cause:
- .1 Contractor's performance of defective work or persistent failure to perform the Work in strict accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
 - .2 Contractor's disregard of Laws or Regulations of any public body having jurisdiction state or federal laws;
 - .3 Violation of Town's policies and procedures, including Contractor's disregard of the authority of the Town, including the Contract Manager;
 - .4 Contractor's violation of any provisions of the Contract Documents;
 - .5 Contractor's Abandonment of the Work;
 - .6 Contractor's insolvency, bankruptcy, or assignment for the benefit of creditors.
- 11.2. If one or more of the events identified in paragraph 11.1 occur, Town may, after giving Contractor thirty (30) days written notice, terminate the services of Contractor.
- 11.3. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.
- 11.4. If, after notice of termination of Contractor's right to proceed, it is found that Contractor was not in default or that sufficient grounds for termination for cause did not exist, the termination shall be deemed automatically converted to one for convenience, and the rights and obligations of the Town and Contractor shall be the same as if the notice of termination were issued pursuant to Section 12 below.

12. TERMINATION FOR CONVENIENCE: Refer to Section 22.2 of the RFP.

- 12.1. The Agreement may be terminated for convenience in writing by the Town, without cause and without prejudice to any other right or remedy of Town, upon thirty (30) days written notice to Contractor of its intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid (without duplication of any items) for:
- .1 Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work, provided however, that Contractor must first provide Town with sufficient back-up documentation for such Work;

- .2 Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents, plus fair and reasonable sums for overhead and profit on such expenses;

- 12.2 Under no circumstances shall payment include, or Town be liable for, lost or anticipated profit for Work or services not performed, nor for indirect, special or consequential damages of any kind.

13. INTERPRETATION:

- 13.1. Entire Agreement. This Agreement, including the Contract Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof. No other agreements, oral or written, pertaining to the Work to be performed under this Agreement exist between the parties. This Agreement may be modified only by a written change order signed by both parties.
- 13.2. Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the State of Florida.

14. ATTORNEYS' FEES AND COSTS: If any party to this Agreement brings a cause of action against the other party arising from or relating to this Agreement the prevailing party in such proceeding shall be entitled to recover reasonable attorney's fees, experts fees, and court costs (at both the trial and appellate levels).

15. CONTRACTOR'S PERFORMANCE:

- 15.1 Contractor shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Administrator, which shall be in his sole and absolute discretion. If subcontractors are to be used during the term of this Agreement, a list of such subcontractors shall be provided to the Town Administrator, subject to his approval.
- 15.2 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 legally employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to TOWN any and all documentation, certifications, authorizations, licenses, permits, or registrations 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. Contractor represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.
- 15.3 Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

16. DISPUTE RESOLUTION: Refer to Section 11 of the RFP.

- 16.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the Town Administrator or his designee shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of 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 Contract Documents and such decisions of all claims, questions, difficulties and disputes shall be final and binding, subject to judicial resolution.
- 16.2. During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.
- 16.3. In the event the determination of a dispute under this Section 16 is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and Town hereby waive any rights to a trial by jury.**

17. AUDIT OF PROJECT 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 the later of three (3) years after termination or expiration 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 the three (3) year period, whichever is later, 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.

18. DIFFERING SITE CONDITIONS: In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the aforesaid conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination in accordance with the provisions of Section 16 above. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

19. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES:

- 19.1. Town does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility prior to commencement of any Work to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Work. No additional payment will be made to the Contractor because of discrepancies in actual and planned location of utilities, and additional costs suffered as a result thereof.
- 19.2. The Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.
- 19.3. The Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.
- 19.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The Town reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the

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Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

- 19.5. The foregoing provisions of this Section 19 relating to costs and/or delays incurred by Contractor due to underground structures and utilities are subject to Section 18 above; provided however, that under no circumstances shall Contractor be entitled to an equitable adjustment in compensation where Contractor knew or could have discovered through the exercise of due diligence, the existence and/or location of such underground structures and utilities.

20. NOTIFICATION OF CLAIM FOR CHANGE OF CONTRACT PRICE OR DAMAGES:

Any claim for a change in compensation or for damages shall be made by written notice by Contractor to the Contract Manager within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Contractor of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Manager (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Manager and Contractor cannot resolve a claim as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Manager, then Contractor shall submit the claim to Town Administrator within ten (10) calendar days from the date of impasse in accordance with Section 18 above. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

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21. NOTICES: Whenever either party desires to give notice to 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 the 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, J.D.
Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1700
Fort Lauderdale, Florida 33301

If to Contractor:

Greg Lica, Controller
Prestige Property Maintenance Inc.
3300 SW 46 Avenue
Davie, Florida 33314

22. GOVERNING LAW AND VENUE: Refer to Section 21 of the RFP.

23. SEVERABILITY: Refer to Section 25 of the RFP.

24. 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 the Florida Statutes, as now worded or as may hereafter be amended, and all Florida case law interpreting same.

25: 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. In the event the funds to finance the Work under this Agreement become unavailable, 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 paragraph, 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 shall automatically be deemed converted to a termination for convenience and Contractor shall be paid solely in accordance with Section 13 above.

26. PUBLIC RECORDS: The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate cancellation and/or termination of this Agreement by Town. 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 proposal process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

27 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 a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following 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.

28. 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 Towns rights or remedies 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 or in equity.

29. 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.

30. 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.

31. CHAPTER 558, FLORIDA STATUTES, NOT APPLICABLE. The parties understand and agree that Chapter 558, Florida Statutes, does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558, Florida Statutes.

32. MISCELLANEOUS:

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. 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.
- C. 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 paragraph C of Section 32.

- D. 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 Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. 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

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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 or continuing waiver of the terms of this Agreement.

- F. **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 over the other.
- G. **Drug-Free Workplace.** Contractor agrees that it shall maintain a drug-free workplace as set forth in the RFP.
- H. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- I. **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.
- J. **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: Prestige Property Management, Inc., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 12th day of February 2015.

WITNESSES:

Susan Kutz
Susan Kutz
Juanita Romance
Juanita Romance

CONTRACTOR:

By: [Signature]
Greg Lica, Controller

26 day of January 2015

TOWN OF SOUTHWEST RANCHES

By: [Signature]
Jeff Nelson, Mayor

12th day of February 2015

By: [Signature]
Andrew D. Berns, Town Administrator

12th day of February 2015

ATTEST:

[Signature]
Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith M. Poliakoff, Town Attorney



PRESPRO-01 VJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2015

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

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

PRODUCER CKP Insurance LLC 21845 Powerline Road Suite 205 Boca Raton, FL 33433	CONTACT NAME:	
	PHONE (A/C, No, Ext): (561) 807-0900 FAX (A/C, No): (561) 826-3782 E-MAIL ADDRESS: Public@ckpinsurance.com	
INSURED Prestige Property Mgmt & Main., Inc. & Prestige Property Maintenance Inc dba 3300 SW 46th Avenue Davie, FL 33314	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American Fire and Casualty Company	24066
	INSURER B: Ohio Security Insurance Company	24082
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BLA(15)55927968	02/18/2014	02/18/2015	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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAS65927968	02/18/2014	02/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/26/2015

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

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

PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-800-277-1620 x4800	FAX (A/C, No): (727) 797-0704
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED FrankCrum L/C/F Prestige Property Management & Maintenance, Inc. 100 South Missouri Avenue Clearwater, FL 33756	INSURER A:	NAIC#
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 308535 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC201500000	01/01/2015	01/01/2016	X WC STATUTORY LIMITS	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 (Attach ACORD 101, Additional Remarks, Schedule, if more space is required)

Effective 12/26/2007, coverage is for 100% of the employees of FrankCrum leased to Prestige Property Management & Maintenance, Inc. (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER**CANCELLATION**

Town of Southwest Ranches 13400 Griffin Rd. Southwest Ranches, FL 33330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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TOWN OF SOUTHWEST RANCHES



REQUEST FOR PROPOSALS

Town-Wide Right-of-Way Maintenance Services

RFP No. 14-015

Date: September 17, 2014

PROPOSAL SET & DOCUMENTS

TOWN OF SOUTHWEST RANCHES REQUEST FOR PROPOSALS NO: 14-015

September 17, 2014

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

CONTRACT DATA

Contract Owner: Town of Southwest Ranches ("Town")

Contract Title: Town Wide Right-of-Way Maintenance Services

Contract Number: Request for Proposals (RFP) No. 14-015

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

Mandatory Pre-Proposal Conference: Thursday, October 23, 2014, 11:00 AM

Deadline for Questions: Thursday, November 6, 2014, 5:00 PM

Proposal Submission Due: Thursday, November 20, 2014, 2:00 PM

Cone of Silence: Applicable. (See page 8)

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

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

Contract Manager: Clete J. Saunier
Public Works Director/Town Engineer

Contract Coordinator: December Lauretano-Haines
PROS Coordinator
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954 434 0008 / Fax: 954 434 1490

PUBLIC NOTICE OF REQUEST FOR PROPOSALS

The Town of Southwest Ranches, Florida hereinafter referred to as TOWN, will receive sealed Proposals at the Office of Juanita Romance, Town Procurement and Special Projects Coordinator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until 2:00 PM, Thursday, November 20, 2014, at which time they will be publically opened and read for:

TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES REQUEST FOR PROPOSAL NO.: 14-015

This Request for Proposals (RFP) for Town Wide Right-of-Way Maintenance Services includes the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this Proposal, shall include but not be limited to Right-of-Way mowing and maintenance services; miscellaneous Code Enforcement maintenance services and other miscellaneous work as described herein.

A mandatory pre-proposal conference will be held on Thursday, October 23, 2014, starting at 11:00 AM. Location is at Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, 33330. Proposal Specifications are available on Onvia/DemandStar and the Town of Southwest Ranches Website: <http://www.southwestranches.org/procurement/>. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

In accordance with Florida Statutes, Section 119.071, proposals are exempt from public disclosure until such time as the Town provides notice of and intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right to reject any or all Proposals, to award multiple or partial contracts, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interests of the Town.

The Town will complete a Proposal Award analysis that will look for any unbalanced Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize the most.

Andrew D. Berns
Town Administrator

GENERAL CONDITIONS & INSTRUCTIONS TO PROPOSERS

1. SECURITY AND BONDING REQUIREMENTS:

1.1 PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal to the Town, Proposer shall furnish to the Town a Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

2. PRE-PROPOSAL CONFERENCE

2.1. A mandatory pre-proposal conference will take place on Thursday, October 23, 2014, starting at 11:00 AM. Location is Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, 33330.

2.2. Attendees of the mandatory pre-proposal conference will be required to verify their attendance by signature. Proposals will not be accepted from Proposers not present at the pre-proposal conference.

2.3. No pleas of ignorance by the Proposer, of conditions that exist or that may hereinafter exist, as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis for varying the requirements of the Town or the compensation of the Proposer.

3. PURPOSE OF PROPOSAL: The Town intends to make an award to the responsive, and responsible Proposer(s) whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation factors set forth in this RFP and the Town's Procurement Code.

4. PROPOSER WARRANTY: Proposer warrants that the prices, terms and conditions quoted in the Proposal will be firm for a period of 365 days from the date of the Proposal opening.

5. CONVICTED VENDOR: Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida Statutes- "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.107, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

6. QUESTIONS PERTAINING TO PROPOSAL: All questions or clarifications concerning this RFP shall be submitted in writing by mail, facsimile or E-mail and directed to Juanita Romance, Procurement and Special Projects Coordinator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL, 33330. Fax number is (954) 434-1490. E-mail address is jromance@southwestranches.org. No later than Thursday, November 6, 2014 at 5:00 PM. The Proposal Title/number shall be referenced on all correspondence and in the subject section of the email. NO QUESTIONS WILL BE RECEIVED AFTER THE DEADLINE.

6.1. Responses to questions, if deemed necessary by the Town, will be sent to all prospective Proposers in writing, via Onvia/DemandStar and the Town website in the form of an addendum, if applicable. Proposers shall not rely upon oral representations or discussions with the Town, including its staff or consultants. Only those communications issued by the Town in writing may be considered its duly authorized expression. Only Proposer's communications in writing, signed and timely-submitted, shall be recognized by the Town as duly authorized expressions.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

6.2. CONE OF SILENCE: A cone of silence is hereby imposed and made applicable to this RFP. The cone of silence shall become effective from the time this RFP is advertised, and shall terminate at the time that the Town Council makes a final decision regarding a contract award, rejects all responses, or takes other action which ends the RFP process. During the effective time period of the cone of silence, any person or entity which submits a response, or that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the Town Council or the Selection Committee relative to this RFP, except as may be required during such presentations or interviews which may be conducted. NOTE: Proposers that violate the cone of silence shall be subject to automatic disqualification from further consideration.

7. TAXES: Proposer should not include taxes in the prices of the Proposal. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

8. SUBMISSION OF PROPOSALS: A total of six (6) paper copies (1 unbound original and 5 bound copies) and 1 CD electronic copy (.pdf) of the Proposal, in its entirety including all Required Signatures and Submittals, must be received sealed and clearly marked with the RFP "Name and No. 14-015" at the location shown on the Public Notice of Request for Proposals on or before the closing hour and date shown on the Public Notice of Request for Proposals. Proposals submitted by facsimile or electronic mail will not be accepted.

8.1. It is the responsibility of the Proposer to ensure that the Proposal reaches the Office of the Procurement and Special Projects Coordinator on or before the closing hour and date shown on the Public Notice of Request for Proposals. Proposals received after the closing hour and date shown on the Public Notice of Request for Proposals will not be considered and will be returned unopened.

8.2. PROPOSAL FORMS: Proposers must use the Proposal form(s) furnished by the Town. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the proposal forms may invalidate the Proposal.

8.3. Proposals having erasures or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; all quotations shall be typewritten or filled in with ink. No submissions in pencil will be accepted.

8.4. Incomplete, unresponsive, irresponsible, vague, and ambiguous responses to the RFP will be cause for rejection, as determined by the Town.

8.5. MISTAKE: If there is a discrepancy in the unit and extended prices, the unit prices(s) will prevail and the price extensions will be adjusted to coincide. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk, and errors will not release the Proposer from his responsibility as noted herein.

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

8.7 WITHDRAWAL: After Proposals are opened, they shall be irrevocable for a period of ninety (90) days. Proposers who unilaterally withdraw a proposal without permission of the Town before 90 days have elapsed from the date of the opening may be debarred and are subject to forfeiture of the Proposal Security.

9. LIABILITY, INSURANCE, LICENSING & PERMITS: Where Proposers are required to enter onto Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurances required. The Proposer shall be liable for any damages or loss to persons and property within the Town occasioned by the negligent or intentional actions of the Proposer (including his agent, any person or subcontractor the Proposer has hired in the completion of his contract as a result of the Proposal, and anyone else for whose actions Proposer is responsible).

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

9.1. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other documents evidencing compliance with licensure requirements necessary to practice his profession as required by Florida law, Broward County, and the Town's Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish these documents or to have required licensure will be grounds for being deemed non-responsive and rejecting the Proposal.

9.2. At Contractor's sole cost and expense, Contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, on behalf of itself and any sub-contractors it may employ, insurance coverages of the types and amounts equal to 100% of the requirements set forth below.

9.3. Prior to issuance of any contract(s) or proposal award document(s), and/or beginning the performance of work pursuant hereto, and at any time upon request, Contractor shall furnish to the Town, on behalf of itself and any sub-contractors it may employ, Certificates of Insurance or Endorsements evidencing the minimum required coverages and conditions specified below.

9.4. All insurance shall be issued by companies having rating of "A" or higher, with a financial size category of at least Class VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

9.5. Such insurance shall not diminish Contractor's indemnification obligations hereunder. The insurance policy shall be issued by such company, in such forms and with such limits of liability and deductibles as are acceptable to the Town and shall be endorsed to be primary over any insurance the Town may maintain.

9.6. Evidence of coverage shall meet the following requirements at a minimum:

9.6.1. Comprehensive form, Commercial General Liability ("CGL") insurance including: Premises-Operations, Underground Hazard, Products-Completed Operations Hazard, Contractual Insurance, Broad Form Property Damage, and Independent Contractors' liability coverages for bodily injury and property damage with minimum limit of liability in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit Per Occurrence and in the Aggregate of Two Million Dollars (\$2,000,000) for bodily injury and property damage.

9.6.2. Comprehensive form, Automobile Liability insurance including Owned, Hired, Non-Owned, Borrowed and Any Auto liability coverages for Bodily Injury, Property Damage and Death with minimum limit of liability in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit per Occurrence and in the Aggregate for bodily injury and property damage.

9.6.3. Workers compensation insurance for all employees of the Contractor as required the laws of the State of Florida including section 440, Florida Statutes, as may be amended from time to time.

9.6.4. All policies shall be appropriately endorsed for contractual liability and also contain a waiver of subrogation endorsement.

9.6.5. All insurance policies referred to herein shall be without any deductible amount.

9.6.6. The following shall be named as "additional insured" and listed as Certificate Holder(s) with respect to this coverage:

ADDITIONAL INSURED / CERTIFICATE HOLDER(S):

TOWN OF SOUTHWEST RANCHES

**Attention: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330**

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

**115 S Andrews Avenue
Fort Lauderdale, FL**

9.7. Coverage specified is not to cease and is to remain in full force and effect (subject to cancellation notice) for the entire duration of any contract award.

9.8. **It shall be the responsibility of the Contractor and insurer to furnish to the Town and Broward County copies of renewal policies at least thirty (30) days prior to the expiration date of any insurance coverages due to expire during the term of such contract.**

9.9. All policies insuring the Contractor which relate to the activities of such Contractor and the Town must be endorsed to provide the Town and Broward County with **not less than thirty (30) days' written notice of cancellation, lapse, restriction, material modification or alteration**. It shall be the responsibility of the Contractor and insurer to provide such notification to the Town and Broward County in writing, submitted to the Town Administrator. This requirement shall be reflected on the Certificate of Insurance.

9.10. Failure to fully and satisfactorily comply with the insurance requirements set forth herein will authorize the Town Administrator to implement a rescission of the contract award within thirty (30) days of awarding. The Proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to sue the Town by virtue of such rescission.

9.11. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder.

10. AWARD OF PROPOSALS: The Town reserves the right to accept or reject any and/or all Proposals or parts of Proposals, to award multiple or partial contracts, to waive any informality, irregularities or technicalities, to re-advertise for Proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the contract on a split order basis, in such combination(s) as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to or irregularities in the specifications. Final determination and award of a contract shall be made by the Town Council. Additionally, the Town reserves the right to modify the scope of the services and the Contract to add zones identified in this RFP, and which the Town, in its sole discretion, may not initially require the selected Contractor to perform.

10.1. PROPOSAL CONSIDERATIONS: The Town, at its sole discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements set forth herein. Price, Proposer's responsibility and responsiveness, experience, staffing, equipment, materials, references, and past history of service to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, including litigation history, may be taken into consideration.

10.2. SELECTION PROCESS

At the opening date and time set forth herein, the Procurement and Special Projects Coordinator will publicly open and read aloud the names of all respondents, as well as any other information regarding individual submittals that may be deemed necessary by the Town. The opening of proposals is open to the public.

10.2.1. The Town will evaluate all Proposals utilizing a Selection Committee (SC) process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town's Procurement Code. The

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SC will analyze Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize the most. The SC may require an interview or presentation to assist their evaluation of the services and prices being offered.

10.2.2. The Town intends to make an award to the responsive, and responsible Proposer(s) whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation factors set forth at section 10.3 and the Town's Procurement Code.

10.3. EVALUATION OF PROPOSALS: Proposals shall be weighted using the following point system basis of evaluation:

Proposals shall be weighted using the following percentage basis of evaluation for proposals:		Points
(1)	Price (Proposal Forms);	50 points
(2)	Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Right-of-Way Maintenance Services;	15 points
(3)	Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of services to be provided, including table of organization and auxiliary services offered;	10 points
(4)	Past and present performance, including as disclosed by references provided;	10 points
(5)	Price of auxiliary services from Maintenance Proposal: Price List By Service.	10 points
(6)	Professional Certifications and memberships.	5 points
TOTAL POINTS		100

11. DISPUTES/CONTINUING PERFORMANCE: If any dispute concerning a question of fact arises under any contract award, other than termination for default or convenience, the contractor and the Town Administrator shall make a good faith effort to resolve the dispute informally. If the dispute cannot be resolved by agreement, then the Town Administrator with the advice of the Town Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties for the duration of the project, subject to judicial review following completion of the project. During the period of any dispute, the Contractor shall continue performance of the work without delay or interruption, and the Town shall continue to make payments to the Contractor pursuant to the terms hereof and any contract award.

12. CANCELLATION: Failure on the part of the Contractor to comply with the conditions, specifications, requirements, and terms hereof as determined by the Town, shall be just cause for cancellation of the award.

13. RELATION TO PARTIES: It is understood and agreed that nothing contained herein shall be deemed to create a partnership, or joint venture. Contractor shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the work to be performed hereunder.

14. COMPLIANCE WITH LAW: Contractor shall comply with all laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to work hereunder (Applicable Laws) and shall obtain and maintain any and all permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

15. WAIVER OF LIABILITY/INDEMNITY: The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligent or intentional act or omission of Contractor or any one of its employees, contractors or agents.

16. INDEMNIFICATION: The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Town, its Council Members, officers, employees, and agents from any and all claims, liabilities, demands, damages, losses and costs, including, but not limited to, reasonable attorney's fees at both trial and appellate levels, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the work hereunder and anyone else for whose actions Contractor is responsible.

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16.1. In addition to the provisions set forth in Article 16, above, Contractor shall indemnify and hold harmless Broward County, its Commissioners, officers, employees, and agents from any and all claims, liabilities, demands, 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 negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the work hereunder and anyone else for whose actions Contractor is responsible. These indemnification obligations shall survive the term of any contract award or the earlier termination thereof. In the event that any action or proceeding is brought against Broward County by reason of any such claim or demand, Contractor shall, upon written notice from Broward County, resist and defend such action or proceeding by counsel satisfactory to Broward County.

16.2. The indemnification provided in section 16.1 above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at Town's or Broward County's option, any and all claims of liability and all suits and actions of every name and description covered by Section 16.1 above which may be brought against Town and/or Broward County.

17. SECONDARY/OTHER VENDORS: The Town reserves the right in the event the primary Contractor/vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the RFP or any contract award.

18. DEFAULT PROVISION: In case of a default by the Proposer, the Town may, with or without terminating any contract award, procure the articles or services from other sources and hold the Proposer responsible for any excess costs occasioned or incurred thereby.

19. ASSIGNMENT: This RFP and any contract award shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, this RFP and any contract award is personal to the Contractor and it may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

20. NOTICES: All notices and other communications required or permitted to be given hereunder by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows: Town Administrator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330.

21. GOVERNING LAW: The validity of this RFP and any contract award, and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The venue of any action or proceeding commenced under or pursuant hereto or any contract award shall be solely in the State courts in and for Broward County, Florida.

22. REMEDIES FOR BREACH / TERMINATION: The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be corrected by the Contractor, at no additional compensation, within twenty-four (24) hours of notification. The Contractor shall not be compensated for the correction of deficient work, nor shall Contractor be entitled to any time extension in connection therewith. The Town reserves the right to correct said unacceptable workmanship if the Contractor does not correct said deficiency within 24 hours. The Town reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on line items in the Proposal Forms.

22.1. Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have thirty (30) days thereafter to cure such failure. If Contractor is unable or unwilling to cure such failure to perform,

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then Town shall receive a refund equal to the actual cost of a third party to cure such failure and may immediately terminate any contract award for default. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.

22.2. Additionally, the Town shall have the right to terminate the contract for convenience upon thirty (30) days written notice. In the event of a termination for convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination, but shall have no further liability or responsibility to the Contractor, and Contractor hereby waives any and all claims for additional compensation and damages, including but not limited to loss of anticipated profits on work not performed. In the event a termination for default is later determined by a court of competent jurisdiction to be wrongful or without cause, the termination shall automatically be deemed one for convenience and Contractor's sole compensation shall be in accordance with this section.

23. WRITTEN CONTRACT: The successful Proposer shall be required to enter into a written contract with the Town, (referred to throughout this RFP as a contract award), attached hereto as "Attachment A," the form of which shall be prepared by the Town, and shall incorporate the terms of this advertisement along with the accepted Proposal, and other terms which may be required by the Town.

24. CONTRACT TERM / EXTENSIONS: The Town of Southwest Ranches hereby requests Proposals for a three (3) year Contract for supplies and services. In addition, the Town, in its sole discretion, reserves the right to extend the contract for one additional two (2) year term with all terms, conditions and specifications remaining the same if the extension is approved by the Town.

25. SEVERABILITY: If any provision of this RFP, including any contract award, is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed severable from the remaining portions thereof which shall be fully enforceable as if the invalid or unenforceable provision had not been included.

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SCOPE OF SERVICES / SPECIFICATIONS

DESCRIPTION FOR TECHNICAL SPECIFICATIONS

The Town of Southwest Ranches (Town) located in Southwest Broward County, is approximately 13 square miles and is home to over 7,344 residents.

The Town is a rural environment, filled with grazing animals, nurseries, farms, and exquisite and unique scenery and an abundance of wildlife.

The Town is a unique and environmentally sensitive area inasmuch as individual property owners provide their own potable water via underground wells.

The Town's roads consist of rural section two-lane local roads and rural section collector roads with Right-of-Way widths.

The Town is currently responsible for the maintenance of 82 miles of these types of roads. There are curbs and gutters and segments of sidewalk. Pedestrian and equestrian trails are abundant throughout the Town and in many cases are incorporated along road Rights-of-Way.

The Town owns approximately 160 acres of property. The property is incorporated into 8 park properties in various stages of development or non-development, dedicated to recreational usage, and 3 additional properties used for public services and administration.

The Town operates a multi-use, non-vehicular recreational trail system along its roadways and adjacent roadways by cooperative agreement with landowners or by direct ownership through public Rights-of-Way. The trail system is in various stages of development or non-development.

A. SUMMARY OF SERVICES

This Request for Proposals (RFP) for Town Wide Right-of-Way Maintenance Services includes the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this Proposal, shall include but not be limited to litter, trash & debris removal and proper disposal (including, but not limited to items such as paper, cans, bottles, auto parts and dead animals), mowing, edging, hedge trimming, selective trimming, selective tree trimming, tree maintenance, various types of spraying, raking, sweeping, weeding, string trimming, mulching, fertilization, and other landscape maintenance services; and other miscellaneous work as described herein.

B. EQUIPMENT

Contractor shall maintain the contractually-covered maintenance areas at the frequency rates prescribed within with conventional style mowing and lawn maintenance equipment and other maintenance equipment.

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Southwest Ranches. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. The Town of Southwest Ranches reserves the right to inspect and evaluate all of the contractors' equipment prior to award of Proposal, but is not required to do so.

C. EQUIPMENT STORAGE AND MOBILIZATION

The contractor must be fully capable of servicing the town's needs, providing all of the materials and equipment to fulfill the requirements of this Contract and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties without written permission of the Town's designee.

D. GENERAL REQUIREMENTS

1. The contractor shall comply with all OSHA safety requirements while performing the work subject to this Contract. All personnel performing the work subject to this Contract will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests. Any employee of the contractor improperly prepared with this requirement shall be dismissed until proper equipment is secured.
2. No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The contractor must closely adhere to local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup.
3. All debris removed from Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations and site.
4. The Contractor will be responsible for design, set-up and Maintenance of Traffic (MOT) operations for work being performed within public rights-of-way. MOT plans are to be submitted to the Town for approval prior to implementation. MOT plans shall be prepared by MOT-certified personnel and must be in accordance with and conform to the current edition of the FDOT Roadway and Traffic Design Standards Indexes (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.
5. If the Contractor intends to use sub-contractors to perform any work on this contract, these sub-contractors are subject to approval by Town.
6. Contractor shall comply with all applicable Federal, State and local laws, regulations and ordinances. It is the responsibility of the Contractor to procure all necessary permits and licenses.
7. The Project Manager or Work Crew Supervisor must be available by telephone within thirty (30) minutes of initial call in order to be able to reply to the needs and requests of the Town Designee in a most efficient manner Monday through Friday, 7:00AM to 4:00PM. The Contractor shall confer with the Town's Designee on a daily basis. Work hours in the Town are between 7:00AM and 5:00PM. Upon execution of the Contract, the Town will provide the Contractor with afterhours/emergency contact information for the Town's Designee(s).
8. The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the Town within 24 hours of notification, unless otherwise agreed upon by Town's Designee.
9. Additional services required shall be evaluated by both the Town and the contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at similar sites.
10. For items in need of repair, restoration and/or replacement, to include and not be limited to turf and plant material, the contractor shall notify the Town the same work day upon knowledge of such need. The Town may request a proposal for the repair, restoration and/or replacement of the material. The Town reserves the right to seek alternate proposals and to engage the services of others to perform same.
11. The Contractor shall be prohibited from having his vehicles enter the sites specified herein without the prior consent of the Town's Designee. The Contractor shall provide a written staging location plan for the Town's approval upon commencement of the Contract.

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12. In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the Town reserves the right to adjust, modify or suspend services at any and all locations.
13. In the event the Contractor discovers or is made aware of damage, vandalism or theft at a site specified herein, the Contractor shall notify the Town's Designee within 30 minutes of such discovery or awareness.
14. At all times while performing the work subject to this Contract, all of the contractor's personnel shall be required to wear uniforms (e.g.: shirts, etc.) clearly identifying the Contractor's company name, and a Contractor-supplied name and photo identification badge. Working without shirts is not permitted.

E. SPECIAL REQUIREMENTS

1. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.
2. For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor who can read, write, and speak English is required. The Project Manager or Work Crew Supervisor shall have proven technical and managerial experience in grounds maintenance. The Town reserves the right to approve or disapprove selection of the Project Manager / Work Crew Supervisor.
3. The contractor, or an employee of the contractor approved by the Town, must be on 24 hour call, at all times, for emergency purposes.
4. The contractor, on a first priority basis (within 24 hours), shall be available to the Town to clear roadways or access areas in the event of an Act of God (i.e. storm, tornado, or hurricane) or an auto accident that causes a tree to fall and block a roadway or pedestrian area, or any other emergency deemed by the Town Administrator. All debris removed from Town will be legally disposed of at an EPA and/or Town approved dump site.

F. PROJECT LIMITS

This Contract incorporates maintenance areas including Roads, Rights-of-Way, and Recreational Trail properties throughout the Town. Boundaries are Flamingo Road to the East, Sheridan Street to the South, Griffin Road to the north and slightly beyond US 27 to the west. See Maintenance Locations / Zones list for all maintenance areas.

G. DEFINITIONS

Board and Batten: a method of plant material support staking using 2 X 4 (or larger) lumber battens, and burlap wrapping installed on a tree trunk to protect it from injury. Board stakes are also made from 2 X 4 lumber. Specified for trees of greater than 3 inches in caliper.

Insecticide/Fungicide Application: Identifying and treating areas affected by insects and/or disease.

Joint/Crack Cleaning: Joints and cracks in concrete, asphalt, bricked or other hard surface paved medians shall be kept clean of weeds at all times. Routine spraying of weed control products such as Round Up and Nutsedge shall be used to control weed growth. Any type of joint/crack weed eradication which damages concrete, asphalt or other hard surface paved area shall be repaired and restored to its original condition within 7 days at the Contractor's expense, subject to approval by the Town or its Designee.

Landscape Bed: planted area where shrubs, groundcovers, and /or other plant material and trees are grouped together in a mulched bed.

Litter removal: collection and proper disposal of all trash and debris, including but not limited to items such as paper, cans, bottles, auto parts and dead animals in the ROW.

Lodge Pole and Sisal: a method of plant material support staking using lumber landscape lodge poles and sisal chord or rope to secure the poles to the tree trunk. Specified for trees of three inches caliper or less.

Maintenance: as defined for this RFP shall include but not be limited to litter, trash & debris removal and proper

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disposal (including, but not limited to items such as paper, cans, bottles, auto parts and dead animals), mowing, edging, hedge trimming, selective trimming, selective tree trimming, various types of spraying, raking, sweeping, weeding, string trimming, mulching, fertilization, miscellaneous Code Enforcement maintenance services and other miscellaneous work as described herein.

Reset Downed / Wind-Thrown Tree / Tree Straightening / Staking: service to stand fallen or downed trees upright and support with specified staking method.

Right-of-Way Brush-back: regularly-scheduled cutting back of overgrowth of shrubs and trees within Town's right-of-way each maintenance visit on roadways specified within this document.

Root Ball Staking: a method of plant material ground support staking using vertical and horizontal lumber supports around the root ball of a plant. Specified for all trees with sufficient root systems. This is the preferred method of staking trees in Southwest Ranches.

ROW: Right-of-Way or Rights of Way.

Line of Sight Brush-back: occasional cutting back of overgrowth of shrubs and trees that extend into the road right-of-way preventing line of sight (LOS) vision. This work may occur up to or more than eight (8) times per year as directed by the Town's Designee.

Selective Trimming/Selective Tree Trimming: shall include trimming foliage growth or growth of plant parts specified for select plantings including one or more of the following: removal of low growth or growth over a specified height, removal of dead or diseased plant parts, removal of suckering, sprouting, adventitious growth, removal of seed pods or removal of braches or fronds in paths and/or walkways.

Service Category: Specific type or style of maintenance services indicated by location or zone (some zones are not applicable and therefore not included in this RFP), as follows:

Service Category A: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 1 and 2, Griffin Road East and West.

Service Category B: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zone 3, Griffin Road / C-11 Canal Bank Trail.

Service Category C: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 4 through 31, Right-of Way Maintenance.

Site: Any individual grounds maintenance location or zone, whole or partial (e.g. "Griffin Road West").

Site Re-inspections: Inspections made by the Town of corrected work necessitated by deficient work.

String Trimming: any area that is not maintainable with a piece of mowing equipment. The girdling of trees is to be avoided at all times. In turf areas, string trimming shall be between 4.5 to 6 inches in height, depending on types of turf maintained. Scalping of sod areas shall be prohibited.

Sweeping/Blowing: Disbursement or gathering of post-cut landscape or other debris from hardscape surfaces.

Trash receptacles: ROW fixtures placed for public use. To be maintained by daily or weekly removal of trash to a location specified by the Town.

Tree Bed: a circular space with a diameter equal to 3 feet plus the caliper of the tree around each tree; area surrounding any individual trees not planted in multiples in landscape beds.

Weeding: The control of wild, invasive, or unwanted vegetative growth not part of the original landscape design. Weeding shall include, but not be limited to ornamental beds, base of shrubbery, trees, guardrails, fencing and hedges,

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sidewalks, curb lines, between curb and gutter and edge of pavement, all concrete medians or other areas where weeds exist, which shall be weed free at the completion of the work during each site visit. Contractor is responsible for maintaining tree beds.

H. INITIAL ESTABLISHMENT OF LANDSCAPE MAINTENANCE STANDARD

On the contract commencement date, as part of Contractor's complete written proposal of his plan for accomplishing the required work, Contractor shall submit a written proposal for a one-time initial cleanup for the purpose of establishing a standard for ongoing maintenance of trees, shrubs, turf and other plantings, including but not limited to landscape bed weed removal, shaping and trimming of trees or shrubs per Town specifications as provided in Section Q. 2. B. and in the table of Maintenance Frequencies for landscape material trimming.

I. QUANTITY & FREQUENCY OF MOWING AND MAINTENANCE

The area and limits of mowing / maintenance have been previously established and are distinguishable in the field. Areas have been inventoried and calculated as to quantity and provided as a courtesy. It shall be the responsibility of the Contractor to verify the quantity of maintenance to be accomplished. Any discrepancies or disagreements concerning quantities shall be mutually resolved in writing prior to beginning work in any area in question. The Contractor shall submit written schedules of maintenance defining frequencies and locations. Contractor's failure to notify the Town in advance of any discrepancies or disagreements shall result in a waiver of any claims by Contractor relating thereto.

The Contractor shall complete one (1) cutting cycle for roadside and median areas within thirty (30) days of beginning the cycle, weather permitting, as determined by the Town's Designee. Mowing will commence the first week of each month and mowing continued until completion of the cycle (cycle = 30 days.) Areas specified in this contract shall be mowed in accordance with frequencies set forth in the Maintenance Frequencies herein.

Mowing shall not be completed if bad weather conditions may result in damage to turf, irrigation or other components (i.e., tracking mud onto sidewalks). Areas perpetually saturated shall be string trimmed (e.g., bottom of swales, etc.). Contractor must contact the Town's Designee to discuss re-scheduling. If possible, completion of mowing shall take place within seven (7) days of contracted schedule.

J. METHODS OF OPERATION

Mowing cycles shall commence at the east boundary of the project area and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Town's Designee authorizes the Contractor to change the pattern. Each cutting cycle is to be completed in its entirety prior to beginning another cycle. On the contract commencement date, Contractor shall furnish a complete written proposal of his plan for accomplishing the required work.

At the conclusion of each working day, all required maintenance shall be completed within the limits worked. All grass trimmings must be swept/blown off roadways and sidewalks. Grass trimmings and debris must not be blown onto roadways. Blowing or sweeping of grass trimmings into storm sewers is illegal. Violators are subject to Local, County & State fines and must remove any illegal deposits within twenty-four (24) hours. If the process is being violated, the Contractor will be held responsible for the cost to appropriately clean drainage system as required.

The Contractor will be responsible for the pickup and removal of all debris from the right-of-way, medians, and retention ponds, before commencement of mowing.

The Contractor shall exercise the necessary care to preclude any source of litter by his operation.

K. LIMITATION OF OPERATION

When mowing areas within ten (10) feet of the travel way, the equipment shall be operated in the direction of traffic. Cuttings shall not be side-discharged into roads. This provision does not apply when the specific worksite is protected by the Contractor's flagmen and/or warning signs in accordance with the Manual on Uniform Traffic Control Devices.

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No equipment shall be parked overnight in the medians, Rights-of-Way or on Town Property without the Town's prior written consent.

L. ADDITIONS OR DELETIONS OF MAINTENANCE AREA

At the Town's discretion, it may add new maintenance areas, reduce the frequency of service, or discontinue service by Contractor or request the resumption of service to a previously terminated area at any given time during the life of any contract award. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms herein. Upon the Town's written request to the Contractor to add a new maintenance area to the contract or resume service to a previously terminated maintenance area, Contractor shall commence maintenance to said area within ten (10) days. Service to locations deleted by the Town for durations less than the remaining life of the contract may be resumed at any time for the originally proposed contract value.

At the Town's discretion, it may delete maintenance areas or the frequency of maintenance from the contract at any given time during the life of the contract, for the life of the contract, or lesser durations. The Town shall give the Contractor ten (10) calendar day's written notice prior to the deletion of a maintenance area for any given period of time. Deleted areas, if less than the entire maintenance area, shall be evaluated using unit prices outlined herein.

M. DAMAGE BY CONTRACTOR

Any damage to the road, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the Town. Failure to restore said damages within three (3) working days following written notification shall result in a deduction from the Contractor's next invoice of the Town's expenses for labor, material, services or equipment, including all related Administrative costs incurred by the Town to restore the property to its original condition. Said notification shall be by letter, fax or email.

N. CONTRACTOR'S PERSONNEL

Contractor shall employ personnel competent to perform the work specified herein. The Town reserves the right to request the removal of a Contractor's employee from performing maintenance upon the Town's property where such employee's performance or actions are detrimental to the Town. Contractor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. See Drug-Free Workplace Certification Form herein.

O. CONTRACTOR'S VEHICLES

Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1-½ inch letters. In addition, vehicles shall bear a magnetic sign on each side stating "Contractor for Southwest Ranches Public Works" when performing work hereunder.

P. QUALITY

The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be addressed by the Contractor in accordance with Article 22 above.

For each re-inspection required, the Town shall have the discretion to deduct a flat fee of five hundred (\$500) dollars per site requiring re-inspection.

Q. MOWING / MAINTENANCE

Contractor shall maintain the contractually covered landscaped areas at the frequency rates prescribed on the Scope of Services – Maintenance Frequencies with conventional production style mowing and lawn maintenance equipment. Exceptions to the specified schedule may be granted by the Town's Designee.

1. Maintenance as defined for Proposal purposes shall include but not be limited to the following and shall be performed during each maintenance visit:

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- A. Upon arriving at a job site, the Contractor shall inspect the area and prior to mowing shall remove all litter, glass, rocks, dead foliage, metal, branches, palm fronds, animals, critters or other debris subject to becoming a projectile if engaged by a mower. The Contractor shall, at his own expense, remove and properly dispose of all waste materials, i.e., cans, bottles, paper, and trimmings collected during the operation. Piling of landscape debris on Town/private property is prohibited.
- B. Edge all curbs, edge of pavement, sidewalks, plant beds and tree wells. Edging shall be done along sidewalks, walkways, asphalt paths, curbs, and road edges during each visit. Grass shall also be edged back where it encroaches upon the street from the swale or other areas. Maintain edge of beds as originally designed.
- C. Remove all weeds from curbing, sidewalks, and within three (3) feet of tree wells (chemically or by hand) No string trimming tree wells. The removal of torpedo grass or sedges by hand is prohibited. Chemical treatment of tree wells shall not exceed the existing three (3) foot diameter. Planting beds and concrete portions of all medians shall be weed free at the completion of the work. Weeding shall include, but not be limited to ornamental beds, base of shrubbery, trees, guardrails, fencing and hedges, sidewalks, curb lines, between curb and gutter and edge of pavement, all concrete medians or other areas where weeds exist. Weeds shall be removed during each site visit. Contractor shall remove all weeds and other wild growth from concrete structures not part of the original landscape design. If sidewalks, asphalt, or recreational trails are present on any assigned segment all, weeds shall be removed by hand or chemical means. If chemical means are used then three days after application all remaining weeds shall be removed. General herbicide shall be a minimum of thirty five percent (35%) Glyphosate and sedges or grass shall be treated with Manage and seventy eight (78%) Halosol-Furon-Methyl or other approved product. The Contractor shall exercise extreme care so as not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's expense.
- D. Mow all grass areas. Mowing shall be done at no lower than 4.5 inches for St. Augustine and Bahia grass. All mowed areas are to be cut with a rotary type mower with sharp, mulching type blades. Excessive grass clippings left on site must be distributed so as not to leave evidence of clumps and/or haystacks.
- E. Remove and clean all debris, dirt, weeds, grass, trash from curb lines and gutters.
- F. String trimming is to be used for areas not accessible to mowing equipment and for areas perpetually saturated which could be damaged by mowing equipment (e.g., bottom of swales, etc.) String trimming under all guardrails is required, unless guardrail has asphalt base, then only spot herbicide treatment shall be used. String trimming shall be done around permanent fixtures and all fixed objects exposed in the turf including but not limited to buildings, signs, sign posts, utility poles, fire hydrants, poles / posts, benches, bulletin boards, bollards, guardrails, trail improvements or other fixtures commonly found in such settings. String trimming shall be done so that desirable vegetation and fixtures are not damaged. String trimming must maintain the required 4.5 inches for St. Augustine and Bahia grass of cut height on slopes.
- G. Post mowing clean-up will be completed after each maintenance visit. Base of shrubbery, trees and other areas to maintain a neat and clean appearance. Pathways and sidewalks shall be blown clean or swept prior to leaving the job site. Contractor will coordinate mowing and clean-up so that clean-up can be completed by the end of the day.
- H. Trimming, pruning and sucker removal – trees will be limbed up to 6' clear trunk and suckers and dead branches will be removed each maintenance visit or as needed and directed by Town's Designee.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

- I. Evidence of turf insects and other insects such as chinch bugs, sod webworms, and grubs shall be brought to the attention of the Town's Designee.
 - J. Contractor shall be responsible for the cleaning of all debris from the surfaces and/or adjacent to any curb and gutter or catch basin areas that may exist.
 - K. Damage to property, turf or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's sole expense.
 - L. All work to comply with current A.N.S.I. Standards – tree, shrub & other plant maintenance.
 - M. All structures, monuments signs, street lights and fencing located on medians or right-of-ways, shall be checked for graffiti and cob webs and cleaned each maintenance visit.
2. Maintenance on Schedule other than each maintenance visit
- A. Fertilizer will be applied to trees, shrubs, groundcovers and all irrigated and non-irrigated turf areas per specification in Section R. FERTILIZATION. This does NOT include the north side of Griffin Road. **This is a billable item, in accordance with unit prices (per lb. or per 50 lb. in place) set forth in line item #s 40 – 43 of the Contractor's proposal for Auxiliary Services.**
 - B. Selective trimming of shrub and ground cover material within Service Area A shall be limited to not exceeding 36 inches in height within sight distance triangles or as directed by the Town's Designee. This service shall be done the first visit of each month. Trimmings should be removed, chipped or ground for use as mulch in place by the end of maintenance visit. Schedule for all other shrub and ground cover trimming is contained in the Scope of Services – Maintenance Frequencies.
 - C. Mulching. Contractor shall provide and install, or install only, mulch as per Section U. MULCH and as set forth in the Maintenance Frequencies herein. **This is a billable item, in accordance with unit prices (per cubic yard installed) set forth in line item # 37 of the Contractor's proposal for Auxiliary Services.** If directed to install mulch, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.
 - D. Line of Sight (LOS) Brushback as directed by Town's designee. **This is a billable item, in accordance with unit prices (per cubic yard installed) set forth in line item # 7 of the Contractor's proposal for Auxiliary Services.** This work may occur up to or more than eight (8) times per year.
 - E. Street Tree Maintenance. Includes weed removal, fertilization, mulch, and selective tree trimming (water sprouts and suckers) as set forth in Maintenance Frequencies herein or as directed by Town's designee.
 - F. Invasive exotic / Hazard Tree removal. Upon request, Contractor shall provide service to remove and stump grind to surrounding grade incidental invasive exotic or hazard trees. **This is a billable item, which may be requested by the Town from time to time on a per-proposal basis, in accordance with unit prices (labor and equipment-with-operator rates, as applicable) set forth in line item #s 9 through 26 of the Contractor's Proposal for Auxiliary Services.** If directed to perform Invasive exotic / Hazard Tree removal, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.
 - G. Incidence of damage/vandalism will be reported to the Town's Designee within 2 hours. Repair for damage/vandalism is not included in this contract and will be bid separately.

R. FERTILIZATION

The chemical composition of fertilizer must be approved prior to application. Prior to application, notice shall be given to the Town's Designee as to the areas to be fertilized. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer each delivery time and location. Store in manner to prevent wetting and deterioration. Contact the Town's designee a minimum of forty-eight (48) hours in advance of fertilizer delivery with a specified delivery time and location.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

Fertilizer and weed control materials shall be applied at rates as established by accepted horticultural standards, manufacturer's recommendations, and as approved by Town's Designee. When applying fertilizer on any tree, shrub or groundcover material on a slope, all of fertilizer application shall be on the top half of the root zone on the upward side of the slope. 50% of said fertilizer shall be a continuous bead of fertilizer, on the perimeter of the upward side of the tree ring or plant bed.

1. Trees

- A. Applications of 8-2-10 90% sulphur-coated, granular fertilizer per Maintenance Frequencies herein. Contractor to submit to the Town's Designee a fertilization schedule.

2. Shrubs and Groundcover

- A. All shrubs are to receive applications of granular 8-2-10 90% of sulphur-coated fertilizer, according to the manufacturer's label. Follow Maintenance Frequency schedule for tree fertilization.

3. Palm Trees

- A. Applications of 8-2-10 90% sulphur-coated granular fertilizer at a rate of one pound per inch of trunk, measured 4.5' above grade per Maintenance Frequencies herein.
- B. As required by the Town's Designee, Magnesium Sulfate and/or Manganese Sulfate for palm trees shall be applied at a rate of one half pound caliper inch of tree trunk measured @ 12" above grade.
 - i. Said fertilizer shall be distributed evenly at least 12 inches from the trunk and no greater than 24 inches from the tree trunk.
 - ii. Should the root area be on a sloped terrain, 75% of said the fertilizer shall be on the up slope side of the root system between 24 to 30 inches from the tree trunk. The remainder of the fertilizer shall be distributed evenly on the down slope side of the root system, between six and 12 inches from the tree trunk.

4. Turf – not applicable to north side of Griffin Road

- A. Applications of 15-0-15 50% sulphur-coated with Talstar granular fertilizer following the manufacturer's highest recommended rate per Maintenance Frequencies herein.
- B. A spot treatment of liquid weed control in the turf grass to occur according to the manufacturer's recommendations, and a follow up spot treatment shall occur, weather permitting, as stated by the manufacturer's label.

S. USE OF CHEMICALS

All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.

1. A written listing of proposed chemicals to include commercial name, application rates, type of usage along with the Material Safety Data Sheet for each chemical shall be submitted to the Town's Designee prior to beginning the work. All proposed chemicals shall be approved by the Florida Department of Agriculture and used as per manufacturer's label. The contractor will be required to maintain a copy of all documents, including all Material Safety Data Sheets, in his possession whenever applying chemicals within the Town.
2. Records must be kept and retained (with copies provided to the Town's Designee along with the monthly invoice) as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
3. Chemicals shall be applied using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons or property whether or not they are in or near the project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

4. Any soil, sod or plants contaminated or damaged by misuse of chemicals on the sites as determined by the Town's Designee shall be removed and replaced, with such removal and replacement cost paid for by Contractor.
5. No chemical with a signal word higher than caution shall be used at any time.
6. It is also required that when applying any chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate said areas in clear sight and removed within 24 hours once sufficient time period has elapsed.
7. The hold harmless and indemnification provisions of this contract shall be applicable to any damages to persons and/or property arising out of or in connection with contractor's use of chemicals per this contract.

T. APPLICATION OF HERBICIDES

The Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior approval by the Town's Designee as to type, location and method of application. The Contractor shall exercise extreme care so as not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's expense.

U. MULCH

1. Clean, ecologically sustainable Melaleuca mulch ('Florimulch') or approved equal. Provide product label or sample of type and grade of mulch, for Town approval, prior to delivery.
2. Location, frequency and amount of mulching as per Maintenance Frequencies or as directed by Town's Designee.
3. Contractor will provide and install all required mulch at the contract unit prices. If directed to install Town supplied mulch, Contractor will transport and install at the labor and equipment rates outlined in the Maintenance Proposal for Auxiliary Services.
4. Compacted mulch to be installed so as to not be within 3" of base of plant material.

V. CATCH BASINS

1. Remove surface debris and vegetation from top of grates each maintenance visit.
2. Contractor will report in writing to Town's Designee any visible blockage inside catch basins, within 48 hours of finding.

W. BAHIA / ST. AUGUSTINE / OTHER SOD REPLACEMENT

Where select areas require sod replacement, as directed by the Town's Designee, Contractor shall furnish and install specified sod species in accordance with the provisions of this section. The Contractor shall provide establishment watering or shall coordinate with the Town's Designee to monitor and adjust the irrigation system as required to achieve well-rooted and healthy sod.

1. The contractor shall string trim all dead and/or brown vegetation to the soil level. The contractor shall furnish and install Bahia, St. Augustine or other sod as specified. Sod bed shall be moist at time of installation.
2. The sod shall be thick, well matted and evenly cut. The sod shall be strong enough to retain its shape when handled by the top grass blades. The sod pieces shall be a minimum 18" x 24" size. The sod bed is to be well-compacted and even. The sod shall be laid by hand so there are no gaps or voids between pieces. Stagger the sod pieces between rows.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

3. On slopes, the rows shall run 90° to the slope direction. Roll or hand tamp the sod after installation and commence watering. The contractor shall coordinate with the Town's Designee to monitor and adjust the irrigation system as required to achieve well-rooted and healthy sod. The sod level shall be set so water flow from adjacent surfaces is not impeded. For slopes with a greater than 4:1 ratio, sod shall be pinned in place as required to prevent dislocation.
4. The sod and soil below any new sod areas to be replaced shall be guaranteed free of weeds and pests that affect its uniform appearance for ninety (90) days. Sod lines at shrub beds, tree rings and pavements shall be even and sharp. Said areas of sod replacement shall be as directed by the Town's Designee.

X. MISCELLANEOUS CODE ENFORCEMENT MAINTENANCE REQUIREMENTS

At the Request of Town's Designee, Contractor shall provide mowing/lawn maintenance at designated properties under Enforcement Action. All Code Enforcement maintenance shall require 4" X 6" color before and after photos.

1. Mowing/Lawn Maintenance Service:

When mowing/lawn maintenance is required as directed by Code or Town Designee, Contractor shall mow and string trim the property to achieve a neat and uniform cut appearance, documenting work with before and after photos. Lawn to be mowed may ordinarily be expected to have growth typically ranging from a height of 18" to 4' prior to mowing.

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SERVICE CATEGORIES / MAINTENANCE LOCATIONS / ZONES

SERVICE CATEGORY A:

RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES - GRIFFIN ROAD EAST

All counts and quantities provided are approximate.

Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Ave.

- a.) North swale – All from edge of pavement to top of canal bank
- b.) Medians – All
- c.) 3 Retention Ponds
- d.) South swale – All from edge of pavement to property line

Zone 2. GRIFFIN ROAD WEST

ROW: west of Dykes Rd. to east of SW 188 Ave.:

- a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave.
- b.) Medians – All
- c.) South swale – All

SERVICE CATEGORY B:

RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES

Zone 3. GRIFFIN ROAD / C-11 Canal Bank Trail: From top edge of swale to top of canal bank

- a.) Flamingo Rd. to SW 148 Ave.
- b.) Dykes Rd. to US 27

SERVICE CATEGORY C:

RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES

Zone 4. Griffin Rd. West
US 27 to Holiday Park entrance

Zone 5. SW 172 Ave. from Griffin to Sheridan St.
a.) West side
b.) East side at 4800 SW 172 Avenue – plantings in ROW
c.) East side at 6640 SW 172 Avenue – plantings in ROW

Zone 6. SW 166 Ave. from Griffin to SW 51 Manor
West side

Zone 7. SW 166 Ave. south of SW 52 Place
12,430 s.f. of ROW on West side

Zone 8. SW 166 Ave. from SW 62 St. to SW 69 St.
East side

Zone 9. Dykes Rd. from SW 66 St. to Segovia Circle N
East and west sides

Zone 10. Stirling Rd. from Dykes Rd. to SW 166 Ave.
Median only

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

- Zone 11.** SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. - west of SW 178 Ave.
North and south sides
String trimming at Guardrail
- Zone 12.** SW 178 Ave. between SW 54 and SW 56 St.,
between SW 56 and SW 58 St.
between SW 68 Court and SW 70 Place East and
west sides, some north sides as per aerials String trimming at Guardrail
- Zone 13.** SW 66 St. between SW 178 and SW 172 Avenues
North side
- Zone 14.** Hawke's Bluff Ave. (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary
- Zone 15.** SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St.
East side
- Zone 16.** SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St.
East side
- Zone 17.** SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive
East side
- Zone 18.** SW 50 St. (East Palomino Drive), east of 13601 address only
North side
- Zone 19.** SW 50 St. (West Palomino Drive),
South side
- Zone 20.** SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave.
North side
- Zone 21.** SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd.
West side
- Zone 22.** SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway
East side
- Zone 23.** SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail)
South side
- Zone 24.** SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail)
South side
- Zone 25.** SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail)
South side
- Zone 26.** SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.)
South side

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

- Zone 27.** SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail)
South side, portion of north side, median
- Zone 28.** SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.)
North side
- Zone 29.** SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail)
North and south sides, intersection, various
- Zone 30.** SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd.
East side
- Zone 31.** SW 51 Manor swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

SERVICE CATEGORIES / MAINTENANCE FREQUENCIES*

Location / Zone	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Right-of-Way Mowing, Trimming and Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
Canal bank Mowing and Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
String Trimming Only Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
ROW / Line of sight / Brush back	8 +/-	Up to 8 times per year as directed											
Griffin Road East Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
Griffin Road West Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
C-11 Trail Mowing Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
C-11 Trail String Trimming Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
Shrub / Landscape Material Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
Fertilization	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	1 – 2	As directed											
Tree bed weeding	6	1	0	1	0	1	0	1	0	1	0	1	0
Sucker/ water sprout trimming	6	1	0	1	0	1	0	1	0	1	0	1	0
Fertilization	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	1 – 2	As directed											
*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.													

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

PROPOSAL FORMS

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):

RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per “Maintenance Frequencies” sheets)
A	1	GRIFFIN ROAD EAST ROW: Flamingo Rd. to SW 148 Ave. a.) North swale – All from edge of pavement to top of canal bank b.) Medians – All c.) 3 Retention Ponds d.) South swale – All from edge of pavement to property line	\$	\$
A	2	GRIFFIN ROAD WEST ROW: west of Dykes Rd. to east of SW 188 Ave.: a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave. b.) Medians – All c.) South swale – All	\$	\$
B	3	Griffin Road / C-11 Canal Bank Trail: From top edge of swale to top of canal bank a.) Flamingo Rd. to SW 148 Ave. b.) Dykes Rd. to US 27	\$	\$
C	4	Griffin Road West US 27 to Holiday Park entrance	\$	\$
C	5	SW 172 Ave. from Griffin to Sheridan St. a.) West side b.) East side at 4800 SW 172 Avenue – ROW planting c.) East side at 6640 SW 172 Avenue – ROW planting	\$	\$
C	6	SW 166 Ave. from Griffin to SW 51 Manor West side	\$	\$
C	7	SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side	\$	\$
C	8	SW 166 Ave. from SW 62 St. to SW 69 St. East side	\$	\$
C	9	Dykes Rd. from SW 66 St. to Segovia Circle N East and west sides	\$	\$
C	10	Stirling Rd. from Dykes Rd. to SW 166 Ave. Median only	\$	\$
C	11	SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. - west of SW 178 Ave. North and south - Guardrail String trimming	\$	\$

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE _____

COMPANY NAME _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):

RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per “Maintenance Frequencies” sheets)
C	12	SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St., between SW 68 Court and SW 70 Place East and west sides, some north sides String trimming at Guardrail	\$	\$
C	13	SW 66 St. between SW 178 and SW 172 Aves North side	\$	\$
C	14	Hawke's Bluff Ave (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary - 30,500 s.f. of ROW on north side	\$	\$
C	15	SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St. East side	\$	\$
C	16	SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St. East side	\$	\$
C	17	SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive East side	\$	\$
C	18	SW 50 St. (East Palomino Drive), east of 13601 address only North side	\$	\$
C	19	SW 50 St. (West Palomino Drive), South side	\$	\$
C	20	SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave. North side	\$	\$
C	21	SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd. West side	\$	\$
C	22	SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway East side	\$	\$

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per “Maintenance Frequencies” sheets)
C	23	SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$	\$
C	24	SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$	\$
C	25	SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$	\$
C	26	SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.) South side	\$	\$
C	27	SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail) South side, portion of north side, median	\$	\$
C	28	SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.) North side	\$	\$
C	29	SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail) North and south sides, intersection, various	\$	\$
C	30	SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd. East side	\$	\$
C	31	SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)	\$	\$
SUBTOTAL RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES			\$	

**GRAND TOTAL – MAINTENANCE PROPOSAL: PRICE
LIST BY ZONE (BASE PROPOSAL):**

\$

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

Item No.	Services	Unit	Unit Price
1.	ROW Maintenance / Mowing	Per Square Foot	\$
2.	String Trimming Only Maintenance	Per Linear Foot (20' +/- width)	\$
3.	String Trimming Only Maintenance	Per Square Foot	\$
4.	Shrub Trimming Only Maintenance	Per Square Foot	\$
5.	Weeding Only Maintenance	Per Square Foot	\$
6.	Edging Only Maintenance	Per Linear Foot	\$
7.	Line of Sight / Brushback	Per Linear Foot (20' +/- width)	\$
8.	Herbicide spraying	Per Square Foot	\$
9.	Laborer/Groundskeeper	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$
10.		Per hour for all other times =	\$
11.	Supervisor/Foreman	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$
12.		Per hour for all other times =	\$
13.	Certified Arborist	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$
14.		Per hour for all other times =	\$
15.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs, with operator	Per hour =	\$
16.		Per day =	\$
17.		Per week =	\$
18.		Per month =	\$
19.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs, with operator	Per hour =	\$
20.		Per day =	\$
21.		Per week =	\$
22.		Per month =	\$
23.	Min. 15,000 GVM Dump Truck with Operator	Per hour =	\$
24.		Per day =	\$
25.		Per week =	\$
26.		Per month =	\$
27.	Watering Truck with Operator	Per hour =	\$
28.		Per day =	\$
29.		Per week =	\$
30.		Per month =	\$

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

Item No.	Service	Unit	Unit Price
31.	Hydraulic Bucket Truck with a reach of 55', with operator	Per hour =	\$
32.		Per day =	\$
33.		Per week =	\$
34.		Per month =	\$
35.	Mowing of turf area – Acreage	Per acre=	\$
36.	Mowing of turf area – ROW (20' +/- width)	Per Linear Foot=	\$
37.	Melaleuca Mulch	Per Cubic Yard installed	\$
38.	Bahia Sod per pallet furnished & installed	Per pallet furnished & installed	\$
39.	St. Augustine Sod per pallet furnished & installed	Per pallet furnished & installed	\$
40.	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$
41.	15-0-15 – 50% sulphur coated, with Talstar	Per 50 lb. in place	\$
42.	Micronutrients: Manganese, in granular form	Per lb. in place	\$
43.	Micronutrients: Magnesium, in granular form	Per lb. in place	\$
44.	Removal & Proper disposal of debris	Per Cubic Yard	\$
45.	Fill Material, per cubic yard furnished and installed – Top soil	Per Cubic Yard	\$
46.	Fill Material, per cubic yard furnished and installed – Lake sand or sand fill	Per Cubic Yard	
47.	Fill Material, per cubic yard furnished and installed – Concrete screening	Per Cubic Yard	
48.	Re-set downed / wind thrown tree	Per Tree	\$
49.	Staking – root ball staking – (preferred method)	Per Tree	\$
50.	Staking and guying - board and batten materials (max size 2.5" caliper tree)	Per Tree	\$
51.	Staking and guying - lodge poles and sisal materials (max size 2.5" caliper tree)	Per Tree	\$
52.	Removal of exotic / hazard tree	Per Caliper inch of trunk	\$
53.	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	
Miscellaneous Code Enforcement services			
54.	Mowing/lawn maintenance	Per individual proposal	

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, machinery and services to perform Town Wide Park and Right-of-Way Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

COMPANY NAME: _____

OTHER REQUIRED SIGNATURES AND SUBMITTALS

Proposers are required to complete, provide and/or execute the documents in this section. Response to the Required Signatures and Submittals will be utilized as part of the Town's overall proposal evaluation and contract selection procedure.

PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal to the Town, Proposer shall furnish to the Town a Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

CONTRACTOR QUALIFICATIONS

Evidence that the Proposer holds appropriate licenses to perform the work subject of this Proposal, and as required by Florida Statutes and Local law, must be submitted along with Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

PROFESSIONAL ORGANIZATIONS

In accordance with the evaluation factors set forth at section 10.3, preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:

- A. Certificate of Training, Best Management Practices, Florida Green Industries, issued by the Florida Department of Environmental Protection
- B. Certification (any/all) from Florida Nursery Growers & Landscape Association (FNGLA)
- C. Membership in Florida Nursery Growers & Landscape Association (FNGLA)
- D. Florida Urban Forestry Council (FUFC)
- E. Florida Turfgrass Association (FTGA)

CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

DRUG FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. Preference shall be given to businesses with drug-free workplace programs in accordance with the Town's Procurement Code. 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 Proposal 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 Proposal, 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.
- 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, by any employee who is so convicted.
- 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.

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

COMPANY NAME: _____

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, F.S. for thirty six (36) months from the date of being placed on the convicted vendor list".

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**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 _____
by _____ for _____
_____ whose business address is _____
_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(IF the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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 Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and 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). Any 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 prime 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 thirty six (36) months shall be considered an affiliate.
2. 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 Proposals or applies to Proposal 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

_____ 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.

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

My Commission Expires _____

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

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

NON-COLLUSIVE AFFIDAVIT

State of _____)

) ss.

County of _____)

_____ being first duly sworn deposes and says that:

- 1 He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached Proposal;
- 2 He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- 3 Such Proposal is genuine and is not a collusive or sham Proposal;
- 4 Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____ My Commission Expires _____
(Printed, typed, or stamped commissioned name of notary public)

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of _____)
County of _____) ss.

I HEREBY CERTIFY that _____, as Principal or Owner of
_____, is hereby authorized to execute the Proposal dated, _____, 20
(Company name)
to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be
the official act and deed of _____.
(Company name)

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20

Secretary:

(SEAL)

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)
County of _____) 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 _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, _____ 20____, 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 _____ day of _____, 20 _____.

Secretary:
(SEAL)

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)
County of _____) ss.

I HEREBY CERTIFY that a meeting of the Partners of the _____

a partnership existing under the laws of the State of _____,

held on _____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as

_____ of the Partnership, be and is hereby

authorized to execute the Proposal dated, _____ 20 _____, to the Town of Southwest Ranches

and this partnership and that his execution thereof, attested by the _____ shall
be the official act and deed of this Partnership."

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

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

Secretary:

(SEAL)

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)

) ss.

County of _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____

a corporation existing under the laws of the State of _____, held on

_____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as

_____ of the Joint Venture be and is hereby
authorized to execute the Proposal dated, _____ 20____, to the Town of Southwest
Ranches official act and deed of this Joint Venture."

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20

Secretary:

(SEAL)

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

PROPOSER QUALIFICATION

List Number of Landscape Maintenance Contracts in excess of Three Hundred Fifty Thousand Dollars (\$350,000) per year in the past five (5) years.

Project Name: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____

Project Name: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____

Project Name: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____

Project Name: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____

Project Name: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____

Project Name: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

GOVERNMENTAL CONTACT INFORMATION

List any Governmental or Quasi-governmental Agencies for which the Proposer has done business within the past five (5) years.

Name of agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

SUBCONTRACTORS

List all Subcontractors to be used on this project if the Proposer is awarded a contract.

CLASSIFICATION
OF WORK

NAME, ADDRESS, PHONE
OF SUBCONTRACTORS

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

PROPOSED MANAGEMENT PLAN

[illegible]

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

PROPOSER DISCLOSURE OF LITIGATION HISTORY

The Proposer's response to this questionnaire will be utilized as part of the Town's overall Proposal Evaluation and Contractor selection.

List all cases where Proposer has been a party to litigation, whether plaintiff or defendant, within the past five (5) years including case name, case number, jurisdiction, whether case has been resolved or is still pending, and a brief description of the nature of the case.

Case Name: _____
Case Number: _____
Jurisdiction: _____
Plaintiff: _____
Defendant: _____
Case Status: Resolved _____ Pending _____
Brief description of nature of case: _____

Case Name: _____
Case Number: _____
Jurisdiction: _____
Plaintiff: _____
Defendant: _____
Case Status: Resolved _____ Pending _____
Brief description of nature of case: _____

Case Name: _____
Case Number: _____
Jurisdiction: _____
Plaintiff: _____
Defendant: _____
Case Status: Resolved _____ Pending _____
Brief description of nature of case: _____

Case Name: _____
Case Number: _____
Jurisdiction: _____
Plaintiff: _____
Defendant: _____
Case Status: Resolved _____ Pending _____
Brief description of nature of case: _____

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

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) be indicated below and this form returned to:

Juanita Romance, Procurements and Special Projects
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or

Email: jromance@southwestranches.org

REASONS

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

Explanation: _____

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: _____

ATTACHMENTS AND EXHIBITS:

ATTACHMENT "A" – AGREEMENT FORM – TO BE EXECUTED AFTER AWARD OF CONTRACT

EXHIBITS – 1 - 6

AGREEMENT FORM
(Exhibit "A" To Request for Proposals)

TOWN OF SOUTHWEST RANCHES REQUEST FOR PROPOSALS NO: 14-015

September 17, 2014

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

WHEREAS, the Town desires to select a contractor for the purpose of **Town-Wide Right-of-Way Maintenance Services ("Project")**; and

WHEREAS, the Town advertised a Request for Proposals, RFP No. 14-015 on September 17, 2014 ("RFP"); and

WHEREAS, __ proposals were received by the TOWN on _____, 201_ ; and

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

WHEREAS, the proposal submitted to the Town by Contractor is attached to this Agreement as Exhibit "A-1" and made a part hereof.

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

1. CONTRACT DOCUMENTS/SCOPE OF WORK: The Contract Documents consist of the following documents: Request for Proposals #14-015 (attached herein as Composite Exhibit "B," hereinafter interchangeably referred to as the "Scope of Services," "Services," or "Work" unless otherwise specified), which is incorporated herein by reference and shall be completely integrated and construed as being a specific part of this Agreement, Contractor's Proposal (Exhibit "A-1"), this Agreement and any written modifications hereto. In the case of a conflict in the Contract Documents, those requiring the more stringent performance by Contractor shall govern. The Contractor shall provide Town-wide Right-of-Way Maintenance Services for the term of this Agreement, and any approved extensions thereto (as set forth in Section 24 of the RFP). The Work includes but is not limited to the following: furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described and detailed in, or reasonably inferable from, the Contract Documents. Refer also to SCOPE OF SERVICES / SPECIFICATIONS, Sections A-X of the RFP. All Work rendered pursuant to this Agreement by Contractor shall be performed in strict 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 and/or best management 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.

2. LICENSING/PERMITS: Contractor represents that it will maintain at all times during the progress of any Work and any warranty period, all licenses, certificates of competency or other documents required by the Scope of Services evidencing compliance with licensure requirements necessary to practice his profession as required by Florida law, Broward County, and the Town's Code.

3. INSURANCE: Contractor shall procure and maintain at all times during the performance of this Agreement, including any approved extensions thereof, all insurance coverages required by, and in the manner specified in, Section 9 of the RFP.

4. INDEMNIFICATION: Contractor's indemnification obligations are set forth in Section 16 of the RFP. Contractor further agrees that in claims against any person indemnified hereunder by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations hereunder shall not be limited by a limitation on amount or type or amount of damages, compensation or benefits payable under worker's compensation acts, disability benefits acts, or other employee benefits acts. The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligent or intentional act or omission of Contractor or any one of its employees, contractors or agents.

5. CHANGES TO SCOPE OF WORK: The Town shall not accept any change orders from the Contractor for the Project unless approved in writing by the Town. By executing this Agreement, Contractor specifically acknowledges that Contractor has performed its due diligence and will perform the Work for the prices stated in Contractor's Proposal attached hereto, for the term of this Agreement, and any approved extensions thereof.

6. COMPENSATION & METHOD OF PAYMENT

- .1 The amount of compensation payable by the Town to Contractor shall be based upon the rates and schedules (interchangeably referred to as the "Contract Price" or "Agreement Sum") as set forth in Composite Exhibit "B" which amount shall be accepted by Contractor as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by Contractor that these amounts are the maximum payable and constitute a limitation upon Town's obligation to compensate Contractor for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- .2 The initial rates and schedules have been adopted by the Town Council as part of the Resolution enacting this Agreement. The Town Council, at its own discretion, may increase the rate by subsequent Resolution.
- .3 Town shall pay Contractor in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Administrator, for failure of Contractor to comply with a term, condition or requirement of this Agreement.
- .4 Town shall not be liable for any cost increases or escalation associated with labor, materials, including but not limited to petroleum, that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined herein as the Agreement Sum, 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 Agreement Sum 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.
- .5 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Contractor to Town, and (b) verification by Town that the Work has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.

- .6 Notwithstanding any provision of this Agreement to the contrary, the Town Administrator may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Contractor which has not been remedied or resolved in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town.
- .7 Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the contract.
- .8 In case of default by Contractor, Town may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned or incurred thereby.

7. ASSIGNMENT: Refer to Section 19 of the RFP. No assignment of this Agreement or of the Work hereunder by Contractor shall be valid without the express written consent of the Town Administrator, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator.

8. WARRANTIES: Contractor warrants to the Town that all materials, supplies, equipment and Work under this Agreement will be of good quality, free from faults and defects and in conformance with the Contract Documents.

9. CONTRACTOR'S RESPONSIBILITY FOR SAFETY AND TO PROTECT WORK: 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. Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for through the issuance of a change order to this Agreement.

10. DEFECTIVE WORK: Contractor shall promptly correct or remove, at its sole expense, any defective Work and replace it with non-defective Work. Contractor shall pay all direct, indirect, and consequential costs of such removal or correction.

11. DEFAULT/TERMINATION FOR CAUSE: Refer to Section 22 of the RFP.

- 11.1. In addition, the occurrence of any one or more of the following events will justify Town's termination of Contractor for cause:

- .1 Contractor's performance of defective work or persistent failure to perform the Work in strict accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
 - .2 Contractor's disregard of Laws or Regulations of any public body having jurisdiction state or federal laws;
 - .3 Violation of Town's policies and procedures, including Contractor's disregard of the authority of the Town, including the Contract Manager;
 - .4 Contractor's violation of any provisions of the Contract Documents;
 - .5 Contractor's Abandonment of the Work;
 - .6 Contractor's insolvency, bankruptcy, or assignment for the benefit of creditors.
- 11.2. If one or more of the events identified in paragraph 11.1 occur, Town may, after giving Contractor thirty (30) days written notice, terminate the services of Contractor.
- 11.3 Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.
- 11.4 If, after notice of termination of Contractor's right to proceed, it is found that Contractor was not in default or that sufficient grounds for termination for cause did not exist, the termination shall be deemed automatically converted to one for convenience, and the rights and obligations of the Town and Contractor shall be the same as if the notice of termination were issued pursuant to Section 12 below.

12. TERMINATION FOR CONVENIENCE: Refer to Section 22.2 of the RFP.

12.1. The Agreement may be terminated for convenience in writing by the Town, without cause and without prejudice to any other right or remedy of Town, upon thirty (30) days written notice to Contractor of its intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid (without duplication of any items) for:

- .1 Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work, provided however, that Contractor must first provide Town with sufficient back-up documentation for such Work;
 - .2 Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents, plus fair and reasonable sums for overhead and profit on such expenses;
- 12.2 Under no circumstances shall payment include, or Town be liable for, lost or anticipated profit for Work or services not performed, nor for indirect, special or consequential damages of any kind.

13. INTERPRETATION:

13.1. Entire Agreement. This Agreement, including the Contract Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof. No other agreements, oral or written, pertaining to the Work to be performed under this Agreement exist between the parties. This Agreement may be modified only by a written change order signed by both parties.

13.2. Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the State of Florida.

14. ATTORNEYS' FEES AND COSTS: If any party to this Agreement brings a cause of action against the other party arising from or relating to this Agreement the prevailing party in such proceeding shall be entitled to recover reasonable attorney's fees, experts fees, and court costs (at both the trial and appellate levels).

15. CONTRACTOR'S PERFORMANCE:

15.1 Contractor shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Administrator, which shall be in his sole and absolute discretion. If subcontractors are to be used during the term of this Agreement, a list of such subcontractors shall be provided to the Town Administrator, subject to his approval.

15.2 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 legally employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to TOWN any and all documentation, certifications, authorizations, licenses, permits, or registrations 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. Contractor represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

15.3 Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

16. DISPUTE RESOLUTION: Refer to Section 11 of the RFP.

16.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the Town Administrator or his designee shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of 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 Contract Documents and such decisions of all claims, questions, difficulties and disputes shall be final and binding, subject to judicial resolution.

- 16.2. During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.
- 16.3. In the event the determination of a dispute under this Section 16 is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Contractor and Town hereby waive any rights to a trial by jury.

17. AUDIT OF PROJECT 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 the later of three (3) years after termination or expiration 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 the three (3) year period, whichever is later, 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.

18. DIFFERING SITE CONDITIONS: In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the aforesaid conditions. Contract Manager shall investigate the site conditions identified by

Contractor. If, in the sole opinion of Contract Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination in accordance with the provisions of Section 16 above. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

19. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES:

19.1. Town does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility prior to commencement of any Work to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Work. No additional payment will be made to the Contractor because of discrepancies in actual and planned location of utilities, and additional costs suffered as a result thereof.

19.2. The Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

19.3. The Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.

19.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The Town reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

19.5. The foregoing provisions of this Section 19 relating to costs and/or delays incurred by Contractor due to underground structures and utilities are subject to Section 18 above; provided however, that under no circumstances shall Contractor be entitled to an equitable adjustment in compensation where Contractor knew or could have discovered through the exercise of due diligence, the existence and/or location of such underground structures and utilities.

20. NOTIFICATION OF CLAIM FOR CHANGE OF CONTRACT PRICE OR DAMAGES:

Any claim for a change in compensation or for damages shall be made by written notice by Contractor to the Contract Manager within five (5) calendar days of the commencement of the event giving rise to the claim or

29. 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.

30. 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.

31. CHAPTER 558, FLORIDA STATUTES, NOT APPLICABLE. The parties understand and agree that Chapter 558, Florida Statutes, does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558, Florida Statutes.

32. MISCELLANEOUS:

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

B. 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.

C. 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 paragraph C of Section 32.

- D. 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 Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. 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 or continuing waiver of the terms of this Agreement.
- F. 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 over the other.
- G. Drug-Free Workplace.** Contractor agrees that it shall maintain a drug-free workplace as set forth in the RFP.
- H. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- I. 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.
- J. 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]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2014.

WITNESSES:

CONTRACTOR:

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

TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor
____ day of _____ 201__

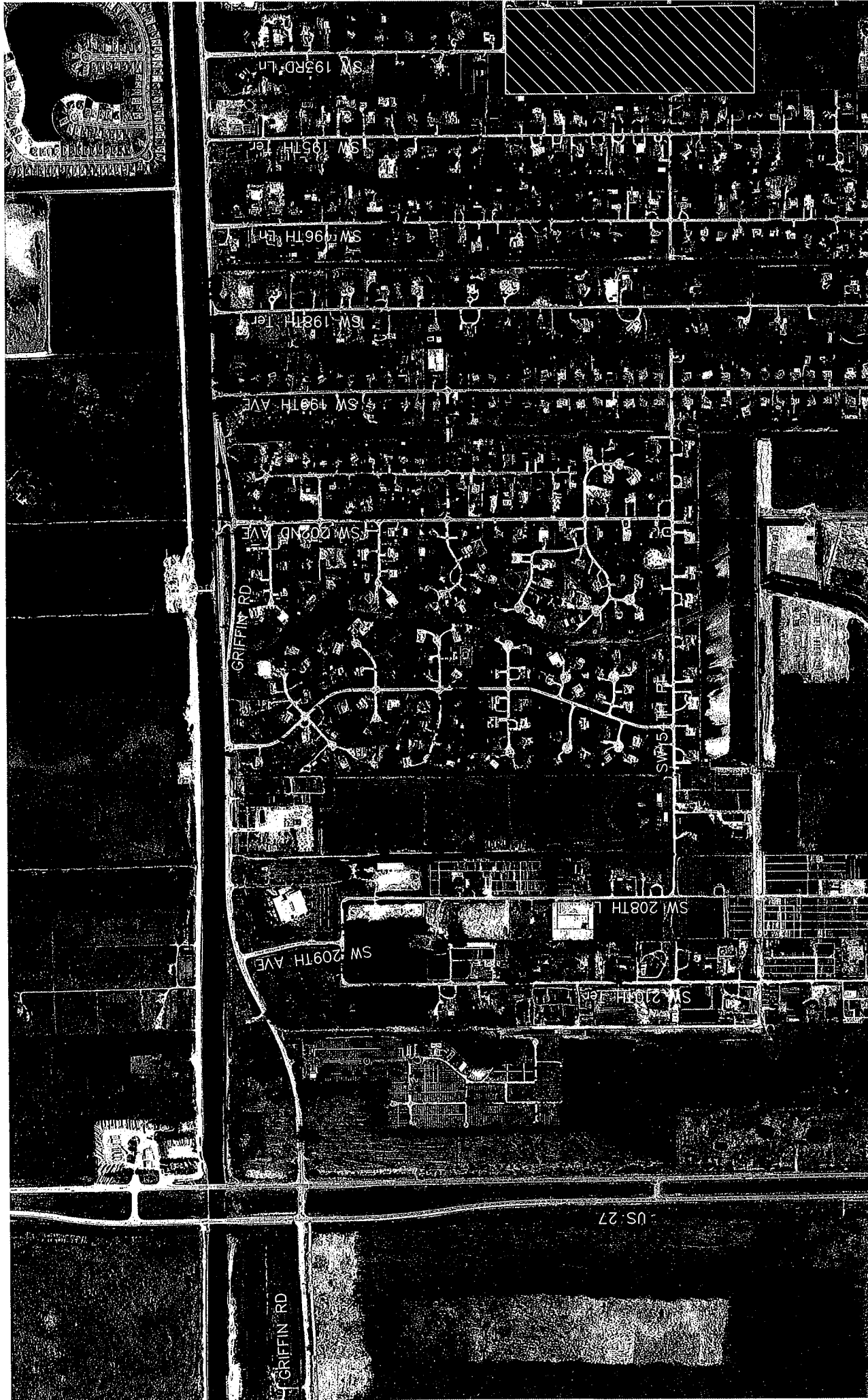
By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 201__

ATTEST:

Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney



MATCH LINE C

- CANAL BANK/TRAIL
- EAST SIDE
- WEST SIDE
- NORTH SIDE
- SOUTH SIDE

D
FRONTIER TRAILS
(30 ACRES)



MATCH LINE D

- A-1 SWMS (26 ACRES)
- A-2 CALUSA CORNERS (11 ACRES)
- B ROLLING OAKS (46 ACRES PLUS BARN)
- F PUBLIC SAFETY BLDG

- CANAL BANK/TRAIL
- EAST SIDE
- WEST SIDE
- NORTH SIDE
- SOUTH SIDE



CANAL BANK/TRAIL

EAST SIDE

WEST SIDE

NORTH SIDE

SOUTH SIDE

4-B SSR EQUESTRIAN PARK

TRIMMING & MAINTENANCE NORTH SIDE

C TRAIL SIDE PARK

MATCH LINE E

MATCH LINE C



CANAL BANK/TRAIL

EAST SIDE

WEST SIDE

NORTH SIDE

SOUTH SIDE

MATCH LINE D



CANAL BANK/TRAIL

EAST SIDE

WEST SIDE

NORTH SIDE

SOUTH SIDE

E
TOWN HALL (LANDSCAPE
BED MAINTENANCE ONLY)

MATCH LINE E



CANAL BANK/TRAIL

EAST SIDE

WEST SIDE

NORTH SIDE

SOUTH SIDE

4-B SSR EQUESTRIAN PARK
TRIMMING & MAINTENANCE SOUTH SIDE

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

SERVICE CATEGORIES / MAINTENANCE FREQUENCIES*

Location / Zone	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Right-of-Way Mowing, Trimming and Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
Canal bank Mowing and Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
String Trimming Only Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
ROW / Line of sight / Brush back	8 +/-	Up to 8 times per year as directed											
Griffin Road East Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
Griffin Road West Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
C-11 Trail Mowing Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
C-11 Trail String Trimming Maintenance	24	1	1	1	1	2	3	3	3	3	3	2	1
Shrub / Landscape Material Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
Fertilization	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	1 - 2	As directed											
Tree bed weeding	6	1	0	1	0	1	0	1	0	1	0	1	0
Sucker/ water sprout trimming	6	1	0	1	0	1	0	1	0	1	0	1	0
Fertilization	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	1 - 2	As directed											

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE: _____

COMPANY NAME _____

Proper Property Maintenance, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

PROPOSAL FORMS

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):

RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
A	1	GRIFFIN ROAD EAST ROW: Flamingo Rd. to SW 148 Ave. a.) North swale – All from edge of pavement to top of canal bank b.) Medians – All c.) 3 Retention Ponds d.) South swale – All from edge of pavement to property line	\$ 1214. ⁶⁷	\$ 29,152.
A	2	GRIFFIN ROAD WEST ROW: west of Dykes Rd. to east of SW 188 Ave.: a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave. b.) Medians – All c.) South swale – All	\$ 1508.	\$ 36,192.
B	3	Griffin Road / C-11 Canal Bank Trail: From top edge of swale to top of canal bank a.) Flamingo Rd. to SW 148 Ave. b.) Dykes Rd. to US 27	\$ 1056.	\$ 25,344.
C	4	Griffin Road West US 27 to Holiday Park entrance	\$ 96.	\$ 2,304.
C	5	SW 172 Ave. from Griffin to Sheridan St. a.) West side b.) East side at 4800 SW 172 Avenue – ROW planting c.) East side at 6640 SW 172 Avenue – ROW planting	\$ 288.	\$ 6,912.
C	6	SW 166 Ave. from Griffin to SW 51 Manor West side	\$ 24.	\$ 576.
C	7	SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side	\$ 24.	\$ 576.
C	8	SW 166 Ave. from SW 62 St. to SW 69 St. East side	\$ 72.	\$ 1,728.
C	9	Dykes Rd. from SW 66 St. to Segovia Circle N East and west sides	\$ 48.	\$ 1,152.
C	10	Stirling Rd. from Dykes Rd. to SW 166 Ave. Median only	\$ 107.	\$ 2,568.
C	11	SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. - west of SW 178 Ave. North and south - Guardrail String trimming	\$ 192.	\$ 4,608.

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE

COMPANY NAME

Restive Property Maintenance Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):

RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
C	12	SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St., between SW 68 Court and SW 70 Place East and west sides, some north sides String trimming at Guardrail	\$ 144.	\$ 3,456.
C	13	SW 66 St. between SW 178 and SW 172 Aves North side	\$ 48.	\$ 1,152.
C	14	Hawke's Bluff Ave (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary - 30,500 s.f. of ROW on north side	\$ 96.	\$ 2,304.
C	15	SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St. East side	\$ 472.	\$ 11,328.
C	16	SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St. East side	\$ 227.	\$ 5,448.
C	17	SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive East side	\$ 168.	\$ 4,032.
C	18	SW 50 St. (East Palomino Drive), east of 13601 address only North side	\$ 24.	\$ 576.
C	19	SW 50 St. (West Palomino Drive), South side	\$ 96.	\$ 2,304.
C	20	SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave. North side	\$ 72.	\$ 1,728.
C	21	SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd. West side	\$ 96.	\$ 2,304.
C	22	SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway East side	\$ 179.	\$ 4,296.

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE:

COMPANY NAME:

ProPerry Maintenance Inc.

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price - (Frequencies as per "Maintenance Frequencies" sheets)
C	23	SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$ 96.	\$ 2,304.
C	24	SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$ 96.	\$ 2,304.
C	25	SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side	\$ 96.	\$ 2,304.
C	26	SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.) South side	\$ 72.	\$ 1,728.
C	27	SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail) South side, portion of north side, median	\$ 168.	\$ 4,032.
C	28	SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.) North side	\$ 192.	\$ 4,608.
C	29	SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail) North and south sides, intersection, various	\$ 168.	\$ 4,032.
C	30	SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd. East side	\$ 72.	\$ 1,728.
C	31	SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)	\$ 48.	\$ 1,152.
C	32	SW 54 Pl. from SW 166 Ave. to 230' east of SW 164 Ter., Median Only	\$ 88. ⁵⁰	\$ 2,124.
SUBTOTAL RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES			\$	176,356.

GRAND TOTAL - MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL):

\$ 176,356.

PROPOSER'S SIGNATURE:

COMPANY NAME: RESTICK PROPERTY MAINTENANCE Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)			
Item No.	Services	Unit	Unit Price
1.	ROW Maintenance / Mowing	Per Square Foot	\$.003
2.	String Trimming Only Maintenance	Per Linear Foot (20' +/- width)	\$.4
3.	String Trimming Only Maintenance	Per Square Foot	\$.25
4.	Shrub Trimming Only Maintenance	Per Square Foot	\$.15
5.	Weeding Only Maintenance	Per Square Foot	\$.11
6.	Edging Only Maintenance	Per Linear Foot	\$.02
7.	Line of Sight / Brushback	Per Linear Foot (20' +/- width)	\$.4
8.	Herbicide spraying	Per Square Foot	\$.2
9.	Laborer/Groundskeeper	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 25
10.		Per hour for all other times =	\$ 35
11.	Supervisor/Foreman	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 35
12.		Per hour for all other times =	\$ 45
13.	Certified Arborist	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 75.
14.		Per hour for all other times =	\$ 95.
15.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs, with operator	Per hour =	\$ 75.
16.		Per day =	\$ 600.
17.		Per week =	\$ 2500.
18.		Per month =	\$ 10,000.
19.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs, with operator	Per hour =	\$ 100.
20.		Per day =	\$ 800.
21.		Per week =	\$ 3800.
22.		Per month =	\$ 15,000.
23.	Min. 15,000 GVM Dump Truck with Operator	Per hour =	\$ 75.
24.		Per day =	\$ 600.
25.		Per week =	\$ 2800.
26.		Per month =	\$ 10900.
27.	Watering Truck with Operator	Per hour =	\$ 95.
28.		Per day =	\$ 750.
29.		Per week =	\$ 3750.
30.		Per month =	\$ 15000.
*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.			

PROPOSER'S SIGNATURE:

COMPANY NAME:

[Signature]
RESTORATION MAINTENANCE INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

Item No.	Service	Unit	Unit Price
31.	Hydraulic Bucket Truck with a reach of 55', with operator	Per hour =	\$ 110.
32.		Per day =	\$ 880.
33.		Per week =	\$ 4000.
34.		Per month =	\$ 15500.
35.	Mowing of turf area -- Acreage	Per acre=	\$ 75.
36.	Mowing of turf area -- ROW (20' +/- width)	Per Linear Foot=	\$ 1.40
37.	Melaleuca Mulch	Per Cubic Yard installed	\$ 38.
38.	Bahia Sod per pallet furnished & installed	Per pallet furnished & installed	\$ 325.
39.	St. Augustine Sod per pallet furnished & installed	Per pallet furnished & installed	\$ 325.
40.	8-2-10 -- 90% sulphur coated	Per 50 lb. in place	\$ 45.
41.	15-0-15 -- 50% sulphur coated, with Talstar	Per 50 lb. in place	\$ 40.
42.	Micronutrients: Manganese, in granular form	Per lb. in place	\$ 5.
43.	Micronutrients: Magnesium, in granular form	Per lb. in place	\$ 4.
44.	Removal & Proper disposal of debris	Per Cubic Yard	\$ 98.
45.	Fill Material, per cubic yard furnished and installed -- Top soil	Per Cubic Yard	\$ 47.
46.	Fill Material, per cubic yard furnished and installed -- Lake sand or sand fill	Per Cubic Yard	65.
47.	Fill Material, per cubic yard furnished and installed -- Concrete screening	Per Cubic Yard	65.
48.	Re-set downed / wind thrown tree	Per Tree	\$ 175.
49.	Staking -- root ball staking -- (preferred method)	Per Tree	\$ 50.
50.	Staking and guying - board and batten materials (max size 2.5" caliper tree)	Per Tree	\$ 50.
51.	Staking and guying - lodge poles and sisal materials (max size 2.5" caliper tree)	Per Tree	\$ 45.
52.	Removal of exotic / hazard tree	Per Caliper inch of trunk	\$ 40.
53.	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	2.5 x cost
Miscellaneous Code Enforcement services			
54.	Mowing/lawn maintenance	Per individual proposal	50.

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

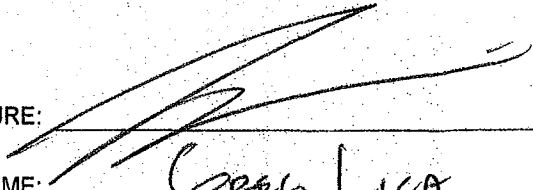
PROPOSER'S SIGNATURE: _____

COMPANY NAME: Restric Pro Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, machinery and services to perform Town Wide Park and Right-of-Way Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: 

PROPOSER'S NAME: Corey Lica

COMPANY NAME: Prestige Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

OTHER REQUIRED SIGNATURES AND SUBMITTALS

Proposers are required to complete, provide and/or execute the documents in this section. Response to the Required Signatures and Submittals will be utilized as part of the Town's overall proposal evaluation and contract selection procedure.

PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal to the Town, Proposer shall furnish to the Town a Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

CONTRACTOR QUALIFICATIONS

Evidence that the Proposer holds appropriate licenses to perform the work subject of this Proposal, and as required by Florida Statutes and Local law, must be submitted along with Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

PROFESSIONAL ORGANIZATIONS

In accordance with the evaluation factors set forth at section 10.3, preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:

- A. Certificate of Training, Best Management Practices, Florida Green Industries, issued by the Florida Department of Environmental Protection
- B. Certification (any/all) from Florida Nursery Growers & Landscape Association (FNGLA)
- C. Membership in Florida Nursery Growers & Landscape Association (FNGLA)
- D. Florida Urban Forestry Council (FUFC)
- E. Florida Turfgrass Association (FTGA)

CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**DBA:**
Business Name: PRESTIGE PROPERTY MANAGEMENT &
MAINTENANCE INC**Receipt #:** 324-165400
Business Type: LAWN MAINTENANCE/LANDSCAPE
(LAWN MAINTENANCE)**Owner Name:** PRESTIGE PROPERTY MANAGEMENT
Business Location: 3300 SW 46 AVE
DAVIE
Business Phone: 584-3465**Business Opened:** 04/01/1986
State/County/Cert/Reg:
Exemption Code:

Rooms

Seats

Employees

Machines

Professionals

6

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:PRESTIGE PROPERTY MANAGEMENT
3300 SW 46 AVE
DAVIE, FL 33314**Receipt #** 01A-13-00005327
Paid 07/15/2014 81.00**2014 - 2015**



6591 SW 45th St
Davie, FL 33314

TOWN OF DAVIE BUSINESS TAX RECEIPT

First-Class Mail
PRSR
U S Postage Paid
PDS

Name and Location of Business Tax Receipt

PRESTIGE PROPERTY MGMT & MAINT
3300 SW 46 AVE 1

DAVIE, FL 33314

License Type: **Offices Desk Space No Stock**
Licensed For & Quantity: **Offices Desk Space No Stock 1**

License #: **7424** Phone #: **3055815675**

Effective Date: **10/1/2014** Expiration Date: **9/30/2015**

REFERENCE:

MAILING ADDRESS:

TO:

PRESTIGE PROPERTY MGMT & MAINT
3300 SW 46 AVE #1

Restrictions:

DAVIE FL 33314

State of Florida

Department of State

I certify from the records of this office that PRESTIGE PROPERTY MAINTENANCE INC is a corporation organized under the laws of the State of Florida, filed on February 18, 1986.

The document number of this corporation is M27540.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 23, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of May, 2014*



Ken DeFries
Secretary of State

Authentication ID: CU0274431952

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
February 19, 2014	JBT82927	February 28, 2015

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: February 28, 2015 AT

3300 SW 46TH AVE
DAVIE, FL 33314

PRESTIGE PROPERTY MAINTENANCE INC Lawn and Ornamental
3300 SW 46TH AVE
DAVIE, FL 33314


ADAM H. PUTNAM, COMMISSIONER

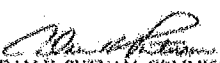
STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
February 19, 2014	JE44902	February 28, 2015

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: February 28, 2015 AT

PRESTIGE PROPERTY MAINTENANCE INC
DAVIE, FL 33314

THOMAS PATRICK JACOB Certified Operator
PRESTIGE PROPERTY MAINTENANCE INC
3300 SW 46TH AVE
DAVIE, FL 33314



ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
May 8, 2014	JF6337	June 1, 2015

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2015

THOMAS PATRICK JACOB Lawn and Ornamental
3300 SW 46TH AVE
DAVIE, FL 33314


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date
August 1, 2013

File No.
LF207159

Expires
July 31, 2017

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2017

THOMAS PATRICK JACOB
5500 SW 70 AVE
DAVIE, FL 33314


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date
August 21, 2013

File No.
LF207160

Expires
July 31, 2017

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2017

WILLIAM M DIFENDERFER
627 NE 8TH AVENUE APT 3
FORT LAUDERDALE, FL 33304


ADAM H. PUTNAM, COMMISSIONER

July 23, 2014

BROWARD COUNTY TREE TRIMMER LICENSE

STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

1. The following shall be available for inspection at every work site where tree trimming is being carried out:
 - A copy of the company's Broward County Tree Trimmer license
 - Proof of the company's current insurance coverage
 - At least one person should possess a current Tree Trimmer training card.
Current training cards reflect that training was completed within
 - the past two (2) years
 - Picture identification issued by a government entity or agency
2. At least one trained person must be available at every work site where tree trimming is being carried out.
3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.
4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.
5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Safety and Health Act of 1970 (OSHA).
6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.
7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

PRESTIGE PROPERTY MAINTENANCE, INC.
3300 SW 46 AVENUE
DAVIE, FL 33314

BROWARD CLASS: **A**
FLORIDA
TREE TRIMMER LICENSE
TTL#: **A-406** EXPIRES: **08/31/2016**
PRESTIGE PROPERTY MAINTENANCE, INC.
3300 SW 46 AVENUE
DAVIE, FL 33314
TRAINED EMPLOYEE: THOMAS P JACOB

International Society of Arboriculture

Certified Arborist

Thomas P. Jacob

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist.

D. J. Gorman

Certification Board, Chair
International Society of Arboriculture

Jim Skiera

Executive Director
International Society of Arboriculture

FL-1297A

Mar 27, 2004

Jun 30, 2016

Certificate Number

Certified Since

Expiration Date

SPEC PLUMBER-LAWN SPRINKLER

94-CLS-604-X

LICA, FRED W. - QUALIFYING

PRESTIGE PROPERTY MGT & MAINT, INC

3300 SW 46 AVE SUITE #6

DAVIE FL 333142215

EXPIRES 08/31/2015

BROWARD
COUNTY

F L O R I D A



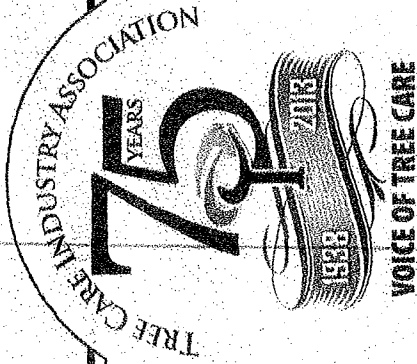
CERTIFICATE OF COMPETENCY

Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

LICA, FRED W.
5071 SW 64 AVE
DAVIE FL 33314

BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY
SPEC PLUMBER-LAWN SPRINKLER
CC# 94-CLS-604-X
LICA, FRED W. - QUALIFYING
PRESTIGE PROPERTY MGT & MAINT, INC
3300 SW 46 AVE SUITE #6
DAVIE FL 333142215
EXPIRES 08/31/2015



YOUR HISTORY IS OUR HISTORY...

Prestige Property Maintenance

September 2012

MEMBER NAME

MEMBER SINCE

PRESIDENT
Mark Garvin

Tree Care Industry Association, Inc.

TREE CARE INDUSTRY ASSOCIATION

Advancing tree care businesses since 1938



GV14281-1

Certificate #
GV14281

Trainee ID #

UF UNIVERSITY of
FLORIDA
IFAS Extension

Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

William M. Diefenderfer

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey

Issuer

M. Orfanedes

Instructor

5/18/2011

Date of Class

Heather Ritchie

DEP Program Administrator

Not valid without seal



GV14293-1

Certificate #
GV14293

Trainee ID #

UF UNIVERSITY of
FLORIDA
IFAS Extension

Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

Thomas P. Jacob

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey

Issuer

M. Orfanedes

Instructor

5/18/2011

Date of Class

Heather Ritchie

DEP Program Administrator

Not valid without seal



South Florida Chapter

www.safetycouncil.com
800-392-6101



MIKE DIEFENDERFER

has completed a Safety Training Course in:
MOT INTERMEDIATE WORK ZONE TRAFFIC CONTROL
[FDOT PROVIDER #045]

6-6-2016
Expiration

Wallace McCleod
Instructor-Wallace McCleod



DAMON PETERS

has completed a Safety Training Course in:
INTERMEDIATE WORK ZONE TRAFFIC CONTROL
[FDOT PROVIDER #045]

1-13-2013
Expiration

Ralph Kindig Jr.
Instructor-Ralph Kindig Jr.

CERTIFICATE OF COURSE COMPLETION

KNOW ~ THE ~ FLOW

This certificate is awarded to

Fred Lica

May 17, 2011

Jimmy Moore
Instructor

Dee
Instructor

John W. Park
Instructor

Carol Shindley
Instructor



www.flhwy.com

BROWARD
COUNTY
FLORIDA

The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the success and professionalism of our members.

PRESTIGE PROPERTY MAINTENANCE, INC.

is a member of the

Florida Nursery, Growers & Landscape Association

through June 30, 2015



Ben Bolusky, Executive Vice President



*Member in good
standing since 2010*



Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and
Small Business Development

This Certificate is Awarded to:

PRESTIGE PROPERTY MAINTENANCE, INC.

DBA PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE, INC.

As set forth in the Broward County Business
Opportunity Act of 2012, the certification requirements
have been met for:

A handwritten signature in cursive script, reading "Chris Johnson", written over a horizontal line.

Authorized Representative

County Business Enterprise

Anniversary Date: February 25th

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness



Our Best.
Nothing Less.

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301

954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

March 12, 2014

Mr. Greg Lica

PRESTIGE PROPERTY MAINTENANCE, INC.

DBA PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE, INC.

3300 SW 46th Avenue

Davie, Florida 33314

Dear Mr. Lica:

The Broward County Office of Economic and Small Business Development is pleased to announce that your firm's **County Business Enterprise** certification has been renewed.

Your firm's certification is continuing from your anniversary date, but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to assure continued certification is yours. Failure to document your firm's continued eligibility for the CBE and SBE program within **thirty (30) days** from your anniversary will result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application and all required supporting documentation for review.

To review current Broward County Government bid opportunities visit:

<http://www.broward.org/purchasing/currentsolicitations>. Bid opportunities over \$3,500 will be advertised to vendors via e-mail. Please keep both the Purchasing Division and the Office of Economic and Small Business Development apprised of your current e-mail address.

Your primary certification group is: **Contract Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: <http://www.broward.org/econdev/SmallBusiness/Pages/Default.aspx>. Click on "Certified Firm Directory".

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 561710, 561730

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

Chris Atkinson, Assistant Director

Office of Economic and Small Business Development

Cert Agency: BC-CBE

ANNIVERSARY DATE: FEBRUARY 25th

Broward County Board of County Commissioners

Sue Gunzburger • Dale V.C. Holness • Kristin Jacobs • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler
www.broward.org



PRESPRO-01

CMILONE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2014

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 License # L079091

CKP Insurance LLC
21845 Powerline Road
Suite 205
Boca Raton, FL 33433

CONTACT NAME: Charles Hemphill

PHONE (A/C, No, Ext): (561) 807-0900

FAX (A/C, No): (561) 826-3782

E-MAIL ADDRESS: Chemphill@ckpinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : American Fire and Casualty Company

24066

INSURER B : Ohio Security Insurance Company

24082

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Prestige Property Mgmt & Main., Inc. & Prestige Property
Maintenance Inc dba
3300 SW 46th Avenue
Davie, FL 33314

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BLA(15)55927968	02/18/2014	02/18/2015	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 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIA3 <input type="checkbox"/> OCCUR EXCESS LIA3 <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			BAS55927968	02/18/2014	02/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Coll Ded \$ 500 EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Town of Southwest Ranches
13400 Griffin Ranches
Southwest Ranches, FL 33330

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2014

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

FRANKCRUM INSURANCE AGENCY, INC.
100 S. MISSOURI AVE.
CLEARWATER FL 33756

CONTACT

NAME:
PHONE (A/C, No, Ext): 1-800-277-1620 x4800 FAX (A/C, No): 727-797-0704
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	FRANK WINSTON CRUM INSURANCE CO.	11600
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

FrankCrum 1-800-277-1620
100 S MISSOURI AVENUE
CLEARWATER FL 33756

COVERAGES

CERTIFICATE NUMBER:

257332

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.

INBR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	POLICY						PRODUCTS - COM/OP AGG	\$
	PROJECT							\$
	LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB							\$
	EXCESS LIAB						EACH OCCURRENCE	\$
	DED						AGGREGATE	\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC201400000	1/1/2014	1/1/2015	WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EFFECTIVE 12/26/2007, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE, INC. (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF SOUTHWEST RANCHES
13400 GRIFFIN ROAD
SOUTHWEST RANCHES, FL 33330

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

DRUG FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. Preference shall be given to businesses with drug-free workplace programs in accordance with the Town's Procurement Code. 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 Proposal 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 Proposal, 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.
- 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, by any employee who is so convicted.
- 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.

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME _____

COMPANY NAME Pest & Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, F.S. for thirty six (36) months from the date of being placed on the convicted vendor list".

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

**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 SW Ranches
by Carol Lina for Perpetrator Property
Maintenance Inc whose business address is 3300 SW 46 Ave DAVIE, FL
33314 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2639529

(IF the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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 Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and 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). Any 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 prime 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 thirty six (36) months shall be considered an affiliate.
2. 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 Proposals or applies to Proposal 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

PROPOSER'S SIGNATURE: _____

COMPANY NAME: Perpetrator Property Maintenance Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

☐ 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.

By: _____

(Printed Name)

(Title)

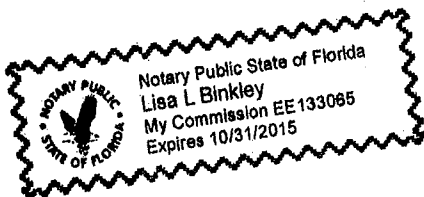
Sworn to and subscribed before me this 19 day of November, 2014
Personally known ☒

Or Produced Identification _____
(Type of Identification)

Notary Public - State of Florida

My Commission Expires 10/31/2015

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



PROPOSER'S SIGNATURE: _____

COMPANY NAME: West Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

NON-COLLUSIVE AFFIDAVIT

State of FL)
County of Broward) ss.

Conce LUCIA being first duly sworn deposes and says that:

- 1 He/She is the Partner (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached Proposal;
- 2 He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- 3 Such Proposal is genuine and is not a collusive or sham Proposal;
- 4 Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: Conce LUCIA
(Printed Name)
Partner
(Title)

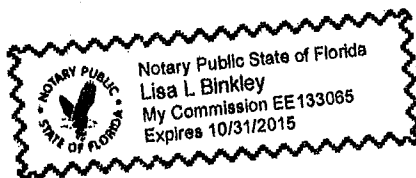
Sworn to and subscribed before me this 19 day of November, 2014

Personally known ✓

Or Produced Identification _____
(Type of Identification)

Notary Public - State of Florida My Commission Expires 10/31/2015
(Printed, typed, or stamped commissioned name of notary public)

Wm Binkley



TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of FL)
County of Broward) ss.

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of FL, held on Nov 18th 20 14, the following resolution was duly passed and adopted:

"RESOLVED, that Carla Lica, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal

dated, Nov 18 20 14, 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 18th day of Nov, 20 14.

Secretary:

(SEAL)

PROPOSER'S SIGNATURE

COMPANY NAME:

Weston Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

PROPOSER QUALIFICATION

List Number of Landscape Maintenance Contracts in excess of Three Hundred Fifty Thousand Dollars (\$350,000) per year in the past five (5) years.

Project Name: City of Coral Springs
Client Name: _____
Address: 9551 W Sample Rd, Coral Springs, FL
Contact Person: Louis Goldstein
Contact Person Tel. No.: 954/345-2112

Project Name: US1 - FLL Airport
Client Name: Broward County Aviation
Address: 1501 SW 43 St, Ft Lauderdale, FL
Contact Person: Curtis Johnson
Contact Person Tel. No.: 954/359-1250

Project Name: City of Tamarac
Client Name: _____
Address: 6011 Nob Hill Road, Tamarac, FL
Contact Person: John Engwiller
Contact Person Tel. No.: 954/597-3727

Project Name: Canal Bank Mowing and Maintenance
Client Name: Broward County Water & Wastewater Services
Address: 2555 W Copans Rd, Pompano Bch, FL
Contact Person: Carl Archie
Contact Person Tel. No.: 954/831-0753

Project Name: City of Miramar
Client Name: _____
Address: 2300 Civic Center Place, Miramar, FL
Contact Person: Fawazz Massoom
Contact Person Tel. No.: 954/883-5126

Project Name: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

GOVERNMENTAL CONTACT INFORMATION

List any Governmental or Quasi-governmental Agencies for which the Proposer has done business within the past five (5) years.

Name of agency: ATTACHED

Address: _____

Phone No.: _____ Contact Person: _____

Name of agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

PROPOSER'S SIGNATURE: _____

COMPANY NAME: Perisic Property Maintenance Inc

REFERENCES & CONTRACT EXPERIENCE

CITY OF CORAL SPRINGS

9551 West Sample Road
Coral Springs, Florida 33075-4501

Contact: Louis Goldstein
Parks Superintendent
(954) 345-2112 Fax (954) 345-2111
Email: lg@coralsprings.org

Scope: City wide maintenance of right of ways, lift stations, canal headers, cul-de-sacs, right of ways, neighborhood parks, and linear parks including: lawn mowing, hedge & shrub trimming, chemical control, and fertilization.

(Primary contractor - \$516,000 annually)

Date of Contract: October 1993 - present

BROWARD COUNTY AVIATION DEPARTMENT

1501 Southwest 43rd Street
Fort Lauderdale, Florida 33315

Contact: Curtis Johnson
Contract Supervisor
(954) 359-1250 Fax (954) 252-2297
Email: curjohnson@broward.org

US 1 Corridor

Scope: US 1 at Fort Lauderdale / Hollywood International Airport grounds maintenance including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, tree trimming, fertilization, sod and mulch installation, landscaping, and tree trimming.

(Primary contractor - \$323,000 annually)

Date of Contract: November 2000 - May 2006
January 2011 - present

Fort Lauderdale / Hollywood Int'l Airport

Scope: Fort Lauderdale / Hollywood International Airport grounds maintenance including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, tree trimming, fertilization, sod and mulch installation, landscaping, tree trimming and hurricane clean up and remediation.

(Primary contractor - \$324,000 annually)

Date of Contract: May 2004 - September 2009
February 2012 - present

CITY OF TAMARAC

Public Works
6011 Nob Hill Road
Tamarac, Florida 33321-2401

Contact: John Engwiller
Operations Manager - Public Works
(954) 597-3727 Fax (954) 597-3720
Email: John.Engwiller@tamarac.org

Scope: City wide maintenance of right of ways, medians, roadways and select facilities including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, mulch installation, tree trimming and fertilization.

(Primary contractor - \$949,000 annually)

Date of Contract: January 2000 - present

**BOCA WEST - VILLAGE OF
BRIDGEWOOD MASTER ASSOCIATION**

2400 Bridgewood Drive
Boca Raton, Florida 33434

Contact: Carol Meyer
Property Manager
(561) 483-7133 Fax (561) 483-7134
Email: office@villageofbridgewood.com

Scope: Grounds maintenance of Master Association and six Associations including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, mulch installation, landscape installations and fertilization.
(Primary contractor -)

Date of Contract: February 2002 - present

**BROWARD COUNTY
WATER & WASTEWATER SERVICES**

2555 West Copans Road
Pompano Beach, Florida 33069

Contact: Glen Spencer
Water Management Division
(954) 831-0753 Fax (954) 831-3285
E-mail: gspencer@broward.org

Scope: General maintenance and mowing of countywide canal right of way easements including: trash removal, removal of debris, trees, aquatic and exotic vegetation.
(Primary contractor)

Date of Contract: August 2011 - present

CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025

Contact : Fawwaz Massoom
Landscape Inspector
(954) 883-5126
E-mail: fmassoom@cityofmiramar.fl.us

Scope: General maintenance and mowing of citywide right of way easements, medians, water treatment facilities including lawn mowing, hedge & shrub trimming, chemical control, fertilization, irrigation maintenance, mulch installation, and landscape installation. (Primary contractor)

Date of Contract: December 2011 - present

CITY OF SUNRISE
6466 Northwest 20th Street
Sunrise, Florida 33313

Contact: Bill Ginter
Division Director of Grounds Maintenance
(954) 572-2385 Fax (954) 572-2409
Email: WGinter@cityofsunrise.org

Scope: City wide grounds maintenance of medians, swales, and intersections including: lawn mowing, chemical control, mulch installation, and fertilization.
(Primary contractor)

Date of Contract: October 2008 - September 2012

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

SUBCONTRACTORS

List all Subcontractors to be used on this project if the Proposer is awarded a contract.

CLASSIFICATION
OF WORK

NAME, ADDRESS, PHONE
OF SUBCONTRACTORS

None

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

[Signature]
Prestige Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

PROPOSED MANAGEMENT PLAN

Provide a written description of proposed plan to accomplish work, including structure of provider, organizational chart and auxiliary services offered, crews, personnel and equipment to be dedicated to this project, if the Proposer is awarded the Contract. (Use additional sheets if necessary.)

see attached

PROPOSER'S SIGNATURE:

COMPANY NAME:

[Signature]
Prestige Property Maintenance Inc.

Management

For services provided for the Town of Southwest Ranches – RIGHT OF WAYS, our team of professionals will be involved in all aspects of the project. We will be assigning Damon Peters as the Account Manager. Damon currently manages a list of projects including The City of Miramar, Dragados Inc. (I-75 mowing operation), Lake Park at Forest Ridge HOA, and Chatham Towne HOA. Damon will provide all aspects of project management and will be the direct contact point for the Town. He will also manage our field supervisory team in order to ensure their maintenance crews meet all performance indicators, safety, and quality standards.

Dedicated Personnel and Equipment

Prestige Property Maintenance proposes the following equipment and personnel structure for the Town of Southwest Ranches for listed locations:

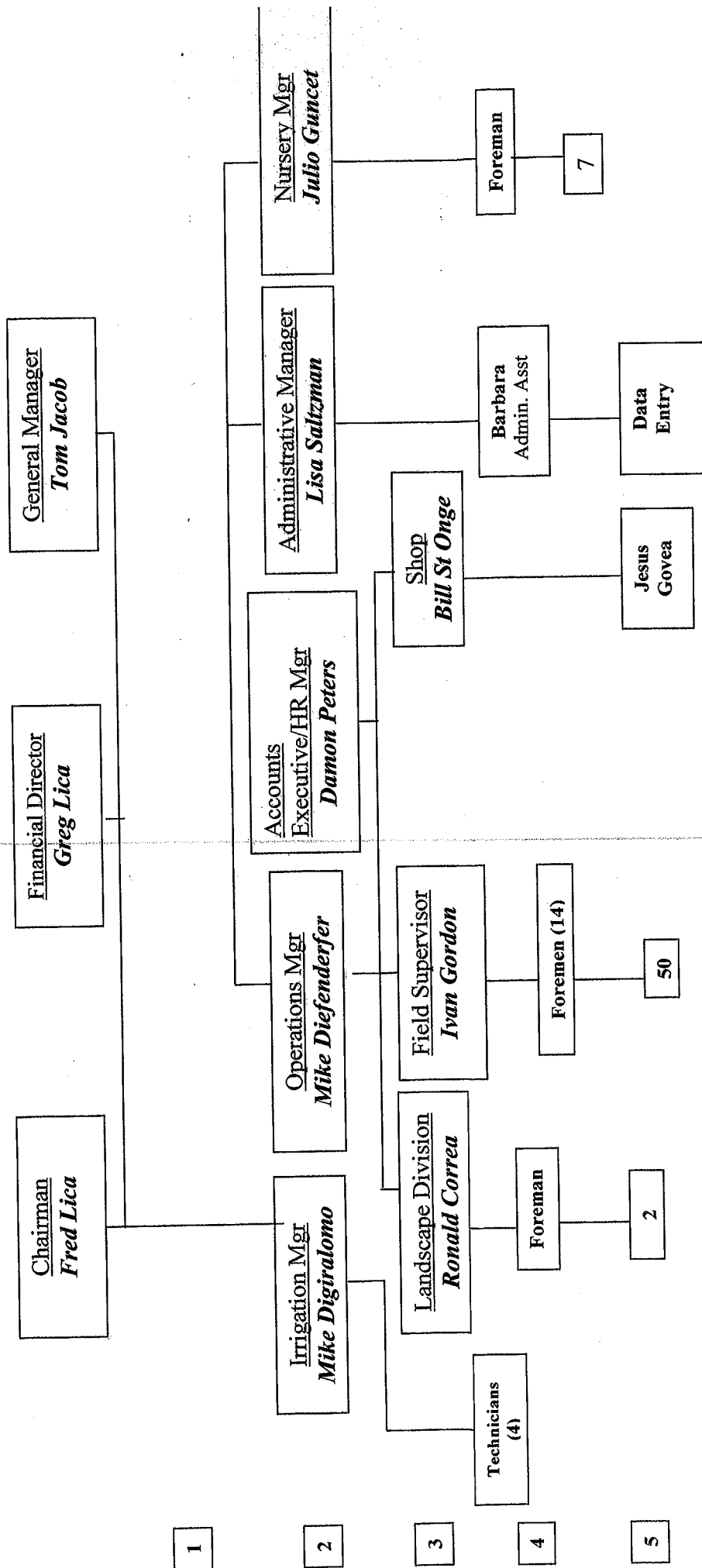
- (A) 2 (four man) mowing crews during summer months and 2 (four man) mowing crews during the winter months, 2-yard capacity pick up truck and 18-foot trailer. The mowing equipment will 61" and 72" ZTR riding mowers, 36" walk behind mowers; 3 line trimmers, 2 edgers, and 12 blowers, along with any incidental equipment such as trash cans, rakes, etc.
- (B) 1 (five man) trimming crew with a 12-yard dump body flat bed truck. The equipment would include hedge trimmers, pole saws, blowers, and any incidental equipment, trash cans, rakes, etc.
- (C) 1 (2 man) chemical/fertilizer crew in a flat bed truck with a 200 gallon water source to provide quality control and the application of herbicide to beds. Additionally, this crew will apply fertilizers throughout the year.
- (D) Powertrac 90" slope/brush mower

Auxiliary Services Offered

The following are the auxiliary services provided by Prestige Property Maintenance:

- Commercial and Multi Family Lawn Maintenance
- Landscaping- Installation, Design, and Maintenance
- Tree Trimming and Removal
- Pest Control (Turf and Plant)
- Wholesale Plant and Tree Nursery
- Backhoe, Skid Loader, and Heavy Equipment Rentals
- Irrigation Repair and Installation
- Fertilization
- Mulch Installation
- Tractor Mowing

Organizational Chart



COMPANY PROFILE

PRESTIGE PROPERTY MAINTENANCE is a full service commercial grounds maintenance company which has served South Florida since 1986. PRESTIGE can handle all of your grounds maintenance needs; including lawn maintenance, irrigation installation, maintenance & repairs, tree trimming & removal, fertilization, weed & pest control, mulch blowing services and landscape design & installation services, including seasonal color, all with plants from our own 25 acre plant & tree farm.

As a mid-sized, family owned and operated company, PRESTIGE, over its twenty five plus years in the grounds maintenance industry, has earned itself a reputation of being able to provide both personalized and professional quality service to its customers. As evidenced by its' broad customer base from condos & homeowners' associations, apartment, office, & industrial complexes, office buildings & shopping centers and municipalities to high profile jobs like the Ft Lauderdale/Hollywood International Airport and secure facilities like the Florida Power & Light's Port Everglades plant and sub - stations, PRESTIGE gets the results you're looking for. PRESTIGE has been able to maintain and increase its revenues over the years by providing quality service that, in turn, promotes customer loyalty and retention, renewed service contracts and referrals. PRESTIGE's focus on customer satisfaction is the primary component of its long term success in an industry that is often plagued with fly-by-night companies.

Key personnel at PRESTIGE include GREG LICA, Controller; FRED LICA, General Manager; TOM JACOB, Accounts Manager; and MIKE DIEFENDERFER, Operations Manager. All of these individuals have been with PRESTIGE since its inception. A brief description of the key personnel's background and experience is set forth below.

GREG LICA holds a bachelor's degree in Accounting and brings to PRESTIGE more than twenty-five years in Accounting and Marketing, in addition to Small Business Management. Greg is also a State licensed Property Manager and Real Estate Broker, so he knows the importance of maintaining your property's curb appeal to maximize its value. At PRESTIGE, Greg's responsibilities include all accounting and marketing functions. His knowledge in the financial and insurance arena has allowed PRESTIGE to remain a viable business in times where other similar businesses have suffered or even failed.

FRED LICA holds a bachelor's degree in Small Business Management and is also a State licensed Irrigation Contractor. Fred is deemed an irrigation expert in South Florida and is known for his trouble shooting skills. Fred is also a certified member of the Florida Nurserymen and Growers Association. At PRESTIGE, Fred is an integral part of our estimating and inspection team, as well as overseeing the Irrigation and Landscaping Divisions.

TOM JACOB is recognized in South Florida as an expert in arboriculture and turf & ornamental pest control and offers customers his expertise in all aspects of the horticulture industry. He is an International Society of Arboriculture - Certified Arborist and licensed as a "Class A" tree trimmer, as well as a certified and licensed Pest Control Operator. At PRESTIGE, Tom is an integral part of our estimating and inspection team. In addition to being responsible for the Lawn Maintenance and Tree Divisions, Tom heads the Employee Job Safety Team. As Accounts Manager, Tom lends to PRESTIGE his ability to effectively and positively communicate with PRESTIGE's customers.

MIKE DIEFENDERFER is a certified member of the Landscape Managers Association. In addition, Mike studies at Broward Community College to enhance his horticultural knowledge and skills. As yet another integral part of our estimating and inspection team, Mike, as Operations Manager, is responsible for personnel scheduling and job supervision. Mike also has a passion for Landscaping, making him an important part of our landscaping design team and making him a valuable consultant to customers.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

PROPOSER DISCLOSURE OF LITIGATION HISTORY

The Proposer's response to this questionnaire will be utilized as part of the Town's overall Proposal Evaluation and Contractor selection.

List all cases where Proposer has been a party to litigation, whether plaintiff or defendant, within the past five (5) years including case name, case number, jurisdiction, whether case has been resolved or is still pending, and a brief description of the nature of the case.

Case Name: _____
Case Number: No Malpractice Cases Brought
Jurisdiction: By or Against Estate
Plaintiff: _____
Defendant: _____
Case Status: Resolved _____ Pending _____
Brief description of nature of case: _____

Case Name: _____
Case Number: _____
Jurisdiction: _____
Plaintiff: _____
Defendant: _____
Case Status: Resolved _____ Pending _____
Brief description of nature of case: _____

Case Name: _____
Case Number: _____
Jurisdiction: _____
Plaintiff: _____
Defendant: _____
Case Status: Resolved _____ Pending _____
Brief description of nature of case: _____

Case Name: _____
Case Number: _____
Jurisdiction: _____
Plaintiff: _____
Defendant: _____
Case Status: Resolved _____ Pending _____
Brief description of nature of case: _____

PROPOSER'S SIGNATURE _____

COMPANY NAME RESTORE PROPERTY MAINTENANCE INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

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) be indicated below and this form returned to:

Juanita Romance, Procurements and Special Projects
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

or

Email: jromance@southwestranches.org

REASONS

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

Explanation: _____

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: _____

ADDENDUM # 3
Town-Wide Right-of-Way Maintenance Services
RFP No. 14-015

Question: Page 17 states Trash receptacles to be maintained daily or weekly. Which one of the two is it? How many trash receptacles are there? Does contractor need to provide the trash liners for each trash receptacle?

Answer: *The areas to be maintained in RFP 14-015 are currently not furnished with trash receptacles. No more than 5 receptacles are planned to be added in the future and the Town will provide the liners. Daily collection and weekly curbside service would be expected.*

Question: In reference to the price sheets, to avoid confusion, should the price sheet state the frequency of service next to the unit price?

Answer: *Please refer to the frequency schedule for each service category, maintenance zone/location.*

Question: What is the current monthly billing of your current vendor?

Answer: *The base monthly amount for Right of Way maintenance on Griffin Road is \$1,975. The base monthly amount for Right of Way maintenance on all other rights of way, combined, is \$2,813.54.*

Question: Is the current scope of work the same as the new RFP?

Answer: *It is the responsibility of the Proposer to thoroughly review the scope of work and all RFP documents. If an interested Proposer wishes to compare the RFP with the current contract, they may do so at their convenience.*

Juanita Romance
Procurement and Special Projects Coordinator
November 7, 2014



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
Public Works
13400 Griffin Road
Southwest Ranches, Florida 33330

January 22, 2015

via e-mail: dlauretano@southwestranches.org

ATTN: December Lauretano-Haines

RE: GRIFFIN ROAD: Clean Up and Landscape Improvements

As per our drive through in the TOWN OF SOUTHWEST RANCHES, I am submitting the following proposal for your consideration:

GRIFFIN ROAD - EAST & WEST

Clean up and cut back of shrubs to bring back to maintainable conditions - per our drive through (service performed with the first bed trimming cycle) :

Landscape, chemical, and bed crews:

- Remove and dispose of dead plant material
- Remove and dispose of declining flax and ilex
- Remove weeds from beds; develop beds
- Allow clearance of hardwood tree in firebush shrubs buffering south side properties
- Hard cut back of shrubs in medians and south buffer
- Clear curbs of shrub overgrowth.
- Clear vegetation encroaching on walking path
- Brush Blade overgrowth encroaching private property east and west of 188th Avenue

Total for Above Crews

\$ 18,000.00

Tree Crew:

Clean up, tree and plant removal per our drive through:

- Remove and dispose of dead trees and palms
- Remove and dispose of exotic trees and plants
- Remove 6 washintonia volunteer palms
- Lift hardwood trees and palms up to 8 ft.
- Cut back firebush to 5 ft on south buffer along Southwest Meadows park
- Apply herbicide to develop beds and treat crack weeds (2 applications)
- Treat brazilian pepper stumps as necessary.

Total for Tree Crew

\$ 3,800.00

TOTAL FOR THIS PROPOSAL

\$ 21,800.00

* 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: Jeff Nelson, Mayor (Print name)

SIGNATURE / TITLE: [Signature]

DATE: February 12, 2015

PRESTIGE PROPERTY MAINTENANCE, INC.

Sincerely,

[Signature]

Tom Jacob
Director of Operations

TJ/lb



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 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
FROM: December Lauretano-Haines, Parks Recreation Open Space Manager
DATE: 11/9/2017
SUBJECT: First modification - Prestige Parks

Recommendation

Council approval is requested to approve the first modification extending the Agreement with Prestige Property Maintenance Services for Town-Wide Parks and Property Maintenance.

Strategic Priorities

D. Improved Infrastructure

Background

The Town's current contract for maintenance of Parks and Property will expire on February 12, 2018. Town-wide maintenance has been satisfactory and the vendor has provided a high level of service. The Agreement allows one two (2) year extension.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2018 approved Budget – General Fund account #001-3600-572-46040 (Grounds Maintenance).

Staff Contact:

December Lauretano-Haines, Parks Recreation and Open Space Manager

ATTACHMENTS:

Description

Parks Maintenance Reso - TA Approved

Upload Date

11/3/2017

Type

Resolution

RESOLUTION NO. 2018-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND PRESTIGE PROPERTY MAINTENANCE, INC. FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL TWO (2) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in September 2014, the Town published a Request for Proposals No. 14-013 seeking Town-Wide Parks and Property Maintenance Services; and

WHEREAS, the Town's Selection Committee ("SC") ranked Prestige Property Maintenance, Inc. ("Prestige") the most responsive and responsible vendor; and

WHEREAS, on February 12, 2015, pursuant to Resolution 2015-025, the Town entered into an agreement with Prestige Property Maintenance, Inc. (the "Agreement"); and

WHEREAS, the initial three (3) year term of the Agreement will expire on February 12, 2018; and

WHEREAS, Section 24 of Exhibit "A-1" to the Agreement provides for an extension of one additional two (2) year term, at the sole discretion of the Town; and

WHEREAS, the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with Prestige Property Maintenance, Inc. for two years, specifically through February 12, 2020.

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

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

Section 2. Approval. The Town Council hereby approves the First Modification to the Agreement between the Town of Southwest Ranches and Prestige Property Maintenance, Inc. for Town-Wide Parks and Property Maintenance Services for one additional (2) year term, specifically through February 12, 2020.

Section 3. Authorization. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the First 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. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 9th day of November , 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 Poliakoff, Town Attorney

114514261.1

EXHIBIT A

**FIRST MODIFICATION TO THE AGREEMENT BY AND BETWEEN
THE TOWN OF SOUTHWEST RANCHES FLORIDA AND PRESTIGE
PROPERTY MAINTENANCE, INC FOR TOWN-WIDE PARK AND PROPERTY
MAINTENANCE SERVICES**

THIS **FIRST MODIFICATION** is made and entered into the 9th day of November, 2017 by and between the Town of Southwest Ranches, Florida municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "Town") and Prestige Property Maintenance, Inc. for Town-wide Park and Property Maintenance Services, (hereinafter referred as "Contractor").

WITNESSETH:

WHEREAS, in September 2014, the Town published a Request for Proposals No. 14-013 seeking Town-Wide Park and Property Maintenance Services; and

WHEREAS, the Town's Selection Committee ("SC") ranked Prestige Property Maintenance, Inc. ("Prestige") the most responsive and responsible vendor; and

WHEREAS, on February 12, 2015, pursuant to Resolution 2015-025, the Town entered into an agreement with Prestige Property Maintenance, Inc. (the "Agreement"); and

WHEREAS, the initial three (3) year term of the Agreement will expire on February 12, 2018; and

WHEREAS, Section 24 of Exhibit "A-1" to the Agreement provides for an extension of one additional two (2) year term, at the sole discretion of the Town; and

WHEREAS, the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with Prestige Property Maintenance, Inc. for two years, specifically through February 12, 2020.

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. Exhibit "A-1," Section 24 "Contract Term/Extensions," shall be deleted in its entirety and replaced as follows:
24. CONTRACT TERM: The term of this Agreement shall be from February 12, 2018 through February 12, 2020.
3. All other Sections remained unchanged shall remain in full force and effect.

IN WITNESS WHEREOF, this First Modification to the Agreement is accepted and executed as of this 9th day of November, 2017.

WITNESSES:

CONTRACTOR:

Prestige Property Maintenance, Inc.

By: _____

Greg Lica, Controller

TOWN OF SOUTHWEST RANCHES

By: _____

Andrew Berns, Town Administrator

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney

114514261.1



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 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: December Lauretano-Haines, Parks Recreation and Open Space Manager
DATE: 11/9/2017
SUBJECT: First modification - Prestige Irrigation

Recommendation

Council approval is requested to approve the first modification extending the Agreement with Prestige Property Maintenance Services for Town-Wide Irrigation Maintenance.

Strategic Priorities

D. Improved Infrastructure

Background

The Town's current contract for maintenance of Irrigation will expire on February 12, 2018. Town-wide maintenance has been satisfactory and the vendor has provided a high level of service. The Agreement allows one two (2) year extension.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2018 approved Budget – General Fund account #001-3600-572-46040 (Grounds Maintenance) and Municipal Transportation Fund account #101-5100-541-53110 (Road Materials-Griffin Road Maintenance).

Staff Contact:

December Lauretano-Haines, Parks Recreation and Open Space Manager

ATTACHMENTS:

Description

Prestige Irrigation Reso - TA Approved

Upload Date

11/3/2017

Type

Resolution

RESOLUTION NO. 2018-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND PRESTIGE PROPERTY MAINTENANCE, INC. FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES; APPROVING AN ADDITIONAL TWO (2) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in September 2014, the Town published a Request for Proposals No. 14-012 seeking Town-Wide Irrigation Maintenance Services; and

WHEREAS, the Town's Selection Committee ("SC") ranked Prestige Property Maintenance, Inc. ("Prestige") the most responsive and responsible vendor; and

WHEREAS, on February 12, 2015, pursuant to Resolution 2015-026, the Town entered into an agreement with Prestige Property Maintenance, Inc. (the "Agreement"); and

WHEREAS, the initial three (3) year term of the Agreement will expire on February 12, 2018; and

WHEREAS, Section 24 of Exhibit "A-1" to the Agreement provides for an extension of one additional two (2) year term, at the sole discretion of the Town; and

WHEREAS, the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with Prestige Property Maintenance, Inc. for two years, specifically through February 12, 2020.

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

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

Section 2. Approval. The Town Council hereby approves the First Modification to the Agreement between the Town of Southwest Ranches and Prestige Property Maintenance, Inc. for Town-Wide Irrigation Maintenance Services for one additional (2) year term, specifically through February 12, 2020.

Section 3. Authorization. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the First 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. Effective Date. This Resolution shall become effective immediately upon adoption.

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

Ranches, Florida, this 9th day of November, 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 Poliakoff, Town Attorney

114514253.1

EXHIBIT A

FIRST MODIFICATION TO THE AGREEMENT BY AND BETWEEN THE TOWN OF SOUTHWEST RANCHES FLORIDA AND PRESTIGE PROPERTY MAINTENANCE, INC FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

THIS **FIRST MODIFICATION** is made and entered into the 9th day of November, 2017 by and between the Town of Southwest Ranches, Florida municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "Town") and Prestige Property Maintenance, Inc. for Town-wide Irrigation Maintenance Services, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, in September 2014, the Town published a Request for Proposals No. 14-013 seeking Town-Wide Irrigation Maintenance Services; and

WHEREAS, the Town's Selection Committee ("SC") ranked Prestige Property Maintenance, Inc. ("Prestige") the most responsive and responsible vendor; and

WHEREAS, on February 12, 2015, pursuant to Resolution 2015-025, the Town entered into an agreement with Prestige Property Maintenance, Inc. (the "Agreement"); and

WHEREAS, the initial three (3) year term of the Agreement will expire on February 12, 2018; and

WHEREAS, Section 24 of Exhibit "A-1" to the Agreement provides for an extension of one additional two (2) year term, at the sole discretion of the Town; and

WHEREAS, the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with Prestige Property Maintenance, Inc. for two years, specifically through February 12, 2020.

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. Exhibit "A-1," Section 24 "Contract Term/Extensions," shall be deleted in its entirety and replaced as follows:

24. CONTRACT TERM: The term of this Agreement shall be from February 12, 2018 through February 12, 2020.

3. All other Sections remained unchanged shall remain in full force and effect.

IN WITNESS WHEREOF, this First Modification to the Agreement is accepted and executed as of this 9th day of November, 2017.

WITNESSES:

CONTRACTOR:
Prestige Property Maintenance, Inc.

By: _____
Greg Lica, Controller

TOWN OF SOUTHWEST RANCHES

By: _____
Andrew Berns, Town Administrator

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney

114514253.1



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 Manager
DATE: 11/9/2017
SUBJECT: First modification - Reliance Facilities

Recommendation

Council approval is requested to approve the first modification extending the Agreement with Reliance Contractors for Town-Wide Facilities Maintenance.

Strategic Priorities

D. Improved Infrastructure

Background

The Town's current contract for maintenance of Facilities will expire on February 12, 2018. Town-wide maintenance has been satisfactory and the vendor has provided a high level of service. The Agreement allows one two (2) year extension.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2018 approved Budget – General Fund account #001-3600-572-46040 (Grounds Maintenance).

Staff Contact:

December Lauretano-Haines, Parks Recreation and Open Space Manager

ATTACHMENTS:**Description**

Reliance Facilities Reso - TA Approved

First modification - Reliance Facilities

Upload Date

11/3/2017

10/12/2017

Type

Resolution

Backup Material

RESOLUTION NO. 2018-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND RELIANCE CONTRACTORS FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES; APPROVING AN ADDITIONAL TWO (2) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in September 2014, the Town published a Request for Proposals No. 14-014 seeking Town-Wide Facilities Maintenance Services; and

WHEREAS, the Town's Selection Committee ("SC") ranked Reliance Contractors ("Reliance") as the most responsive and responsible vendor; and

WHEREAS, on February 12, 2015, pursuant to Resolution 2015-027, the Town entered into an agreement with Reliance Contractors (the "Agreement"); and

WHEREAS, the initial three (3) year term of the Agreement will expire on February 12, 2018; and

WHEREAS, Section 24 of Exhibit "A-1" to the Agreement provides for an extension of one additional two (2) year term, at the sole discretion of the Town; and

WHEREAS, the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with Reliance Contractors for two years, specifically through February 12, 2020.

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

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

Section 2. Approval. The Town Council hereby approves the First Modification to the Agreement between the Town of Southwest Ranches and Reliance Contractors for Town-Wide Facilities Maintenance Services for one additional (2) year term, specifically through February 12, 2020.

Section 3. Authorization. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the First 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. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 9th day of November , 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 Poliakoff, Town Attorney
#114514242

EXHIBIT A

**FIRST MODIFICATION TO THE AGREEMENT BY AND BETWEEN
THE TOWN OF SOUTHWEST RANCHES FLORIDA AND RELIANCE
CONTRACTORS FOR TOWN-WIDE FACILITIES
MAINTENANCE SERVICES**

THIS **FIRST MODIFICATION** is made and entered into the 9th day of November, 2017 by and between the Town of Southwest Ranches, Florida municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "Town") and Reliance Contractors for Town-wide Facilities Maintenance Services, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, in September 2014, the Town published a Request for Proposals No. 14-014 seeking Town-Wide Facilities Maintenance Services; and

WHEREAS, the Town's Selection Committee ("SC") ranked Reliance Contractors ("Reliance") the most responsive and responsible vendor; and

WHEREAS, on February 12, 2015, pursuant to Resolution 2015-022, the Town entered into an agreement with Reliance Contractors (the "Agreement"); and

WHEREAS, the initial three (3) year term of the Agreement will expire on February 12, 2018; and

WHEREAS, Section 24 of Exhibit "A-1" to the Agreement provides for an extension of one additional two (2) year term, at the sole discretion of the Town; and

WHEREAS, the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with Reliance Contractors for two years, specifically through February 12, 2020.

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. Exhibit "A-1," Section 24 "Contract Term/Extensions," shall be deleted in its entirety and replaced as follows:
24. CONTRACT TERM: The term of this Agreement shall be from February 12, 2018 through February 12, 2020.
3. All other Sections remained unchanged shall remain in full force and effect.

IN WITNESS WHEREOF, this First Modification to the Agreement is accepted and executed as of this 9th day of November, 2017.

WITNESSES:

CONTRACTOR:

Reliance Contractors

By: _____

Joshua Becker, President

TOWN OF SOUTHWEST RANCHES

By: _____

Andrew Berns, Town Administrator

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney
#114514242

RESOLUTION NO. 2015-027

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION COMMITTEE'S DECISION TO RECOMMEND RELIANCE CONTRACTORS AS A QUALIFIED PROPOSER FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES TO THE TOWN; APPROVING AN AGREEMENT WITH RELIANCE CONTRACTORS TO PROVIDE TOWN-WIDE FACILITIES MAINTENANCE SERVICES TO THE TOWN IN AN AMOUNT NOT TO EXCEED \$67,536 (SIXTY SVEN THOUSAND, FIVE HUNDRED THIRTY SIX DOLLARS PER FISCAL YEAR; APPROVING AN EXPENSE NOT TO EXCEED \$39,396 (THIRTY NINE THOUSAND, THREE HUNDRED NINETY SIX DOLLARS) FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES, WHICH IS THE PRORATED AMOUNT FOR THE REMAINDER OF FY 2014-2015; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, In September, 2014, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 14-014 seeking Town-Wide Facilities Maintenance Services; and

WHEREAS, the Town had a mandatory pre-proposal conference on October 23, 2014 at 1:30 P.M.; and

WHEREAS, on November 20, 2014, the Town opened the sole response that it received from Reliance Contractors (the "Proposer"); and

WHEREAS, on December 11, 2014, at an advertised public meeting, the Town's Selection Committee ("SC") reviewed the proposal, and decided to meet with the Proposer for questions and answers at the next scheduled SC meeting; and

WHEREAS, on January 6, 2015, at an advertised public meeting, the Town's Selection Committee ("SC") met with the Proposer and recommend Reliance Contractors as a qualified proposer; and

WHEREAS, the Town Council hereby accepts the recommendation of the SC and authorizes the Town Administrator to enter into an agreement with Reliance Contractors; and

WHEREAS, the project is unfunded in the current fiscal year 2014-2015, and the Town desires to provide funds for this project from its General Fund; and

WHEREAS, Reliance and the Town desire to enter into an Agreement for the provision of Town-Wide Facilities Maintenance Services by Reliance 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. After reviewing all the information provided, the Town Council hereby accepts the recommendation of the SC that Reliance Contractors is a qualified proposer for Town-Wide Facilities Maintenance Services.

Section 3. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Reliance Contractors in substantially the same form as that attached hereto as Exhibit "A", for Town-Wide Facilities Maintenance Services.

Section 4. In accordance with the Town Charter and the budget adopted in Ordinance No. 2014-006, the FY 2014-2015 budget is hereby amended by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$39,396 and increasing the General Fund: PROS Department – Ground Maintenance – Parks expense account 001-3600-572-46040 in the amount of \$39,396.

Section 5. The Town Council and authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with Reliance 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 6. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

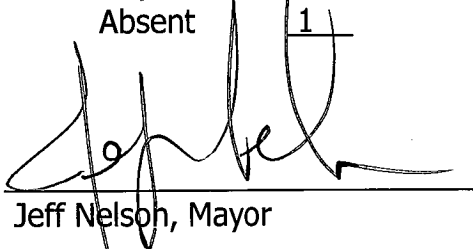
PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 12th day of February, 2015, on a motion by Council Member

Breitkreuz and seconded by Council Member McKay.

Nelson	<u>Absent</u>
Fisikelli	<u>Yes</u>
Breitkreuz	<u>Yes</u>
Jablonski	<u>Yes</u>
McKay	<u>Yes</u>

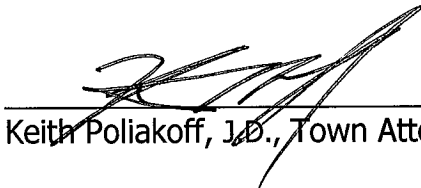
Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>1</u>


Jeff Nelson, Mayor

ATTEST:


Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, J.D., Town Attorney

112237472.1

AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
RELIANCE CONTRACTORS, INC.
FOR
TOWN-WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14- 014

TOWN – WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

THIS IS AN AGREEMENT (“Agreement”) made and entered into on this 12th day of February 2015 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “TOWN”) and **Reliance Contractors, Inc.** (hereinafter referred to as “Contractor”).

WHEREAS, the TOWN desires to select a contractor for the purpose of **Town-Wide Facilities Maintenance Services (“Project”)**; and

WHEREAS, the TOWN advertised a Request for Proposals, RFP No. 14-014 on September 17, 2014 (“RFP”); and

WHEREAS, one (1) proposal was received by the TOWN on November 20, 2014; and

WHEREAS, the TOWN has adopted Resolution No. 2015-027 at a public meeting of the Town Council approving the recommended award and has selected Reliance Contractors, Inc. for award of the Project; and

WHEREAS, the proposal submitted to the Town by Contractor is attached to this Agreement as Exhibit “A-1” and made a part hereof.

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

1. CONTRACT DOCUMENTS/SCOPE OF WORK: The Contract Documents consist of the following documents: Request for Proposals #14-014 (attached herein as Composite Exhibit “B,” hereinafter interchangeably referred to as the “Scope of Services,” “Services,” or “Work” unless otherwise specified), which is incorporated herein by reference and shall be completely integrated and construed as being a specific part of this Agreement, Contractor’s Proposal (Exhibit “A-1”), this Agreement and any written modifications hereto. In the case of a conflict in the Contract Documents, those requiring the more stringent performance by Contractor shall govern. The Contractor shall provide Town-wide Facilities Maintenance Services for the term of this Agreement, and any approved extensions thereto (as set forth in Section 24 of the Proposal Documents). The Work includes but is not limited to the following: furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described and detailed in, or reasonably inferable from, the Contract Documents. Refer also to SCOPE OF SERVICES / SPECIFICATIONS, Sections A-R of the Proposal Documents. All Work rendered pursuant to this Agreement by Contractor shall be performed in strict 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, Best Management 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.

2. LICENSING/PERMITS: Contractor represents that it will maintain at times during the progress of any Work and any warranty period, all licenses, certificates of competency or other documents required by the Scope of Services evidencing compliance with licensure requirements necessary to practice his profession as required by Florida law, Broward County, and the Town’s Code.

3. INSURANCE: Contractor shall procure and maintain at all times during the performance of this Agreement, including any approved extensions thereof, all insurance coverages required by, and in the manner specified in, Section 9 of the RFP.

4. INDEMNIFICATION: Contractor's indemnification obligations are set forth in Section 16 of the RFP. Contractor further agrees that in claims against any person indemnified hereunder by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations hereunder shall not be limited by a limitation on amount or type or amount of damages, compensation or benefits payable under worker's compensation acts, disability benefits acts, or other employee benefits acts. The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligent or intentional act or omission of Contractor or any one of its employees, contractors or agents.

5. CHANGES TO SCOPE OF WORK: The Town shall not accept any change orders from the Contractor for the Project unless approved in writing by the Town. By executing this Agreement, Contractor specifically acknowledges that Contractor has performed its due diligence and will perform the Work for the prices stated in Contractor's Proposal attached hereto, for the term of this Agreement, and any approved extensions thereof.

6. COMPENSATION & METHOD OF PAYMENT

- .1 The amount of compensation payable by the TOWN to Contractor shall be based upon the rates and schedules (interchangeably referred to as the "Contract Price" or "Agreement Sum") as set forth in Composite Exhibit "B" which amount shall be accepted by Contractor as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by Contractor that these amounts are the maximum payable and constitute a limitation upon TOWN'S obligation to compensate Contractor for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- .2 The initial rates and schedules have been adopted by the TOWN Council as part of the Resolution enacting this Agreement. The TOWN Council, at its own discretion, may increase the rate by subsequent Resolution.
- .3 TOWN shall pay Contractor in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Administrator, for failure of Contractor to comply with a term, condition or requirement of this Agreement.
- .4 TOWN shall not be liable for any cost increases or escalation associated with labor, materials, including but not limited to petroleum, that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined herein as the Agreement Sum, 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 Agreement Sum 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.
- .5 TOWN and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Contractor to TOWN, and (b) verification by TOWN that the Work has been

TOWN – WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

performed in accordance with this Agreement. Upon verification by TOWN that the invoiced Work has been performed in accordance with this Agreement, TOWN shall have thirty (30) days thereafter to pay said invoice.

- .6 Notwithstanding any provision of this Agreement to the contrary, the Town Administrator may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Contractor which has not been remedied or resolved in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by TOWN.
- .7 TOWN reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the contract.
- .8 In case of default by Contractor, TOWN may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned or incurred thereby.

7. ASSIGNMENT: Refer to Section 19 of the RFP. No assignment of this Agreement or of the Work hereunder by Contractor shall be valid without the express written consent of the Town Administrator, which may be given or withheld, in TOWN'S sole discretion. All Work to be performed pursuant to this Agreement shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator.

8. WARRANTIES: Contractor warrants to the Town that all materials, supplies, equipment and Work under this Agreement will be of good quality, free from faults and defects and in conformance with the Contract Documents.

9. CONTRACTOR'S RESPONSIBILITY FOR SAFETY AND TO PROTECT WORK: 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. Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for through the issuance of a change order to this Agreement.

10. DEFECTIVE WORK: Refer to Section 22 of the RFP.

11. DEFAULT/TERMINATION FOR CAUSE: Refer to Section 22 of the RFP.

- 11.1. In addition, the occurrence of any one or more of the following events will justify Town's termination of Contractor for cause:
- .1 Contractor's performance of defective work or persistent failure to perform the Work in strict accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
 - .2 Contractor's disregard of Laws or Regulations of any public body having jurisdiction state or federal laws;
 - .3 Violation of Town's policies and procedures, including Contractor's disregard of the authority of the Town, including the Contract Manager;
 - .4 Contractor's violation of any provisions of the Contract Documents;
 - .5 Contractor's Abandonment of the Work;
 - .6 Contractor's insolvency, bankruptcy, or assignment for the benefit of creditors.
- 11.2. If one or more of the events identified in paragraph 12.1 occur, Town may, after giving Contractor thirty (30) days written notice, terminate the services of Contractor.
- 11.3. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.
- 11.4. If, after notice of termination of Contractor's right to proceed, it is found that Contractor was not in default or that sufficient grounds for termination for cause did not exist, the termination shall be deemed automatically converted to one for convenience, and the rights and obligations of the Town and Contractor shall be the same as if the notice of termination were issued pursuant to Section 13 below.

12. TERMINATION FOR CONVENIENCE: Refer to Section 22.2 of the RFP.

- 12.1. The Agreement may be terminated for convenience in writing by the Town, without cause and without prejudice to any other right or remedy of Town, upon thirty (30) days written notice to Contractor of its intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid (without duplication of any items) for:
- .1 Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work, provided however, that Contractor must first provide Town with sufficient back-up documentation for such Work;

- .2 Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents, plus fair and reasonable sums for overhead and profit on such expenses;

- 12.2 Under no circumstances shall payment include, or Town be liable for, lost or anticipated profit for Work or services not performed, nor for indirect, special or consequential damages of any kind.

13. INTERPRETATION:

13.1. Entire Agreement. This Agreement, including the Contract Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof. No other agreements, oral or written, pertaining to the Work to be performed under this Agreement exist between the parties. This Agreement may be modified only by a written change order signed by both parties.

13.2. Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the State of Florida.

14. ATTORNEYS' FEES AND COSTS: If any party to this Agreement brings a cause of action against the other party arising from or relating to this Agreement the prevailing party in such proceeding shall be entitled to recover reasonable attorney's fees, experts fees, and court costs (at both the trial and appellate levels).

15. CONTRACTOR'S PERFORMANCE:

- 15.1 Contractor shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Administrator, which shall be in his sole and absolute discretion. If subcontractors are to be used during the term of this Agreement, a list of such subcontractors shall be provided to the Town Administrator, subject to his approval.
- 15.2 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 legally employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to TOWN any and all documentation, certifications, authorizations, licenses, permits, or registrations 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. Contractor represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.
- 15.3 Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

16. DISPUTE RESOLUTION: Refer to Section 11 of the RFP.

- 16.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the Town Administrator or his designee shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of 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 Contract Documents and such decisions of all claims, questions, difficulties and disputes shall be final and binding, subject to judicial resolution.
- 16.2 During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.
- 16.3 In the event the determination of a dispute under this Section 17 is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Contractor and Town hereby waive any rights to a trial by jury.

17. AUDIT OF PROJECT 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 the later of three (3) years after termination or expiration 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 the three (3) year period, whichever is later, 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.

18. DIFFERING SITE CONDITIONS: In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the aforesaid conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination in accordance with the provisions of Section 17 above. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

19. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES:

19.1. Town does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility prior to commencement of any Work to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Work. No additional payment will be made to the Contractor because of discrepancies in actual and planned location of utilities, and additional costs suffered as a result thereof.

19.2. The Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

19.3. The Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.

19.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The Town reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor

are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

19.5. The foregoing provisions of this Section 20 relating to costs and/or delays incurred by Contractor due to underground structures and utilities are subject to Section 19 above; provided however, that under no circumstances shall Contractor be entitled to an equitable adjustment in compensation where Contractor knew or could have discovered through the exercise of due diligence, the existence and/or location of such underground structures and utilities.

20. NOTIFICATION OF CLAIM FOR CHANGE OF CONTRACT PRICE OR DAMAGES:

Any claim for a change in compensation or for damages shall be made by written notice by Contractor to the Contract Manager within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Contractor of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Manager (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Manager and Contractor cannot resolve a claim as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Manager, then Contractor shall submit the claim to Town Administrator within ten (10) calendar days from the date of impasse in accordance with Section 19 above. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

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TOWN – WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

21. NOTICES: Whenever either party desires to give notice to 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 the 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, J.D.
Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1700
Fort Lauderdale, Florida 33301

If to Contractor:

Joshua Becker
Reliance Contractors, Inc.
199 E. Flagler Street
Suite 155
Miami, Florida 33131

22. GOVERNING LAW AND VENUE: Refer to Section 21 of the RFP.

23. SEVERABILITY: Refer to Section 25 of the RFP.

24. 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 the Florida Statutes, as now worded or as may hereafter be amended, and all Florida case law interpreting same.

25. 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. In the event the funds to finance the Work under this Agreement become unavailable, 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 paragraph, 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 shall automatically be deemed converted to a termination for convenience and Contractor shall be paid solely in accordance with Section 13 above.

26. PUBLIC RECORDS: The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate cancellation and/or termination of this Agreement by Town. 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 proposal process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

27. 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 a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following 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.

28. 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 or remedies 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 or in equity.

29. 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.

30. 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.

31. CHAPTER 558, FLORIDA STATUTES, NOT APPLICABLE. The parties understand and agree that Chapter 558, Florida Statutes, does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558, Florida Statutes.

32. MISCELLANEOUS:

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. 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.
- C. 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 paragraph C of Section 33.

- D. 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 Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. 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 or continuing waiver of the terms of this Agreement.

- F. 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 over the other.
- G. Drug-Free Workplace.** Contractor agrees that it shall maintain a drug-free workplace as set forth in the RFP.
- H. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- I. 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.
- J. 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 FOLLOWING PAGE]

TOWN – WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Reliance Contractors, Inc. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 12th day of February 2015.

WITNESSES:

Susan Kutz
Susan Kutz
Suanita Romance
Suanita Romance

CONTRACTOR:

By: [Signature]
Joshua Becker, President

29 day of January 2015

TOWN OF SOUTHWEST RANCHES

By: [Signature]
Jeff Nelson, Mayor

12th day of February 2015

By: [Signature]
Andrew D. Berns, Town Administrator

12th day of February 2015

ATTEST:

[Signature]
Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith M. Poliakoff, Town Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/15

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 Accurate 8300 West Flagler Suite 114 Miami, FL 33144 Phone (305)226-8727 Fax (305)226-8767	CONTACT NAME: Lucia Estrella	
	PHONE (A/C, No, Ext): (305)226-8727	FAX (A/C, No): (305)226-8767
INSURED Reliance Contractors Inc. 199 E Flagler St. #155 Miami, FL 33131-	E-MAIL ADDRESS: luciaestrella@bellsouth.net	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ascendant Commercial Insurance Co.	
	INSURER B: Ascendant Commercial Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			GL-548569-0	10/06/2014	10/06/2015	EACH OCCURRENCE	\$ 1,000,000.00	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000.00	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000.00	
	<input type="checkbox"/>						PERSONAL & ADV INJURY	\$ 1,000,000.00	
	<input type="checkbox"/>						GENERAL AGGREGATE	\$ 1,000,000.00	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 1,000,000.00	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident)	\$					
<input type="checkbox"/>	<input type="checkbox"/>			\$					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC-66589-0	01/12/2015	01/12/2016	E.L. EACH ACCIDENT	\$ 100,000.00	
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000.00	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000.00	

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

CERTIFICATE HOLDER**CANCELLATION**

TOWN OF SOUTHWEST RANCHES
13400 Griffin Road
Southwest Ranches, FL 33330

Attention: Andrew D. Berns Town Administrator

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

Lucia Estrella

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The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/15

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 Accurate 8300 West Flagler Suite 114 Miami, FL 33144 Phone (305)226-8727 Fax (305)226-8767	CONTACT NAME: Lucia Estrella		
	PHONE (A/C, No, Ext): (305)226-8727	FAX (A/C, No): (305)226-8767	
	E-MAIL ADDRESS: luciaestrella@bellsouth.net		
INSURED Reliance Contractors Inc. 199 E Flagler St. #155 Miami, FL 33131-	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ascendant Commercial Insurance Co.		
	INSURER B: Ascendant Commerical Insurance Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL-548569-0	10/06/2014	10/06/2015	EACH OCCURRENCE \$ 1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00
							MED EXP (Any one person) \$ 5,000.00
							PERSONAL & ADV INJURY \$ 1,000,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION\$						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC-66589-0	01/12/2015	01/12/2016	PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B							<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 100,000.00
							E.L. DISEASE - EA EMPLOYEE \$ 100,000.00
							E.L. DISEASE - POLICY LIMIT \$ 500,000.00

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

CERTIFICATE HOLDER

BROWARD COUNTY BOARD OF COUNTY COMMISSIONER
115 S Andrews Avenue
Fort Lauderdale, FL

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lucia Estrella

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The ACORD name and logo are registered marks of ACORD



199 E. Flagler St. #155
Miami, FL 33131

Joshua Becker
(305) 575-9149
jbecker@reliancecontractors.com

Town of Southwest Ranches

RFP No. 14-014
Town Wide Facilities Maintenance Services

November 20, 2014

ADDENDUM #2
Town-Wide Facilities Maintenance Services
RFP No. 14-014

Note: The following page replaces Page 27 of RFP 14-014. Proposers, please submit proposal prices on this sheet.

Revised Ver. 1/9/2015

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):

PARKS AND OTHER FACILITIES MAINTENANCE

Service Category	Location / Zone #	Location Name	Unit (Weekly = 52 Monthly = 12)	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	33	Trailside Park – 4 acres	Per month	\$128.00	\$1,536.00
D	34	Sunshine Ranches Equestrian Park – 20 acres	Per month	\$1472.00	\$17,664
D	35	Calusa Corners Park – 12 acres	Per month	\$650.00	\$7,800.00
D	36. a.	Southwest Meadows Sanctuary Park – 24.5 acres	Per month	\$128.00	\$1,536.00
D	36. b.	Southwest Meadows Sanctuary Park Landscape bed Maintenance – 1 acre	Not included at this time (Price will be requested if location/zone added to contract)		
D	37. a.	Rolling Oaks Park – 44.5 acres	Per month	\$1840.00	\$22,080.00
D	37. b.	Rolling Oaks Park Butterfly Garden Maintenance – 1 acre	Per month	\$368.00	\$4,416.00
D	38	Frontier Trails Park – 30 acres	Per month	\$128.00	\$1,536.00
D	39	Town Hall – <2 acres	Not included at this time (Price will be requested if location/zone added to contract)		
D	40	Public Safety Facility – <1 acre	Not included at this time (Price will be requested if location/zone added to contract)		
D	41	Stirling Rd. at SW 185 th Way "pocket park" – 1.6 acres	Per month	\$128.00	\$1,536.00
D	42	Country Estates Park – 16 acres	Per month	\$736.00	\$8,832.00
D	43	Broadwing Building – 1.7 acres	Per month	\$50.00	\$600.00

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

¹ As applicable, based on Maintenance needed for amenities on site

² Probable future addition to Contract.

³ Possible future addition to Contract.

⁴ Potential for future addition to contract.

**GRAND TOTAL – MAINTENANCE PROPOSAL ANNUAL PRICE
(BASE PROPOSAL):**

\$67,536.00


PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES):			
PARKS AND OTHER FACILITIES MAINTENANCE			
Item #	Maintenance Service Category	Unit (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	Unit Price
General Town Property Maintenance			
	Security	<i>per Hour</i>	\$ <i>16.00</i>
Q/ 1. iv.	Security	<i>per Hour</i>	\$ <i>16.00</i>
Interior Maintenance			
Q/ 2. i. 12.	Floor maintenance: stripping, polishing, waxing, and/or refurbishing	<i>per sqft.</i>	\$ <i>0.16</i>
Q/ 2. i. 13.	Ceiling maintenance and tile replacement,	Per Proposal	
Q/ 2. i. 14.	Drywall repairs	Per Proposal	
Q/ 2. i. 15.	Unclog Drains	Per Proposal	
Exterior Maintenance			
Q/ 2. ii. 6.	EQ Rings/Trails Maint.	<i>per Hour</i>	\$ <i>16.00</i>
Q/ 2. ii. 7.	Pressure Cleaning of Site Structures and Furnishings	<i>per Hour.</i>	\$ <i>50.00</i>
Q/ 2. ii. 8.	Shade Structures	<i>per Hour</i>	\$ <i>16.00</i>
Q/ 2. ii. 9.	Cement, Brick Paver Cleaning & Sealing	Per Proposal	
Q/ 2. ii. 10.	Screen and Fenced Enclosure Cleaning	Per Proposal	
Q/ 2. ii. 11.	Parking Lot Striping and Bumper Painting	Per Proposal	
Q/ 2. ii. 12.	Emergency Board Up	Per Proposal	
Q/ 2. ii. 13.	Large Debris Haul Away	Per Proposal	
Q/ 2. ii. 14.	Window Replacement	Per Proposal	

PROPOSER'S SIGNATURE: 

COMPANY NAME: Reliance Contractors Inc.

[INTENTIONALLY LEFT BLANK]

ADDENDUM #2
Town-Wide Facilities Maintenance Services
RFP No. 14-014

Note: The following page replaces Page 29 of RFP 14-014. Proposers, please submit proposal prices on this sheet.

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILIARY SERVICES):
PARKS AND OTHER FACILITIES MAINTENANCE

III. Other Routine And Incidental Maintenance		<u>Unit</u> (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	<u>Unit Price</u>
Q/ 2. iii. 2.	Damage / Vandalism / Graffiti Reporting / Repair	<i>per Hour</i>	\$ 16.00
Q/ 2. iii. 8.	Pre Party & Event Setup	<i>per Hour</i>	\$ 16.00
Q/ 2. iii. 9.	Private Party & Town Event Clean-up	<i>per Hour</i>	\$ 16.00
Q/ 2. iii. 11.	Storm Clean up	<i>per Hour</i>	\$ 16.00
Q/ 2. iii. 12.	24/7 Emergency Services	<i>per Hour</i>	\$ 19.00
Q/ 2. iii. 13.	Installation, removal, assembly and disassembly of site furnishings and appliances	Per Proposal	
Q/ 2. iii. 14.	Construction Clean-up	Per Proposal	
Q/ 2. iii. 15.	Repair / Handyman / Carpentry	Per Proposal	
Q/ 2. iii. 16.	Painting	Per Proposal	
MISCELLANEOUS CODE ENFORCEMENT SERVICES			
R/ 1.	Debris Removal:	Per Proposal	
R/ 2.	Boarding Service:	Per Proposal	
R/ 3.	Pool Fill-In:	Per Proposal	

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, etc., to perform Town Wide Facilities Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE:

PROPOSER'S NAME:

COMPANY NAME:



Joshua Becker

Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, F.S. for thirty six (36) months from the date of being placed on the convicted Contractor list".

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

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 Joshua Becker for Reliance Contractors Inc.
whose business address is 199 E Flagler St. #155 Miami FL 33131
and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1911014

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

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 Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and 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). Any 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 prime 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 thirty six (36) months shall be considered an affiliate.
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 Proposals or applies to Proposal 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

☐ 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.

By: 

Joshua Becker
(Printed Name)
President, Reliance Contractors Inc.
(Title)

Sworn to and subscribed before me this 19 day of November, 2014

Personally known _____ Or Produced Identification Placed Drivers Lic.

(Type of Identification)

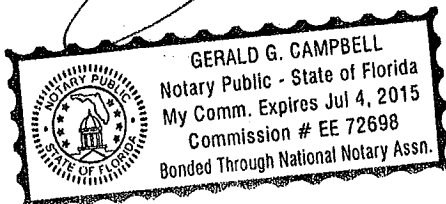
Notary Public - State of Fla. &c.

My Commission Expires 7/4/15

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

PROPOSER'S SIGNATURE: 

COMPANY NAME: Reliance Contractors Inc.



TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Miami - Dade)

) ss.

Joshua Becker being first duly sworn deposes and says that:

- 1 He/She is the President/Owner
(Owner, Partner, Officer, Representative or Agent) of
Reliance Contractors Inc. the Proposer that has submitted the attached Proposal;
- 2 He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- 3 Such Proposal is genuine and is not a collusive or sham Proposal;
- 4 Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: Joshua Becker

(Printed Name)

President, Reliance Contractors Inc.
(Title)

Sworn to and subscribed before me this 19 day of November, 2014

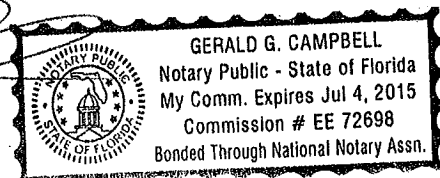
Personally known _____

Or Produced Identification Florida Driver's License
(Type of Identification)

Notary Public - State of Florida

My Commission Expires 7/4/15

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



PROPOSER'S SIGNATURE: Joshua Becker

COMPANY NAME: Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

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 September 18, 20 14, the following resolution was duly passed and adopted:

"RESOLVED, that Joshua Becker, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, Nov. 21 20 14, 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 21 day of November, 20 14.


Secretary:

(SEAL)

PROPOSER'S SIGNATURE: 

COMPANY NAME: Reliance Contractors Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

PROPOSER QUALIFICATION

List Number of Irrigation Maintenance Contracts in excess of Fifty Thousand Dollars (\$50,000) per year in the past five (5) years.

Project Name: Lofts at Byron Condominium - Maintenance

Client Name: Lofts at Byron

Address: 501 74th St. Miami Beach FL 33141

Contact Person: Mary Niedergall - Association President

Contact Person Tel. No.: (786) 251-7500

Project Name: South Shore Yacht Club Condominium - Maintenance

Client Name: South Shore Yacht Club Condominium

Address: 200 South Shore Dr. Miami Beach FL 33141

Contact Person: Mark Butler - Association Secretary

Contact Person Tel. No.: (305) 725-2520

Project Name: Nelworth Condominium - Gen. Maintenance

Client Name: Nelworth Condominium

Address: 1326 Collins Ave. Miami Beach FL 33141

Contact Person: Joe Hagan - Association President

Contact Person Tel. No.: (786) 286-6959

Project Name: Island Point Condominium

Client Name: Island Point Condominium

Address: 7107 Bay Dr. Miami Beach FL 33141

Contact Person: Anita Stein - Association Secretary

Contact Person Tel. No.: _____

Project Name: Misc. Building Maintenance - Regatta Property Management

Client Name: Regatta Property Management & Real Estate

Address: 701 4th St. #101 Miami Beach FL 33139

Contact Person: Anthony Colon - Property Manager

Contact Person Tel. No.: (305) 905-7240

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

GOVERNMENTAL CONTACT INFORMATION

List any Governmental or Quasi-governmental Agencies for which the Proposer has done business within the past five (5) years.

Name of Agency: N/A

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

[Signature]
S. Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

SUBCONTRACTORS

List all Subcontractors to be used on this project if the Proposer is awarded a contract.

**CLASSIFICATION
OF WORK**

**NAME, ADDRESS, PHONE
OF SUBCONTRACTORS**

N/A

PROPOSER'S SIGNATURE: 

COMPANY NAME:


Josh Becker - Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

PROPOSED MANAGEMENT PLAN

Provide a written description of proposed plan to accomplish work, including structure of provider, organizational chart and auxiliary services offered, crews, personnel and equipment to be dedicated to this project, if the Proposer is awarded a Contract. (Use additional sheets if necessary.)

Please See Attached.

PROPOSER'S SIGNATURE: 

COMPANY NAME:

Josh Becker - Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

PROPOSER DISCLOSURE OF LITIGATION HISTORY

The Proposer's response to this questionnaire will be utilized as part of the Town's overall Proposal Evaluation and Contractor selection.

List all cases where Proposer has been a party to litigation or arbitration (or other binding dispute resolution procedure), whether plaintiff or defendant (petitioner or respondent), within the past five (5) years including case name, case number, jurisdiction, whether case has been resolved or is still pending, and a brief description of the nature of the case.

Case Name: N/A

Case Number: _____

Jurisdiction: _____

Plaintiff: _____

Defendant: _____

Case Status: Resolved _____ Pending _____

Brief description of nature of case: _____

Case Name: _____

Case Number: _____

Jurisdiction: _____

Plaintiff: _____

Defendant: _____

Case Status: Resolved _____ Pending _____

Brief description of nature of case: _____

Case Name: _____

Case Number: _____

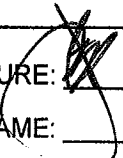
Jurisdiction: _____

Plaintiff: _____

Defendant: _____

Case Status: Resolved _____ Pending _____

Brief description of nature of case: _____

PROPOSER'S SIGNATURE: 

COMPANY NAME: Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

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) be indicated below and this form returned to:

Juanita Romance, Procurements and Special Projects
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: jromance@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: _____

Local Business Tax Receipt

Miami-Dade County, State of Florida

(THIS IS NOT A BILL - DO NOT PAY)

LBT

7176046

BUSINESS NAME/LOCATION
RELIANCE CONTRACTORS INC
OPERATING IN DADE COUNTY

RECEIPT NO.
NEW BUSINESS
7455796

EXPIRES
SEPTEMBER 30, 2015

Must be displayed at place of business
Pursuant to County Code
Chapter 6A - Art. 9 & 10

OWNER
RELIANCE CONTRACTORS INC
C/O JOSHUA D BECKER

Employee(s)

SEC. TYPE OF BUSINESS
213 SERVICE/BUSINESS

**PAYMENT RECEIVED
BY TAX COLLECTOR**

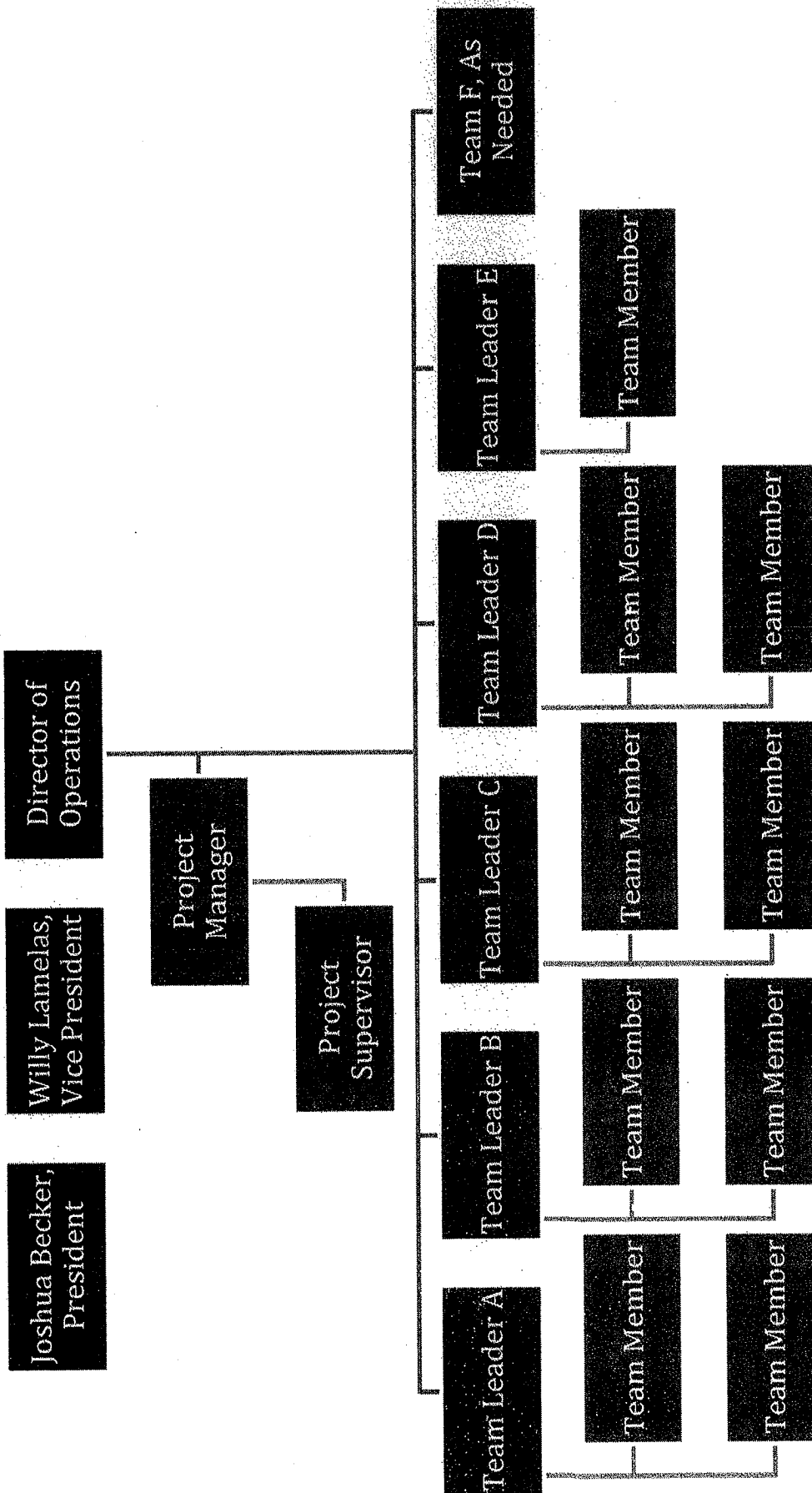
75.00 10/01/2014
0221-15-000033

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or 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 6A-276.

For more information visit www.miamidade.gov/taxcollector

MIAMI-DADE
COUNTY





Proposed Management Plan

At Reliance Contractors, we hold a vast resume of services to offer. Reliance Contractors is dedicated to the concept of providing every customer with a full range of services at the highest standards available. This constitutes applying time proven methods, supervision, and a well-educated management staff. Using this approach we have been highly successful in cost reduction for many firms we service in South Florida area and boast over a 97% client retention rate.

We at Reliance Contractors have an extensive amount of sister-companies throughout the South Florida region that can tackle any job, big or small. Reliance Contractors' auxiliary services are endless. We house an extensive equipment list and hold certifications in various specialty machinery.

For the contract at hand, Town of Southwest Ranches, we have extensively researched and narrowed down the best possible organizational structure. We have developed a systematic procedure to efficiently maintain the cleanliness of every facility and most importantly the safety of the people. Below you will find in detail the teams, proposed hours, and frequency for the facility maintenance service.

- *Team A:* (3 Team Members incl. 1 Team Leader)
 - Sunshine Ranches Equestrian Park (6 Daily Maintenance Hours)
- *Team B:* (3 Team Members incl. 1 Team Leader)
 - Calusa Corners Park (4 Daily Maintenance Hours)
- *Team C:* (3 Team Members incl. 1 Team Leader)
 - Rolling Oaks Park and Butterfly Garden (8 Daily Maintenance Hours)
- *Team D:* (3 Team Members incl. 1 Team Leader)
 - Country Estates Park (5 Daily Maintenance Hours)
- *Team E:* (2 Team Members incl. 1 Team Leader)
 - Trailside Park (1 Weekly Maintenance Hour)
 - Southwest Meadows Sanctuary Park (1 Weekly Maintenance Hour)
 - Frontier Trails Park (1 Weekly Maintenance Hour)
 - Pocket Park (1 Weekly Maintenance Hour)
 - Broadwing Building (2 Monthly Maintenance Hour)

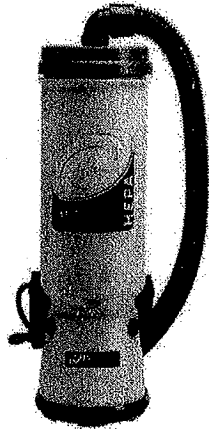
- *Team F: (Specialty Team, Size Dependent on Job)*
 - All Auxiliary Services Needed

All teams will have Daily/Monthly/Weekly reports appropriate to specific facility work scope. We will have an immediate staff of 14 team members at all times. In addition, as auxiliary jobs are presented our proposed staff for Team F will fluctuate, and will be on call 24/7/365. Our team members are all FDLE background checked approved and have been extensively trained in building maintenance. As we progress throughout the project we will also begin our playground equipment safety certifications and are open to any new opportunities of growth within the town. The proposed structure is subject to change if deemed necessary.



Daily-Used Proposed Equipment

Project: *Town of Southwest Ranches*



ProTeam Super CoachVac HEPA Backpack Vacuum with 14 in. Multi-Surface Floor Tool and Telescoping Wand. The Super CoachVac HEPA is a productivity powerhouse designed to tackle the most demanding cleaning challenges. This powerful and high filtration unit is ideal for vacuuming high square-footage areas that require the utmost cleanliness.

S



Rubbermaid tube mop has a microfiber cotton mop head. This wet mop comes with a 60 in. Invader wooden handle for convenience. Mop is engineered for up to 200 uses.



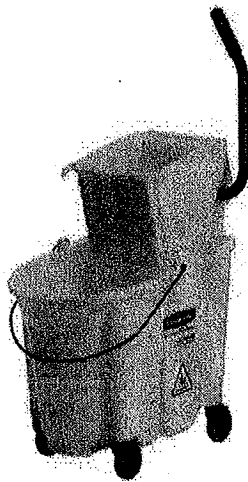
Proposed Equipment

Project: *Braman Facilities*



Rubbermaid Commercial Products Ergo Reach Microfiber Mopping Frame is engineered to help clean hard to reach spaces. The innovative slide frame technology extends the reach of the user underneath cleaning obstacles such as furniture, appliances and shelving. The mopping kit also includes a Disposable Microfiber mopping pad and a Reusable Microfiber wet mopping pad. Both pads are designed to achieve superior dirt pickup without streaking or residue while removing

99.9% of germs from surfaces.

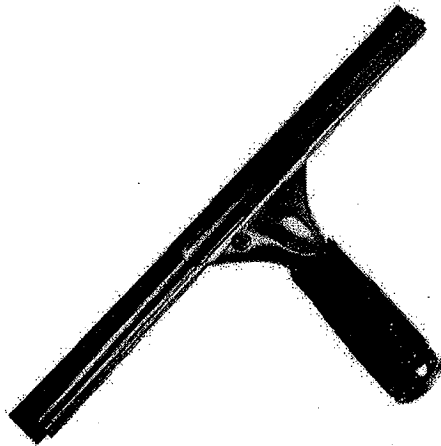


The 35 qt. WaveBrake Mop Bucket and Wringer is the leading product in hard floor care. Reducing touch-up cleaning, the 3 inch casters are predominantly plastic, non-marking, and non-rusting. The bucket has contoured graduation markings that indicate both quarts and liters for quick, accurate measurement of cleaning solutions. It also has smooth, easy-to-clean surfaces.

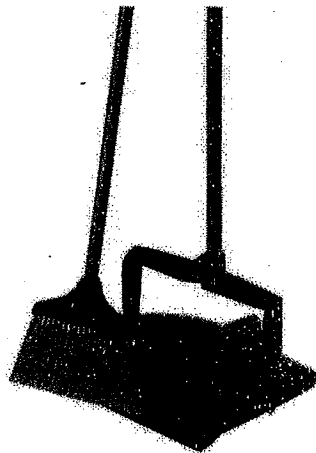


Proposed Equipment

Project: *Braman Facilities*



The Unger PRO 12 in. Pro Squeegee comes with an extra 12 in. rubber blade. This squeegee is compatible with the Connect & Clean System and features a rubber grip.



A professional grade broom and dust pan set that is easy to use for household and commercial applications, such as quick pickups at home, in retail locations and parking lots. Pivoting dust pan lies flat on floor and features a sloped edge for one sweep cleanups. Handle length is the same as the lobby broom so that no bending is required.

TOWN OF SOUTHWEST RANCHES



REQUEST FOR PROPOSALS

Town-Wide Facilities Maintenance Services

RFP No. 14-014

Date: September 17, 2014

PROPOSAL SET & DOCUMENTS

TOWN OF SOUTHWEST RANCHES REQUEST FOR PROPOSALS NO: 14-014

September 17, 2014

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

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TOWN-WIDE FACILITIES MAINTENANCE SERVICES

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

CONTRACT DATA

Contract Owner: Town of Southwest Ranches ("Town")

Contract Title: Town Wide Facilities Maintenance Services

Contract Number: Town Request for Proposals No. 14-014

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

Mandatory Pre-Proposal Conference: Thursday, October 23, 2014, 1:30 PM

Deadline for Questions: Thursday, November 6, 2014, 5:00 PM

Proposal Submission Due: Thursday, November 20, 2014, 3:00 PM

Cone of Silence: Applicable. (See pp.7)

Town Council: Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitzkreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

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

Contract Manager: Clete J. Saunier
Public Works Director/Town Engineer

Contract Coordinator: December Lauretano-Haines
PROS Coordinator
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954 434 0008 / Fax: 954 434 1490

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

PUBLIC NOTICE OF REQUEST FOR PROPOSALS

The Town of Southwest Ranches, hereinafter referred to as TOWN, will receive sealed Proposals at the Office of Juanita Romance, Town Procurement and Special Projects Coordinator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until **3:00 PM, Thursday, November 20, 2014**, at which time they will be publically opened and read for:

**TOWN-WIDE FACILITIES MAINTENANCE SERVICES
REQUEST FOR PROPOSAL NO.: 14-014**

This Request for Proposals (RFP) for Town Wide Facilities Maintenance Services includes the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this RFP, shall include but not be limited to Park and other public facility maintenance and janitorial maintenance services, trail elements maintenance, daily park opening and closing services, pressure cleaning, miscellaneous repairs and restoration of park and other facilities' elements, playground surface replacement, playground and other recreational equipment inspection and reporting, emergency maintenance and preparedness services, bulletin boards notice posting, litter, trash & debris removal and proper disposal (including, but not limited to items such as paper, cans, bottles, auto parts and dead animals), raking, sweeping, miscellaneous Code Enforcement maintenance services and other miscellaneous work as described herein.

A mandatory pre-proposal conference will be held on **Thursday, October 23, 2014, starting at 1:30 PM**. Location is at Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, 33330. Proposal specifications are available on Onvia/DemandStar and the Town of Southwest Ranches Website: <http://www.southwestranches.org/procurement/>. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

In accordance with Florida Statutes, section 119.071, proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town of Southwest Ranches reserves the right to reject any or all Proposals, to award multiple or partial contracts, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interests of the Town.

The Town will complete a Proposal Award analysis that will look for any unbalanced Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize the most.

Andrew D. Berns
Town Administrator

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

GENERAL CONDITIONS & INSTRUCTIONS TO PROPOSERS

1. SECURITY AND BONDING REQUIREMENTS:

Simultaneous with the delivery of an executed Proposal to the Town, Proposer (also referred to as Contractor throughout this RFP) shall furnish to the Town a Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

2. PRE-PROPOSAL CONFERENCE:

2.1. A mandatory pre-proposal conference will take place on Thursday, August 28, 2014, starting at 10:00 AM. Location is Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, 33330.

2.2. Attendees of the mandatory pre-proposal conference will be required to verify their attendance by signature. Proposals will not be accepted from proposers not present at the pre-proposal conference.

2.3. No pleas of ignorance by the Proposer, of conditions that exist or that may hereinafter exist, as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis for varying the requirements of the Town or the compensation of the Proposer.

3. PURPOSE OF PROPOSAL: The Town of Southwest Ranches intends to make an award to the responsive, and responsible Proposer(s) whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation factors set forth in this RFP and the Town's Procurement Code.

4. PROPOSER WARRANTY: Proposer warrants that the prices, terms and conditions quoted in the Proposal will be firm for a period of 365 days from the date of the Proposal opening.

5. CONVICTED CONTRACTOR: Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida Statutes- "A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.107, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list."

6. QUESTIONS PERTAINING TO PROPOSAL: All questions or clarifications concerning this RFP shall be submitted in writing by mail, facsimile or E-mail and directed to Juanita Romance, Procurement and Special Projects Coordinator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL, 33330. Fax number is (954) 434-1490. E-mail address is jromance@southwestranches.org. No later than Thursday, September 8, 2014 at 5:00 PM. The Proposal Title/RFP number shall be referenced on all correspondence and in the subject section of the email. NO QUESTIONS WILL BE RECEIVED AFTER THE DEADLINE.

6.1. Responses to questions, if deemed necessary by the Town, will be sent to all prospective Proposers in writing, via Onvia/DemandStar and the Town website in the form of an addendum, if applicable. Proposers shall not rely upon oral representations or discussions with the Town, including its staff or consultants. Only those communications issued by the Town in writing may be considered its duly authorized expression. Only Proposer's communications in writing, signed and timely-submitted, shall be recognized by the Town as duly authorized expressions.

6.1.2. **CONE OF SILENCE:** A cone of silence is hereby imposed and made applicable to this RFP. The cone of silence shall become effective from the time this RFP is advertised, and shall terminate at the time that the Town Council makes a final decision regarding a contract award, rejects all responses, or takes other action which ends the RFP process. During the effective time period of the cone of silence, any person or entity which submits a

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

response, or that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the Town Council or the Selection Committee relative to this RFP, except as may be required during such presentations or interviews which may be conducted. NOTE: Proposers that violate the cone of silence shall be subject to automatic disqualification from further consideration.

7. **TAXES:** Proposer should not include taxes in prices Proposal. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

8. **SUBMISSION OF PROPOSALS:** A total of six (6) paper copies (1 unbound original and 5 bound copies) and 1 CD electronic copy (.pdf) of the proposal, in its entirety including all Required Signatures and Submittals, must be received sealed and clearly marked with "RFP Name and NO. 14-014" at the location shown on the Public Notice of Request for Proposals on or before the closing hour and date shown on the Public Notice of Request for Proposals. Proposals submitted by facsimile or electronic mail will not be accepted.

8.1. It is the responsibility of the Proposer to ensure that the Proposal reaches the Office of the Procurement and Special Projects Coordinator on or before the closing hour and date shown on the Public Notice of Request for Proposals. Proposals received after the closing hour and date shown on the Public Notice of Request for Proposals will not be considered and will be returned unopened.

8.2. **PROPOSAL FORMS:** Proposers must use the Proposal form(s) furnished by the Town. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the proposal forms may invalidate the Proposal.

8.3. Proposals having erasures or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; all quotations shall be typewritten or filled in with ink. No submissions in pencil will be accepted.

8.4. Incomplete, unresponsive, irresponsible, vague, and ambiguous responses to the RFP will be cause for rejection, as determined by the Town.

8.5. **MISTAKE:** If there is a discrepancy in the unit and extended prices, the unit prices(s) will prevail and the price extensions will be adjusted to coincide. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk, and errors will not release the Proposer from his responsibility as noted herein.

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

8.7 **WITHDRAWAL:** After Proposals are opened, they shall be irrevocable for a period of ninety (90) days. Proposers who unilaterally withdraw a proposal without permission of the Town before 90 days have elapsed from the date of the opening may be debarred and are subject to forfeiture of the Proposal Security.

9. **LIABILITY, INSURANCE, LICENSING & PERMITS:** Where Proposers are required to enter onto Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposer shall be liable for any damages or loss to the Town occasioned by negligence of the Proposer (or his agent) or any person or subcontractor the Proposer has designated in the completion of his contract as a result of the Proposal.

9.1. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other documents evidencing compliance with licensure requirements necessary to practice his profession as required by Florida law, Broward County, and the Town's Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish these documents or to have required licensure will be grounds for being deemed non-responsive and rejecting the Proposal.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

9.2. At Contractor's sole cost and expense, Contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, on behalf of itself and any sub-contractors it may employ, insurance coverages of the types and amounts equal to 100% of the requirements set forth below.

9.3. Prior to issuance of any contract(s) or proposal award document(s), and/or beginning the performance of work under this Agreement, and at any time upon request, Contractor shall furnish to the Town, on behalf of itself and any sub-contractors it may employ, Certificates of Insurance or Endorsements evidencing the minimum required coverages and conditions specified below.

9.4. All insurance shall be issued by companies rated A: 7 or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

9.5. Such insurance shall not diminish Contractors indemnification obligations hereunder. The insurance policy shall be issued by such company, in such forms and with such limits of liability and deductibles as are acceptable to the Town and shall be endorsed to be primary over any insurance the Town may maintain.

9.6. Evidence of coverage shall meet the following requirements at a minimum:

9.6.1. Comprehensive form, Commercial General Liability ("CGL") insurance including: Premises-Operations, Underground Hazard, Products-Completed Operations Hazard, Contractual Insurance, Broad Form Property Damage, and Independent Contractors' liability coverages for bodily injury and property damage with minimum limit of liability in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit Per Occurrence and in the Aggregate for bodily injury and property damage.

9.6.2. Comprehensive form, Automobile Liability insurance including Owned, Hired, Non-Owned, Borrowed and Any Auto liability coverages for Bodily Injury, Property Damage and Death with minimum limit of liability in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit Per Occurrence and in the Aggregate for bodily injury and property damage.

9.6.3. Workers compensation insurance for all employees of the Contractor as required the laws of the State of Florida and by Florida Statute 440, as amended.

9.6.4. All policies shall be appropriately endorsed for contractual liability and also contain a waiver of subrogation endorsement.

9.6.5. All insurance policies referred to herein shall be without any deductible amount.

9.6.6. The following shall be named as "additional insured" and listed as Certificate Holder(s) with respect to this coverage:

ADDITIONAL INSURED / CERTIFICATE HOLDER(S):

TOWN OF SOUTHWEST RANCHES

Attention: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

115 S Andrews Avenue
Fort Lauderdale, FL

9.7. Coverage specified is not to cease and is to remain in full force and effect (subject to cancellation notice) for the entire duration of the Contract.

9.8. It shall be the responsibility of the Contractor and insurer to furnish to the Town of Southwest Ranches and Broward County copies of **renewal policies at least thirty (30) days prior to the expiration date** of any insurance coverages due to expire during the term of this Agreement

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

9.9. **All policies insuring the Contractor, which relate to the activities of such Contractor and the Town of Southwest Ranches, must be endorsed to provide the Town of Southwest Ranches and Broward County with not less than thirty (30) days' written notice of cancellation, lapse, restriction, material modification or alteration.** It shall be the responsibility of the Contractor and insurer to provide such notification to the Town and Broward County in writing, submitted to the Town Administrator of the Town of Southwest Ranches. This requirement shall be reflected on the Certificate of Insurance.

9.10. Failure to fully and satisfactorily comply with the insurance requirements set forth herein will authorize the Town Administrator to implement a rescission of the Proposal award within thirty (30) days of awarding. The Proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to sue the Town by virtue of such rescission.

9.11. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder.

10. AWARD OF PROPOSALS: The Town reserves the right to accept or reject any and/or all Proposals or parts of Proposals, to award multiple or partial contracts, to waive any informality, irregularities or technicalities, to re-advertise for Proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the contract on a split order basis, in such combination(s) as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to or irregularities in the specifications. Final determination and award of a contract shall be made by the Town Council. Additionally, the Town reserves the right to modify the scope of the services and the Contract to add zones identified in this RFP, and which the Town, in its sole discretion, may not initially require the selected Contractor to perform.

10.1. PROPOSAL CONSIDERATIONS: The Town, at its sole discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements set forth herein. Price, Proposer's responsibility and responsiveness, experience, staffing, equipment, materials, references, and past history of service to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, including litigation history, may be taken into consideration.

10.2. SELECTION PROCESS:

At the opening date and time set forth herein, the Procurement and Special Projects Coordinator will publicly open and read aloud the names of all respondents, as well as any other information regarding individual submittals that may be deemed necessary by the Town. The opening of proposals is open to the public.

10.2.1. The Town will evaluate all Proposals utilizing a Selection Committee (SC) process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town's Procurement Code. The SC will analyze Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize the most. The SC may require an interview or presentation to assist their evaluation of the services and prices being offered.

10.2.2. The Town intends to make an award to the responsive, and responsible Proposer(s) whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation factors set forth at section 10.3 and the Town's Procurement Code.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

10.3. **EVALUATION OF PROPOSALS:** Proposals shall be weighted using the following point system basis of evaluation:

Proposals shall be weighted using the following percentage basis of evaluation for proposals:		Points
(1)	Price (Proposal Forms);	50 points
(2)	Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Facilities Maintenance Services;	15 points
(3)	Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of Provider, including table of organization and auxiliary services offered	10 points
(4)	Past and present performance, including as disclosed by references provided;	10 points
(5)	Price of auxiliary services from Maintenance Proposal; Price List by Service	10 points
(6)	Professional Certifications and memberships.	5 points
TOTAL POINTS		100

11. **DISPUTES/CONTINUING PERFORMANCE:** If any dispute concerning a question of fact arises under any contract award, other than termination for default or convenience, the contractor and the Town Administrator shall make a good faith effort to resolve the dispute informally. If the dispute cannot be resolved by agreement, then the Town Administrator with the advice of the Town Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties for the duration of the project, subject to judicial review following completion of the project. During the period of any dispute, the Contractor shall continue performance of the work without delay or interruption, and the Town shall continue to make payments to the Contractor pursuant to the terms hereof and any contract award.

12. **CANCELLATION:** Failure on the part of the Contractor to comply with the conditions, specifications, requirements, and terms hereof as determined by the Town, shall be just cause for cancellation of the award.

13. **RELATION TO PARTIES:** It is understood and agreed that nothing contained herein shall be deemed to create a partnership, or joint venture. Contractor shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the work to be performed hereunder.

14. **COMPLIANCE WITH LAW:** Contractor shall comply with all laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to work hereunder (Applicable Laws) and shall obtain and maintain any and all permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

15. **WAIVER OF LIABILITY/INDEMNITY:** The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligent or intentional act or omission of Contractor or any one of its employees, contractors or agents.

16. **INDEMNIFICATION:** The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Town, its Council Members, officers, employees, and agents from any and all claims, liabilities, demands, damages, losses and costs, including, but not limited to, reasonable attorney's fees at both trial and appellate levels, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the work hereunder and anyone else for whose actions Contractor is responsible.

16.1. In addition to the provisions set forth in Article 16, above, Contractor shall indemnify and hold harmless Broward County, its Commissioners, officers, employees, and agents from any and all claims, liabilities, demands, 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 negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the work hereunder and anyone else for whose actions Contractor is responsible. These indemnification obligations shall survive the term of any contract award or the earlier termination thereof. In the event that any action or proceeding is brought against Broward County by reason of any such claim or demand, Contractor shall, upon written notice from Broward County, resist and defend such action or proceeding by counsel satisfactory to Broward County.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

16.2. The indemnification provided in section 16.1 above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at Town's or Broward County's option, any and all claims of liability and all suits and actions of every name and description covered by Section 16.1 above which may be brought against Town and/or Broward County.

17. **SECONDARY/OTHER VENDORS:** The Town reserves the right in the event the primary Contractor/vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the RFP or any contract award.

18. **DEFAULT PROVISION:** In case of a default by the Proposer, the Town may, with or without terminating any contract award, procure the articles or services from other sources and hold the Proposer responsible for any excess costs occasioned or incurred thereby.

19. **ASSIGNMENT:** This RFP and any contract award shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, this RFP and any contract award is personal to the Contractor and it may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

20. **NOTICES:** All notices and other communications required or permitted to be given hereunder by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows: Town Administrator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330.

21. **GOVERNING LAW:** The validity of this RFP and any contract award, and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The venue of any action or proceeding commenced under or pursuant hereto or any contract award shall be solely in the State courts in and for Broward County, Florida.

22. **REMEDIES FOR BREACH / TERMINATION:** The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be corrected by the Contractor, at no additional compensation, within twenty-four (24) hours of notification. The Contractor shall not be compensated for the correction of deficient work, nor shall Contractor be entitled to any time extension in connection therewith. The Town reserves the right to correct said unacceptable workmanship if the Contractor does not correct said deficiency within 24 hours. The Town reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on line items in the Proposal Forms.

22.1. Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have thirty (30) days thereafter to cure such failure. If Contractor is unable or unwilling to cure such failure to perform, then Town shall receive a refund equal to the actual cost of a third party to cure such failure and may immediately terminate any contract award for default. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.

22.2. Additionally, the Town shall have the right to terminate the contract for convenience upon thirty (30) days written notice. In the event of a termination for convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination, but shall have no further liability or responsibility to the Contractor, and Contractor hereby waives any and all claims for additional compensation and damages, including but not limited to loss of anticipated profits on work not performed. In the event a termination for default is later determined by a court of competent jurisdiction to be wrongful or without cause, the termination shall automatically be deemed one for convenience and Contractor's sole compensation shall be in accordance with this section.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

23. **WRITTEN CONTRACT:** The successful Proposer shall be required to enter into a written contract with the Town (referred to throughout this RFP as a contract award), attached hereto as "Attachment A" the form of which shall be prepared by the Town, and shall incorporate the terms of this advertisement along with the accepted Proposal, and other terms which may be required by the Town.

24. **CONTRACT TERM / EXTENSIONS:** The Town hereby requests Proposals for a three (3) year contract for supplies and services. In addition, the Town, in its sole discretion, reserves the right to extend the contract for one additional two (2) year term with all terms, conditions and specifications remaining the same if the extension is approved by the Town.

25. **SEVERABILITY:** If any provision of this RFP, including any contract award, is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed severable from the remaining portions thereof which shall be fully enforceable as if the invalid or unenforceable provision had not been included.

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SCOPE OF SERVICES / SPECIFICATIONS

DESCRIPTION FOR TECHNICAL SPECIFICATIONS

The Town of Southwest Ranches (Town) located in Southwest Broward County, is approximately 13 square miles and is home to over 7,344 residents.

The Town is a rural environment, filled with grazing animals, nurseries, farms, and exquisite and unique scenery and an abundance of wildlife.

The Town is a unique and environmentally sensitive area inasmuch as individual property owners provide their own potable water via underground wells.

The Town's roads consist of rural section two-lane local roads and rural section collector roads with Right-of-Way widths.

The Town is currently responsible for the maintenance of 82 miles of these types of roads. There are curbs and gutters and segments of sidewalk. Pedestrian and equestrian trails are abundant throughout the Town and in many cases are incorporated along road Rights-of-Way.

The Town owns approximately 160 acres of property. The property is incorporated into 8 park properties in various stages of development or non-development, dedicated to recreational usage, and 3 additional properties used for public services and administration.

The Town operates a multi-use, non-vehicular recreational trail system along its roadways and adjacent roadways by cooperative agreement with landowners or by direct ownership through public Rights-of-Way. The trail system is in various stages of development or non-development.

A. SUMMARY OF SERVICES

This Request for Proposals (RFP) for Town Wide Facilities Maintenance Services includes the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this Proposal, shall include but not be limited to Park and other public facility maintenance and janitorial maintenance services, trail elements maintenance, daily park opening and closing services, pressure cleaning, miscellaneous repairs and restoration of park and other facilities' elements, playground surface replacement, playground and other recreational equipment inspection and reporting, emergency maintenance and preparedness services, bulletin boards notice posting, litter, trash & debris removal and proper disposal (including, but not limited to items such as paper, cans, bottles, auto parts and dead animals), raking, sweeping, miscellaneous Code Enforcement maintenance services and other miscellaneous work as described herein.

B. EQUIPMENT

Contractor's equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Southwest Ranches. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. The Town of Southwest Ranches reserves the right to inspect and evaluate all of the contractors' equipment prior to award of Proposal, but is not required to do so.

C. EQUIPMENT STORAGE AND MOBILIZATION

The contractor must be fully capable of servicing the town's needs, providing all of the materials and equipment to fulfill the requirements of this Contract and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties without written permission of the Town's designee.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

D. GENERAL REQUIREMENTS

1. The contractor shall comply with all OSHA safety requirements while performing the work subject to this Contract. All personnel performing the work subject to this Contract will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests. Any employee of the contractor improperly prepared with this requirement shall be dismissed until proper equipment is secured.
2. No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The contractor must closely adhere to local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup.
3. All debris removed from Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations and site.
4. When needed, the Contractor will be responsible for design, set-up and Maintenance of Traffic (MOT) operations for work being performed within public rights-of-way. MOT plans are to be submitted to the Town for approval prior to implementation. MOT plans shall be prepared by MOT-certified personnel and must be in accordance with and conform to the current edition of the FDOT Roadway and Traffic Design Standards Indexes (600 or most recent Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.
5. If the Contractor intends to use sub-contractors to perform any work on this contract, these sub-contractors are subject to approval by Town.
6. Contractor shall comply with all applicable Federal, State and local laws, regulations and ordinances. It is the responsibility of the Contractor to procure all necessary permits and licenses.
7. The Project Manager or Work Crew Supervisor must be available by telephone within thirty (30) minutes of initial call in order to be able to reply to the needs and requests of the Town Designee in a most efficient manner Monday thru Friday, 7:00AM to 4:00PM. The Contractor shall confer with the Town's Designee on a daily basis. Work hours in the Town are between 7:00AM and 5:00PM. Upon execution of the Contract, the Town will provide the Contractor with after-hours/emergency contact information for the Town's Designee(s).
8. The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the Town within 24 hours of notification, unless otherwise agreed upon by Town's Designee.
9. Additional services required shall be evaluated by both the Town and the contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at similar sites.
10. For items in need of repair, restoration and/or replacement, to include and not be limited to playground or other recreational equipment or components, the contractor shall notify the Town the same work day upon knowledge of such need. Depending on the item in question, the Town may request a proposal from the contractor for the repair, restoration and/or replacement of the item. The Town reserves the right to seek alternate proposals and to engage the services of others to perform same.
11. The Contractor shall be prohibited from having his vehicles enter the sites specified herein without the prior consent of the Town's Designee. The Contractor shall provide a written staging location plan for the Town's approval upon commencement of the Contract.
12. In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the Town reserves the right to adjust, modify or suspend services at any and all locations.
13. In the event the Contractor discovers or is made aware of damage, vandalism or theft at a site specified herein, the Contractor shall notify the Town's Designee within 30 minutes of such discovery or awareness.
14. At all times while performing the work subject to this Contract, all of the contractor's personnel shall be required to wear uniforms (e.g., shirts, etc.) clearly identifying the Contractor's company name, and a Contractor-supplied name and photo identification badge. Working without shirts is not permitted.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

E. SPECIAL REQUIREMENTS

1. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.
2. For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor who can read, write, and speak English is required. The Project Manager or Work Crew Supervisor shall have proven technical and managerial experience in grounds maintenance. The Town reserves the right to approve or disapprove selection of the Project Manager / Work Crew Supervisor.
3. The contractor, or an employee of the contractor approved by the Town, must be on 24 hour call, at all times, for emergency purposes.
4. The contractor, on a first priority basis (within 24 hours), shall be available to the Town to address Facilities needs in the event of an Act of God (i.e. storm, tornado, or hurricane) or any other emergency deemed by the Town Administrator.

F. PROJECT LIMITS

This Contract incorporates maintenance areas including Parks and Recreational Trails and other properties throughout the Town. Boundaries are Flamingo Road to the East, Sheridan St. to the South, Griffin Road to the north and US 27 (and slightly beyond) to the west. See Maintenance Locations / Zones list for all delineated areas to be maintained.

G. DEFINITIONS

Bimonthly maintenance frequency: maintenance that takes place twice per month.

Biweekly maintenance frequency: maintenance that takes place twice per week.

Bulletin boards notice posting: routine and/or occasional posting of notices, events and other Town literature on Town-owned notice boards.

Code Enforcement: tasks assigned by Code Enforcement Department or Town Designee separate from regular contract work to remediate specific private property non-maintenance issues.

Code Enforcement Board Up: closure of openings on properties to protect the healthy safety and welfare of the Town and its residents, assigned by Code Enforcement Department or Town Designee.

Code Enforcement Debris Removal: removal and proper disposal of items including, but not limited to paper, cans, bottles, wood, building materials, auto parts and dead animals on properties to protect the healthy safety and welfare of the Town and its residents, assigned by Code Enforcement Department or Town Designee.

Code Enforcement Pool fill-in: removal of potential hazard by filling of the swimmable area of a pool on properties to protect the healthy safety and welfare of the Town and its residents, assigned by Code Enforcement Department or Town Designee.

Daily Park opening and closing: Scheduled seasonally to correspond with Eastern Time/ Eastern Daylight Time changes.

Emergency maintenance and preparedness services: Seasonal hurricane and disaster preparedness including but not limited to securing and/or removal and proper storage of park implements in preparation for a coming storm and replacement of same following the storm's passing.

Litter removal: collection and proper disposal of all trash and debris, including but not limited to items such as paper, cans, bottles, auto parts and dead animals on Town property.

Maintenance: as defined for this Proposal shall include but not be limited to interior and exterior upkeep as defined in Section Q/ MAINTENANCE herein.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

Park, Trail and other public facility maintenance: Regular inspection and routine care of parks, trail improvements and other Town Facilities as described in this document.

Playground surface replacement: Procurement, delivery and installation of approved engineered wood fiber or other loose surface material in accordance with the American Society for Testing and Materials, the United States Consumer Product Safety Commission, and the Florida Child Care Standards.

Service Category: Specific type or style of maintenance services indicated by location or zone (some zones are not applicable and therefore are not referenced in this RFP), as follows:

Service Category D: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zone 32 through 42, Parks and Other Facilities Maintenance.

Site: Any individual grounds maintenance location or zone, whole or partial (e.g. "Trailside Park. ")

Site Re-inspections: Inspections made by the Town of corrected work necessitated by deficient work.

Trash receptacles: park or ROW fixtures placed for public use. To be maintained by daily or weekly removal of trash to a location specified by the Town.

Site structure and furnishings pressure cleaning: include use of chemical, applied to both / all sides of structure or fence. Contractor to provide its own source of water.

H. QUANTITY & FREQUENCY OF MAINTENANCE

Areas specified in this contract shall be maintained in accordance with frequencies set forth in the Maintenance Frequencies herein.

The area and limits of maintenance are established and distinguishable in the field. Areas in development or undeveloped areas have been quantified as a courtesy. It shall be the responsibility of the Contractor to verify the quantity of maintenance to be accomplished. Any discrepancies or disagreements concerning quantities shall be mutually resolved in writing prior to beginning work in any area in question. The Contractor shall submit written schedules of maintenance defining frequencies and locations.

I. METHODS OF OPERATION

Each maintenance cycle is to be completed in its entirety prior to beginning another cycle. On Contract commencement date, Contractor shall furnish a complete written proposal of his plan for accomplishing the required work.

At the conclusion of each working day, all required maintenance shall be completed within the limits worked. The contractor shall leave a clean site daily. The Contractor shall exercise the necessary care to preclude any source of litter by his operation.

J. LIMITATION OF OPERATION

No equipment shall be parked overnight on Town Property without the Town's written consent.

K. ADDITIONS OR DELETIONS OF MAINTENANCE AREA:

At the Town's discretion, it may add new maintenance areas, reduce the frequency of service, or discontinue service to this contract or request the resumption of service to a previously terminated area at any given time during the life of the contract. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms herein. Upon the Town's written request to the contractors to add a new maintenance area to the contract or resume service to a previously terminated maintenance area, Contractor shall commence maintenance to said area within ten (10) days. Service to locations deleted by the Town for durations less than the remaining life of the contract may be resumed at any time for the originally proposed contract value.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

At the Town's discretion, it may delete maintenance areas or the frequency of maintenance from the contract at any given time during the life of the contract, for the life of the contract or lesser durations. The Town shall give the contractor ten (10) calendar day's written notice prior to the deletion of a maintenance area for any given period of time. Deleted areas, if less than the entire maintenance area, shall be evaluated using unit prices outlined herein.

L. DAMAGE BY CONTRACTOR

Any damage to facilities, neighboring or adjacent properties or vegetation caused by the contractor shall be repaired at the expense of the Contractor to the satisfaction of the Town. Failure to restore said damages within three (3) working days following written notification shall result in a deduction from the next invoice of the Town's expenses incurred by the Town for labor, material or equipment, including Administrative costs to restore the property to its original condition. Said notification shall be by letter, fax or email.

M. CONTRACTOR'S PERSONNEL

Contractor shall employ personnel competent to perform the work specified herein. The Town reserves the right to request the removal of a contractor's employee from performing maintenance on the Town's property where such employee's performance or actions are obviously detrimental to the program. Contractor shall remove any employee involved in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. See Drug-Free Workplace Certification Form herein.

N. CONTRACTOR'S VEHICLES

Contractor vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1-½ inch letters. In addition, vehicles shall bear a magnetic sign on each side stating "Contractor for Southwest Ranches Public Works" when performing under this contract.

O. USE OF CHEMICALS

All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by a person holding a valid Florida Certifications for commercial use of the chemicals used. Application shall be in strict accordance with all governing regulations.

1. A written listing of proposed chemicals to include commercial name, application rates, type of usage along with the Material Safety Data Sheet for each chemical shall be submitted to the Town's Designee prior to beginning the work. All proposed chemicals shall be approved by the Florida Department of Agriculture and used as per manufacturer's label. The contractor will be required to maintain a copy of all documents, including all Material Safety Data Sheets, in his possession whenever applying chemicals within the Town.
2. Records must be kept and retained (with copies provided to the Town's Designee along with the monthly invoice) as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
3. Chemicals shall be applied using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons or property whether or not they are in or near the project.
4. No chemical with a signal word higher than caution shall be used at any time.
5. It is also required that when applying any chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate said areas in clear sight and removed within 24 hours once sufficient time period has elapsed.
6. The hold harmless and indemnification provisions of this contract shall be applicable to any damages to persons and/or property arising out of or in connection with contractor's use of chemicals, as a result of this contract.

P. QUALITY

The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be addressed by the Contractor, at no additional compensation, within twenty-four (24) hours of notification. The contractor shall not be compensated for the correction of deficient work. The Town reserves the right to correct said unacceptable workmanship if the Contractor does not correct said deficiency within

TOWN OF SOUTHWEST RANCHES, FLORIDA
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24 hours. The Town reserves the right to deduct costs to correct unacceptable workmanship and \$100 per hour administrative costs from the monthly invoice based on line items in the Maintenance Proposal Price Lists.

For each re-inspection required, the Town shall have the discretion to deduct a flat fee of five hundred (\$500) dollars per site requiring re-inspection.

Q. MAINTENANCE

1. GENERAL FACILITIES MAINTENANCE REQUIREMENTS

Contractor shall maintain the contractually-covered facilities as per the Maintenance Categories specified below at the frequency rates prescribed in the Scope of Services – Maintenance Frequencies, including:

- i. Interior Maintenance: As set forth below, inspection and routine maintenance service for all interior facilities and systems.
- ii. Exterior Maintenance: As set forth below, inspection and routine maintenance of facilities' exteriors and surrounding grounds, including but not limited to paint, glass, signs, site furnishings, fencing, windows, and lighting; and repair or reporting to Town of same as described herein or as needed.
- iii. Other Routine and Incidental Maintenance: As set forth below, routine or incidental interior and/or exterior facilities maintenance tasks to be performed on schedule or as need arises.
- iv. Security/Daily Opening and Closing: The Contractor is responsible for daily (7 days per week) opening and closing (lock-up) of parks currently included or anticipated for inclusion within the Contract Term (one half hour after sunrise and one half hour before sunset). The Contractor shall be responsible for the safety and security of all facilities, including but not limited to daily opening and closing of all access areas, daily inspection and weekly reporting.

2. MAINTENANCE SERVICE CATEGORIES

Maintenance as defined for the purposes of this procurement shall include but not be limited to the following and shall be performed during each maintenance visit or as specified in the Scope of Services – Maintenance Frequencies schedule (Exceptions to the specified schedule may be granted by the Town's Designee.):

i. INTERIOR MAINTENANCE

1. Restroom cleaning (walls, floors, fixtures) with germicidal disinfectant
2. Dispenser refilling paper products and soap: inspect, supply and replenish, using supplies furnished by Town.
3. Empty trash from all receptacles into solid waste pickup totes
4. Vacuuming, carpet and fabric furniture
5. Dusting
6. Base-board cleaning
7. Large & small appliance cleaning
8. Wood polishing
9. Lighting & ceiling fan cleaning
10. Supply inventory, order requisitions, pick-up and delivery to site, supply closet organization
11. Floor maintenance: Damp & dry mopping
12. Floor maintenance: polished concrete, vinyl & VCT stripping, polishing, waxing, and/or refurbishing
13. Ceiling maintenance and tile replacement, as needed
14. Drywall repairs
15. Unclog Drains

ii. EXTERIOR MAINTENANCE

1. Recreational Equipment Maintenance and Reporting:
 - a. The Contractor shall perform routine daily inspections of each playground, fitness circuit, or recreational amenity and shall provide completed inspection report forms for each inspection. Completed inspection report forms shall be submitted to the Town's Designee on a weekly basis, unless otherwise noted below.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

- b. Contractor shall daily inspect amenity for any obvious safety concerns such as vandalism, glass, trash, and the need for raking wood surfacing material back under the fall zones of the equipment, sweeping walkways free of debris and loose surfacing that might create a slippery condition.
 - c. Contractor shall inspect each piece of equipment for safety concerns such as vandalism, twisted swing chairs, swing seats that are cut or cracked, protruding hardware, exposed concrete footers, loose rails, stairs or bolts, improperly closed loop components, depth of loose fill surfacing material, sharp points, missing or damaged protective caps, trip hazards, user modifications to equipment (such as string or rope tied to equipment, swings looped over rails, etc.), entrapment hazards and any other potentially hazardous conditions.
 - d. Contractor shall report any component determined to be unsafe, damaged, vandalized or presenting other safety concern by telephone within the first hour of observance.
 - e. Contractor shall render such components and/or affected areas temporarily unusable by barricading affected areas from use by the public, maintaining barricades daily until repairs can be completed.
 - f. For incidents of components determined to be unsafe, damaged, vandalized or presenting other safety concerns, **Contractor shall provide the completed written inspection forms for such incidents on the day of observance.**
 - g. Items of Incidental repair/replacement for damage or vandalism will be performed on an "as needed" basis.
 - h. Unpainted surfaces of equipment or site furnishings shall be pressure cleaned or washed as per the frequencies set forth herein within the Scope of Services – Maintenance Frequencies.
 - i. Contractor shall notify the Town in writing of the need for replenishment of surface material. Replenishment of surface material shall be with Town-approved engineered wood fiber product or Town-approved equal designed for playground applications and is included with this Proposal as an add/alternate line item.
- 2. Contractor shall clean Drinking Fountains with a germicidal disinfectant on a weekly basis or as necessary.
 - 3. Coordination of waste removal: Place pickup totes curbside inside the park for pick up by Town's solid waste hauler. (Following pickup on weekly pickup day, contractor shall return totes to the area where they are stored prior to the end of the workday).
 - 4. Grounds cleaning, litter, debris, and trash removal
 - 5. Sidewalk and parking lot Sweeping and/or Cleaning
 - 6. Equestrian Rings/Trail Maintenance (monthly)
 - a. The Contractor will level off the Trails Show and Practice Rings by dragging on a monthly basis. Additional dragging maintenance can be requested forty-eight (48) hours in advance.
 - 7. Pressure Cleaning of site structures and furnishings, including fences, playground and recreational equipment, signs, sidewalks and other structures as set forth herein or as directed by Town's designee:

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

- a. Fencing and site structures shall be pressure cleaned or washed on both/all sides using a mixture of water and chemical to remove any and all extraneous materials, to include but not be limited to mineral deposits.
 8. Shade structures – Prior to tropical storm warnings and/or tropical storm force winds, the contractor is responsible for removing, storing, and re-installing the shade cloth that covers the structures. Coordinate this work with the Town.
 9. Cement, brick paver cleaning & sealing
 10. Screen and fenced enclosure cleaning
 11. Parking Lot Striping and Bumper Painting
 12. Emergency Board Up
 13. Occasional heavy/bulk trash or large debris removal and haul-away services
 14. Window Replacement
- iii. OTHER ROUTINE AND INCIDENTAL MAINTENANCE
1. Inspection of all facilities and facility systems including but not limited to buildings, site furnishings, fencing, air-conditioning units, waste disposal, electricity, and water.
 2. Incidence of damage/vandalism will be reported to the Town's Designee within 2 hours. Repair services for damage/vandalism will be based upon labor rates included and materials rates to be proposed separately, as needed.
 - a. Graffiti inspections and cleaning each maintenance visit, or as needed.
 - b. Graffiti removal and repainting, (paint provided by the Town).
 3. Recycling program establishment and management
 4. Lighting Maintenance
 - a. The Contractor shall monitor all lighting and will replace bulbs and/or lenses, to be supplied by the Town, as needed.
 - b. Contractor shall be responsible for insuring proper daily operation of time clocks to operate building lighting system. Regular verification and setting correct time on time clocks that operate building lights is required.
 5. Vent cleaning
 6. Window washing
 7. A/C Filter Replacement
 8. Pre-private party & Town event set-up
 9. Post-private party & Town event clean-up
 10. Bulletin Board maintenance; notice posting
 11. Storm clean up
 12. 24/7 Emergency Services
 13. Installation, removal, assembly and disassembly of site furnishings and appliances, as needed

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

- 14. Construction clean-up
- 15. Interior / Exterior Repairs, Other handyman and carpentry services as needed
- 16. Painting

R. MISCELLANEOUS CODE ENFORCEMENT MAINTENANCE REQUIREMENTS

At the Request of Town's Designee, Contractor shall provide services including debris removal, mowing/lawn maintenance, boarding service, or pool fill in at designated properties under Enforcement Action. All Code Enforcement maintenance shall be performed at attached unit prices and require 4" X 6" color before and after photos.

1. Debris Removal:

When debris removal is required as directed by Code or Town Designee, Contractor shall remove and properly dispose of items required to be removed on a per cubic yard basis, documenting work with before and after photos.

2. Boarding Service:

When boarding is appropriate, all first floor windows and doors should have plywood covering the entire opening and frame. The covering should be secured with suitable anchors. Eliminate any health and safety hazard caused by any protruding bolts used to secure boarding. The use of nails is prohibited. Before and after photographs are required.

Boarding shall be in accordance with local codes and with specifications set forth by the U.S. Department of Housing and Urban Development.

3. Pool Fill-In:

Provide and install fill material level with top of swimming pool to achieve complete fill-in of the swimming area of the pool, documenting work with before and after photos. This service may include fence removal to ten linear feet (10') or as necessary to access pool with equipment (no fence reinstallation required). Fill must occur on the same day as removal of fence.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

ZONES / LOCATIONS / MAINTENANCE SERVICE CATEGORIES / FREQUENCIES

SERVICE CATEGORY D: PARKS AND OTHER TOWN PROPERTY MAINTENANCE – ZONES 32-42

Zone #	Location / Zone Name	Size	Amenities Subject to Maintenance*	Maintenance Service Category/ies*	Frequency/ies*
D 32.	Trailside Park ("TP")	4 Acres	Bench	Q.1.ii.	Weekly
D 33.	Sunshine Ranches Equestrian Park ("SREP")	20 Acres	Restroom, Picnic Pavilion, Playground, Equestrian Rings (2), Parking Lot, 5416 Linear Ft. of Vinyl Fencing, Sidewalks	Q.1. and Q. 2. (ALL)	Daily / Weekly / Monthly
D 34.	Calusa Corners Park ("CCP")	12 Acres	1800 Linear Ft. of Vinyl Fencing ² Other amenities to be added: Picnic Pavilion, Playground, Parking	Q.1.ii; Q.2.ii, as applicable ¹ .	Daily / Weekly / Monthly
D 35.a.	Southwest Meadows Sanctuary Park ("SWMSP")	25.5 Acres	Fencing ³ Other amenities planned	Q.2.iii.	Weekly
D 35.b.	Southwest Meadows Sanctuary Park Landscape Area ("SWMSP-LS")	1 Acre	Not applicable (Included solely for continuity of Zones/locations context)		
D 36.a.	Rolling Oaks Park ("ROP")	45.5 Acres	Community Room, Meeting Room, Restroom, Parking Lot, 2950 Linear Ft. of Vinyl Fencing	Q.1. and Q. 2., as applicable.	Daily / Weekly / Monthly
D 36.b.	Rolling Oaks Park Butterfly Garden ("ROP-BG")	1 Acre	Fitness Circuit	Q.1.ii. and Q. 2. (ALL), as applicable.	Daily / Weekly
D 37.	Frontier Trails Park ("FTP")	30 Acres	Fencing ³ Other amenities planned	Q.2.iii. inspection and reporting	Weekly
D 38.	Town Hall ("TH")	< 2 Acres	⁴ Approx. 10,000 Sq. Ft. Administrative Office Building w/ Meeting Chambers, Parking Lot, Sidewalks	Q.1. and Q. 2., as applicable, if added to schedule	As needed
D 39.	Public Safety Facility ("PSF")	< 1 Acre	⁴ Modular and permanent buildings, Parking Lot, Sidewalks	Q.1. and Q. 2., as applicable, if added to schedule	As needed
D 40.	Stirling Rd. at SW 185 Way "pocket park" ("PP")	1.6 Acres	Fencing No other amenities planned at this time	Q.2.iii. inspection and reporting	Weekly
D 41.	Country Estates Park ("CEP")	16 Acres	Restroom, Picnic Pavilion, Playground, Parking Lot, Sidewalks	Q.1. and Q. 2., as applicable.	Daily / Weekly / Monthly
D 42.	Broadwing Building ("BWB")	1.77 Acres	⁴ Storage building and fencing	Q.1. and Q. 2., as applicable, if added to schedule	Monthly

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

¹ As applicable, based on Maintenance Service Categories needed for amenities on site

² Probable future addition to Contract.

As applicable, based on Maintenance Service Categories needed for amenities planned when added due to completion of construction and opening of facility to public use.

³ Possible future addition to Contract.

As applicable based on Maintenance Service Categories needed for amenities on site; if added due to completion of construction and opening of facility to public use.

⁴ Potential for future addition to contract. As applicable based on Maintenance Service Categories needed for amenities on site; if added to Contract.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

MAINTENANCE FREQUENCIES*

Item #	Maintenance Service Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
<u>General Town Property Maintenance</u>													
Q/ 1. i.	Interior Maintenance	Daily/Weekly/Monthly											
Q/ 1. ii.	Exterior Maintenance	Daily/Weekly/Monthly											
Q/ 1. iii.	Other Routine and Incidental Maintenance	Daily/Weekly/Monthly											
Q/ 1. iv.	Security	Daily											
<u>i. Interior Maintenance</u>													
Q/ 2. i. 1.	Restroom cleaning	Daily											
Q/ 2. i. 2.	Dispenser refilling	Daily (As Needed)											
Q/ 2. i. 3.	Empty Trash Receptacles	Daily											
Q/ 2. i. 4.	Vacuuming	Weekly, as applicable											
Q/ 2. i. 5.	Dusting	Weekly											
Q/ 2. i. 6.	Base-board Cleaning	Monthly											
Q/ 2. i. 7.	Appliance cleaning												
Q/ 2. i. 8.	Wood polishing												
Q/ 2. i. 9.	Lighting & ceiling fan cleaning												
Q/ 2. i. 10.	Supply ordering / inventory management and organization	Monthly (As Needed)											
Q/ 2. i. 11.	Floor maintenance: Damp & dry mopping	Weekly, or as needed after events											
Q/ 2. i. 12.	Floor maintenance: stripping, polishing, waxing, and/or refurbishing	Quarterly (As Needed)											
Q/ 2. i. 13.	Ceiling maintenance and tile replacement,	As Needed											
Q/ 2. i. 14.	Drywall repairs	As Needed											
Q/ 2. i. 15.	Unclog Drains	As Needed											
*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.													

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

		MAINTENANCE FREQUENCIES*											
Item #	Maintenance Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
<u>ii. Exterior Maintenance</u>													
Q/ 2. ii. 1.	Recreational Equipment Maint. and Reporting	Daily/Weekly											
Q/ 2. ii. 2.	Drinking Fountains Cleaning	Weekly											
Q/ 2. ii. 3.	Coordination of waste removal	Weekly											
Q/ 2. ii. 4.	Grounds Cleaning	Weekly (As Needed)											
Q/ 2. ii. 5.	Sidewalk and Parking Lot Sweeping and Cleaning	Weekly (As Needed)											
Q/ 2. ii. 6.	EQ Rings/Trails Maint.	Bimonthly											
Q/ 2. ii. 7.	Pressure Cleaning of Site Structures and Furnishings	Quarterly (As Needed)											
Q/ 2. ii. 8.	Shade Structures								As Needed				
Q/ 2. ii. 9.	Cement, Brick Paver Cleaning & Sealing	Quarterly (As Needed)											
Q/ 2. ii. 10.	Screen and Fenced Enclosure Cleaning	Quarterly (As Needed)											
Q/ 2. ii. 11.	Parking Lot Striping and Bumper Painting	As Needed											
Q/ 2. ii. 12.	Emergency Board Up	As Needed											
Q/ 2. ii. 13.	Large Debris Haul Away	As Needed											
Q/ 2. ii. 14.	Window Replacement	As Needed											
*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.													

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

MAINTENANCE FREQUENCIES*														
Item #	Maintenance Category	Jan	Feb	Mar		Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
iii. Other Routine And Incidental Maintenance														
Q/ 2. iii. 1.	Facility Inspections													
	Damage / Vandalism / Graffiti Reporting / Repair													
Q/ 2. iii. 2.	Recycling Program Establishment and Management													
Q/ 2. iii. 3.	Lighting Maintenance													
Q/ 2. iii. 4.	Vent Cleaning													
Q/ 2. iii. 5.	Window Washing													
Q/ 2. iii. 6.	A/C Filter Replacement													
Q/ 2. iii. 7.	Pre Party & Event Setup													
Q/ 2. iii. 8.	Private Party & Town Event Clean-up													
Q/ 2. iii. 9.	Bulletin Board Maint. / Notice Posting													
Q/ 2. iii. 10.	Storm Clean up													
Q/ 2. iii. 11.	24/7 Emergency Services													
Q/ 2. iii. 12.	Installation, removal, assembly and disassembly of site furnishings and appliances													
Q/ 2. iii. 13.	Construction Clean-up													
Q/ 2. iii. 14.	Repair / Handyman / Carpentry													
Q/ 2. iii. 15.	Painting													
Q/ 2. iii. 16.														
*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.														

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):

PARKS AND OTHER FACILITIES MAINTENANCE

Service Category	Location / Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per “Maintenance Frequencies” sheets)
D	32	Trailside Park – 4 acres	\$	\$
D	33	Sunshine Ranches Equestrian Park – 20 acres	\$	\$
D	34	Calusa Corners Park – 12 acres	\$	\$
D	35. a.	Southwest Meadows Sanctuary Park – 24.5 acres	\$	\$
D	35. b.	Southwest Meadows Sanctuary Park Landscape bed Maintenance – 1 acre	\$	\$
D	36. a.	Rolling Oaks Park – 44.5 acres	\$	\$
D	36. b.	Rolling Oaks Park Butterfly Garden Maintenance – 1 acre	\$	\$
D	37	Frontier Trails Park – 30 acres	\$	\$
D	38	Town Hall – landscape bed maintenance and immediately surrounding area only <.10 acre	\$	\$
D	39	Public Safety Facility – <1 acre	\$	\$
D	40	Stirling Rd. at SW 185 th Way “pocket park” – 1.6 acres	\$	\$
D	41	Country Estates Park – 16 acres	\$	\$
D	42	Broadwing Building – 1.7 acres	\$	\$

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

¹ As applicable, based on Maintenance needed for amenities on site

² Probable future addition to Contract.

³ Possible future addition to Contract.

⁴ Potential for future addition to contract.

GRAND TOTAL – MAINTENANCE PROPOSAL: PRICE LIST BY
ZONE (BASE PROPOSAL):

\$

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES):

PARKS AND OTHER FACILITIES MAINTENANCE

Item #	Maintenance Service Category	Unit (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	Unit Price
General Town Property Maintenance			
	Security		\$
Q/ 1. iv.	Security		\$
Interior Maintenance			
Q/ 2. i. 12.	Floor maintenance: stripping, polishing, waxing, and/or refurbishing		\$
Q/ 2. i. 13.	Ceiling maintenance and tile replacement,	Per Proposal	
Q/ 2. i. 14.	Drywall repairs	Per Proposal	
Q/ 2. i. 15.	Unclog Drains	Per Proposal	
Exterior Maintenance			
Q/ 2. ii. 6.	EQ Rings/Trails Maint.		\$
Q/ 2. ii. 7.	Pressure Cleaning of Site Structures and Furnishings		\$
Q/ 2. ii. 8.	Shade Structures		\$
Q/ 2. ii. 9.	Cement, Brick Paver Cleaning & Sealing	Per Proposal	
Q/ 2. ii. 10.	Screen and Fenced Enclosure Cleaning	Per Proposal	
Q/ 2. ii. 11.	Parking Lot Striping and Bumper Painting	Per Proposal	
Q/ 2. ii. 12.	Emergency Board Up	Per Proposal	
Q/ 2. ii. 13.	Large Debris Haul Away	Per Proposal	
Q/ 2. ii. 14.	Window Replacement	Per Proposal	

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES):
PARKS AND OTHER FACILITIES MAINTENANCE

iii. Other Routine And Incidental Maintenance			
Q/ 2. iii. 2.	Damage / Vandalism /Graffiti Reporting / Repair		\$
Q/ 2. iii. 8.	Pre Party & Event Setup		\$
Q/ 2. iii. 9.	Private Party & Town Event Clean-up		\$
Q/ 2. iii. 11.	Storm Clean up		\$
Q/ 2. iii. 12.	24/7 Emergency Services		\$
Q/ 2. iii. 13.	Installation, removal, assembly and disassembly of site furnishings and appliances	Per Proposal	
Q/ 2. iii. 14.	Construction Clean-up	Per Proposal	
Q/ 2. iii. 15.	Repair / Handyman / Carpentry	Per Proposal	
Q/ 2. iii. 16.	Painting	Per Proposal	
MISCELLANEOUS CODE ENFORCEMENT SERVICES			
	Debris Removal:	Per Proposal	
	Boarding Service:	Per Proposal	
	Pool Fill-In:	Per Proposal	

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, etc., to perform Town Wide Facilities Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

OTHER REQUIRED SIGNATURES AND SUBMITTALS

Proposers are required to complete, provide and/or execute the documents in this section. Response to the Required Signatures and Submittals will be utilized as part of the Town's overall proposal evaluation and contract selection procedure.

PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal to the Town, Proposer shall furnish to the Town a Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

CONTRACTOR QUALIFICATIONS

Evidence that the Proposer holds appropriate licenses to perform the work subject of this Proposal, and as required by Florida Statutes and Local law, must be submitted along with Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All work to comply with current A.N.S.I. Standards. Additionally, each member of Contractor's proposed personnel shall be trained in the work practices necessary to perform his/her job. The Contractor shall assure that its employees are instructed in the known potential hazards related to his/her job and the processes and applicable provisions of any emergency action plan required. The contractor shall document that each of its employees has received and understood the training required by this paragraph. The contractor shall prepare and maintain records which contain the identity of each of its employees serving this contract, dates of training, and the means used to verify that the employee understood the training. The contractor shall assure that each of its employees follows the safety rules and safe work practices set forth by OSHA for the working environments comprising this contract.

The Contractor's Site Supervisor must be able to

- Demonstrate knowledge of how to evaluate building structures, exteriors, and permanent interiors.
- Demonstrate ability to manage service/repair requests, maintenance, and needs of the Town's Facilities.
- Demonstrate ability to evaluate site furnishings and equipment performance.
- Demonstrate ability to manage the maintenance and cleaning of site furnishings and equipment.

PROFESSIONAL ORGANIZATIONS

1. In accordance with the evaluation factors set forth at section 10.3, preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:
 - A. Membership in International Facility Management Association (IFMA)
 - B. Membership in National Recreation and Park Association (NRPA)
 - C. Membership in Florida Recreation and Park Association (FRPA)
 - D. Certification: Certified Playground Safety Inspector issued by the National Recreation and Park Association
 - E. Certification: Certified Outdoor Play Inspector issued by the National Program for Playground Safety
 - F. Certification: Facility Management Professional issued by the International Facility Management Association (IFMA).
 - G. Certification: Certified Facility Manager issued by the International Facility Management Association (IFMA).
 - H. Certification: Sustainability Facility Professional issued by the International Facility Management Association (IFMA).

CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

DRUG FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. Preference shall be given to businesses with drug-free workplace programs in accordance with the Town's Procurement Code. 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 Proposal 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 Proposal, 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.
- 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, by any employee who is so convicted.
- 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.

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, F.S. for thirty six (36) months from the date of being placed on the convicted Contractor list".

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

**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 _____

By _____ for _____

whose business address is _____

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

(IF the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)

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 Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and 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). Any 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 prime 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 thirty six (36) months shall be considered an affiliate.

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 Proposals or applies to Proposal 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

_____ 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.

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ Or Produced Identification _____

(Type of Identification)

Notary Public - State of _____ My Commission Expires _____

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

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

NON-COLLUSIVE AFFIDAVIT

State of _____)

) ss.

County of _____)

_____ being first duly sworn deposes and says
that:

- 1 He/She is the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the Proposer that has submitted the
attached Proposal;
- 2 He/She is fully informed respecting the preparation and contents of the attached Proposal and
of all pertinent circumstances respecting such Proposal;
- 3 Such Proposal is genuine and is not a collusive or sham Proposal;
- 4 Neither the said Proposer 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 Proposer, firm, or person to submit a
collusive or sham Proposal in connection with the Work for which the attached Proposal has
been submitted; or to refrain from proposing in connection with such Work; or have in any
manner, directly or indirectly, sought by agreement or collusion, or communication, or
conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of
the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the
Proposal price or the Proposal price of any other Proposer, 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 Proposal are fair and proper and are not tainted by
any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or
any other of its agents, representatives, owners, employees or parties in interest, including
this affiant.

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

My Commission Expires _____

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

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of _____)

) ss.

County of _____)

I HEREBY CERTIFY that _____, as Principal or
Owner of

_____, is hereby authorized to execute the Proposal dated, _____ 20
(Company name)

to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be
the

official act and deed of _____.
(Company name)

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20

Secretary:

(SEAL)

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)
) ss.
County of _____)

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 _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, _____ 20_____, 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 _____ day of _____, 20 _____.

Secretary:
(SEAL)

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)
County of _____) ss.

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ a partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this____, day of _____, 20_____.

Secretary:

(SEAL)

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
County of _____) ss.

I HEREBY CERTIFY that a meeting of the Principals of the _____

_____ a corporation existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

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

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

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

Secretary:

(SEAL)

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

PROPOSER QUALIFICATION

List Number of Irrigation Maintenance Contracts in excess of Fifty Thousand Dollars (\$50,000) per year in the past five (5) years.

Project Name: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

GOVERNMENTAL CONTACT INFORMATION

List any Governmental or Quasi-governmental Agencies for which the Proposer has done business within the past five (5) years.

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

SUBCONTRACTORS

List all Subcontractors to be used on this project if the Proposer is awarded a contract.

**CLASSIFICATION
OF WORK**

**NAME, ADDRESS, PHONE
OF SUBCONTRACTORS**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

PROPOSED MANAGEMENT PLAN

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

PROPOSER DISCLOSURE OF LITIGATION HISTORY

The Proposer's response to this questionnaire will be utilized as part of the Town's overall Proposal Evaluation and Contractor selection.

List all cases where Proposer has been a party to litigation or arbitration (or other binding dispute resolution procedure), whether plaintiff or defendant (petitioner or respondent), within the past five (5) years including case name, case number, jurisdiction, whether case has been resolved or is still pending, and a brief description of the nature of the case.

Case Name: _____

Case Number: _____

Jurisdiction: _____

Plaintiff: _____

Defendant: _____

Case Status: Resolved _____ Pending _____

Brief description of nature of case: _____

Case Name: _____

Case Number: _____

Jurisdiction: _____

Plaintiff: _____

Defendant: _____

Case Status: Resolved _____ Pending _____

Brief description of nature of case: _____

Case Name: _____

Case Number: _____

Jurisdiction: _____

Plaintiff: _____

Defendant: _____

Case Status: Resolved _____ Pending _____

Brief description of nature of case: _____

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

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) be indicated below and this form returned to:

Juanita Romance, Procurements and Special Projects
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: jromance@southwestranches.org

REASONS

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

Explanation: _____

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: _____

ATTACHMENTS AND EXHIBITS:

ATTACHMENT "A" – AGREEMENT FORM – TO BE EXECUTED AFTER AWARD OF CONTRACT

EXHIBITS - AERIALS

AGREEMENT FORM
(Exhibit "A" To Request for Proposals)

TOWN OF SOUTHWEST RANCHES REQUEST FOR PROPOSALS NO: 14-014

September 17, 2014

THIS IS AN AGREEMENT ("Agreement") made and entered into on this ____ day of _____ 201_ by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and _____ (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to select a contractor for the purpose of **Town-Wide Facilities Maintenance Services ("Project")**; and

WHEREAS, the Town advertised a Request for Proposals, RFP No. 14-014 on September 17, 2014 ("RFP"); and

WHEREAS, __ proposals were received by the TOWN on _____, 201_; and

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

WHEREAS, the proposal submitted to the Town by Contractor is attached to this Agreement as Exhibit "A-1" and made a part hereof.

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

- 1. CONTRACT DOCUMENTS/SCOPE OF WORK:** The Contract Documents consist of the following documents: Request for Proposals #14-014 (attached herein as Composite Exhibit "B," hereinafter interchangeably referred to as the "Scope of Services," "Services," or "Work" unless otherwise specified), which is incorporated herein by reference and shall be completely integrated and construed as being a specific part of this Agreement, Contractor's Proposal (Exhibit "A-1"), this Agreement and any written modifications hereto. In the case of a conflict in the Contract Documents, those requiring the more stringent performance by Contractor shall govern. The Contractor shall provide Town-wide Facilities Maintenance Services for the term of this Agreement, and any approved extensions thereto (as set forth in Section 24 of the RFP). The Work includes but is not limited to the following: furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described and detailed in, or reasonably inferable from, the Contract Documents. Refer also to SCOPE OF SERVICES / SPECIFICATIONS, Sections A-R of the RFP. All Work rendered pursuant to this Agreement by Contractor shall be performed in strict 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 and/or best management 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.
- 2. LICENSING/PERMITS:** Contractor represents that it will maintain at all times during the progress of any Work and any warranty period, all licenses, certificates of competency or other documents required by the Scope of Services evidencing compliance with licensure requirements necessary to practice his profession as required by Florida law, Broward County, and the Town's Code.
- 3. INSURANCE:** Contractor shall procure and maintain at all times during the performance of this Agreement, including any approved extensions thereof, all insurance coverages required by, and in the manner specified in, Section 9 of the RFP.

4. INDEMNIFICATION: Contractor's indemnification obligations are set forth in Section 16 of the RFP. Contractor further agrees that in claims against any person indemnified hereunder by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations hereunder shall not be limited by a limitation on amount or type or amount of damages, compensation or benefits payable under worker's compensation acts, disability benefits acts, or other employee benefits acts. The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligent or intentional act or omission of Contractor or any one of its employees, contractors or agents.

5. CHANGES TO SCOPE OF WORK: The Town shall not accept any change orders from the Contractor for the Project unless approved in writing by the Town. By executing this Agreement, Contractor specifically acknowledges that Contractor has performed its due diligence and will perform the Work for the prices stated in Contractor's Proposal attached hereto, for the term of this Agreement, and any approved extensions thereof.

6. COMPENSATION & METHOD OF PAYMENT

- .1 The amount of compensation payable by the Town to Contractor shall be based upon the rates and schedules (interchangeably referred to as the "Contract Price" or "Agreement Sum") as set forth in Composite Exhibit "B" which amount shall be accepted by Contractor as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by Contractor that these amounts are the maximum payable and constitute a limitation upon Town's obligation to compensate Contractor for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- .2 The initial rates and schedules have been adopted by the Town Council as part of the Resolution enacting this Agreement. The Town Council, at its own discretion, may increase the rate by subsequent Resolution.
- .3 Town shall pay Contractor in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Administrator, for failure of Contractor to comply with a term, condition or requirement of this Agreement.
- .4 Town shall not be liable for any cost increases or escalation associated with labor, materials, including but not limited to petroleum, that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined herein as the Agreement Sum, 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 Agreement Sum 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.
- .5 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Contractor to Town, and (b) verification by Town that the Work has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.

- .6 Notwithstanding any provision of this Agreement to the contrary, the Town Administrator may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Contractor which has not been remedied or resolved in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town.
- .7 Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the contract.
- .8 In case of default by Contractor, Town may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned or incurred thereby.

7. ASSIGNMENT: Refer to Section 19 of the RFP. No assignment of this Agreement or of the Work hereunder by Contractor shall be valid without the express written consent of the Town Administrator, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator.

8. WARRANTIES: Contractor warrants to the Town that all materials, supplies, equipment and Work under this Agreement will be of good quality, free from faults and defects and in conformance with the Contract Documents.

9. CONTRACTOR'S RESPONSIBILITY FOR SAFETY AND TO PROTECT WORK: 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. Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for through the issuance of a change order to this Agreement.

10. DEFECTIVE WORK: Contractor shall promptly correct or remove, at its sole expense, any defective Work and replace it with non-defective Work. Contractor shall pay all direct, indirect, and consequential costs of such removal or correction.

11. DEFAULT/TERMINATION FOR CAUSE: Refer to Section 22 of the RFP.

- 11.1. In addition, the occurrence of any one or more of the following events will justify Town's termination of Contractor for cause:

- .1 Contractor's performance of defective work or persistent failure to perform the Work in strict accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
 - .2 Contractor's disregard of Laws or Regulations of any public body having jurisdiction state or federal laws;
 - .3 Violation of Town's policies and procedures, including Contractor's disregard of the authority of the Town, including the Contract Manager;
 - .4 Contractor's violation of any provisions of the Contract Documents;
 - .5 Contractor's Abandonment of the Work;
 - .6 Contractor's insolvency, bankruptcy, or assignment for the benefit of creditors.
- 11.2. If one or more of the events identified in paragraph 11.1 occur, Town may, after giving Contractor thirty (30) days written notice, terminate the services of Contractor.
- 11.3 Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.
- 11.4 If, after notice of termination of Contractor's right to proceed, it is found that Contractor was not in default or that sufficient grounds for termination for cause did not exist, the termination shall be deemed automatically converted to one for convenience, and the rights and obligations of the Town and Contractor shall be the same as if the notice of termination were issued pursuant to Section 12 below.

12. TERMINATION FOR CONVENIENCE: Refer to Section 22.2 of the RFP.

12.1. The Agreement may be terminated for convenience in writing by the Town, without cause and without prejudice to any other right or remedy of Town, upon thirty (30) days written notice to Contractor of its intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid (without duplication of any items) for:

- .1 Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work, provided however, that Contractor must first provide Town with sufficient back-up documentation for such Work;
 - .2 Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents, plus fair and reasonable sums for overhead and profit on such expenses;
- 12.2 Under no circumstances shall payment include, or Town be liable for, lost or anticipated profit for Work or services not performed, nor for indirect, special or consequential damages of any kind.

13. INTERPRETATION:

13.1. Entire Agreement. This Agreement, including the Contract Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof. No other agreements, oral or written, pertaining to the Work to be performed under this Agreement exist between the parties. This Agreement may be modified only by a written change order signed by both parties.

13.2. Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the State of Florida.

14. ATTORNEYS' FEES AND COSTS: If any party to this Agreement brings a cause of action against the other party arising from or relating to this Agreement the prevailing party in such proceeding shall be entitled to recover reasonable attorney's fees, experts fees, and court costs (at both the trial and appellate levels).

15. CONTRACTOR'S PERFORMANCE:

15.1 Contractor shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Administrator, which shall be in his sole and absolute discretion. If subcontractors are to be used during the term of this Agreement, a list of such subcontractors shall be provided to the Town Administrator, subject to his approval.

15.2 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 legally employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to TOWN any and all documentation, certifications, authorizations, licenses, permits, or registrations 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. Contractor represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

15.3 Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

16. DISPUTE RESOLUTION: Refer to Section 11 of the RFP.

16.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the Town Administrator or his designee shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of 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 Contract Documents and such decisions of all claims, questions, difficulties and disputes shall be final and binding, subject to judicial resolution.

16.2. During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.

16.3. In the event the determination of a dispute under this Section 16 is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Contractor and Town hereby waive any rights to a trial by jury.

17. AUDIT OF PROJECT 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 the later of three (3) years after termination or expiration 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 the three (3) year period, whichever is later, 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.

18. DIFFERING SITE CONDITIONS: In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the aforesaid conditions. Contract Manager shall investigate the site conditions identified by

Contractor. If, in the sole opinion of Contract Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination in accordance with the provisions of Section 16 above. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

19. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES:

19.1. Town does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility prior to commencement of any Work to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Work. No additional payment will be made to the Contractor because of discrepancies in actual and planned location of utilities, and additional costs suffered as a result thereof.

19.2. The Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

19.3. The Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.

19.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The Town reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

19.5. The foregoing provisions of this Section 19 relating to costs and/or delays incurred by Contractor due to underground structures and utilities are subject to Section 19 above; provided however, that under no circumstances shall Contractor be entitled to an equitable adjustment in compensation where Contractor knew or could have discovered through the exercise of due diligence, the existence and/or location of such underground structures and utilities.

20. NOTIFICATION OF CLAIM FOR CHANGE OF CONTRACT PRICE OR DAMAGES:

Any claim for a change in compensation or for damages shall be made by written notice by Contractor to the Contract Manager within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Contractor of the claim and the notice shall state the general nature and cause of the claim.

Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Manager (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Manager and Contractor cannot resolve a claim as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Manager, then Contractor shall submit the claim to Town Administrator within ten (10) calendar days from the date of impasse in accordance with Section 16 above. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

21. NOTICES: Whenever either party desires to give notice to 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 the 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, J.D.
Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1700
Fort Lauderdale, Florida 33301

If to Contractor:

22. GOVERNING LAW AND VENUE: Refer to Section 21 of the RFP.

23. SEVERABILITY: Refer to Section 25 of the RFP.

24. 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 the Florida Statutes, as now worded or as may hereafter be amended, and all Florida case law interpreting same.

25. 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. In the event the funds to finance the Work under this Agreement become unavailable, 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 paragraph, 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 shall automatically be deemed converted to a termination for convenience and Contractor shall be paid solely in accordance with Section 13 above.

26. PUBLIC RECORDS: The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate cancellation and/or termination of this Agreement by Town. 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 proposal process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

27. 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 a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following 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.

28. 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 or remedies 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 or in equity.

29. 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.

30. 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.

31. CHAPTER 558, FLORIDA STATUTES, NOT APPLICABLE. The parties understand and agree that Chapter 558, Florida Statutes, does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558, Florida Statutes.

32. MISCELLANEOUS:

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. 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.
- C. 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 paragraph C of Section 32.

- D. 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 Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- E. **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 or continuing waiver of the terms of this Agreement.
- F. **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 over the other.
- G. **Drug-Free Workplace.** Contractor agrees that it shall maintain a drug-free workplace as set forth in the RFP.
- H. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- I. **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.
- J. **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.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2014.

WITNESSES:

CONTRACTOR:

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

TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor

____ day of _____ 201__

By: _____
Andrew D. Berns, Town Administrator


____ day of _____ 201__

ATTEST:

Russell Muñiz, MMC, Town Clerk

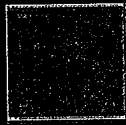
APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

An aerial photograph showing a park area. A winding path or road cuts through a dark, wooded area. To the left of the path, there are some buildings and a parking lot. The image is high-contrast and grainy. A white rectangular box is overlaid on the right side of the image, containing text.

**SW 185th Way "Pocket Park
(at Stirling Road Right of Way)**

Broadwing Building



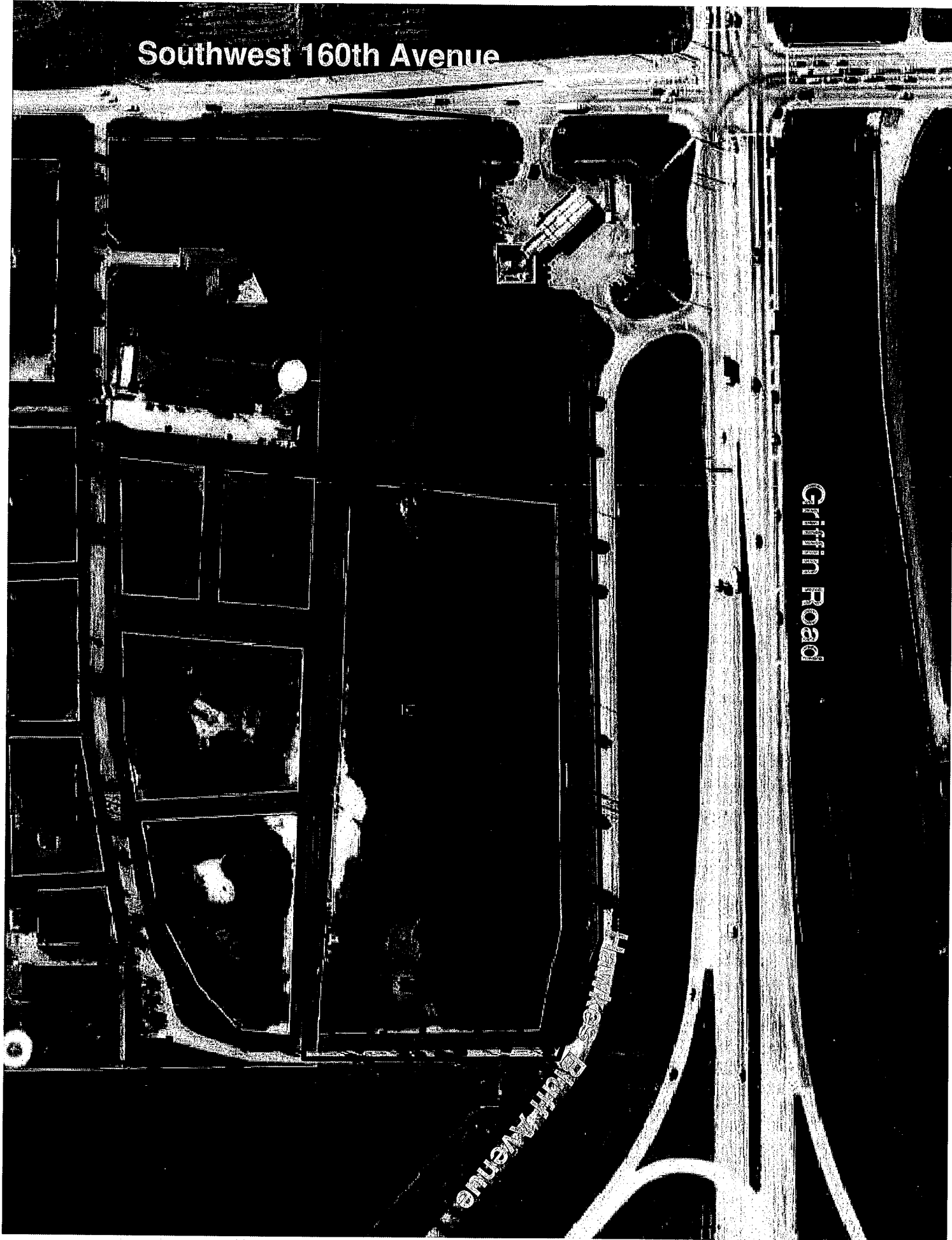
Highlighted area = maintenance

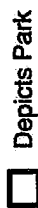


Southwest 160th Avenue

Griffin Road

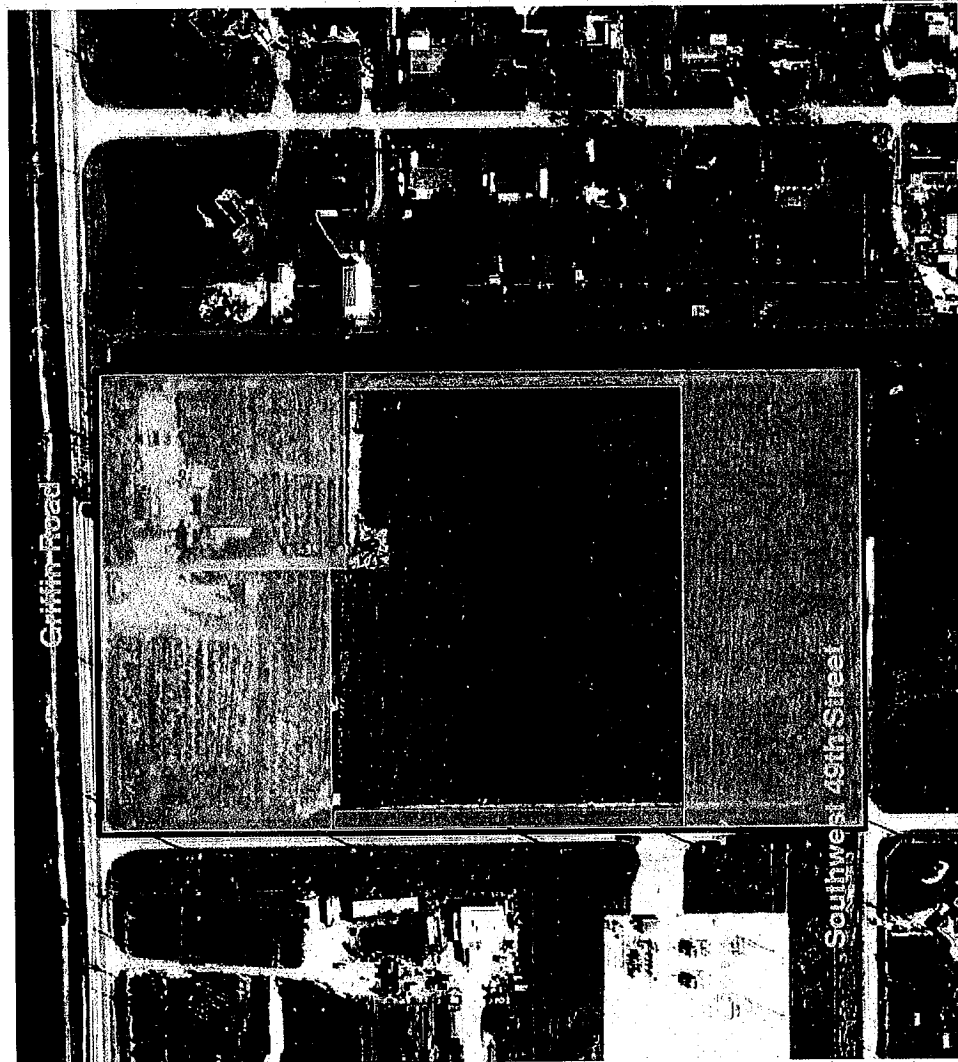
Henriksen Blvd Avenue





Depicts Park

highlighted area = maintenance areas

[illegible]

COUNTRY ESTATES FISHING HOLE
18900 Griffin Road
South West Ranches, FL 33331

SEARCHING FOR THE BEST RANCHES

APPROVED BY:

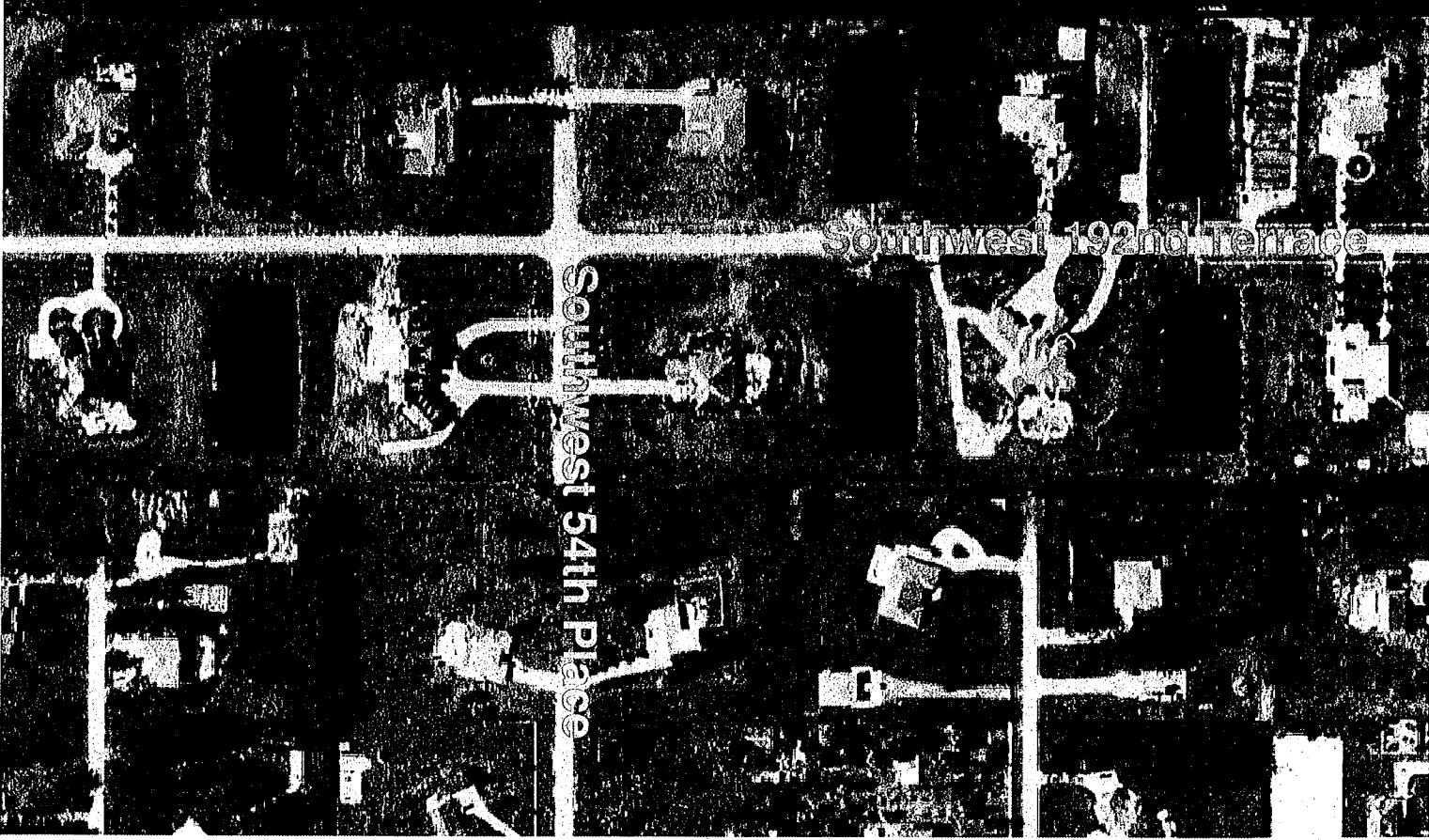
Abstract:

R. J. Behar & Company, Inc.

6851 S.W. 186TH AVENUE, SUITE 302
PACERDIE PAPER, FLORIDA 33323
(804) 680-7771 • FAX (804) 680-7781



Southwest 195th Terrace



Southwest 192nd Terrace

Southwest 54th Place

An aerial photograph of a residential property. A large, light-colored house with a dark roof is visible in the lower right. A wide driveway leads from the bottom left towards the house. The surrounding area is filled with trees and vegetation. The image is high-contrast, with deep blacks and bright whites.

Southwest 172nd Avenue

An aerial photograph of a city block, oriented horizontally. The image is in black and white, with high contrast. A street runs vertically through the center of the image, labeled "Southwest 58th Street". At the bottom of the image, a horizontal street is labeled "Southwest 172nd Avenue". The block is divided into several rectangular lots. On the left side of the vertical street, there are several small, dark rectangular structures, possibly houses or small buildings. On the right side, there are larger, more complex structures, including what appears to be a large, light-colored rectangular building in the upper right corner. The overall image quality is poor, with significant noise and artifacts, suggesting it might be a scan of a film or a low-quality photocopy.

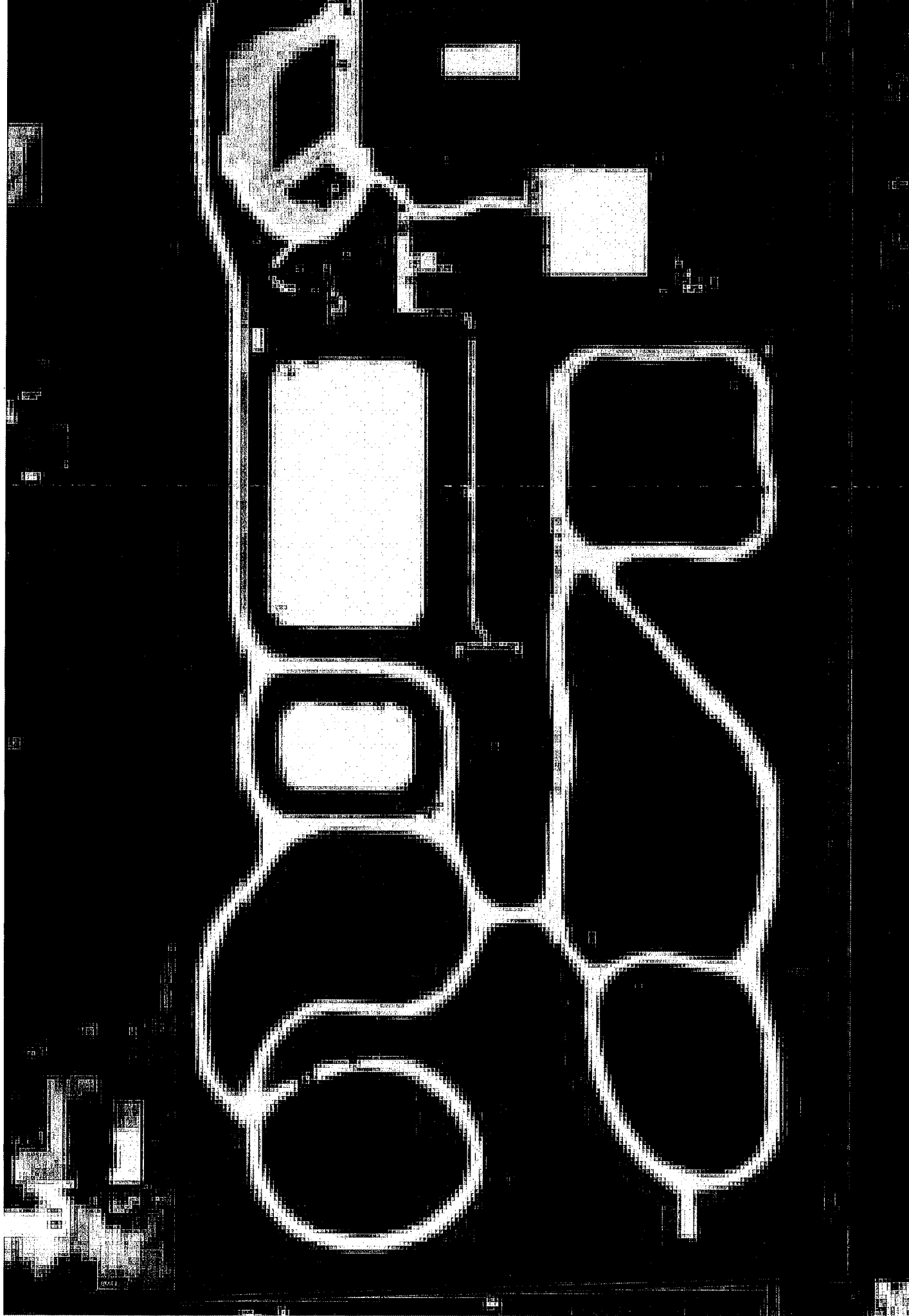
Southwest 58th Street

Southwest 172nd Avenue

Southwest 163rd Avenue

Griffin Road

Southwest 160th Avenue

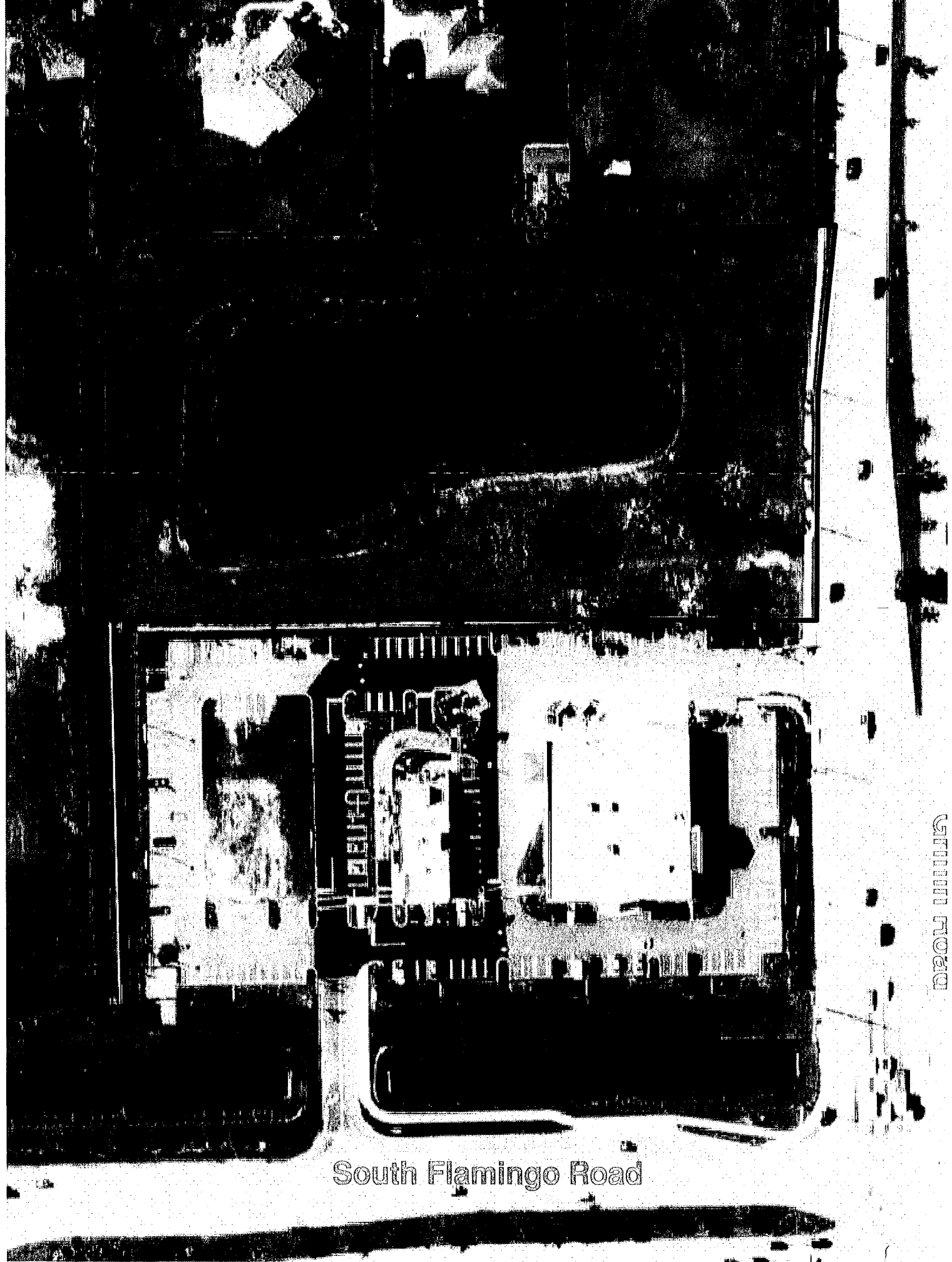




Southwest Ranches Town Hall

13400 Griffin Road

Southwest Ranches, FL 33330



South Flamingo Road

UTIIII NOCU



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: Russell Muñoz, Assistant Town Administrator/Town Clerk
DATE: 11/9/2017
SUBJECT: Opposition to I-75 Interchange Improvements

Recommendation

Council consideration for a motion to approve the resolution.

Strategic Priorities

D. Improved Infrastructure

E. Cultivate a Vibrant Community

Background

The Florida Department of Transportation plans to improve the Interstate 75 interchange at Griffin Road. The proposed improvement includes widening the ramp from northbound I-75 to westbound Griffin Road to two lanes, widening the ramp from northbound I-75 to eastbound Griffin Road to two lanes near the intersection, widening the I-75 northbound on-ramp to two lanes, installing a sidewalk on the north side of Griffin Road between Weston Rd and SW 148th Avenue, installing signage and markings for bike lanes on both sides of Griffin Road between Weston Rd and SW 148th Avenue, installing a new traffic signal on the east side of the Griffin Rd/I-75 Interchange and bringing all the northbound I-75 off/on ramp movements to the signal, and installing a dual left turn lane for eastbound Griffin Road to northbound I-75.

The project is expected to begin construction in 2019. The Town Council believes this interchange does not warrant improvement. However, the Town Council does support improvements to the Weston Road bridge and believes widening the bridge will alleviate traffic

problems.

The Town of Southwest Ranches would like to make it adamantly clear that it opposes any efforts by the Florida Department of Transportation to improve the Interstate 75 interchange at Griffin Road.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muñoz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Opposition to I75 Interchange Mod Reso - TA Approved	11/7/2017	Resolution

RESOLUTION NO. 2018-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, OPPOSING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S CURRENT PLAN TO INSTALL A TRAFFIC SIGNAL AS PART OF THE IMPROVEMENTS PLANNED FOR THE INTERSTATE 75 (I-75) INTERCHANGE AT GRIFFIN ROAD; REQUESTING THAT A COPY OF THIS RESOLUTION BE SENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation is considering plans to modify the Interstate 75 interchange at Griffin Road; and

WHEREAS, the proposed modification includes re-aligning the northbound ramps and installing a new traffic signal on Griffin Road, widening the ramps to two lanes, widening along Griffin Road to provide bicycle lanes on both sides and sidewalk on the north side between SW 148th Avenue and Dykes Road, upgrading the existing drainage system, and installing a dual left turn lane for eastbound Griffin Road to northbound I-75; and

WHEREAS, the project is projected to begin construction in 2019; and

WHEREAS, the construction cost estimate for the project is approximately \$13.8 million; and

WHEREAS, the Town Council believes this interchange does not warrant a traffic signal, but supports the other interchange improvements; and

WHEREAS, the Town Council urges the Florida Department of Transportation to include widening the Weston Road bridge as part of these scheduled improvements; and

WHEREAS, the Town of Southwest Ranches requests that the Florida Department of Transportation review all options before moving forward on such a costly expenditure that is not supported by the neighboring community.

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 opposes the Florida Department of Transportation's current efforts to install a new traffic signal at the Interstate 75 interchange at Griffin Road.

Section 3: The Town Clerk is hereby directed to provide a copy of this Resolution to the Florida Department of Transportation District 4 Secretary, and the Broward Metropolitan Planning Organization (MPO).

Section 4: This Resolution shall take effect immediately upon its adoption.

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

Ranches, Florida, this 9th day of November, 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



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
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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: Martin Sherwood, Town Financial Administrator
DATE: 11/9/2017
SUBJECT: Witt O'Brien Disaster Debris Monitoring & Financial Recovery Assistance Services

Recommendation

Approval requested to enter into an agreement with Witt Obrien for Financial Recovery Services.

Full backup will be provided at meeting.

Strategic Priorities

A. Sound Governance

Background

The Towns existing Witt O'Brien Disaster Debris Monitoring contract does not include Financial Recovery Assistance Services. It is anticipated that these services will enable the Town to recover and receive its cost recovery expeditiously therefore minimizing the Towns interest expense upon activation of its emergency Line of Credit.

Fiscal Impact/Analysis

Disaster Debris Monitoring as well as Financial Recovery Assistance Services are an emergency FEMA eligible reimbursable expenditure pursuant to the imposed maximum allowable. The Town would be responsible for only its pro-rata share as determined by FEMA

with potential recovery sharing/participation by the State of Florida.

Staff Contact:

Martin Sherwood, Town Financial Administrator
Sandy Luongo, General Services Manager
Rich Strum, Controller

ATTACHMENTS:

Description	Upload Date	Type
Backup Notice	11/8/2017	Backup Material

Back up documentation to be provided at
Town Council Meeting.

FIRST BUDGET HEARING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 6:00 PM

September 13, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitzkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Town Administrator Andrew D. Berns

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

First Budget Hearing 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 6:03 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Administrator Comments

Town Administrator Berns spoke about the Budget Workshop held in August and indicated that direction provided at that workshop was incorporated into this budget. He explained the final fire and solid waste assessments would be considered tonight as well as the tentative millage rate and the first reading of the budget ordinance. He introduced Town Financial Administrator Sherwood who had prepared a detailed presentation explaining the finer points of these items.

4. Presentation by Finance

Town Financial Administrator Sherwood's presentation explained the methodology justifying the proposed Fiscal Year 2018 Fire Assessment rate of \$518.49 for residential and the various square footage rates based on usage categories. The presentation also revealed the proposed Solid Waste Assessment rates which ranged from \$455.44 to \$683.60 depending upon lot sizes. The presentation also indicated that the proposed millage of 4.4629, including the millage associated with TSDOR, remained unchanged from Fiscal Year 2017. Lastly, the presentation highlighted some of the most important projects contained within the proposed Fiscal Year 2018 budget which was \$12,153,859.

Millage Rate and Budget Hearing

Resolutions

5. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FINAL FIRE SERVICES ASSESSMENT RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FISCAL YEAR 2017-2018 COMMENCING OCTOBER 1, 2017; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; INCORPORATING THE FIRE PROTECTION ASSESSMENT REPORT; PROVIDING FOR LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE RATE OF ASSESSMENT; DIRECTING THE PREPARATION

OF A FINAL ASSESSMENT ROLL; PROVIDING FOR A DISABLED VETERANS EXEMPTION; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder 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 RESOLUTION.

6. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FY 2017-2018 COMMENCING OCTOBER 1, 2017; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder 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 RESOLUTION.

Tentative Millage Rate Resolution

7. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AND ADOPTING THE TENTATIVE MILLAGE RATE FOR TAXATION OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE 2017-2018 FISCAL YEAR, COMMENCING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Schroeder 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 RESOLUTION.

Ordinance – 1st Reading

8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2017-2018, COMMENCING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Schroeder, seconded by Vice Mayor Breitkreuz 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 ORDINANCE.

9. Adjournment - Meeting was adjourned at 7:10 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 9th day of November, 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.

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:30 PM

September 13, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitzkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Town Administrator Andrew D. Berns

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 7:39 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Public Comment

The following members of the public addressed the Town Council: John Eastman, Bob Hartmann, Newell Hollingsworth, Bill Sunday, and Debbie Green (at the conclusion of the meeting).

4. Board Reports

None were presented.

5. Council Member Comments

Council Member Schroeder thanked staff for their efforts before and after Hurricane Irma.

Vice Mayor Breitzkreuz also thanked staff for their efforts related to Hurricane Irma. He commended the way that neighbors helped each other in responding to this storm. He advised that Senator Geller had responded to him in writing regarding the assessment of the property at Griffin Road and SW 202nd Avenue. Senator Geller advised that he and Sherriff Israel reviewed the site and determined that it would not be suitable for a public safety building.

Council Member Jablonski also thanked staff for their efforts in response to Hurricane Irma. He asked that everyone be safe in clearing debris from their properties.

Mayor McKay was grateful that the storm did not do more damage. He announced that 1,960 homes in Town were initially without power and as of the meeting date 850 had been restored. He thanked Town residents for helping each other.

6. Legal Comments

Town Attorney Poliakoff believed that Town staff and Administration did a great job in response to the storm. He spoke of the power outages County wide and believed that the Town outage and restoration ratios were similar to other areas of the County. He indicated that he had reached out to FP&L and they agreed to have a workshop with Town staff to ensure a shorter

duration of power outages for our residents through various menus such as tree pruning, burying power lines, etc. He reminded residents about the dangers that could occur when power is restored and asked everyone to take the necessary precautions.

7. Administration Comments

Commended staff on their efforts in response to the storm.

Ordinance – 2nd Reading

8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE DEFINITIONS, FUTURE LAND USE ELEMENT AND TRANSPORTATION ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading June 22, 2017}

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder 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 ORDINANCE.

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT AND THE DEFINITIONS OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN BY REVISING THE DEFINITIONS AND PLAN IMPLEMENTATION PROVISIONS RELATING TO COMMUNITY FACILITIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.{Approved on First Reading June 22, 2017}

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder 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 ORDINANCE.

Ordinance – 1st Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10 ENTITLED, "DEFINITION OF TERMS" TO DEFINE THE TERM "COMPOSTING OR MULCHING OPERATION;" AMENDING ARTICLE 55, ENTITLED, "M, MANUFACTURING AND INDUSTRIAL DISTRICT" TO REVISE THE LIST OF PERMITTED, CONDITIONAL AND PROHIBITED USES, AND THE LIMITATIONS OF USES PERTAINING TO COMPOSTING, MULCHING, RECYCLING AND OTHER WASTE PROCESSING; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to be held on September 28, 2017}

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Jablonski 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 ORDINANCE.

11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS," ARTICLE 50, ENTITLED, "COMMERCIAL DISTRICTS," ARTICLE 55 ENTITLED, "M, MANUFACTURING AND INDUSTRIAL DISTRICT," ARTICLE 60 ENTITLED, "CF, COMMUNITY FACILITY DISTRICT," AND ARTICLE 65 ENTITLED, "RECREATION AND OPEN SPACE DISTRICT" TO REQUIRE THAT THE FINISHED SIDE OF FENCES FACE OUTWARD; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.{Second Reading to be held on September 28, 2017}

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder 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 ORDINANCE.

12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, SECTION 10-23, "DEFINITIONS" UNDER ARTICLE II, "TREE PRESERVATION" IN CHAPTER 10, "ENVIRONMENT," TO CHANGE THE DEFINITION OF "NUISANCE TREE"; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), SECTION 075-060, "PLANT MATERIAL" IN ARTICLE 75, "LANDSCAPING REQUIREMENTS," TO CHANGE THE LIST OF PROHIBITED PLANTS, AND TO REQUIRE REMOVAL OF SUCH PLANTS FROM CONSTRUCTION SITES PRIOR TO ISSUANCE OF A BUILDING PERMIT; AMENDING SECTION 075-110, "SINGLE-FAMILY REQUIREMENTS" TO REQUIRE REMOVAL OF PROHIBITED PLANT SPECIES FROM CONSTRUCTION SITES PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR A PRINCIPAL STRUCTURE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to be held on September 28, 2017}

The following motion was made by Council Member Schroeder, seconded by Vice Mayor Breitkreuz 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 ORDINANCE.

Resolutions

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE THIRD MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND WEEKLEY ASPHALT PAVING, INC. FOR ROADWAY REPAIR AND TRAFFIC SIGN MAINTENANCE SERVICES; APPROVING AN ADDITIONAL ONE (1) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE THIRD MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder 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 RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY TO ALLOW THE TOWN'S ENTRANCEWAY SIGNS TO BE LOCATED WITHIN BROWARD COUNTY'S RIGHT-OF-WAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Schroeder, seconded by Vice Mayor Breitkreuz 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 RESOLUTION.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF NINETY THOUSAND NINE HUNDRED AND FIVE DOLLARS AND TWENTY CENTS (\$90,905.20) WITH WILLIAMS PAVING INC. TO COMPLETE THE SW 54TH PLACE AND SW 195TH TERRACE DRAINAGE IMPROVEMENTS; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2016/2017 BUDGET FOR DRAINAGE IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE A PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Schroeder 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 RESOLUTION.

16. Approval of Minutes

- a. August 10, 2017 Special Meeting

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder 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.

The following two resolutions were “walk on” items.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING THE TOWN ADMINISTRATOR’S EXECUTION OF THE THIRD ADDENDUM TO THE AGREEMENT WITH O’BRIEN’S RESPONSE MANAGEMENT, INC., FOR DISASTER DEBRIS MONITORING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Schroeder, seconded by Vice Mayor Breitkreuz 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 RESOLUTION.

18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING THE TOWN ADMINISTRATOR’S EXECUTION OF THE THIRD MODIFICATION TO THE AGREEMENT WITH A SUPERIOR TOWING, INC., FOR POST STORM DISASTER TOWING AND WRECKING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder 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 RESOLUTION.

19. Adjournment - Meeting was adjourned at 9:14 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 9th day of November, 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.

SECOND BUDGET HEARING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 6:00 PM

September 28, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Town Administrator Andrew D. Berns

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Second Budget Hearing 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 6:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Administrator Comments

Town Administrator Berns thanked the Town Council for working collaboratively among themselves, and also with staff to make the budget process work efficiently. He read a prepared statement required by Florida Statutes outlining the components of the budget which determined the proposed millage rate.

4. Presentation by Finance

Town Financial Administrator Sherwood advised that final millage rate and the second reading of the budget ordinance needed to be adopted this evening. He presented a PowerPoint presentation which illustrated the Town's proposed millage rate of 4.4629 as being the seventh lowest in Broward County, and also presented the total proposed budget of \$17,571,147 over all funds.

Millage Rate and Budget Hearing

Resolution

5. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AND ADOPTING THE FINAL MILLAGE RATE FOR TAXATION OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE 2017-2018 FISCAL YEAR, COMMENCING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder 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 RESOLUTION.

Ordinance – 2nd Reading

6. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2017-2018, COMMENCING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading – September 13, 2017}

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

MOTION: TO APPROVE THE ORDINANCE.

7. Adjournment - Meeting was adjourned at 6:20 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 9th day of November, 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.

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

September 28, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitzkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Town Administrator Andrew D. Berns

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 7:39 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Public Comment

The following members of the public addressed the Town Council: David Kuczenski, Madison Sullivan, and Vilma Lopez.

4. Board Reports

Bob Hartmann representing the Drainage Infrastructure and Advisory Board spoke about filling in of properties. He advised that the Board voted to keep the current structure of tiers and penalties for illegal fill the same. However, the Town Engineer should be involved to help correct the deficiency and as such there should be an additional cost recovery fee assessed at the Town Administrator's discretion for the Town Engineer's time.

Debbie Green representing the School Education Advisory Board, spoke about the Town becoming a Broward Reads City. She asked that a proclamation be passed by the Town regarding this matter. Town Administrator Berns assured that a proclamation for this item would appear on an upcoming agenda. Ms. Green spoke about the upcoming 2nd Annual Mr. & Mrs. Southwest Ranches pageant on October 22nd and urged residents to submit entries.

Kathy Sullivan, representing the Rolling Oaks Civic Association, spoke about the upcoming Town wide Halloween event at the Rolling Oaks Park on Saturday October 28th.

Gay Chaples, speaking on behalf of the Southwest Ranches Historical Society indicated that the Resident Business Directory was nearing completion. The Society was accepting applications at this time.

5. Council Member Comments

Council Member Jablonski indicated that the Town just approved its Fiscal Year 2018 Budget and he was pleased with how smoothly the process went. He thanked staff for their efforts. He advised that the new Town calendars were available for sale at the front desk for \$5. He asked

Town Administrator Berns to address the Household Hazardous Waste event scheduled for October 14th. He spoke about the new PROS initiative entitled "What To Do Wednesdays" and the two classes scheduled for October 11th and October 25th at the Rolling Oaks Barn. On October 21st the Craft Show would be held, and the Mr. & Mrs. Southwest Ranches pageant was scheduled for October 22nd. He also spoke about the upcoming Town wide Halloween event at the Rolling Oaks Park on Saturday October 28th. Other events mentioned included the Hawk's Bluff Elementary Food Truck event in conjunction with the School Education Advisory Board, on November 17th and the Ride for the Ranches Car Show on November 18th.

Council Member Schroeder thanked Madison Sullivan for her offer to sing the National Anthem at the November 9th meeting. She also thanked representatives from Bergeron and Waste Pro for attending the meeting to answer any resident questions. She also recognized staff for their efforts after Hurricane Irma. Lastly, she recognized Town Financial Administrator Sherwood for his efforts on the Fiscal Year 2018 budget.

Vice Mayor Breitzkreuz thanked the representatives from Bergeron for their debris removal efforts. He also thanked representatives from Waste Pro coming out. Vice Mayor Breitzkreuz advised residents that heavier equipment was being used for debris removal and asked residents to be patient as part of this operation. He cautioned residents not to mix debris to be set out for collection as this would delay vegetative debris collection efforts. He also urged residents to register with Rapid Notify so that they can be kept up to date with emergency notifications sent out by the Town.

Mayor McKay thanked staff for their efforts after the storm. He requested that information concerning mixed debris be sent out earlier in the notification process. He spoke about the map available at Town Hall that displayed which roads had been picked up and which were still left to be completed. He also urged residents not to burn debris in their backyard as it could cause a fire hazard.

6. Legal Comments

Town Attorney Poliakoff advised that a Right of Entry agreement was being drafted by staff as required by FEMA so that debris could be collected from the curbside of private roads and qualify as a reimbursable expense. He indicated that he and his team have been preparing for trial the Pembroke Pines case on November 13th. He indicated that he and Administrator Berns met with Pembroke Pines Charles Dodge to see if any compromise could be reached and was advised by Mr. Dodge that he would get back to him. Town Attorney Poliakoff advised Council that should any sort of compromise be reached he would share with Council.

7. Administration Comments

Town Administrator Berns thanked the representatives from Waste Pro for attending and reminded everyone that service with the new provider begins on October 1st. He thanked Robert Maples and Jason Ottilage from Bergeron for attending and commended the job they were doing to this point with hurricane debris removal. He announced that the next household hazardous event was scheduled for October 14th. He thanked the Town Council and staff for their efforts in the collaborative budget process. He advised that he met with the Town's lobbyist to work on the

Town's legislative priorities for the upcoming legislative session. Mayor McKay announced that he would be attending Broward Days in Tallahassee and advised his colleagues to attend.

Ordinance – 2nd Reading

8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS," ARTICLE 50, ENTITLED, "COMMERCIAL DISTRICTS," ARTICLE 55 ENTITLED, "M, MANUFACTURING AND INDUSTRIAL DISTRICT," ARTICLE 60 ENTITLED, "CF, COMMUNITY FACILITY DISTRICT," AND ARTICLE 65 ENTITLED, "RECREATION AND OPEN SPACE DISTRICT" TO REQUIRE THAT THE FINISHED SIDE OF FENCES FACE OUTWARD; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading September 13, 2017}

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder 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 AMENDED ORDINANCE.

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, SECTION 10-23, "DEFINITIONS" UNDER ARTICLE II, "TREE PRESERVATION" IN CHAPTER 10, "ENVIRONMENT," TO CHANGE THE DEFINITION OF "NUISANCE TREE"; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), SECTION 075-060, "PLANT MATERIAL" IN ARTICLE 75, "LANDSCAPING REQUIREMENTS," TO CHANGE THE LIST OF PROHIBITED PLANTS, AND TO REQUIRE REMOVAL OF SUCH PLANTS FROM CONSTRUCTION SITES PRIOR TO ISSUANCE OF A BUILDING PERMIT; AMENDING SECTION 075-110, "SINGLE-FAMILY REQUIREMENTS" TO REQUIRE REMOVAL OF PROHIBITED PLANT SPECIES FROM CONSTRUCTION SITES PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR A PRINCIPAL STRUCTURE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading September 13, 2017}

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder 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 ORDINANCE.

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10 ENTITLED, "DEFINITION OF TERMS" TO DEFINE THE TERM "COMPOSTING OR MULCHING OPERATION;" AMENDING ARTICLE 55, ENTITLED, "M, MANUFACTURING AND INDUSTRIAL DISTRICT" TO REVISE THE LIST OF PERMITTED, CONDITIONAL AND PROHIBITED USES, AND THE LIMITATIONS OF USES PERTAINING TO COMPOSTING, MULCHING, RECYCLING AND

OTHER WASTE PROCESSING; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading September 13, 2017}

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder 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 ORDINANCE.

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH ERDMAN ANTHONY FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE STIRLING ROAD GUARDRAIL IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder 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 RESOLUTION.

12. Adjournment - Meeting was adjourned at 7:47 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 9th day of November, 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.

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

October 12, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Town Administrator Andrew D. Berns

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 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Fisikelli and passed by 4-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO EXCUSE THE ABSENCE OF COUNCIL MEMBER DENISE SCHROEDER.

3. Proclamation - Domestic Violence Awareness Month - Karlene Chung

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Fisikelli and passed by 4-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE PROCLAMATION.

4. Proclamation - Broward Reads City

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Fisikelli and passed by 4-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE PROCLAMATION.

5. Presentation - Community Wildlife Habitat and Environmental Sustainability - Rose Bechard-Butman

Mrs. Bechard-Butman spoke about the Certified Wildlife Habitat program and other sustainability issues affecting the Town of Southwest Ranches.

6. Public Comment

The following members of the public addressed the Town Council: John Eastman, David Kuczenski, and Newell Hollingsworth.

7. Board Reports

Gay Chaples, representing the Recreation, Forestry, and Natural Resources Advisory Board advised that the gazebo was being installed at Founder's Park. Speaking on behalf of the Southwest Ranches Historical Society, she indicated that the Resident Business Directory was nearing completion. The Society was accepting applications at this time.

8. Council Member Comments

Vice Mayor Breitzkreuz, responding to comments made during the Public Comments portion of the meeting supported placing a resolution at an upcoming meeting opposing FDOT's plan to make modifications to the I-75 interchange. He believed communication for future debris pickups needed to be communicated to the residents.

Council Member Jablonski asked if the Household Hazardous Waste event was still scheduled for October 14th. He advised that on October 21st the Country Roads Craft Show would be held at Sunshine Ranches Equestrian Park, and the Mr. & Mrs. Southwest Ranches pageant was scheduled for October 22nd at the Rolling Oaks Barn. He also spoke about the upcoming Town-wide Halloween event at the Rolling Oaks Park on Saturday October 28th. Other events mentioned included the Hawke's Bluff Elementary Food Truck event in conjunction with the School Education Advisory Board, on November 17th and the Ride for the Ranches Car Show on November 18th from 10 am to 3 pm. He advised that the FLOW program from the Department of Motor Vehicles had been suspended indefinitely. He asked Town Administrator Berns to look into the timing of the light at Dykes Road and Griffin Road as it seems different since it has been powered up after the storm. Lastly, he asked what the process was to fill the vacancy on the Rural Public Arts Board. Town Administrator Berns felt it prudent to wait until Council Member Schroeder was back to decide on the appointment, but he advised that an application had been received to fill the vacancy.

Mayor McKay thanked Council Member Fisikelli for his years of service on the Broward MPO. He suggested that the Town Council appoint Council Member Schroeder. Lighthearted discussion ensued about making a motion to appoint her while she was not present. It was decided to wait until the next meeting to discuss this issue with her and gain her consent for appointment to the MPO.

9. Legal Comments

Town Attorney Poliakoff advised that the trial for the lawsuit against Pembroke Pines had been postponed until December as another case was scheduled ahead of it by the Courts. As such he reached out to Pembroke Pines' attorneys to see if they would be amenable to a March court date. They objected, but he filed a motion to schedule the case for March 2018 earlier in the day. He further advised that Pembroke Pines submitted a local bill to de-annex all of the property they own in the Town as well as some property owned by Bergeron and Weekley and annex it into Pembroke Pines. He indicated that there was a "walk on" resolution on this agenda for Town

Council consideration tonight. He spoke about some of the legal maneuvers that Pembroke Pines has attempted over the years to annex property into Pembroke Pines. He suggested that Mayor McKay attend the upcoming Broward Legislative Delegation Meeting to voice the Town's opposition to this attempt by Pembroke Pines. He also advised that his law firm changed their name by merging with another firm, which caused the tax ID number to change. He was advised by Town Financial Administrator Sherwood that an acknowledgement by the Town Council of the name change needed to occur. Town Council acknowledged the merger and name change.

10. Administration Comments

Town Administrator Berns confirmed that the date of the Part 150 Aviation Study meeting was November 13th at 6 p.m. and would be held in Council Chambers. He advised Council that staff was still working on "fine tuning" the message as it related to debris pickup. He vowed to use all communication channels to get the message out. He was appreciative of the feedback received from the community regarding the debris pickup and felt it was useful.

Emergency Ordinance – Sole Reading

11. AN EMERGENCY ORDINANCE OF THE TOWN OF RANCHES, RELATING TO POST-HURRICANE IRMA DISASTER DEBRIS COLLECTION; PROVIDING FOR DECLARATION OF FINDINGS AND INTENT; PROVIDING FOR REMOVAL OF DISASTER DEBRIS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Breitkreuz and passed by 4-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE ORDINANCE.

Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO RECEIVE THREE HUNDRED AND FORTY THOUSAND DOLLARS (\$340,000) TO COMPLETE THE INTERCONNECT DRAINAGE IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Fisikelli and passed by 4-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, IN STAUNCH OPPOSITION TO THE CITY OF PEMBROKE PINES LATEST ATTEMPT TO DE-ANNEX A PORTION OF THE TOWN OF SOUTHWEST RANCHES; REQUESTING THAT A COPY

OF THIS RESOLUTION BE SENT TO THE ENTIRE BROWARD DELEGATION, THE GOVERNOR, AND TO SENATE AND HOUSE LEADERSHIP; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Jablonski and passed by 4-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

Discussion

14. Emergency Operations Center Location Acquisition

Vice Mayor Breitkreuz wished to provide an update to the community. He believed that the fire rescue response times in the western portions of the Town were unacceptable. He advised that he and Town Administrator Berns met with a private property owner that afternoon and would probably be meeting several other property owners in the near future about finding a more suitable location than the current station. He hoped that something could be found more centrally located such as in an area between 194th and 200th. He asked if the rest of the Council Members had any questions or comments regarding this concept. Mayor McKay and Town Attorney Poliakoff spoke about limitations on purchase price in relation to appraisals. Council Members Fisikelli, Jablonski, and Mayor McKay indicated their support of the concept of a centrally located station but stated that as a proposed purchase moved forward the details may need to be adjusted to garner their support.

15. Approval of Minutes

- a. August 10, 2017 Regular Meeting
- b. August 22, 2017 Budget Workshop Meeting
- c. August 24, 2017 Regular Meeting

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Fisikelli and passed by 4-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE MINUTES.

16. Adjournment - Meeting was adjourned at 8:17 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 9th day of November, 2017.*

Doug McKay, Mayor

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