



Southwest Ranches Town Council

REGULAR MEETING Agenda of January 9, 2020

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Public Comment

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Resolutions

- 8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH DIAMOND EYE STABLES, LLC RELATING TO ITS 2018 and 2019 FIRE ASSESSMENTS (CACE 18-023257 & CACE 19-019635); 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.**
- 9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH GPE ENGINEERING & GENERAL CONTRACTOR CORP. IN THE**

AMOUNT OF ONE MILLION SIXTY-NINE THOUSAND SIX HUNDRED FIFTY-FOUR DOLLARS AND SIXTY CENTS (\$1,069,654.60) FOR CONSTRUCTION OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS PROGRAM FOR SW 188TH AVENUE AND ITS SIDE STREETS; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2019/2020 BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA TRANSFERRING THE TOWN'S CODE COMPLIANCE AND ENFORCEMENT SERVICES & PLANNING, ZONING, PERMITTING, AND LAND USE SERVICES TO J.A. MEDINA, LLC; ENTERING INTO A NEW AGREEMENT WITH J.A. MEDINA, LLC., WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

11. Approval of Minutes

- a. October 24, 2019 Regular Meeting**

12. 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
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 1/9/2020
SUBJECT: Diamond Eye Settlement Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Diamond Eye is the owner of a property in Southwest Ranches. On March 5, 2019, Diamond Eye filed an Amended Complaint for Declaratory Relief against the Town, contesting the 2018 Fire Assessment levied against the Parcel, in that certain Broward County Court Case No. CACE 18-023257, Diamond Eye Stables, LLC v. Town of Southwest Ranches.

On August 20, 2019, the Town adopted Resolution 2019-052, which constituted the final fire services assessment, which re-imposed Fire Assessments for the Fiscal Year beginning October 1, 2019. On September 30, 2019, Diamond Eye filed a second Complaint for Declaratory and Injunctive Relief against the Town, contesting the 2019 Fire Assessment levied against the Parcel, in that certain Broward County Court Case No. CACE 19-019635, Diamond Eye Stables, LLC v. Town of Southwest Ranches.

The Parties have agreed that it is in their best interest to settle these actions pursuant to the terms of this Settlement Agreement, as set forth herein.

Fiscal Impact/Analysis

As per the terms of the negotiated settlement agreement the fire assessment levied for the property for fiscal Year 2020 is \$971.18.

Staff Contact:

Keith Poliakoff, Town Attorney
Andy Berns, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Diamond Eye Settlement Reso - TA Approved	1/2/2020	Resolution
Settlement Agreement	1/2/2020	Agreement

RESOLUTION NO. 2020-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH DIAMOND EYE STABLES, LLC RELATING TO ITS 2018 and 2019 FIRE ASSESSMENTS (CACE 18-023257 & CACE 19-019635); 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.

WHEREAS, on June 14, 2001, the Town adopted the Fire Rescue Assessment Ordinance, 2001-09, which set forth a method for assessing the cost of fire services in a manner that will insure that there are adequate funds to provide for the level of services deemed necessary and proper to promote the health, safety, and general welfare of its citizens; and

WHEREAS, on September 12, 2018, the Town adopted Resolution 2018-070, which constituted the final fire services assessment, which re-imposed Fire Assessments for the Fiscal Year beginning October 1, 2018 (the "2018 Fire Assessment"); and

WHEREAS, Diamond Eye is the owner of a property in Broward County containing the Parcel ID # 514002010070, with the property address of 6200 SW 130th Avenue, Southwest Ranches, Florida 33330 (the "Parcel"); and

WHEREAS, on March 5, 2019, Diamond Eye filed an Amended Complaint for Declaratory Relief against the Town, contesting the 2018 Fire Assessment levied against the Parcel, in that certain Broward County Court Case No. CACE 18-023257, *Diamond Eye Stables, LLC v. Town of Southwest Ranches*. (the "Action I"); and

WHEREAS, on August 20, 2019, the Town adopted Resolution 2019-052, which constituted the final fire services assessment, which re-imposed Fire Assessments for the Fiscal Year beginning October 1, 2019 (the "2019 Fire Assessment"); and

WHEREAS, on September 30, 2019, Diamond Eye filed a second Complaint for Declaratory and Injunctive Relief against the Town, contesting the 2019 Fire Assessment levied against the Parcel, in that certain Broward County Court Case No. CACE 19-019635, *Diamond Eye Stables, LLC v. Town of Southwest Ranches*. (the "Action II"); and

WHEREAS, the Parties have agreed that it is in their best interest to settle Actions I and II, pursuant to the terms of this Settlement Agreement, as set forth herein.

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

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

Section 2. That the Town Council hereby approves the Settlement Agreement with Diamond Eye Stables, LLC, attached hereto and incorporated herein by reference as Exhibit "A", resolving with prejudice Circuit Court cases CACE 18-023257 & CACE 19-019635 .

Section 3. The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

[Signatures on Following Page]

PASSED by the Town Council of the Town of Southwest Ranches, Florida, this

____th day of January, 2020, on a motion by _____

and seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
36383017.1

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SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made by and between the Town of Southwest Ranches ("Town"), on the one hand, and Diamond Eye Stables, LLC, ("Diamond Eye"), on the other hand (collectively the "Parties"), as follows:

WHEREAS, on June 14, 2001, Town adopted the Fire Rescue Assessment Ordinance, 2001-09, which set forth a method for assessing the cost of fire services in a manner that will insure that there are adequate funds to provide for the level of services deemed necessary and proper to promote the health, safety, and general welfare of its citizens; and

WHEREAS, on September 12, 2018, the Town adopted Resolution 2018-070, which constituted the final fire services assessment, which re-imposed Fire Assessments for the Fiscal Year beginning October 1, 2018 (the "2018 Fire Assessment"); and

WHEREAS, Diamond Eye is the owner of a property in Broward County containing the Parcel ID # 514002010070, with the property address of 6200 SW 130th Avenue, Southwest Ranches, Florida 33330 (the "Parcel"); and

WHEREAS, on March 5, 2019, Diamond Eye filed an Amended Complaint for Declaratory Relief against the Town, contesting the 2018 Fire Assessment levied against the Parcel, in that certain Broward County Court Case No. CACE 18-023257, *Diamond Eye Stables, LLC v. Town of Southwest Ranches*. (the "Action I"); and

WHEREAS, on August 20, 2019, the Town adopted Resolution 2019-052, which constituted the final fire services assessment, which re-imposed Fire Assessments for the Fiscal Year beginning October 1, 2019 (the "2019 Fire Assessment"); and

WHEREAS, on September 30, 2019, Diamond Eye filed a second Complaint for Declaratory and Injunctive Relief against the Town, contesting the 2019 Fire Assessment levied against the Parcel, in that certain Broward County Court Case No. CACE 19-019635, *Diamond Eye Stables, LLC v. Town of Southwest Ranches*. (the "Action II"); and

WHEREAS, the Parties have agreed that it is in their best interest to settle Actions I and II, pursuant to the terms of this Settlement Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **ASSESSMENT SETTLEMENT.** The Parties hereby agree to the Assessment Settlement as follows (the "Assessment Settlement"):

a. Within three (3) business days following the execution of this Settlement Agreement, and approval by the Town Council of the Town of Southwest Ranches, the Town shall notify the Broward County Property Appraiser in writing that the agricultural portion of the Parcel (4.7 acres), previously classified as commercial, shall be reclassified as vacant/agricultural property for purposes of the Town's October 1, 2019 Fire Assessment, and shall provide evidence thereof to counsel for Diamond Eye.

b. The Town shall cause its October 1, 2019 Fire Assessment levied against the Parcel and payable to the Broward County Tax Collector to be amended to reflect a \$523.51 Fire Assessment for the single family home located on the Parcel, in addition to a \$447.49 Fire Assessment on the Parcel, based on the vacant/agricultural rate of (\$95.21/acre x 4.7 acres), for a total Fire Assessment of \$971.00. Diamond Eye shall pay the current Fire Assessment shown on its tax bill in the amount of \$11,793.31. Within thirty (30) days upon proof of payment, the Town shall refund to Diamond Eye \$10,822.31, leaving Diamond Eye with a total October 1, 2019 Fire Assessment of \$971.00 (\$523.51 for its single family house plus \$95.21 per acre of agricultural land).

c. The agricultural portion of the Parcel, previously classified as commercial, shall remain classified as vacant/agricultural until such time as the Town conducts a new fire study which will replace the 2011 Fire Protection Assessment Report commissioned by the Town (the "Willdan Report"). Although the Town cannot predict the outcome of a new fire study, the new fire study is being conducted, in part, so that properties, such as this one, are placed in the same category as other properties with an agricultural exemption, and not placed in the same commercial category as Publix, Lowes and the like.

3. **VOLUNTARY DISMISSAL OF ACTIONS.** Within Three (3) business days of Defendant's compliance with Defendant's obligations under this Settlement Agreement as set forth in Section 2a and 2b, Plaintiff shall voluntarily dismiss both Action I and Action II, as defined herein, with both parties bearing their own costs and attorneys' fees. The Circuit Court of Broward County, Florida shall retain jurisdiction over this matter solely for the purpose of enforcing this Agreement.

4. **MUTUAL RELEASES.** Except as to, and subject to, the Parties' full, complete, and timely performance of their obligations under this Agreement, both Parties hereby acquit, satisfy, and forever release and discharge the other, including their respective employees, agents, shareholders, officers, directors, attorneys, heirs, successors, and assigns, of and from any and all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Parties ever had, now have, or which any personal representative, successor, heir or assign of the Parties, hereafter can, shall or may have on account of, arising out of, or in any way related to all Fire Assessments prior to and including the Town's October 1, 2019 Fire Assessment. Nothing herein shall preclude Diamond Eye from contesting any future Fire Assessments or reclassification of the Parcel from vacant/agricultural to any other designation.

5. **DEFAULT.** Subject to the Town's full, complete, and timely performance of its obligations under the Assessment Settlement, failure of Diamond Eye to make any payment(s) due under this Agreement and pursuant to the Assessment Settlement shall represent a material breach of this Agreement and shall negate the reduction granted by the Town. The Town reserves all legal and

equitable rights and remedies available to Town.

6. **NO MODIFICATION UNLESS IN WRITING.** No modification of this Agreement shall be valid and binding unless agreed to in writing and signed by the Parties.

7. **APPLICABLE LAW.** This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement, including enforcement of its terms, is subject to the exclusive jurisdiction and venue of the state courts located in Broward County, Florida.

8. **SEVERABILITY.** In the event that any provision of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions, in whole or in part, shall continue to be enforceable to the greatest extent allowed by law and to the same extent as if the void or unenforceable provision were omitted from the Agreement.

9. **NON-ASSIGNMENT.** The Parties may not assign this Agreement without the written consent of the other.

10. **ATTORNEY'S FEES AND COSTS.** In any action or proceeding to enforce this Agreement, declare the rights of the Parties hereunder, or for damages for a breach hereof, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees and costs (at both the trial and all appellate levels).

11. **REVIEW BY COUNSEL/JOINT DRAFTING.** Both Parties have been represented by counsel in connection with this Agreement. This Agreement is the product of joint negotiation by the parties. Therefore, the Agreement shall not be interpreted more strictly against either of the Parties solely by reason of its drafting.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire settlement agreement between the Parties and all prior or contemporaneous negotiations or representations are merged into this Agreement.

13. **COUNTERPART EXECUTION.** This Agreement may be executed in counterparts together which constitute one instrument. This Agreement may be executed by facsimile or with signatures transmitted by electronic means, which shall constitute an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement, individually or through a duly authorized officer, on the day and year set forth below.

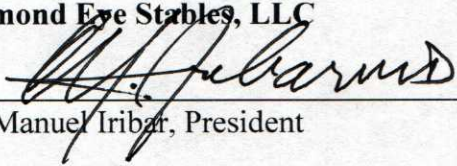
TOWN OF SOUTHWEST RANCHES

ANDREW BERNS, *Town Administrator*

[DATE]



Diamond Eye Stables, LLC



Dr. Manuel Iribar, President

12/19/2019
[DATE]



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
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 1/9/2020
SUBJECT: Agreement with GPE Engineering & General Contractor Corp. for the Fiscal Year 2019-2020 Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program Improvements

Recommendation

To place this item on the agenda for Council consideration and approval to enter into an agreement with GPE Engineering & General Contractor Corp. for the Fiscal Year 2019-2020 Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program Improvements.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- D. Improved Infrastructure

Background

The Town implemented a Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program during FY 2015 with the goal of preserving and extending the life of the Town's paved streets. Per the direction of the Drainage and Infrastructure Advisory Board (DIAB), the TSDOR program annual budget has been revised and targeted to not exceed the amount of \$495,000. This amount includes a 10% contingency, which if necessary, would serve to replenish the TSDOR contingency reserve set at a minimum recommended amount of \$200,000. Based on this direction, the TSDOR program schedule has been extended to a 25+ year period, and the amount available in the contingency reserve will fluctuate depending on the actual cost of construction and approved project delivery method. Accordingly, based on construction estimates received, the DIAB has recommended to complete the 2019 road segments over the course of two years (FY 19 and 20).

On October 24, 2019, the Town advertised Invitation for Bid (IFB) 20-002 for the Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program Improvements. The project includes roadway resurfacing, striping, and re-shaping and sodding of drainage swales on SW 188th Avenue, SW 63rd Street, and SW 61st Court (base bid) and the following side streets as a bid add-alternate: Stirling Road; SW 57th Court; SW 54th Place; SW 51st Manor; SW 186th Way.

Due to budgetary constraints, there was a need for the project to be divided into a base bid with an add-alternate bid. However, the base bid will solely be used to determine the lowest bidder.

On December 4, 2019, the Town received seven (7) responses (ranked by lowest base bid).

Company Name	Base Bid	Add Alternate	Total (Base Bid plus Add Alternate)
GPE Engineering & General Contractor Corp.	\$949,848.30	\$119,806.30	\$1,069,654.60
General Asphalt Co., Inc.	\$1,049,067.45	\$99,380.20	\$1,148,447.65
Acosta Tractors, Inc.	\$1,074,235.21	\$191,940.04	\$1,266,175.25
The Stout Group, LLC	\$1,184,639.90	\$228,191.50	\$1,412,831.40
Weekley Asphalt Paving, Inc.	\$1,232,660.62	\$200,823.50	\$1,433,484.12
Atlantic Southern Paving and Sealcoating, LLC	\$1,333,546.80	\$247,149.30	\$1,580,696.10
Florida Engineering & Development Corp	\$1,416,183.72	\$252,206.11	\$1,668,389.83

After reviewing the bids, it was determined that GPE Engineering & General Contractor Corp. was the lowest responsive and responsible bidder that met the requirements of IFB 20-002. It shall be noted that GPE Engineering & General Contractor Corp. was also the lowest Grand Total bid comprising both the base bid plus the add alternate.

The Drainage and Infrastructure Advisory Board voted unanimously to move forward with both the base bid plus the add alternate.

Fiscal Impact/Analysis

The Town budgeted \$1,000,101 for TSDOR in FY 2019-2020 adopted Town Budget (Line Item #101-5100-541-63280 Infrastructure – Roadway Paving / TSDOR), of which \$845,101 is appropriated for this specific construction project, \$140,000 is slated for design and surveying of a future TSDOR construction project, and \$10,000 is appropriated for land mitigation (legal).

Staff recommends adding a 2% contingency (\$21,393) for construction. Therefore, a budget amendment for the TSDOR Improvements is needed as follows:

First, increasing then transferring an appropriation of General Fund unassigned Fund Balance (reserves) from the General Fund to the Transportation Fund in the amount of \$245,947 (\$1,069,655 (total bid) plus \$21,393 (2% contingency) minus \$845,101 (budgeted amount), respectively per above). The projected ending unassigned fund balance at September 30, 2019 is slightly in excess of \$3,900,000. After approving this appropriation, the unassigned fund balance (reserves) for the General Fund is approximately \$3,654,053, or almost 29% of total general fund expenditures and transfers for FY 2020 (\$3,654,053/\$12,795,993). Therefore, the Town continues to exceed the minimum standard as recommended by the Government Finance Officers Association (GFOA) of 16.7%.

GFd REVENUE:

Appropriated Fund Balance (001-0000-399-39900)	\$245,947
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GFd EXPENDITURE:

Transfer to Transportation Fund (001-3900-581-91101)	\$245,947
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Second, increasing Transportation Projects Fund- Infrastructure- Roadway Paving / TSDOR expenditure account (101-5100-541-63280) in the amount of \$245,947 with the offsetting revenue received pursuant to the above General Fund transfer as follows:

TRANS Fd. REVENUE:

Transfer from General Fund (101-0000-381-38101)	\$245,947
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TRANS Fd. EXPENDITURE

Infrastructure-Roadway Paving/TSDOR (101-5100-541-63280)	\$245,947
--	-----------

Staff Contact:

Rod Ley, PE, LEED AP, CPESC, Town Engineer
Emily Aceti, Community Services Manager
Martin Sherwood, Town Financial Administrator
Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
GPE Engineering TSDOR Award - TA Approved	1/3/2020	Resolution
Agreement	1/2/2020	Agreement
Exhibit - GPE Bid January 9, 2020 Regular Meeting	1/2/2020	Exhibit

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH GPE ENGINEERING & GENERAL CONTRACTOR CORP. IN THE AMOUNT OF ONE MILLION SIXTY-NINE THOUSAND SIX HUNDRED FIFTY-FOUR DOLLARS AND SIXTY CENTS (\$1,069,654.60) FOR CONSTRUCTION OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS PROGRAM FOR SW 188TH AVENUE AND ITS SIDE STREETS; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2019/2020 BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the project includes roadway resurfacing, striping, re-shaping, and sodding of drainage swales on SW 188th Avenue, SW 63rd Street, and SW 61st Court (base bid) and the following side streets as a bid add-alternates: Stirling Road; SW 57th Court; SW 54th Place; SW 51st Manor; SW 186th Way; and

WHEREAS, the Town's legal staff has confirmed that this group of road have no encumbered right of way issues; and

WHEREAS, surveying and engineering services have been completed; and

WHEREAS, on October 24, 2019, the Town advertised Invitation for Bid (IFB) No. 20-002 for "Transportation Surface Drainage Ongoing Rehabilitation Program (TSDOR)" in accordance with purchasing policy; and

WHEREAS, on December 5, 2019, the Town received seven (7) responses; and

WHEREAS, after reviewing the bids, it was determined that GPE Engineering & General Contractor Corp. provided the lowest responsive and responsible base bid that met the requirements of IFB No. 20-002; and

WHEREAS, GPE Engineering & General Contractor Corp.'s bid tabulation for the Base Bid and Bid Add-Alternate totals \$1,069,654.60 (Base Bid = \$949,848.30 + Add-Alternate = \$119,806.30), which is also the lowest Grand Total bid; and

WHEREAS, the Town budgeted \$845,101.00 for this construction project in the FY 2019-2020 adopted Town Budget; and

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

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

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

Section 2. The Town Council hereby approves entering into an Agreement with GPE Engineering & General Contractor Corp. in the amount of One Million Sixty-Nine Thousand Six Hundred Fifty-Four Dollars and Sixty Cents (\$1,069,654.60) for the improvements to SW 188th Avenue and its side streets in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby approves the necessary budget amendment for the TSDOR Improvements as follows:

First, increasing then transferring an appropriation of General Fund unassigned Fund Balance (reserves) from the General Fund to the Transportation Fund in the amount of \$245,947 (\$1,069,655 (total bid) plus \$21,393 (2% contingency) minus \$845,101 (budgeted amount), respectively per above). The projected ending unassigned fund balance at September 30, 2019 is slightly in excess of \$3,900,000. After approving this appropriation, the unassigned fund balance (reserves) for the General Fund is approximately \$3,654,053, or almost 29% of total general fund expenditures and transfers for FY 2020 (\$3,654,053/\$12,795,993). Therefore, the Town continues to exceed the minimum standard as recommended by the Government Finance Officers Association (GFOA) of 16.7%.

GFd REVENUE:

Appropriated Fund Balance (001-0000-399-39900)	\$245,947
--	-----------

GFd EXPENDITURE:

Transfer to Transportation Fund (001-3900-581-91101)	\$245,947
--	-----------

Second, increasing Transportation Projects Fund- Infrastructure- Roadway Paving / TSDOR expenditure account (101-5100-541-63280) in the amount of \$245,947 with the offsetting revenue received pursuant to the above General Fund transfer as follows:

TRANS Fd. REVENUE:

Transfer from General Fund (101-0000-381-38101) \$245,947

TRANS Fd. EXPENDITURE

Infrastructure-Roadway Paving/TSDOR (101-5100-541-63280) \$245,947

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

Section 5. This Resolution shall become effective immediately upon adoption.

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

Ranches, Florida, this 9th day of January 2020 on a motion by

_____ and seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

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
36387020.1

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EXHIBIT “A”



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

GPE ENGINEERING & GENERAL CONTRACTOR CORP.

FOR

**“IFB NO.: 20-002 ROADWAY RESURFACING PROJECT:
TRANSPORTATION AND SURFACE DRAINAGE AND ONGOING
REHABILITATION PROGRAM”**

IFB No. 20-002

AGREEMENT FOR

“IFB No.: 20-002 Roadway Resurfacing Project: Transportation and Surface Drainage and Ongoing Rehabilitation Program”

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 9th day of January 2020 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and GPE Engineering & General Contractor Corp. (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to enter into an agreement for the Fiscal Year 2019-2020 Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program Improvements (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 20-002 on October 24, 2019 (“IFB”); and

WHEREAS, 7 bids were received by the Town on December 4, 2019; and

WHEREAS, the Town has adopted Resolution No. 20__ - ____ at a public meeting of the Town Council approving the recommended award and has selected GPE Engineering & General Contractor Corp. for award of the Project.

NOW THEREFORE, in consideration of the foregoing promises 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 (“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 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 associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. 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.
- 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 from the Final Completion Date. 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

“IFB No.: 20-002 Roadway Resurfacing Project: Transportation and Surface Drainage and Ongoing Rehabilitation Program”

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay 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 **one hundred twenty (120) 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 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 The parties agree that time is of the essence in execution of the Work delineated within the 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 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 **one hundred twenty (120) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, the parties agree that liquidated 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 the delay in meeting the Substantial Completion Date. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

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

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued for 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 written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.

Notwithstanding the foregoing, Contractor acknowledges 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 a total, not to exceed, \$1,069,654.60 One million, sixty-nine thousand six hundred fifty-four dollars and sixty cents ("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, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to delivered to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice 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 and in compliance with 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 form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.

- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the 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 damaged requiring correction or replacement, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off 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 the Work hereunder 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 in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders, of any authority with jurisdiction regarding 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 during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Agreement and IFB.
- 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 for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 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 incident, 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.

- 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 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. Contractor agrees to indemnify and hold harmless Town, 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 comply with 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 trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work 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 assigns for the period which 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 to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or 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, the prevailing party shall be entitled to recover 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 all Work in a professional manner and in accordance with 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 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 any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT 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, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

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

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

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: GPE ENGINEERING & GENERAL CONTRACTOR

CORP, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 9th day of January 2020.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____ (title)
____ day of _____ 20__

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
____ day of _____ 20__

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 20__

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

Southwest Ranches Council
Mayor Doug McKay,
Vice Mayor Gary Jablonski
Bob Hartmann
Denise Schroeder



Town Administrator
Andrew Berns

INVITATION FOR BIDS

IFB No. 20-002

Town of Southwest Ranches
Is seeking proposals for:

ROADWAY RESURFACING PROJECT: TRANSPORTATION AND SURFACE DRAINAGE AND ONGOING REHABILITATION PROGRAM

Date issued/available for distribution: October 24, 2019

Proposer shall submit one (1) unbound original, two (2) bound copies of the completed bid, and one (1) electronic copy of the entire bid in a PDF or similar format, which must be received by the Office of the Senior Procurement and Budget Officer no later than **Wednesday, December 4, 2019, at 11:00 a.m. local time**. See Section 1.6 for mailing instructions.

Non-Mandatory Pre-Proposal Conference: Thursday November 7, 2019 at 10:00 a.m. local time. See Section 1.3, of this IFB for the location of the Pre-Proposal Conference.

ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE IFB NUMBER

CAUTION

Amendments to this Invitation for Bids will be posted on the Southwest Ranches Procurement Department's website which can be accessed at <http://southwestranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is the proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of bids.

Southwest ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATIVE FORMAT.

IFB 20-002

APPENDIX A- BID SCHEDULE – Revised November 15, 2019

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.

ITEM DESCRIPTION		UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
101-1	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$15,737.25	\$15,737.25
104-18	INLET PROTECTING SYSTEM	EA	10	\$152.72	\$1,527.20
104-10-3	SEDIMENT BARRIER	LF	16500	\$1.25	\$20,625.00
110-1-1	CLEARING AND GRUBBING	LS	1	\$23,060.92	\$23,060.92
120-1	REGULAR EXCAVATION (swale grading)	CY	11809.06	\$7.66	\$90,457.40
210-1-8	REWORKING LIMEROCK BASE (OBG 1-4")	SY	30794	\$7.51	\$231,262.94
210-2	LIMEROCK-NEW MATERIAL FOR REWORKING BASE	CY	1282	\$28.67	\$36,754.94
285-709	OPTIONAL BASE GROUP 9	SY	1667	\$15.45	\$25,755.15
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (1.5")	TN	2541	\$141.49	\$359,526.09
570-1-2	PERFORMANCE TURF, SOD (swales)	SY	16430	\$4.10	\$67,363.00
SIGNING AND PAVEMENT MARKINGS					
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	35	\$365.03	\$12,776.05
700-1-12	SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20 SF	AS	14	\$1,194.63	\$16,724.82
700-1-60	SINGLE POST SIGN, REMOVE	AS	34	\$26.54	\$902.36
700-3-501	SIGN PANEL, RELOCATE, UP TO 12 SF	EA	2	\$99.55	\$199.10
706-3	RETRO-REFLECTIVE MARKERS	EA	22	\$4.65	\$102.30
711-15-101	PAVEMENT MARKINGS, STANDARD WHITE SOLID 6" THERMOPLASTIC	GM	3.18	\$3,650.25	\$11,607.80
711-11-125	PAVEMENT MARKINGS, STANDARD, WHITE SOLID 24" THERMOPLASTIC	LF	206	\$4.65	\$957.90

711-16-201	PAVEMENT MARKINGS, STANDARD, YELLOW SOLID 6" THERMOPLASTIC	GM	3.20	\$3,650.25	\$11,680.80
711-11-170	THERMOPLASTIC, STANDARD, WHITE ARROW	EA	2	\$86.28	\$172.56
711-14-160	THERMOPLASTIC, PREFORMED MESSAGE (WHITE) FOR HUMP SYMBOL	EA	8	\$331.84	\$2,654.72

<u>BASE BID: MAIN LINE TOTAL (REWORKING LIMEROCK UP TO 4" AND ADD 1.5" ASPHALT)</u>	\$ 949,848.30
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Add Alternative: Optional Side Streets (Dead End Streets)

	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
101-1	MOBILIZATION	LS	1.00	\$4,815.87	\$4,815.87
102-1	MAINTENANCE OF TRAFFIC	LS	1.00	\$7,868.63	\$7,868.63
104-10-3	SEDIMENT BARRIER	LF	4050.00	\$1.25	\$5,062.50
110-1-1	CLEARING AND GRUBBING	LS	1.00	\$5,562.64	\$5,562.64
120-1	REGULAR EXCAVATION (SWALE GRADING)	CY	7482.19	\$7.00	\$52,375.33
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (1" OVERLAY)	TN	275.81	\$159.97	\$44,121.33

<u>ADD ALTERNATIVE: OPTIONAL SIDE STREETS (DEAD END / SIDE STREETS) TOTAL</u>	\$ 119,806.30
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TOTAL BASE BID PLUS ADD ALTERNATIVE \$ 1,069,654.60

Bidder GPE ENGINEERING & GENERAL CONTRACTOR CORP.

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]

NAME: GPE ENGINEERING & GENERAL CONTRACTOR CORP.

ADDRESS: 4730 NW 128th St. Opa-Locka, FL 33054

FEIN: 59-1963236

LICENSE NUMBER: CGC061987 STATE OR COUNTY: FLORIDA
CUC057061

LICENSE TYPE: General Contractor / Underground Utility & Excavation
(Attach copy of license)

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

LICENSEE SIGNATURE: _____

LICENSEE NAME: ANTONIO REYES

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: GPE ENGINEERING & GENERAL CONTRACTORS CORP.

BIDDER'S ADDRESS: 4730 NW 128th St. Opa-Locka, FL 33054

BIDDER'S PHONE NUMBER: Office: 305-828-5307 Cell: _____

BIDDER'S EMAIL ADDRESS: BIDS@GPEENG.COM

By: Antonio Reyes

GPE ENGINEERING & GENERAL CONTRACTORS CORP.

Name of Corporation/Entity

4730 NW 128th St. Opa-Locka, FL 33054

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

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

APPENDIX B- DISCLOSURE OF OWNERSHIP INTEREST

**TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE**

STATE OF FLORIDA
COUNTY OF Miami Dade

BEFORE ME, the undersigned authority, this day personally appeared Antonio Reyes, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual **or**

☐ the President of GPE Engineering & General Contractor Corp
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

2. Affiant's address is:
4730 NW 128th St. Opa-Locka, FL 33054


3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

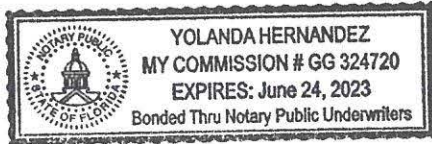
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

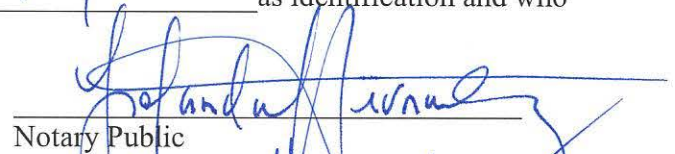
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.


_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 3rd day of December, 2019, by Antonio Reyes, [☒] who is personally known to me or [☐] who has produced _____ as identification and who did take an oath.





Notary Public
Yolanda Hernandez
(Print Notary Name)
State of FL at Large
My Commission Expires: 6/24/2023

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Address

ZOILA GONZALEZ - STOCKHOLDER 46.66%	4730 NW 128th St. Opa-Locka, FL 33054
CARIDAD X. REYES - STOCKHOLDER 36.66%	4730 NW 128th St. Opa-Locka, FL 33054
ANTONIO REYES - STOCKHOLDER 16.68%	4730 NW 128th St. Opa-Locka, FL 33054

APPENDIX C- 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: GPE ENGINEERING & GENERAL CONTRACTOR CORP.

APPENDIX D
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 THE TOWN OF SOUTHWEST RANCHES
by Antonio Reyes
for GPE ENGINEERING & GENERAL CONTRACTOR CORP.
whose business address is 4730 NW 128th St. Opa-Locka, FL 33054

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1963236

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.

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

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

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

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

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

[Signatures on next page]

BIDDER: GPE ENGINEERING & GENERAL CONTRACTOR CORP.

By: _____

ANTONIO REYES

(Printed Name)

PRESIDENT

(Title)

Sworn to and subscribed before me this 3rd day of December, 2019

Personally known ✓

Or Produced Identification _____

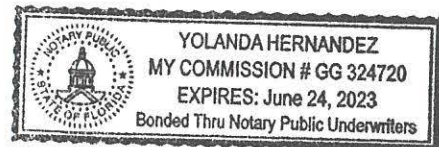
(Type of Identification)

Notary Public - State of FL

Notary Signature Yolanda Hernandez

My Commission Expires 06/24/2023

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



**APPENDIX E
NON-COLLUSION AFFIDAVIT**

State of FLORIDA)
) ss:
County of MIAMI DADE)

ANTONIO REYES being first duly sworn deposes and says that:

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

[Signatures on next page]

BIDDER:

ANTONIO REYES


PRESIDENT

Sworn to and subscribed before me this 3rd day of December, 2019.

Or Produced Identification

Notary Public - State of

My Commission Expires:


 YOLANDA HERNANDEZ
 MY COMMISSION # GG 324720
 EXPIRES: June 24, 2023
 Bonded Thru Notary Public Underwriters

***APPENDIX F**
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: _____

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

State of FLORIDA)
) ss:
County of MIAMI-DADE)


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 DECEMBER 4th, 2019, the following resolution was duly passed and adopted:

“RESOLVED, that Antonio Reyes, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, December 4th, 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 4th day of December, 2019.



Secretary.
(SEAL)

BIDDER: GPE ENGINEERING & GENERAL CONTRACTOR CORP.

State of _____)
County of _____) ss:

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 14, day of February, 2025.

Secretary:

(SEAL)

BIDDER: _____

***APPENDIX I
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: _____

APPENDIX J- BID BOND

Bond No. N/A

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we,
GPE Engineering & General Contractor Corp.

, as Principal, and Harco National 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 Bid Proposal Submitted Dollars (\$ -----5%-----), 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 December 4 2019 for

“IFB No.: 20-002 Roadway Resurfacing Project: Transportation and Surface Drainage and Ongoing Rehabilitation Program”

NOW, THEREFORE,

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 25 day of November, 2019, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

[Signatures on next page]

BIDDER: GPE Engineering & General Contractor Corp.

By: _____

Title: PRESIDENT

IN PRESENCE OF: _____
(Individual or Partnership Principal)

(SEAL)

4730 NW 128th Street
(Business Address)

Opa-Locka, FL 33054
(City/State/Zip)

305-828-5307
(Business Phone)

SURETY: Harco National Insurance Company

By: _____

Davor I. Mimica, Attorney in Fact

(SEAL)

702 Oberlin Road
(Business Address)

Raleigh, NC 27605
(City/State/Zip)

919-833-1600
(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: Davor I. Mimica, FL Res Agent

Date: November 25, 2019

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # N/A

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

DAVOR I. MIMICA, ILEANA M. BAUZA, EDUARDO A. MENENDEZ, WILLIAM F. KLEIS, WILLIAM L. PARKER

Miami, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL
FIDELITY INSURANCE COMPANY have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 25, 2019

APPENDIX K

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 Miami	444 SW 2nd Ave, Fort Lauderdale, FL 33130	(305) 416-1212	Elio Diaz
City of Fort Lauderdale	100 N Andrews Ave, Fort Lauderdale, FL 33301	(954) 701-7414	Sayd Hussain
City of Hollywood	2600 Hollywood Blvd. Hollywood, FL 33020	(954) 921-3930	Clece Aurelus
City of Florida City	10661 N. Kendall Dr., Suite 218 Miami, FL 33176	(305) 598-0199	Pedro D. Gonzalez

BIDDER: GPE ENGINEERING & GENERAL CONTRACTOR CORP.

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

TO THE TOWN OF SOUTHWEST RANCHES:

GPE ENGINEERING & GENERAL
CONTRACTOR CORP.

_____, 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 GPE ENGINEERING & GENERAL CONTRACTOR CORP. 's failure to comply with such regulations.

ATTEST

GPE ENGINEERING & GENERAL CONTRACTOR CORP.

CONTRACTOR

BY: _____

ANTONIO REYES

Print Name

Date: 12/04/2019

BIDDER: GPE ENGINEERING & GENERAL CONTRACTOR CORP.

APPENDIX M
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: GPE ENGINEERING & GENERAL CONTRACTOR CORP.

Bidder's Name: ANTONIO REYES

Bidder's Address: 4730 NW 128th St
OPA-LOCKA FL 33054

Bidder's Phone Number: (305) 828-5307

Bidder's Email: BIDS@GPEENG.COM

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

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION GENERAL CONTRACTOR - CGC061987

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION UNDERGROUND UTILITY & EXCAVATION - CUC057061

[Signatures on next page]

BIDDER: GPE ENGINEERING & GENERAL CONTRACTOR CORP.

State of Florida

County of

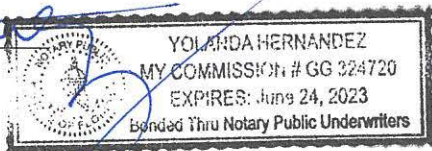
Miami-Dade

The foregoing instrument was acknowledged before me this 3rd day of December, 2019
by Antonio Reyes of GPE Engineering (Bidder), who is personally
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Miami-Dade County, Florida

Notary Signature



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

BIDDER: GPE ENGINEERING & GENERAL CONTRACTOR CORP.

APPENDIX N
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: Phase VI MDCPW Midway Drainage Improvement
Contract Amount: _____
Contract Date: 02/2016
Client Name: Miami Dade County Public Works Department
Address: NW 2nd Ave
Contact Person: Fred Diaz
Contact Person Tel. No.: 305-375-4152

Project Name: Stormwater Construction Annual Contract
Contract Amount: _____
Contract Date: 10/2018
Client Name: City of Fort Lauderdale Engineering Division
Address: Citywide
Contact Person: Sayd Hussain
Contact Person Tel. No.: 954-701-7414

Project Name: Davie Roadway & Watermain Improvement
Contract Amount: _____
Contract Date: 10/2018
Client Name: City of Hollywood
Address: Davie Road Ext/University Dr.
Contact Person: Clece Aurelis
Contact Person Tel. No.: 954-967-4357

BIDDER: GPE ENGINEERING & GENERAL CONTRACTOR CORP.

APPENDIX O 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>
Paving	PaveTech Inc.	13220 SW 132 Ave Unit 2 Miami, FL 33186

BIDDER: GPE ENGINEERING & GENERAL CONTRACTOR CORP.

**APPENDIX P
ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No.1 ^{AR} _____

Addendum No.2 _____

Addendum No.3 _____

Addendum No.4 _____

[Remainder of page intentionally left blank]

BIDDER: GPE ENGINEERING & GENERAL CONTRACTOR CORP.

**APPENDIX Q
LIABILITY CLAIMS**

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

1. Name and Location of project: _____

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

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

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

BIDDER: _____

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. G P E ENGINEERING & GENERAL CONTRACTOR CORP.	
	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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 4582	Requester's name and address (optional)
	6 City, state, and ZIP code HIALEAH, FL 33014	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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								
5	9	-	1	9	6	3	2	3 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 ► 	Date ► 4/2/19
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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.

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.



GPENGI-02

NOHELIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2019

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).

PRODUCER Acrisure, LLC d/b/a InSource 9500 South Dadeland Boulevard 4th Floor Miami, FL 33156-2867	CONTACT NAME:		
	PHONE (A/C, No, Ext): (305) 670-6111	FAX (A/C, No): (305) 670-9699	
	E-MAIL ADDRESS: email@insource-inc.com		
INSURED GPE Engineering & General Contractor Corp. PO Box 4582 Hialeah, FL 33014	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Insurance Company		35289
	INSURER B : North River Insurance Co		21105
	INSURER C : Transportation Insurance Co.		20494
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		5095130537	11/30/2019	12/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		4034210234	11/30/2019	12/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5821132887	11/30/2019	12/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	4034210220	11/30/2019	12/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: IFB No.: 20-002 Roadway Resurfacing Project: Transportation and Surface Drainage and Ongoing Rehabilitation Program
Town of Southwest Ranches is included as additional insured with respects to General Liability and Auto Liability, on a primary and non-contributory basis, when required by written contract. Blanket waiver of subrogation applies sin favor of additional insured with respects to Workers Compensation.

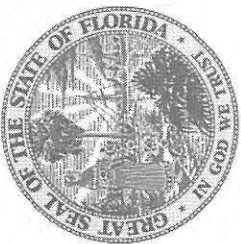
30 day notice of cancellation/10 days for non-payment applies in favor of certificate holder for the General Liability, Auto Liability and Workers Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

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

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

REYES, ANTONIO

G P E ENGINEERING & GENERAL CONTRACTOR CORP
16742 NW 78 CT
MIAMI LAKES FL 33016

LICENSE NUMBER: CGC061987

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at 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

REYES, ANTONIO

G P E ENGINEERING & GENERAL CONTRACTOR CORP
16742 NW 78 CT
MIAMI LAKES FL 33016

LICENSE NUMBER: CUC057061

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

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

Town Council
Doug McKay, Mayor
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñoz, Assistant Town Administrator/Town Clerk
DATE: 1/9/2020
SUBJECT: Code Compliance Contract - JA Medina LLC

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

CSI Code Services, Inc. ("CSI") is the Town's current code compliance and enforcement services provider and provider of planning, zoning, permitting and land use services. CSI's President, and principal owner, Robert Solera, has decided to relocate to another state. To maintain the continuity of the Town's department, the Town Council desires to transfer its code compliance and enforcement services and planning, zoning, permitting, and land use services to Julio Medina, its Deputy Code Enforcement Director. Julio Medina has agreed to be named the Town's new Code Enforcement Director and to provide code compliance and enforcement services and planning, zoning, permitting and land use services to the Town under his entity J.A. Medina, LLC ("Medina").

The Town is desirous of entering into an agreement with J.A. Medina, LLC for Code

Compliance and Enforcement Services & Planning, Zoning, Permitting, and Land Use Services.

Fiscal Impact/Analysis

There is no net change in overall compensation from the previous agreement approved by the Town Council.

Staff Contact:

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
JA Medina LLC Reso - TA Approved	1/3/2020	Resolution
JA Medina LLC Agreement - TA Approved	1/3/2020	Agreement

RESOLUTION NO. 2020 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA TRANSFERRING THE TOWN'S CODE COMPLIANCE AND ENFORCEMENT SERVICES & PLANNING, ZONING, PERMITTING, AND LAND USE SERVICES TO J.A. MEDINA, LLC; ENTERING INTO A NEW AGREEMENT WITH J.A. MEDINA, LLC., WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, CSI Code Services, Inc. ("CSI") is the Town's current code compliance and enforcement services provider and provider of planning, zoning, permitting and land use services; and

WHEREAS, CSI's President, and principal owner, Robert Solera, has decided to relocate to another state; and

WHEREAS, to maintain the continuity of the Town's department, the Town Council desires to transfer its code compliance and enforcement services and planning, zoning, permitting, and land use services to Julio Medina, its Deputy Code Enforcement Director;

WHEREAS, Julio Medina has agreed to be named the Town's new Code Enforcement Director and to provide code compliance and enforcement services and planning, zoning, permitting and land use services to the Town under his entity J.A. Medina, LLC ("Medina"); and

WHEREAS, the Town is desirous of entering into an agreement with J.A. Medina, LLC for Code Compliance and Enforcement Services & Planning, Zoning, Permitting, and Land Use Services;

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: Effective January 1, 2020, the Town Council of the Town of Southwest Ranches hereby transfers its Code Compliance and Enforcement

Services & Planning, Zoning, Permitting and Land Use Services from CSI Code Services, Inc. to J.A. Medina, LLC

Section 3: The Town Council hereby approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and J.A. Medina, Inc., for Code Compliance and Enforcement Services & Planning, Zoning, Permitting and Land Use Services.

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 to effectuate the intent of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 9th day of January 2020 on a motion by

_____ and seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

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
36388866.1

AGREEMENT

BETWEEN

J.A. Medina, LLC

And

TOWN OF SOUTHWEST RANCHES

Providing for

CODE COMPLIANCE SERVICES & PLANNING, ZONING, PERMITTING AND LAND USE
SERVICES

This Agreement is made by and between J.A. Medina, LLC, a Florida limited liability company (hereinafter referred to as "Medina"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, CSI Code Services, Inc. ("CSI") is the Town's current code compliance and enforcement services provider and provider of planning, zoning, permitting and land use services; and

WHEREAS, CSI's President, and principal owner, Robert Solera, has decided to relocate to another state; and

WHEREAS, to maintain the continuity of the Town's department, the Town Council desires to transfer its code compliance and enforcement services to Julio Medina, its Deputy Code Enforcement Director;

WHEREAS, Julia Medina has agreed to be named the Town's new Code Enforcement Director and to provide code compliance and enforcement services and planning, zoning, permitting and land use services to the Town under his entity J.A. Medina, LLC ("Medina"); and

WHEREAS, Medina and the TOWN desire to enter into an Agreement for the provision of Code Compliance Services by Medina under the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, Medina and TOWN do hereby agree as follows:

ARTICLE I
BACKGROUND, PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Agreement for to provide Code Compliance Services for the TOWN in conformity with Chapter 162 Florida Statutes, as may be amended from time to time, and in furtherance of the direction of the Town Council and Town Administration.
- 1.3 The TOWN and Medina find that the method of delivery of Code Compliance Services set forth in this Agreement is in the best interest of the public and can be best accomplished through coordination of the provisions of such services as set forth herein.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 Medina agrees to provide Code Compliance Services pursuant to Exhibit "A" attached (hereinafter referred to as "Scope of Services", "Services", or "Work").
- 2.2 TOWN hereby appoints Medina as the Code Compliance Official for the TOWN and authorizes the Official to perform the required duties, as requested by the TOWN pursuant to Schedule "A" attached hereto and made a part hereof.
- 2.3 Medina agrees to provide code enforcement staffing to the TOWN, pursuant to Schedule "B", attached hereto and made a part hereof. The code enforcement officers must be trained in code enforcement with a minimum certification level determined by the Town Administrator and the Town Attorney. A copy of each code enforcement officer's certification must be kept up to date and a copy shall remain on file with the Town.
- 2.4 As it relates to this Agreement, Medina designates Julio Medina as its chief code enforcement officer. Medina's chief code enforcement officer shall work a minimum of forty (40) hours a week at the Town. Medina may not remove Julio Medina as the TOWN'S chief code enforcement officer without the consent of the Town Council.
- 2.5 Medina shall also designate a code enforcement clerk. The code enforcement clerk shall be a notary and shall maintain and manage all code enforcement files

during the code enforcement proceedings. The code enforcement clerk shall be available to swear in all witnesses during the code enforcement proceedings.

- 2.6 Medina's staff shall be available upon request for staff support services at meetings of the Town Council or its boards.
- 2.7 Medina shall maintain daily office hours within Town Hall in accordance with the Town's official calendar. In addition to the daily office hours, unless extended, reduced, or modified in writing by the Town Administrator, Medina's hours shall be Monday, Wednesday, and Friday 8:30 a.m. to 8:00 p.m.; Tuesday, Thursday, Saturday, and Sunday 8:30 a.m. to 5:00 p.m. On days of Code Enforcement Hearings office hours shall commence at 8:00 a.m.
- 2.8 In addition to the above services, during a declared state of local emergency, Medina shall work with the Town to provide, at the sole direction of the Town Administrator, post disaster assistance. The scope of such service, and the fee for such service, shall be as specifically delineated in the attached executed Post Disaster Relief Agreement, which has been attached hereto and is incorporated herein by reference.
- 2.9 Medina also agrees to provide planning, zoning, permitting and land use services to the TOWN, excluding applications for quasi-judicial hearings. All services shall be rendered consistent with the TOWN's Comprehensive Land Use Plan, and the TOWN's Unified Land Development Code, by a qualified Medina employee who is trained and certified to render such services. Medina shall not only process permits and plans, but it shall also make the necessary on-site inspections and shall answer all questions concerning planning, zoning, permitting, and land use items, within at least twenty-four (24) business hours from the receipt of same. Such compensation for these additional services shall be in accordance with the Town's rate resolution. Medina shall be compensated by the Town within thirty (30) days of the applicant's payment to the TOWN for these services.

ARTICLE 3 TERM OF AGREEMENT

- 3.1 This Agreement shall become effective on January 1, 2020 (the Effective Date), and shall continue in full force and effect for sixty (60) months, with extensions to be approved by the TOWN and Medina, unless earlier terminated in accordance with paragraph 3.2 hereof.
- 3.2 Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by either party, with or without cause. Notice of termination

shall be provided in accordance with the "NOTICE" section of this Agreement. Either party may terminate this Agreement upon providing sixty (60) days written notice. In the event that this Agreement is terminated, Medina shall solely be paid for any Work performed up to the date of termination and Medina shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. Medina specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than Medina's sole right to be paid for any Work performed up to the date this Agreement is terminated. Upon termination, Medina shall immediately refrain from performing further Work for the TOWN or incurring additional expenses.

- 3.3 In the event of termination or expiration of this Agreement, Medina and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Medina to such other person or entity designated by the TOWN, who will assume Code Compliance Services, including the transfers to the TOWN of all files and records in possession of Medina which relate to the TOWN'S Code Compliance Services.

ARTICLE 4 COMPENSATION

- 4.1 Medina shall provide Code Compliance Services, as described in Exhibit "A", to the TOWN for a Fiscal Year Fee of Two Hundred and Nine Thousand Five Hundred and Sixteen Dollars (\$209,516). This fiscal year amount may be amended by the Town Council during its budget process. The allocation of the fiscal year amount shall be approved by the Town Council during its budget process. Medina shall be compensated one month in arrears, strictly based upon its budget allocation. By way of example only, if Medina fails to fill one of its budgeted allocated positions, or if one of its allocated positions fails to work at the Town for a minimum of forty hours per week, such monthly compensations shall be reduced accordingly.
- 4.2 Medina shall submit an invoice for its work performed by the tenth day of each month. TOWN and Medina agree that payment will be provided within ten (10) business days of the Town Administrator's receipt and approval of an invoice in acceptable form and the monthly performance report. Payment may be withheld for failure of Medina to comply, in whole or in part, with any term, condition, or requirement of this Agreement.
- 4.3 Any monies which are the subject of a dispute regarding this Agreement and which are not paid when claimed to be due, shall not be subject to interest.

- 4.4 TOWN and Medina agree that the cost of miscellaneous supplies associated with the operational and procedural requirements of performing Code Compliance functions for the TOWN shall be included in the Annual Fee and shall not be billed separately to the TOWN. Such items include, but are not limited to, code compliance vehicle(s), uniforms, office supplies, computer equipment, doorknob notices, ticket books, and violation stickers.
- 4.5 Medina shall pay the TOWN \$500 per month to rent space in Town Hall plus \$100 per month for office supplies. Such payment to the TOWN can be in the form of a credit against compensation. The location of such space shall be in the sole discretion of the Town Administrator, and is subject to change. If Medina desires these payments to the Town to be in the form of a credit, such credit shall be listed as an offset on CSI's next submitted invoice, in a form and format approved by the Town's Financial Administrator.
- 4.6 TOWN and Medina agree that Medina, if requested, will participate in drafting codes relating to code compliance activities.

ARTICLE 5 INDEMNIFICATION, LIABILITY & INSURANCE

- 5.1 To the fullest extent permitted by law Medina shall indemnify, and hold harmless the TOWN and the TOWN'S officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and costs at all tribunal levels, including but not limited to, the trial level and all appeals, to the extent caused by the malfeasance, negligence, recklessness, or wrongful misconduct of Medina and persons employed or utilized by Medina in the performance of the Work pursuant to this Agreement. TOWN and Medina agree that 1% of the compensation due to Medina from TOWN pursuant to this Agreement is offered and accepted as sufficient separate consideration for Medina's agreement to indemnify TOWN and TOWN'S officers and employees as provided for in this paragraph. This specific consideration for Medina's agreement to indemnify is already incorporated in the rate agreed to between TOWN and Medina. Medina agrees to be fully responsible for acts and omissions of their respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

- 5.2 Without limiting any of the other obligations or liabilities of Medina, Medina shall provide, pay for, and maintain in force all insurance specified herein. The TOWN shall be named as an additional insured of all the insurance policies to be acquired by Medina for the Work provided by Medina pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. The insurance required by this Section shall also cover all Work performed by Medina's employees, independent contractors, subcontractors and/or subconsultants pursuant to this Agreement. This insurance shall be primary and other insurance of the TOWN shall not be contributory. The insurance coverages to be acquired and maintained by Medina are as follows:
- 5.3 Workers' Compensation Insurance, if required by law, to apply to employees in compliance with the "Worker's Compensation Law" of the State of Florida; and
- 5.4 Comprehensive General Liability Insurance: Medina to provide comprehensive general liability insurance with minimum limit of coverage of Five Hundred Thousand (\$500,000) Dollars per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:
- (a) Premises and/or Operations;
 - (b) Independent Contractors;
 - (c) Broad Form Property;
 - (d) Contractual;
 - (e) Personal injury; and
 - (f) Products/Completed.
- 5.5 Automobile Liability Insurance, Medina to provide automobile liability insurance to cover any auto with a limit of coverage of at least Five Hundred Thousand (\$500,000) Dollars per occurrence.
- 5.6 Medina shall provide to TOWN a certificate of Insurance and a copy of required insurance policies as required by this Section. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of said policy.

- 5.7 If the initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 6 RELATIONSHIP

- 6.1 Medina shall perform all of the Work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. Medina shall be responsible for directing its efforts to the manner and means of accomplishing the Work to be performed hereunder by medina.
- 6.2 Neither Medina nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

ARTICLE 7 AUDIT RIGHT AND RETENTION OF RECORDS

- 7.1 TOWN shall have the right to audit the books, records, computer records, electronic stored data, and accounts of Medina that are related to this Agreement. Medina shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Medina 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, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) 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 Medina's records, Medina shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by Medina. 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.

ARTICLE 8 REPORTS

- 8.1 By the Tenth (10th) day of each month, as a condition precedent to TOWN's obligation to make any payments to Medina under this Agreement, Medina shall provide the Town Administrator, the Town Attorney, and the Town Council, with a report delineating the previous month's activity. Said monthly information shall be provided to the TOWN through an electronic medium, in a form and format acceptable by the Town Administrator, via a system that is accessible by the intranet. If the Town Administrator determines that Medina's system is not compatible, or that another system should be utilized, the desired system shall be implemented and utilized by Medina at no additional cost to the TOWN. In addition to the monthly report, Medina shall provide daily, through an electronic medium accessible from the internet, clear and concise tracking information, which shall include the status of all matters including answers to questions and responses to complaints.

ARTICLE 9 SUBCONTRACTING

- 9.1 All substantive work to be performed pursuant to the terms of this Agreement shall be performed by Medina. No work shall be subcontracted to other parties, firms, or individuals by Medina without the prior written consent of the Town Administrator, which will not be unreasonably withheld. Medina shall ensure that all subcontractors or subconsultants performing any Work under this Agreement are bound in writing to all of the terms and conditions of this Agreement.

ARTICLE 10 OWNERSHIP RIGHTS

- 10.1 Medina agrees that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by Medina pursuant to this Agreement shall be the property of TOWN, and Medina hereby assigns all of that Documentation to TOWN.

ARTICLE 11 NONDISCRIMINATION

- 11.1 Medina shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Medina shall affirmatively comply with all applicable provisions of

the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Medina shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

- 11.2 Medina's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

ARTICLE 12 ENTIRE AGREEMENT

- 12.1 This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous Agreements and representations whether written or oral.

ARTICLE 13 CONSTRUCTION

- 13.1 This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

ARTICLE 14 FURTHER ASSURANCES

- 14.1 TOWN and Medina agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

ARTICLE 15 COUNTERPARTS

- 15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

ARTICLE 16
NO AMENDMENT OR WAIVER

- 16.1 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.

ARTICLE 17
SEVERABILITY

- 17.1 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

ARTICLE 18
PROFESSIONAL ASSURANCES

- 18.1 Medina shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional code enforcement officers in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession.

ARTICLE 19
NOTICE

- 19.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

Town of Southwest Ranches
Andrew Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33331

And

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

For J.A. Medina, LLC:

J.A. Medina, LLC
Attn: Julio Medina, Manager
7717 Biltmore Blvd.
Miramar, FL 33023

ARTICLE 20

RESOLUTION OF DISPUTES

- 20.1 To prevent litigation, it is agreed by the parties hereto that TOWN Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed, to be done or furnished under or, by reason of, the Agreement. The Town Administrator's decision shall be reduced to writing and a copy furnished to Medina 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 unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.
- 20.2 To further prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

ARTICLE 21 APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL

- 21.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

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

ARTICLE 22
ENFORCEMENT; ATTORNEY'S FEES

- 22.1 The TOWN and Medina are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and Medina resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorneys fees and costs incurred at the trial level and on appeal.

ARTICLE 23
REPRESENTATION OF AUTHORITY

- 23.1 The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

ARTICLE 24
SURVIVABILITY

- 24.1 ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; ARTICLE 10 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 14 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 20 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 21 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL"; and ARTICLE 22 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

ARTICLE 25
COMPLIANCE WITH LAWS

- 25.1 Medina shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 26
MISCELLANEOUS

- 26.1 Performance: Medina represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.
- 26.2 Materiality and Waiver of Breach: Medina and TOWN 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.

Either party'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.

- 26.3 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement.

The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree 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 the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any

action or in any administrative or legal proceeding related to the performance under this Agreement.

26.4 Drug Free Workplace: Medina shall operate a drug free workplace, in compliance with State and Federal law.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: J.A. Medina, LLC, through its Manager Julio Medina, authorized to execute same, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 9th day of January, 2020.

WITNESSES:

J.A. Medina, LLC

By: _____

Julio Medina, Manager

____ day of January, 2020

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By: _____

Doug McKay, Mayor

____ day of January, 2020

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM:

By: _____

Keith M. Poliakoff, J.D.
Town Attorney

SCHEDULE "A"

CODE COMPLIANCE SERVICES

Code Compliance Services shall be provided based upon conformance with the standard procedural requirements presently employed and in conformity with Chapter 162, Florida Statutes. Services are to be provided based upon response to input from residents or officials of the TOWN. Such services shall consist of, but not be limited by, the following:

- Code Compliance Services shall be available a minimum of forty (40) hours per Medina's employees per week. Code Compliance Services shall operate at times when necessary to inspect code violations that are not visible during the regular business hours and upon the reasonable request of the Town Administrator. Working on weekends shall not be deemed unreasonable. Except for cases involving life safety issues, Code Compliance Services shall not be available during TOWN holidays as determined by the TOWN'S holiday calendar.
- Medina shall intake and process all code violation complaints from residents or officials of the TOWN. The intake reports shall be specifically and clearly logged. All building code complaints shall be routed by Medina to the TOWN'S Building Code Services Department currently under a contract with Broward County, within two business days of receipt.
- Unless the complaint involves a life safety issue (which shall take immediate priority), as determined by the code officer, the Town Attorney, or the Town Administrator, the complainant, if known, shall be contacted within two business days, of registering an initial complaint. Further, Medina shall follow up with the complainant, if known, within two (2) business days following the initial field inspection(s) and shall advise the complainant as to the actions taken by the code compliance officer.
- Medina shall conduct a field inspection within two days following the complaint.
- Field inspections shall be responsive to specific complaints and shall provide for the issuance of violation notices or door hangers as necessary. Field inspections shall include a site visit, interview of the interested parties (when possible), clear documentation of the violation, including photographs or otherwise, and issuance of the violation when necessary.

- Medina shall provide the monthly progress reports as specified in Article 8 of this Agreement.
- Medina shall make every effort to work with the resident to resolve the code violation prior to the Special magistrate Hearing.
- Medina shall regularly communicate with the Town Attorney and the Town Administrator regarding the prosecution of code compliance matters.
- Medina shall, at a minimum, post notice on all properties containing code violations, as deemed necessary by the code compliance officer and as required by Chapter 162, Florida Statutes, and shall send out all code violation notices via certified mail return receipt requested, pursuant to the requirements of Chapter 162, Florida Statutes, in ample time to schedule the code violator for the next available Special Magistrate proceeding.
- Medina shall prepare all code hearing agendas, and shall have additional copies of the agenda available for the public. Medina shall work with the Town Attorney to insure that each agenda is in conformity with state law. All code hearing agendas shall be posted monthly in the Town Hall.
- Medina shall provide the TOWN'S Special Magistrate with copies of all necessary materials and documentation to properly review the hearing's agenda and the cases scheduled to be heard at least seven (7) business days prior to the scheduled Special Magistrate hearing date.
- Medina shall be available monthly to testify and to provide evidence at all Special Magistrate hearings.
- Medina shall review all Special Magistrate Orders to ensure that they conform with the Special Magistrate's determination.
- Medina shall mail all Orders to the owner of the property for which a determination has been made in compliance with Chapter 162, Florida Statutes.
- Medina shall work with the Town Attorney to mitigate any fines for cases in non-compliance. Medina shall be contacted to provide information as to the amount of time spent on a specific case and the working relationship with the respective individuals associated with the specific case prior to the determination of the final imposed fine amount or any other sanction rendered for non-compliance.
- Medina's files shall be well organized, thorough and complete.

- Medina shall promptly respond to all requests by title companies, or otherwise, seeking to determine if violations exist on specified properties. Medina may charge a reasonable fee, comparable to fees charged by neighboring municipalities or by the County, for this service and said fee shall go directly to Medina.
- Medina shall ensure that its employees maintain necessary certifications, licenses, and shall obtain additional training, as necessary.
- Medina shall provide additional code compliance services as agreed to by the Town Administrator and Medina.
- Medina shall provide cellular phone service for Medina staff that shall be accessible to the Town Administrator and the Town Attorney.
- Medina shall maintain a computer linkage capable of contact via e-mail, during regular business hours.
- Medina shall attend Council Workshops and Meetings and HOA meetings, if necessary, to provide input on Code issues.

SCHEDULE "B"

Fiscal Year 2020 Budgetary Allocation \$209,516

The above sets the maximum amount agreed to be paid by the Town. Medina may offer other benefits and overtime, as may be provided by law.

1. Director Level IV Certification (40 hours per week): \$79,320
2. Supervisor at least Level II or III Certification (40 hours per week): \$39,996
3. Inspector at least Level I Certification (40 hours per week): \$36,000
4. Coordinator (40 hours per week): \$42,000
5. Vehicle Allowance: \$11,700

6. Software Reimbursement when proof of payment is provided: \$500

Payment by Medina or Credit to the Town:

7. Annual Rent paid to the Town: \$6,000 (\$500 per month)
8. Office Supplies paid to the Town: \$1,200 (\$100 per month)

The payment of rent and office supplies to the Town, can occur in the form of a credit against compensation owed to Medina.

The amounts listed in items 1-5 above can be modified based upon the written approval of the Town Administrator, which may be unreasonably withheld, provided that the total amount of items 1-4 (\$209,016) does not change. The agreed to allocation of 1-5 shall determine Medina's monthly compensation.

The hours referenced above, is the amount of hours minimally required for Medina to receive compensation in full.

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

October 24, 2019

13400 Griffin Road

Present:

Mayor Doug McKay

Andrew Berns, Town Administrator

Vice Mayor Gary Jablonski

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Bob Hartmann

Martin D. Sherwood, Town Financial Administrator

Council Member Denise Schroeder

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Military Heroes Support Foundation Donation - Sikh Youth Association

Pavitpaul Makkar and members of the Sikh Society of Florida announced a donation to the Military Heroes Support Foundation in the amount of \$1,200. He also announced their partnership with the town of Southwest Ranches in conducting the 2nd Annual Race for Unity and Diversity scheduled for Saturday February 29, 2020.

Jeanette Chandler and Karla Smiley, on behalf of the Military Heroes Support Foundation, accepted the donation. In addition, they presented Assistant Town Administrator/Town Clerk Russell Muniz and Susan Kutz with a plaque recognizing their efforts in supporting the Foundation.

4. Domestic Violence Awareness Month Proclamation - Carla Barrow, Women in Distress

Carla Barrow of Women in Distress accepted a proclamation from the Town designating October as Domestic Violence Awareness Month.

5. Town 20th Birthday Party Update - Sandra Luongo

General Services Manager Sandra Luongo provided an update on the planning progress for the Town's 20th Birthday party which will take place on Saturday April 4, 2020. She advised that the festivities planned included a morning parade, followed by a barbecue at Rolling Oaks Barn with music by the band Sucker Punch.

6. Public Comment

The following members of the public addressed the Town Council: David Kuczenski and Steve Breitkreuz.

7. Board Reports

Gay Chaples, Chair of the Recreation, Forestry, and Natural Resources Advisory Board, announced that a joint meeting of the Rural Public Arts Board and the Recreation, Forestry, and Natural Resources Advisory Board was convened recently. At that meeting, both Boards discussed the entryway design for Country Estates Park.

Steve Breitzkreuz, Chair of the Comprehensive Plan Advisory Board, advised that land use categories for the US 27 Employment Center zoning district have been discussed and a recommended listing had been transmitted to the Town Council for its consideration.

8. Council Member Comments

Vice Mayor Jablonski spoke of upcoming events including Halloween at the Barn on October 26th, the Car Show and Chili Cook Off at Rolling Oaks Barn on November 16th, and the Holiday Home Decoration Contest on December 9th. He also spoke about the Flow Mobile DMV Services on November 21st, the Veteran's Day recognition on November 8th and advised that Town Hall would be closed on November 11th. On January 3rd the Mr. and Miss Southwest Ranches Pageant benefiting the Town's College Scholarship Fund will be held at the Rolling Oaks Barn, and the Unity in Diversity 5K Run/Walk would be held on Saturday February 29, 2020. Lastly he announced that there would be a memorial for former Council Member Freddy Fisikelli on Saturday October 26th. He reminded everyone that the applications for the District 3 vacancy went out and needed to be received by the Town by November 4th.

Council Member Hartmann spoke of a letter received from Sarah Lippman commending the Town for the transparency utilized in the process to select the District 3 Council Member. She urged the Town Council to choose someone that was not "on a side" but rather was willing to listen and make thoughtful decisions. Vice Mayor Jablonski added that the Council should be united during the appointment process and if any of the Council Members objected to a particular applicant they should not be considered for appointment to fill the District 3 vacancy. The remainder of the Town Council agreed and further clarified that if the choice was not unanimous the Town would place the vacancy on the March 2020 ballot.

Mayor McKay reminded everyone that the memorial services for former Council Member Freddy Fisikelli was scheduled for Saturday October 26th at St. Mark's Church with a reception immediately following in the Parrish Center.

9. Legal Comments

Town Attorney Poliakoff advised of a recent case filed against the Town filed by a sexual offender who wished to move into the Town and wanted the Town to advise where they could reside that was not in conflict with the Town's ordinance that precludes them from living within a set distance of places where children congregate.

10. Administration Comments

Town Administrator Berns spoke of the upcoming Veterans Day Ceremony at Town Hall on November 8th. He spoke of an Assistance to Firefighters Grant that the Town applied for and received for \$10,611 that required a Town match of \$558 totaling \$11,169. The Town planned to spend \$5,550 on driver training and \$5,600 on Officer training. While these expenditures were within his spending authority individually, he wanted to advise the Town Council as the aggregate amount exceeded his authority. He also provided an update on FEMA reimbursement for Hurricane Irma. The Town incurred over \$4.5 million in expenditures and was eligible to be

reimbursed for over \$4.2 million. Of the \$4.2 million the Town had received \$1.9 million and expected to receive an additional \$900,000 in the next few days. As the money was received it was being applied to the Town's outstanding Line of Credit balance. He advised that a bench and plaque honoring Council Member Fisikelli had been ordered. He advised that motion would be needed to add minutes of the September 26, 2019 meeting. He also thanked the Town Council for their consideration in extending his contract which was the next item on the agenda.

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING RESOLUTION NOS. 2012-052, 2014-023, 2015-021, 2016-023, AND 2018-040; APPROVING THE FIFTH MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND ANDREW BERNIS, FOR THE POSITION OF TOWN ADMINISTRATOR; AUTHORIZING THE MAYOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann and passed by 4-0 roll call vote. The vote was as follows: Council Members Hartmann, Schroeder, Vice Mayor Jablonski, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION SUBJECT TO ADDING LANGUAGE REQUESTED BY THE TOWN FINANCIAL ADMINISTRATOR IDENTIFYING WHERE THE FUNDING WILL BE ALLOCATED FROM.

Discussion

12. Candidate Financial Reporting System Software - Russell Muniz

13. Approval of Minutes

- a. August 22, 2019 Regular Meeting**
- b. September 26, 2019 Regular Meeting**

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Schroeder and passed by 4-0 roll call vote. The vote was as follows: Council Members Hartmann, Schroeder, Vice Mayor Jablonski, and Mayor McKay voting Yes.

MOTION: TO ADD THE SEPTEMBER 26, 2019 REGULAR MEETING MINUTES AND APPROVE BOTH SETS OF MINUTES.

14. Adjournment

Meeting was adjourned at 8:05 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this day of January 9, 2020.

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.