



# Southwest Ranches Town Council

## REGULAR MEETING

Agenda of June 13, 2019

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

|   |  |   |  |
|---|--|---|--|
| <b><u>Mayor</u></b><br>Doug McKay<br><b><u>Vice Mayor</u></b><br>Gary Jablonski | <b><u>Town Council</u></b><br>Freddy Fisikelli<br>Bob Hartmann<br>Denise Schroeder | <b><u>Town Administrator</u></b><br>Andrew D. Berns<br><b><u>Town Financial</u></b><br><b><u>Administrator</u></b><br>Martin Sherwood, CPA CGFO | <b><u>Town Attorney</u></b><br>Keith M. Poliakoff, J.D.<br><b><u>Assistant Town</u></b><br><b><u>Administrator/Town Clerk</u></b><br>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. **Representative Richard Stark - Legislation Session Update**
4. **Angel Gomez, Broward County Public Schools**
5. **Sikh Society of South Florida Volunteer Recognition**
6. **Town College Scholarship Award Presentation**
7. **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.
8. **Board Reports**
9. **Council Member Comments**
10. **Legal Comments**
11. **Administration Comments**

### **Resolutions**

12. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF THREE HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS AND SEVENTY-FIVE CENTS (\$378,282.75) WITH MIGUEL LOPEZ INC. TO COMPLETE THE**

**SOUTHWEST RANCHES DRAINAGE PROJECT; APPROVING A BUDGET AMENDMENT AS ADOPTED IN ORDINANCE 2018-005 TO CURRENT FISCAL YEAR 2018-2019 BUDGET IN THE AMOUNT OF THIRTY FIVE THOUSAND EIGHT HUNDRED AND THIRTY SEVEN DOLLARS ; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**13. Approval of Minutes**

- a. May 9, 2019 Regular Minutes**
- b. May 23, 2019 Regular Meeting**

**14. Adjournment**

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



**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**  
**Gary Jablonski, Vice Mayor**  
**Freddy Fisikelli, Council Member**  
**Bob Hartmann, Council Member**  
**Denise Schroeder, Council Member**

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Rod Ley, P.E., Town Engineer  
**DATE:** 5/23/2019  
**SUBJECT:** Approving an Agreement with Miguel Lopez Inc. for the Southwest Ranches Drainage Project and approve a budget amendment as adopted in ordinance 2018-005 to current fiscal year 2018-2019 in the amount of \$35,837.

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#### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with Miguel Lopez, Inc. for the Drainage and Infrastructure Advisory Board recommended and Florida Department of Environmental Protection funded Southwest Ranches Drainage Project.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

#### **Background**

The Town was awarded \$340,000 from the Florida Department of Environmental Protection with a \$60,000 match for the following improvements. South Broward Drainage District partnered with the Town for the design of Work Element No. 2. Work Elements 1-5 are shown below.

- 1. Construct catch basin adjacent to 5501 SW 136th Avenue (Holatee Trail) with associated piping and headwall structure connecting to the Central Broward Water Control District (CBWCD) S-33 Canal on the east side of Holatee Trail.
- 2. Upgrade culverts and restoration of eastside swale along Dykes Road from Huntridge Drive to Calusa Corners Park with new underdrain and headwall connections at SW 51<sup>st</sup> Manor, SW 53<sup>rd</sup> Court, SW 54<sup>th</sup> Place and SW 56<sup>th</sup> Street. New outfalls will connect to the South Broward Drainage District (SBDD) No. 10 Canal.
- 3. Install catch basins and associated piping at the intersection of SW 54th Place and SW 188th Avenue, connecting westward to the South Broward Drainage District (SBDD) No. 12 Canal.
- 4. Grade swales and install drainage pipe to connect an existing catch basin on SW 178<sup>th</sup> Avenue and SW 46<sup>th</sup> Street to the South Broward Drainage District (SBDD) Rolling Oaks Lateral Canal.
- 5. Install catch basins and associated piping at the SW 201<sup>st</sup> Avenue cul-de-sac, connecting to the South Broward Drainage District (SBDD) Canal.

On March 21, 2019 advertised the IFB 19-002. On April 26, 2019, the Town received eight (8) responses:

|   | <b>Proposer</b>                           | <b>Total Sum for Base Bid (Work Elements 1-5) and utility allowance</b> | <b>Alternate 1 Price</b> | <b>Alternate 2 Price</b> | <b>Total Lump Sum (Base Bid plus Alt 1 and 2)</b> |
|---|---|---|--------------------------|--------------------------|---|
| 1 | Miguel Lopez Jr. Inc.                     | \$217,497.50  | \$7,800.00               | \$152,985.25             | \$378,282.75                                      |
| 2 | Sun Up Enterprises, Inc                   | \$273,788.20  | \$4,800.00               | \$152,170.75             | \$430,758.95                                      |
| 3 | Florida Engineering and Development Corp. | \$312,207.40  | \$6,486.00               | \$148,827.30             | \$467,520.70                                      |
| 4 | Hinterland Group Inc                      | \$279,818.00  | \$9,000.00               | \$200,810.00             | \$489,628.00                                      |
| 5 | Maggolc, Inc                              | \$308,062.75  | \$15,600.00              | \$208,671.00             | \$532,333.75                                      |
| 6 | American Pipeline Construction LLC        | \$332,309.00  | \$7,200.00               | \$261,766.00             | \$611,275.00                                      |
| 7 | V Engineering & Consulting Corp           | \$411,500.00  | \$12,000.00              | \$215,000.00             | \$638,500.00                                      |

|   |                      |              |            |              |              |
|---|----------------------|--------------|------------|--------------|--------------|
| 8 | Lambert Brothers Inc | \$488,150.50 | \$4,500.00 | \$255,505.00 | \$748,155.50 |
|---|----------------------|--------------|------------|--------------|--------------|

The base bid includes a \$10,000 utility allowance. Both additional Alternates are specific to Work Element No. 2. The base bid scope for Work Element No. 2 includes swale regrading and drainage infrastructure improvement on the east side of Dykes Road.

Alternate 1 includes the installation of 12" concrete aprons around all of the proposed catch basins along Dykes Road. Alternate 2 consists of swale regrading and drainage infrastructure improvement on the west side of Dykes Road. Both Staff and the Drainage Infrastructure Advisory Board recommends awarding the entire project including alternate 1 and alternate 2.

Accordingly, after reviewing the bids, it was determined that Miguel Lopez, Inc. was the lowest responsive and responsible bidder that met the requirement of the IFB.

As per the contract, substantial completion will be 90 days after the issuance of the Notice to Proceed (NTP), and final completion will be 120 days after the NTP.

### **Fiscal Impact/Analysis**

The Town budgeted \$400,000 for this project (\$340,000 grant plus \$60,000 Town match) in account 101-5100-541-63260 (Municipal Transportation Fund Expenditures -Infrastructure – Drainage).

The Town awarded a purchase order to Keith and Associates for design, surveying and construction oversight in the amount of \$38,640.

Therefore, the Town will need an additional \$35,837 from the unassigned General Fund Fund Balance to fund the entire project including alternate 1 and alternate 2. This amount entails: the difference in the lowest bid price of \$16,923 = [\$378,282.75 - (\$400,000 - \$38,640)] plus a 5% contingency of \$18,914 = [\$378,282.75 x 5%]. In accordance with Town Charter and the budget adopted in ordinance 2018-005, a FY 2018-2019 Budget Amendment will be needed as follows:

Increase Revenues: Appropriated Fund Balance – Governmental (Account # 001-0000-399-39900) \$35,837

Increase Expenditures: Transfer to Transportation Fund (Account # 001-3900-581-91101) \$35,837

Increase Revenues: Transfer from General Fund: (Account # 101-0000-381-38101) \$35,837

Increase Expenditures: Infrastructure – Drainage (Account # 101-5100-541-63260) \$35,837

It shall be noted that the General Fund Fund Balance at 9/30/2019 was \$2,790,184.

**Staff Contact:**

Rod Ley, PE, LEED AP, CPESC, Town Engineer  
Emily Aceti, Community Services Manager  
Mara Semper, Procurement and Budget Officer  
Martin D. Sherwood, Town Financial Administrator

**ATTACHMENTS:**

| Description                                | Upload Date | Type       |
|--|-------------|------------|
| FDEP Funded Drainage Project - TA Approved | 6/5/2019    | Resolution |
| Agreement                                  | 5/14/2019   | Agreement  |
| Exhibit                                    | 5/14/2019   | Exhibit    |

**RESOLUTION NO. 2019 - XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF THREE HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS AND SEVENTY-FIVE CENTS (\$378,282.75) WITH MIGUEL LOPEZ INC. TO COMPLETE THE SOUTHWEST RANCHES DRAINAGE PROJECT; APPROVING A BUDGET AMENDMENT AS ADOPTED IN ORDINANCE 2018-005 TO THE CURRENT FISCAL YEAR 2018-2019 BUDGET IN THE AMOUNT OF THIRTY FIVE THOUSAND EIGHT HUNDRED AND THIRTY SEVEN DOLLARS AND NO CENTS (\$35,837.00) TO COVER A BUDGET SHORTFALL; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the projects are specifically named in the FY 2018-2019 Town Budget; and

**WHEREAS**, the projects include improvements along Holatee Trail; Dykes Road; SW 188<sup>th</sup> Avenue; Mather Boulevard; and SW 201<sup>st</sup> Avenue; and

**WHEREAS**, the project includes excavation, construction of concrete drainage structures and inlets with grates, swale grading, asphalt restoration, and installation of grass sod; and

**WHEREAS**, on October 12, 2017 pursuant to Resolution 2018-001, the Town entered into a grant agreement with Florida Department of Environmental Protection in the amount of Three Hundred Forty Thousand Dollars and Zero Cents (\$340,000.00) to assist the Town in completing this project; and

**WHEREAS**, as per the grant agreement, these improvements must be completed by June 2020; and

**WHEREAS**, the Town budgeted Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) for the project in the FY 2018-2019 Town Budget in total (\$340,000 Grant + \$60,000 Town match), of which, the Town has encumbered Thirty-Eight

Thousand Six Hundred Forty Dollars and Zero Cents (\$38,640.00) for surveying and engineering; and

**WHEREAS,** the Town will need an additional \$35,837 from the unassigned General Fund Fund Balance to fund the entire project including alternate 1 and alternate 2. This amount entails: the difference in the lowest bid price of \$16,923.00 = [\$378,282.75 - (\$400,000.00 - \$38,640.00)] plus a 5% contingency of \$18,914.00 = [\$378,282.75 x 5%].

**WHEREAS,** on March 21, 2019, the Town advertised Invitation for Bid (IFB) 19-002 for the Southwest Ranches Drainage Project; and

**WHEREAS,** on April 26, 2019, the Town received eight (8) responses; and

**WHEREAS,** after reviewing the bids, it was determined that Miguel Lopez Inc. was the lowest responsive and responsible bidder that met the requirement of the IFB; and

**WHEREAS,** Miguel Lopez Inc.'s total bid inclusive of the base bid and both Alternate 1 and 2, as the lowest responsible bidder, came in at Three Hundred Seventy-Eight Thousand Two Hundred Eighty-Two Dollars and Seventy-Five Cents (\$378,282.75); and

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

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

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

**Section 2.** The Town Council hereby approves executing an Agreement in the amount of Three Hundred Seventy-Eight Thousand Two Hundred Eighty-Two Dollars and Seventy-Five Cents (\$378,282.75) with Miguel Lopez Inc. for the drainage project, in accordance with the terms and conditions contained within the procurement and the Agreement attached hereto as Exhibit "A", which is incorporated herein by reference.

**Section 3.** The Town Council hereby approves the budget amendment in accordance with Town Charter and the budget adopted in Ordinance 2018-005, a FY 2018-2019 Budget Amendment as follows:



Increase Revenues: Appropriated Fund Balance – Governmental (Account # 001-0000-399-39900) \$35,837

Increase Expenditures: Transfer to Transportation Fund (Account # 001-3900-581-91101) \$35,837

Increase Revenues: Transfer from General Fund: (Account # 101-0000-381-38101) \$35,837

Increase Expenditures: Infrastructure – Drainage (Account # 101-5100-541-63260) \$35,837

Note: The audited unassigned General Fund Fund Balance at 9/30/2019 is \$2,790,184.

**Section 4.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 5.** That this Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on a motion

by \_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Shroeder \_\_\_\_\_

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

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

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

Approved as to Form and Correctness:

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

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**EXHIBIT "A"**

**AGREEMENT**

**BETWEEN THE**

**TOWN OF SOUTHWEST RANCHES**

**AND**

**MIGUEL LOPEZ JR. INC.**

**FOR**

**SOUTHWEST RANCHES DRAINAGE PROJECT**

**IFB No. 19-002**

AGREEMENT FOR  
SOUTHWEST RANCHES DRAINAGE PROJECT

**THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 23rd day of May 2019 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Miguel Lopez Jr. Inc. (hereinafter referred to as “Contractor”).**

**WHEREAS**, the Town desires to complete a comprehensive interconnect drainage improvement (“Project”); and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. 19-002 on March 21, 2019 (“IFB”); and

**WHEREAS**, eight (8) bids were received by the Town on Friday, April 26, 2019; and

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

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

**Section 1: Scope of Services**

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.
- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Contract Price (as defined below). Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).

- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year(s) from the Final Completion Date (as defined below). If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

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

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

**SOUTHWEST RANCHES DRAINAGE PROJECT**

- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **ninety (90) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all of the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
  - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
  - (iii) All Work has been completed; and
  - (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.
- 2.4.2 Given that the parties agree that time is of the essence with respect to this Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

**Liquidated/Delay Damages ("LD's")** – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not

achieved Substantial Completion of the Work within **ninety (90) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall at the Town's sole option, be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town, at its sole option, shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

Contractor shall achieve final completion of the Work within **thirty (30) days after the date of Substantial Completion or no later than one hundred and twenty (120) days from the issuance of the Notice to Proceed** ("Final Completion Date"). Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

Notwithstanding the foregoing, Contractor acknowledge that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies from the Florida Department of Environmental Protection if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. This Section 2.4.2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

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

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of \$378,282.75 Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4 Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.
- 3.5 A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with the Contract Documents, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the Town to a set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

#### **Section 4: Assignment**

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

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

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

#### **Section 6: Insurance**

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability by the Town to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance



with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars (\$2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- D. **ENVIRONMENTAL POLLUTION INSURANCE:**  
The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

And

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

**Section 7: Copyrights and Patent Rights**

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement; and

Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

**Section 8: Laws and Regulations**

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

**Section 9: Taxes and Costs**

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

**Section 10: Indemnification**

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

**Section 11: Non-discrimination**

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

**Section 12: Sovereign Immunity**

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

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

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

**Section 14: No Third Party Beneficiaries**

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

### **Section 15: Funding**

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

### **Section 16: Manner of Performance**

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

### **Section 17: Public Records**

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

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

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

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town

to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

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

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

**Section 18: Termination**

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way

wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
  2. Contractor's insolvency, bankruptcy or receivership;
  3. Contractor's violation or non-compliance with Section 11 of this Agreement;
  4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
  5. Contractor's violation of Section 19 of this Agreement.

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

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

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

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

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

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

**Section 22: No Waiver of Rights**

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

**Section 23: Jurisdiction and Venue**

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

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

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

**Section 25: Gender**

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

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

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

**Section 27: Days**

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

**Section 28: Written Mutual Agreement**

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

**Section 29: No Amendment or Waiver**

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

**Section 30: Severability**

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

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

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

**Section 32: Notice**

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

If to Town:

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

With a copy to:

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

If to Contractor:

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

**Section 33: Miscellaneous**

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



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

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

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

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

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

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

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

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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**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 23<sup>rd</sup> day of May 2019.

**WITNESSES:**

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

**CONTRACTOR:**

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

**TOWN OF SOUTHWEST RANCHES**

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

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

**ATTEST:**

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

**APPROVED AS TO FORM AND CORRECTNESS:**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002  
**BID SCHEDULE**

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the contract documents, schedules and plans, and all addenda, if issued, for the lump sum price shown below.

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

SW 136th Avenue north of SW 55th Street - Work Element 1

SW 54th Place west of SW 188th Avenue - Work Element 3

SW 178th Avenue at SW 46th Street - Work Element 4

SW 202nd Avenue north of SW 48th Street - Work Element 5

| ITEM | DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE  | TOTAL PRICE  |
|------|--|----------|------|-------------|--------------|
| 1    | Mobilization   | 1        | LS   | \$ 3,500.00 | \$ 3,500.00  |
| 2    | Maintenance of Traffic   | 1        | LS   | \$ 2,500.00 | \$ 2,500.00  |
| 3    | Testing  | 1        | LS   | \$ 2,500.00 | \$ 2,500.00  |
| 4    | NPDES Best Management Practices (BMP)                                      | 1        | LS   | \$ 2,600.00 | \$ 2,600.00  |
| 5    | Furnish and Install Tree Protection Fencing                                | 1407     | LF   | \$ 4.75     | \$ 6,683.25  |
| 6    | Furnish and Install 18" RCP Drainage Pipe                                  | 276      | LF   | \$ 58.00    | \$ 16,008.00 |
| 7    | Furnish and Install 24" RCP Drainage pipe                                  | 208      | LF   | \$ 65.00    | \$ 13,520.00 |
| 8    | Furnish and Install Ditch Bottom Inlet "Type C"                            | 11       | EA   | \$ 2,800.00 | \$ 30,800.00 |
| 9    | Furnish and Install Ditch Bottom Inlet "Type D" work element #3            | 1        | EA   | \$ 3,950.00 | \$ 3,950.00  |
| 10   | <del>Furnish and Install Ditch Bottom Inlet "Type F" work element #4</del> | 1        | EA   | \$ 0.00     | \$ 0.00      |
| 11   | Furnish and Install Headwall, Per FDOT "Index No.250"                      | 1        | EA   | \$ 2,150.00 | \$ 2,150.00  |
| 12   | Rebuild Concrete Rip-Rap Headwall per CBWCD work element #1                | 1        | LS   | \$ 2,650.00 | \$ 2,650.00  |
| 13   | Core drill proposed invert into exist. drainage structure                  | 2        | EA   | \$ 1,500.00 | \$ 3,000.00  |

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

|    |  |      |    |                    |                    |
|----|--|------|----|--------------------|--------------------|
| 14 | Clean and clear<br>36" culvert<br>work element #1                | 1    | LS | \$ <u>2,500.00</u> | \$ <u>2,500.00</u> |
| 15 | Pavement Restoration   | 333  | SY | \$ <u>18.00</u>    | \$ <u>5,994.00</u> |
| 16 | Furnish and Install<br>Gravel driveway                           | 61   | CY | \$ <u>35.00</u>    | \$ <u>2,135.00</u> |
| 17 | Excavate Proposed Swale<br>in Accordance with<br>contract plans. | 1754 | SY | \$ <u>3.75</u>     | \$ <u>6,577.50</u> |
| 18 | Furnish and Install<br>Grass Sod, Bahia.                         | 787  | SY | \$ <u>4.50</u>     | \$ <u>3,541.50</u> |
| 19 | Furnish and Install<br>6" Pavement Markings<br>Yellow            | 50   | LF | \$ <u>10.00</u>    | \$ <u>500.00</u>   |
| 20 | Furnish and Install<br>24" Thermoplastic Stop<br>bar             | 11   | LF | \$ <u>100.00</u>   | \$ <u>1,100.00</u> |

Total for Work Elements 1, 3, 4, 5: \$112,209.25

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
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**SCHEDULE OF VALUES WORK ELEMENT 2**

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addendums, if issued, for the lump sum price shown below.

**BASE BID (EAST SWALE AREA)**

| <u>Item No.</u> | <u>Item</u>  | <u>Unit</u> | <u>Qty</u> | <u>Unit Price</u>  | <u>Price</u>        |
|-----------------|--|-------------|------------|--------------------|---------------------|
| 1.              | General Conditions   | LS          | 1          | \$ <u>6,500.00</u> | \$ <u>6,500.00</u>  |
| 2.              | Mobilization   | LS          | 1          | \$ <u>3,500.00</u> | \$ <u>3,500.00</u>  |
| 3.              | Cut Back Exist. Roots and<br>Install Root Barrier  | LF          | 20         | \$ <u>75.00</u>    | \$ <u>1,500.00</u>  |
| 4.              | Remove Exist. 12" CAMP   | LF          | 20         | \$ <u>16.00</u>    | \$ <u>320.00</u>    |
| 5.              | Remove Exist. Structure and<br>Install 4' Diameter Catch<br>Basin, Incl. All Connections | EA          | 1          | \$ <u>4,300.00</u> | \$ <u>4,300.00</u>  |
| 6.              | Lower Exist. Rim and Replace<br>Cover on Exist. MH Structure                             | EA          | 1          | \$ <u>1,750.00</u> | \$ <u>1,750.00</u>  |
| 7.              | Install 24" RCP  | LF          | 112        | \$ <u>65.00</u>    | \$ <u>7,280.00</u>  |
| 8.              | Install 18" RCP  | LF          | 35         | \$ <u>58.00</u>    | \$ <u>2,030.00</u>  |
| 9.              | Extend 8 LF of Exist. 15" RCP<br>and Construct Mitered End<br>Section                    | EA          | 6          | \$ <u>3,500.00</u> | \$ <u>21,000.00</u> |
| 10.             | Extend 8 LF of Exist. 24" RCP<br>and Construct Mitered End<br>Section                    | EA          | 2          | \$ <u>4,500.00</u> | \$ <u>9,000.00</u>  |
| 11.             | Install Mitered End Section<br>(No Pipe Extension)                                       | EA          | 5          | \$ <u>1,950.00</u> | \$ <u>9,750.00</u>  |
| 12.             | Core Drill and Connect 24"<br>RCP to Exist. CB   | EA          | 1          | \$ <u>1,500.00</u> | \$ <u>1,500.00</u>  |
| 13.             | Reconstruct Roadside Swale   | LF          | 1,370      | \$ <u>5.50</u>     | \$ <u>7,535.00</u>  |
| 14.             | Remove 2' Exist. Grass Along<br>Edge of Exist. Pavement                                  | LF          | 2,477      | \$ <u>2.25</u>     | \$ <u>5,573.25</u>  |
| 15.             | Restore Exist. Asphalt Drive   | SY          | 20         | \$ <u>50.00</u>    | \$ <u>1,000.00</u>  |
| 16.             | Restoration  | LS          | 1          | \$ <u>5,500.00</u> | \$ <u>5,500.00</u>  |



TOWN OF SOUTHWEST RANCHES, FLORIDA  
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|     |                           |    |   |                    |                    |
|-----|---------------------------|----|---|--------------------|--------------------|
| 17. | Erosion/Pollution Control | LS | 1 | \$ <u>4,750.00</u> | \$ <u>4,750.00</u> |
| 18. | Maintenance of Traffic    | LS | 1 | \$ <u>2,500.00</u> | \$ <u>2,500.00</u> |

**Work Element #2: Total Lump Sum Base Bid Price**      \$ \$95,288.25

**BID ALTERNATE 1**

| <u>Item No.</u> | <u>Item</u>                                 | <u>Unit</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Price</u>       |
|-----------------|---|-------------|------------|-------------------|--------------------|
| 1.              | Install 12" Conc. Apron<br>Around Exist. CB | EA          | 12         | \$ <u>650.00</u>  | \$ <u>7,800.00</u> |

**Total Lump Sum Bid Alternate 1 Price**      \$ 7,800.00

**BID ALTERNATE 2**

| <u>Item No.</u> | <u>Item</u>  | <u>Unit</u> | <u>Qty</u> | <u>Unit Price</u>  | <u>Price</u>        |
|-----------------|--|-------------|------------|--------------------|---------------------|
| 1.              | General Conditions   | LS          | 1          | \$ <u>6,500.00</u> | \$ <u>6,500.00</u>  |
| 2.              | Mobilization   | LS          | 1          | \$ <u>2,500.00</u> | \$ <u>2,500.00</u>  |
| 3.              | Remove Exist. 12" RCP  | LF          | 20         | \$ <u>18.00</u>    | \$ <u>360.00</u>    |
| 4.              | Remove Exist. 15" PVC  | LF          | 25         | \$ <u>18.00</u>    | \$ <u>450.00</u>    |
| 5.              | Install Type "C" Catch Basin   | EA          | 9          | \$ <u>3,200.00</u> | \$ <u>28,800.00</u> |
| 6.              | Remove Exist. Structure and<br>Install 4' Diameter Catch<br>Basin, Incl. All Connections | EA          | 1          | \$ <u>3,900.00</u> | \$ <u>3,900.00</u>  |
| 7.              | Install 18" RCP  | LF          | 10         | \$ <u>65.00</u>    | \$ <u>650.00</u>    |
| 8.              | Install 15" RCP  | LF          | 408        | \$ <u>58.00</u>    | \$ <u>23,664.00</u> |
| 9.              | Install 12" RCP  | LF          | 8          | \$ <u>55.00</u>    | \$ <u>440.00</u>    |

TOWN OF SOUTHWEST RANCHES, FLORIDA  
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|     |  |    |       |                    |                     |
|-----|--|----|-------|--------------------|---------------------|
| 10. | Extend 8 LF of Exist. 12" RCP<br>and Construct Mitered End<br>Section  | EA | 9     | <u>\$ 3,200.00</u> | <u>\$ 28,800.00</u> |
| 11. | Extend 8 LF of Exist. 12" CAMP<br>and Construct Mitered End<br>Section | EA | 1     | <u>\$ 3,200.00</u> | <u>\$ 3,200.00</u>  |
| 12. | Extend 8 LF of Exist. 15" RCP<br>and Construct Mitered End<br>Section  | EA | 3     | <u>\$ 3,500.00</u> | <u>\$ 10,500.00</u> |
| 13. | Extend 8 LF of Exist. 15" HDPE<br>and Construct Mitered End<br>Section | EA | 1     | <u>\$ 3,500.00</u> | <u>\$ 3,500.00</u>  |
| 14. | Install Mitered End Section<br>(No Pipe Extension)                     | EA | 6     | <u>\$ 1,500.00</u> | <u>\$ 9,000.00</u>  |
| 15. | Install 12" Conc. Apron<br>Around Exist. CB                            | EA | 7     | <u>\$ 650.00</u>   | <u>\$ 4,550.00</u>  |
| 16. | Core Drill and Connect 15"<br>RCP to Exist. CB                         | EA | 1     | <u>\$ 1,500.00</u> | <u>\$ 1,500.00</u>  |
| 17. | Reconstruct Roadside Swale   | LF | 517   | <u>\$ 7.00</u>     | <u>\$ 3,619.00</u>  |
| 18. | Remove 2' Exist. Grass Along<br>Edge of Exist. Pavement                | LF | 2,677 | <u>\$ 3.00</u>     | <u>\$ 8,031.00</u>  |
| 19. | Restore Exist. Rock Drive  | SY | 75    | <u>\$ 11.75</u>    | <u>\$ 881.25</u>    |
| 20. | Restore Exist. Asphalt Drive   | SY | 42    | <u>\$ 55.00</u>    | <u>\$ 2,310.00</u>  |
| 21. | Restore Exist. Concrete Drive  | SY | 23    | <u>\$ 60.00</u>    | <u>\$ 1,380.00</u>  |
| 22. | Restoration  | LS | 1     | <u>\$ 2,500.00</u> | <u>\$ 2,500.00</u>  |
| 23. | Erosion/Pollution Control  | LS | 1     | <u>\$ 3,750.00</u> | <u>\$ 3,750.00</u>  |
| 24. | Maintenance of Traffic   | LS | 1     | <u>\$ 2,200.00</u> | <u>\$ 2,200.00</u>  |

**Total Lump Sum Bid Alternate 2 Price**    \$ 152,985.25

|     |  |    |   |  |                     |
|-----|--|----|---|--|---------------------|
| 19. | Allowance Item for<br>Utility Relocation | LS | 1 |  | <u>\$ 10,000.00</u> |
|-----|--|----|---|--|---------------------|



TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
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|  |                      |
|--|----------------------|
| <b>Total Lump Sum Bid Price Work Elements 1, 3, 4, 5</b>             | <b>\$ 112,209.25</b> |
| <b>Total Lump Sum Base Bid Price for Work Element 2</b>              | <b>\$ 95,288.25</b>  |
| <b>Utility Allowance Item</b>  | <b>\$10,000.00</b>   |
| <b>Total Lump Sum Price for Base Bid Price for all Work Elements</b> | <b>\$ 217,497.50</b> |

|  |                      |
|--|----------------------|
| <b>Total Lump Sum Bid Alternate 1 Price</b>                    | <b>\$ 7,800.00</b>   |
| <b>Total Lump Sum Bid Alternate 2 Price</b>                    | <b>\$ 152,985.25</b> |
| <b>Total Lump Sum Price for Base Bid Price plus Alternates</b> | <b>\$ 378,282.75</b> |

**Bidder** Miguel Lopez Jr., Inc.

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
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The quantities indicated in the Bid and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the bid form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

The Substantial Completion of the Project shall occur no later than **ninety (90) calendar days** from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than **one hundred and twenty (120) calendar days** from date of issuance of the Notice to Proceed.

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

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

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

NAME: Miguel Lopez Jr., Inc.

ADDRESS: 21005 Taft Street, Pembroke Pines, FL 33029

FEIN: 65-0095596

LICENSE NUMBER: CGC060135 STATE OR COUNTY: Florida

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

LICENSE LIMITATIONS, IF ANY: N/A  
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: 

LICENSEE NAME: Miguel Lopez Jr.

BIDDER'S SIGNATURE: 

BIDDER'S NAME: Miguel Lopez Jr.

BIDDER'S ADDRESS: 21005 Taft Street, Pembroke Pines, FL 33029

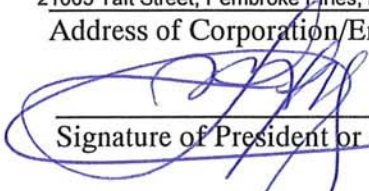
BIDDER'S PHONE NUMBER: Office: 954-749-7234 Cell: 786-229-0804

BIDDER'S EMAIL ADDRESS: miguel@lopezinc.com

By: Miguel Lopez Jr.

Miguel Lopez Jr., Inc.  
Name of Corporation/Entity

21005 Taft Street, Pembroke Pines, FL 33029  
Address of Corporation/Entity

  
Signature of President or Authorized Principal

By: Miguel Lopez Jr.

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

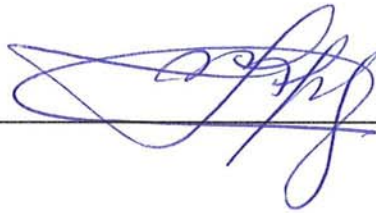
**DRUG FREE WORKPLACE**

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

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

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

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



BIDDER: Miguel Lopez Jr., Inc.



TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Town of Southwest Ranches, Florida  
by Miguel Lopez Jr.  
for Miguel Lopez Jr., Inc.  
whose business address is 21005 Taft Street, Pembroke Pines, FL 33029

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0095596

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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

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

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

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

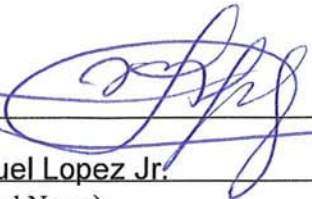
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM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

BIDDER: Miguel Lopez Jr., Inc.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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By:   
Miguel Lopez Jr.  
(Printed Name)  
President  
(Title)

Sworn to and subscribed before me this 22 day of April, 2019

Personally known ✓

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

Notary Public - State of Florida

  
Notary Signature

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

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



BIDDER: Miguel Lopez Jr., Inc.



TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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**NON-COLLUSION AFFIDAVIT**

State of Florida )  
 ) ss:  
County of Broward )

Miguel Lopez Jr. being first duly sworn deposes and says that:

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

BIDDER: Miguel Lopez Jr., Inc.

**[Signatures on next page]**



TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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

Miguel Lopez Jr.  
(Printed Name)

President  
(Title)

Sworn to and subscribed before me this 22 day of April, 2019,

Personally known ✓

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

Notary Public - State of Florida

(Notary Signature)

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

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



BIDDER: Miguel Lopez Jr., Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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

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

I HEREBY CERTIFY that \_\_\_\_\_, as Principal or Owner  
of (Company name) \_\_\_\_\_, is hereby authorized to execute the Bid dated  
\_\_\_\_\_20\_\_\_\_, 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)

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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

State of Florida )  
 ) ss:  
County of Broward )

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 April 22th, 2019, the following resolution was duly passed and adopted:

"RESOLVED, that Miguel Lopez Jr., as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, April 22th, 2019, 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 22 day of April, 2019.

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

(SEAL)

BIDDER: Miguel Lopez Jr., Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

---

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

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

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

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

(SEAL)

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

---

**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 Bid dated, \_\_\_\_\_ 20\_\_\_\_, to the  
Town of Southwest Ranches official act and deed of this Joint Venture."

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

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

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

(SEAL)

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



TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

---

Bond No. N/A

**BID BOND**

State of Florida )  
 ) ss:  
County of Miami-Dade )

KNOW ALL MEN BY THESE PRESENTS, that we, Miguel Lopez Jr., Inc.  
, as Principal, and Frankenmuth Mutual Insurance Company  
, as Surety, are held and firmly bound unto the Town of Southwest  
Ranches, a municipal corporation of the State of Florida, in the penal sum of Five Percent of Amount Bid Dollars  
(\$ 5% of Amount Bid), lawful money of the United States, for the payment of which sum well and truly  
to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the  
accompanying Bid, dated April 23rd 2019 for

**"IFB No. 19-002:  
"IFB No. 19-002-Southwest Ranches Drainage Project"**

NOW, THEREFORE,

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several  
seals this 1st day of April, 2019, the name and the corporate seal of each corporate party  
being hereto affixed and these presents being duly signed by its undersigned representative.

BIDDER: Miguel Lopez Jr., Inc.

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

By: 

Title: PRESIDENT

IN PRESENCE OF: \_\_\_\_\_

(Individual or Partnership Principal)

(SEAL)

21005 Taft Street

(Business Address)

Pembroke Pines, FL. 33029

(City/State/Zip)

954-749-7234

(Business Phone)

SURETY: Frankenmuth Mutual Insurance Company

By: 

David T. Satine / Attorney-In-Fact

(SEAL)

1 Mutual Avenue

(Business Address)

Frankenmuth, MI. 48787

(City/State/Zip)

(989) 652-6121

(Business Phone)

**IMPORTANT**

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

Countersigned by Florida Agent:

  
Name: Warren M. Alter

Date: April 1st, 2019



**FRANKENMUTH MUTUAL INSURANCE COMPANY**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS**, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

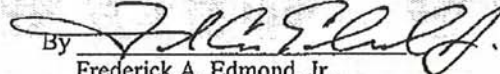
**Fifty Million and 00/100 Dollars (\$50,000,000)**

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

**"RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

**IN WITNESS WHEREOF**, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.

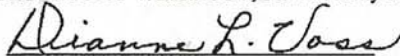
Frankenmuth Mutual Insurance Company

By   
Frederick A. Edmond, Jr.,  
President and Chief Operating Officer

  
(Seal)  
STATE OF MICHIGAN )  
COUNTY OF SAGINAW ) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

**IN TESTIMONY WHEREOF**, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

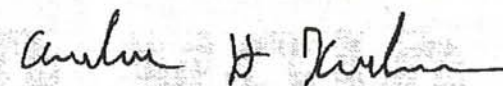


(Seal)

Dianne L. Voss, Notary Public  
Saginaw County, State of Michigan  
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

**IN WITNESS WHEREOF**, I have set my hand and affixed the Seal of the Company, this 1st day of April, 20 19.



Andrew H. Knudsen, Vice President

**ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED  
TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096**



TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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**GOVERNMENTAL CONTACT INFORMATION**

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

| NAME OF AGENCY                           | ADDRESS   | PHONE NUMBER | CONTACT PERSON |
|--|---|--------------|----------------|
| City of Dania Beach                      | 100 W. Dania Beach Blvd,<br>Dania Beach, FL 33004 | 954-924-6800 | Ronnie Navarro |
| Plantation Acres<br>Improvement District | 1701 NW 112th Ave,<br>Plantation, FL 33323        | 954-474-3092 | David Fradley  |
| Town of Medley                           | 7777 NW 72nd Ave,<br>Medley, FL 33166             | 305-887-9541 | Jorge Corzo    |
| City of Miami Gardens                    | 18605 NW 27th Ave,<br>Miami Gardens, FL 33056     | 305-622-8000 | Leslie Pettit  |
|  |   |              |                |
|  |   |              |                |

BIDDER: Miguel Lopez Jr., Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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

TO THE TOWN OF SOUTHWEST RANCHES:

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

  
ATTEST

Miguel Lopez Jr., Inc.  
CONTRACTOR

BY: 

Miguel Lopez Jr. / President  
Print Name

Date: 4/22/2019

BIDDER: Miguel Lopez Jr., Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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**BIDDER CONFIRMATION OF QUALIFICATIONS**

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

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

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

Bidder: Miguel Lopez Jr., Inc.

Bidder's Name: Miguel Lopez Jr.

Bidder's Address: 21005 Taft Street

Pembroke Pines, FL 33029

Bidder's Phone Number: 954-749-7234

Bidder's Email: miguel@lopezinc.com

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

CGC060135

CUC057030

96-1436-E

BIDDER: Miguel Lopez Jr., Inc.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 22 day of April, 2019 by Miguel Lopez Jr. of Miguel Lopez Jr., Inc. (Bidder), who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida

  
Notary Signature

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



BIDDER: Miguel Lopez Jr., Inc.



TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

---

**BIDDER EXPERIENCE QUESTIONNAIRE**

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

List comparable contract experience and client references:

Project Name: SW 26th Terrace Drainage Improvements  
Contract Amount: \$711,082.24  
Contract Date: 10/26/2016  
Client Name: City of Dania Beach  
Address: SW 26th Terrace, Ft. Lauderdale, FL 33312  
Contact Person: Ronnie Navarro  
Contact Person Tel. No.: 954-924-6800

Project Name: Neighborhood Drainage Improvements District  
Contract Amount: \$453,271.00  
Contract Date: 10/02/2018  
Client Name: Plantation Acres Improvement District  
Address: 1701 NW 112th Ave, Plantation, FL 33323  
Contact Person: David Fradley  
Contact Person Tel. No.: 954-474-3092

Project Name: Gardens Promende  
Contract Amount: \$9,242,599.00  
Contract Date: 5/17/2017  
Client Name: Hawkins Construction, Inc.  
Address: 1430 L and R Industrial Blvd, Trapon Springs, FL 34689  
Contact Person: Miguel Leyva  
Contact Person Tel. No.: 727-938-9719

BIDDER: Miguel Lopez Jr., Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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**SUB-CONTRACTOR LIST**

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

| <u>CLASSIFICATION OF WORK</u> | <u>NAME</u>          | <u>ADDRESS</u>                       |
|-------------------------------|----------------------|--------------------------------------|
| Concrete                      | J & J Concrete, Inc. | 421 NW 9th Ct<br>Homestead, FL 33030 |
|                               |                      |                                      |
|                               |                      |                                      |
|                               |                      |                                      |
|                               |                      |                                      |
|                               |                      |                                      |
|                               |                      |                                      |
|                               |                      |                                      |
|                               |                      |                                      |
|                               |                      |                                      |

BIDDER: Miguel Lopez Jr., Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No.1 3/28/2019

Addendum No.2 4/16/2019

Addendum No.3 4/25/2019

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

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

BIDDER: Miguel Lopez Jr., Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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**LIABILITY CLAIMS**

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

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

BIDDER: Miguel Lopez Jr., Inc.



**INSERT W – 9**

**1 page**

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Miguel Lopez Jr Inc**

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**21005 Taft Street**

6 City, state, and ZIP code

**Pembroke Pines, FL 33029**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

6 5 - 0 0 9 5 5 9 6

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ▶

*[Signature]*

Date ▶

*3/5/18*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

**INSERT PROOF OF INSURANCE**





MIGULO1

OP ID: YL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2018

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 have ADDITIONAL INSURED provisions or 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).

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b><br>Tanenbaum Harber of Florida<br>2900 SW 149th Avenue<br>Miramar, FL 33027-6605<br>Alina Larraz, CPCU, AAI, CRIS |  | 954-883-2900<br><b>CONTACT</b> Alina Larraz, CPCU, AAI, CRIS<br>NAME:<br>PHONE (A/C, No, Ext): 954-883-2900<br>FAX (A/C, No): 954-517-7400<br>E-MAIL ADDRESS: alarraz@thflorida.com   |  |
| <b>INSURED</b> Miguel Lopez Jr., Inc.<br>Mr. Miguel Lopez<br>P.O. Box 669354<br>Miami, FL 33166                                   |  | INSURER(S) AFFORDING COVERAGE<br><b>INSURER A:</b> FCCI Insurance Co<br><b>INSURER B:</b> Columbia Casualty Company<br><b>INSURER C:</b> Federal Insurance Company<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|   |  | NAIC #<br>10178<br>31127<br>20281   |  |

## 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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Deductible \$1,000<br><input checked="" type="checkbox"/> Contrs E&O/Prof<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | CPP0024439-02   | 07/01/2018              | 07/01/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Employ Ben \$ 1,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | CA100015313-01  | 07/01/2018              | 07/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          | UMB100015314-01 | 07/01/2018              | 07/01/2019              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      | 001WC17A76355   | 07/01/2018              | 07/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |
| B        | Pollution Liab  |           |          | C5091865203     | 07/01/2018              | 07/01/2019              | Occ/Agg 2,000,000   |
| C        | Equipment Coverage  |           |          | 669-17-07       | 07/01/2018              | 07/01/2019              | Cat Limit 4,015,498   |

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

Contractors E&O Limit \$1,000,000; Pollution Liab Deductible \$10,000; Cat Deductible \$1,000

## CERTIFICATE HOLDER

## CANCELLATION

PROOF01

Proof of Insurance Only

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  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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**STATEMENT OF NO RESPONSE**

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

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

**REASONS**    N/A

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: \_\_\_\_\_ N/A \_\_\_\_\_

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: Miguel Lopez Jr., Inc.

NAME: Miguel Lopez Jr.    TITLE: President

ADDRESS: 21005 Taft Street, Pembroke Pines, FL 33029

TELEPHONE: (954 ) 749-7234    DATE: 4/22/2019



3B MINOR ROADS (ASPHALT AND CONCRETE PAVING FOR  
SUBDIVISION FACILITIES AND WORK INCIDENTAL THERETO)

96-1436-E  
LOPEZ, JR., MIGUEL - QUALIFYING  
MIGUEL LOPEZ JR INC  
21005 TAFT ST  
PEMBROKE PINES FL 33129  
EXPIRES 08/31/2019



**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.

LOPEZ, JR., MIGUEL  
5555 COLLINS AVE SUITE 14V  
MIAMI BEACH FL 33140

**BROWARD COUNTY, FLORIDA  
CERTIFICATE OF COMPETENCY**

CC# 3B MINOR ROADS (ASPHALT AND CONCRETE  
PAVING FOR SUBDIVISION FACILITIES AND  
WORK INCIDENTAL THERETO)  
96-1436-E  
LOPEZ, JR., MIGUEL - QUALIFYING  
MIGUEL LOPEZ JR INC  
21005 TAFT ST  
PEMBROKE PINES FL 33129

EXPIRES 08/31/2019



1A-A UNDERGROUND UTILITY & EXCAVATION CONTRACTOR

96-1436-E  
LOPEZ, JR., MIGUEL - QUALIFYING  
MIGUEL LOPEZ JR INC  
21005 TAFT ST  
PEMBROKE PINES FL 33129  
EXPIRES 08/31/2019



**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.

LOPEZ, JR., MIGUEL  
5555 COLLINS AVE SUITE 14V  
MIAMI BEACH FL 33140

**BROWARD COUNTY, FLORIDA  
CERTIFICATE OF COMPETENCY**

CC# 1A-A UNDERGROUND UTILITY & EXCAVATION  
CONTRACTOR  
96-1436-E  
LOPEZ, JR., MIGUEL - QUALIFYING  
MIGUEL LOPEZ JR INC  
21005 TAFT ST  
PEMBROKE PINES FL 33129

EXPIRES 08/31/2019





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**LOPEZ, MIGUEL JR**

MIGUEL LOPEZ JR INC  
21005 TAFT STREET  
PEMBROKE PINES FL 33029

**LICENSE NUMBER: CGC060135**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.







RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**LOPEZ, MIGUEL JR**

MIGUEL LOPEZ JR INC  
21005 TAFT STREET  
PEMBROKE PINES FL 33029

**LICENSE NUMBER: CUC057030**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



## Florida UCP DBE Directory Vendor Profile

As Of: 07/13/2017

Vendor Name: MIGUEL LOPEZ JR INC

Certification: DBE/MBE

Former Name:

Business Description: PAVING/DRAINAGE/WATER/SEWER/PAVEMENT MARKING SIGNS/CONCRETE SIDEWALK & CURB

Mailing Address:

PO BOX 669354  
SUITE # 3  
MIAMI, FL 33166-

Physical Address:

PO BOX 669354  
SUITE # 3  
MIAMI FL 33166-

District: 06

County: DADE

Website:

Contact Name: MIGUEL LOPEZ

Phone: (305) 884-0767

Fax: (305) 884-0642

Contact Email: [MIGUEL@LOPEZINC.COM](mailto:MIGUEL@LOPEZINC.COM)

Current DBE Certification: Certified

Certifying Member: Florida Department of Transportation

ACDBE Status: N

Statewide Availability: Y

### Certified NAICS

|   |
|---|
| 237310 - Highway, Street, and Bridge Construction |
| 238910 - Site Preparation Contractors             |
| 238990 - All Other Specialty Trade Contractors    |

### Specialty Areas

|                                |
|--------------------------------|
| CLEARING AND GRUBBING          |
| CONC GUT,CURB ELE,TRAFFIC SEP  |
| CONCRETE SIDEWALK              |
| EXCAVATION AND GRADING         |
| INLETS,MANHOLES&JUNCTION BOXES |
| MISCELLANEOUS ASPHALT PAVEMENT |
| PAINTING TRAFFIC STRIPES       |
| PIPE CULVERTS & STORM SEWERS   |
| ROADWAY ASPHALT PAVING         |
| UNDERDRAINS                    |

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

Thursday 7:00 PM

May 9, 2019

13400 Griffin Road

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Present:

Mayor Doug McKay

Vice Mayor Gary Jablonski

Council Member Freddy Fisikelli

Council Member Bob Hartmann

Council Member Denise Schroeder

Andrew Berns, Town Administrator

Russell Muniz, 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.

**3. Broward County Update – Commissioner Steve Geller**

Commissioner Geller invited all Town Council to a luncheon at Tree Tops Park on Wednesday, May 15<sup>th</sup> to discuss county and municipal relations. He also asked the Council to communicate issues that they needed County support with.

**4. Archbishop McCarthy Nationally Ranked & State Champion Robotics Team**

The Archbishop McCarthy Robotics Team's moderator, Steve Henrehan showed a Power Point presentation about the Robotics Program and their recent competition.

**5. Public Comment**

The following members of the public addressed the Town Council: Newell Hollingsworth, John Eastman, Jim Laskey, David Kuczenski.

**6. Board Reports**

George Morris, Chairperson of the Drainage & Infrastructure Advisory Board (DIAB) reminded Council that one more member was needed for the board.

**7. Council Member Comments**

Vice Mayor Jablonski advised of upcoming events such as the Household Hazard Waste on May 11<sup>th</sup>, a Household Hazardous Waste including shredding services on July 13<sup>th</sup>, the Rural Arts Public Arts & Design board's (RPAB) Photo Contest photos which are due on August 15<sup>th</sup>, the Flow Mobile DMV Services on May 23<sup>rd</sup>, and lastly, reminded everyone that Town Hall will be closed on May 27<sup>th</sup>, in observance of Memorial Day.

Also, Council Member Jablonski wished all the mothers a wonderful Mother's Day. He also thanked and gave a special shout out to George Morris, Chairperson of the DIAB, who volunteered as the Bingo caller, and diffused a discussion between two of the Bingo players by contributing to the event and made a donation to the Southwest Ranches Parks Foundation.

Mayor McKay advised that Town Administrator Berns and December Lauretano-Haines, liaison to the Parks & Recreational Open Spaces (PROS) Board, have various projects pertaining to the parks upcoming. Also, he informed that he met with Kevin Hart from the South Broward Drainage District (SBDD) about drainage issues. In addition, he reported that Town Attorney Poliakoff is currently working on a waiver for the Town so volunteers can help residents clear the banks of their canals. Lastly, Mayor McKay mentioned that it was Budget season, and that he plans to attend all meetings to discuss the Town's Budget issues. He welcomed any resident to please call Town Hall if they would like to share their input, thoughts and/or concerns.

Council Member Hartmann wished all mothers a very Happy Mother's Day.

Council Member Fisikelli offered no comments.

Council Member Schroeder offered no comments.

## **8. Legal Comments**

Town Attorney Poliakoff announced that the legislative session had ended, and the Town has projects in the proposed budget. He reported that the Town will receive some of the funds which have been allocated; over a half million dollars for the numerous projects that were prioritized by the Town. However, the Emergency Operations Center (EOC) was pulled out of the budget, but it will be a priority project for next year's budget.

Next, Mr. Poliakoff informed that in order to protect and maintain the Town's sovereignty, he worked diligently to include language in the Florida Statutes, and created multiple bills which state that a municipality may not buy property in another municipality without the consent of that municipality, and a municipality may not de-annex another municipality's property without that municipality's consent.

In an effort to avoid any issues with Tallahassee, the Town reached out to Pembroke Park which has good connections with the League of Cities which published a policy statement on their website, stating their support of a municipality's right not to be de-annexed. During the legislative session, the House of Representatives passed two versions of the language bill and the language went into the Senate bill. However, the League of Cities expressed strong opposition of the language. As a result of the League of Cities' opposition of the language, Pembroke Pines hired four lobbyists to defeat the Town's language. The Senate president reached out to a member of the Senate who is a friend of the Town, and she included the language in the bill, but was then asked to withdraw the language from the bill. Furthermore, Town Attorney Poliakoff reached out to State Senator, Gary Farmer, placed the language in the bill, and proposed the amendment to amend the bill. However, he was later attacked by many League of Cities' and Pembroke Pines' lobbyists.

The final outcome was that the language did not get passed this year, however, some good came out of this because now everyone in the Senate has been educated on the issues between Pembroke Pines and the Town of Southwest Ranches. This in turn will avoid any major issues



next year. Lastly, the Town now has formed an alliance with Pembroke Park, who are outraged by the League of Cities' opposition to the anti-annexation bill when they were the ones who previously attended meetings, and created a sub-committee on annexation just for Pembroke Park. The Town is prepared to continue to succeed next year.

Next, Town Attorney Poliakoff informed that the Town was hit with an American Disabilities Act (ADA) issue. The Town recently received a letter from a sight-impaired individual from Daytona Beach stating that he cannot read the Town's website because it doesn't have the accessibility for his screen reader, and under ADA if the Town doesn't revamp its website, he could sue the Town. He requested the Town's budget for the last five years, and the Town's Minutes for the last ten years, etc. In response to his request, Assistant Town Administrator/Town Clerk Muniz drafted a letter stating that the Town is currently working on accommodating his request. As a result, Mr. Muniz will need to hire a company to audit the Town's website to determine which aspects are not in ADA compliance. This is an unbudgeted item that will come before Town Council to consider the re-vamping of the Town's website or to remove Town's website completely in order to be ADA compliant.

The Mayor suggested to take down the information from the Town's website for six months. Assistant Town Administrator/Town Clerk Russell Muniz explained that taking down information from the Town's website would not be a good idea because it won't eliminate our liability, even if we settle. Mr. Muniz opined that by reaching a financial settlement it will signify that we are a Town that settles. The Town Attorney reached out to the Attorney General's office for assistance, but they advised him to refer to the League of Cities.

Lastly, the case with Mr. McBride is not over. His lawyer claims that he never agreed to the offer that Town Council had suggested. As a result, Mr. McBride had four people deposed including Mayor Doug McKay, Ryan McKay, the Mayor's son, Chris Reynolds, a resident who lived on Palomino fifteen years ago, and worked for Sea Visions in 2009, and his neighbor, Mr. Calabrese. Town Attorney Poliakoff and Town Administrator Berns are currently meeting on a weekly basis to discuss ways that can resolve this issue. Unfortunately, there is no imminent resolution.

## **9. Administration Comments**

Town Administrator Andrew Berns reported that the roof of the Rolling Oaks Barn has been pressure cleaned. Also, Town Administrator Berns informed that the Town is scheduled to receive \$600,000, and \$375,000 for the guardrails project, and \$200,00 for drainage projects. He advised that Town's lobbyists are working with the Governor's Office to ensure that the Town will not have any issues.

Lastly, Town Administrator Berns thanked Mayor McKay and Council Member Schroeder for their efforts in re-stripping Town Hall's parking lot.

## **Resolutions**

**10.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA URGING THE STATE LEGISLATURE AND FEDERAL GOVERNMENT TO INITIATE A

STUDY OF THE HEALTH EFFECTS OF SMALL CELL TOWERS BUILT TO ACCOMMODATE 5G TECHNOLOGY AND TO DEVELOP INSTALLATION GUIDELINES PROTECTING THE HEALTH AND WELFARE OF RESIDENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**11.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND SEVEN HUNDRED AND SEVENTY-ONE DOLLARS AND TEN CENTS (\$28,771.10) TO MOTOROLA SOLUTIONS, INC. TO PURCHASE PUBLIC SAFETY COMMUNICATION EQUIPMENT FOR THE SOUTHWEST RANCHES VOLUNTEER FIRE RESCUE, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**12. Adjournment** - Meeting was adjourned at 8:48 P.M.

*Respectfully submitted:*

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*Ivette Solera, Deputy Town Clerk, CMC*

*Adopted by the Town Council on  
this day of June 13, 2019.*

---

*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.

DRAFT



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

Thursday 7:00 PM

May 23, 2019

13400 Griffin Road

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Present:

Mayor Doug McKay (Phone)

Vice Mayor Gary Jablonski

Council Member Freddy Fisikelli

Council Member Bob Hartmann

Council Member Denise Schroeder

Andrew Berns, Town Administrator

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 7:09 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**3. Recognition of Davie Police Officer Veronica Love** – The proclamation was read into the record and presented.

**4. Site Plan Re-approval – Terra Ranches**

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RE-APPROVING THE EXPIRED TERRA RANCHES SITE PLAN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**5. Public Comment**

The following members of the public addressed the Town Council: Robert Sirota & Jim Laskey.

**6. Board Reports**

John Eastman reported that he attended the Federal Aviation Administration (FAA) meeting, and voiced the concerns of the Town, relating to noise and pollution of planes flying above the Town. He informed that during the summer, the main runway will be closed due to repairs and therefore, less planes will be flying over Town. Mr. Eastman stated that he will continue to keep the Town up to date on any new information.

**7. Council Member Comments**

Vice Mayor Jablonski advised of upcoming events such as the Hazardous Household Waste & Prescription Drug Drop Off on Saturday, July 13<sup>th</sup>, the Flow Mobile DMV Services on Thursday, June 27<sup>th</sup> & on Thursday, July 25<sup>th</sup>.

Council Member Schroeder offered no comments.

Council Member Fisikelli offered no comments.

Council Member Hartmann addressed Mr. Sirota's question about promoting businesses in Town. He informed that the Historical Society organized a business catalog on the Town's website. He also addressed Mr. Laskey's concern of the propane tanks on his neighbor's property. Council Member Hartmann informed Mr. Laskey that there are propane tanks all over Town. Lastly, he congratulated Officer Love on her heroic efforts in jumping in alligator-infested waters to save someone who had fallen into the Holiday Park canal due to a car accident.

Mayor McKay had no comments.

## **8. Legal Comments**

Town Attorney Poliakoff gave an update of two Town hearings that have taken place since the last Council meeting. The first case was about a resident who sued the Town because of the high increase in the amount of fire assessment taxes on his property. The judge dismissed the case, but asked the Town Council to file a future motion in an effort to resolve this case.

On the second case, a resident, Dania Perez submitted an application for a plat. After revision of the application, Jeff Katims, the Town Planner recommended that she provide a right of way to the Town. Ms. Perez sued the Town because she was not in favor of providing the Town the Right-of-Way. In addition, upon a re-plat application review, Mr. Katims found that there was a large structure that had been built without a permit on the setback of the property. She was asked to take down the structure. The case went before the Special Magistrate, and stated that if the structure wasn't fixed in 60 days, that the case would be dismissed.

## **9. Administration Comments**

Town Administrator Andrew Berns offered no comments.

## **Ordinance – 1<sup>st</sup> Reading**

**10.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PERTAINING TO THE REGULATION OF NEW COMMERCIAL PLANT NURSERIES AS A SPECIAL EXCEPTION USE; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") BY AMENDING SECTION 10-30, "TERMS DEFINED;" AMENDING ARTICLE 45, "AGRICULTURAL AND RURAL DISTRICTS," SECTIONS 045-030,"GENERAL PROVISIONS" AND 045-050, "PERMITTED AND PROHIBITED USES;" AMENDING ARTICLE 60, "COMMUNITY FACILITY DISTRICT," SECTION 060-030, "PERMITTED AND PROHIBITED USES;" AMENDING ARTICLE 100, "APPLICATION SUBMITTAL AND NOTICE PROCEDURES," SECTIONS 100-020, "GENERAL APPLICATION REQUIREMENTS," 100-030, "MINIMUM REQUIRED CONTENT FOR ALL PUBLIC HEARING NOTIFICATIONS," AND 100-060, "MAIL NOTICE REQUIREMENTS FOR PUBLIC

HEARINGS;" CREATING ARTICLE 112, "SPECIAL EXCEPTION USES;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Item Tabled from March 28, 2019 – Second Reading to be held June 13, 2019}

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

**MOTION: TO TABLE THE ORDINANCE UNTIL THE AUGUST 22, 2019 MEETING.**

**11. Approval of Minutes**

- a. March 14, 2019
- b. April 11, 2019

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

**MOTION: APPROVE THE MINUTES.**

**12. Adjournment - Meeting was adjourned at 7:39 P.M.**

*Respectfully submitted:*

---

*Ivette Solera, Deputy Town Clerk, CMC*

*Adopted by the Town Council on  
this day of June 13, 2019.*

---

*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.